

PP0195

PROPOSED ABERDEENSHIRE LOCAL DEVELOPMENT PLAN 2020 RESPONSE FORM

As part of the production of the Local Development Plan, a 'Main Issues Report' was published in January 2019. The responses from these consultations have helped to inform the content of the Proposed Local Development Plan ("the Proposed Plan").

The Aberdeenshire Local Development Plan will direct decision-making on land-use planning issues and planning applications in Aberdeenshire for the 10-year period from 2021 to 2031. The Proposed Plan was agreed by Aberdeenshire Council in March 2020 as the settled view of the Council. However, the Proposed Plan will be subjected to an independent examination and is now open for public comment.

This is your opportunity to tell us if anything should be changed in the Proposed Plan, and why.

When writing a response to the Proposed Plan it is important to specifically state the modification(s) that you would wish to see to the Plan.

This is the only remaining opportunity to comment on the Proposed Plan. The reasons for any requested changes will be analysed and reported to Scottish Ministers. They will then appoint a person known as a Reporter to conduct a public examination of the Proposed Plan, focusing particularly on any unresolved issues and the changes sought.

Ministers expect representations (or responses) to be concise (no more than 2000 words) and accompanied by limited supporting documents. It is important to ensure that all of the information that you wish to be considered is submitted during this consultation period as there is no further opportunity to provide information, unless specifically asked.

Please email comments to ldp@aberdeenshire.gov.uk or send this form to reach us by 31 July 2020*.

We recommend that you keep a copy of your representation for your own records.

**UPDATE 16 June 2020: Consultation period was extended from 17 July 2020 for a further two-week period.*



ACCESSIBILITY

If you need information from this document in an alternative language or in a Large Print, Easy Read, Braille or BSL, please telephone 01467 536230.

Jeigu pageidaujate šio dokumento kita kalba arba atspausdinto stambiu šriftu, supaprastinta kalba, parašyta Brailio raštu arba britų gestų kalba, prašome skambinti 01467 536230.

Dacă aveți nevoie de informații din acest document într-o altă limbă sau într-un format cu scrisul mare, ușor de citit, tipar pentru nevăzători sau în limbajul semnelor, vă rugăm să telefonați la 01467 536230.

Jeśli potrzebowali będą Państwo informacji z niniejszego dokumentu w innym języku, pisanych dużą czcionką, w wersji łatwej do czytania, w alfabecie Braille'a lub w brytyjskim języku migowym, proszę o telefoniczny kontakt na numer 01467 536230.

Ja jums nepieciešama šai dokumentā sniegtā informācija kādā citā valodā vai lielā drukā, viegli lasāmā tekstā, Braila rakstā vai BSL (britu zīmju valodā), lūdzu, zvaniem uz 01467 536230.

Aberdeenshire Local Development Plan
Woodhill House, Westburn Road, Aberdeen, AB16 5GB

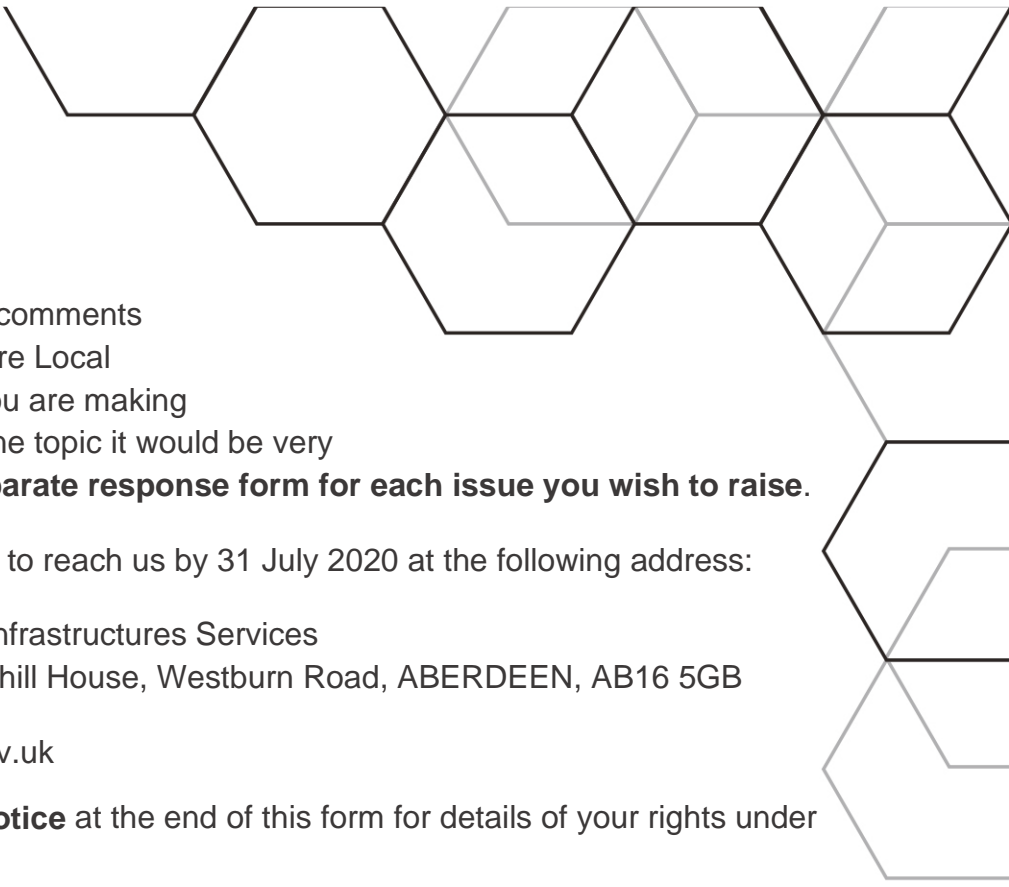
Tel: 01467 536230

Email: ldp@aberdeenshire.gov.uk

Web: www.aberdeenshire.gov.uk/ldp

Follow us on Twitter @ShireLDP

If you wish to contact one of the area planning offices, please call 01467 534333 and ask for the relevant planning office or email planning@aberdeenshire.gov.uk.



Please use this form to make comments on the Proposed Aberdeenshire Local Development Plan 2020. If you are making comments about more than one topic it would be very helpful if you could fill in a **separate response form for each issue you wish to raise**.

