



Title Information: BUT4170

Search summary

Date/Time of search	04-03-2019 11:16:59
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Transaction number	SCO-01964555
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User Reference	
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Section A**BUT4170**

Property

Date of first registration	04-03-2010
Date title sheet updated to	12-05-2010
Date land certificate updated to	12-05-2010
Hectarage Code	0
Interest	PROPRIETOR
Map Reference	NR9621
Cadastral Unit	BUT4170
Sasine Search	SS 9838
Property address	9 TORRLINN TERRACE, KILMORY, ISLE OF ARRAN KA278PQ
Description	Subjects 9 TORRLINN TERRACE, KILMORY, ISLE OF ARRAN KA27 8PQ edged red on the Title Plan. Together with a right of access to the adjoining subjects for all necessary purposes of maintenance and repair of the subjects in this Title and a right to open up the surface of the said adjoining subjects for the said purposes subject always to the proprietors of the subjects in this Title making good any damage occasioned to the said adjoining subjects in exercising the said rights.
Notes	1. The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Disposition in Entry 2 of the Burdens Section.

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Section B**BUT4170**

Proprietorship

LINDA JUNE PYLE OR ROSS 6 Badger Lodge, Ashdale Way, Whiting Bay, Isle Of Arran.

Entry number	1
Date of registration	04-03-2010
Date of Entry	26-02-2010
Consideration	£110000

Notes

1. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, of spouses of persons who were formerly entitled to the said subjects.

2. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Civil Partnership Act 2004, of partners of persons who were formerly entitled to the said subjects.

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Section C

BUT4170

Securities

There are no entries.

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Section D

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Burdens

Number of Burdens: 2

Burden 1 Preamble

Disposition by the Arran and Easton Trustees to Bute County Council and their successors and assignees, recorded G.R.S. 20 May 1966, of 0.62 acre of which the subjects in this Title form part, contains the following burdens:

The said disponees shall be bound to erect and thereafter maintain at their own expense in good order and repair suitable fences along the north north east, west north west, north west, north north east, north and west boundaries of the area of ground hereby disposed, the said disponees having no claim against us for any part of the expense of erecting and maintaining any of the said fences.

Burden 2 Preamble

Feu Disposition by North Ayrshire Council to Aileen Jackson and her executors and assignees (hereinafter referred to as 'the Feuars'), recorded G.R.S. (Caithness) 10 Feb. 2000, of the subjects in this Title, contains the following reservations and burdens:

(One) there is reserved to us and our successors as proprietors of the adjoining subjects a right to enter upon and open up the surface of the Feu for purposes of inspection, maintenance, opening, lifting, repairing and renewing all common drains and sewers and others and for all other necessary purposes of maintenance and repair with access to the Feu for such purposes subject always to the restoration of any damage occasioned by the exercise of such rights;

(Two) the Feuars shall maintain along with the other proprietors having an interest therein the common drains and sewers and others in good order and repair and shall pay an equitable share of the cost of such maintenance, repair and renewal;

(Three) there are reserved to us and our successors in the superiority of the subjects hereby disposed the whole mines, metals, minerals and other substances in and under the Feu with full power to us or our foresaids or our mineral lessees to search for, work, win and carry away the same in such manner as we or the said lessees may think proper but that without entering upon or breaking the surface of the Feu for such purposes; Declaring that the Feuars shall be entitled to compensation for all damage that may be done to the Feu including the buildings and other erections thereon by any such workings payable by us in the event of our carrying out such workings or by our said lessees who shall be taken bound by us to make good all such claims against whom only in that event the Feuars claim shall lie; All questions of liability for and quantum of compensation shall failing agreement in writing between the parties concerned be determined by arbitration;

(Four) there are reserved to us and our foresaids all coins or other articles of value intrinsic or otherwise which may be found beneath the surface of the Feu and all necessary rights of

access for us and our successors, our servants or contractors for the purpose of inspection of buildings, fences, drainage, sewerage and other like operations located or erected on adjoining or contiguous subjects DECLARING that the party or parties exercising such right shall be bound to restore all damage caused by such operations to the surface of the Feu to an equivalent standard to that in which it was immediately prior to the commencement of such operations failing agreement on such equivalent standard determination thereof shall be referred to arbitration as hereinafter provided for;

(Five) there is reserved to us and our foresaids and our nominees the right to lead wires, cables and other equipment as at present exist in and through the Feu to adjoining and contiguous subjects for all necessary purposes including a television relay system with access thereto on all necessary occasions for the purpose of laying, attaching, repairing, maintaining, renewing, enlarging and removing the same and for all other relative works under declaration that the party or parties exercising such right shall be bound (1) to give notice of intention to carry out such works and in the execution thereof to cause as little inconvenience as possible to the Feuars and (2) to restore all damage caused by such operations to the surface of the Feu and the buildings erected thereon to a standard equivalent to that in which they were immediately prior to such operations failing agreement on such equivalent standard determination thereof shall be referred to arbitration as aforesaid;

