



Title Information: GLA222529

Search summary

Date/Time of search	22-10-2020 16:25:06
---------------------	---------------------

Transaction number	SCO-06476544
--------------------	--------------

User reference	
----------------	--

Section A**GLA222529**

Property

Date of first registration	04-01-2001
Date title sheet updated to	15-06-2016
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	
Title Number	GLA222529
Cadastral Unit	GLA221040
Sasine Search	
Property address	2/4, 59 GREENHEAD STREET, GLASGOW G40 1DG

Description	Subjects part of cadastral unit GLA221040 tinted pink on the cadastral map being 2/4 59 GREENHEAD STREET, GLASGOW G40 1DG being the second and third floor maisonette flat tinted pink on supplementary data 1 to the title sheet of the Tenement 59 and 61 GREENHEAD STREET, Together with the whole rights common, mutual and exclusive including servitude rights pertaining to the subjects in this Title as defined in the Deed of Conditions in Entry 4 as amended by the Supplementary Deed of Conditions in Entry 6, both of the Burdens Section.
--------------------	---

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

© Crown copyright 2020

Section B**GLA222529**

Proprietorship

CHRISTOPHER DAVID JONES and JOANNE CATHERINE DEMPSTER both Flat 3/1, 229 Cumberland Street, Glasgow, G5 0SR equally between them and the survivor of them.

Entry number	1
Date of registration	15-06-2016
Date of Entry	10-06-2016
Consideration	£120,000

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

© Crown copyright 2020

Section C**GLA222529**

Securities

Entry number	1
Specification	Standard Security by said CHRISTOPHER DAVID JONES and JOANNE CATHERINE DEMPSTER to BANK OF SCOTLAND PLC incorporated under the Companies Acts (Company Number SC327000), Halifax Division, 1 Lovell Park Road, Leeds, West Yorkshire LS1 1NS.
Date of registration	15-06-2016

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

© Crown copyright 2020

Section D

GLA222529

Burdens

Number of Burdens: 7

Burden 1

Instrument of Sasine, recorded P.R.S. (Renfrewshire &c.) 23 Oct. 1822, on Contract of Ground Annual containing Disposition by Trustees of Hugh Morris sen. to Daniel McPhail and Angus McPhail, and their heirs and assignees, of 2 acres 29 ells or 13,456 square yards of ground, contains the following burdens:

Providing always that it should not be lawful to nor in the power of the said Daniel McPhail and Angus McPhail and their foresaids to break the surface of that part of the subjects before disposed which were acquired by the said Hugh Morris, Senior from the heirs of John Greenlaw and to his the said Robert Grahame's heirs and successors except for the building of houses or working the same into garden ground but no way for digging clay and making bricks pantiles or any other work whatever that may exhaust the soil of the said lands without the special consent of the superior or his foresaids had thereto by a writing under their hands.

Burden 2

Instrument of Sasine, recorded P.R.S. (Glasgow) 13 Jul. 1854, on Feu Contract by Thomas Norris and Thomas Mitchell to Dugald McPhail and Duncan McPhail and their heirs of 1925 square yards, contains the following burdens:

And it was expressly provided and declared by said Feu Contract that it should not be lawful to nor in the power of the said disponees to sink for and use the water arising in the said principal subjects for any other purpose of manufacture but with liberty to use the same for all domestic purposes without restraint

also that the said disponees should be bound and obliged as they thereby oblige themselves to erect a house or houses or other buildings on the ground thereby disposed in principal within the space of one year from the term of their entry thereto and should maintain and uphold the said house or houses

as also that the said disponees should not dig any clay nor sand except for building houses on the said subjects thereby disposed nor should they make or burn any brick or potter work out of or upon the ground of the said subjects

Burden 3

Feu Contract containing Feu Disposition by Glasgow City Council (hereinafter referred to as "the First Party") to Bond Homes (Scotland) Limited and their successors (hereinafter referred to as "the Second Party"), registered 4 Jan. 2001, of the subjects edged brown on the cadastral map, contains the following burdens:

(FIRST) The Second Party shall in all time coming maintain or procure the maintenance in a good and satisfactory manner of the buildings from time to time erected thereon and all unbuilt on parts of the subjects hereinbefore disposed. The Second Party shall also insure or procure the insurance of the said buildings for their full reinstatement value against fire and other normal household risks from and after the date of entry and shall exhibit the policy or policies of insurance when required in writing to do so and shall apply the proceeds of any such insurance in the repair and reinstatement of such buildings in the event of loss or damage by any of the insured perils.

(SECOND) There is reserved to the First Party and its successors as proprietors of and all other proprietors of property adjacent to or in the vicinity of the subjects hereinbefore disposed the free and uninterrupted passage and running of water, soil, gas, electricity, telephone and other services or supply from and to any adjoining or neighbouring property in and through the pipes, sewers and other conducting media which now are or may hereafter be in or about the subjects hereinbefore disposed and the buildings from time to time erected thereon, together with the right to construct and maintain in or about the subjects hereinbefore disposed any pipes, sewers or other conducting media or services for the benefit of any adjoining or neighbouring property, provided that the parties exercising such right shall repair and make good any damage caused thereby.

