

WE, RIVER LANE DEVELOPMENTS LIMITED, a company incorporated under the Companies Acts, registered in Scotland under Company Number SCO350390 and having our Registered Office at 10 Knockbreck Street, Tain, IV19 1BJ, do hereby affirm and solemnly swear as follows:


- We have been the proprietors and continuous possessors of the subjects known as and forming River Lane, Alness, being the subjects registered in the Land Register of Scotland under Title Number ROS11843 ("The Property"),
- During our ownership, we have continuously possessed, owned, and maintained the Property, including the areas hatched blue on the Title Plan relative to the aforesaid Title Number, peacefully, openly and without judicial interruption.

SWORN by the above-named River Lane Development Limited at Tain

on 25<sup>th</sup> March 2026

in the presence of the undernoted witness:

  
.....

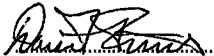
  
.....  
Martin Ramsay, Director,  
Authorised Signatory River Lane  
Developments Limited

Full Name MUHAMMAD WASIM SADIA  
Address 28 SCOTSBURN ROAD, TAIN  
IV19 1PR

WE, RIVER LANE DEVELOPMENTS LTD, a company incorporated under the Companies Acts (Company Number SCO350390) having our Registered Office at 10 Knockbreck Street, Tain, IV19 1BJ, registered proprietor of the subjects hereinafter disposed IN CONSIDERATION of the sum of FIFTEEN THOUSAND POUNDS (£15,000.00) STERLING now paid to us as the price thereof by MacGregor Land Group Limited, a company incorporated under the Companies Acts and having their Registered Office at Office 333, 8 Church Street, Inverness IV1 1EA, of which sum we hereby acknowledge the receipt and discharge Have Sold and Do Hereby DISPONE to and in favour of the said MacGregor Land Group Limited and their executors and assignees whomsoever ALL and WHOLE the subjects known as and forming River Lane, Alness being the whole subjects registered in the Land Register of Scotland under Title Number ROS11843; WITH ENTRY as at

March 2026 notwithstanding the date hereof; And I grant warrandice; IN WITNESS WHEREOF

Signature of Witness



Full Name of Witness

DAVID GAVIN PURVIS

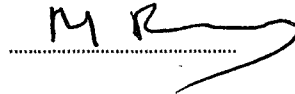
Address

TIGH - GORM

MONKS WALK

FERRIS IV201US

Signature of Martin Ramsay, Director



Date

25/3/26

Place

TAIN

WE, THE HIGHLAND COUNCIL, Council Buildings, Glenurquhart Road, Inverness, heritable proprietors of the subjects and others hereinafter disposed IN CONSIDERATION of the price of TWENTY THOUSAND POUNDS (£20,000) STERLING paid to us by RIVER LANE DEVELOPMENTS LTD, a Company incorporated in Scotland and having their place of business at The Old Mortuary, Ferry Road, Dingwall, Ross shire, HAVE SOLD and DO HEREBY DISPONE to and in favour of the said River Lane Developments Ltd and their successors and assignees whomsoever, heritably and irredeemably that lot or area of ground situated at River Side in the Village of Alness in the County of Ross and Cromarty extending to Eighty three decimal or hundredth parts of a hectare or thereby metric measure all as the subjects are shown delineated in red on the plan annexed and subscribed as relative hereto TOGETHER WITH (One) the whole shale, fireclay, ironstone, freestone, limestone and other fossils, mines, metals and minerals (other than coal now vested in the National Coal Board) in and under the subjects hereby disposed (Two) the growing timber thereon (Three) the fences on the boundaries of the subjects hereby disposed so far as belonging to us (Four) the teinds of the said subjects (Five) the Disposed property servitudes set out in Part 2 of the Schedule annexed and signed as relative hereto ("the Schedule") and the Retained Property Burdens set out in Part 5 of the Schedule; (Six) all rights, pertinents and privileges thereof and our whole right, title and interest present and future therein and thereto ;Which subjects hereby disposed form

part and portion of All and Whole (First) that area of ground situated on the west side of the River Alness extending from Alness Bridge on the south to the dyke of the Coulhill Plantation on the north, the boundary on the east being the medium filum of the River Alness in the Parish of Alness and former County of Ross and Cromarty now the Ross and Cromarty Area of the Highland Council Area but for the purpose of registration of writs in the County of Ross and Cromarty all as the subjects are more particularly described in, disposed by and delineated and coloured pink on the plan annexed and signed as relative to a Disposition by Doctor Theodore Michael Noel Salveson in favour Pat Munro (Alness)Limited dated Twenty Sixth September and recorded in the Division of the General Register of Sasines applicable to the County of Ross and Cromarty on Sixth day of October both months in the year Nineteen Hundred and Sixty Nine and ALL and WHOLE (Second) that lot or area of ground extending to Nine Hundred and Ten Decimal or One Thousandth parts of an acre or thereby Imperial Standard Measure lying to the south of Teaninich Quarry in the Village of Alness, Parish of Alness and County of Ross and Cromarty all as the subjects are more particularly described in and delineated in red on the plan thereof annexed and signed as relative to a Disposition granted by Francis Burton Harrison Esquire of Teaninich in favour of William Tuach dated Ninth September and recorded in the Division of the General Register of Sasines applicable to the County of Ross and Cromarty on Twenty First October both dates in the year Nineteen Hundred and Twenty Seven; Together with all rights and pertinents

hereto belonging and our whole right title and interest in and to the subjects hereby disposed; But the subjects hereby disposed are so disposed ALWAYS WITH AND UNDER insofar as still valid, subsisting and applicable the whole burdens, conditions, reservations and others more particularly specified and contained in (First) the said Disposition granted by Doctor Theodore Michael Noel Salveson in favour of Pat Munro (AIness)Limited dated and recorded as aforesaid and (Second) the servitudes, burdens conditions and others more particularly specified and contained in the Retained Property Servitudes set out in Part 3 of the Schedule and Disposed Property Burdens set out in Part 4 of the Schedule ; WITH ENTRY as at the date hereof ; Which subjects were last vested in the Ross and Cromarty District by virtue of (First) Disposition in their favour recorded in the said Division of the General Register of Sasines on First May in the year Nineteen Hundred and Ninety and (Second) Conveyance recorded in their favour in the said Division of the General Register of Sasines on Nineteenth November in the year Nineteen Hundred and Eighty from whom we acquired right by virtue of (FIRST) the Local Government etc (Scotland) Act 1994; and (SECOND) the Local Authorities (Property Transfer) (Scotland) Order 1995; And we exclude from warrandice the public rights of way shown coloured blue on the said plan annexed and subscribed as relative hereto:And we grant warrandice from our own fact and deed only in respect of that part of the subjects of sale delineated in green and cross hatched in black: And otherwise we grant

warrandice in respect of the remaining area of the subjects hereby disposed:

IN WITNESS WHEREOF these presents typewritten on this and the three preceding pages together with the schedule and plan annexed are sealed with the Common Seal of the said The Highland Council and signed for them and on their behalf by Lesley Howie their Legal Manager, Conveyancing and Commercial, Proper Officer, at Inverness on the Twentieth day of November Two Thousand and Nine.

*Lesley Howie*

This is the Schedule referred to in the foregoing Disposition by Highland Council in favour of River Lane Developments Ltd

## **Part I**

### **Interpretation**

In this Schedule

**"the Retained Property"** means the subjects lying in the said County described (First) in Disposition by Doctor Theodore Michael Noel Salveson in favour Pat Munro (Alness)Limited dated Twenty Sixth September and recorded in the Division of the General Register of Sasines applicable to the County of Ross and Cromarty on Sixth day of October both months in the year Nineteen Hundred and Sixty Nine and (Second) in Disposition granted by Francis Burton Harrison Esquire of Teaninich in favour of William Tuach dated Ninth September and recorded in the Division of the General Register of Sasines applicable to the County of Ross and Cromarty on Twenty First October both dates in the year Nineteen Hundred and Twenty Seven UNDER EXCEPTION of the subjects hereby disposed in the foregoing Disposition.

**"the Disposed Property"** means ALL and WHOLE the subjects hereby disposed in the foregoing Disposition.

**"the Disponer"** means the said Highland Council and their successors as proprietors of the Retained Property.

**"the Disponee"** means the said River Lane Developments Ltd and their successors as proprietors of the Disposed Property.

**"the Access Road"** means the road shown coloured green on the plan annexed and signed as relative hereto.

## **Part 2**

### **The Disposed Property Servitudes**

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

1. A heritable and irredeemable non exclusive servitude right of access to and egress from the Disposed Property to the public road for both pedestrian and vehicular traffic along the Access Road.

## **Part 3**

### **The Retained Property Servitudes**

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

1. There is reserved a servitude right of access for grass cutting equipment and other equipment required to maintain the Retained Property over the eastmost access path coloured blue on the said Plan annexed and subscribed as relative hereto . The said right shall be exercised by the Disponer in a manner that causes the least inconvenience to the Disponee and subject to the reinstatement to the reasonable satisfaction of the Disponee of all surface and other damage caused by the exercise by the Disponer of the said right.