Please email or send the form to reach us by 31 July 2020 at the following address:

Post: Planning Policy Team, Infrastructures Services
Aberdeenshire Council, Woodhill House, Westburn Road, ABERDEEN, AB16 5GB

Email: ldp@aberdeenshire.gov.uk

Please refer to our **Privacy Notice** at the end of this form for details of your rights under the Data Protection Act.

YOUR DETAILS

Title:	Mrs
First Name:	Staci-Ann
Surname:	Buchan
Date:	08 July 2020
Postal Address:	Brown & McRae, [REDACTED], [REDACTED]
Postcode:	[REDACTED]
Telephone Number:	[REDACTED]
Email:	[REDACTED]

Are you happy to receive future correspondence only by email? Yes

Are you responding on behalf of another person? Yes

If yes who are you representing?

Mr Damian John Butlin & Mrs Claire Elizabeth Butlin

Tick the box if you would like to subscribe to the Aberdeenshire LDP eNewsletter:

An acknowledgement will be sent to this address soon after the close of consultation.

YOUR COMMENTS

Please provide us with your comments below. We will summarise comments and in our analysis will consider every point that is made. Once we have done this we will write back to you with Aberdeenshire Council's views on the submissions made. We will publish your name as the author of the comment, but will not make your address public.

Modification that you wish to see (please make specific reference to the section of the Proposed Plan you wish to see modified if possible, for example Section 9, paragraph E1.1):

Area: Turriff, specifically OP5

Reason for change:

Part of the area included within OP5 belongs to my client's Mr & Mrs Damian Butlin and is in fact their rear garden.

Please find attached their Title Sheets in evidence of the fact.

Request is therefore made to have the section which comprises their rear garden removed from the OP5 proposed development site.

PRIVACY NOTICE

LOCAL DEVELOPMENT PLAN PUBLIC COMMENT

The Data Controller of the information being collected is Aberdeenshire Council.

The Data Protection Officer can be contacted at Town House, 34 Low Street, Banff, AB45 1AY.

Email: dataprotection@aberdeenshire.gov.uk

Your information is being collected to use for the following purposes:

- To provide public comment on the Aberdeenshire Local Development Plan. The data on the form will be used to inform Scottish Ministers and individual(s) appointed to examine the Proposed Local Development Plan 2020. It will inform the content of the Aberdeenshire Local Development Plan 2021.

Your information is:

Being collected by Aberdeenshire Council	X
------------------------------------------	---

The Legal Basis for collecting the information is:

Personal Data	
Legal Obligations	X

Where the Legal Basis for processing is either Performance of a Contract or Legal Obligation, please note the following consequences of failure to provide the information:

It is a Statutory Obligation under Section 18 of the Town and Country (Scotland) Act 1997, as amended, for Aberdeenshire Council to prepare and publish a Proposed Local Development plan on which representations must be made to the planning authority within a prescribed period of time. Failure to provide details requested in the 'Your Details' section of this form will result in Aberdeenshire Council being unable to accept your representation.

Your information will be shared with the following recipients or categories of recipient:

Members of the public are being given this final opportunity to comment on the Proposed Aberdeenshire Local Development Plan. The reasons for any changes that the Council receives will be analysed and reported to Scottish Ministers. They will then appoint a person to conduct a public examination of the Proposed Plan, focusing particularly on the unresolved issues raised and the changes sought.

Your name and respondent identification number (provided to you by Aberdeenshire Council on receipt of your

submission) will be published alongside a copy of your completed response on the Proposed Local Development Plan website (contact details and information that is deemed commercially sensitive will not be made available to the public).

In accordance with Regulation 22 of the Town and Country (Development Planning) (Scotland) Regulations 2008 where the appointed person determines that further representations should be made or further information should be provided by any person in connection with the examination of the Proposed Plan the appointed person may by notice request that person to make such further representations or to provide such further information.

Your information will be transferred to or stored in the following countries and the following safeguards are in place:

Not applicable.

The retention period for the data is:

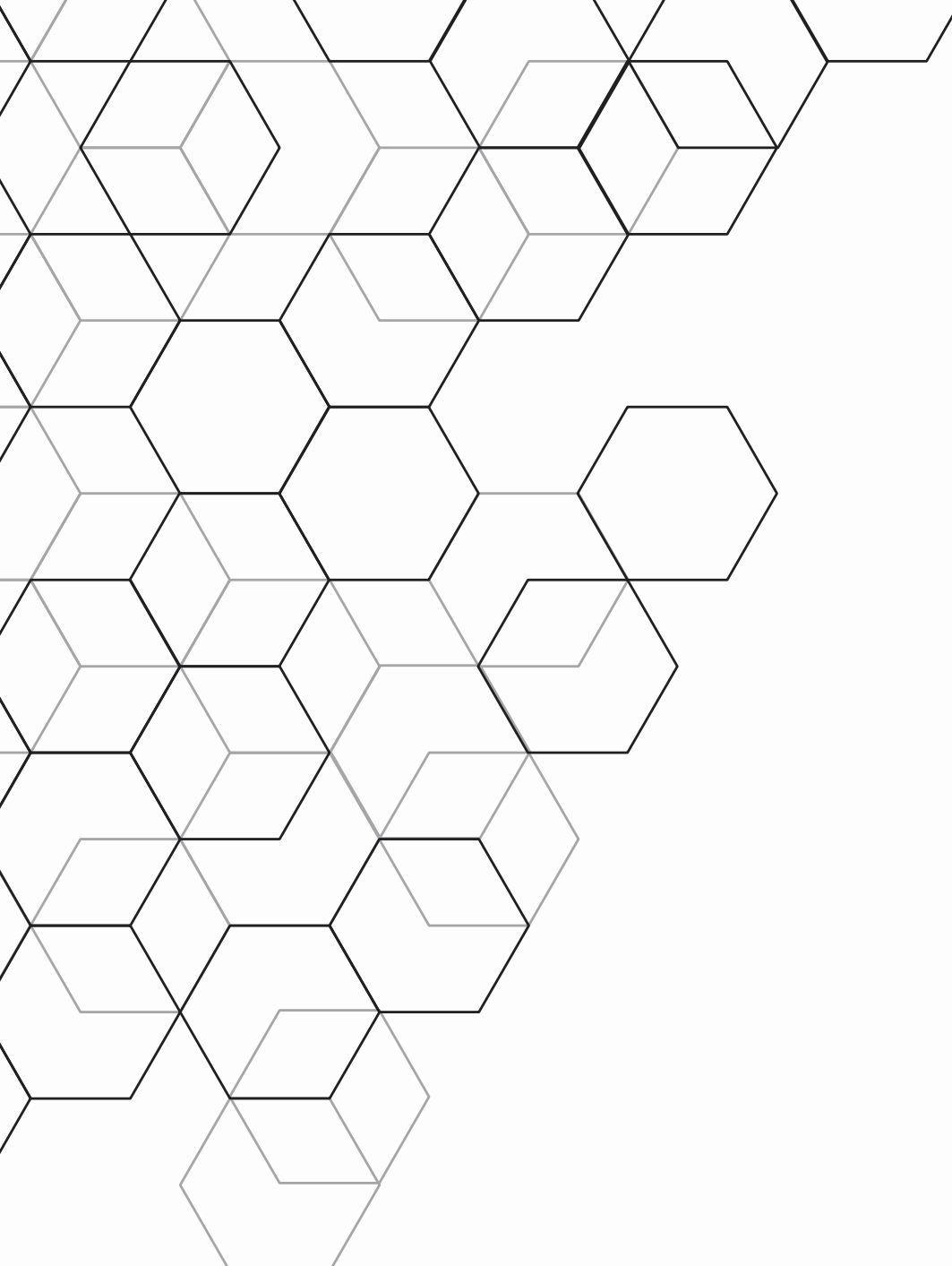
Aberdeenshire Council will only keep your personal data for as long as is needed. Aberdeenshire Council will retain your response and personal data for a retention period of 5 years from the date upon which it was collected. After 5 years Aberdeenshire Council will review whether it is necessary to continue to retain your information for a longer period. A redacted copy of your submission will be retained for 5 years beyond the life of the Local Development Plan 2021, possibly until 2037.