Burden 4

Deed of Declaration of Conditions, registered 30 May 2002, by Bond Homes (Scotland) Limited, and Bond Homes (Glasgow Green) Limited, Proprietors of the Property as hereinafter defined sets forth and declares burdens &c in the following terms:

(FIRST)

(One) "Property" means the land edged red on the cadastral map;

(Two) "Block A" means that area of ground outlined in red on the Supplementary Data 2 to the Title Sheet;

(Three) "Block B" means that area of ground outlined in blue on the said Supplementary Data 2 to the Title Sheet;

(Four) "Block C" means that area of ground outlined in green on the said Supplementary Data 2 to the Title Sheet;

(Five) "Block D" means that area of ground outlined in brown on the said Supplementary Data 2 to the Title Sheet;

(Six) "Block E" means that area of ground outlined in orange on the said Supplementary Data 2 to the Title Sheet;

(Seven) "Block F" means those two areas of ground outlined in yellow on the said Supplementary Data 2 to the Title Sheet;

(Eight) "Block G" means that area of ground outlined in black on the said Supplementary Data 2 to the Title Sheet;

(Nine) "Blocks" means Block A, Block B, Block C, Block D, Block E, Block F and Block G together or in combinations of more than one block;

(Ten) "Building" means the building erected on and forming part of each Block with the whole plant, equipment, fixtures and fittings therein and references to a specific Building shall mean the building erected on the Block with the corresponding letter;

(Eleven) "Buildings" means Building A, Building B, Building C, Building D, Building E, Building F and Building G together or in any combination of more than one;

(Twelve) "dwellinghouse" means any one of the Seventy Five dwellinghouses sold or to be sold by us, under exception of the parts hereinafter defined as the Building common parts, and the common parts, and shall include the window frames and glass in the windows of a dwellinghouse, the lighting equipment and all radiators, pipes and ventilation ducts, cables and others situated therein and serving exclusively a dwellinghouse. "dwellinghouses" shall be construed accordingly;

(Thirteen) "Curtilage" means the property so far as not occupied by the Blocks together with all access roads and paths, steps and ramps, parking spaces, walls, railings, gates, fences, hedges, garden and amenity ground and all growing plants and shrubs therein, (but in the case of any such walls, railings, gates, fences or hedges which are mutual to the extent only of one half thereof) and (insofar as not taken over by the Local Authority) the roadways, footpaths and sewers ex adverso the Blocks but only insofar as we have right thereto;

(Fourteen) "Building common parts" means the whole parts of the property which are used by or serve more than one dwellinghouse in any Building and, without prejudice to the foregoing generality includes the solum on which said Building is erected and the following parts of such Building videlicet:-

(i) the foundations

(ii) the structural floors whether of concrete and/or other material,

(iii) the outside walls and cladding thereof, the window frames and window glass of all spaces which are common and of entrance halls, corridors, common stairways and landings and sitting areas (but not the window frames and glass in the windows of the dwellinghouses);

(iv) all load bearing walls and/or columns whether situated within a dwellinghouse or not; but where situated within a dwellinghouse excluding the screeding, plasterwork and finishes thereof,

(v) the roofs, roof spaces and hatchways leading thereto, the attics if any, and all erections on the roof,

(vi) the entrance halls, corridors, common stairways and landings and sitting areas together with the carpet and other floor coverings thereon and the walls and ceilings enclosing the same and the railings thereof,

(vii) all apartments or areas used for storage except such apartments or areas as are contained within a dwellinghouse,

(viii) the entry phone system other than the handset and apparatus in each dwellinghouse (which handset and apparatus in each dwellinghouse is the exclusive property of the proprietors of said dwellinghouse) and the elevators and access rooms thereto, elevator shafts and elevator lights, standby generators and all plant and equipment used in connection therewith,

(ix) main water supply pipes, including main risers and lateral mains and all branch pipes leading to dwellinghouses, storage tanks, break tanks, cisterns, feed pumps and overflows (except insofar as situated within and serving exclusively any one dwellinghouse),

(x) all heating installations, pipes and cables (except insofar as situated within and serving exclusively any one dwellinghouse),

(xi) electrical switch gear and all main electric cables and conductors but excluding electric cables and conductors so far as enclosed within and serving exclusively any one dwellinghouse,

(xii) Mechanical ventilation ducts except insofar as situated within and serving exclusively any one dwellinghouse,

(xiii) Fire fighting equipment including dry and wet risers and smoke check doors and any fire alarm and fire warning and/or detection systems including machinery and apparatus and all wires, cables, hoses and pipes used in connection therewith,

(xiv) Drains, soil pipe and sewers of every description, rhones, gutters and conductors, drainage traps and manholes, except insofar as serving exclusively any one dwellinghouse,

(xv) Television aerials and television outlets up to the point where the outlet enters the socket serving a dwellinghouse,

(xvi) Lightning conductors,

(xvii) Drying areas within each specific Building, if any, and drying areas which may be formed within the relevant Block,

(xviii) Waste-disposal chutes and refuse stores whether within the Building or the relevant Block,

(xix) Lighting equipment for the relevant Block and the Building and for all entrance halls, corridors, common stairways, landings and sitting areas if any, and

(xx) All parts of the relevant Block insofar as not occupied by the Building together with all access roads and paths, steps and ramps, parking spaces, walls, railings, gates, fences, hedges, garden amenity ground and all growing plants and shrubs thereon and all drains, pipes, ducts, cables and sewers lying within the relevant Block insofar as serving the relevant Block and/or the Building exclusively,

(xxi) For the avoidance of doubt, the proprietors from time to time of dwellinghouses A0.3 and A0.4 forming part of Building A will have no right in common to the items specified in sub clauses

(vi), (viii) and (xix). Further for the avoidance of doubt in respect that Building F comprises four separate common entrances and stairs each giving access to five dwellinghouses with two main door dwellinghouses lying immediately adjacent to each of the said common entrances and stairs, in the case of Building F the proprietors of each dwellinghouse shall have a right in common only to such of the Building common parts as relate to the portion of the building containing the dwellinghouses taking access from the common entrance and stair from which said proprietor's dwellinghouse takes access or to which said proprietor's dwellinghouse lies immediately adjacent, declaring for the avoidance of doubt that the proprietors of such main door dwellinghouses forming part of Building F shall have no right in common to the items specified in sub clauses (vi), (viii) and (xix),

(Fourteen) "common parts" means

(a) the curtilage, and

(b) all electrical cables, lighting equipment, drains, ducts, cables and sewers lying within the property insofar as not serving exclusively any block or building,

(Fifteen) "Building common charges" means and includes:-

(a) the whole expense incurred from time to time in respect of the repair, maintenance (including redecoration) and renewal and any alteration and improvement of the Building common parts.