## **Part 4**

### **The Disposed Property Burdens**

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

1. The Disponee shall contribute towards the total upkeep of the Access Road and shall pay on demand an equitable share based on a user basis of the cost of maintaining and repairing and when necessary renewing the Access Road and in the absence of agreement to be fixed by a reference to a member of the Royal Institute of Chartered Surveyors to be appointed by agreement between the parties failing which agreement by the Sheriff of Grampian, Highland and Islands at Dingwall or his substitute the decision of such Chartered Surveyor to be final and binding on both parties

## **Part 5**

### **The Retained Property Burdens**

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

NONE

*Lesley Horne*



DISPOSITION

BY

THE HIGHLAND COUNCIL

IN FAVOUR OF

RIVER LANE DEVELOPMENTS LTD

2009

SUBJECTS – Area of Ground on

West side of River Alness

T.S.H. Burns and Son  
Solicitors, Dingwall  
DX 520580 Dingwall  
FAS 7615

**ARTICLES OF ROUP**

These Articles of Roup apply to the property in Scotland being ALL and WHOLE...

being the subjects forming River Lane Plot 2, being the subjects forming PART and PORTION of ALL and WHOLE River Lane, AIness, being the subjects registered in the Land Register of Scotland under Title Number ROS11843 and more particularly shown outlined in red and labelled "River Lane Plot 2" on the Plan annexed and executed as relative hereto.

(hereinafter referred to as "the Lot");

which subjects are exposed for sale by public Roup by.....

\_MacGregor Land Group Ltd, a company registered under the Companies Acts (Company Number SC813933) and having their registered office at Office 333 8 Church St, Inverness, United Kingdom, IV1 1EA (hereinafter called "the Seller")

and that within the

5 South Charlotte Street, Edinburgh EH2 4AN upon

\_\_\_\_\_ **Two Thousand and** \_\_\_\_\_

or at such other time or place as the exposure may be adjourned to or unless previously sold privately and that on the following conditions as may be appointed in any Minute to be annexed hereto:-

1. It is expressly declared and accepted by any person bidding at the said public roup that the said General Conditions of Sale which are specified in the Auctioneers Catalogue and any document referred to therein shall apply, to the sale of the Lot only in so far as not inconsistent with the terms of these Articles of Roup and the Minute of Preference and Enactment and any further minute to follow hereon and in the event of any such inconsistency, the terms of these Articles of Roup and Minute of Preference and Enactment and any further minute to follow hereon shall prevail and such parts of the General Conditions of Sale and any documents referred to therein which are so inconsistent shall not apply.

2. The date of entry shall be

\_\_\_\_\_ **2026**

or such other date as may be agreed between the Seller and the Purchaser when the balance of the purchase price shall be paid notwithstanding that a Disposition or Assignment is not available for delivery to the Purchaser in exchange for the purchase price. By accepting payment the Seller will come under obligation to execute and deliver to the Purchaser a valid Disposition or Assignment in their favour containing all usual and necessary clauses including warrandice from the Seller's facts and deeds only.

3. The Seller's Solicitors are McEwan Fraser Legal, 130 East Claremont Street, Edinburgh EH7 4LB

4. The Auctioneers are **Braveheart Auctions Ltd.**

5. On or prior to the Date of Entry, in addition to the Price, the Purchaser will also have an obligation to pay the sum of TWO THOUSAND POUNDS (£2,000) STERLING and any Value Added Tax payable thereon as a contribution towards the Seller's selling costs and legal fees. No breakdown of these costs and fees shall be exhibited to the Purchaser or his/her/their agents. These additional costs shall be subject to the same conditions as payment of the Price as per the auction conditions.

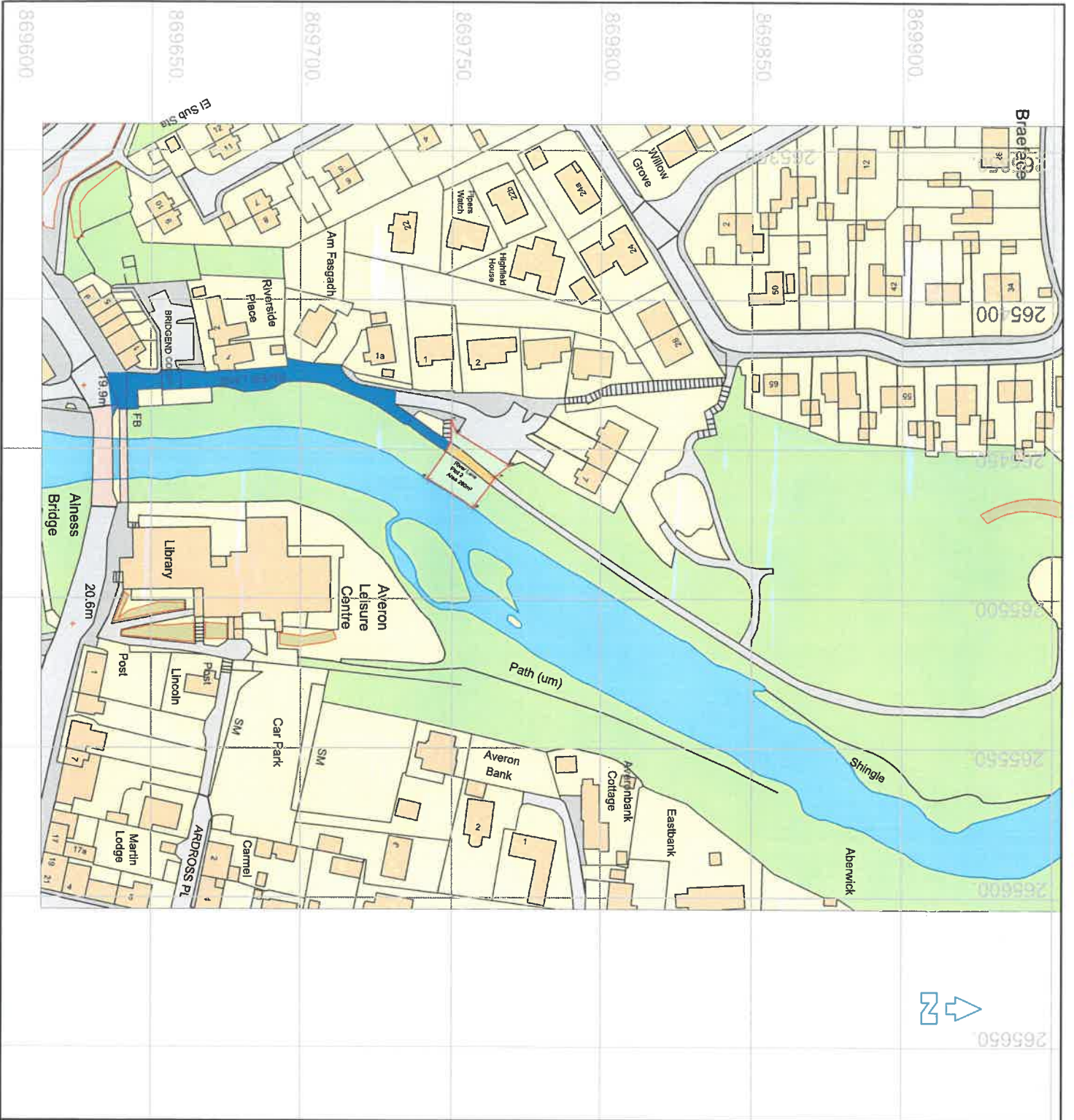
**Solicitors**  
**Firm's Signature** 

**Witness** 

**Adhibited by**  
\_\_\_\_\_

**Full Name Chloe Christine Anne Shaw**  
\_\_\_\_\_

**Address 130 East Claremont Street,  
Edinburgh EH7 4LB**  
\_\_\_\_\_



Scale 1:1250 @ A3

This is the plan referred to in the foregoing  
 Article of Incorporation  
 of the Abernethy  
 Local Authority  
 10/10/2010

