

DEED OF CONDITIONS

by

JOHN PETER GRANT OF ROTHIEMURCHUS

Subjects: Development known as former Loist Sawmill Site, Rothiemurchus Estate, Rothiemurchus

2018

WHEREAS I, John Peter Grant of Rothiemurchus, residing at The Doune, Rothiemurchus, by Aviemore

(ONE) am the heritable proprietor of subjects comprising ALL and WHOLE that area or piece of ground extending to 1.3 hectares or thereby and being the former Loist Sawmill Site, Rothiemurchus Estate being the subjects registered in the Land Register of Scotland under Title Number INV38607 (which said subjects hereinbefore referred to are hereinafter referred to as "the Development");

(TWO) have agreed to a development of six plots on the Development, four of which are to be provided for affordable housing;

AND WHEREAS it is expedient that I, the said John Peter Grant of Rothiemurchus set forth in writing the real burdens, reservations, conditions and others under which all six plots are to be owned and occupied in future; now THEREFORE I the said John Peter Grant of Rothiemurchus, hereby provide, set forth and declare that the Development and the plots thereon shall be held by the proprietors thereof for the time being under the real burdens, reservations, conditions and others all which so far as applicable shall affect the said plots, the remainder of the Development and their respective proprietors *inter se*, namely:-

1 Interpretation

In addition to the defined terms provided for in the foregoing preamble, in this deed, the following words and expressions shall have the following meanings:

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

"the Access Roads" means the access roads cross-hatched blue, cross-hatched red and cross-hatched yellow on the Plan;

"Amenity Area 1" means the area coloured green on the Plan, and which Amenity Area 1 contains inter alia landscaped areas and part of Treatment Plant 1, and forming part of the Retained Property;

"Amenity Area 2" means those two discontinuous areas coloured pink on the Plan, and which Amenity Area 2 contains inter alia landscaped areas and part of Treatment Plant 2, and forming part of the Retained Property;

"Blue Access Road" means the access road cross-hatched in blue on the Plan;

"Community" has the meaning ascribed to it by Section 26(2) of the 2003 Act;

"Common Parts" means the Deer Grid, Bin Store and Communal Store all as hereinafter further defined and to be disposed to the Proprietors;

"Dwellinghouse" means the individual dwellinghouse erected or to be erected on each Plot and "Dwellinghouses" shall be construed accordingly;

"Owner" means John Peter Grant of Rothiemurchus, residing at The Doune, Rothiemurchus, by Aviemore and his successors as proprietor of the Retained Property;

"Plan" means the plan annexed and signed as relative hereto;

"Plan 2" means the plan marked "Plan 2" annexed and signed as relative hereto;

"Planning Permission" means the detailed planning permission granted by the Cairngorms National Park Authority (application reference 2016/0158/DET) dated 24th November 2016, a copy of which is annexed and signed as relative hereto;

"Plot" means each of Plots 1, 2, 3, 4, 5 and 6, ownership of which is to be conveyed to each Proprietor, forming part of the Development and "Plots" shall be construed accordingly;

"Plot 1" means the plot shown delineated partly by broken black and red lines and partly by broken black lines and marked "Plot 1" on the Plan;

"Plot 2" means the plot shown delineated partly by a broken black and red line, partly by broken black lines and partly by a black line and marked "Plot 2" on the Plan;

"Plot 3" means the plot shown delineated partly by a broken black and red line, partly by a broken black line and partly by black lines and marked "Plot 3" on the Plan;

"Plot 4" means the plot shown delineated partly by a broken black and red line, partly by broken black lines and partly by a black line and marked "Plot 4" on the Plan;

"Plot 5" means the plot shown delineated partly in yellow and partly by broken red and yellow lines and marked "Plot 5" on the Plan;

"Plot 6" means the plot shown delineated partly in yellow and partly by broken red and yellow lines and marked "Plot 6" on the Plan;

"Proprietor" means the owner from time to time of any Plot and "Proprietors" shall be construed accordingly;

"Red Access Road" means the access road cross-hatched red on the Plan;

"Retained Property" means the Development under exception of the Plots and the Common Parts;

"Treatment Plant 1" means the treatment plant, the location of which is marked on Plan 2 and located partly within Plot 2 and partly within Amenity Area 1, together with all ancillary apparatus, drains, sewerage, water and other pipes, cables and wires which serve the treatment plant, which Treatment Plant 1 serves Plots 1, 2, 3 and 4;

"Treatment Plant 2" means the treatment plant, the location of which is marked on Plan 2 and located within Amenity Area 2, together with all ancillary apparatus, drains, sewerage, water and other pipes, cables and wires which serve the treatment plant, which Treatment Plant 2 serves Plots 5 and 6;

"Visibility Splays" means those parts of the visibility splays shown cross hatched green on the Plan to be constructed on the Retained Property in terms of Condition 8 of the Planning Permission;

"Yellow Access Road" means the access road cross-hatched in yellow on the Plan and located within Plots 1, 2, 3 and 4.

2 Title Conditions (Scotland) Act 2003

- (1) This deed is a constitutive deed creating real burdens within the meaning of Sections 4 and 122(1) of the 2003 Act.
- (2) The reservations, real burdens, conditions and others contained herein which apply to the Plots and the Retained Property as a Community shall be and are hereby created real burdens enforceable as community burdens by the Proprietors and by the Owner as units in the Community in terms of Section 27 of the 2003 Act.
- (3) This Deed of Conditions shall have effect from the last date hereof.
- (4) The Owner and any Proprietor wishing to enforce a real burden contained herein shall require an interest to enforce within the meaning of Section 8(3) of the 2003 Act the 2003 Act.

3 Enclosing of Plots

Subject to Condition 21 hereof, each Proprietor shall enclose their Plot (in so far as not already enclosed) with rabbit and deer-proof boundary walls or fences within 1 year of acquisition of the Plot and that in accordance with the share of liability for erection and maintenance as hereinafter provided for, and always in accordance with the Planning Permission.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 3 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

4 Liability for upkeep of boundaries

Any fences, walls (including retaining walls and feature walls), dykes or kerbs

- (a) which form divisional boundary enclosures between adjoining Plots shall be erected to the extent of one half on each Plot and shall be erected and maintained in all time coming at the joint expense of the respective Proprietors thereof, and
- (b) which form boundary enclosures separating a Plot from the Retained Property shall be erected and maintained at the sole expense of the Proprietor of the said Plot; and
- (c) which form boundary enclosures separating a Plot from subjects lying outwith the Development shall be erected and maintained at the sole expense of the Proprietor of the said Plot.

Any such fences, walls (including retaining walls and feature walls), dykes or kerbs shall be maintained by the Proprietors having the burden of maintenance so allocated in accordance with this condition in good and satisfactory condition (and in the case of such fences or walls, to stockproof standard) in all time coming.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 4 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

5 Erection of Dwellinghouse

Each Proprietor shall not permit to be erected on their Plot more than one Dwellinghouse with relative outbuildings.

No building is permitted on Amenity Area 1, which shall be laid out as a landscaped area containing soakaways and ancillary apparatus serving Treatment Plant 1 and shall be maintained as such in a neat and tidy condition in all time coming by the Proprietors of Plots 1, 2, 3 and 4.