(b) a reasonable provision (to be determined by the Factor acting reasonably) for future costs of repairs, maintenance (including redecoration and renewal) of the Block common parts.

(c) the whole expense incurred from time to time in respect of maintaining any garden ground or landscaped areas forming part of the relevant Block including the cost of all grass cutting.

(d) all local rates, taxes, charges, assessments and other outgoings payable from time to time in respect of the Building common parts.

(e) the remuneration of the Factor and the reimbursement to him of any expenses properly incurred by him in performing his duties in relation to the Building and the relevant Block.

(f) Insurance premiums in terms of clause (Sixth) (a) and (b) hereof.

(g) Any reasonable expense properly incurred by the Property Council in the exercise of the rights contained herein.

(h) The cost of heating, lighting and cleaning the Building common parts, and

(i) Any other expenses however arising in relation to the Building and/or the relevant Block which should properly be borne by all the proprietors of dwellinghouses in the Building.

(Sixteen) "common charges" means and includes:-

(a) the whole expense incurred from time to time in respect of the repair, maintenance (including redecoration) and renewal and any authorised improvement of the common parts,

(b) a reasonable provision (to be determined by the Factor acting reasonably) for future cost of repair, maintenance (including redecoration) and renewal of the common parts,

(c) all local rates, taxes, charges, assessments and other outgoings payable from time to time in respect of the common parts,

(d) the remuneration of the Factor and the reimbursement to him of any expenses properly incurred by him in performing his obligations in relation to the common parts,

(e) insurance premiums in respect of clause (Sixth)(a) and (b) hereof,

(f) any reasonable expense properly incurred by the Property Council in the exercise of the rights contained herein,

(g) the cost of heating, lighting and cleaning the common parts,

(h) any other expense however arising in relation to the property which shall properly be borne by all the proprietors of dwellinghouses.

(Seventeen) "Developers" means us the said Bond Homes (Scotland) Limited and Bond Homes (Glasgow Green) Limited.

(Eighteen) "month" means a calendar month

(Nineteen) "year" means a period from the Fifteenth day of May to the Fourteenth day of May following.

(Twenty) "proprietor" means a person or persons who has/have purchased a dwellinghouse and includes, where a proprietor is deceased, his or her executor or, where the Estates of a proprietor have been sequestrated, his or her Trustee in Bankruptcy or where a proprietor has granted a Trust Deed for behoof of creditors the Trustee acting thereunder and generally any person for the time being legally entitled to a dwellinghouse and "proprietors" shall be construed accordingly.

(Twenty-One) "Factor" shall be the person, firm or company appointed in accordance with the provisions of Clauses Ninth and Tenth hereof.

(Twenty-Two) "Property Council" means the body constituted in accordance with Clause Tenth hereof.

(Twenty-Three) "Arbiter" means any Arbiter appointed in accordance with Clause Twelfth hereof.

(Twenty-Four) "Relevant Block" means in respect of any Buildings the Block on which said Building is erected.

(Twenty-Five) "open space" means that portion of the Block with the corresponding letter on which no part of the Building erected on such Block is located.

(Twenty-Six) "open spaces" means any combination of more than one open space.

(Twenty-Seven) words implying the masculine shall include the feminine, and

(SECOND)

(a) The Developers shall have:-

(i) a right of access to and use of the property or any part thereof for the construction and installation of any electricity mains, cables, gas supply mains and water mains and supply pipes, sewage disposal pipes, drainage outlets, television or radio connections or apparatus and any other services for the benefit of the property.

(ii) a right of access to and use of the property or any part thereof necessary or desirable to enable the Developer to carry out the duties imposed on the Developers in terms of clause Eighth hereof, and

(iii) a right of access to the property and any part thereof at all reasonable times for the purpose of inspection of the same and the state of maintenance thereof. The rights reserved to the Developers may be exercised by the Factor and by tradesmen and contractors employed by the Developers or by the Factor.

(b) There are reserved

(i) a servitude right of using any electricity mains or cables, gas supply pipes and ducts, water supply pipes, sewage disposal pipes and drainage pipes or outlets at present laid in, over or under the property although not serving the property or not serving the property exclusively in favour of the subjects served thereby and the proprietors thereof, and of access thereto at all reasonable times for the purpose of repairing, maintaining and renewing the same, and

(ii) any servitude right of wayleave or access granted or that may be granted by the Developers or their predecessors in Title in favour of the telephone and other communication supply authorities, the electricity supply authority, the gas supply authority and other statutory undertakers for placing and maintaining telegraph and telephone poles, wires and cables, pipes, sewers, drains and others in, over or under the property.

For the avoidance of doubt, any party exercising the rights reserved in this Clause (Second) shall be obliged to repair any part of the property affected by the exercise of said rights to the condition in which it was prior to the exercising of said rights and compensate the proprietors affected by the exercise of such rights for any loss sustained by such proprietors as a result of the exercise of said rights.