*Signature*

Area to which the rights of way are granted

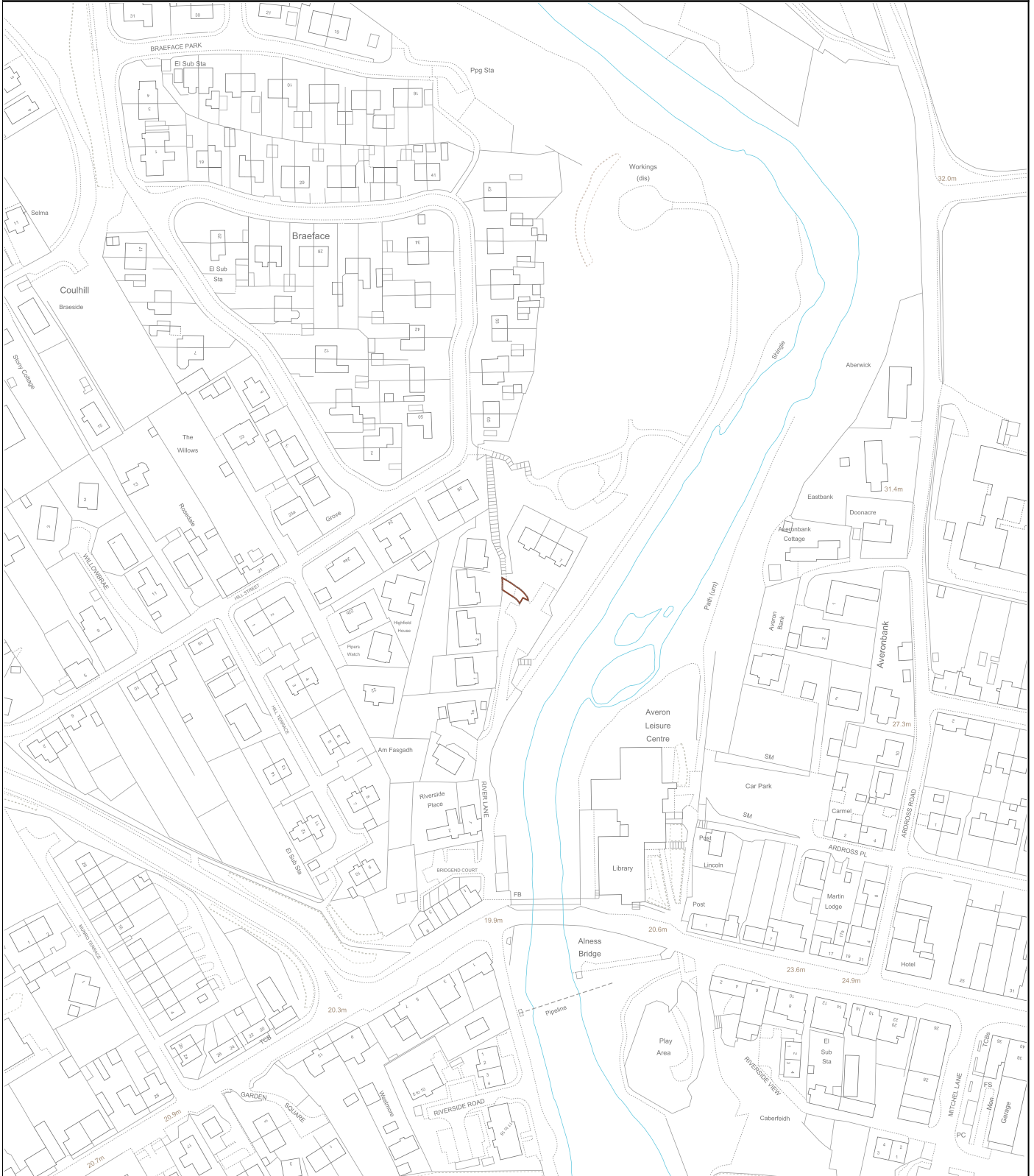
Point	Easting	Northing
1	265440.0	869748.7
2	265444.3	869751.4
3	265455.4	869768.2
4	265455.3	869764.4
5	265469.5	869757.0
6	265493.8	869741.7

River Lane Plot 2,  
 Alness  
 105202

Scale 1:1250  
 Date 10/10/2010  
 Author: A  
 Issue: A  
 Issue Date: 10/10/2010



CROWN COPYRIGHT © This copy has been produced on 25/01/2023 with the authority of Ordnance Survey under Section 47 of the Copyright and Patents Act 1988. Unless there is a relevant exception to copyright, the copy must not be copied without prior permission of the copyright owner. OS Licence no 100041182.  
This extract may contain Ordnance Survey features captured at other scales.





# Title Information: ROS11843

## Search summary

**Date/Time of search** 20 Mar 2026 12:37:09

---

**Transaction numbers** SCO-25390370

---

**User reference** 28618181

---

**ROS11843****Section A**

## Property

<b>Date of first registration</b>	13 Jan 2010
<b>Date title sheet updated to</b>	12 Dec 2022
<b>Hectarage Code</b>	0.8
<b>Real Right</b>	OWNERSHIP
<b>Map Reference</b>	NH6569
<b>Title Number</b>	ROS11843
<b>Cadastral Unit</b>	ROS11843
<b>Sasine Search</b>	9076 / 2738
<b>Property address</b>	RIVER LANE, ALNESS

**Description** Subjects cadastral unit ROS11843 on the north side of RIVER LANE, ALNESS edged red on the cadastral map being 0.80 hectares in measurement on the Ordnance Map; Together with the servitudes rights contained in the Dispositions in Entries 3, 8, 9 and 10 of the Burdens Section; Together also with the subsisting rights to real burdens specified in the Schedule below.

**Notes**

1. The parts edged and numbered in green on the cadastral map have been removed from this cadastral unit.
2. The description of the burdened property in each entry of the Schedule of Particulars relative to Subsisting Rights to Real Burdens above should be read in conjunction with the Explanatory Note in the Burdens Section.

**Schedule of Particulars Relative to Subsisting Rights to Real Burdens**

<b>Entry No</b>	<b>Benefited Property</b>	<b>Real Burdens</b>	<b>Burdened Property</b>
1	subjects in this Title.	Deed of Servitude and Real Burdens to Connie Ramsay, registered 20 Jun. 2013, in Entry 4 of the Burdens Section	subjects Plot 1 at River Lane, Sentry Hill, Alness, registered under Title Number ROS15151
2	subjects in this Title	Deed of Servitude and Real Burdens to Connie Ramsay, registered 28 Feb. 2014, in Entry 5 of the Burdens Section	subjects Plot 2 at River Lane, Sentry Hill, Alness, registered under Title Number ROS15867
3	subjects in this Title	Deed of Servitude and Real Burdens to Connie Ramsay, registered 9 Oct. 2014, in Entry 6 of the Burdens Section	subjects Plot 3 at River Lane, Sentry Hill, Alness, registered under Title Number ROS16502

<b>Entry No</b>	<b>Benefited Property</b>	<b>Real Burdens</b>	<b>Burdened Property</b>
4	subjects in this Title	Deed of Servitude and Real Burdens to Connie Ramsay, registered 1 Dec. 2014, in Entry 7 of the Burdens Section	subjects Plot 4 at River Lane, Sentry Hill, Alness, registered under Title Number ROS16707
5	subjects in this Title and other subjects	Disposition to Maria Gilmour, registered 4 Jul. 2022, in Entry 8 of the Burdens Section	subjects Plot 2 at River Lane, Alness, registered under Title Number ROS27254
6	subjects in this Title	Disposition to Michael Robert Sellar and Lauren Macleod Forbes, registered 28 Sep. 2022, in Entry 9 of the Burdens Section	subjects 5 River Lane, Alness, registered under Title Number ROS27545
7	subjects in this Title	Disposition to Pawel Drozd and another, registered 12 Dec. 2022, in Entry 10 of the Burdens Section	subjects 7 River Lane, Alness, registered under Title Number ROS27809

This is a Copy which reflects the position at the date the Title Sheet was last updated.

© Crown Copyright and Crown Database Rights: Registers of Scotland 2026.

## Section B

### Proprietorship

RIVER LANE DEVELOPMENTS LIMITED a company incorporated under the Companies Act, registered in Scotland under Company Number SCO350390 and having their Registered Office at 10 Knockbreck Street, Tain, IV19 1BJ.

<b>Entry number</b>	1
<b>Date of registration</b>	13 Jan 2010
<b>Date of Entry</b>	20 Nov 2009
<b>Consideration</b>	£20,000
<b>Notes</b>	1. Warranty is excluded in terms of section 75(1)(b) of the Land Registration etc. (Scotland) Act 2012 in relation to the area hatched blue on the cadastral map in relation to no evidence of Title prior to a Disposition by The Highland Council to River Lane Developments Ltd registered 13 Jan. 2010 has been produced to the Keeper.

This is a Copy which reflects the position at the date the Title Sheet was last updated.

© Crown Copyright and Crown Database Rights: Registers of Scotland 2026.

# **Section C**

## Securities

There are no entries.

This is a Copy which reflects the position at the date the Title Sheet was last updated.  
© Crown Copyright and Crown Database Rights: Registers of Scotland 2026.

