

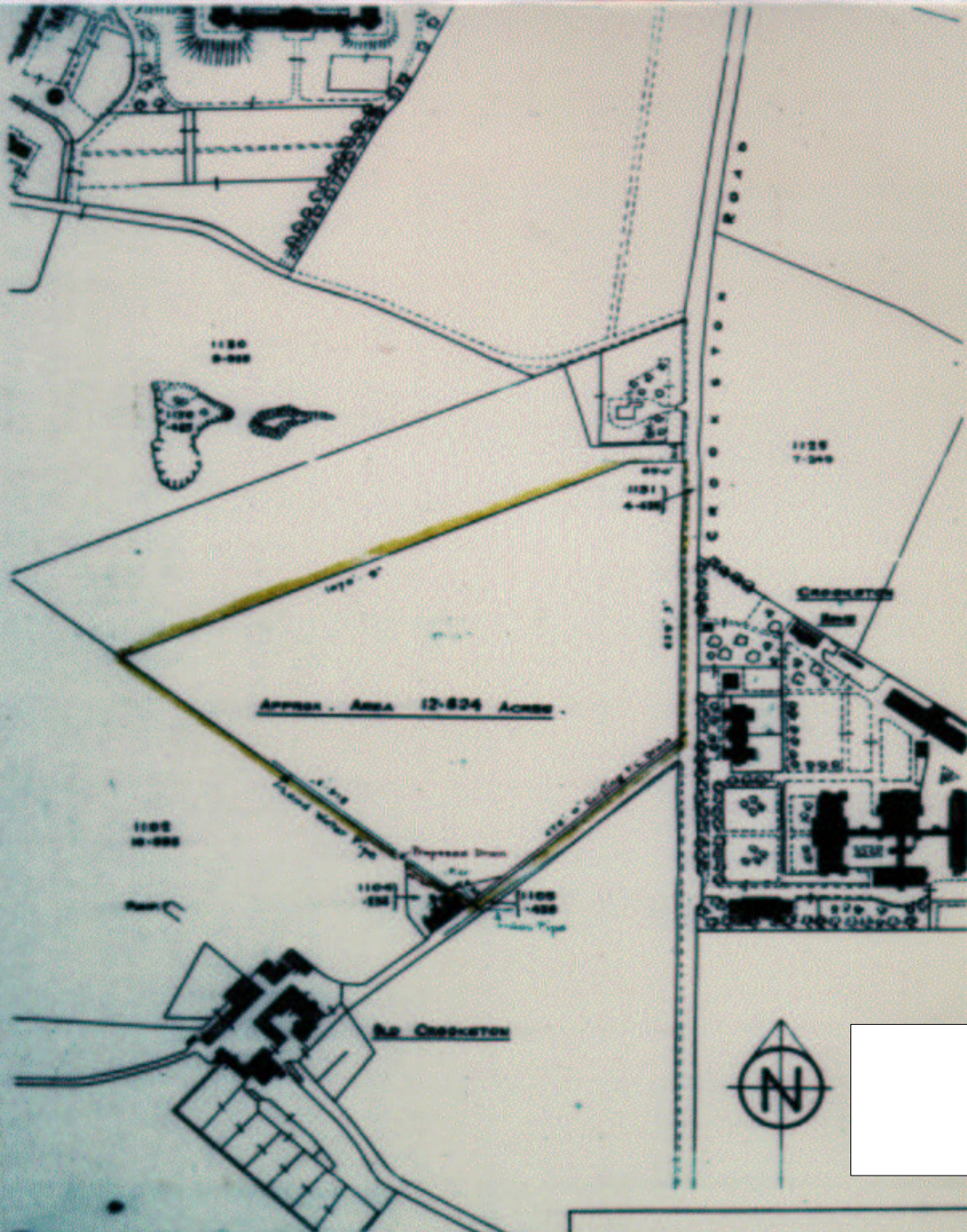
LAND REGISTER
OF SCOTLAND

Officer's ID/Date

6614
18/1/2019

Title Number

GLA39813



NOTE: This copy is a reduction
of the original plan.

SUPPLEMENTARY PLAN
TO THE TITLE PLAN

NOTE: This copy is a reduction
of the original plan



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ORDNANCE SURVEY
NATIONAL GRID REFERENCE