(THIRD)

(a) Each dwellinghouse shall be held by the proprietor thereof in all time coming subject to the conditions contained herein

(b) Subject always and without prejudice to the provision for the repair, maintenance and renewal of the Building common parts, and the common parts contained in Clause Fifth hereof, the proprietor for the time being of each dwellinghouse shall be responsible for the repair and maintenance of such dwellinghouse and the fittings and fixtures therein and for the renewal, if

and insofar as necessary of any part or parts thereof at his own expense. If, in the opinion of the Factor, it is necessary or desirable for the protection of the appropriate building that any work of repair, maintenance or renewal be carried in or upon any dwellinghouse or part or parts thereof he may serve notice upon the proprietor thereof requiring the performance of such works as are specified in the Notice within the period stated. The proprietor of such dwellinghouse shall be entitled within twenty one days of the receipt of such Notice to appeal to the Arbiter to decide whether the works specified or any of them are necessary or reasonably desirable for the purpose above mentioned and if the Arbiter considers that works or any of them are so necessary or desirable, to determine the period within which they shall be performed. In the event of failure by the proprietor of such dwellinghouse to perform those works within the period specified in the Notice or on the determination of the Arbiter as the case may be the Factor shall be entitled to have said works carried out and to recover the costs thereof from the proprietor of such dwellinghouse.

(c) The proprietor of any dwellinghouse shall be bound to permit access at all reasonable times to and through such dwellinghouse to the Factor and the proprietor of any other dwellinghouse and to any tradesmen employed by him or them for the purpose of executing any repair, maintenance or renewals of the Building common parts or the common parts.

(d) All the dwellinghouses shall be used and occupied in all time coming as residential dwellinghouses only. None of the dwellinghouses shall be used for any other purpose whatever nor sub-divided or used as a shop or workshop of any description or for the purpose of teaching music, singing or elocution or as a private school or for the carrying on of any professional trade or business whatsoever.

(e) No structural external alterations shall be made to any dwellinghouse or to any part of such dwellinghouse except with the prior consent of the Local Authority and the Factor.

(f) The proprietors of the dwellinghouses shall not be entitled to paint and decorate or in any way alter the external appearance of the portion of the building to which they have right or the windows or the outside doors thereof nor shall they be entitled to paint, decorate or alter the appearance of the appropriate Building common parts or common parts it being expressly provided that in order to preserve the uniformity of the outward appearance of the buildings and of the common parts and of the Building common parts, all painting thereof and all meliorations or repairs thereon shall only be dealt with in the manner herein provided for with regard to common or mutual operations or repairs.

(g) There shall not be erected or fixed to or allowed to depend from the outside walls or windows of any dwellinghouse any notice, plate, sign or other device except with the prior consent in writing of the Local Authority and the Factor.

(h) There shall not be kept in or about any of the dwellinghouses nor in any other part of the property any animal or bird of any kind except that one dog or one cat or one bird (kept in a cage) may be kept in each dwellinghouse but then only provided such dog, cat or bird shall not prove a nuisance; Declaring that the Factor shall be the sole judge as to whether or not any such animals or birds are or may become a nuisance.

(i) None of the dwellinghouses shall be let or used for any purpose or in such a way as may in the opinion of the Developers constitute a nuisance or effect adversely the amenity of the

property.

(FOURTH)

Any compartments in any of the buildings which are not used exclusively as residences, any open spaces and the curtilage shall be used in all time as ancillary buildings or amenity ground in connection with the dwellinghouses and for no other purpose. Without prejudice to the generality no part of the curtilage nor any part of the open spaces shall be let to any person or used for any business or trade of any kind and all garden and amenity ground, plants and shrubs thereon shall be kept in a neat and tidy condition. No buildings of any kind whatsoever shall be erected on the curtilage or open spaces. Any drying areas which may be formed within the curtilage or open spaces shall be used only for drying or bleaching clothes. The parking areas and the curtilage shall only be used for parking private cars and no commercial vehicles shall be parked thereon at any time. All access roads and paths forming part of the curtilage and open spaces shall be kept clear and free from obstruction and shall not be used for the purpose of parking vehicles of any nature whatsoever or other objects. The Factor shall be entitled to carry out any gardening and cleaning operations in the curtilage and open spaces which they shall consider necessary or desirable and the expenses thereof shall form part of the common charges or the Block common charges as appropriate.

(FIFTH)

(a) the Building common parts shall belong to each of the proprietors of a dwellinghouse in the relevant Building to the extent of an equal share,

(b) the common parts shall belong to each of the proprietors of a dwellinghouse to the extent of a one seventy fifth share.

(c) the Factor shall have full power and authority to instruct and have executed from time to time such works for repair, maintenance or renewal of the Building common parts or the common parts or any part of either of them, as they in their judgement shall consider necessary to implement the obligations and duties in terms contained herein provided always that in the case of a major work (being a work the cost of which is estimated by the Factor)(i) in the case of Building A to exceed £1,100 or such greater amount as may from time to time be fixed by the Factor, (ii) in the case of Building B to exceed £400 or such greater amount as may from time to time be fixed by the Factor, (iii) in the case of Building C to exceed £600 or such greater amount as may from time to time be fixed by the Factor, (iv) in the case of Building D to exceed £800 or such greater amount as may from time to time be fixed by the Factor, (v) in the case of Building E to exceed £1,000 or such greater amount as may from time to time be fixed by the Factor, (vi) in the case of Building F to exceed £2,800 or such greater amount as may from time to time be fixed by the Property Council, (vii) in the case of Building G to exceed £800 or such greater amount as may from time to time be fixed by the Factor, (viii) in the case of the curtilage to exceed £7,500 or such greater amount as may from time to time be fixed by the Factor) the Factor shall, before instructing the same, report the matter to the Property Council and such work shall be undertaken only if it is authorised by the Property Council, whose decision shall be final and binding on all the proprietors. Notwithstanding the foregoing provisions the Factor shall be entitled forthwith to instruct and have executed such work which shall include a major work as he considers necessary for the interim protection or safety of the property or any part thereof or of any person.