The following automated decision-making, including profiling, will be undertaken:

Not applicable.

Please note that you have the following rights:

- to withdraw consent at any time, where the Legal Basis specified above is Consent;
- to lodge a complaint with the Information Commissioner's Office (after raising the issue with the Data Protection Officer first);
- to request access to your personal data;
- to data portability, where the legal basis specified above is:
 - (i) Consent; or
 - (ii) Performance of a Contract;
- to request rectification or erasure of your personal data, as so far as the legislation permits.





LAND REGISTER
OF SCOTLAND

Officer's ID / Date

2993
12/10/2009

TITLE NUMBER

ABN56514



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

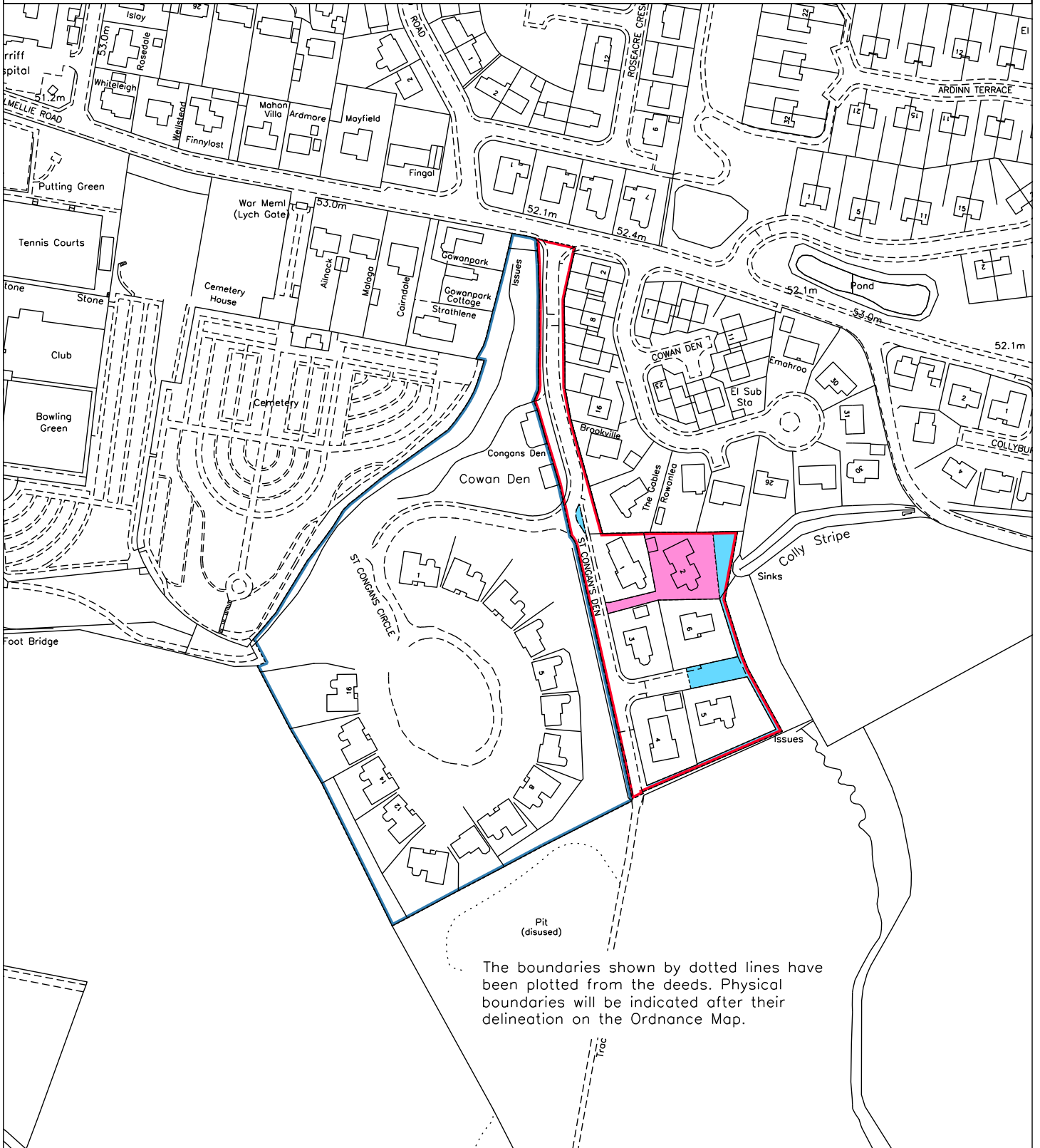
140m

NJ7349

Survey Scale

1/2500

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TITLE NUMBER ABN56514

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION

10 APR 2002

DATE TITLE SHEET UPDATED TO

05 NOV 2018

REAL RIGHT

OWNERSHIP

DESCRIPTION

Subjects 2 ST. CONGANS DEN, TURRIFF AB53 4PX tinted pink on the Title Plan; Together with the whole rights of property whether common, mutual or exclusive, servitude rights of access, other servitudes, wayleaves and the whole other rights so far as effeiring to the subjects in this Title, all as more particularly described in the Deed of Conditions in Entry 3 of the Burdens Section, but notwithstanding said generality a right in common with the proprietors of the plots within the St. Congan's Den Development in and to the access road (being the access road running generally southwards from Balmellie Road, Turiff to the subjects in this Title) footpaths and all soil water, rain pipes, rhones, gutters, sewers, waste pipes, gas pipes, electricity cables and connections, all other pipes and connections insofar as used in common.