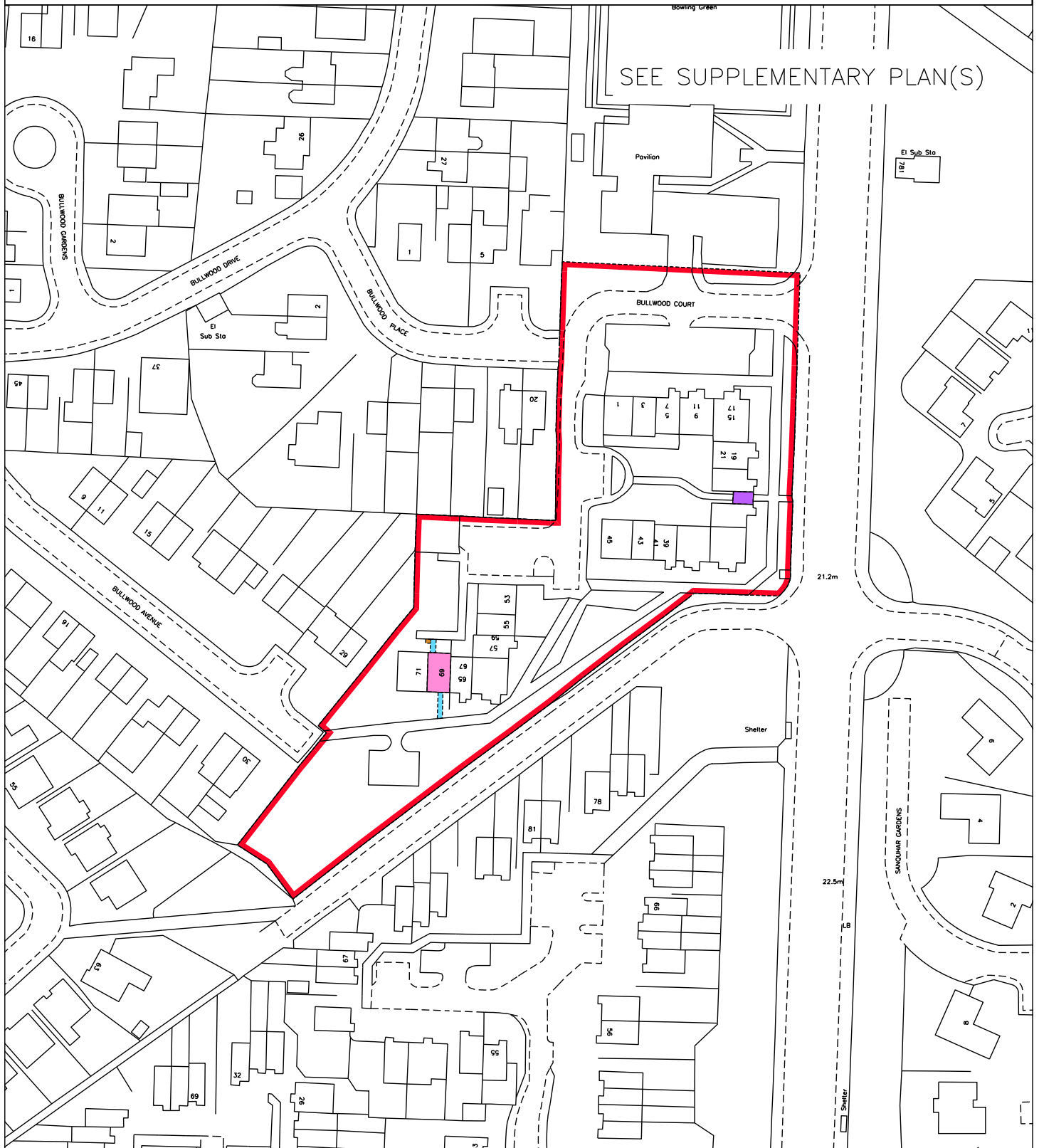
70m

NS5161NE NS5261NW NS5162SE NS5262SW

Survey Scale

1/1250

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Title Information: GLA39813

Search summary

Date/Time of search	11-09-2020 10:07:44
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Transaction number	SCO-06165784
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User Reference	
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Section A**GLA39813**

Property

Date of first registration	15-06-1988
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Date title sheet updated to	21-05-2020
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Hectarage Code	0
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Real Right	OWNERSHIP
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Map Reference	NS5162C
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Title Number	GLA39813
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Cadastral Unit	GLA39813
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Sasine Search	
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Property address	69 BULLWOOD COURT, GLASGOW G53 7HY
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Description

Subjects cadastral unit GLA39813 69 BULLWOOD COURT, GLASGOW G53 7HY within the land edged red on the Title Plan, being the house tinted pink on the said Plan of the Block 53 to 71 (odd numbers) BULLWOOD COURT, with the bin store tinted brown and the access path tinted blue on the said Plan, together with (IN THE FIRST PLACE) a right of property in common with all proprietors for the time being of the adjoining flatted dwellinghouses or terraced houses in and to the mutual division walls separating the subjects in this Title from the said adjoining flatted or terraced dwellinghouses, (IN THE SECOND PLACE) a right of property in common with all the proprietors for the time being of the flatted dwellinghouses or terraced dwellinghouses erected or to be erected on the plot of ground edged red on the said plan in and to those parts of the said plot or area of ground edged red on the said plan which on completion thereof shall not have been exclusively alienated to purchasers of parts thereof which said parts comprise and shall comprise inter alia the footpaths the areas of ornamental garden ground and open ground and communal car parking areas and public open spaces, boundary walls, fences, hedges, and other walls, shrubs and trees if any, sewers, drains, water supply pipes, electric mains, the alarm system and others so far as these serve and are common to all the dwellinghouses erected or to be erected on the said plot or area of ground edged red on the said plan; Together with all necessary rights of access to and egress from the said common parts.