No building is permitted on Amenity Area 2, which shall be laid out as a landscaped area containing soakaways and ancillary apparatus serving Treatment Plant 2 and shall be maintained as such in a neat and tidy condition in all time coming by the Proprietors of Plots 5 and 6.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 5 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

6 Use of Ancillary Ground within a plot

Each Plot, except where occupied by a Dwellinghouse, relative outbuildings, Access Roads, driveway or parking space shall be laid out with garden ground or shrubbery and maintained as such by the Proprietor thereof in a neat and tidy condition in all time coming.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 6 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

7 Occupancy requirement for Dwellinghouse

Each Proprietor shall (i) occupy the Dwellinghouse erected on their Plot as their main and permanent residence and (ii) be prohibited from allowing or permitting their Plot to be used for any purpose, occupation or activity that may reasonably be considered to constitute a nuisance to any other Proprietor (and that whether caused by noise, animals, pets, smoke, fumes, dust, steam, smells, rubbish, waste matter, discharges, effluvia or through any other cause); Declaring that use for any purpose, occupation or activity shall amount to a nuisance for the purposes of this condition if it would significantly disturb, disrupt or interfere with another Proprietor's legitimate use and peaceful enjoyment of their Plot or part of the Development.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 7 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

8 Repairing and related Obligations

Each Proprietor shall keep the Dwellinghouse and the whole buildings on their Plot in a good state of repair and decoration and take all appropriate steps either by themselves, or in conjunction with others to prevent damage to the fabric of the same which may prejudice the stability thereof or create a nuisance to other Proprietors and, in particular, but without prejudice to the foregoing generality, by the control of vermin, and the repair of any damage to water or other service pipes or wires; Any Proprietors who fail to take timeous and adequate measures to prevent and repair such damage or such defects including notification to adjoining Proprietors whose premises may be affected, with a view to safeguarding their Plot, shall be liable for any damage caused thereby. Each Proprietor shall be obliged to maintain the external finishes of their Dwellinghouse and the whole buildings on their Plot in accordance with the approved details specified in condition 10 of the Planning Permission or such finishes as may be otherwise approved by Cairngorm National Park Authority or its successors as planning authority.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 8 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

9 Sub-division of Plot

Each Proprietor shall be prohibited from selling or disposing of (i) any interest in land which they may have in the Access Roads, Amenity Area 1 or Amenity Area 2, Common Parts or Treatment Plant 1 or Treatment Plant 2, (ii) any carport, garage, lockup, parking space or garage space pertaining to their Plot separately from their Plot, or in any other way from dividing their Plot.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 9 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

10 Environmental Planning Obligations

Each Proprietor shall be bound jointly to uphold and maintain in good and substantial order and repair to the satisfaction of Cairngorm National Park Authority or its successors as planning authority any trees located within their Plot in all time coming in accordance with the Planning Permission and in particular to comply with the terms of condition 2 of the Planning Permission.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 10 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

11 Insurance

Each Proprietor shall be bound to insure his Dwellinghouse and Plot in the event of its destruction the Proprietor shall be bound to restore within two years after such destruction or damage the affected parts to the value thereof immediately prior to such destruction or damage and the whole sum received from the insurance company shall be expended in re-erecting the same or repairing the damage done, so as to be in all respects, consistent with condition 8 above.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 11 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

12 Rights of access for maintenance purposes

Each Proprietor shall have a right of access over an adjoining Plot where necessary for carrying out maintenance and repairs to any fences, dykes, walls, railings and others erected on the boundaries of any Plot and each Plot shall be subject to said right of access in favour of the adjoining Proprietors; Declaring that the exercise of such right shall, so far as practicable, require to be done so as to minimise inconvenience and disturbance to the affected adjoining Proprietors.

Without prejudice to any other obligation imposed in relation to the exercise of any servitude right hereunder, the parties exercising the servitude right contained in this condition will:

- i. give reasonable prior written notice to the relevant Proprietor (except in the case of an emergency, when no notice will be required);
- ii. exercise the rights at reasonable times and in a reasonable manner;
- iii. keep any disturbance and interference to a minimum; and
- iv. make good all physical damage caused to the Development or the affected Plot to the reasonable satisfaction of the affected Proprietor as soon as reasonably practicable or compensate the relevant Proprietor or the Owner, as appropriate, for the cost of reinstating such damage.

13 Servitude rights for services and related wayleaves

Each Proprietor shall have the right to connect into, install, use, maintain, repair, restore, renew, vary the route of and upgrade any and all sewers, drains (including septic tanks and soakaways and other associated apparatus), rainwater, soil, waste and water supply pipes (including Treatment Plant 1 and Treatment Plant 2 and associated apparatus), field drains, gas and electric mains and other service media and transmitters for services of all kinds including ducting for any TV aerial system in, under and through the Development (including any unbuilt upon part of any Plot) reasonably necessary for the development and use of the Development or that Proprietor's Plot with all necessary rights of access thereto for connecting into, installing and using the same and thereafter to maintain, repair, upgrade or vary the route of the same with the right to restore or renew the same in the event of damage or destruction, subject only to making good, as soon as practicable, all surface damage occasioned thereby or compensating the relevant Proprietor or the Owner, as appropriate, for the cost of reinstating such damage. Declaring that insofar as any sewer, drain (including septic tanks and soakaways and other associated apparatus), pipe (including Treatment Plant 1 and Treatment Plant 2 and associated apparatus), service media or transmitter is used in common by more than one Plot the Proprietors shall pay one equal share for each Plot owned by them of the cost of the maintenance, repair, upgrade, restoration or renewal or variation of the route of the same, except as far as may be provided for elsewhere in this deed. Further declaring that any variation of the routes of the foregoing service media must be agreed by the Proprietors and the Owner, acting reasonably. The foregoing

reservations and rights of access shall also operate in favour of all and any statutory undertakers (being any utility company having the right to entitlement to seek a statutory wayleave under the relevant statutory rights and powers).

The Proprietors are prohibited from doing any act which might materially interfere with or render more expensive the said rights of access including building, placing trees, shrubs, fences and walls over or in close proximity to the said mains, pipes, drains, cables and plant et cetera. In addition, the Proprietors shall be bound, if required, to sign any wayleave or deed of servitude required in connection with any of the foregoing rights.

14 Real burdens for installation of service connections

Plots 1, 2, 3 and 4 shall be subject to:

1. a real burden to install electricity, water and landline telephone or internet connection points within the Development by 31st August 2020 to a satisfactory standard at a suitable location within the Development to be agreed between the Proprietors, acting reasonably, to allow all Proprietors to connect their Plots into said connection points for the purposes of a standard domestic supply of said services for a residential dwellinghouse which location shall for the avoidance of doubt be that location agreed by the Proprietors which is from both a financial and practical assessment most satisfactory having regard to the needs of the Proprietors (which work of installation is referred to in this condition as "the Service Connection Works");
2. a real burden of contributing an equal share of the cost of the Service Connection Works.

The Proprietors of Plots 1, 2, 3 and 4 shall be bound to co-operate with one another in the Service Connection Works and shall be jointly and severally liable for the Service Connection Works.

Once the said connection points have been installed, each Proprietor shall be responsible for connecting their respective Plots to the connection points and for the costs of so connecting.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 14 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

15 Exercise of servitude rights

Each Proprietor or other party entitled to exercise any servitude right shall exercise such right in terms hereof in a manner which causes the minimum practicable inconvenience to other parties affected thereby, and shall make good all damage occasioned by the exercise of the said servitude rights.