TITLE NUMBER ABN56514

B 1

B. PROPRIETORSHIP SECTION

ENTRY NO	PROPRIETOR	DATE OF REGISTRATION	CONSIDERATION
1	DAMIAN JOHN BUTLIN and CLAIRE ELIZABETH BUTLIN spouses, [REDACTED] [REDACTED] equally between them.	08 MAR 2018	[REDACTED] in respect of the subjects in this Title and other subjects
			DATE OF ENTRY 12 FEB 2018



TITLE NUMBER ABN56514

C 1

C. SECURITIES SECTION

ENTRY NO	SPECIFICATION	DATE OF REGISTRATION
1	Standard Security by said DAMIAN JOHN BUTLIN and CLAIRE ELIZABETH BUTLIN to [REDACTED] [REDACTED] incorporated under the Building Societies Act 1986, [REDACTED] [REDACTED].	05 NOV 2018



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

1 Disposition by [redacted] [redacted] to [redacted] [redacted] and [redacted] [redacted] or [redacted] and their heirs or assignees, recorded [redacted] 23 Nov. 1892, of 12 acres, of which the subjects in this Title form part, contains the following burdens:

Reserving always full right to the tenants beyond to use the existing roadway through the lands hereby disposed, which roadway is reserved as an accommodation roadway in all time coming.

2 Deed of Servitude containing Disposition by [redacted] [redacted] [redacted], proprietor of the subjects disposed by the Disposition in Entry 1, with consent, to Trustees for [redacted] [redacted] [redacted] and their executors and assignees, proprietors of 23.841 acres, recorded [redacted] [redacted] 21 Jan. 1993, of a perpetual and irredeemable servitude right of road and passage for both vehicular and pedestrian purposes over that part of roadway leading from Balmellie Road to the field lying to the east of the Turriff Show Ground presently used for carparking purposes during the Show, which roadway is coloured blue on the plan annexed thereto; Declaring that the above mentioned servitude is granted with and under the following conditions, namely:- (One) that the cost of maintaining, repair and renewal of the said roadway shall be according to user and any dispute in terms of this clause will be settled by a mutually appointed arbiter whom failing by an arbiter appointed by the Sheriff of Grampian Highland and Islands whose decision is to be binding on all parties and (Two) the right of road and passage is for the sole purpose of the annual Turriff & District Agricultural Show.

Note: The said plan supplied to the Keeper at the time of First Registration was a monochrome copy and not to scale, no reference could therefore be supplied on the Title Plan.

3 Agreement (under Section 75 of the Town and Country Planning (Scotland) Act 1997), recorded [redacted] [redacted] 24 Sep. 2001 between Aberdeenshire Council (who and whose successors are hereinafter referred to as 'the Council') and [redacted] [redacted] [redacted] (hereinafter referred to as 'the Developer'), proprietor of part of the subjects disposed by the Disposition in Entry 1 (being the area of ground edged red on the Title Plan and



D. BURDENS SECTION

hereinafter referred to as 'the Site'), agreeing to planning permission inter alia for the erection of a residential development (hereinafter referred to as 'the Development') on the 'application site' (being the area comprising the subjects 1 to 6 (inclusive) St. Congans Den, Turriff) as follows:

(First)

The Developer shall construct on the application site a total of six dwellinghouses or sell six building plot on the Site for the construction of one dwellinghouse on each building plot;

(Second)

The Developer shall pay to the Council the sum of [REDACTED], [REDACTED] [REDACTED] [REDACTED] towards the provision of primary education in Turriff. The payment by the Developer to the Council of the aforesaid sum of [REDACTED] [REDACTED] [REDACTED] [REDACTED] shall be made at the rate of [REDACTED] [REDACTED] per dwellinghouse completed on the application site and payment shall be made quarterly in arrears within fourteen days of the end of the previous quarter.

(Third)

A dwellinghouse shall be considered to be complete upon the issue of a Certificate of Completion by the Council as a Building Control Authority or by occupation of the dwellinghouse whichever is the sooner. In the event that the land to the West of and adjoining the application site and edged blue on the said plan (hereinafter referred to as "the second site") is developed for housing within one year of the completion of the houses on the Development, the Developer or his successors as heritable proprietors of the second site shall provide affordable housing on the second site which shall be at the level required, by the Council's policies at that time, for the total number of houses constructed on both sides.

(Fourth)

The Developer may discharge his obligations in terms of Clause (Third) of this Agreement by:-

(i) Providing affordable Units for rent constructed to varying needs standards on site in association with a recognised social



D. BURDENS SECTION

housing provider; or

(ii) Contributing a cash sum equivalent of [REDACTED] [REDACTED] [REDACTED] [REDACTED] per Unit not provided on site to be used by the Council to provide affordable housing on alternative sites; or

(iii) Providing serviced building plots to the Council at nil consideration at a density of not more than ten Units per acre either on site or off site. In the event that the said building plots are provided on site, they shall be contained in no less than two separate sites within the development. In the event of an off site cash contribution or off site land contribution the Developer shall be permitted to substitute open market housing up to the limit of Units in the original planning consent on site equivalent to the number of affordable Units relocated off site either through cash or land contributions.

(Fifth)

In construing these presents the following expression shall have the following meaning hereby assigned to it, that is to say "development" has the meaning assigned to it by Section 26 of the Town and Country Planning (Scotland) Act, 1997.

(Sixth)

The Developer hereby undertakes to ensure that after completion of the development no further development shall take place on the application site except with the express written permission of the Council.

(Seventh)

Notwithstanding the foregoing provisions of this Agreement it is hereby declared that any part thereof may be altered or amended by written agreement between the parties.