# Section D

**ROS11843**

## Burdens

Number of Burdens: 11

### Burden 1 Preamble

Disposition by Francis Burton Harrison to William Tuach, recorded G.R.S. (Ross & Cromarty) 21 Oct. 1928, of 0.910 acre bounded by Teaninich quarry, Alness, of which that part of the subjects in this Title tinted pink on the cadastral map forms part, contains the following reservation:

### Burden 2 Preamble

Disposition by Theodore Michael Noel Salvesen to Pat Munro (Alness) Limited, recorded G.R.S. (Ross & Cromarty) 6 Oct. 1969, of ground on west side of River Alness, of which that part of the subjects in this Title tinted blue and brown on the cadastral map forms part, contains the following reservation:

### Burden 3 Preamble

Disposition by The Highland Council to River Lane Developments Ltd and their successors and assignees, registered 13 Jan. 2010, of 0.83 hectare at River Side, Alness, being the subjects registered under Title Number ROS11843, of which the subjects in this title forms part, contains inter alia the following servitudes and real burdens:

### Burden 4 Preamble

Deed of Servitude and Real Burdens by River Lane Developments Limited (who together with their successors are hereinafter referred to as the "Burdened Owner") to Connie Ramsay (who together with her successors is hereinafter referred to as the "Benefited Owner"), registered 20 Jun. 2013, contains the following:

### Burden 5 Preamble

Deed of Servitude and Real Burdens by River Lane Developments Limited (hereinafter referred to as the "Burdened Owner") to Connie Ramsay (hereinafter referred to as the "Benefited Owner"), registered 28 Feb. 2014, contains the following:

### Burden 6 Preamble

Deed of Servitude and Real Burdens by River Lane Developments Limited (hereinafter referred to as "the Burdened owner") to Connie Ramsay (hereinafter referred to as "the Benefited Owner"), registered 9 Oct. 2014, contains the following:

### Burden 7 Preamble

Deed of Servitude and Real Burdens by River Lane Developments Limited (hereinafter referred to as "the Burdened owner") to Connie Ramsay (hereinafter referred to as "the Benefited Owner"), registered 1 Dec. 2014, contains the following:

### Burden 8 Preamble

Disposition by River Lane Developments Limited to Maria Gilmour and her executors and assignees, registered 4 Jul. 2022, of Plot Two of our development at River Lane, Alness, edged and numbered 5 in green on the cadastral map, registered under Title Number ROS27254, contains the following real burdens and servitudes:

### Burden 9 Preamble

Disposition by River Land Developments Limited to Michael Robert Sellar and Lauren Macleod Forbes, registered 28 Sep. 2022, of plot one of the development at River Lane, Alness, edged and numbered 6 in green

on the cadastral map, registered under Title Number ROS27545, contains the following real burdens and servitudes:

## Burden 10 Preamble

Disposition by River Lane Developments Limited to Pawel Drozd and Maria Drozd, registered 12 Dec. 2022, of Plot 3 at River Lane, Alness, edged and numbered 7 in green on the cadastral map, registered under Title Number ROS27809, contains the following servitudes and real burdens:

## Burden 11 Preamble

Explanatory Note:

This is a Copy which reflects the position at the date the Title Sheet was last updated.

© Crown Copyright and Crown Database Rights: Registers of Scotland 2026.

# Full Burdens

## Burden 1

Disposition by Francis Burton Harrison to William Tuach, recorded G.R.S. (Ross & Cromarty) 21 Oct. 1928, of 0.910 acre bounded by Teaninich quarry, Alness, of which that part of the subjects in this Title tinted pink on the cadastral map forms part, contains the following reservation:

All existing rights of way, rights of access, servitudes or easements water and drainage rights and others at present in use to be exercised by me as proprietor of the said lands and estate of Teaninich or by feuars tenants and occupiers of adjoining or neighbouring subjects over or through the subjects hereby disposed, declaring that my said disponee shall have right to use all existing roads and ways at present used for the purpose of access to the subjects hereby disposed.

## Burden 2

Disposition by Theodore Michael Noel Salvesen to Pat Munro (Alness) Limited, recorded G.R.S. (Ross & Cromarty) 6 Oct. 1969, of ground on west side of River Alness, of which that part of the subjects in this Title tinted blue and brown on the cadastral map forms part, contains the following reservation:

Excepting always and reserving from the subjects hereby disposed right of access along the west bank of the River Alness for pedestrian and motor traffic and riding on horseback to me, my family and guests and all servitude rights for the water supply, drainage, electricity cables and others for other parts of the Estate of Teaninich, all necessary rights of access for the purpose of laying down, examining, maintaining or repairing the same.

## Burden 3

Disposition by The Highland Council to River Lane Developments Ltd and their successors and assignees, registered 13 Jan. 2010, of 0.83 hectare at River Side, Alness, being the subjects registered under Title Number ROS11843, of which the subjects in this title forms part, contains inter alia the following servitudes and real burdens:

Part 1

Interpretation

"the Retained Property" means subjects described (First) in Disposition to Pat Munro (Aness) Limited, recorded G.R.S. (Ross & Cromarty) 6 Oct. 1969 and (Second) in Disposition to William Tuach, recorded G.R.S. (Ross & Cromarty) 21 Oct. 1927 UNDER EXCEPTION of the subjects hereby disposed.

"the Disposed Property" means the subjects hereby disposed.

"the Disponer" means the said Highland Council and their successors as proprietors of the Retained Property.

"the Disponee" means the said River Lane Developments Ltd and their successors as proprietors of the Disposed Property.

"the Access Road" means the road shown yellow on the cadastral map.

## Part 2

### The Disposed Property Servitudes

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

1. A non exclusive servitude right of access to and egress from the Disposed Property to the public Road for both pedestrian and vehicular traffic along the Access Road.

## Part 4

The Disposed Property Burdens The following real burdens are imposed on the Disposed Property in favour of the Retained Property;

1. The Disponee shall contribute towards the total upkeep of the Access Road and shall pay on demand an equitable share based on a user basis of the cost of maintaining and repairing and when necessary renewing the Access Road and in the absence of agreement to be fixed by a reference to a member of the Royal Institute of Chartered Surveyors to be appointed by agreement between the parties failing which agreement by the Sheriff of Grampian, Highland and Islands at Dingwall or his substitute the decision of such chartered Surveyor to be final and binding on both parties.

## Burden 4

Deed of Servitude and Real Burdens by River Lane Developments Limited (who together with their successors are hereinafter referred to as the "Burdened Owner") to Connie Ramsay (who together with her successors is hereinafter referred to as the "Benefited Owner"), registered 20 Jun. 2013, contains the following:

WHEREAS:-

4. The Burdened Owner is the owner of the Burdened Property;

(B) The Benefited Owner is the owner of the Benefited Property; and

(C) The Burdened Owner has agreed to burden the Burdened Property with the Servitude for the benefit of the Benefited Property subject to the Real Burdens pertaining thereto;

IT IS AGREED by the Parties:-

## 4. Definitions

In this Deed:

"Benefited Property" means Plot 1 River Lane, being the subjects registered under Title Number ROS15151;

"Burdened Property" means the subjects in this Title.

"Real Burden(s)" means the real burden(s) set out in the Schedule;

"Servitudes" means the servitude set out in the Schedule;

"Schedule" means the schedule annexed to this Deed of Servitude.

## 2 Interpretation

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

2.1.1 an obligation on a person to do any act, matter or thing in terms of this Deed of Real Burdens includes an obligation to procure that it be done;

2.1.2 words putting a person under a restriction in terms of this Deed of Real Burdens include an obligation not to permit or allow infringement of the restriction;

2.1.3 references to this Deed of Real Burdens or to any other document shall be construed as reference to this Deed of Real Burdens or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;

2.1.4 any references to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to this Deed of Real Burdens;

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

## 2.2 Headings

The headings in this Deed are included for convenience of reference only and shall be ignored in construing this Deed.

## Schedule

2.3 The Schedule forms part of this Deed.

## 3. Imposition of Real Burden(s):

For no consideration, the Burdened Owner imposes on the Burdened Property the Servitudes set out in full in the Schedule. The Benefited Owner by execution hereof consents to the imposition of the Real Burdens set out in full in the Schedule hereto

## 4. No lands tribunal applications

No application may be made to the Lands Tribunal for Scotland under Section 90(1)(a)(i) of the Title Conditions (Scotland) Act 2003 in respect of the servitudes and real burdens set out in this Deed for a period of Five years after the registration of this Deed in the Land Register of Scotland:

This is the Schedule referred to in the foregoing Deed of Servitude by River Lane Developments Limited in favour of Connie Ramsay.

## Servitude affecting the Burdened Property

The following servitude right is imposed on the Burdened Property in favour of the Benefited Property namely

A heritable and irredeemable servitude right of access to and egress from the benefited property for both pedestrian and vehicular access by the access road ("the Access Road") shown hatched green on the cadastral map.

#### Real Burdens affecting the Benefited Property

The following Real Burden shall be created against the Benefitted Property for the benefit of the Burdened Property. The Benefited Property shall contribute towards the total upkeep of the Access Road along with other Proprietors entitled to use same and shall pay on demand an equitable share based on a user basis of the cost of maintaining and repairing and when necessary renewing the Access Road and in the absence of agreement to be fixed by a reference to a member of the Royal Institute of Chartered Surveyors to be appointed by agreement between the parties failing which agreement by the Sheriff of Grampian, Highland and Islands at Inverness or his substitute the decision of such Chartered Surveyor to be final and binding on both parties.

## Burden 5

Deed of Servitude and Real Burdens by River Lane Developments Limited (hereinafter referred to as the "Burdened Owner") to Connie Ramsay (hereinafter referred to as the "Benefited Owner"), registered 28 Feb. 2014, contains the following:

WHEREAS:-

(A) The Burdened Owner is the owner of the Burdened Property;

(B) The Benefited Owner is the owner of the Benefited Property; and

(C) The Burdened Owner has agreed to burden the Burdened Property with the Servitude for the benefit of the Benefited Property subject to the Real Burdens pertaining thereto;

IT IS AGREED by the Parties:-

### 1. Definitions

In this Deed:

"Benefited Property" means the subjects registered under Title Number ROS15867;

"Burdened Property" means the subjects in this Title;

"Real Burden(s)" means the real burden(s) set out in the Schedule;

"Servitudes" means the servitude set out in the Schedule;

"Schedule" means the schedule annexed to this Deed of Servitude.

