

Lissa Rowan

Subject: FW: Planning Application 18/00542/APP
Attachments: img20180902_12064204.pdf

Lissa Rowan | Committee Services Officer | Legal and Democratic Services

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From: [REDACTED]
Sent: 06 September 2018 19:13
To: Lissa Rowan
Subject: Re: Planning Application 18/00542/APP

Notice of Review: Planning Application 18/00542/APP

I respect the right to an appeal on the planning rejection, however the basis for the rejection as outlined by the transportation manager has not changed.

I note that from the applicants appeal they have stated 3 of the children are currently collected and dropped off by the applicant due to the parents being unable to drive, whilst I agree that this would not increase the traffic today there is no guarantee that future children under the applicants care would require this service, in the future, traffic flow could increase as result, this to me reinforces the transportation managers original decision.

The two adjacent parking spaces mentioned are not parking spaces, they form part of the road into a cul-de-sac (Eilean Donan Way) which is a single lane road, these spaces are required to ensure traffic can flow in and out safely without backing up onto Holyrood Drive.

In addition I have attached a copy of the deeds which are applicable to each property in the development. I refer you to section 3.1 Use, it states that "*the plot shall not be used for the carrying on therein of any trade, business or profession...*" an application to run a childminding business appears to oppose the deed of conditions. Section 3.4 Maintenance, this requires that "*the owner shall maintain the garden ground in front of the dwellinghouse on the plot in a neat and tidy state at all times*", hardcoring the front garden to make room for a car park of a business I feel contradicts this clause and will impact the design of the development, I also struggle to see how any necessary alterations could be made to the pavement to drop the kerbs in order to create a driveway.

DEED OF CONDITIONS

by

SPRINGFIELD PROPERTIES PLC

**Subjects: Birnie Road, Elgin
(Part of MOR8511)**

Kerr Stirling LLP
10 Albert Place
Stirling
FK8 2QL

ref AEM / CJM

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WE, SPRINGFIELD PROPERTIES PLC, incorporated under the Companies Acts (Registered Number SC031286) and having our Registered Office at Alexander Fleming House, 8 Southfield Drive, Elgin IV30 6GR proprietors of the Development as hereinafter defined CONSIDERING THAT we are about to develop the Development for residential units PROVIDE as follows:

1 Definitions, Interpretation and Construction

1.1 Definitions

In this Deed:

“Consent” means:-

In relation to any Plot, all consents required under the Planning Acts and where the Developer owns any Plot in the Development the written consent of the Developer.

“Developer” means:-

The said Springfield Properties PLC.

“Development” means:-

The subjects at Birnie Road, Elgin shown delineated by a red line on the Plan and forming part and portion of the larger subjects registered in the Land Register of Scotland under Title No. MOR8511.

“Development Common Property” means:-

all infrastructure and Service Media (so far as not adopted by statutory undertakers) and any facilities or services of common use to all the Plots in the Development including all roads, footpaths and cycle paths, the access to the sub-station shown coloured brown on the Plan; service strips so far as not included within individual Plots together with the open space, landscaped areas and play areas as shown coloured green on the Plan.

“Maintenance” means

Without limitation the repair and replacement, maintenance, restorations, upkeep, upholding, inspection, cleaning, painting and other routine works, gardening, landscaping, re-instatement of parts, altering levels, and the words “maintain” and “maintaining” shall be construed accordingly.

“Manager” means:-

the Developer or such organisation or person who may be appointed in accordance with the provisions of Condition 6 hereof.

“Manager Duties” means:-

- (a) Laying out a Maintenance schedule for the Development Common Property and Public Open Space (if any);
- (b) Ordering Maintenance repairs, decoration and other operations in respect of the Development Common Property and Public Open Space (if any);
- (c) Employing such gardeners, cleaners and other contractors as may be required for the Maintenance and preservation of the Development Common Property and Public Open Space (if any);
- (d) Fixing the amount of the annual maintenance charge to be paid by the Owners in terms of Condition 6, and if appropriate, the amount of any initial deposit required to be paid by Owners on purchasing a Plot;
- (e) Arranging collection on behalf of the Owners the said annual maintenance charge or initial deposit;
- (f) Arranging common insurance policies, if required;
- (g) Modifying or revoking any previous Maintenance schedule or work instructed or arrangements made.