- 4 Deed of Declaration of Conditions, recorded [REDACTED] [REDACTED] 6 Feb. 2002, by [REDACTED] [REDACTED] [REDACTED], Proprietor of the subjects disposed by the Disposition in Entry 1 (under exception of 2.82 acres), (which subjects aftermentioned are hereinafter referred to as 'the Development') of which the subjects in this Title form part, sets forth and declares burdens &c in the following terms:

CONSIDERING that I am about to feu off parts of the Development in



D. BURDENS SECTION

separate lots (each lot being hereinafter referred to as "the feu") for the erection of dwellinghouses and relative offices or other buildings.

1. Each feu shall be used solely for the purposes of erecting thereon not more than one detached dwellinghouse of not more than one and a half storeys in height including one garage only for the accommodation of not more than two private cars, providing always that no buildings of any kind shall be erected on any feu and no alterations or additions, (including loft conversions, the erections of exterior aerial, radar dishes or other similar appurtenances) made to any buildings for the time being erected thereon except in accordance with plans, sections, elevations and specifications which have first been submitted to and approved in writing by me or my successors and any appropriate Planning and Building Authorities; A small area of wooden cladding is allowable but it must either be natural hardwood or stained and maintained with Butinox No 517 or similar. Windows are to be of natural hardwood or white wood stained with Butinox 517 or similar or be UPVC with simulated hardwood texture and finish. All external doors must be decorated and maintained in a finish similar to and sympathy with the finish of the windows. All gutters and downpipes must be brown or black. All exterior walls will be finished in Derbyshire Spar Dash on Snoceme Plaster. Stone exterior finishes will be Fyfestone or Cotterstone in Arbroath Red. Roof tiles to be Marley Ludlow Major Smooth Brown Profile tiles. No flat roofs on houses, porches, extensions or garages will be permitted.

2. Each feuar shall be bound to uphold and maintain in good condition and where necessary renew and subject to the provisions of the preceding clause, rebuild the buildings on his feu.

3. Each feu shall so far as not occupied by buildings as aforesaid be used as garden ground, and shall be landscaped and planted with grass and shrubs and/or trees in accordance with the requirements of me or my successors and shall be maintained by the feuar according to those requirements in all time coming to the satisfaction of me or my successors declaring that without prejudice to that generality each feuar is expressly prohibited from cutting down, removing or in any way damaging any growing trees or shrubs on the feu except with the written consent of me or my successors. The house to Plot ratio must not exceed 1:3.

4. Where the deed plan annexed to the Feu Disposition of a feu indicates the existence of any culvert, drain or pipe, or where the



D. BURDENS SECTION

feuar has otherwise been advised of their existence, the feuar shall not erect any building of any nature including without prejudice to the foregoing generality, any shed, store, greenhouse or other garden edifice over the same and if any building as aforesaid is erected with or without the permission of me or my foresaids the feuar may be required to remove the same either permanently or temporarily at the request of me or my foresaids or any local or public authority without any compensation being paid to the feuar.

5. The dwellinghouse and garage erected or to be erected on each feu shall be used as a private dwellinghouse only for and for no other purposes whatsoever and no dwellinghouse shall ever in any way be sub-divided or occupied by more than one family at a time and it is hereby declared that each feuar is hereby expressly prohibited from carrying on within the feu without the written consent of me or my successors any trade or business and that whether or not such trade or business might in ordinary circumstances be deemed incidental or natural to the ordinary residential use of the dwellinghouse erected on the feu and notwithstanding any rule of law to the contrary said prohibition against using the feu for trade or business purpose shall apply whether or not the parties other than the feuar shall have a contractual right to use the dwellinghouse erected on the feu for or in connection with or arising out of such trade or business uses. Each feuar of every feu shall apply for and obtain a Completion Certificate from Aberdeenshire Council within eighteen months of the date of entry in the Feu Disposition in their favour.

6. No feu or any buildings for the time being erected thereon shall be used for the purposes of brewing, distilling, chemical works or manufacturing of any kind whatsoever and no licensed premises, public houses, ware houses or yards shall be kept thereon nor shall they be used for the purposes of carrying on any handicrafts or selling thereon that may be deemed a nuisance or occasion disturbance to adjoining feuars.

7. The feuars are expressly prohibited from erecting poultry houses and from keeping poultry, ducks, pigeons, rabbits or other livestock or from breeding dogs and the feuars shall not be entitled to keep more than two dogs in each dwellinghouse and only provided that such dog shall not prove a nuisance to other feuars.

8. No board, card, plate or advertising notice of any kind shall be placed on the feu or on any buildings erected thereon or upon any



D. BURDENS SECTION

fences or gates other than to advertise the feu for sale thereof without the consent in writing of me or my successors, which consent shall not be unreasonably withheld.

9. No part of the feu shall be used for the long term parking thereon of any residential caravan or commercial vehicle and no parking is permitted except on the driveway within the feu. If any part of the feu is used as a stance for any caravan trailer, motor boat or sailing craft, then it shall be positioned behind the building line and shall be screened to my entire satisfaction.

10. In order to preserve the general scheme of decoration throughout the Development, the feuars are prohibited from changing the colour of the existing paint or staining on all external woodwork, eaves, gutters, rhone pipes, facings, wall finishings, fences etcetera and when such paint or staining requires to be renewed, the feuars shall be bound to use paint or stain of a colour which will conform to the general decorative scheme of the Development.

11. Considering that the feuars have or are about to construct suitable internal and boundary walls, fences and concrete edgings for each feu, the future maintenance of said walls, fences and edgings shall be as follows (unless specifically referred to in or in any way altered by the Feu Disposition in any particular feu); all said walls, fences and hedges and edgings forming divisional boundaries between feus shall be erected as to one half on each of the adjoining feus and shall thereafter be maintained and when necessary renewed to the satisfaction of me and my successors by the adjoining feuars jointly and in all time coming provided always that until such time as an adjoining feu is sold off by me or my successors a feuar shall be wholly responsible for such walls, fences, hedges and edgings forming said divisional boundaries; all concrete edgings fronting each feu towards the street or streets bounding the same shall be erected wholly on the feu and shall along with any other boundary walls, fences, hedges or edgings which may be wholly erected on any feu be solely maintained by the feuar of the feu in all time coming; each feuar shall relieve me or my successors in all time coming of all claims in respect of the said mutual walls, fences, hedges and edgings and of said walls, fences, hedges and edgings erected wholly on his feu; all said walls, fences, hedges and edgings, whether divisional or otherwise shall be erected to a standard pattern and height approved by me or my successors and no alterations and additions shall be made



D. BURDENS SECTION

thereto without the written consent of me or my successors; where a screen wall, fence or hedge or retaining wall has been constructed by me in the garden ground of any feu including those boundary any public footpath, open space or street, the feuar shall be bound not to remove screen walls, fences, hedges or retaining walls and shall be bound to maintain the same in proper order in all time coming.