16 Blue Access Road construction obligations

Plots 1, 2, 3 and 4 shall be subject to the following real burdens:-

1. a real burden to construct the Blue Access Road by 31st August 2020 to the following specification:- 14mm nom. close-graded bitmac wearing course 40mm thick on 40mm nom. Bitmac base course 90mm thick on 320mm type one base material on 100mm type one sub-base (which construction work is referred to in this condition as "the Blue Access Road Works");
2. a real burden of payment of an equal share of the cost of the Blue Access Road Works to the specification outlined in condition 16.1 hereof;
3. the Proprietors of Plots 1, 2, 3 and 4 shall be bound to co-operate with one another in the Blue Access Road Works, and shall be jointly and severally liable for the Blue Access Road Works.
4. the Proprietors of Plots 1, 2, 3 and 4 shall carry out the Blue Access Road Works in such a manner so as to preserve the existing public right of access over the Development in accordance with condition 6 of the Planning Permission, and always so far as reasonably practicable having regard to the carrying out of the Blue Access Road Works in an appropriate manner.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 16 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

17 Blue Access Road maintenance obligations

As soon as the Blue Access Road has been constructed in accordance with condition 16 hereof, and in any event from 31st August 2020, all Plots shall be subject to:-

1. a real burden of maintenance, repair, restoration and renewal of the Blue Access Road to the standard set out in condition 16 hereof;
2. a real burden of payment of a share of the cost of said maintenance, repair, restoration and renewal according to user; declaring that in the event that any one Proprietor, their construction traffic, families or invitees causes extraordinary damage to any part of the Blue Access Road, they shall be liable to re-instate said damage and be liable for the whole costs of reinstating such part of the Blue Access Road as has been so damaged.

3. A real burden to keep the Blue Access Road clear and unobstructed in all time coming in order to preserve the public right of access over the Development detailed in condition 6 of the Planning Permission.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 17 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

18 Red Access Road construction obligations

Plots 1, 2, 3 and 4 shall be subject to the following real burdens:-

1. a real burden to construct the Red Access Road by 31st August 2020 in accordance with the following specification :- 100mm compacted gravel/whin dust or marble topping on 200mm compacted sub-base comprising locally found material where possible (which construction work is referred to in this condition as "the Red Access Road Works");
2. a real burden of payment of an equal share of the cost of the Red Access Road Works to the specification outlined in condition 18.1 hereof;
3. the Proprietors of Plots 1, 2, 3 and 4 shall be bound to co-operate with one another in the construction of the Red Access Road and shall be jointly and severally liable for the Red Access Road Works.
4. the Proprietors of Plots 1, 2, 3 and 4 shall construct the Red Access Road in such a manner so as to preserve the existing public right of access over the Development in accordance with condition 6 of the Planning Permission and always so far as reasonably practicable having regard to the carrying out of the Red Access Road Works in an appropriate manner.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 18 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

19 Red Access Road maintenance obligations

As soon as the Red Access Road has been constructed in accordance with condition 18 hereof, Plots 5 and 6 shall be subject to:-

1. a real burden of maintenance, repair, restoration and renewal of the Red Access Road to the specification set out in condition 18 hereof;

2. a real burden of payment of a share of the cost of said maintenance, repair, restoration and renewal according to user, declaring that in the event that any one Proprietor, their construction traffic, families or invitees causes extraordinary damage to any part of the Red Access Road, they shall be liable to re-instate said damage and be liable for the whole costs of reinstating such part of the Red Access Road as has been so damaged; and
3. A real burden to keep the Red Access Road clear and unobstructed in all time coming in order to preserve the public right of access over the Development detailed in condition 6 of the Planning Permission.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 19 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

20 Yellow Access Road construction obligations

Plots 1, 2, 3 and 4 shall be subject to the following real burdens:-

1. a real burden to construct the Yellow Access Road by 31st August 2020 to the following specification :- 100mm compacted gravel/whin dust or marble topping on 200mm compacted sub-base comprising locally found material where possible (which construction work is referred to in this condition as "the Yellow Access Road Works");
2. a real burden of payment of an equal share of the cost of the Yellow Access Road Works to the specification outlined in condition 20.1 hereof;
3. the Proprietors of Plots 1, 2, 3 and 4 shall be bound to co-operate with one another in the construction of the Yellow Access Road and shall be jointly and severally liable for the Yellow Access Road Works.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 20 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

21 Yellow Access Road maintenance obligations

As soon as the Yellow Access Road has been constructed in accordance with condition 20 hereof, and in any event from 31st August 2020, Plots 1, 2, 3 and 4 shall be subject to:-

1. a real burden of maintenance, repair, restoration and renewal of the Yellow Access Road to the specification set out in condition 20 hereof; and
2. a real burden of payment of a share according to user of the cost of said maintenance, repair, restoration and renewal, declaring that in the event that any one Proprietor, their construction traffic, families or invitees causes extraordinary damage to any part of the Yellow Access Road, they shall be liable to re-instate said damage and be liable for the whole costs of reinstating such part of the Yellow Access Road as has been so damaged.
3. A real burden to keep the Yellow Access Road clear and unobstructed in all time coming so as not to impede the rights of access enjoyed by any other user or proprietor.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 21 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

22 Access Road servitude rights

1. Plot 1 shall have a servitude right of pedestrian and vehicular access (including construction traffic) over those parts of the Yellow Access Road that are located in Plots 2, 3 and 4;
2. Plot 2 shall have a servitude right of pedestrian and vehicular access (including construction traffic) over those parts of the Yellow Access Road that are located in Plots 3 and 4; and
3. Plot 3 shall have a servitude right of pedestrian and vehicular access (including construction traffic) access over that part of the Yellow Access Road that is located in Plot 4;
4. Plots 1, 2, 3, 4, 5 and 6 shall have a servitude right of pedestrian and vehicular access (including construction traffic) over the Blue Access Road and the Red Access Road.

23 Adoption of Access Roads

The Proprietors shall be under no duty to have the Access Roads taken over for maintenance by the local authority or other appropriate body but the Proprietors shall (so far as may be necessary) be bound to concur in the development and construction of the same and in any application to have all or any of the same taken over as aforesaid. The Proprietors shall not however be liable for any share of the cost of upgrading the Access Roads to adoptable standard, notwithstanding the terms of conditions 15-22 hereof and the terms of any burden imposed in the Disposition in favour of any Proprietor.

24 Obstruction of the Access Roads

Each Proprietor and the Owner are prohibited from parking motor cars, motor cycles, caravans or any other vehicle of any nature out with their Plot or in Amenity Area 1 or Amenity Area 2 and from obstructing the Access Roads.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 24 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

25 Visibility Splays construction obligations

Plots 1, 2, 3 and 4 shall be subject to the following real burdens:-

1. a real burden to construct the Visibility Splays by 31st August 2020 (which construction work is referred to in this condition as "the Works");
2. a real burden of payment of an equal share of the cost of the Works to the standard outlined in Condition 8 of the Planning Permission;
3. Proprietors of Plots 1, 2, 3 and 4 shall be bound to co-operate with one another in the Works, and shall be jointly and severally liable for the Works.
4. The Proprietors shall be obliged to keep clear and unobstructed the Visibility Splays in implementation of condition 8 of the Planning Permission in all time coming.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 25 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

26 Development, use and maintenance of Amenity Area 1

In respect of any part of Amenity Area 1 laid out or to be laid out as screening, landscaping belts or to be planted with trees, hedges, shrubs and the like, the Proprietors of Plots 1, 2, 3 and 4 shall implement and adhere to the Planning Permission and to any notices or the like issued by Cairngorms National Park Authority or such other local planning authority as has jurisdiction relating to Amenity Area 1 or trees, hedges and shrubs planted or to be planted thereon; providing that in the event of any dispute as to the density, type, height, pruning, thinning or other maintenance of the said trees, shrubs and hedges, said disputes shall, failing agreement, among the parties thereto be determined by arbitration as hereinafter provided for.