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Section B**GLA39813**

Proprietorship

LESLIE PULLAN and FRANCES PULLAN both A8 Coastal, Kippford, Dalbeattie, DG5 4LF equally between them.

Entry number	1
Date of registration	21-05-2020
Date of Entry	03-04-2020
Consideration	£91,000

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Section C

GLA39813

Securities

There are no entries.

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Section D

GLA39813

Burdens

Number of Burdens: 5

Burden 1

Disposition by the Earl of Glasgow and others to William Stevenson and his heirs and assignees, recorded G.R.S. (Renfrew) 11 Jun. 1887 of lands of Hawkhead of which the subjects in this Title form part, contains the following burdens:

Reserving always to me the said Earl of Glasgow and my successors the whole coal shale ironstone limestone fireclay and other minerals within the lands and others above disposed with full power to me and my successors and assignees or those deriving right from me or them to search for work win raise calcine manufacture and carry away the same and to make bores sink pits open quarries erect kilns form heaps or binns erect houses and machinery and to make aqueducts levels drains roads railways or tramways and all others necessary for all or any of these purposes as well as to use any existing pits quarries kilns houses machinery levels drains roads and others upon payment of such damages as may be thereby occasioned to the surface of the lands above disposed and buildings thereon whether by operations on the surface or by excavations or other operations under ground as such damage shall be ascertained by two arbiters to be chosen by me or my foresaids and my said disponee and his foresaids mutually or in case of their differing in opinion by an oversman to be named by the said arbiters before entering upon the submission Declaring always that I the said Earl of Glasgow and my foresaids shall only be bound to pay such damages in respect of future workings or operations and shall not be liable for any damage caused at any time by old mineral workings and operations Declaring however notwithstanding anything herein contained that I the said Earl of Glasgow and my foresaids shall in no case be entitled to sink pits or to break the surface of the said lands within the existing Policies of the Mansion House of Hawkhead nor within one hundred and fifty yards of the site of any existing farm steading on any portion of the lands and others hereby disposed without leave in writing from my said disponee or his foresaids.

Burden 2

Feu Disposition by Secretary of State for Scotland to Rolls Royce Limited and their successors and assignees ("the feuars") recorded G.R.S. (Glasgow) 4 Sep. 1956 of 12.824 Acres of ground, of which the subjects in this Title form part, contains the following reservations and burdens:

Reserving to me and my foresaids (One) the Water Pipe, Gas Pipe and Sewage Pipe in and across the feu along the lines coloured respectively blue, green and brown on the Supplementary Plan to the Title Plan and (Two) right to lay and thereafter maintain a tile drain from the field to the south west of the feu to connect with the said Sewage Pipe, the said tile drain to be laid in and across the feu along the line coloured red on the said plan with a free servitude right of wayleave therefor with power to enter on the feu for the purpose of inspecting repairing relaying or renewing the same: Declaring that I and my successors and my tenants

shall be liable to compensate my said disponees and their foresaids for any loss injury or damage which may have been done or may be caused to the said subjects hereby disposed or to the buildings and others to be erected or to be constructed thereon or persons or things of any description or otherwise either by me or their own workings or operations or from the draining of or withdrawal of water or any purpose in connection with the inspection repair laying or renewal of said pipes by me or my foresaids; the whole hedges and fences enclosing the feu shall be included in the subjects hereby disposed and the feuars shall be bound in all time coming to maintain the same along with any other fences required to enclose the feu all at their own expense, and to the satisfaction of me and my successors, provided that the feuars shall be entitled to erect such additional fences as may be required to enclose the feu to the extent of one half of their width on the adjoining ground and in so far as the said fences shall be erected by the feuars or their successors, they shall (so far as I can confer right) be entitled to recover one half of the expense of the erection thereof from the proprietors of the adjoining ground when said adjoining ground is feued or sold and thenceforth the said fences shall be mean and common to the feuars and their successors and the adjoining proprietors and shall be maintained at joint expense, provided always (i) that the Superiors shall not be required to pay and shall be relieved by the feuars of any share of the expense of the erection and maintenance of said fences and hedges and (ii) that so long as the feuars are wholly responsible for the maintenance of said hedges and fences they shall be entitled to such access on to my adjoining lands as they may reasonably require for the purpose of such maintenance; And it is further declared that in the event of any contravention of or failure to fulfil the feuing conditions all acts and deeds of transmission shall be void and the feuar shall forfeit all right to the feu and erections thereon which shall revert and fall to me or my foresaids free from all burdens as if these presents had never been granted.