12. Where the building erected on any feu is attached to the building erected on an adjoining feu, the mutual gable between that feu and the adjoining feu shall be maintained at the mutual expense of the adjoining feuars, each of whom shall be entitled to access to the adjoining feu when required for carrying out said maintenance subject always to making good restoring any damage thereby occasioned. Where the wall of the building erected on any feu forms part of the boundary thereon, the feuar shall be entitled to access over the adjoining feu for the purposes of carrying out maintenance subject also to making good and restoring any damage thereby occasioned.

13. Whereas all necessary roads, footpaths, sewers and drains have been constructed or shall in the first instance be constructed by me or my agents or contractors to the standard required by the Local Authority, the same shall be maintained by the feuars to the satisfaction of me or my successors in all time coming or until the same are taken over by any Public Authority; But reserving to me and my successors and to my assignees and disponees whomsoever, and to my feuars and disponees in all time coming a servitude right of use of the said roads and footpaths and access by the same to other parts of the Development and that without payment of compensation therefore; And declaring that where any sewer or drain or any part thereof is common to two or more feus

(Primo) the expense of maintaining or renewing the said common sewer or drain and

(Secundo) the expense of cleaning or maintaining or renewing the respective branch pipes leading from feu to the said common sewer or drain shall be borne solely by the feuars whose feus are served by the same and specifically declaring that in the event of a blockage occurring at the junction of any such branch pipe to have such blockage cleared and that at his sole expense; And where such branch pipes pass from one feu in order to connect up with any common sewer drain, the feu through which the branch pipes pass shall be subject to a servitude right of wayleaves for such branch pipes and that in favour of the feuar whose feu is served by the



D. BURDENS SECTION

said branch pipe who shall be entitled to access thereto when required for the purposes of inspecting, cleaning, maintaining or renewing the same but subject always to making good and restoring all damage to the surface occasioned thereby.

14. In the event of the Local Authority and/or the Post Office and/of any other statutory undertaking in exercise of their powers respectively deciding to erect any pylon, lamp standard or telegraph pole or jointing post or overhead cables or others, or to lay down the necessary cables within or over the feu, such rights may be exercised by them without any liability on the part of me or my successors.

15 There shall be reserved to me and my successors the right to make and maintain connection with any existing drains, sewers, electric cables, gas and water mains and other services within the Development together with all necessary rights of access for this purpose and for the purposes of maintaining and renewal thereafter subject always to an obligation to restore the surface of the ground damaged thereby.

16 Each feuar shall be bound to insure against loss by fire with some reputable Insurance Company for the full replacement value of the buildings erected on the feu and to produce to me or my successors from time to time when required, the Policies of Insurance, the termly receipts for payment of the premium in and the event of the buildings erected on any feu or any part thereof being destroyed or damaged by fire, the feuar shall be bound to commence within one year after the destruction or damage to restore the said buildings (such restoration to be completed within eighteen months after such destruction or damage) to the value thereof immediately prior to such destruction or damage and the whole sums to be received from the Insurance Company shall be expended at the sight of me or my successors in re-erecting said buildings which buildings shall be with the consents herein specified, the new plan or plans and specifications being first submitted to and approved by me or my successors.

17. As certain areas of the Development are not to be built upon but are to remain in all time coming as amenity ground for the benefit of all feuars of the Development, each feuar shall bear an equal share of the future maintenance of the said amenity ground all as the said amenity ground is tinted blue on the Title Plan.

18. All the feuars within the Development shall be bound whenever



D. BURDENS SECTION

called upon to do so by me or my successors to form an Association of Feuars of the Development, which Association will form a committee of their own members to decide all questions common to the feuars to carry out the execution of all common obligations and with power to make an assessment on the feuars in order to meet the common obligations and maintenance herein referred to and also with the power to instruct tradesmen and to meet all necessary accounts; Declaring that it shall be competent for the said Association of feuars to appoint a common factor to attend to the management of the said common obligations and to delegate to such common factors the power exercisable by the Association

including the power to collect the due share from each feuar for maintenance and repair and his own remuneration for so acting; Declaring that me or my successors shall be entitled to order to vest the said Association with the necessary powers to enforce as they shall be bound to so all or any of the obligations herein expressed to convey or assign to the office bears and their successors in office of the said Association my whole rights under these presents or any part thereof, which conveyance or assignation the said bearers and their successors in office of the said Association shall be bound to accept.

19. There is reserved to me or my successors power to make whatever alterations or deviations I or they may consider proper upon any of the feuing plans of the Development or to depart therefrom and I expressly reserve the right to myself or my successors to alter, modify or obrogate in whole or in part the said reservation, declarations, burdens, obligations, conditions, servitudes, wayleaves and others herein contained and these presents themselves or any part thereof and in the event of me or my successors so doing the respective feuars shall have no right or title to object thereto and shall have no claim in respect thereof and any such alterations or modifications in respect of any one or more of the feus shall not infer a like modification or alterations in respect of the others.

20. In the Deed the expression "feuar" shall mean the proprietor of proprietors for the time being of any feu and shall wherever the context so admits be deemed to include all members of the household occupying the buildings to the said feu and to include Tenants, service occupiers and others.

5 Feu Disposition by [REDACTED] [REDACTED] [REDACTED] to [REDACTED] [REDACTED] and [REDACTED] and the executors and assignees of the survivor,



TITLE NUMBER ABN56514

D 10

D. BURDENS SECTION

registered 10 Apr. 2002, of the subjects in this Title, contains no additional burdens.



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

6849
31/1/2019

TITLE NUMBER

ABN138816



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

140m

NJ7349

Survey Scale

1/2500

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TITLE NUMBER ABN138816

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION

01 FEB 2018

DATE TITLE SHEET UPDATED TO

08 MAR 2018

REAL RIGHT

OWNERSHIP

DESCRIPTION

Subjects cadastral unit ABN138816 on the east side of ST CONGAN'S DEN,
TURRIFF edged red on the cadastral map.



TITLE NUMBER ABN138816

B 1

B. PROPRIETORSHIP SECTION

**ENTRY
NO**

1

PROPRIETOR

[REDACTED] and [REDACTED]
[REDACTED] spouses, [REDACTED]
[REDACTED]
equally between them.

