



Title Information: REN122279

Search summary

Date/Time of search 26-11-2024 16:29:39

Transaction number SCO-19775841

User Reference

Section A**REN122279**

Property

Date of first registration	28-10-1981
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Date title sheet updated to	12-01-2015
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Hectarage Code	0
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Real Right	OWNERSHIP
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Map Reference	NS3964NE
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Title Number	REN122279
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Cadastral Unit	REN122279
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Sasine Search

Property address	5 MANSWRAE STEADING KILBARCHAN ROAD, BRIDGE OF WEIR PA113RH
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Description

Subjects 5 MANSWRAE STEADING, KILBARCHAN ROAD, BRIDGE OF WEIR PA11 3RH being that first floor flat edged blue on the Title Plan of the building 5 and 7 Manswrae Steading, with that part of the rear extension on the ground and first floor levels tinted mauve and the first floor level only tinted green on said plan, and the car parking spaces tinted blue on said plan; Together with all rights of common, mutual and pro indiviso shares in property and the servitude rights of access, wayleave and others specified in the Deed of Conditions in Entry 4 of the Burdens Section. Together with the subsisting rights to real burdens specified in the Schedule below.

Schedule of Particulars Relative to Subsisting Rights to Real Burdens

Entry No	Benefited Property	Real Burdens	Burdened Property
1	Subjects in this Title and other subjects.	Deed of Conditions by Christal Developments Limited, registered 13 Sep. 2006, specified in Entry 4 of the Burdens Section.	Subjects at Manswrae Steading, Kilbarchan Road, Bridge of Weir edged red on the Title Plan.

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Section B

REN122279

Proprietorship

JOHN HUGH MCKINNEY 20 Park View, Kilbarchan, Johnstone, and SARA STARK 32 Muirpark Drive, Bishopbriggs, Glasgow, G64 1RD equally between them.

Entry number	1
Date of registration	09-12-2014
Date of Entry	01-12-2014
Consideration	£180,000

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Section C

REN122279

Securities

There are no entries.

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Section D

REN122279

Burdens

Number of Burdens: 5

Burden 1

Tree Preservation Order No. 1993/20 (under Sections 58 and 59 of the Town and Country Planning (Scotland) Act 1972) by District Council of Renfrew, effective on 3 Feb. 1995 and confirmed 24 Jan. 1995 registered 3 Feb. 1995, contains conditions affecting inter alia woodland comprising Oak, Sycamore Ash and Elm (including prohibitions against the cutting down, topping, lopping, wilful destruction &c. thereof) situated on the subjects tinted yellow on the Title Plan.

Burden 2

Feu Disposition by Ennisbay Limited to Wimpey Homes Holdings Limited (hereinafter referred to as "the Feuars"), registered 18 Sep. 2000, of subjects at Manswrae, Kilbarchan Road, Bridge of Weir (hereinafter referred to as "the Feu"), of which the subjects in this Title form part, contains the following burdens:

(ONE) The Feuars insofar as heritable proprietor of the ruinous buildings presently erected on the Feu shall comply with the terms of the Statutory Repair Notices in respect thereof and

(TWO) in the event of the Feu or any part thereof remaining undeveloped as part of a private residential development after a period of twenty years from 25 Apr. 2000 or such other shorter period as may be determined by the Feuars, then the Superiors shall have the right to reacquire such part or parts of the Feu so undeveloped at the rate of twenty three thousand two hundred and fifty pounds (£23250) per acre.

Burden 3

Disposition by George Wimpey UK Limited to Christal Developments Limited and their successors and disponees, registered 19 May. 2005, of subjects comprising Manswrae Farm Steading, Kilbarchan Road, Bridge of Weir, edged red on the Title Plan, contains inter alia the following servitudes:

Part 1: Interpretation

"the retained property" means the subjects registered under Title Number REN103541;

"the disposed property" means the property disposed by the foregoing Disposition, of which the subjects in this Title form part;

Part 2: Servitudes affecting the disposed property

The following servitudes are imposed on the disposed property in favour of the retained property:-

A heritable and irredeemable servitude right and wayleave to lay, use, maintain, repair, replace, upgrade and connect into all sewers, drains, water courses and water mains (and subject to the approval of the relevant authorities) gas, electricity and telephone services with ancillary connections, inspection chambers and other apparatus in, under, over or upon the disposed property as may be required to serve the retained property or any future development or same including any future residential development of same together with a heritable and irredeemable servitude right of access over the disposed property on giving reasonable written notice for the purpose of inspecting, cleansing, maintenance, repair, renewal, upgrading and connecting to of such sewers, drains, water courses and water mains and all pipes, wires, cables and other conduits and service media subject always to making good all damage caused to the disposed property or any buildings or other erections thereon in the exercise of any or all of such rights.