### 2 Interpretation

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

2.1.1 an obligation on a person to do any act, matter or thing in terms of this Deed of Real Burdens includes an obligation to procure that it be done;

2.1.2 words putting a person under a restriction in terms of this Deed of Real Burdens include an obligation not to permit or allow infringement of the restriction;

2.1.3 references to this Deed of Real Burdens or to any other document shall be construed as reference to this Deed of Real Burdens or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;

2.1.4 any references to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to this Deed of Real Burdens;

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

## 2.2 Headings

The headings in this Deed are included for convenience of reference only and shall be ignored in construing this Deed 2.3

## Schedule

2.3 The Schedule forms part of this Deed.

## 3. Imposition of Real Burden(s):

For no consideration, the Burdened Owner imposes on the Burdened Property the Servitude set out in full in the Schedule. The Benefited Owner by execution hereof consents to the imposition of the Real Burdens set out in full in the Schedule hereto

## 4. No lands tribunal applications

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

This is the Schedule referred to in the foregoing Deed of Servitude by River Lane Developments Limited in favour of CONNIE RAMSAY

### Servitude affecting the Burdened Property

A servitude right of access to and egress from the benefited property for both pedestrian and vehicular access by the access road hatched green on the cadastral map

### Real Burdens affecting the Benefited Property

The Benefited Property and Benefited Owner shall contribute towards the total upkeep of the Access Road and shall pay on demand an equitable share based on a user basis of the cost of maintaining and repairing and when necessary renewing the Access Road and in the absence of agreement to be fixed by a reference to a member of the Royal Institute of Chartered Surveyors to be appointed by agreement between the parties failing which agreement by the Sheriff of Grampian, Highland and Islands at Inverness or his substitute the decision of such Chartered Surveyor to be final and binding on both parties.

## Burden 6

Deed of Servitude and Real Burdens by River Lane Developments Limited (hereinafter referred to as "the Burdened owner") to Connie Ramsay (hereinafter referred to as "the Benefited Owner"), registered 9 Oct. 2014, contains the following:

WHEREAS:-

(A) The Burdened Owner is the owner of the Burdened Property;

(B) The Benefited Owner is the owner of the Benefited Property; and

(C) The Burdened Owner has agreed to burden the Burdened Property with the Servitude for the benefit of the Benefited Property subject to the Real Burdens pertaining thereto;

IT IS AGREED by the Parties:-

## 1. Definitions

In this Entry:-

"Benefited Property" means Plot 3 River Lane, Snetry Hill, Alness, being the subjects registered under Title Number ROS16502;

"Burdened Property" means the subjects in this Title;

"Real Burden(s)" means the real burden(s) set out in the Schedule;

"Servitudes" means the servitude set out in the Schedule;

"Schedule" means the schedule annexed to this Deed of Servitude.

## 2 Interpretation

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

2.1.1 an obligation on a person to do any act, matter or thing in terms of this Deed of Real Burdens includes an obligation to procure that it be done;

2.1.2 words putting a person under a restriction in terms of this Deed of Real Burdens include an obligation not to permit or allow infringement of the restriction;

2.1.3 references to this Deed of Real Burdens or to any other document shall be construed as reference to this Deed of Real Burdens or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;

2.1.4 any references to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to this Deed of Real Burdens;

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

## 2.2 Headings

The headings in this Deed are included for convenience of reference only and shall be ignored in construing this Deed 2.3;

## Schedule

2.3 The Schedule forms part of this Deed.

## 3. Imposition of Real Burden(s):

For no consideration, the Burdened Owner imposes on the Burdened Property the Servitude set out in full in the Schedule. The Benefited Owner consents to the imposition of the Real Burdens set out in full in the Schedule hereto;

#### 4. No lands tribunal applications

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

This is the Schedule referred to in the foregoing Deed of Servitude by River Lane Developments Limited in favour of Connie Ramsay;

Servitude affecting the Burdened Property for the benefit of the Benefited Property;

A servitude right of access to and egress from the benefited property for both pedestrian and vehicular access by the access road hatched yellow on the cadastral map.

Real Burdens affecting the Benefited Property for the benefit of the Burdened Property;

The Benefited Property and Benefited Owner shall contribute towards the total upkeep of the Access Road and shall pay on demand an equitable share based on a user basis of the cost of maintaining and repairing and when necessary renewing the Access Road and in the absence of agreement to be fixed by a reference to a member of the Royal Institute of Chartered Surveyors to be appointed by agreement between the parties failing which agreement by the Sheriff of Grampian, Highland and Islands at Inverness or his substitute the decision of such Chartered Surveyor to be final and binding on both parties.

## Burden 7

Deed of Servitude and Real Burdens by River Lane Developments Limited (hereinafter referred to as "the Burdened owner") to Connie Ramsay (hereinafter referred to as "the Benefited Owner"), registered 1 Dec. 2014, contains the following:

WHEREAS:-

(A) The Burdened Owner is the owner of the Burdened Property;

(B) The Benefited Owner is the owner of the Benefited Property; and

(C) The Burdened Owner has agreed to burden the Burdened Property with the Servitude for the benefit of the Benefited Property subject to the Real Burdens pertaining thereto;

IT IS AGREED by the Parties:-

#### 1. Definitions

In this Entry:-

"Benefited Property" means Plot 4 River Lane, Snetry Hill, Alness, being the subjects registered under Title Number ROS16707;

"Burdened Property" means the subjects in this Title;

"Real Burden(s)" means the real burden(s) set out in the Schedule;

"Servitudes" means the servitude set out in the Schedule;

"Schedule" means the schedule annexed to this Deed of Servitude.

## 2 Interpretation

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

2.1.1 an obligation on a person to do any act, matter or thing in terms of this Deed of Real Burdens includes an obligation to procure that it be done;

2.1.2 words putting a person under a restriction in terms of this Deed of Real Burdens include an obligation not to permit or allow infringement of the restriction;

2.1.3 references to this Deed of Real Burdens or to any other document shall be construed as reference to this Deed of Real Burdens or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;

2.1.4 any references to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to this Deed of Real Burdens;

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

## 2.2 Headings

The headings in this Deed are included for convenience of reference only and shall be ignored in construing this Deed 2.3;

## Schedule

2.3 The Schedule forms part of this Deed.

## 3. Imposition of Real Burden(s):

For no consideration, the Burdened Owner imposes on the Burdened Property the Servitude set out in full in the Schedule. The Benefited Owner consents to the imposition of the Real Burdens set out in full in the Schedule hereto;

## 4. No lands tribunal applications

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

This is the Schedule referred to in the foregoing Deed of Servitude by River Lane Developments Limited in favour of Connie Ramsay;

Servitude affecting the Burdened Property for the benefit of the Benefited Property;

A servitude right of access to and egress from the benefited property for both pedestrian and vehicular access by the access road hatched yellow on the cadastral map.

Real Burdens affecting the Benefited Property for the benefit of the Burdened Property;

The Benefited Property and Benefited Owner shall contribute towards the total upkeep of the Access Road and shall pay on demand an equitable share based on a user basis of the cost of maintaining and repairing and when necessary renewing the Access Road and in the absence of agreement to be fixed by a reference to a

member of the Royal Institute of Chartered Surveyors to be appointed by agreement between the parties failing which agreement by the Sheriff of Grampian, Highland and Islands at Inverness or his substitute the decision of such Chartered Surveyor to be final and binding on both parties.

## Burden 8

Disposition by River Lane Developments Limited to Maria Gilmour and her executors and assignees, registered 4 Jul. 2022, of Plot Two of our development at River Lane, Alness, edged and numbered 5 in green on the cadastral map, registered under Title Number ROS27254, contains the following real burdens and servitudes:

### Part I: Definitions

In this Entry:

"the Development" comprises the three dwellings being Plot 1, River Lane, Alness IV17 0XQ, Plot 2 River Lane, Alness IV17 0XQ and Plot 3, River Lane, Alness IV17 0XQ, to be known as and forming Five River Lane, Six River Lane and Seven River Lane respectively

"Common Parts" in relation to "the Development" means:

(i) the drains, soil and rain water pipes, water supply pipes, tanks, cisterns, rhones, gutters, conductors, gas and electric mains, and all pipes, cables, wires and transmitters and connections and any other service media and all other related equipment and works of any description whatsoever so far as used in common by the Proprietors of more than one dwelling in the Development

(ii) Mutual walls, gables, fences, roof and any chimney vents and stalks of the Development and any integral division walls between any dwellings in the Development and any of the Common Parts.

(iii) the whole parts and pertinents, fixtures and fittings of or in connection with that Development which are used in common by the Proprietors of more than one dwelling.