Burden 3

Minute of Agreement, recorded G.R.S. (Glasgow) 9 Mar. 1984, between City of Glasgow District Council (hereinafter referred to as "the Planning Authority") and Barratt Glasgow Limited (who and whose successors are hereinafter referred to as "the Proprietor"), Proprietor of 1.87 Acres of ground, edged in red in the Title Plan contains burdens in the following terms:

WHEREAS the Planning Authority have agreed to grant (subject to conditions) an application by the Proprietor for Planning Permission for the erection on the said subjects of a private sheltered housing development comprising twenty-two two-apartment houses and ten three apartment houses, including a warden's flat, on the said subjects; NOW THEREFORE, it is agreed between the Planning Authority and the Proprietor in terms of Section 50 of the Town and County Planning (Scotland) Act 1972, as follows, videlicet:- that none of the said houses (other than the warden's flat) shall be occupied other than as a sheltered house, that is a house for the elderly and/or infirm with an alarm system and warden service, declaring that there shall be no breach of the foregoing condition if the person or persons occupying each of the houses shall be eligible through age or infirmity to be included in the list of persons maintained by the Local Housing Authority, or the Local Housing Authority in conjunction with the Local Social Work Authority and Health Board for the area, as being eligible for sheltered housing accommodation provided by the Local Housing Authority, but it shall not be necessary for any person or persons occupying the said houses to be on the said list.

Burden 4

Deed of Conditions, recorded G.R.S. (Glasgow) 11 Jun. 1984, by Barratt Glasgow Limited, proprietor of plot of ground extending to 1.87 Acres, of which the subjects in this Title form part, contains burdens &c. in the following terms:

CONSIDERING that it is intended to erect on the said plot a development of sheltered and/or retirement houses being flatted dwellinghouses and terrace dwellinghouses with relative offices (including a flatted dwellinghouse for the occupation of a warden to provide certain services in relation to the said development) and that we are about to grant feu dispositions or other conveyances of the said flatted dwellinghouses and terraced dwellinghouses and others and that it is desirable that we should set forth in writing the real burdens conditions, reservations, provisions, limitations, obligations, stipulations and others under which we are to feu the said plot or area of ground or any part thereof; NOW THEREFORE we hereby set forth the following real burdens, conditions, reservations, provisions, limitations, obligations, stipulations and others to apply to the said terraced dwellinghouses and flatted dwellinghouses and others videlicet:- (First) in respect that certain parts of the said plot to be conveyed by us are to be conveyed by us for the erection and maintenance thereon of terraced dwellinghouses and flatted dwellinghouses then the following provisions shall apply specifically to each of the said terraced dwellinghouses and flatted dwellinghouses the expression 'the feuar' when occurring throughout these presents to be deemed as relating to the proprietor for the time being of any of the said terraced or flatted dwellinghouses:- videlicet:- (Primo) each of the said terraced dwellinghouses and flatted dwellinghouses shall be held by the feuar or feuars thereof for the time being and his/her/their disponees and successors whomsoever in all time coming under the burden of upholding and maintaining in good order and repair and from time to time renewing if and in so far as necessary the said terraced dwellinghouses and flatted dwellinghouses (Secundo) where any of the said terraced dwellinghouses adjoin each other or a block of flatted dwellinghouses, and where any blocks of flatted dwellinghouses adjoin each other or a terraced dwellinghouse then the mutual division wall separating the terraced dwellinghouses from each other or from the said blocks of flatted dwellinghouses, or separating the said blocks of flatted dwellinghouses from each other or from the said terraced dwellinghouses shall be maintained jointly and equally among the respective feuars served by the said mutual division wall (Tertio) the feuar of each and every flatted dwellinghouse erected or to be erected on the said plot shall in all time coming maintain and uphold in common with the feuar of the flatted dwellinghouse situated above or below the feuar's flatted dwellinghouse at their joint expense the outside walls and gables, roofs, rhones, common drains, soil and rainwater pipes, water, gas and other pipes and electricity mains or cables, wires or pipes, the mutual entrance porch serving the respective upper and lower flatted dwellinghouses, communal television aerial, if any, the attic and hatchway leading thereto and all other subjects common to the respective upper and lower flatted dwellinghouses; (Second) the said flatted dwellinghouses and terraced dwellinghouses shall be used in all time coming as private dwellinghouses only and for no other purpose and shall not be subdivided or occupied by more than one family and furthermore none of the said flatted dwellinghouses or terraced dwellinghouses (with the exception of the warden's flat) shall be occupied other than as a sheltered house that is a house for the elderly and/or infirm with an alarm system and warden service (Third) the unbuilt on portions of the said plot, boundary walls, railings and fences enclosing the same, the footpaths, car parking areas, lay-bys, embankments, entrance driveways, service roads and others in so far as not adopted by the Local authority, pathways,