“Mutual Property” means

- (a) Fences, walls or concrete edgings separating Plots which shall be deemed to be erected to the extent of one half on each Plot;
- (b) any common gable wall serving two dwellinghouses or garages which shall be deemed to be erected to the extent of one half on each Plot or garage solum (where garages are separate from Plots);
- (c) any other item of property common to two or more plots including but not restricted to the Private Road shown dotted purple on the Plan.

“Owner” means:-

at any time the Owner at any time of any Plot and where two or more persons own the Plot includes both or all of them.

“Plan” means:-

the plan annexed and executed as relative to this Deed of Conditions.

“Planning Acts” means:-

the Town and County Planning (Scotland) Act 1997, the Planning (Listed Building and Conservation Areas (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997, the Planning (Consequential Provisions) (Scotland) Act 1997, the Building (Scotland) Act 2003, the Planning (Scotland) Act 2006 and any other future or substitute legislation of a similar purpose or nature.

“Plot” means:-

any area of ground within the Development on which a single dwelling house and garage (if applicable) has been or is to be erected, declaring that where any Plot is bounded by the external site boundary of the Development or any Development Common Property or Public Open Space, the boundary enclosure shall lie entirely within the Plot boundary.

“Public Open Space” means:-

those areas to be laid out as public open spaces including play areas in accordance with the requirements of the Local Authority as indicated in green on the Plan.

“Service Media” means:-

all drains, cables, pipes, wires and other equipment, apparatus or plant relative to the supply or disposal of water, electricity, gas, drainage and telecommunications to or from the Plots.

“Service Strip” means:-

the area or conduit under or through which Service Media are led along the perimeter of the Plot shown coloured yellow and pink on the Plan.

“Visibility Splay” means:-

Any area designated as such by the Local Authority.

1.2 Interpretation and Construction

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

1.2.1 words importing any gender include all other genders;

- 1.2.2 words importing the singular number only include the plural number and *vice versa*;
- 1.2.3 words which import the whole are to be treated as including reference to any part of the whole;
- 1.2.4 where at any one time there are two or more persons included in the expression "Proprietor" obligations contained in this Deed of Conditions are binding jointly and severally on them;
- 1.2.5 words importing individuals include legal persons and *vice versa*;
- 1.2.6 references to this Deed of Conditions or to any other document are to be construed as reference to this Deed of Conditions or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- 1.2.7 any reference to a Condition is to the relevant Condition of this Deed of Conditions;
- 1.2.8 reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and includes any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision;
- 1.2.9 any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

1.3 **Headings**

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

1.4 **Exercise of rights conferred by this Deed**

Any rights conferred on an Owner or the Manager by this Deed of Conditions may be validly exercised by any person duly authorised by such Owner or the Manager

respectively including its tenants, agents and tradesmen, but subject to any limitations or restrictions imposed upon such Owner or the Manager by this Deed.

2 Community Burdens

2.1 Creation

2.1.1 The conditions set out in Conditions 2 to 5 are imposed on the Plots in the Development as community burdens.

2.1.2 To the extent that the Developer is the Owner of any Plot, the conditions set out in Conditions 2 to 5 are real burdens in favour of such Plot.

2.1.3 Condition 6 is a manager burden.

2.2 Date of creation and application

The conditions imposed by this Deed of Conditions will take effect, in respect of a Plot, on the date of registration in the Land Register of Scotland of a disposition or other conveyance of that Plot in which the conditions in this Deed of Conditions are expressly stated to apply.

2.3 Lands Tribunal applications

No application may be made to the Lands Tribunal for Scotland under sections 90(1)(a)(i) and 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the community burdens and servitudes created in this Deed for a period of five years after the date of registration of this Deed of Conditions in the Land Register of Scotland.