Burden 4

Deed of Conditions, registered 13 Sep. 2006, by Christal Developments Limited (hereinafter referred to as "the Developers"), Proprietors of the area of ground at Manswrae Steading, Kilbarchan Road, Bridge of Weir edged red on the Title Plan (which whole subjects are hereinafter referred to as "the Development"), of which the subjects in this Title form part, sets forth and declares real burdens &c. in the following terms:

Considering that we have erected or are about to erect on the Development (with the exception of any area to be used as common amenity ground) dwellinghouses with relative garages and offices, lock-ups, electricity sub-stations, and other buildings and that we are about to execute Dispositions or other conveyances in favour of various purchasers,

Declaring that said dwellinghouses are hereinafter referred to as "the house"; that the house with any office, outhouse or garage lock-up or other buildings or premises in respect of which any Disposition or other conveyance has been granted with the ground and whole common and other rights, parts and pertinents effering thereto are hereinafter referred to as "the subjects"; the plot of ground to be conveyed to each proprietor is hereinafter referred to as "the Plot" and the party in whose favour each Disposition or conveyance of the subjects is granted as aforesaid is with his executors and assignees whomsoever or in the case of a corporate persona is with its successors and assignees whomsoever (the singular including the plural) hereinafter referred to as "the proprietor"; now therefore we do hereby set forth the following reservations, real burdens, conditions, provisions, limitations, obligations, stipulations and others herein videlicet:

FIRST (a) The Plot shall be used solely for the purpose of the erection of not more than one private dwellinghouse with relative offices and, if provided for in the original plans submitted

to the Local Authority, a garage for private cars only, and the dwellinghouse erected or to be erected thereon shall be used for private residence only.

(b) None of the said dwellinghouses erected on the Plot shall be sub-divided or occupied by more than one family at a time.

(c) Any additional building or additional fences or walls erected on the Plot which were not erected or converted or refurbished by the Developers shall require to be on a site and according to plans, materials and construction approved of in writing by the Adjoining Proprietor/s prior to building operations being commenced. In this Deed of Conditions the phrase "Adjoining Proprietor" is defined as being any Proprietor owning a Plot within the Development with an abutting boundary to the Plot in question and who by reason of his proximity to the said Plot has a relevant interest to enforce the relevant condition contained herein; Declaring that each Adjoining Proprietor shall be bound to act reasonably in such matters.

(d) Any dwellinghouse or garage erected on the Plot and any alterations or additions made thereto shall be in keeping with the style of the buildings forming the Development and shall conform in all respects to any Local Authority Acts and Town and Country Planning (Scotland) Acts or other planning regulations and specifications from time to time in force.

(e) Other than aftermentioned, no trade, business, profession or occupation of any kind shall be carried on, in or upon any Plot or any of the buildings thereon and no business nameplate, board, card, sign, notice or advertisement of any kind shall be affixed or displayed in, on or about any Plot or the buildings. Without prejudice to the foregoing generality, working from home with a computer will not be deemed to be a breach of said sub-clause (e), on the proviso that (i) no visitors come to the house in connection with the business and (ii) the business does not involve the regular delivery of business related items to the Premises. Car parking spaces will be used solely for the purpose of parking motor vehicles and shall not be sold separately. The Plot so far as not occupied by buildings shall be used for ornamental or garden ground or parking of motor cars and shall be maintained in a neat and tidy condition and free from all rubbish and refuse and weeds. The Proprietor will be permitted to keep pets on the Plot which provided they do not a nuisance to any Proprietors. However, specifically no birds, bees, chickens, pigs, goats or other farm animal or bird (nor the breeding thereof) will be permitted on the Plot.

(g) The Proprietor shall be bound to uphold, maintain and, when necessary, rebuild the buildings erected or to be erected on the Plot. In the event of it becoming necessary to rebuild any buildings on any Plot the new buildings to be built will require to be built on a site and of materials and construction similar to the original buildings and to the satisfaction of the relevant Local Authority.