The use of the Amenity Area 1 shall be restricted to that of soakaway drainage from Treatment Plant 1 and a landscaped area.

The Proprietors of Plots 1, 2, 3 and 4 shall be subject to a real burden of maintaining, repairing, restoring and renewing Amenity Area 1 in good and substantial condition and repair.

Plots 1, 2, 3 and 4 shall have a servitude right of access over Amenity Area 1 in order to meet the terms of this condition 26.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 26 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

27 Installation of Common Parts

Plots 1, 2, 3 and 4 shall be subject to the following real burdens:-

1. a real burden to create a bin store at the point marked "B" on the Plan (enclosing it with vertical timber boarding as a visual screen from all directions to a height of 2.2 metres) (hereinafter referred to as "the Bin Store"), construct the communal store within the area hatched brown and marked "CS" on the Plan (hereinafter referred to as "the Communal Store") and erect a deer grid at the point marked "Deer Grid" on the Plan 2 (hereinafter referred to as "the Deer Grid") by 31st August 2020 (which work is collectively referred to in this condition as "the Common Parts Works"); declaring for the avoidance of doubt that the specification of the Deer Grid shall be 5 meters by 4 meters with a minimum 10 ton axel weight capacity.
2. a real burden of payment of an equal share of the cost of creation of the Bin Store, Communal Store and erection of the Deer Grid;
3. the Proprietors of Plots 1, 2, 3 and 4 shall be bound to co-operate with one another in the construction of the Bin Store, Communal Store and Deer Grid and shall be jointly and severally liable for the Common Parts Works.

Plots 1, 2, 3 and 4 shall have a servitude right of access over the Retained Property in order to carry out the Common Parts Works.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 27 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

28 Use and maintenance of Common Parts

The use of the Common Parts shall be restricted to use thereof only by the Proprietors, their families and invitees.

Each Plot shall be subject to a real burden of payment of an equal share of the cost of maintaining, repairing, restoring and renewing the Common Parts in good and substantial condition and repair.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 28 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

29 Development, use and maintenance of Amenity Area 2

In respect of any part of Amenity Area 2 laid out or to be laid out as screening, landscaping belts or to be planted with trees, hedges, shrubs and the like, the Proprietors of Plots 5 and 6 shall implement and adhere to the Planning Permission and to any notices or the like issued by Cairngorms National Park Authority or such other local planning authority as has jurisdiction relating to Amenity Area 2 or trees, hedges and shrubs planted or to be planted thereon; providing that in the event of any dispute as to the density, type, height, pruning, thinning or other maintenance of the said trees, shrubs and hedges, said disputes shall, failing agreement, among the parties thereto be determined by arbitration as after provided for.

The use of Amenity area 2 shall be restricted to that of soakaway drainage from Treatment Plant 2 and a landscaped area.

Plots 5 and 6 shall be subject to a real burden of maintaining, repairing, restoring and renewing Amenity Area 2 in good and substantial condition and repair.

Plots 5 and 6 shall have a servitude right of access over Amenity Area 2 in order to meet the terms of this condition 29.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 29 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

30 Treatment Plant 1 installation and maintenance obligations

Plots 1, 2, 3 and 4 shall be subject to:

1. a real burden to install Treatment Plant 1 by 31st August 2020 to comply with the terms of condition 11 of the Planning Permission in respect of the houses to be constructed on Plots 1, 2, 3 and 4 (which installation works are referred to in this condition as "the TP1 Works");
2. a real burden of payment of an equal share of the cost of installation of the TP1 Works;
3. a real burden to uphold and maintain Treatment Plant 1 in good and substantial order and repair in all time coming and in the event of damage, destruction or deterioration to restore or renew Treatment Plant 1;
4. a real burden of payment of an equal share of the cost of maintenance, repair, restoration or renewal of Treatment Plant 1;
5. a real burden to pay for a share of the cost of the electricity supplied to Treatment Plant 1 in proportion to the number of buildings located on Plots 1, 2, 3, and 4 and connected into Treatment Plant 1.

The Proprietors of Plots 1, 2, 3 and 4 shall be bound to co-operate with one another in the TP1 Works and shall be jointly and severally liable for the TP1 Works.

Declaring that in respect of this real burden:-

(One) as soon as any Proprietor of Plots 1, 2, 3 and 4 shall have connected their Plot into Treatment Plant 1, that Proprietor shall be bound to contribute towards a share of the cost of such maintenance and repair of and the electricity supplied to Treatment Plant 1 in proportion to the number of Plots as are connected into Treatment Plant 1 at that time.

(Two) The Proprietor of Plot 2 shall be entitled to recover the cost of electricity supplied to Treatment Plant 1 from the other Proprietors who have connected their respective Plots into Treatment Plant 1 in proportion to the number of Plots connected into Treatment Plant 1.

The Retained Property shall be subject to the following real burden:-

(First) Other than (i) the permitted planting and landscaping works required in implementation of the Planning Permission; and (ii) any road widening purposes, the Owner will keep Amenity Area 1 clear of structures in all time coming in order to facilitate the exercise of the servitude rights of access to Treatment Plant 1 and shall not develop Amenity Area 1 in any other way; and

(Second) In the event that the Owner, its employees, agents or other invitees causes damage to any part of Treatment Plant 1, they shall be liable to re-instate said damage as soon as reasonably practicable and be liable for the whole costs of reinstating such part of Treatment Plant 1 as has been so damaged.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 30 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

31 Treatment Plant 1 servitude rights

The Proprietors of Plot 1 shall have a servitude right of access over Plot 2 and over Amenity Area 1 to connect into and to use Treatment Plant 1 with all necessary rights of access thereto for laying the same and thereafter for cleaning, maintenance or repair of the same with the right to restore or renew the same in the event of damage or destruction, as well as a right to upgrade the same, subject only to making good, as soon as practicable, all surface damage occasioned thereby or compensating the Proprietors of Plot 2 and Amenity Area 1 for the cost of reinstating such damage.

The Proprietors of Plot 2 shall have a servitude right of access over Amenity Area 1 to connect into and to use Treatment Plant 1 with all necessary rights of access thereto for laying the same and thereafter for cleaning, maintenance or repair of the same with the right to restore or renew the same in the event of damage or destruction, as well as a right to upgrade the same, subject only to making good, as soon as practicable, all surface damage occasioned thereby or compensating the Proprietor of Amenity Area 1 for the cost of reinstating such damage.

The Proprietors of Plot 3 shall have a servitude right of access over Plot 2 and over Amenity Area 1 to connect into and to use Treatment Plant 1 with all necessary rights of access thereto for laying the same and thereafter for cleaning, maintenance or repair of the same with the right to restore or renew the same in the event of damage or destruction, as well as a right to upgrade the same, subject only to making good, as soon as practicable, all surface damage occasioned thereby or compensating the Proprietors of Plot 2 and Amenity Area 1 for the cost of reinstating such damage.

The Proprietors of Plot 4 shall have a servitude right of access over Plots 2 and 3 and over Amenity Area 1 to connect into and to use Treatment Plant 1 with all necessary rights of access thereto for laying the same and thereafter for cleaning, maintenance or repair of the same with the right to restore or renew the same in the event of damage or destruction, as well as a right to upgrade the same, subject only to making good, as soon as practicable, all surface damage occasioned thereby or compensating the Proprietors of Plots 2 and 3 and Amenity Area 1 for the cost of reinstating such damage.