3 Restrictions and Prohibitions

3.1 Use

Each Plot is to be used solely for the construction of a single private dwellinghouse and relative garage, and the said dwellinghouse shall not be sub-divided or occupied by more than one family at a time. The Plot shall not be used for the carrying on therein of any trade, business or profession or for the selling of any goods or wares of any sort whether or not such use may be deemed incidental or natural to the

ordinary residential use of the Plot or whether any person occupying the same may have contractual right to use the same for or in connection with or arising out of any trade, business or profession notwithstanding any rule or law to the contrary; no board, card, plate or advertising notice of any kind shall be placed on the Plot except for the occasional sale or lease thereof; no power boats, marine craft or caravans, commercial vehicles or vehicles other than private motor cars, motor cycles or cycles shall be parked or stored in the open on the Plot or on any other part of the Development outside the Plot and no handicrafts carried on in the Plot nor shall anything be done on the Plot which may be deemed a nuisance or occasion disturbance to other Owners in the Development or the

3.2 Alterations

Other than as built by the Developer, or specifically authorised by the Developer where a Plot is sold prior to construction, no buildings on any Plot shall be built, altered, extended or rebuilt in any way until Consent has been obtained, and all such building, alterations, extensions or rebuilding shall conform to all terms of the Consent.

3.3 Boundary walls and fences

The Owner of each Plot shall be bound to maintain all boundary walls, fences or hedges bounding his Plot to the satisfaction of the Developer whilst they are Owner of any part of the Development and thereafter to the satisfaction of the Manager and shall free and relieve the Developer of all claims in respect of such walls and fences. No boundary walls or fences shall be added to or increased in height or altered in any way unless with Consent. No further boundary division, divisional or other walls or fences, shall be erected on the Plot in front of the building line at any time.

3.4 Maintenance

Each Owner shall maintain his Plot and the buildings thereon in a good tidy state of repair and decoration and take all appropriate steps either by himself or in conjunction with others to prevent damage to the fabric of the buildings on the Plot which may prejudice the stability thereof or create a nuisance to other Owners or their tenants and in particular, but without prejudice to the foregoing generality, by control of vermin and immediate treatment of any treatment of any dry rot or other form of rot or infestation which may be detected and the repair of any damage to water or other service pipes or wires; and any Owner shall, in the event of failure to take timeous and adequate measures to prevent and repair such damage or such

defect including notification to adjoining owners whose premises may be affected with a view to safe guarding their property, be liable for any damage caused thereby; each Owner shall maintain the garden ground in front of the dwellinghouse on the Plot in a neat and tidy state at all times

3.5 Painting

The external painting of any dwellinghouses or garages on the Plots including window surrounds, exteriors and all external doors shall be maintained in good condition at all times and in a colour scheme to match the colour of the paintwork as at the date of the first sale of the dwellinghouse by the Developer.

3.6 Garage/Parking Space

Each Owner shall be prohibited from using or permitting to be used any car parking space or garage located on the Plot or pertaining to the Plot (if separate from the Plot) for any purpose other than for the parking of private cars, motor cycles or cycles and from selling, leasing or disposing of said parking space or garage separately from the remainder of the Plot.

3.7 Prohibitions

- 3.7.1 Outwith the Plot, the parking of private motor cars, motor cycles or other vehicles shall not be permitted anywhere in the Development except either in designated parking spaces or, without causing an obstruction, on a roadway. No repairs to motor vehicles of any kind shall be carried out in any part of the Development other than repairs to the Owner's own vehicles within the curtilage of the Plot.
- 3.7.2 No rubbish bins or bags or any other form of refuse receptacle or any other articles of any nature shall be permitted to be left or deposited otherwise than in accordance with the regulations and recommendations of the Local Authority;
- 3.7.3 No clothes drying lines shall be attached to or suspended from any window in any house on a Plot or from any part of the exterior walls thereof;
- 3.7.4 The Owner is hereby expressly prohibited from keeping poultry, ducks, pigeons, rabbits, bees or other livestock or domestic animals (except for two cats or dogs or other indoor domestic pets) which prove a nuisance to adjoining Owners. The Developer, until they cease to be the Owner of any part of the Development and thereafter the Manager shall have the sole discretion to determine whether or not such livestock or domestic animals constitute a nuisance. No dog is permitted on the

Development Common Parts unless it is (a) on a lead and (b) accompanied by a responsible person. No dog must be allowed to foul any part of the Development;

- 3.7.5 No trees, shrubs or bushes shall be cut down, lopped, damaged or removed from any part of the Development unless the same have become dangerous or overgrown and then only with Consent. The Owners shall be bound to maintain in good order all hedges, shrubbery and trees in the Development;
- 3.7.6 The playing of ball games shall not be permitted anywhere in the Development Common Parts except in designated play areas;
- 3.7.7 No buildings shall be erected over the line of any sewer or drain.