"the Disposed Property" means the subjects hereby disposed;

"Disposed Property Proprietor" means the proprietor of the disposed property, together with her successors and assignees whomsoever;

"Dwelling" means a dwellinghouse in the Development

"Proprietor" means the owner from time to time of a dwelling or dwellings within the development and where two or more persons own the same, includes both or all of them and any obligations hereby imposed on them shall bind them jointly and severally

"the Retained Property" means the subjects in this title, under exception of "the Disposed Property";

"the Retained Property Proprietor" means the proprietor of the retained property together with his successors and assignees whomsoever;

### INTERPRETATION

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

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 where at any one time there are two or more persons included in the expression "Disponed Property Owner" or "Retained Property Owner" obligations contained in this Deed which are expressed to be made by the party denoted by the expression in question are binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order;

1.2.4 words importing individuals include legal persons and vice versa;

1.2.5 references to this Deed or to any other document are to be construed as reference to this Deed or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;

1.2.7 any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;

1.2.8 any rights granted to the Disponed Property Proprietor or the Disponed Property Owner are exercisable by the tenants, agents, employees, workmen and others authorised by them from time to time; and

1.2.9 any rights reserved to the Retained Property Proprietor or the Retained Property Owner are exercisable by the tenants, agents, employees, workmen and others authorised by them from time to time.

#### NO LANDS TRIBUNAL APPLICATIONS

No application may be made to the Lands Tribunal for Scotland under section 90(1)(a)(i) of the Title Conditions (Scotland) Act 2003 in respect of the Servitude Rights, Real Burdens and Servitude Conditions set out in this Deed for a period of five years after the registration of this Deed in the Land Register of Scotland.

#### Part 2

##### Real Burdens affecting the Disponed Property

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

1. The Proprietor of the Disponed Property shall maintain all buildings and erections thereon in good order and repair and if necessary rebuilt in all time coming and in the event of damage or destruction shall restore, repair and re-erect the same within one year of damage or destruction.

2. The Disponed Property shall be held by the Proprietor thereof in all time coming under the obligation jointly with the other Proprietors within the Development

(PRIMO) of upholding and maintaining in good order and repair and from time to time when necessary restoring and renewing the Common Parts of the said Development and

(SECUNDO) of cleaning, repainting and decorating the Common Parts, the cost of which shall be payable by all of the proprietors of dwellings in the Development in equal proportions; and

(TERTIO) all appropriate steps to prevent damage to the fabric of the Development of which their Dwelling forms part, and in particular by control of vermin and immediate treatment of any wood, rot or infestation in the floors, skirting boards, joists, doors, walls, ceilings, mouldings and others and by the repair of any damage to the water supply pipes, soil and water pipes and gas or electric cables, pipes or appliances within his own Dwelling and in the event of failure by any Proprietor to take timeous and adequate measures to prevent or repair such damage he shall be liable for any additional damage to other parts of the Development arising from such failure.

3. Each Proprietor of a Dwelling shall have an equal pro indivisio right of property in common with the other Proprietors of Dwellings in the same Development to the

Common Parts of the said Development.

4. Proprietors of the Dwellings shall be bound to effect with a reputable insurance company, a policy against loss or damage by fire, explosion, flood, escape of water, storm and tempest for the full reinstatement value of the Dwelling at all times.

5. The Proprietors and parties occupying any of the Dwellings are hereby expressly prohibited from carrying on therein or in any other part of the Development any use that might in the reasonable opinion of the other Proprietors be deemed a nuisance and notwithstanding any rule of law to the contrary.

6. A continuous separation barrier is present beneath the soil within the garden area of the Disposed Property due to underlying unsuitable material. The Proprietor of the Disposed Property shall be prohibited from all time coming from digging, planting, or other excavation deeper than 0.45m below ground level. No planting of trees, shrubs or other deep-rooted plants varieties may be planted on the Disposed Property. No garden feature such as ponds, clothes poles, sunken trampolines or structure which would require foundation or support excavation beyond 0.45 shall

be permitted Any new service pipes serving the Disposed Property shall be laid with clean corridors and shall be no deeper than below 0.6m below ground level.

7. The Disposed Property shall, so far as not occupied by the Dwelling, access area, forecourts, roadway, driveways and footpaths be kept and used as ornamental or garden ground and for no other purpose. No fences, division walls or draught

boarding shall be erected thereon, nor shall any form of trellis or screening over a height over 6 feet.

### Part 3

#### Real Burdens affecting the Retained Property

The following Real Burdens are imposed on the Retained Property in favour of the Disposed Property:

1. The Retained Property Proprietor shall maintain all buildings and erections thereon in good order and repair and if necessary rebuilt in all time coming and in the event of damage or destruction shall restore, repair and re-erect the same within one year of damage or destruction.

2. The Retained Property shall be held by the Retained Property Proprietor in all time coming under the obligation jointly with the other Proprietors of dwellings of the Development

(PRIMO) of upholding and maintaining in good order and repair and from time to time when necessary restoring and renewing the common parts of the said Development;

(SECUNDO) of cleaning, repainting and decorating the said common parts, the cost of which shall be payable by all of the proprietors of dwellings in the Development in equal proportions; and

(TERTIO) of taking all appropriate steps to prevent damage to the fabric of the Development of which their Dwelling forms part, and in particular by control of vermin and immediate treatment of any wood, rot or infestation in the floors, skirting boards, joists, doors, walls, ceilings, mouldings and others and by the repair of any damage to the water

supply pipes, soil and water pipes and gas or electric cables, pipes or appliances within his own Dwelling and in the event of failure by any Proprietor to take timeous and adequate measures to prevent or repair such damage he shall be liable for any additional damage to other parts of the Development arising from such failure.

3. Each Proprietor of a Dwelling shall have an equal pro indiviso right of property in common with the other Proprietors of Dwellings in the Development to the Common Parts of the Development.

4. Proprietors of the Dwellings shall be bound to effect with a reputable insurance company, a policy against loss or damage by fire, explosion, flood, escape of water, storm and tempest for the full reinstatement value of the

Dwelling at all times.

5. The Proprietors and parties occupying any of the Dwellings are hereby expressly prohibited from carrying on therein or in any other part of the Development any use that might in the reasonable opinion of the other Proprietors be deemed a nuisance and notwithstanding any rule of law to the contrary.

#### Part 4

##### Servitudes affecting the Retained Property

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

1. Heritable and irredeemable servitude rights of access to and egress from the retained property for authorised tradesmen and others whenever reasonably required to lay, maintain, operate, inspect, renew or any other necessary purposes any part of the common part or where necessary of the disposed property, whether solely or in common with the other Proprietors and such rights shall be exercised

in a manner and subject to such reasonable restrictions as the Retained Property Proprietor shall direct, provided always that such restrictions shall not materially interfere with the exercise of such rights of access to and egress from either the Retained Property or Disposed Property.

2. A heritable and irredeemable servitude right of pedestrian and vehicular access to and egress from the Disposed Property shall be imposed on the Retained Property in favour of the Disposed Property over the roadway edged brown on additional cadastral map view 1.

3. A heritable and irredeemable servitude right to connect into and use all drains, sewers, electric cables, gas and water mains, other pipes, cables and similar service media insofar as they run on, under or through the Retained Property.

4. The foregoing rights as detailed in this Part of this Entry shall be exercised in such a way as to cause the least practicable damage and disruption to the Retained Property and subject to the party exercising the same making good any damage thereby occasioned and to the reasonable satisfaction of the Retained Property Proprietor affected by such rights.

#### Part 5

##### Servitudes affecting the Disposed Property

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

1. Heritable and irredeemable servitude rights of access to and egress from the Disposed Property for authorised tradesmen and others whenever reasonably required to lay, maintain, operate, inspect, renew or any other necessary purposes any part of the common parts or of the disposed property, whether solely or in common with the other Proprietors and such rights shall be exercised in a manner and subject to such reasonable restrictions as the Disposed Property Proprietor shall direct, provided always that such restrictions shall not materially interfere with the exercise of such rights of access to and egress from either the Retained Property or Disposed Property

2. A heritable and irredeemable servitude right to connect into and use all drains, sewers, electric cables, gas and water mains, other pipes, cables and similar service media insofar as they run on, under or through the Disposed Property.

3. The foregoing rights as detailed in this Part of the Entry shall be exercised in such a way as to cause the least practicable damage and disruption to the Retained Property and subject to the party exercising the same making good any damage thereby occasioned and to the reasonable satisfaction of the Retained Property Proprietor affected by such rights.

## Burden 9

Disposition by River Land Developments Limited to Michael Robert Sellar and Lauren Macleod Forbes, registered 28 Sep. 2022, of plot one of the development at River Lane, Alness, edged and numbered 6 in green on the cadastral map, registered under Title Number ROS27545, contains the following real burdens and servitudes:

### Part I: Definitions

In this Entry:

"the Development" comprises the three dwellings being Plot 1, River Lane, Alness, Plot 2 River Lane, Alness and Plot 3, River Lane, Alness, to be known as and forming Five River Lane, Six River Lane and Seven River Lane respectively

"Common Parts" in relation to "the Development" means:

(i) the drains, soil and rain water pipes, water supply pipes, tanks, cisterns, rhones, gutters, conductors, gas and electric mains, and all pipes, cables, wires and transmitters and connections and any other service media and all other related equipment and works of any description whatsoever so far as used in common by the Proprietors of more than one dwelling in the Development

(ii) Mutual walls, gables, fences, roof and any chimney vents and stalks of the Development and any integral division walls between any dwellings in the Development and any of the Common Parts.