lawns, shrubs and bushes and trees, if any, and other unbuilt on parts of the said plot including without prejudice to the foregoing generality the walls, sewers, drains, water supply pipes, electric mains, gas mains and others so far as these serve and are common to all the terraced dwellinghouses or flatted dwellinghouses erected or to be erected on the said plot and so far as the maintenance thereof is not hereinbefore provided for shall be the common property of the respective feuars of the said terraced dwellinghouses and flatted dwellinghouses and shall in all time coming be upheld by them and their successors whomsoever for the common use and benefit of all the feuars of the said plot under burden of upholding and maintaining the same in good order and repair and when necessary renewing the same (Fourth) it is hereby further specifically provided and declared that no part of the said plot shall be used at any time for the parking of commercial vehicles, caravans, trailers or boats or for the parking of motor vehicles in connection with any trade or business or of any other objects which may be a nuisance to the feuars of any of the terraced dwellinghouses or flatted dwellinghouses and furthermore that the said unbuilt on areas hereinbefore specified in so far as not used for the purpose of roads, forecourts, parking areas and footpaths shall be used in all time coming as a garden or amenity ground only and for no other purpose whatsoever and no building of any kind shall be erected thereon (Fifth) it is further specifically provided and declared that none of the said terraced dwellinghouses or flatted dwellinghouses shall be used or occupied for the purposes of carrying on of a trade business or profession or used in any manner which shall be of annoyance to any of the other feuars of the said terraced or flatted dwellinghouses or for the storage of any noxious or dangerous substances (Sixth) there is hereby specifically reserved a servitude right of wayleave in favour of us alone and our successors as proprietors of the said plot or any part or parts thereof for any line or lines of drains, sewers, water, gas, electric and other pipes and cables through the said plot which we and our foresaids may at any time hereafter consider necessary or expedient for the service of adjoining lands whether or not in the immediate vicinity of the said plot along such line or lines as we and our foresaids may consider reasonable and convenient; Together with a right of access to all the said drains, sewers, gas, electric and other pipes and cables or any of them and the line or lines thereof whenever necessary in favour of us and our foresaids or such other person or any person or persons authorised by us or any of them for the purpose or laying, inspecting, clearing, repairing, or renewing the said drains and others or any of them and the person or persons' exercising the said right being bound to make good any damage occasioned by his/her/their operations (Seventh) CONSIDERING THAT each of the individual flatted dwellinghouses or terraced dwellinghouses erected or to be erected on the said plot is intended to form part of a sheltered housing development and that it is intended to feu one of the said flatted dwellinghouses to the trustees acting under Declaration of Trust dated the Thirty first day of May and the First day of June and registered in the Books of C. and S. for Preservation on the Seventh day of June all in the year Nineteen hundred and Eighty four (hereinafter referred to as "The Trustees") which said lastmentioned flatted dwellinghouse shall be used in all time coming as a warden's flat as aforesaid (it being declared for the avoidance of doubt that references to "the Feu" throughout these presents shall in relation to the said wardens flat be deemed to include the Trustees) and FURTHER CONSIDERING that it is desirable to provide adequate provisions regarding the factorage of the said sheltered housing development in order that the amenities thereof as a sheltered housing development may be preserved then the following further provisions shall apply:- the feu or feuars of any one of the said flatted dwellinghouses or terraced dwellinghouses shall have the power at any time to call a meeting of the feuars of all the said flatted dwellinghouses or terraced dwellinghouses erected on the said plot such meeting to be held at such reasonably convenient time and place as the convener of the said meeting may determine and which time and place of meeting at least seven days notice in writing shall be

