



# Title Information: DMB75976

## Search summary

Date/Time of search	11-07-2022 14:52:30
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Transaction number	SCO-11672119
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User Reference	
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## Section A

**DMB75976**

### Property

<b>Date of first registration</b>	26-10-2004
<b>Date title sheet updated to</b>	04-03-2019
<b>Hectarage Code</b>	0
<b>Real Right</b>	OWNERSHIP
<b>Map Reference</b>	NS6975
<b>Title Number</b>	DMB75976
<b>Cadastral Unit</b>	DMB75976
<b>Sasine Search</b>	<u>46082</u>
<b>Property address</b>	25 PARK AVENUE, KILSYTH, GLASGOW G65 9RP
<b>Description</b>	Subjects 25 PARK AVENUE, KILSYTH, GLASGOW G65 9RP tinted pink, blue and mauve on the Title Plan; Together with (One) a right in common with the proprietor of 23 Park Avenue to the ground tinted yellow on the said plan; (Two) a servitude right of service access over and across that area of ground tinted brown on the said plan; (Three) a servitude right of service access on and across that area of ground tinted green on the said plan; and (Four) a right in common with all adjoining proprietors to all common and/or mutual parts, walls or fences serving the whole of said subjects.
<b>Notes</b>	1. The minerals are excepted. The conditions under which the minerals are held are set out in the Disposition in Entry 1 of the Burdens Section.

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## Section B

**DMB75976**

### Proprietorship

MATTHEW MACKIE and ALICE WRIGHT STEEDMAN both 25 Park Avenue, Twechar, Glasgow, G65 9RP equally between them and the survivor of them.

<b>Entry number</b>	1
<b>Date of registration</b>	02-11-2004
<b>Date of Entry</b>	27-08-2004
<b>Consideration</b>	£65,000

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## Section C

**DMB75976**

### Securities

There are no entries.

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## Section D

**DMB75976**

### Burdens

Number of Burdens: 2

#### **Burden 1**

Disposition by William Whitelaw, John Brown Park and William Vass Park as Trustees of Gartshore and Woodhall Estates Trust to County Council of County of Dumbarton, recorded G.R.S. (Dumbarton) 12 Feb. 1946, of 17.520 acres of ground, of which the subjects in this Title form part, contains inter alia the following burdens:

Declaring that no rights of access or egress to or from the said area of ground hereby disposed are granted or shall be implied through or over the adjoining ground belonging to us as Trustees foresaid or our successors and that our said disponees take upon themselves the responsibility of providing and obtaining all rights of access and egress required for on in connection with the said area of ground and houses to be erected thereon by arrangement with Bairds and Scottish Steel Limited for access and egress to and from the said area of ground through the adjoining ground belonging to the said Bairds and Scottish Steel Limited which bounds the subjects hereby disposed on all sides and by roads formed in connection with their said Housing Scheme thereon and leading to the public road. Reserving always to the Coal Commission constituted by the Coal Act, 1938, the whole coal and mines of coal as defined in the Coal Act, 1938, and to us the said William Whitelaw, John Brown Park and William Vass Park, as Trustees foresaid, and our successors and assignees whomsoever all limestone, ironstone, freestone, whinstone, sand, clay and every other kind of mineral and metal and quarries of stone lime and slate (excepting the said coal and mines of coal vested in the Coal Commission) within under and around the said area of ground and full power and liberty to the said Coal Commission quoad the said coal and mines of coal, and to us the said William Whitelaw, John Brown Park and William Vass Park, as Trustees foresaid, and our foresaids quoad the other minerals as aforesaid, without entering on the surface of the said area of ground, to work, win, calcine and carry away the same and to make pits, hills, quarries, railways and roads, and carry on all other necessary operations for the purpose of winning, working, calcining and taking away the same and the minerals and others from the adjoining and other lands and to lower the said area of ground and subjacent strata and buildings and erections and others now or hereafter therein or thereon by the withdrawal of vertical or lateral support or both, declaring that the said Coal Commission and their tenants, present and future, and we the said William Whitelaw, John Brown Park and William Vass Park, as Trustees foresaid, and our foresaids and our and their tenants, present and future, shall not be liable for, and our said disponees and their foresaids shall have no claim whatever for, compensation or otherwise in respect of any loss, injury or damage which may have been done or may be caused to the said area of ground hereby disposed or to the buildings and erections and others erected or constructed or that may be hereafter erected or constructed thereon or therein or persons or things of any description or otherwise through or in consequence of the exercise of the said reserved powers and liberties or any of them or by any other mineral workings or operations whether under the said area of ground or neighbourhood thereof or elsewhere, and whether prior or subsequent to the date of these presents, or from the draining of or withdrawal or escape of water from the workings or the settling or crushing of any coal waste or other