(d) The proprietor of each dwellinghouse in a Building shall be liable jointly with the proprietors of all the dwellinghouses in said Building for payment as hereinafter provided of the Building common charges in the proportion of an equal share in respect of each dwellinghouse in said Building and of any Value Added Tax or other tax which is or may from time to time become legally payable thereon.

(e) The proprietor of each dwellinghouse shall be liable jointly with the proprietors of all other dwellinghouses for payment as herein provided of the common charges in the proportion of a one seventy fifth share in respect of each dwellinghouse and of any Value Added Tax or other tax which is or may from time to time become legally payable thereon.

(f) As soon as reasonably practicable after the Fifteenth day of May and Eleventh November in each year the Factors shall prepare a statement of the common charges and the Building common charges, incurred in respect of the half year to that date and shall furnish a copy of the common charges to the proprietor of each dwellinghouse and shall furnish a copy of the Building common charges to the proprietors of each dwellinghouse in the Building to which the Building common charges relates. The proprietor of each dwellinghouse shall make payment to the Factor of the proportion of the common charges in the Building common charges payable in respect of his dwellinghouse as follows:-

i. On each of 2nd February, 15th May, 28th August and 11th November in each year a sum, notified by the Factor to each proprietor from time to time, approximately equivalent to a one quarter proportion of the share of the common charges and Building common charges estimated by the Factor as payable by such proprietor in respect of that year (hereinafter called "the quarterly instalment") and

ii. Within fourteen days after receipt from the Factor by each proprietor of a copy of the statement of the common charges and Building common charges for that half year, the amount (if any) by which the share of common charges and Building common charges ascertained in accordance with the said statement exceeds the total of the Four quarterly instalments paid for that year. Any amount by which the said total exceeds the amount ascertained in accordance with the said statement shall be retained by the Factor and taken into account by him in determining the quarterly instalment for the subsequent year. Any dispute or difference as to the amount payable by the proprietor of any dwellinghouses shown on the said statement shall be determined by the Arbiter on application by the proprietor or the Factor but the amount so shown and any arrears of quarterly instalments due shall be paid by the proprietor before the matter is considered by the Arbiter and adjustment thereof, if any, shall be made and settled within seven days after the Arbiter's decision has been intimated to the parties.

(g) In the event of a quarterly instalment or other sum due and payable in terms contained herein by any proprietor remaining unpaid for a period of sixty days after a demand for payment thereof has been issued by the Factor, the Factor shall sue for and recover the same in his own name on behalf of the Proprietors. If payment is not received by the Factor of the amount of any such instalment or other sum and of the expenses as awarded by the Court of obtaining a Decree for Payment therefor within twenty one days after the date of the Decree for Payment or in the event of an instalment Decree for Payment, after the date for the last instalment became due, the amount of such instalment or other sum and expenses shall be paid by the remaining proprietors jointly to the Factor, each proprietor contributing in proportion to his appropriate share of the

original costs and the remaining proprietors will be entitled to demand an apportionment of the said Decree against the defaulting proprietor.

(SIXTH)

(a) In the event of damage to or destruction of the Property or any part thereof the proprietors of all the dwellinghouses shall be obliged to restore or rebuild the same and repair the damage. The Property Council through the Factor shall effect insurance of the Property and of all furniture and furnishings forming part of the common parts against damage or destruction by fire and other risks normally covered by comprehensive insurance of residential property for the full reinstatement value. The amount for which such insurance is effected shall be determined from time to time by the Developers for so long as the Developers are proprietors of any of the dwellinghouses. When the Developers have ceased to be the proprietors of any dwellinghouses within the property the Factor shall determine the level for which such insurance is to be effected provided always that such level of insurance shall be for full reinstatement value as recommended by the Factor after taking appropriate professional advice or such greater sum as shall be proposed by the Factor. The insurance shall be effected on the common policy in the name of the Property Council and the Factor for behoof of the whole proprietors of dwellinghouses, said insurance shall include Property Owner's Liability Cover, the instalments for which shall not be less than Five Million Pounds (£5,000,000) in respect of any one claim. The proprietor of each dwellinghouse in each Building shall be liable jointly with the proprietors of the other dwellinghouses in that Building to pay to the Factor punctually when due the annual premiums in respect of said common policy for that Building in such proportions as shall be set out by the Insurers. The proprietor of each dwellinghouse shall be liable jointly with the proprietors of the other dwellinghouses to pay to the Factor punctually when due the annual premiums in respect of the curtilage in the proportion of a one seventy fifth share in respect of each dwellinghouse. In the event of damage or destruction of the Property or any part thereof the proceeds of a claim or claims under the said common policy shall be held in trust by the Developers and the Factors and shall be used and applied at the sight of Developers and the Factor in or towards the reconstruction and rebuilding or repair of the Property.

(SEVENTH)

All sums payable by the proprietors of any dwellinghouse which are not paid punctually on the due date or within twenty one days thereafter shall bear interest at the rate of four per cent above the base rate charged from time to time by the Royal Bank of Scotland plc or any bank with which it may associate or amalgamate from the due date until payment.