(iii) the whole parts and pertinents, fixtures and fittings of or in connection with that Development which are used in common by the Proprietors of more than one dwelling.

"the Disponed Property" means the subjects hereby disponed;

"Disponed Property Proprietor" means the proprietor of the disponed property, together with their successors and assignees whomsoever;

"Dwelling" means a dwellinghouse in the Development

"Proprietor" means the owner from time to time of a dwelling or dwellings within the development and where two or more persons own the same, includes both or all of them and any obligations hereby imposed on them shall bind them jointly and severally.

"the Retained Property" means the subjects in this Title, under exception of "the Disponed Property";

"the Retained Property Proprietor" means the proprietor of the retained property together with his successors and assignees whomsoever;

### INTERPRETATION

Save to the extent that the context or the express provisions of this Deed otherwise require,

in this Entry:-

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 where at any one time there are two or more persons included in the expression "Disponed Property Owner" or "Retained Property Owner" obligations contained in this Deed which are expressed to be made by

the party denoted by the expression in question are binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order;

1.2.4 words importing individuals include legal persons and vice versa;

1.2.5 references to this Deed or to any other document are to be construed as reference to this Deed or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;

1.2.6 any reference to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to this Entry;

1.2.7 any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;

1.2.8 any rights granted to the Disposed Property Proprietor or the Disposed Property Owner are exercisable by the tenants, agents, employees, workmen and others authorised by them from time to time; and

1.2.9 any rights reserved to the Retained Property Proprietor or the Retained Property Owner are exercisable by the tenants, agents, employees, workmen and others authorised by them from time to time.

#### NO LANDS TRIBUNAL APPLICATIONS

No application may be made to the Lands Tribunal for Scotland under section 90(1)(a)(i) of the Title Conditions (Scotland) Act 2003 in respect of the Servitude Rights, Real Burdens and Servitude Conditions set out in this Deed for a period of five years after the registration of this Deed in the Land Register of Scotland.

#### Part 2

##### Real Burdens affecting the Disposed Property

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

1. The Proprietor of the Disposed Property shall maintain all buildings and erections thereon in good order and repair and if necessary rebuilt in all time coming and in the event of damage or destruction shall restore, repair and re-erect the same within one year of damage or destruction.
2. The Disposed Property shall be held by the Proprietor thereof in all time coming under the obligation jointly with the other Proprietors within the Development (PRIMO) of upholding and maintaining in good order and repair and from time to time when necessary restoring and renewing the Common Parts of the said Development and (SECUNDO) of cleaning, repainting and decorating the Common Parts, the cost of which shall be payable by all of the proprietors of dwellings in the Development in equal proportions; and (TERTIO) all appropriate steps to prevent damage to the fabric of the Development of which their Dwelling forms part, and in particular by control of vermin and immediate treatment of any wood, rot or infestation in the floors, skirting boards, joists, doors, walls, ceilings, mouldings and others and by the repair of any damage to the water supply pipes, soil and water pipes and gas or electric cables, pipes or appliances within his own Dwelling and in the event of failure by any Proprietor to take timeous and adequate measures to prevent or repair such damage he shall be liable for any additional damage to other parts of the Development arising from such failure.
3. Each Proprietor of a Dwelling shall have an equal pro indivisio right of property in common with the other Proprietors of Dwellings in the same Development to the Common Parts of the said Development.
4. Proprietors of the Dwellings shall be bound to effect with a reputable insurance company, a policy against loss or damage by fire, explosion, flood, escape of water, storm and tempest for the full reinstatement value of the Dwelling at all times.
5. The Proprietors and parties occupying any of the Dwellings are hereby expressly prohibited from carrying on therein or in any other part of the Development any use that might in the reasonable opinion of the other

Proprietors be deemed a nuisance and notwithstanding any rule of law to the contrary.

6. A continuous separation barrier is present beneath the soil within the garden area of the Disponed Property due to underlying unsuitable material. The Proprietor of the Disponed Property shall be prohibited from all time coming from digging, planting, or other excavation deeper than 0.45m below ground level. No planting of trees, shrubs or other deep-rooted plants varieties may be planted on the Disponed Property. No garden feature such as ponds, clothes poles, sunken trampolines or structure which would require foundation or support excavation beyond 0.45 shall be permitted Any new service pipes serving the Disponed Property shall be laid with clean corridors and shall be no deeper than below 0.6m below ground level.

7. The Disponed Property shall, so far as not occupied by the Dwelling, access area, forecourts, roadway, driveways and footpaths be kept and used as ornamental or garden ground and for no other purpose. No fences, division walls or draught boarding shall be erected thereon, nor shall any form of trellis or screening over a height over 6 feet.

### Part 3

#### Real Burdens affecting the Retained Property

The following Real Burdens are imposed on the Retained Property in favour of the Disponed Property:

1. The Retained Property Proprietor shall maintain all buildings and erections thereon in good order and repair and if necessary rebuilt in all time coming and in the event of damage or destruction shall restore, repair and re-erect the same within one year of damage or destruction.

2. The Retained Property shall be held by the retained property proprietor in all time coming under the joint obligation with other proprietors of the development not forming part of the retained property of (PRIMO) uphold and maintain in good order and repair and from time to time when necessary restoring or renewing the common parts, (SECUNDO) cleaning, repainting and decorating the said common parts, and, (TERTIO) taking all appropriate steps to prevent damage to the fabric of the development and in particular by control of vermin and immediate treatment of any wood rot or infestation in the floors, skirting boards, joists, doors, walls, ceilings, mouldings and others and by the repair of any damage to the water supply pipes, soil and water pipes and gas or electricity cables, pipes or appliances serving the retained property and in the event of failure by the proprietor of the retained property to timeous and adequate measures to prevent or repair such damage they shall be liable for any additional damage to other parts of the development not forming part of the retained property arising from such failure.

3. To maintain with a reputable insurance company a policy against loss or damage by fire, explosion, flood, escape of water, storm and tempest for the full reinstatement value of the retained property at all times.

4. The Proprietors of the retained property are hereby expressly prohibited from carrying on therein any use that might in the reasonable opinion of other proprietors within the development be deemed a nuisance and notwithstanding any rule of law to the contrary.

### Part 4

#### Servitudes affecting the Retained Property

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

1. Heritable and irredeemable servitude rights of access to and egress from the retained property for authorised tradesmen and others whenever reasonably required to lay, maintain, operate, inspect, renew or any other necessary purposes any part of the common part or where necessary of the disponed property, whether solely or in common with the other Proprietors and such rights shall be exercised in a manner and subject to such reasonable restrictions as the Retained Property Proprietor shall direct, provided always that such restrictions shall not materially interfere with the exercise of such rights of access to and egress from either the Retained Property or Disponed Property.

2. A heritable and irredeemable servitude right of pedestrian and vehicular access to and egress from the Disposed Property shall be imposed on the Retained Property in favour of the Disposed Property over the roadway edged brown on additional cadastral map view 1.

3. A heritable and irredeemable servitude right to connect into and use all drains, sewers, electric cables, gas and water mains, other pipes, cables and similar service media insofar as they run on, under or through the Retained Property.

4. The foregoing rights as detailed in this Part of the Schedule shall be exercised in such a way as to cause the least practicable damage and disruption to the Retained Property and subject to the party exercising the same making good any damage thereby occasioned and to the reasonable satisfaction of the Retained Property Proprietor affected by such rights.

## Part 5

### Servitudes affecting the Disposed Property

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

1. Heritable and irredeemable servitude rights of access to and egress from the Disposed Property for authorised tradesmen and others whenever reasonably required to lay, maintain, operate, inspect, renew or any other necessary purposes any part of the common parts or of the disposed property, whether solely or in common with the other Proprietors and such rights shall be exercised in a manner and subject to such reasonable restrictions as the Disposed Property Proprietor shall direct, provided always that such restrictions shall not materially interfere with the exercise of such rights of access to and egress from either the Retained Property or Disposed Property

2. A heritable and irredeemable servitude right to connect into and use all drains, sewers, electric cables, gas and water mains, other pipes, cables and similar service media insofar as they run on, under or through the Disposed Property.

3. The foregoing rights as detailed in this Part of the Schedule shall be exercised in such a way as to cause the least practicable damage and disruption to the Retained Property and subject to the party exercising the same making good any damage thereby occasioned and to the reasonable satisfaction of the Retained Property Proprietor affected by such rights.

## Burden 10

Disposition by River Lane Developments Limited to Pawel Drozd and Maria Drozd, registered 12 Dec. 2022, of Plot 3 at River Lane, Alness, edged and numbered 7 in green on the cadastral map, registered under Title Number ROS27809, contains the following servitudes and real burdens:

### Part 1: Definitions

In this Deed:

"the Development" comprises the subjects in this Title;

"Common Parts" in relation to "the Development" means:

(i) the drains, soil and rain water pipes, water supply pipes, tanks, cisterns, rhones, gutters, conductors, gas and electric mains, and all pipes, cables, wires and transmitters and connections and any other service media and all other related equipment and works of any description whatsoever so far as used in common by the Proprietors of more than one dwelling in the Development

(ii) Mutual walls, gables, fences, roof and any chimney vents and stalks of the Development and any integral division walls between any dwellings in the Development and any of the Common Parts.