(Six) the Feuars by acceptance hereof accept the dwellinghouse 9 Torrlinn Terrace, Kilmory and other erections on the Feu as in good order and repair and shall be bound at their own expense to maintain the same in good order and repair and when necessary to re-erect the said dwellinghouse and others to the satisfaction of us and our foresaids; The maintenance and re-erection of the said dwellinghouse and others shall be at the sole expense of the Feuars; Any operations, alterations, repairs, renewal or maintenance on, of or to the common parts of the building effected by us and our successors as Local Housing Authority under the Housing (Scotland) Acts or otherwise shall be at joint expense of the proprietors having an interest therein; Any such operations, alterations, repairs, renewal or maintenance instructed and effected by the Feuars shall not be instructed and effected except after obtaining the written consent of us or our foresaids and shall be effected at their sole expense we and our successors as Local Housing Authority under the Housing (Scotland) Acts or otherwise having no responsibility or liability therefor or for contribution to the cost thereof; No re-erection of the said dwellinghouse shall commence until full and detailed plans thereof shall have been submitted to and approved by us or our foresaids and the Feuars shall not make any external alterations or additions to the said dwellinghouse and others nor erect any additional buildings or structures on any part of the said plot or area of ground without our prior written consent; Without prejudice to the foregoing generality, the installation of double glazing to replace windows in the said dwellinghouse or of patio doors therein to replace a window and/or door, or the addition of front or rear porches thereto, or the erection of a greenhouse, garden shed or garage on the said plot or area of ground (hereinafter collectively referred to as "permitted alterations and additions") shall not require the said prior written consent, provided that they do not infringe or encroach upon rights of property (whether common or otherwise) or of access hereinbefore conferred or reserved; Declaring that the Feuars shall be bound to obtain the necessary statutory permissions in respect of any permitted alterations and additions where appropriate; The Feu in so far as not occupied by the said dwellinghouse and others shall be laid out as garden ground, internal pathways and others to our satisfaction and thereafter maintained in a neat and tidy condition; The erections on the Feu shall be kept regularly painted and the Feu shall be kept free from undue deposit of waste or other materials or articles or

things which may in our sole opinion be deemed offensive or a nuisance or injurious to amenity and the Feuars shall generally keep the Feu in a neat, clean and tidy condition;

(Seven) the Feuars shall be bound to keep the said dwellinghouse and all other buildings erected on the Feu constantly insured against loss or damage by fire with an established Insurance Company for the full reinstatement value thereof and to produce to us and our foresaids if asked the Policy or Policies of Insurance and the Premium Receipts therefor; In the event that the said dwellinghouse or any other erections on the Feu are destroyed or damaged by fire all sums received by the Feuars in respect of such insurance shall be applied toward the making good and restoring of all loss and damage caused by such fire to our sight and satisfaction and the dwellinghouse or any other erection so damaged shall be restored or if necessary re-erected to our satisfaction;

(Eight) the Feu and the said dwellinghouse and others erected thereon shall be used as a private dwellinghouse and relative offices for the occupation of one family only and not otherwise and shall not be divided or constructed for the occupation of more than one family; It shall not be lawful nor in the power of the Feuars to carry on upon the Feu or in the said dwellinghouse or other erections any business, profession, trade or work or to occupy or use the said dwellinghouse and other erections for any other purpose than as a private dwellinghouse and relative offices or to use the Feu or the buildings thereon or to permit the same to be used for any purpose which may in our sole opinion be a nuisance or cause inconvenience to us or any other proprietors or occupiers of premises in the neighbourhood or the public in general or which may in our said opinion be injurious to amenity;

(Nine) the Feuars are hereby prohibited from erecting, affixing or exhibiting on or about the Feu or the dwellinghouse and other erections thereon any advertisements, signs or hoardings, signboard, noticeboard, illuminated sign or any article of any kind, from depositing rubbish, garden refuse or other waste matter on property adjoining the Feu, and from keeping animals or birds in or about the Feu or the dwellinghouse and other erections thereon without our prior written consent save that one dog and/or one cat may be kept without such permission which dog and/or cat shall not prove a nuisance to the occupiers of the neighbouring subjects and we and our foresaids shall have the sole discretion to determine whether or not such dog and/or cat constitute a nuisance;

(Ten) all matters which fall to be determined by arbitration in accordance with the specific provisions to that effect herein contained shall be submitted to the amicable and final decision of a single arbiter to be mutually chosen or failing agreement such arbiter as is appointed by the Sheriff of North Strathclyde at Kilmarnock 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 registration of all such Decrees arbitral for preservation and execution; And we as Local Housing Authority bind ourselves and our successors as such Authority to impose like or similar burdens, reservations, conditions, declarations and others in all future conveyances or transmissions of adjoining dwellinghouses sold under the terms of the Housing (Scotland) Act 1987.

Pending Application

BUT4170

Application Number	19BUT0043A
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Date of Application	18-02-2019
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Valid From	19-02-2019
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Valid To	25-03-2019
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Application Status	CONFIRMED
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Consideration	
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Title number	BUT4170
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Application Type	Advance Notice
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Parent Title Number	
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Grantees

Name	Address
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CATHERINE LOUISE THOMSON	8B, MOORPARK ROAD WEST, STEVENSTON, KA203HU
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Granters

Name	Address
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LINDA JUNE PYLE OR ROSS	42, FORE STREET, SEATON, DEVON, EX122AD
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Additional Information

9 TORRLINN TERRACE, KILMORY, ISLE OF ARRAN, KA278PQ

Deeds

Agent No.	Deed type	Deed Details
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8262	Disposition	
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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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