**DATE OF
REGISTRATION**
08 MAR 2018

CONSIDERATION

[REDACTED] in
respect of the
subjects in this
Title and other
subjects

DATE OF ENTRY
12 FEB 2018



TITLE NUMBER ABN138816

C 1

C. SECURITIES SECTION

**ENTRY
NO**

SPECIFICATION

**DATE OF
REGISTRATION**

No Entry



D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

- 1 Disposition by [REDACTED] [REDACTED] to [REDACTED] [REDACTED] and [REDACTED] [REDACTED] or [REDACTED] and their heirs or assignees, recorded [REDACTED] 23 Nov. 1892, of 12 acres, of which the subjects in this Title form part, contains the following burdens:

Reserving always full right to the tenants beyond to use the existing roadway through the lands hereby disposed, which roadway is reserved as an accommodation roadway in all time coming.

- 2 Deed of Declaration of Conditions, recorded [REDACTED] [REDACTED] 6 Feb. 2002, by [REDACTED] [REDACTED] [REDACTED], Proprietor of the subjects disposed by the Disposition in Entry 1 (under exception of 2.82 acres), (which subjects aftermentioned are hereinafter referred to as 'the Development') of which the subjects in this Title form part, sets forth and declares burdens &c in the following terms:

CONSIDERING that I am about to feu off parts of the Development in separate lots (each lot being hereinafter referred to as "the feu") for the erection of dwellinghouses and relative offices or other buildings.

1. Each feu shall be used solely for the purposes of erecting thereon not more than one detached dwellinghouse of not more than one and a half storeys in height including one garage only for the accommodation of not more than two private cars, providing always that no buildings of any kind shall be erected on any feu and no alterations or additions, (including loft conversions, the erections of exterior aerial, radar dishes or other similar appurtenances) made to any buildings for the time being erected thereon except in accordance with plans, sections, elevations and specifications which have first been submitted to and approved in writing by me or my successors and any appropriate Planning and Building Authorities; A small area of wooden cladding is allowable but it must either be natural hardwood or stained and maintained with Butinox No 517 or similar. Windows are to be of natural hardwood or white wood stained with Butinox 517 or similar or be UPVC with simulated hardwood texture and finish. All external doors must be decorated and maintained in a finish similar to and sympathy with the finish of the windows. All gutters and downpipes must be brown or black. All exterior walls will be finished in



D. BURDENS SECTION

Derbyshire Spar Dash on Snoceme Plaster. Stone exterior finishes will be Fyfestone or Cotterstone in Arbroath Red. Roof tiles to be Marley Ludlow Major Smooth Brown Profile tiles. No flat roofs on houses, porches, extensions or garages will be permitted.

2. Each feuar shall be bound to uphold and maintain in good condition and where necessary renew and subject to the provisions of the preceding clause, rebuild the buildings on his feu.

3. Each feu shall so far as not occupied by buildings as aforesaid be used as garden ground, and shall be landscaped and planted with grass and shrubs and/or trees in accordance with the requirements of me or my successors and shall be maintained by the feuar according to those requirements in all time coming to the satisfaction of me or my successors declaring that without prejudice to that generality each feuar is expressly prohibited from cutting down, removing or in any way damaging any growing trees or shrubs on the feu except with the written consent of me or my successors. The house to Plot ratio must not exceed 1:3.

4. Where the deed plan annexed to the Feu Disposition of a feu indicates the existence of any culvert, drain or pipe, or where the feuar has otherwise been advised of their existence, the feuar shall not erect any building of any nature including without prejudice to the foregoing generality, any shed, store, greenhouse or other garden edifice over the same and if any building as aforesaid is erected with or without the permission of me or my foresaids the feuar may be required to remove the same either permanently or temporarily at the request of me or my foresaids or any local or public authority without any compensation being paid to the feuar.

5. The dwellinghouse and garage erected or to be erected on each feu shall be used as a private dwellinghouse only for and for no other purposes whatsoever and no dwellinghouse shall ever in any way be sub-divided or occupied by more than one family at a time and it is hereby declared that each feuar is hereby expressly prohibited from carrying on within the feu without the written consent of me or my successors any trade or business and that whether or not such trade or business might in ordinary circumstances be deemed incidental or natural to the ordinary residential use of the dwellinghouse erected on the feu and notwithstanding any rule of law to the contrary said prohibition against using the feu for trade or business purpose shall apply whether or not the parties other than the feuar shall have a



D. BURDENS SECTION

contractual right to use the dwellinghouse erected on the feu for or in connection with or arising out of such trade or business uses. Each feuar of every feu shall apply for and obtain a Completion Certificate from Aberdeenshire Council within eighteen months of the date of entry in the Feu Disposition in their favour.

6. No feu or any buildings for the time being erected thereon shall be used for the purposes of brewing, distilling, chemical works or manufacturing of any kind whatsoever and no licensed premises, public houses, ware houses or yards shall be kept thereon nor shall they be used for the purposes of carrying on any handicrafts or selling thereon that may be deemed a nuisance or occasion disturbance to adjoining feuars.

7. The feuars are expressly prohibited from erecting poultry houses and from keeping poultry, ducks, pigeons, rabbits or other livestock or from breeding dogs and the feuars shall not be entitled to keep more than two dogs in each dwellinghouse and only provided that such dog shall not prove a nuisance to other feuars.

8. No board, card, plate or advertising notice of any kind shall be placed on the feu or on any buildings erected thereon or upon any fences or gates other than to advertise the feu for sale thereof without the consent in writing of me or my successors, which consent shall not be unreasonably withheld.

9. No part of the feu shall be used for the long term parking thereon of any residential caravan or commercial vehicle and no parking is permitted except on the driveway within the feu. If any part of the feu is used as a stance for any caravan trailer, motor boat or sailing craft, then it shall be positioned behind the building line and shall be screened to my entire satisfaction.

10. In order to preserve the general scheme of decoration throughout the Development, the feuars are prohibited from changing the colour of the existing paint or staining on all external woodwork, eaves, gutters, rhone pipes, facings, wall finishings, fences etcetera and when such paint or staining requires to be renewed, the feuars shall be bound to use paint or stain of a colour which will conform to the general decorative scheme of the Development.