SECOND (a) Subject as aftermentioned, the fences, walls, hedging or other boundaries if any, so far as erected on each Plot and forming divisional fences, walls, hedging or other boundaries between adjoining Plots shall be erected as to one half on each of the adjoining Plots and shall thereafter be maintained by the respective Proprietors jointly in all time coming and such Proprietors shall quoad their respective Plots, relieve the Developers of all

claims in respect of said mutual fences, walls, hedging or other boundaries. Where the actual external walls of a dwellinghouse or any of its offices abut another plot or common ground, the boundary between them will be deemed to be the outer face of the said dwellinghouse and which dwellinghouse will benefit from all necessary servitude rights and wayleave rights for gutters, eaves and downpipes.

(b) Any boundary fence, hedges or walls of any Plot which is not a mutual boundary with another Plot within the Development shall be erected wholly on the Plot and shall be solely maintained in all time coming by the Proprietor who shall relieve the Developers of all claims in respect thereof. Fences, hedges or walls if any, whether divisional or otherwise in so far as not erected by the Developers shall be constructed of such materials and be erected to such a pattern and height as shall be approved by the Adjoining Proprietor (acting reasonably) and, if appropriate, the local authority.

(c) Where the dwellinghouse erected on the Plot is linked to an adjacent dwelling house, the mutual internal divisional line of the wall, chimney, chimney head or other division between that house and the adjoining house or houses shall be maintained at the mutual expense of the Proprietors having an interest in same.

(d) No commercial vehicles, caravans, boats or trailers may be parked within the Development.

THIRD (One) Whereas the Developers have formed or are about to form and install various pipes, conduits, drains and culverts and other services serving the Development ("the Development Services") including without prejudice the foregoing generality

(a) the surface water and foul sewage pipes leading from the Development to the mains surface water and mains foul sewage pipes.

(b) the water supply leading from the Development to the water main.

(c) the electrical supply leading from the Development to the mains supply.

(d) The gas supply leading from the development to the mains supply;

And considering that the Developers have formed or will form, complete and connect the Development Services, the Proprietors will thereafter all be responsible equally and will be wholly responsible for the cost of maintaining the Development Services in good condition and when necessary repairing and renewing the Development Services. The Proprietors of each Plot within the Development will have a right in common in and to the Development Services and access thereto for the purposes of maintenance and repair.

(Two) The Proprietors of Houses 2, 3, 4, 5, 6 and 7 Manswrae Steading, Kilbarchan Road, Bridge of Weir will have an equal right in common in and to the courtyard edged brown on the Title Plan. Each of said Proprietors will enjoy a heritable and irredeemable right of access for pedestrian traffic only over the said Courtyard Accesses to the plot owned by them, the Courtyard being kept clear of obstruction at all times. Each of said Proprietors enjoying use of same will bear an equal share of the cost of repairing and maintaining and

renewing the Courtyard. For the avoidance of doubt no buildings or erections shall be constructed on said area which shall be kept landscaped with paving and/or loose stone chips at all times. No whirlygigs will be permitted within the courtyard area.

(Four) The proprietors from time to time of all the houses within the Development will have an equal right in common in and to the common access road tinted pink on said Plan ("the Common Access Road") and the proprietors will enjoy a heritable and irredeemable servitude right of access for vehicular and pedestrian traffic for all necessary purposes over the Common Access Road subject to each of the said Proprietors bearing an equitable share of the cost of maintaining, repairing and when necessary renewing the Common Access Road, (which will be kept in good condition and repair in all time coming)

(Five) The proprietors from time to time of all the houses within the Development will have an equal right in common in and to the bin store tinted brown on said Plan ("the Bin Store") which will be used for the sole purpose of storing refuse in wheelie bins or such other method as may be approved by the local authority from time to time subject to each of the said Proprietors bearing an equitable share of the cost of maintaining, repairing and when necessary renewing the Bin Store (which will be kept in good condition and repair in all time coming)

(Six) The proprietors of houses 7 and 5 Manswrae Steading, Kilbarchan Road, Bridge of Weir will each have a right in common to the common parts of the building of which said houses form part ("the building") namely:- the solum, foundations, gables, outside walls, roof and chimney stalks of the building, the portico tinted red on said Plan, the common drains, gutters down-pipes and all rainwater goods and all other parts of the building which are common to the said houses 7 and 5 Manswrae Steading. For the avoidance of doubt each of said houses will bear an equal share of the cost of maintaining repairing and when necessary renewing the common parts of the building.