32 Treatment Plant 2 installation obligations

Plots 1, 2, 3 and 4 shall be subject to:

1. a real burden to install Treatment Plant 2 by 31st August 2020 to comply with the terms of

condition 11 of the Planning Permission or any other planning permission that may be issued by the Cairngorm National Park Authority or other local authority in respect of the houses to be constructed on Plots 5 and 6 (which installation works are referred to in this Condition as “the TP2 Works”);

2. a real burden of payment of an equal share of the cost of the TP2 Works;

The Proprietors of Plots 1, 2, 3 and 4 shall be bound to co-operate with one another in the installation of the TP2 Works and shall be joint and severally liable for the TP2 Works;

Declaring that, for the avoidance of doubt, the real burdens contained in condition 32 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

33 Treatment Plant 2 maintenance obligations

Plots 5 and 6 shall be subject to:

1. a real burden to uphold and maintain Treatment Plant 2 in good and substantial order and repair in all time coming and in the event of damage, destruction or deterioration to restore or renew Treatment Plant 2.
2. a real burden of payment of an equal share of the cost of maintenance, repair, restoration or renewal of Treatment Plant 2.
3. a real burden to pay a share of the cost of the electricity supplied to Treatment Plant 2 in proportion to the number of buildings located on Plots 5 and 6 and connected into Treatment Plant 2.

Declaring that in respect of this real burden:-

(One) each Proprietor of Plots 5 and 6 shall only be bound to contribute towards a share of the cost of such maintenance and repair of and the electricity supplied to Treatment Plant 2 once each Proprietor of Plots 5 and 6 shall have connected their respective Plot into Treatment Plant 2.

The Retained Property shall be subject to the following real burdens:-

(First) Until such time as the Proprietor of Plots 5 and 6 have connected their respective Plot into Treatment Plant 2, the Owner shall be bound to maintain and repair and pay for the cost of the electricity supplied to Treatment Plant 2; and

(Second) in the event that the Owner, its employees, agents or other invitees causes damage to any part of Treatment Plant 2, they shall be liable to re-instate said damage as soon as reasonably practicable and be liable for the whole costs of reinstating such part of Treatment Plant 2 as has been so damaged.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 33 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as Proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

34 Treatment Plant 2 servitude rights

The Proprietor of Plot 5 shall have a servitude right of access over Plot 6 and Amenity Area 2 to connect into and to use Treatment Plant 2 with all necessary rights of access thereto for laying the same and thereafter for cleaning, maintenance or repair of the same with the right to restore or renew the same in the event of damage or destruction, as well as a right to upgrade the same, subject only to making good, as soon as practicable, all surface damage occasioned thereby or compensating the Proprietors of Plot 6 and Amenity Area 2 for the cost of reinstating such damage.

The Proprietor of Plot 6 shall have a servitude right of access over Amenity Area 2 to connect into and to use Treatment Plant 2 with all necessary rights of access thereto for laying the same and thereafter for cleaning, maintenance or repair of the same with the right to restore or renew the same in the event of damage or destruction, as well as a right to upgrade the same, subject only to making good, as soon as practicable, all surface damage occasioned thereby or compensating the Proprietor of Amenity Area 2 for the cost of reinstating such damage.

35 Liability for upkeep of common property

Where the Proprietors of two or more plots have a common right of property in any part or portion of the Development, the Proprietors having such right all be bound jointly to uphold and maintain in good and substantial order and repair such parts or portions in all time coming and in the event of damage, destruction or deterioration, to restore or renew the said parts or portions, each Proprietor having said right of common property shall pay one share of the cost of so doing for each Plot owned.

Declaring that, for the avoidance of doubt, the real burdens contained in condition 35 hereof are hereby created real burdens enforceable as community burdens by the Proprietors of the Plots and by the Owner as proprietor of the Retained Property as units in the Community in terms of Section 27 of the 2003 Act.

36 Reserved Rights

1. There is reserved to the Owner the right to alter or modify in whole or in part the reservations, real

burdens, conditions, provisions, limitations, obligations, stipulations and others herein contained subject always to the following provisions:

- i. For the avoidance of doubt, the extent of any Plot shall not be capable of being altered or modified;
- ii. Any such other alterations and modifications shall be permitted only in so far as such alterations or modifications are not materially prejudicial to the interests of the Proprietors or their title to the Plots.

The Proprietors shall be bound to make their title deeds available to the Owner when required and that free from expense of the Owner.

2. There are reserved in favour of the local or public authorities and statutory undertakers and the like all necessary rights of access for the installation, repair, maintenance, cleaning and renewal of all electric and telegraph cables, water, gas and drainage pipes, sewers, soil, waste and water supply pipes and all other cables, pipes and transmitters and other services serving the Plots and the Development in, through and under and part of the Development provided that said rights may be exercised by a local or public authority or statutory undertaker without any liability arising by virtue of such rights on the part of the Owner.

37 Contact

The Proprietors will nominate one of their number (who, for the avoidance of doubt must be a full time resident of the Development) to be the point of contact for the Owner.

38 Arbitration

All questions, differences and disputes which may arise among the Proprietors, or any other party, or any of them arising out of or in respect of these presents in any manner shall be referred to an arbitrator who shall be an independent surveyor experienced for ten years at least in rural and commercial property, appointed in accordance with the Arbitration (Scotland) Act 2010, such arbitrator to be appointed by agreement between the parties or in default of agreement by (at the election of the nominating party) the President for the time being of the Law Society of Scotland or the President for

the time being of the Royal Institution of Chartered Surveyors (Scottish Branch) or any person authorised at the relevant time to act on their behalf.

IN WITNESS WHEREOF these presents consisting of this and the twenty preceding pages together with the Plan, Plan 2 and Planning Permission annexed are executed as follows:-

SIGNED by the said John Peter Grant of Rothiemurchus

at ROTHIEMURCHUS

on the 18th day of October Two thousand and Eighteen

before this witness

SJ Munro Witness

J. P. Grant
John Peter Grant of Rothiemurchus

SARAH JANE MUNRO Full Name


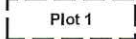
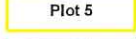




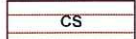
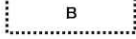


WEST LODGE Address

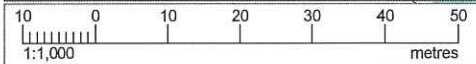
INCHRIACH

AVIEMORE

Loist Moor Housing Co-operative

Sale agreement - access & amenity areas

-  Boundary of land belonging to John Peter Grant
-  Plot 1 Plot boundaries - sold to HSCHT
-  Plot 5 Plot boundaries retained by John Peter Grant
-  Amenity area 1
-  Amenity area 2
-  Adopted access
-  Shared use access track
-  Indicative route of shared access, plots 1-4
-  Community store area (for use by plots 1-6)
-  Bin storage area
-  Areas encompassed by visibility splays