3.8 Service Strips

Where the Plot is affected by a Service Strip, the Owner shall not construct or have on the Service Strip or any part thereof any buildings, walls, fences or other structure whether permanent or temporary and shall not alter the level of the Service Strip or plant any trees, shrubs or plants thereon or otherwise impede access to the Service Strip. The Owner shall permit (a) the laying and maintenance of public utilities plant on the Service Strip for the full width of the Plot; (b) the maintenance of the kerbing *ex adverso* the front boundary of the Plot or garden ground including a right of access to the Service Strip at all times without notice for the purposes of maintaining, repairing, renewing or replacing the said kerbing; (c) the clearance of snow, slush or ice or the like from the roads at any time without notice and the deposit of such snow, slush, ice or the like and also any deposit of sand, salt and the like on the Service Strip.

3.9 Visibility Splays

Where the Plot is affected by a Visibility Splay, the Owner shall not erect, plant or allow within the Visibility Splay any fence, tree, shrub or other structure more than one metre in height, all to the satisfaction of the Local Authority.

4 Maintenance Obligations

- 4.1 Each Plot is burdened with an equal share along with all other Plots of the cost of upholding and maintaining in good repair the Development Common Property and any Public Open Space, and of the management and administration charges payable to the Manager.

- 4.2 Where any Owners has a common right any item of Mutual Property or a right in common to any item of property along with other Owners, each Owner shall be bound jointly to uphold and maintain in good order and repair the same in all time coming and in the event of damage or destruction, repair or renew the said property, each Plot paying an equal share along with the others having a common right of the cost of so doing;
- 4.3 Each Plot is burdened with an equal share along with all other Plots of the cost of upholding and maintaining the sewers, roads and footpaths forming part of the Development unless or until these are adopted by the local authority and each Owner shall allow the Developer or their contractors access to the Development after the sale of all of the Plots for the purposes of carrying out snagging works to any of the Plots and completing the access road or public open space or any other part of the Development.
- 4.4 The Owner of each Plot will be responsible for the whole cost of maintaining any boundary or fences or walls which do not separate the Plot from another Plot on the Development and for a one half share of the cost of maintaining any fences, walls or other boundary enclosures separating one Plot from another.

5 Insurance

- 5.1 Any dwellinghouse or other building on a Plot must be insured by the Owner with a reputable insurer for full re-instatement value.
- 5.2 Any building which is destroyed or damaged must be rebuilt or repaired by the Owner within two years from the date of damage or destruction occurring.
- 5.3 For the purposes of Clause 5.2 (a) the whole sum received from the Insurers must be expended on the rebuilding or repair; (b) the building must be restored to its previous design and dimensions and (c) the building must be restored at least to the value thereof immediately prior to such destruction or damage.

6 Manager Burden

The Development is subject to the following manager burden:-

- 6.1 At any time prior to the date upon which the Developer ceases to own any Plot within the Development, the Developer shall be entitled to appoint a Manager ("the Initial Manager") for a period ("the Initial Period") which will not exceed the date five years from the date of registration of this Deed in the Land Register.
- 6.2 The Manager shall carry out the Manager's Duties and/or such other duties or activities as authorised by the Developer or by a meeting of the Owners as aftermentioned.
- 6.3 Following the earliest to occur of (a) the expiry of the Initial Period, (b) the resignation of the Initial Manager, and (c) (in the case of no Initial Manger being appointed) the registration of a Disposition by the Developer to an individual Owner of the last Plot within the Development, the Owners may at a meeting convened as aftermentioned appoint a Manager or terminate the appointment of any Manager
- 6.4 The Manager or any of the Owners shall be entitled to call a meeting of all of the Owners within the Development to be held at such reasonably convenient time (except at weekends or on public holidays) and place as the Manager or the Owner or Owners convening the said meeting may determine on at least seven days written notice of the said meeting being given to all of the Owners, and at any meeting so convened, any of the Owners may be represented by a mandatory appointed by written mandate to attend, vote and act on behalf of the Owner or Owners granting the mandate. Where such a meeting is convened, the Owners of Fifty per cent (50%) of the Plots within the Development or the mandatory or mandatories of such Owners shall be a quorum. The Owners or their mandatories present at the said meeting shall be entitled to one vote for each Plot owned by them or their principal. In the event of any of the Plots being owned by two or more Owners, only one of those Owners shall be entitled to vote and in no case shall more than one vote be allowed in respect of each Plot.
- 6.5 A simple majority of those voting at any such meeting shall be entitled:-
 - 6.5.1 to order any Maintenance or other operations to be carried out to or on the Development Common Property and Public Open Space, and to carry out or order to be carried out the Manager's Duties;