excavations at present existing or which may exist hereafter within or in the neighbourhood of the said area of ground or elsewhere and declaring that these presents are granted subject always to the Mineral Lease of coal and other minerals in inter alia the said area of ground entered into between the said Alexander Whitelaw and others and William Baird and Company Limited dated twenty eighth July and fourteenth and seventeenth August, Nineteen hundred and thirty seven, and the whole rights, powers, privileges and immunities of the tenants thereunder, the tenants' part under which Lease is now held by the said Bairds and Scottish Steel Limited; But the said area of ground is so disposed always with and under the burdens, provisions, servitudes, declarations and others following, videlicet, (First) our said disponees and their foresaids shall be bound regularly to clean out the channel of the Board Burn so far as it extends along the said area of ground hereby disposed so as to allow free flow for the water at all times and not to allow rubbish or other material or articles of any kind to get into the said Burn or to be put or deposited therein nor allow any drainage or sewage from the ground hereby disposed or buildings now or hereafter thereon to enter the said Burn and also to prevent the water of the said Burn being contaminated or polluted or affected in any way for the purposes of its natural and primary uses; and (Second) our said disponees and their foresaids shall be bound forthwith to fence and enclose the said area of ground with a substantial stob and wire fence or other substantial fence suitable for a Housing Site and shall thereafter maintain and bear the whole expense of maintaining the said fences enclosing the said area of ground declaring that as regards the fences erected or to be erected by the said William Baird and Company Limited or the said Bairds and Scottish Steel Limited enclosing their ground along the boundaries thereof between the said area of ground hereby disposed and the adjoining ground feued to the said William Baird and Company Limited and upon which a Housing Scheme and Sewage Works have been constructed our said disponees shall be bound forthwith to arrange with the said Bairds and Scottish Steel Limited as to the use thereof as boundary fences for the said area of ground hereby disposed and to concur with them and their successors in maintaining upholding and renewing the same at mutual expense.

## Burden 2

Feu Disposition by The East Dunbartonshire Council to George Burns Lochrie and Maree Lochrie and their disponees, assignees and executors, registered 26 Oct. 2004, of the subjects in this title, contains the following burdens:

(First) There is reserved in favour of the proprietor of 27 Park Avenue, Twechar, a servitude right of service access over and across that area of ground tinted blue on the Title Plan and a servitude right of access for gable maintenance over and across that area of ground tinted mauve on the said plan;

(Second) our said disponees shall, at their own expense, maintain the subjects hereby disposed in good order and repair and in a neat and tidy condition all to the satisfaction of the Superiors; notwithstanding the foregoing generality, and our said disponees and their foresaids shall have the external paintwork of the dwellinghouse painted at least once every five years;

(Third) the said dwellinghouse shall be used solely as a private dwellinghouse and for no other purpose whatsoever and shall never in any way be sub-divided or occupied by more than one family at a time and no additional buildings of any description shall be erected on the subjects hereby disposed without the written consent of us or our foresaids and no alterations or