given by or on behalf of the convener of the said meeting to the other feuars with an interest and that any meeting so convened any of the feuars may be represented by a mandatory; the quorum of meeting of the feuars shall be a majority of the feuars of each of the said flatted or terraced dwellinghouses or their mandatories each feu or mandatory will be entitled to one vote for each flatted or terraced dwellinghouse owned by him/her/them or his/her/their principal with the exception of the Trustees who shall be entitled to ten votes in relation to the said wardens flat (DECLARING that in the event of any of the said flatted dwellinghouses or terraced dwellinghouse being feued by two or more persons only one of such feuars shall be entitled to vote); It shall be competent at any relevant meeting by a majority of the votes of those present (One) to order to be executed any common or mutual operations and repairs and any painting, decoration or repair of the said flatted dwellinghouse or terraced dwellinghouses and of replacement of any of the furnishings of the common parts (DECLARING that to preserve the amenity of the said sheltered housing development it shall be incumbent on the individual feuars to agree a consistent scheme of decoration) to make any regulations which may be expedient or necessary with regard to the preservation, cleaning and use or enjoyment of the unbuilt on parts of the said plot and to enter into factorage service contracts (of not longer than three years duration), the feuar or feuars of any one of the individual flatted dwellinghouses or terraced dwellinghouses for the time being being bound, if required, to concur on factorage service contracts in conjunction with the feuars of each of the other flatted dwellinghouses and terraced dwellinghouses erected on the said plot to have the structure of the said sheltered housing development and the unbuilt on portions of the said plot or area of ground regularly cleaned and to have external windows cleaned at least once a month and to have the fire fighting equipment and alarm equipment regularly tested and to have the common ground, bin stores, roadways, footpaths, fences, parking areas and others regularly maintained and cleaned (Two) to appoint any one qualified person or firm who may be of their number (hereinafter referred to as 'the factor') to have charge and perform the various functions to be exercised in the care, maintenance and management of the said sheltered housing development, reserving to us the said Barratt Glasgow Limited the right to appoint the said factor for a period of three years from the date of the completion of the last of the said terraced dwellinghouses or flatted dwellinghouses erected or to be erected by us on the said plot which said factor shall retain his appointment until it is changed by a vote at a meeting as hereinbefore provided (Three) subject to what is above written regarding our appointment of the said factor to fix the duration of the factors appointment and to appoint another factor in his place and (Four) to delegate to the said factor the whole rights and powers exercisable by majority vote at any relevant meeting subject to such qualifications as the meeting may determine and the right to collect from each feuar the proportions payable by him, her or them respectively of all common maintenance and other costs and all factorial charges; And it is declared that the factor unless otherwise determined at a meeting shall be entitled during the continuance of his appointment to exercise the whole rights and powers which may be competently exercised at or by a meeting of the proprietors aforesaid and it is declared that all expenses incurred for any work done or undertaken or services performed in terms of or in furtherance of the provisions of this clause or otherwise and the remuneration of the said factor shall be payable by the respective feuars whether consenters or not in the same way as if consent had been obtained and shall be collected by the said factor or any other person or persons appointed at any meeting convened as aforesaid and in the event of any feuar or feuars so liable failing to pay his/her/their proportion of such common maintenance charges, ground burdens and others or such expenses, charges or remuneration within one month of such payment being demanded the factor or other person appointed as aforesaid shall without prejudice to other rights and remedies of the feuars be entitled to sue for recovery of the same in his own name from the feuar or feuars so failing;

Together with all expenses incurred by such factor or other persons thereanent provided always that it shall be the option of the said factor or other person before or after taking any action to call a meeting of the feuars to decide if and to what extent such action shall be pursued and in the event of failure to recover such payment and/or the expense of any action then such sums will fall to be paid by the other feuars of the said terraced dwellinghouses and flatted dwellinghouses erected on the said plot as the said factor in his absolute discretion shall determine; And it is hereby further declared that in order that the said factor shall have a fund for the execution of the necessary and reasonable repairs, renewal, maintenance charges, insurance premiums, factorial expenses and fees each of the feuars of the said flatted dwellinghouses or terraced dwellinghouses shall pay to the said factor on the first day of the month following their entry and thereafter on the first day of each subsequent month (monthly in advance by Bankers) order the sum of Thirty Pounds Sterling in respect of each flatted dwellinghouse or terraced dwellinghouse or such greater sum as may be required for the foresaid purposes and fixed by the said factor or at a meeting of the said feuars hereinbefore provided and the sum so collected by the said factor shall be held by him in trust for behoof of the said feuars and for the foresaid purposes: The said factor being bound to render an accounting not less than once in each calendar year and if appropriate repay any excess sums recovered monthly from the feuars, or if there is a shortfall, recover the balance due by the feuars in like manner; In the event of a feuar selling his flatted dwellinghouse or terraced dwellinghouse the amount of the said changes shall be returned under deduction of any share or charges accrued to the date of sale provided the feuar shall have previously paid his contribution to the said fund (Eighth) the feuars of the said flatted dwellinghouses or terraced dwellinghouses shall be bound to allow access to the subjects owned by them to the feuars of any of the other flatted dwellinghouses or terraced dwellinghouses for the purpose of execution of any necessary repairs to or renewals of the common subjects or any part thereof or to any of the said flatted dwellinghouses or terraced dwellinghouses (Ninth) the feuars of the flatted dwellinghouse or terraced dwellinghouses shall not be entitled to paint decorate or in any way alter the external appearance of the unit to which they have a right or the windows or the outside doors thereof it being expressly provided that in order to preserve the uniformity of the outward appearance of the said sheltered housing development all ameliorations or repairs thereon shall only be dealt with in the manner hereinbefore provided; It being specifically provided however that every fourth year the feuars of the respective flatted dwellinghouses or terraced dwellinghouses shall paint such of the outside woodwork, metalwork etc. that are usually painted either with two coats of good paint or otherwise treat or cover the same as specified by the said factor in a proper and workmanlike manner and further in the event of the feuars failing to agree such painting the painting will be carried out to the specifications of the said factor with a right of reimbursement for the expenses against the relevant feuars (Tenth) notwithstanding anything hereinbefore contained in the event of the Feuar for the time being of any one or more of the said flatted dwellinghouses or terraced dwellinghouses considering it necessary that any repairs or renewals should be executed to the said common subjects as specified herein and of a majority of the other feuars of the said flatted dwellinghouses or terraced dwellinghouses present in person or represented at a meeting convened and held as aforesaid refusing to sanction such repairs or of there not being a quorum present at a meeting of the said feuars convened for the purposes of considering the said repairs or renewals or in the event of the feuar or feuars for the time being of any one or more of the said flatted dwellinghouses or terraced dwellinghouses considering that any repairs or renewals to the said common subjects or sanctioned at any such meeting of the said feuars are unnecessary the feuar or feuars of any one or more of the said flatted dwellinghouses or terraced dwellinghouses shall be entitled to refer the question of the necessity of executing any such repair or renewals