- 6.5.2 to make any regulations considered necessary with regard to the Maintenance, use or enjoyment of the Development Common Property (including without prejudice to the foregoing generality provisions for the determination and collection of the annual maintenance charge specified in 6.7 hereof);
- 6.5.3 to delegate to the Manager full right, power and authority to take charge of all matters pertaining to the Manager's Duties, including the power to employ others to undertake to carry out the said Duties, as if the said right, power and authority had been exercised by a simply majority vote at such a meeting;
- 6.5.4 to enforce the provisions of this Deed;
- 6.5.5 to vary or discharge the said provisions, subject to the requirement in Condition 2.3.1 hereof;
- 6.5.6 to exercise any of the mutual servitudes referred to in Condition 7 hereof;
- 6.5.7 to dismiss any Manager (except that it shall not be permitted to dismiss the Initial Manager until after the expiry of the Initial Period) and to appoint such Manager as the meeting may approve;
- 6.6 At any such meeting, the decision of a simply majority of these present and noting as aforesaid shall be binding on all the Owners within the Development, whether consentors thereto or not, subject to there being a quorum present.
- 6.7 Each Owner shall pay to the Manager an annual maintenance charge (to cover all Maintenance expenses and charges and the Manager's remuneration) to be reasonably determined by the Manager or by a meeting of the Owners convened as aforesaid, said charge to be paid to the Manager at such times and in such manner as requested by him, and to be applied by the Manager towards the Owner's liability for his share of any expenses, charges and remuneration due in terms of this Deed. If in any year the annual maintenance charge exceed Owner's liability for his share of such expenses, charges and remuneration, the excess may be held by the Manager as an advance payment for liability in subsequent years. All sums held by the Manager in respect of the Development are held by him in trust for the Owners.
- 6.8 The Manager shall, at least once a year, make available to a meeting of the Owners convened as aforesaid a full and vouched statement of account (in arrears) of his intromissions or shall make such statement available by post or at his place of business to each Owner.

- 6.9 Where any Owner sells or disposes of his Plot, he shall notify the Manager within 14 days the Date of Entry of the new Owner, regarding the date of sale or disposal and the identity of the new Owner.

7 Servitudes

The rights in this Condition are servitudes imposed on the relevant burdened properties in favour of the relevant benefited properties

7.1 Community Servitudes

7.1.1 For the purposes of this Condition 7.1:

- (i) the burdened property is the Development, and
- (ii) each Plot is a benefited property.

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

- (i) a right of access for pedestrian and vehicular traffic (including construction traffic) over all roads, footpaths, lanes, cycle lanes or paths, parking spaces and service strip within the Development, other than those situated within any Plot;
- (ii) a right of access over, and use of, (including a right to erect scaffolding) any other Plot for the purpose of inspecting, cleaning, repairing and renewing any building, wall, fence or other structure erected on a Plot;
- (iii) a right of access over, and use of, (including a right to erect scaffolding) any other Plot for the purpose of inspecting, cleaning, repairing and renewing the Service Media serving a Plot.
- (iv) a right to use for the purpose of servicing each Plot, the Service Media serving the Development.
- (v) a right of wayleave in respect of any gutter, eaves, downpipe or surface water drain serving a Plot which over hangs or lies on another Plot.