(EIGHTH)

For as long as the Developers remain the proprietors of a dwellinghouse the Developers shall, through the Factor, be responsible for arranging inter alia the repair, maintenance and renewal of the Building common parts, and the Common Parts, the insurance of the Property and the payment of rates, taxes, assessment and other outgoings in respect of the Property other than exigible in respect of the dwellinghouses. For the avoidance of doubt, notwithstanding the terms of this Clause each proprietor shall be responsible for paying the share of the Building common charges and common charges relating to their dwellinghouse from the date of their ownership of such dwellinghouse. On the sale by the Developers of the last dwellinghouse owned by the

Developers the rights, responsibilities and obligations incumbent on the Developers in terms of this clause shall pass to the Property Council.

(NINTH)

For as long as the Developers remain proprietors of a dwellinghouse

(a) The Factor shall be appointed and his appointment may be renewed or terminated by the Developers;

(b) The remuneration of the Factor and the terms and conditions of his appointment shall be determined from time to time by the Developers;

(c) The Factor shall have the powers conferred on him and perform the duties imposed on him by this Deed and by the Developers and any other functions assigned to him in relation to the property by the Developers; Declaring that on the sale by the Developers of the last Dwellinghouse owned by the Developers the rights, responsibilities and obligations incumbent upon the Developers in terms of this clause shall pass to the Property Council.

(TENTH)

(a) The Property Council shall comprise the proprietors of all the Dwellinghouses provided always that when one or more person is included in the term "proprietor" of any Dwellinghouse only one of such persons may be a member of the Property Council.

(b) Any Proprietor shall have power to call a meeting of the Property Council to be held at such reasonably convenient time (excepting Saturdays and Sundays and Public Holidays) and place as the convenor of the said meeting may determine and of which time and place of meeting at least ten days' notice in writing shall be given by or on behalf of the convenor of the said meeting and at any meeting so convened any of the Proprietors may be represented by a mandatory. Any thirty or more Proprietors or the mandatory or mandatories authorised in writing of such Proprietor or Proprietors shall be a quorum and the Proprietors present or their mandatories shall be entitled to one vote only for each Dwellinghouse owned by him or his principal.

(c) Subject always to the other terms contained herein it shall be competent at any such meeting by a majority of the votes of those present, the said votes to be counted as aforesaid, to appoint a factor or management agent who will be responsible for carrying out the duties imposed on the Factor herein, to delegate to such factor or management agent appointed as aforesaid full right, power and authority to take charge of all matters pertaining to the maintenance repair and when necessary renewal of the Building Common Parts and Common parts and the employment of labour thereanent, in the same way as the said right power and authority could be exercised by a majority vote at a meeting of the Property Council, to make any regulations, in conformity with conditions contained herein which may be considered necessary for the preservation, amenity, cleaning, use or enjoyment of the Building Common Parts and the Common Parts, and to fix the remuneration of the Factor for his services in accordance with the appropriate charges and declaring that the continuing appointment of the Factor may be reviewed from time to time by a majority of Proprietors present at a meeting convened as aforesaid.

(d) The constitution of the Property Council and provisions for appointment of office bearers, conduct of meetings and all administrative matters shall be determined from time to time in general meeting or by a duly authorised committee of the Property Council and may be varied in like manner, provided always that they are not inconsistent with these presents.

(e) A meeting of the Property Council (hereinafter called the Regular Meeting) shall be called by the Factor to be held in each year. The Factor shall also convene a special meeting of the Property Council to be held at such reasonably convenient time and place as the Factor shall determine either on his own initiative or upon receipt of a requisition signed by or on behalf of the Developers (if they remain proprietors of one or more Dwellinghouses) or by the proprietors of ten or more Dwellinghouses. Notice of the time and place of any meeting of the Property Council shall be given in writing by the Factor to the developers if appropriate and to the proprietors of all the Dwellinghouses as appearing in the Factor's records at the time and such notice shall be given not less than ten days prior to the date of the meeting.

(f) At any meeting of the Property Council the chairman of the meeting shall be appointed by those present and entitled to vote and all matters shall be determined where necessary by a majority of votes.

(g) All decisions and regulations regularly made at any such meeting shall be binding upon the Property Council and upon each and all of the proprietors of Dwellinghouses whether or not present in person or represented at such meeting and whether or not consentors thereto unless the Property Council or any of the proprietors of Dwellinghouses shall, within twenty one days of the making of any such decision or regulation refer the matter to arbitration as hereinafter provided for.

(ELEVENTH)

There is reserved to the Developer the right to alter or modify in whole or in part the foregoing conditions and in the event of the Developer so doing the Proprietors shall have no right or title to object thereto and shall have no claim against the Developer in respect thereof.

(TWELFTH)

All questions, disputes or differences which may arise between or among the Developer, the Factor and the several proprietors of Dwellinghouses or any of them arising directly or indirectly from the provisions contained herein or generally in relation to the Property or any part thereof shall be referred to the decision of an Arbiter to be appointed by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors on the application of any person interested. Such an Arbiter may appoint an assessor and may order the execution of works and allocate the expense of works and the costs of the reference and decern accordingly. The decision of the Arbiter shall be final and binding upon all concerned.

(THIRTEENTH)

the whole conditions, provisions, obligations, stipulations, declarations, servitudes and others contained herein shall be enforceable by us while we remain proprietors of any Dwellinghouses, by the Property Council and by any one or more of the proprietors of Dwellinghouses and shall be binding upon us, the Property Council and upon all proprietors of Dwellinghouses in all time

coming, but the Developer shall have the right to waive or vary any or all of the said burdens and others with the consent of a majority of those voting at a meeting of the Property Council called for the purpose.