(Seven) The proprietors from time to time of all the houses within the Development will have an equal right in common in and to the common garden ground hatched blue on said Plan ("the Common Garden Ground") and the proprietors of House 7 Manswrae Steading will benefit from a right of access over the pathway contained therein to the entrance to said House 7 Manswrae Steading while the remainder of the proprietors in the development will enjoy a heritable and irredeemable servitude right of access for pedestrian traffic only for carrying out all necessary maintenance, repair and renewal subject to the said Proprietors of all seven houses bearing an equal share of the cost of maintaining, repairing and when necessary renewing the Common Garden Ground (which will be kept in good and tidy condition and repair in all time coming)

FOURTH In respect that the Developers have formed and constructed or are to form or construct all the necessary drains, pipes and other services which may be required properly to serve each Plot within the Development and the buildings erected or to be erected thereon, (i) the drains, pipes, conduits, wires and other services exclusively serving the Plot shall be maintained to said standards and in good condition and repair by the Proprietor owning that Plot all to the satisfaction of the relevant Local Authority, and (ii) the drains,

pipes, conduits, wires and other services which are mutual to two or more Plots will be maintained at the equal expense of the Proprietors of those Plots served by the same.

FIFTH There shall be reserved to the Developers and/or their successors as proprietors of the ground adjoining any Plot a heritable and irredeemable right of pedestrian and vehicular access over any and every Plot for the erection of the Development and all other necessary purposes and without prejudice to the foregoing generality including access to and egress from any adjoining subjects owned by the Developers for all necessary purposes but free from restriction as to time and notice. There shall be reserved to the Developers and their foresaids a heritable and irredeemable right of access over the part or parts of any and every Plot upon which there are to be formed and constructed the roadways, footpaths and gulleys serving the Development declaring that in the event of any loss or damage to any Plot arising out of or as a result of the exercise of the said servitude rights of access, the said loss or damage shall forthwith be made good (except as expressly hereinafter provided) at the expense of the party exercising the said rights.

SIXTH There is granted in favour of each Proprietor a heritable and irredeemable servitude right of access over those parts of the Development adjoining his Plot when necessary for the purposes of maintaining, repairing and renewing the buildings thereon and the boundary walls, fences, hedging or other boundaries thereof and all services serving the Plot subject to the said servitude right of access being exercised at a reasonable time and upon giving reasonable notice. Declaring that in the event of any loss or damage to the said adjoining parts of the Development arising out of or as a result of the exercise of the said servitude rights of access, the Proprietor concerned shall forthwith make good the said loss or damage at his own expense.

SEVENTH There shall be reserved to the Developers and any other party deriving from the Developers and a Local or Public Authority, Utility Company, statutory undertaker concerned for their respective interests and only if so required by said parties all (if any) water pipes and all drain pipes, gutters, sewers, gas or electricity lamp standards, cables, transformers, telephone cables or wires and (if any) other services formed or to be formed on, under, through or over the Development (whether in relation to the Development or adjoining ground) with a servitude right to use, inspect, maintain and repair said services together with a right of access at reasonable times for the purpose of inspection, repairing, improving, cleansing, emptying, maintaining, renewing, removing or altering levels of the same and there shall be reserving them also a right of wayleave in, on, or through or over the Development for such Development Services and pipes and mains, drain pipes, gutters, sewers, pipes, electricity, lamp standards, cables, transformers, telephone cables or wires, and other services as they may hereafter come necessary for the proper servicing of any of the buildings within the Development or any adjacent land and that by such route or routes and in manner as they remain in their absolute discretion see fit with power to the Developers and their officers, servants and others duly authorised by them to enter at all reasonable times upon any part of the Development or any of the buildings erected or to be erected thereon for the purpose of laying, inspecting, repairing, improving, cleansing, emptying, maintaining, renewing, removing or altering the levels of the same provided that the party exercising any of the foresaid rights shall be bound, but only in so far as applicable to his own actings, to restore all damage caused by their operations to the Development

and to all buildings erected or to be erected thereon to a standard reasonable equivalent to that in which it was prior to the commencement of their operations.

EIGHTH Where any trees exist on the Plot at the date of occupation, the same shall not be removed without the prior written consent being obtained from the Adjoining Proprietors, and where necessary the Local Authority.