to an arbiter to be mutually agreed upon by all the feuars of the said flatted dwellinghouses or terraced dwellinghouses or failing such agreement to be appointed on application of any feuar by any Sheriff or his substitute at Glasgow and in the event of the said arbiter deciding all or any such repairs or renewals are necessary he shall have power to order them to be executed forthwith and the expense thereof shall be borne by the feuars of each of the said flatted dwellinghouses or terraced dwellinghouses in equal proportions respectively in the same way and manner as if such repairs had been ordered or sanctioned at a meeting of the feuars of the said flatted dwellinghouses and terraced dwellinghouses convened and held as aforesaid and the expense of the application to the Sheriff or substitute and of the arbiter's fee and any other expense of or incidental to the reference shall be at the discretion of the arbiter who shall have power to fix the same decern therefor except insofar as they may have been disposed of or dealt with by the Sheriff or his substitute: DECLARING that any feuar desiring to refer any such question to arbitration shall be bound to intimate his intention of doing so to the other feuars of the said meeting at which it was decided to execute or not to execute the said repairs or renewals or convened for the purpose of considering the execution thereof failing which the right to arbitration shall be lost (Eleventh) notwithstanding anything hereinbefore contained the feuar of any of the said flatted dwellinghouses or terraced dwellinghouses shall be entitled to appeal to the arbiter hereinafter mentioned against any order, regulation, decision, termination of appointment made at any meeting of the feuars of the said flatted dwellinghouses and terraced dwellinghouses convened and held as aforesaid except any conditions which may be referred in terms of the immediately preceding clause and the said hereinafter mentioned arbiter shall be entitled to sustain or vary or annul any such order, regulation, decision, determination or appointment if or in so far as considered by his unreasonably or inexpedient to the common welfare of the feuars of the said flatted dwellinghouses and terraced dwellinghouses and to find the appellant or respondent in such appeal liable in or entitled to expenses of such appeal or any part of such expenses and to decern accordingly and the decision binding or decree of the said arbiter shall be binding upon all concerned provided that any appeal under this clause against any such order or regulation decisions determinations or appointments must be intimated to the said aftermentioned arbiter not later than fourteen days after the meeting at which such order, regulation, decision or appointment is made failing which the right to appeal shall be lost (Twelfth) all questions differences and disputes which may arise among the proprietors of the said flatted dwellinghouses and terraced dwellinghouses regarding their rights and interests in the common subjects or in the said respective flatted dwellinghouses or terraced dwellinghouses so far as depending upon or otherwise arising out of or in respect of these presents in any manner of way other than questions which may be referred under clause Tenth hereof are hereby referred to the amicable decision of the President of the Property Owners and Factors Association (Glasgow) Limited as sole arbiter whom failing by declinature or otherwise such arbiter as shall be appointed by any Sheriff at Glasgow and whatever the said arbiter shall determine in the premises shall be binding upon all concerned and the feuars of the said flatted dwellinghouses and terraced dwellinghouses shall be bound to implement and fullfill to each other the decisions, findings and decrees of the said arbiter with power to the said arbiter to take skilled advice in order, execution and performance and others and to apportion the costs among the said feuars and to find all or any of them liable in the expenses of the arbitration and to decern accordingly (Thirteenth) the respective feuars of the said flatted dwellinghouses and terraced dwellinghouses shall be bound to concur with each other in keeping (a) their respective individual flatted dwellinghouses and terraced dwellinghouses and (b) the whole structure, common parts and others hereinbefore specified insured against all risks normally covered under a common insurance policy written in the name of the said factor as agents for the several feuars and bondholders with an established insurance company to be