Note 1: The Supplementary Data 2 to the Title Sheet is a copy of the plan annexed to the above Deed of Conditions.

Note 2: By Deed of Variation of Deed of Conditions, registered 15 Jul. 2004, by the Joint Receivers of Bond Homes (Scotland) Limited and the Joint Receivers of Bond Homes (Glasgow Green) Limited the above Deed was altered and modified by the deletion of the words "let or" where occurring in Clause (THIRD)(i) above.

Note 3: The above Deed of Conditions has been amended by the Supplementary Deed of Conditions in Entry 6.

Burden 5

Deed of Servitude, registered 7 Nov. 2005, containing Disposition by Tay Homes (Glasgow) Limited, proprietor of the subjects edged red on the cadastral map, under exception of the subjects at Buchanan House, 47 Greenhead Street edged brown on the Supplementary Data 2 to the Title Sheet, (hereinafter referred to as "the Subjects"), to SP Distribution Limited and their successors and assignees in the exercise of their function as statutory electricity undertakers (who and whose foresaids being hereinafter referred to as "SP"), of a heritable and irredeemable servitude right to lay, with the unrestricted right to use, inspect, maintain, repair, replace, remove and renew (including the right to extend and enlarge), all electric lines, within the Subjects, (which expression "electric lines" means any lines which are used for carrying electricity or electronic communications for any purpose and including any support for any such lines, any apparatus connected to any such lines and any wires, cables, tube, pipe or other similar thing (including its casing or coating) which surrounds or supports, or is surrounded or supported by, or is installed in close proximity to, or is supported, carried or suspended in association with any such lines and also including connections, cable markers, cable terminals, drains, culverts, inspection hatches, jointing bays and other underground works) together with (1) a right to lay (in so far as not already laid) the same in through and across the Subjects along the route shown by blue and brown broken lines on the cadastral map or along such route as near as reasonably practicable to the original route such deviation from the original route to be agreed between the parties in writing;

(2) a right of access over the Subjects for all necessary pedestrian and vehicular purposes related to erecting, inspecting, maintaining, repairing, replacing, renewing and removing the electric lines, (3) the right to enter the Subjects and remove any buildings, other erections, workings or land formations which might in the sole opinion of SP injuriously affect the electric lines or the use and operation thereof or hinder or restrict access thereto for any of the foregoing purposes which shall be constructed, placed or permitted on the Subjects; and (4) the right to enter the Subjects and lop, cut or remove any trees, shrubs or bushes as shall be grown, cultivated or permitted to grow on the Subjects within a lateral distance of two metres from the middle of the electric lines or on the line of the access thereto which might in the sole opinion of SP interfere with the enjoyment by SP of the rights hereby granted and generally restrict any of

the operations of SP in relation to the use and operation of the electric lines, or the future use, operation, inspection, maintenance, repair, replacement, enlargement or removal thereof;

and which rights shall be exercised subject to the following conditions:-

(a) SP shall exercise the foregoing rights so as to cause the least inconvenience to us or our successors as proprietors of the Subjects and shall make good or pay reasonable compensation for any damage caused to the Subjects arising from the exercise of the foregoing rights and on each occasion when SP's operations result in the disturbance of the surface of the Subjects SP shall reinstate or make good or pay reasonable compensations for any damage caused to the Subjects arising from the such disturbance and

(b) SP shall indemnify us and our foresaids against all physical loss and damage occasioned by defects in or operations in connection with the electric lines and the supporting structures except in so far as such loss or damage arises directly or indirectly through the act or omission of us or our foresaids or our or their representatives, employees or tenants whomsoever or of any occupiers of the Subjects or those for whom we or they are responsible in law; and we and our successors as proprietors of the Subjects as part of the grant of the aforesaid servitude hereby undertake not to do or cause or permit to be done on or along the electric lines anything likely to cause damage or injury to the electric lines and to take all reasonable precautions to prevent such damage or injury;

FURTHER DECLARING that any dispute or difference as to the meaning and effect of these presents shall, failing agreement, be referred for the decision of a single Arbiter mutually appointed or failing agreement to be appointed by the President for the time being of the Law Society of Scotland and neither the parties to any such arbitration proceedings nor the Arbiter appointed as aforesaid shall have right to state a case for the decision of any Court.

Burden 6

Supplementary Deed of Conditions, registered 23 Jan. 2006, by Tay Homes (Glasgow) Limited, proprietors of the subjects edged red on the cadastral map, under exception of the Subjects at Buchanan House, 47 Greenhead Street edged brown on the Supplementary Data 2 to the Title Sheet, (hereinafter referred to as "the Development") sets forth as follows:

Considering that the Development is burdened with obligations more particularly narrated in the Deed of Conditions in Entry 4 ("the 2002 Deed") and Further Considering that we are now developing the Development differently from the intention of the 2002 Deed; and Further Considering that it is expedient that we grant these presents; now therefore we Hereby Declare and Provide as follows in respect only of the Development:-

1. The plan annexed and subscribed as relative hereto is herein referred to as "the 2005 Plan"; the plan annexed and subscribed as relative to the 2002 Deed is herein referred to as "the 2002 Plan"; and save as herein specified words herein shall have the meanings attributable thereto pursuant to the 2002 Deed.

2. In Clause FIRST of the 2002 Deed the references in Sub Clauses (Two) (Three) (Four) (Five) (Six) (Seven) and (Eight) to the 2002 Plan shall be deemed deleted and substituted by

references to the 2005 Plan, and in the case of said Sub Clause (Four) the reference to "that area" shall also be deemed to be deleted and substituted by the words "those two areas".