NINTH In this deed "Development Common Parts" will be defined as any parts of the Development which have been fully completed by the Developers and which are common to all the Proprietors including inter alia the Development Services, Bin Store, Common Garden Ground and the Common Access Road. While the Developers own a majority of the plots, the Developers will act as factors for the Development and in the event that any repair, maintenance or renewal requires to be carried out to any of the Development Common Parts or any other part of the Development in which the Developer retains a pro indiviso share or common share then the Developers will carry out said repair, maintenance or renewal works and each relevant Proprietor will be bound to pay the appropriate equitable share of the costs of such repair, maintenance or renewal as may be certified by the Developers, said sums to be paid within fourteen days of demand failing which the Developers (acting reasonably) retain the right to sue any defaulting Proprietor in their capacity as factor of the Development on behalf of the remaining Proprietors. While the Developers own a majority of the plots, the Developers (acting reasonably) will retain the sole right to decide whether such common repair, maintenance or renewal costs are necessary. Once the Developers cease to own a majority of the plots the Developers will resign as factors and the Developers and the Proprietors shall be bound to conjoin with each other in forming a Residents Association for the purpose of inter alia repairing, maintaining and where necessary renewing any Development Common Parts and other parts of the Development where any parts are held in common between two or more proprietors and managing the Development and the Proprietors shall be bound to hold a meeting of their number within two months of the Developers resigning office as factor. The said meeting shall be held at such reasonable convenient time and place as may be determined and which meeting shall be convened for the purpose of forming the Residents Association in the Development and all the Proprietors shall be obliged to join the said Residents Association, membership of which shall be restricted to the Proprietors and at such meeting (two Proprietors being a quorum) each Proprietor or his mandatory shall be entitled to one vote for each Plot owned and shall along with the other Proprietors establish the Residents Association and appoint a Committee of their number and the Residents Association and their Committee shall establish all necessary rules for and undertake the management of the Development all as previously administered by the Developers as Factors aforesaid and will have the power to impose such additional regulations or rules as may from time to time be deemed necessary for the proper conduct of its functions for the benefit of the Development and all which rules, regulations and decisions made and taken in accordance with the constitution of the Residents Association or their Committee shall be binding on all the said respective Proprietors and other occupiers of the individual Plots in the Development, whether consentors are not and shall not be contradictory to any of the terms of this Deed of Conditions; The Residents Association shall have the final decision (which may be delegated to a common Factor appointed by the said Residents Association) as to when and to what extent the Development Common Parts or other items require

maintenance, repair or renewal and the Proprietors shall be bound to pay their respective share of the costs thereof and of any factoring charges reasonably incurred, if any, and in the same way as if they had themselves instructed the work to be carried out.

TENTH The Proprietors shall be bound in all time coming to keep the dwellinghouse erected on the Plot constantly insured against damage by fire with a reputable Insurance Company to the extent of the full reinstatement value thereof and shall regularly pay the premium thereon. In the event of damage to, or destruction of the dwellinghouse from any cause, the Proprietor shall be bound within one year (or such longer period as may be reasonably necessary) of such damage or destruction occurring, to repair and reinstate the same, and where necessary, to erect instead thereof another dwellinghouse of a like kind and according to plans and specifications to be approved in writing by the Local Authority before work is commenced; and all the provisions of these presents shall apply mutatis mutandis to any such repaired, reinstated or substituted building.

ELEVENTH It is hereby expressly provided and declared that there is hereby retained power to the Developers to make whatever alterations and deviations the Developers may consider proper upon any of the Plans of the Development or even to depart entirely therefrom and there is reserved the right to dispose of any part of the Development for such purpose as the Developers may think fit, to alter, modify or add to in whole or in part the foregoing conditions and to waive any conditions or add further burdens and conditions in any Disposition or other deed granted by the Developers and in the event of the Developers doing so the Proprietor shall have no right or title to object thereto and shall have no claims in respect thereof.

TWELFTH Words importing the masculine shall include the feminine and words importing the singular number shall include the plural and vice versa

THIRTEENTH In the event of any dispute regarding any of the matters narrated in this said Deed of Conditions, the matter will be determined by arbitration and the matter will be submitted to the amicable and final decision of a single arbiter to be appointed by the parties or failing agreement as to such appointment of an arbiter, to be appointed by the Sheriff Principal of Tayside, Central and Fife upon application of either party; And the parties bind themselves to implement to each other whatever the arbiter shall determine by decree or decrees arbitral, interim, partial or final and the parties consent to the registration of all such decrees arbitral for preservation and execution.

FOURTEENTH In terms of section 4(1) of the Title Conditions (Scotland) Act 2003 (hereinafter referred to as "the Act"), unless other stated herein;

(a) The burdened property, as defined in the Act, will be the Development and every part thereof

and

(b) The benefited property, as defined in the Act, will be the Development and every part thereof.

Burden 5

Explanatory Note:

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

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