7.2 Development Servitudes

7.2.1 For the purposes of this Condition 7.2:

- (i) the burdened property is the Development,
- (ii) each Plot is a benefited property, and

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

- (i) a right to lead pipes, cables, wires or other enclosed units over or under the Development for sewage, electricity, gas, water and all other necessary purposes;
- (ii) a right to install, construct and lay drains, sewers, electric cables, gas and water mains, and other pipes, cables and enclosed units and to connect into such drains, sewers, electric cables, gas and water mains, and other pipes, cables and enclosed units as already exist or are installed by virtue of Condition 7.2.2(i), and
- (iii) a right to carry out all necessary acts of inspection, maintenance and renewal in respect of such drains, sewers, electric cables, gas and water mains, and other pipes, cables and enclosed units;
- (iv) a right of access for pedestrian and vehicular traffic (including construction traffic) over all roads, footpaths, lanes, cycle lanes or paths, parking spaces and service strip within the Development, including a right to form, construct, re-design, and re-align the roads, footpaths, cycle lanes or paths, parking spaces and lanes.

7.2.3 The rights conferred by this Condition 7.2 may be exercised in respect of any current or future development of the benefited property under this Condition 7.2.

7.2.4 Except for the right granted by Condition 7.2.2(i), the rights conferred by Condition 7.2 are extinguished in respect of any part of the benefited property when that part ceases to be owned by the Developer.

7.3 Building Servitudes

7.3.1 For the purposes of this Condition 7.3:

- (i) each Plot is a burdened property, and
- (ii) the benefited property is the Development

7.3.2 The following servitudes are imposed as servitudes on each Plot in favour of the Development:

- (i) a right of access (including a right to erect scaffolding) for the purpose of the erection of a building or other structure on any other Plot.
- (ii) a right to move or remove any part or parts of any boundary wall or fence, and to re-position any boundary wall or fence to coincide with the title plans.

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

7.4 Exercise of servitude rights

7.4.1 The parties exercising the rights and obligations contained in Conditions 7.1, 7.2 and 7.3 will:

- (i) except when exercising the rights contained in 7.1.2 (i), (iv) and (v) give reasonable prior written notice to the relevant Owners or the Developer (except in an emergency);
- (ii) exercise the rights at reasonable times and in a reasonable manner;
- (iii) keep any disturbance and interference to a minimum; and
- (iv) make good all physical damage caused to the Development, or the Plots to the reasonable satisfaction of the affected Owners or the Developer as soon as reasonably practicable.

- 7.4.2 The rights contained in Conditions 7.1, 7.2 and 7.3 may be exercised only where it is reasonably necessary for the purpose in question.

8 Disputes

Any questions disputes or differences which may arise among any of the Owners shall, failing agreement, be referred to an arbiter jointly appointed by the parties or failing agreement by an arbiter 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 of the Law Society of Scotland in respect of legal matters relating to the Development or this Deed of Conditions, and the decision of such arbiter shall be binding upon the parties who shall each bear their own costs in respect of any such determination. The application of Section 3 of the Administration of Justice (Scotland) Act 1972 is expressly excluded.

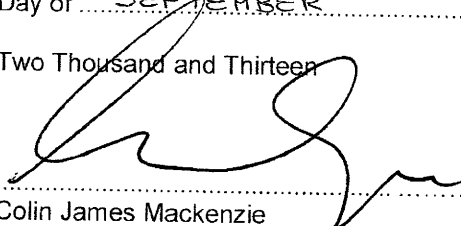
9 Statutory Undertakers/Reservations

- 9.1 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 the Plots in the Development 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 us or our successors, and none of the Owners will have any claim against the Developer.

9.2 There is reserved to the Developer full power to make whatever alterations and deviations they may consider proper, including the right to depart entirely from the plans of the Development and to dispose of any part of the Development for such purposes as they may think fit and the Owners shall have no right in title to object and shall have no claim in respect thereof:

IN WITNESS WHEREOF these presents consisting of this and the seventeen preceding pages together with the Plan annexed and executed as relative hereto are subscribed as follows:-

Signed for and on behalf of the said Springfield Properties PLC

At	STIRLING.....	Louisa Gardiner.....	Witness
On the	11 TH	LOUISA GARDINER.....	Full Name
Day of	SEPTEMBER.....	10 ALBERT PLACE.....	Address
Two Thousand and Thirteen		STIRLING FK8 2QL.....	
Colin James Mackenzie		PARALEGAL.....	Occupation
As Attorney for Springfield Properties PLC			