3. In Sub Clause (Twelve) of said Clause FIRST there shall be deemed added to the first sentence, after the words "serving exclusively a dwellinghouse" the words "and, in the case of each dwellinghouse provided with a balcony accessible only for such dwellinghouse, the whole structure of and materials upon such balcony except so far as forming part of the main outer walls of the relevant Building".

4. In paragraph (viii) of Sub Clause (Fourteen) of said Clause FIRST the words "and the elevators and access rooms thereto, elevator shafts and elevator lights, standby generators and all plant and equipment used in connection therewith" shall be deemed deleted in that no elevators have been or are intended to be provided in any of the Buildings.

5. In paragraph (xxi) of Sub Clause (Fourteen) aforesaid the whole of the second sentence thereof, from the words "Further for the avoidance of doubt" to the words "Sub Clauses (vi) (viii) and (xix) shall be deemed deleted and substituted by the following sentence "Further for the avoidance of doubt in respect that Building F comprises three separate common entrances and stairs each giving access to eight dwellinghouses, in the case of Building F the proprietors of each dwellinghouse shall have a right in common only to such of the Building common parts as relate to the portion of the Building containing the dwellinghouses taking access from the common entrance and stair from which in the case of each proprietor his, her or their dwellinghouse takes access or to which it lies immediately adjacent".

6. There shall be deemed added to the end of Sub Clause (Seventeen) of said Clause FIRST the words "Developers" shall include or if more relevant mean our successors in respect of any part of the Property being developed by such successors".

Declaring that that these provisions are hereby created and declared to be real burdens upon and affecting the Development and shall be enforceable by any one or more of the proprietors for the time being of the proprietors in the Development and shall be binding on each and all of the proprietors of the several dwellinghouses and their respective representatives and assignees whomsoever.

Note; A copy of the plan annexed to the foregoing Supplementary Deed of Conditions is included in the Title Sheet as Supplementary Data 3 to the Title Sheet.

Burden 7

Deed of Servitude, registered 10 Mar. 2006, containing Disposition by Tay Homes (Glasgow) Limited, proprietor of the subjects edged red on the cadastral map, under exception of the Subjects at Buchanan House, 47 Greenhead Street edged brown on Supplementary Data 2 to the Title Sheet, (hereinafter referred to as "the Subjects"), to Independent Pipelines Limited and their successors and assignees (who and whose foresaids being hereinafter referred to as "IPL"), of a heritable and irredeemable servitude right to lay, with the unrestricted right to use, inspect, maintain, repair, replace, remove and renew (including the right to extend and enlarge), gas pipes, cables, ducting and other apparatus for the distribution of gas ("the Equipment"), together with (1) a right to lay (in so far as not already laid) the same in through and across the

Subjects along the route shown by green and brown broken lines on the cadastral map or along such route as near as reasonably practicable to the original route such deviation from the original route to be agreed between the parties in writing;

(2) a right of access over the Subjects for all necessary pedestrian and vehicular purposes related to laying, inspecting, maintaining, repairing, replacing, renewing and removing the Equipment, (3) the right to enter the Subjects and remove any buildings, other erections, workings or land formations which might in the sole opinion of IPL injuriously affect the Equipment or the use and operation thereof or hinder or restrict access thereto for any of the foregoing purposes and (4) the right to enter the Subjects and lop, cut or remove any trees, shrubs or bushes as shall be grown, cultivated or permitted to grow on the Subjects which might in the sole opinion of IPL interfere with the enjoyment by IPL of the rights hereby granted and generally restrict any of the operations of IPL in relation to the use and operation of the Equipment, or the future use, operation, inspection, maintenance, repair, replacement, enlargement or removal thereof;

and which rights shall be exercised subject to the following conditions:-

(a) IPL shall exercise the foregoing rights so as to cause the least inconvenience to us or our successors as proprietors of the Subjects and shall make good or pay reasonable compensation for any damage caused to the Subjects arising from the exercise of the foregoing rights and on each occasion when IPL's operations result in the disturbance of the surface of the Subjects IPL shall reinstate or make good the Subjects arising from the such disturbance to our reasonable satisfaction and

(b) IPL shall indemnify us and our foresaids against all physical loss and damage occasioned by defects in or operations in connection with the Equipment except in so far as such loss or damage arises directly or indirectly through the act or omission of us or our foresaids or our or their representatives, employees or tenants whomsoever or of any occupiers of the Subjects or those for whom we or they are responsible in law; and we and our successors as proprietors of the Subjects as part of the grant of the aforesaid servitude hereby undertake not to do or cause or permit to be done on or along the line of the Equipment anything likely to cause damage or injury to the electric lines and to take all reasonable precautions to prevent such damage or injury;

FURTHER DECLARING that any dispute or difference as to the meaning and effect of these presents shall, failing agreement, be referred for the decision of a single Arbiter mutually appointed or failing agreement to be appointed by the President for the time being of the Royal Institute of Chartered Surveyors in Scotland and neither the parties to any such arbitration proceedings nor the Arbiter appointed as aforesaid shall have right to state a case for the decision of any Court.

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

© Crown copyright 2020



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

5387
4/1/2019

TITLE NUMBER

GLA222529



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

70m

NS6063NW NS6063NE NS6064SW NS6064SE

Survey Scale

1/1250

CROWN COPYRIGHT © – This copy has been produced from the ROS Digital Mapping System on 25/07/2020 with the authority of Ordnance Survey under Section 47 of the Copyright, Designs and Patents Act 1988. Unless there is a relevant exception to copyright, the copy must not be copied without the prior permission of the copyright owner. OS Licence no 100041182.