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Plot 1

Plot 2

Plot 3

Plot 4

Plot 5

Plot 6

CS

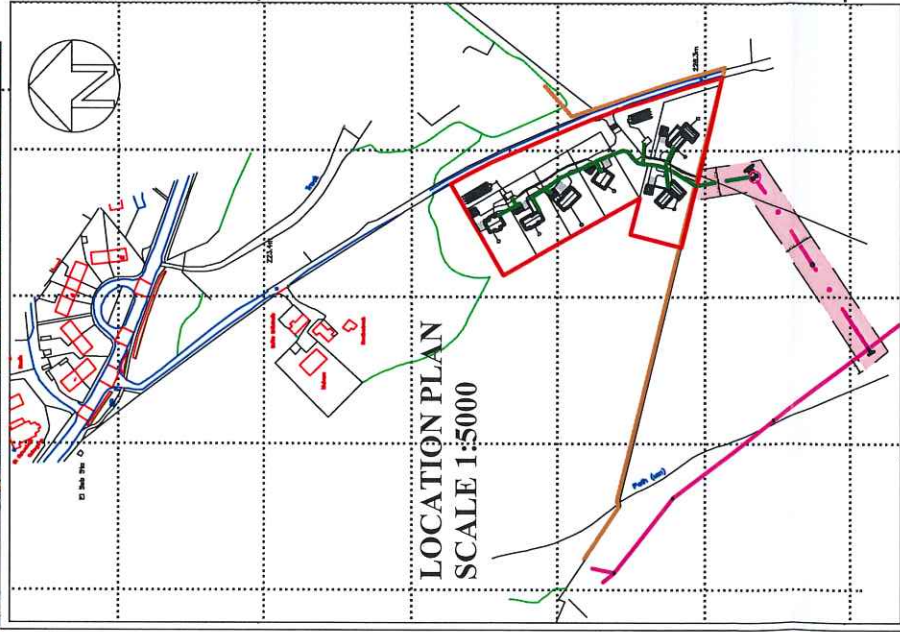
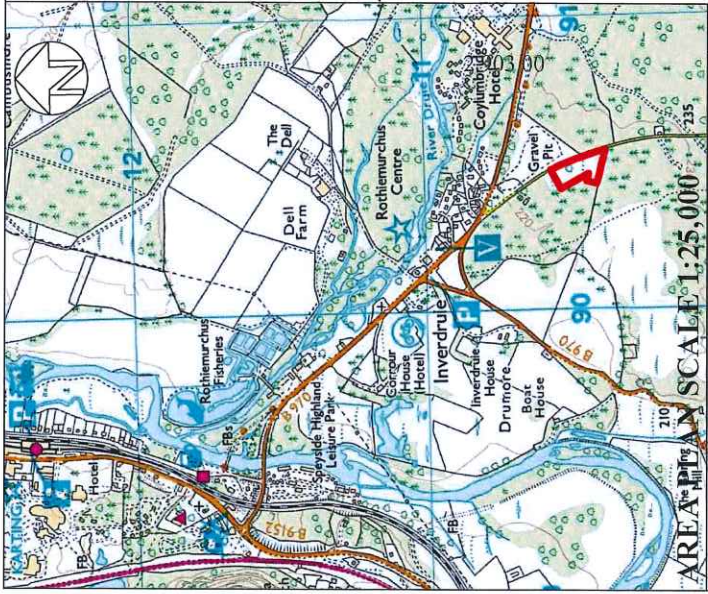
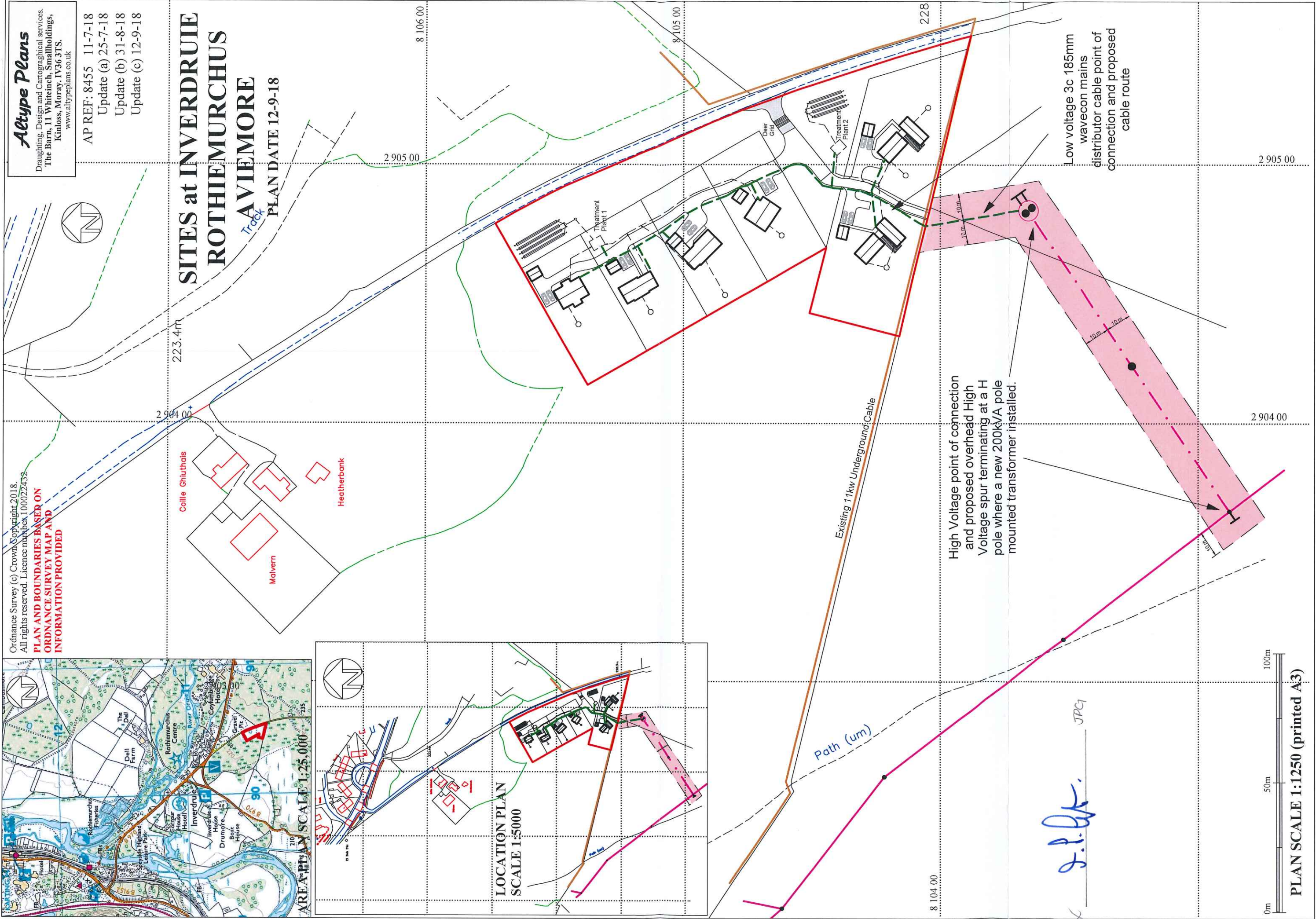
B

This is the Plan referred to in the foregoing Deed of Conditions by John Peter Grant of Rothiemurchus over development known as former Loist Sawmill Site, Rothiemurchus Estate, Rothiemurchus.

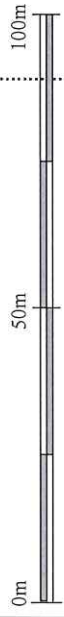
J. P. Grant

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AP REF: 8455 11-7-18
Update (a) 25-7-18
Update (b) 31-8-18
Update (c) 12-9-18



J.P.G.
JPG1



PLAN SCALE 1:1250 (printed A3)

 J.P.G.