selected by the said factor for at least the reinstatement costs and including professional fees and for public liability risks for an amount to be determined by the said factor and in the event of the structure of the said development or any of the individual flatted dwellinghouses and/or terraced dwellinghouses being destroyed or damaged by fire or otherwise the feuars for the time being of any part or parts of the said development erected on the said plot shall forthwith rebuild restore and reinstate the same and shall thereafter maintain and uphold the same in good order and repair and subject to the foregoing the factor shall have full power to effect the said insurance on the terms and recover the premiums in the proportion which he shall judge to be expedient and equitable (Fourteenth) all which conditions, declarations, provisions, limitations, obligations, stipulations, servitudes and others above written are hereby declared and created to be real liens and burdens upon and affecting the relevant flatted dwellinghouses and terraced dwellinghouse erected or to be erected on the said plot and shall be enforceable by any one or more of the proprietors for the time being of the said flatted dwellinghouses and shall be binding on each and all of the said proprietors and their respective successors and assignees in all time coming and we bind ourselves to impose the said burdens and others by reference to these presents in all and every conveyance to be granted by us of any of the said flatted dwellinghouses.

Note: The said 1.87 Acres of ground is edged in red on the Title Plan.

Burden 5

Feu Disposition by Barratt Urban Construction (Scotland) Limited, with consents to Winifred Devlin and her executors and assignees, registered 15 Jun. 1988, of the subjects in this Title, contains the following burdens:

CONSIDERING THAT the subjects hereby feued form part of a private sheltered housing development comprising thirty two terraced or flatted dwellinghouses including a warden's flat none of the said houses (other than the warden's flat) shall be occupied other than as a sheltered house that is a house for the elderly and/or infirm with an alarm system and warden service and our said disponee and her foresaids shall not be empowered to sell, gift, effectively bequeath or otherwise dispose of the subjects or of any part of them without the same having first been offered in writing to the Trustees acting under Deed of Declaration of Trust of The Glassford Sheltered Housing Trust dated the Thirty first day of May and the First day of June and registered in the Books of Council and session for preservation on the Seventh day of June all in the year Nineteen hundred and Eighty four or their successors and assignees whomsoever at a price representing the then open market value of the subjects, which at the sole discretion of the said Trustees, shall be taken to be either (a) the amount of the offer or highest offer received by our disponee and her foresaids after advertising the sale and taking all reasonable steps to ensure that the offer or offers received are the best that can be reasonably obtained from persons in the opinion of the Trustees requiring sheltered housing or (b) a price to be fixed by a valuer appointed by the Chairman for the time being of the Scottish Branch of the Royal Institute of Chartered Surveyors, the expenses of such valuation to be shared equally between the said Trustees and our disponee and her foresaids which price or value agreed or fixed as aforesaid shall be binding on both parties for the purpose of the right of pre-emption and the said Trustees or their foresaids in right of the said right of pre-emption shall have twenty one clear days after receipt by them of the said offer (including written intimation of the price or value agreed or affixed as aforesaid) within which to accept the said offer and in the event of the

said Trustees or their foresaids declining or failing timeously to accept the said offer our said disponee or her foresaids shall be empowered to sell, gift, effectively bequeath or otherwise dispose of the subjects or such part to a third party but in that event our said disponee or her foresaids shall be bound as by her acceptance hereof bind her and her foresaids to sell or otherwise transfer the same under burden of a like right of pre-emption in favour of the Trustees or their foresaids and to procure that any person or party subsequently acquiring the same shall be similarly bound to impose a like right of pre-emption.

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

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Pending Application

GLA39813

Application Number	20GLA5242A
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Date of Application	31-03-2020
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Valid From	01-04-2020
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Valid To	22-09-2020
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Application Status	CONFIRMED
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Consideration	
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Title number	GLA39813
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Application Type	Advance Notice
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Parent Title Number	
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Grantees

LESLIE PULLAN, A8, COASTAL, KIPPFORD, DALBEATTIE, DG5 4LF, FRANCES PULLAN, A8, COASTAL, KIPPFORD, DALBEATTIE, DG5 4LF

Granters

WILLIAM ROONEY, 10 GRAHAM CRESCENT, CARDROSS, DUMBARTON, G82 5JH

Additional Information

69 BULLWOOD COURT, GLASGOW, G53 7HY

Deeds

Agent No.	Deed type	Deed Details
5888	Disposition	

Until completed, applications to register deeds are subject to rejection or withdrawal. Advance Notices will remain on the Application Record for 35 days unless they are discharged.

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