(iii) the whole parts and pertinents, fixtures and fittings of or in connection with that Development which are used in common by the Proprietors of more than one dwelling.

"the Disposed Property" means the subjects disposed by this Disposition;

"Disposed Property Proprietor" means the proprietor of the disposed property, together with their successors and assignees whomsoever;

"Dwelling" means a dwellinghouse in the Development

"Proprietor" means the owner from time to time of a dwelling or dwellings within the development and where two or more persons own the same, includes both or all of them and any obligations hereby imposed on them shall bind them jointly and severally;

"the Retained Property" means the area of ground on the North of River Lane, Alness, being the subjects in this Title;

"the Retained Property Proprietor" means the proprietor of the retained property together with his successors and assignees whomsoever;

## INTERPRETATION

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

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 where at any one time there are two or more persons included in the expression "Disposed Property Owner" or "Retained Property Owner" obligations contained in this Deed which are expressed to be made by the party denoted by the expression in question are binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order;

1.2.4 words importing individuals include legal persons and vice versa;

1.2.5 references to this Deed or to any other document are to be construed as reference to this Deed or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;

1.2.6 any reference to a Clause, or Part of the Deed is to the relevant Clause or Part of the Deed or to this Deed;

1.2.7 any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;

1.2.8 any rights granted to the Disposed Property Proprietor or the Disposed Property Owner are exercisable by the tenants, agents, employees, workmen and others authorised by them from time to time; and

1.2.9 any rights reserved to the Retained Property Proprietor or the Retained Property Owner are exercisable by the tenants, agents, employees, workmen and others authorised by them from time to time.

## NO LANDS TRIBUNAL APPLICATIONS

No application may be made to the Lands Tribunal for Scotland under section 90(1)(a)(i) of the Title Conditions (Scotland) Act 2003 in respect of the Servitude Rights, Real Burdens and Servitude Conditions set out in this Deed for a period of five years after the registration of this Deed in the Land Register of Scotland.

## Part 2

### Real Burdens affecting the Disposed Property

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

1. The Proprietor of the Disposed Property shall maintain all buildings and erections thereon in good order and repair and if necessary rebuilt in all time coming and in the event of damage or destruction shall restore, repair and re-erect the same within one year of damage or destruction.
2. The Disposed Property shall be held by the Proprietor thereof in all time coming under the obligation jointly with the other Proprietors within the Development (PRIMO) of upholding and maintaining in good order and repair and from time to time when necessary restoring and renewing the Common Parts of the said Development and (SECUNDO) of cleaning, repainting and decorating the Common Parts, the cost of which shall, be payable by all of the proprietors of dwellings in the Development in equal proportions; and (TERTIO) all appropriate steps to prevent damage to the fabric of the Development of which their Dwelling forms part, and in particular by control of vermin and immediate treatment of any wood, rot or infestation in the floors, skirting boards, joists, doors, walls, ceilings, mouldings and others and by the repair of any damage to the water supply pipes, soil and water pipes and gas or electric cables, pipes or appliances within his own Dwelling and in the event of failure by any Proprietor to take timeous and adequate measures to prevent or repair such damage he shall be liable for any additional damage to other parts of the Development arising from such failure.
3. Each Proprietor of a Dwelling shall have an equal pro indiviso right of property in common with the other Proprietors of Dwellings in the same Development to the Common Parts of the said Development.
4. Proprietors of the Dwellings shall be bound to effect with a reputable insurance company, a policy against loss or damage by fire, explosion, flood, escape of water, storm and tempest for the full reinstatement value of the Dwelling at all times.
5. The Proprietors and parties occupying any of the Dwellings are hereby expressly prohibited from carrying on therein or in any other part of the Development any use that might in the reasonable opinion of the other Proprietors be deemed a nuisance and notwithstanding any rule of law to the contrary.
6. A continuous separation barrier is present beneath the soil within the garden area of the Disposed Property due to underlying unsuitable material. The Proprietor of the Disposed Property shall be prohibited from all time coming from digging, planting, or other excavation deeper than 0.45m below ground level. No planting of trees, shrubs or other deep-rooted plants varieties may be planted on the Disposed Property. No garden feature such as ponds, clothes poles, sunken trampolines or structure which would require foundation or support excavation beyond 0.45 shall be permitted Any new service pipes serving the Disposed Property shall be laid with clean corridors and shall be no deeper than below 0.6m below ground level.
7. The Disposed Property shall, so far as not occupied by the Dwelling, access area, forecourts, roadway, driveways and footpaths be kept and used as ornamental or garden ground and for no other purpose. No fences, division walls or draught boarding shall be erected thereon, nor shall any form of trellis or screening over a height over 6 feet.

## Part 3

### Real Burdens affecting the Retained Property

The following Real Burdens are imposed on the Retained Property in favour of the Disposed Property:

1. The Retained Property Proprietor shall maintain all buildings and erections thereon in good order and repair and if necessary rebuilt in all time coming and in the event of damage or destruction shall restore, repair and re-erect the same within one year of damage or destruction.

2. The Retained Property shall be held by the Retained Property Proprietor in all time coming under the obligation jointly with the other Proprietors of dwellings of the Development (PRIMO) of upholding and maintaining in good order and repair and from time to time when necessary restoring and renewing the common parts of the said Development; (SECUNDO) of cleaning, repainting and decorating the said common parts, the cost of which shall be payable by all of the proprietors of dwellings in the Development in equal proportions; and (TERTIO) of taking all appropriate steps to prevent damage to the fabric of the Development of which their Dwelling forms part, and in particular by control of vermin and immediate treatment of any wood, rot or infestation in the floors, skirting boards, joists, doors, walls, ceilings, mouldings and others and by the repair of any damage to the water supply pipes, soil and water pipes and gas or electric cables, pipes or appliances within his own Dwelling and in the event of failure by any Proprietor to take timeous and adequate measures to prevent or repair such damage he shall be liable for any additional damage to other parts of the Development arising from such failure.

3. Each Proprietor of a Dwelling shall have an equal pro indiviso right of property in common with the other Proprietors of Dwellings in the Development to the Common Parts of the Development.

4. Proprietors of the Dwellings shall be bound to effect with a reputable insurance company, a policy against loss or damage by fire, explosion, flood, escape of water, storm and tempest for the full reinstatement value of the Dwelling at all times.

5. The Proprietors and parties occupying any of the Dwellings are hereby expressly prohibited from carrying on therein or in any other part of the Development any use that might in the reasonable opinion of the other Proprietors be deemed a nuisance and notwithstanding any rule of law to the contrary.

#### Part 4

##### Servitudes affecting the Retained Property

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

1. Heritable and irredeemable servitude rights of access to and egress from the Retained Property for authorised tradesmen and others whenever reasonably required to lay, maintain, operate, inspect, renew or any other necessary purposes any part of the common part or where necessary of the disposed property, whether solely or in common with the other Proprietors and such rights shall be exercised in a manner and subject to such reasonable restrictions as the Retained Property Proprietor shall direct, provided always that such restrictions shall not materially interfere with the exercise of such rights of access to and egress from either the Retained Property or Disposed Property.

2. A heritable and irredeemable servitude right of pedestrian and vehicular access to and egress from the Disposed Property shall be imposed on the Retained Property in favour of the Disposed Property over the roadway edged brown on additional cadastral map view 1.

3. A heritable and irredeemable servitude right to connect into and use all drains, sewers, electric cables, gas and water mains, other pipes, cables and similar service media insofar as they run on, under or through the Retained Property.

4. The foregoing rights as detailed in this Part shall be exercised in such a way as to cause the least practicable damage and disruption to the Retained Property and subject to the party exercising the same making good any damage thereby occasioned and to the reasonable satisfaction of the Retained Property Proprietor affected by such rights.

#### Part 5

##### Servitudes affecting the Disposed Property

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

1. Heritable and irredeemable servitude rights of access to and egress from the Disponed Property for authorised tradesmen and others whenever reasonably required to lay, maintain, operate, inspect, renew or any other necessary purposes any part of the common parts or of the disponed property, whether solely or in common with the other Proprietors and such rights shall be exercised in a manner and subject to such reasonable restrictions as the Disponed Property Proprietor shall direct, provided always that such restrictions shall not materially interfere with the exercise of such rights of access to and egress from either the Retained Property or Disponed Property

2. A heritable and irredeemable servitude right to connect into and use all drains, sewers, electric cables, gas and water mains, other pipes, cables and similar service media insofar as they run on, under or through the Disponed Property.

3. The foregoing rights as detailed in this Part shall be exercised in such a way as to cause the least practicable damage and disruption to the Retained Property and subject to the party exercising the same making good any damage thereby occasioned and to the reasonable satisfaction of the Retained Property Proprietor affected by such rights.

## **Burden 11**

Explanatory Note:

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

This is a Copy which reflects the position at the date the Title Sheet was last updated.

© Crown Copyright and Crown Database Rights: Registers of Scotland 2026.