DECISION NOTICE

CAIRNGORMS
NATIONAL PARK AUTHORITY

ÙGHDARRAS PÀIRC NÀISEANTA A'
MHONAIDH RUaidH

Mr Iain Cornfoot
c/o Mr Alan Dickson
Rural Design Ltd
The Green
Portree
IV51 9BT

24 November 2016

Application Reference: 2016/0158/DET

**TOWN AND COUNTRY PLANNING (SCOTLAND) ACT, 1997, AS AMENDED
BY THE PLANNING ETC (SCOTLAND) ACT 2006
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT
PROCEDURE) (SCOTLAND) REGULATIONS 2013**

**The Cairngorms National Park Designation, Transitional and Consequential
Provisions (Scotland) Order 2003**

National Parks (Scotland) Act 2000

CNPA in exercise of its powers under the above mentioned Act and Regulations

GRANTS detailed planning permission for:

Erection of 6 dwellings, upgrade current access point and a new access track formed; private drainage (shared treatment plant and soakaway)

at;

Land 175M SE Of Heatherbank Rothiemurchus, Aviemore

and in accordance with the particulars contained in the accompanying application form and the following plans/drawings:

Title	Reference	Date on Plan*	Date Received
Location Plan	199/001	01/10/16	
Site Plan Proposed Site Plan	199/001	01/05/16	
Site Plan Proposed Site Plan	199/003	01/05/16	
Plan Construction Details (drainage)	2754:102		
Other Drainage Layout	2754:101	07/10/16	
Plan Ground Floor Plan - Donald Hall	SK01	15/07/15	
Plan Elevations - Donald Hall	SK02	15/07/15	
Plan Sketch Perspectives - Donald Hall	SK03	15/07/16	
Plan Plot 3 Proposed Development Plans	00048 WI	02/02/14	
Plan Ground Floor Plan Plot 4			
Plan First Floor plan Plot 4			
Plan Elevations Plot 4			
Plan Ground Floor Plan Genini and Thomson	SK 01B JOB K	16/04/13	

Plan First Floor Plan Genini and Thomson	SK 02 B	16/04/13	
Plan Sketch perspective Genini and Thomson	SK 04B JOB K	16/04/13	
Plan Elevations Genini and Thomson	SK 03 B	16/04/13	
Plan R4 Ground Floor Plan Plots 5 and 6	199/PL/102	01/05/16	
Plan R4 Upper Plan Plots 5 and 6	199/PL/132	01/05/16	
Plan Generic Shed Plan	199/101	01/05/16	
Other Bat Survey for Potential Roost Sites in Trees by Shirley Lynch		06/10/16	
Other Protected Mammal Survey by James Bunyan	16/026/AVI/ROI	06/10/16	

*Where no specific day of month has been provided on the plan, the system defaults to the 1st of the month.

Subject to compliance with the following condition(s). (Those conditions listed below in bold text are suspensive conditions, which require to be discharged prior to commencement of the development):

- I **No development shall commence on site until the Cairngorms National Park Authority, acting as Planning Authority, has received and approved in writing:**
 - a) **Evidence that the rural housing burden has been attached to the land of the four plots; or**
 - b) **A copy of the title deeds that confirm that the land for the four**

affordable self-build plots is owned by the Highland Small Communities Housing Trust; and

- c) **An associated binding legal undertaking that the Highland Small Communities Housing Trust will only sell the four plots to the households of the sawmill coop group with the rural housing burden attached to create affordable housing in perpetuity.**

- 2 **No development shall commence on site until a detailed landscape scheme (comprising a scaled plan, full specifications and management and maintenance statement) has been submitted to and approved in writing by the Cairngorms National Park Authority, acting as Planning Authority. This scheme shall include:**

- a) **Proposals for new planting including location, number, species, planting distances, sizes and protection;**
- b) **Details of proposed maintenance and timetable of implementation of works;**
- c) **Details of the ongoing management of woodland areas for the next 15 years;**
- d) **Details of any ground or ancillary works proposed;**
- e) **Detail of all plot boundary enclosures which shall reflect the requirement to retain an open aspect to the site; and**
- f) **Finishes of all hardstanding, turning, access and parking areas which shall reflect the requirement for choice of finishes appropriate to the rural location**
- g) **Details of the location, type and illumination of all external lighting**

Work shall thereafter proceed in accordance with the approved scheme in accordance with the approved timetable.

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (Scotland) Order or any subsequent legislation amending or revoking it, all boundary enclosures shall be erected and maintained in accordance with the approved landscape scheme;

- 3 **No development shall commence on site until:**

- a) **A Tree Protection Plan has been submitted to and approved in writing by the Cairngorms National Park Authority, acting as Planning Authority. The Plan shall include details of both: existing trees to be retained and measures for their protection in accordance with British Standard 5837; and trees to be removed; and**
- b) **A pre-commencement meeting (prior to site clearance and any offsite works required by Conditions 5 and 8) on site with Cairngorms National Park Authority Officers has been held and the Cairngorms**

National Park Authority, as Planning Authority, has confirmed in writing that the protection measures are in place are adequate.

Thereafter, the protection measures shall be implemented on site as approved, and thereafter be retained and maintained on site for the duration of works until their completion, unless otherwise agreed in writing by the Cairngorms National Park Authority, acting as Planning Authority;

- 4 No development shall commence on site until a Species Protection Plan (SPP), the scope of which has been agreed with the CNPA, has been submitted to and approved in writing by the Cairngorms National Park Authority, including details of at least the following:**
- a) Pre-felling check for red squirrel dreys;**
 - b) Pre-felling check for pine marten activity and potential Designated Sites;**
 - c) Protection of wood ants during tree felling and the translocation of nests; and**
 - d) Timetable for works and details of any mitigation works, which must be undertaken by a suitably experienced and qualified ecologist.**

Thereafter all works shall be implemented and monitored in accordance with the approved SPP, with monitoring report, including any mitigation, provided in writing to the Cairngorms National Park Authority with any remedial/mitigation actions implemented in accordance with the agreed SPP;

- 5 No development shall commence on site until detailed, scaled plans of the following road improvements have been submitted to and approved in writing by the Cairngorms National Park Authority, acting as Planning Authority, in consultation with the Highland Council Transport Planning Team:**
- a) The existing informal passing places located on the north site of the public road approximately 105 metres and 178 metres west of the site access to be upgraded to standard passing place specification including appropriate drainage**
 - b) Provision of an additional passing place on the north side of the public road approximately 276 metres west of the site access**
 - c) Localised carriageway widening within the road boundary at a location approximately 358 metres west of the site access.**

These improvements shall be completed in accordance with the approved plans before any house is occupied and thereafter retained and maintained in accordance with those approved plans;

- 6 No development shall commence on site until details of the provision of a**

means of access for the public from the site entrance along the line of the existing pathway leading past plots 5 and 6 through the site to join with the existing informal grass path to the south west have been submitted to and approved in writing by the Cairngorms National Park Authority, acting as Planning Authority. These details are to reflect the requirement for an informal surface such as rolled dust and a finished width of 1.5 metres together with details of specification and alignment.

No house shall be occupied until the path has been implemented in accordance with the approved plans. Thereafter the path shall be retained and maintained in accordance with the approved plans;

- 7 No development shall commence on site until a site specific Construction Management Plan has been submitted to and approved in writing by the Cairngorms National Park Authority, acting as Planning Authority. This plan shall include details of:
- a) Measures for the public to access a suitable pathway across the site during construction , or provision of a suitable alternative;
 - b) Timing of tree felling works to avoid the bird breeding season of February to September inclusive;
 - c) Proposed approach to construction (e.g. crane assembly, pad systems instead of foundations); and
 - d) Construction site management measures to minimise potential damage to trees and vegetation, including the conservation of deadwood for fungi.