11. Considering that the feuars have or are about to construct suitable internal and boundary walls, fences and concrete edgings for each feu, the future maintenance of said walls, fences and



D. BURDENS SECTION

edgings shall be as follows (unless specifically referred to in or in any way altered by the Feu Disposition in any particular feu); all said walls, fences and hedges and edgings forming divisional boundaries between feus shall be erected as to one half on each of the adjoining feus and shall thereafter be maintained and when necessary renewed to the satisfaction of me and my successors by the adjoining feuars jointly and in all time coming provided always that until such time as an adjoining feu is sold off by me or my successors a feuar shall be wholly responsible for such walls, fences, hedges and edgings forming said divisional boundaries; all concrete edgings fronting each feu towards the street or streets bounding the same shall be erected wholly on the feu and shall along with any other boundary walls, fences, hedges or edgings which may be wholly erected on any feu be solely maintained by the feuar of the feu in all time coming; each feuar shall relieve me or my successors in all time coming of all claims in respect of the said mutual walls, fences, hedges and edgings and of said walls, fences, hedges and edgings erected wholly on his feu; all said walls, fences, hedges and edgings, whether divisional or otherwise shall be erected to a standard pattern and height approved by me or my successors and no alterations and additions shall be made thereto without the written consent of me or my successors; where a screen wall, fence or hedge or retaining wall has been constructed by me in the garden ground of any feu including those boundary any public footpath, open space or street, the feuar shall be bound not to remove screen walls, fences, hedges or retaining walls and shall be bound to maintain the same in proper order in all time coming.

12. Where the building erected on any feu is attached to the building erected on an adjoining feu, the mutual gable between that feu and the adjoining feu shall be maintained at the mutual expense of the adjoining feuars, each of whom shall be entitled to access to the adjoining feu when required for carrying out said maintenance subject always to making good restoring any damage thereby occasioned. Where the wall of the building erected on any feu forms part of the boundary thereon, the feuar shall be entitled to access over the adjoining feu for the purposes of carrying out maintenance subject also to making good and restoring any damage thereby occasioned.

13. Whereas all necessary roads, footpaths, sewers and drains have been constructed or shall in the first instance be constructed by me or my agents or contractors to the standard required by the Local Authority, the same shall be maintained by the feuars to the



D. BURDENS SECTION

satisfaction of me or my successors in all time coming or until the same are taken over by any Public Authority; But reserving to me and my successors and to my assignees and disponees whomsoever, and to my feuars and disponees in all time coming a servitude right of use of the said roads and footpaths and access by the same to other parts of the Development and that without payment of compensation therefore; And declaring that where any sewer or drain or any part thereof is common to two or more feus

(Primo) the expense of maintaining or renewing the said common sewer or drain and

(Secundo) the expense of cleaning or maintaining or renewing the respective branch pipes leading from feu to the said common sewer or drain shall be borne solely by the feuars whose feus are served by the same and specifically declaring that in the event of a blockage occurring at the junction of any such branch pipe to have such blockage cleared and that at his sole expense; And where such branch pipes pass from one feu in order to connect up with any common sewer drain, the feu through which the branch pipes pass shall be subject to a servitude right of wayleaves for such branch pipes and that in favour of the feuar whose feu is served by the said branch pipe who shall be entitled to access thereto when required for the purposes of inspecting, cleaning, maintaining or renewing the same but subject always to making good and restoring all damage to the surface occasioned thereby.

14. In the event of the Local Authority and/or the Post Office and/of any other statutory undertaking in exercise of their powers respectively deciding to erect any pylon, lamp standard or telegraph pole or jointing post or overhead cables or others, or to lay down the necessary cables within or over the feu, such rights may be exercised by them without any liability on the part of me or my successors.

15 There shall be reserved to me and my successors the right to make and maintain connection with any existing drains, sewers, electric cables, gas and water mains and other services within the Development together with all necessary rights of access for this purpose and for the purposes of maintaining and renewal thereafter subject always to an obligation to restore the surface of the ground damaged thereby.

16 Each feuar shall be bound to insure against loss by fire with some reputable Insurance Company for the full replacement value of



D. BURDENS SECTION

the buildings erected on the feu and to produce to me or my successors from time to time when required, the Policies of Insurance, the termly receipts for payment of the premium in and the event of the buildings erected on any feu or any part thereof being destroyed or damaged by fire, the feuar shall be bound to commence within one year after the destruction or damage to restore the said buildings (such restoration to be completed within eighteen months after such destruction or damage) to the value thereof immediately prior to such destruction or damage and the whole sums to be received from the Insurance Company shall be expended at the sight of me or my successors in re-erecting said buildings which buildings shall be with the consents herein specified, the new plan or plans and specifications being first submitted to and approved by me or my successors.

17. As certain areas of the Development are not to be built upon but are to remain in all time coming as amenity ground for the benefit of all feuars of the Development, each feuar shall bear an equal share of the future maintenance of the said amenity ground all as the said amenity ground is tinted blue on the cadastral map.

18. All the feuars within the Development shall be bound whenever called upon to do so by me or my successors to form an Association of Feuars of the Development, which Association will form a committee of their own members to decide all questions common to the feuars to carry out the execution of all common obligations and with power to make an assessment on the feuars in order to meet the common obligations and maintenance herein referred to and also with the power to instruct tradesmen and to meet all necessary accounts; Declaring that it shall be competent for the said Association of feuars to appoint a common factor to attend to the management of the said common obligations and to delegate to such common factors the power exercisable by the Association

including the power to collect the due share from each feuar for maintenance and repair and his own remuneration for so acting; Declaring that me or my successors shall be entitled to order to vest the said Association with the necessary powers to enforce as they shall be bound to so all or any of the obligations herein expressed to convey or assign to the office bears and their successors in office of the said Association my whole rights under these presents or any part thereof, which conveyance or assignation the said bearers and their successors in office of the said Association shall be bound to accept.



D. BURDENS SECTION

19. There is reserved to me or my successors power to make whatever alterations or deviations I or they may consider proper upon any of the feuing plans of the Development or to depart therefrom and I expressly reserve the right to myself or my successors to alter, modify or obrogate in whole or in part the said reservation, declarations, burdens, obligations, conditions, servitudes, wayleaves and others herein contained and these presents themselves or any part thereof and in the event of me or my successors so doing the respective feuars shall have no right or title to object thereto and shall have no claim in respect thereof and any such alterations or modifications in respect of any one or more of the feus shall not infer a like modification or alterations in respect of the others.

20. In the Deed the expression "feuar" shall mean the proprietor of proprietors for the time being of any feu and shall wherever the context so admits be deemed to include all members of the household occupying the buildings to the said feu and to include Tenants, service occupiers and others.