Work shall thereafter proceed in full accordance with the approved statement;

- 8 No development shall commence on site until visibility splays have been provided measuring 2.5 metres by 120 metres on the north side of the junction onto the U2244 public road (in accordance with the approved location plan Drawing no. 199/001 Revision C) and measuring 2.5 metres by 80 metres on the south side of the junction onto the U2244 public road, no further south than the boundary with the land that is designated as the Cairngorms Special Area of Conservation (SAC), Cairngorms Special Protection Area (SPA) and North Rothiemurchus Pinewoods Site of Special Scientific Interest (SSSI). These splays shall thereafter be kept free from any permanent obstruction throughout the lifetime of the development hereby approved;
- 9 No construction shall commence on any of the houses hereby approved until details of all proposed renewable technologies have been submitted to and approved in writing by the Cairngorms National Park Authority. These details shall reflect compliance with the

submitted Sustainable Design Checklist and the houses shall thereafter be constructed and maintained in accordance with the approved details, unless otherwise approved in writing by the Cairngorms National Park Authority;

- 10 No construction shall commence on any of the houses hereby approved until details by way of samples of external finishes have been submitted to and approved in writing by the Cairngorms National Park Authority, acting as Planning Authority. The houses shall thereafter be constructed and maintained in accordance with the approved details, unless otherwise approved in writing by the Cairngorms National Park Authority;
- 11 No house shall be occupied until it is connected to the approved drainage system.

The National Park Authority's reasons for imposing these conditions are:

- 1 In order to guarantee that the four approved affordable self-build houses can only be built as affordable housing using the Highland Small Communities Housing Trust's Rural Housing Burden in accordance with Policy 1: New Housing Development of the Cairngorms National Park Local Development Plan 2015;
- 2 In order to provide a landscaped setting for the development and to maintain the retained woodland in a satisfactory condition and ensure effective screening is achieved within the stated timescales, in accordance with Policy 4: Natural Heritage and Policy 5: Landscape of the Cairngorms National Park Local Development Plan 2015;
- 3 In order to ensure the protection of retained trees during construction works on site in accordance with Policy 4: Natural Heritage and 5: Landscape of the Cairngorms National Park Local Development Plan 2015;
- 4 To ensure that species are appropriately protected and any impacts adequately mitigated in compliance with Policy 4: Natural Heritage of the Cairngorms National Park Local Development Plan 2015;
- 5 To ensure that the development is appropriately serviced and the public road is improved to a standard to adequately accommodate additional traffic generated by the development in accordance with Policy 3: Sustainable Design of the Cairngorms National Park Local Development Plan 2015;
- 6 To ensure that the development maintains and maximises opportunities for responsible outdoor access in accordance with Policy 3: Sustainable Design of the Cairngorms National Park Local Development Plan 2015;
- 7 To minimise adverse environmental impacts during construction or any obstruction to public access, in accordance with Policy 3: Sustainable Design and Policy 4: Natural

Heritage of the Cairngorms National Park Local Development Plan 2015 and the Land Reform (Scotland) Act 2003;

- 8 To ensure that the development is provided with a safe access in accordance with Policy 3: Sustainable Design of the Cairngorms National Park Local Development Plan 2015;
- 9 To ensure that new technologies are appropriately designed to conserve and enhance the landscape character and that the development complies with Policy 3: Sustainable Design and Policy 5: Landscape of the Cairngorms National Park Local Development Plan 2015;
- 10 To ensure that the houses are appropriately finished in accordance with Policy 3: Sustainable Design of the Cairngorms National Park Local Development Plan 2015;
- 11 To ensure that the houses are appropriately serviced in terms of drainage in accordance with Policy 3: Sustainable Design and Policy 10: Resources of the Cairngorms National Park Local Development Plan 2015.

- Reason(s) for approval**
1. **The proposal is considered to accord with the aims of the Cairngorms National Park.**
 2. **The proposal complies with the relevant provisions of the development plan and there are no material considerations that indicate otherwise.**

Informatives:

- 1 You are advised that in accordance with section 58(1) of the Town and Country Planning (Scotland) Act 1997 (as amended), this permission lapses on the expiration of a period of 3 years beginning with the date on which this permission is granted unless the development to which this permission relates is begun before that expiration.
- 2 Notification of Initiation of Development - Under section 27A of the Town and Country Planning (Scotland) Act 1997 (as amended) the person undertaking the development is required to give the planning authority prior written notification of the date on which it is intended to commence the development. We recommend this is submitted 2 weeks prior to the start of work. A failure to submit the notice, included in the decision pack, would constitute a breach of planning control under section 123(1) of that Act, which may result in enforcement action being taken.
- 3 Notification of Completion of Development - As soon as practicable after the development is complete, the person who completes the development is required by section 27B of the Town and Country Planning (Scotland) Act 1997 (as amended) to give written notice to the planning authority of the completion of the building works. As before, there is notice for you to complete for this purpose included in the decision pack. In larger, phased developments, a notice of completion is to be submitted as soon as practicable after each phase is finished by the person carrying out the development.
- 4 You are advised that a license will be required from SNH for any works affecting or disturbing squirrel dreys or pine marten and for investigations required to produce the Species Protection Plan.
- 5 You are advised that any proposal to cross designated land to the south west for electricity connections will require to be the subject of consultation with Scottish Natural Heritage who will need to fully consider any potential impacts on any of the notified features of the SSSI or qualifying interests of the Special Area of Conservation and Special Protection Area. You should contact SNH at the earliest opportunity to discuss this.

- 6 You are advised that should potentially contaminative material (such as ash or sawdust/timber tip, visual or odour hydrocarbons, suspected asbestos containing materials associated with the former use) be uncovered during construction or any subsequent groundworks then the works should cease and advice be sought from the Highland Council Environmental Health, Contaminated Land Office.
- 7 Construction work (including the loading/unloading of delivery vehicles, plant or other machinery) should not take place out with the hours of 0800 hours to 1900 hours Mondays to Fridays, 0800 hours to 1300 hours on Saturdays or at any time on Sundays or Bank Holidays in order to minimise disturbance to residents in the area.

Dated: 24 November 2016

Gavin Miles

**Gavin Miles
Head of Planning**

**For details of how to appeal to Scottish Ministers regarding
any aspect of this Decision Notice please see the attached notes.**

**THIS IS A LEGAL DOCUMENT -
PLEASE RETAIN WITH YOUR TITLE DEEDS**

**TOWN AND COUNTRY PLANNING (SCOTLAND) ACT, 1997, AS AMENDED
BY THE PLANNING ETC (SCOTLAND) ACT 2006
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT
PROCEDURE) (SCOTLAND) REGULATIONS 2013**

1. If the applicant is aggrieved by the decision of the planning authority to refuse permission in respect of the proposed development, or to grant permission or approval subject to conditions, he may appeal to Scottish Ministers under Section 47 of the Town and Country Planning (Scotland) Act 1997 within three months of the date of this notice. The appeal should be addressed to the Chief Reporter, Directorate for Planning and Environmental Appeals, 4 The Courtyard, Callendar Business Park, Falkirk FK1 1XR.
2. If permission to develop land is refused or granted subject to conditions, whether by the planning authority or by Scottish Ministers, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by carrying out any development which has been or would be permitted, he may serve on the planning authority a purchase notice requiring the purchase of his interest in the land in accordance with Part 5 of the Town and Country Planning (Scotland) Act 1997.

NOTES

It should be understood that this permission does not carry with it any necessary consent from the Buildings Authority or Scottish Environment Protection Agency, or approval to the proposed development under other statutory enactments.

It should be understood that this permission does not imply

- ☐ that there are no physical restrictions upon development, such as overhead or underground services, diversion or protection of which will be the developer's responsibility, with the prior consent of the appropriate supply authority;
- ☐ that the mains water, drainage or other public services are, or will be available; or
- ☐ that financial assistance from public funds is available towards the cost of provision of services or any aspect of the development.

Enquiries should be directed to the appropriate supply authorities.

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