additions shall be made on or to the buildings erected or to be erected without such written consent; the subjects hereby disposed so far as not occupied by buildings or footpaths as aforesaid shall be used as ornamental or garden ground in front and as such or as greens for bleaching or drying clothes at the back all in connection with the said dwellinghouse and for no other purpose whatsoever and the said ground shall not be used for the parking of more than two motor cars or one motor car and one caravan or trailer or commercial vehicle nor shall any vehicle be parked on the said piece of ground beyond the front of the front building line without the written consent of us or our foresaids; and it is hereby expressly declared that the parties occupying the said subjects are hereby expressly prohibited from carrying on within the said dwellinghouse or other buildings erected on the said subjects or in any other part of the subjects without the written consent of us or our foresaids any trade, business or profession and that whether or not such trade, business or profession might be deemed incidental or natural to the ordinary and residential use of the said dwellinghouse and notwithstanding any rule of law to the contrary and declaring that such prohibition against using said subjects for trade, business or professional purposes shall apply whether or not the parties other than the proprietor of the said subjects shall have a contractual right to use the said subjects for or in connection with or arising out of such trade, business or professional uses and the said subjects shall not be used for the sale of any wine or spirits or other excisable liquors nor for the making or manufacturing of any goods for sale; no board, card, plate or advertising notice of any kind shall be placed on the said dwellinghouse or the garden ground, parapet walls, fences, railings or gates thereof without our written consent; declaring further that the said prohibitions shall apply to all members of the household or other persons occupying the said dwellinghouse and including also tenants and assignees and others and nothing may be done in the said subjects that may in the opinion of us or our foresaids be deemed a nuisance or occasion disturbance to co-feuars, adjoining proprietors or tenants or assignees;

(Fourth) the fences or walls forming division fences or walls between the subjects hereby disposed and the adjoining properties shall be mutual fences or walls and shall be maintained by our said disponees and their foresaids jointly with the adjoining proprietors and no alterations or additions shall be made to the fences or walls of the subjects hereby disposed, so far as erected, without our written consent and no walls, fences, hedges, trellis work, ornamental fencing or draughtboard fencing shall be erected along the division or bounding walls or fences without our written consent, which consent shall not be unreasonably withheld, nor in any event shall such walls, fences, hedges, trellis work, ornamental fencing or draughtboard fencing be erected against the mutual or bounding fences exceed two point one metres in height nor shall the mutual or bounding fences or walls be used in any way as a support or strengthening for such walls, fences, hedges, trellis work, ornamental fencing or draughtboard fencing;

(Fifth) where any sewer or drain or any part thereof is common to two or more houses the expense of maintaining or renewing the said sewer or drain shall be shared equally by the proprietors of the houses using such common sewer or drain and where connecting sewerage or drainage pipes, or common sewer or drain pass from one plot of ground through another plot of ground in order to connect up with any public sewer or drain the plot of ground through which the connecting sewerage or drainage pipes or common sewer or drain pass shall be subject to a servitude right of wayleave for such connecting sewerage or drainage pipes or common sewer or drain and that in favour of the parties using the said connecting sewerage or drainage pipes or common sewer or drain who shall be entitled to access thereto where required for the purpose of inspecting, maintaining and renewing the same but subject always to making good

and restoring all damage to the surface occasioned thereby; provided that in the event of the proprietor of the plot of ground through which the connecting sewerage and drainage pipes or common sewer or drain pass erecting a building or buildings over the said connecting sewerage or drainage pipes or common sewer or drain then in that event he shall be bound to protect or relay the said connecting sewerage or drainage pipes or common sewer or drain to the satisfaction of the Local Authority at his own expense;

(Sixth) where any electricity cable or any part thereof or any junction box or mains or a supply pipe relative thereto is common to two or more houses, the expense of maintaining or renewing the said electricity cable or any part thereof or any junction box or mains or supply pipe relative thereto shall be shared equally by the proprietors of the houses using the said electricity cable or any part thereof or any junction box or mains or supply pipe relative thereto and where any electricity cable or part thereof or supply pipe passes through or where any junction box or mains is situated in one plot of ground, the plot of ground through which the said cable or part thereof or supply pipe passes or where the said junction box or mains is situated shall be subject to a servitude right of wayleave for such electric cables or parts thereof or supply pipes or junction boxes or mains in favour of the parties using the same who shall be entitled to access thereto when required for the purposes of inspecting, maintaining and renewing the same but subject always to making good and restoring all damage to the surface occasioned thereby;

(Seventh) the proprietors, tenants or occupiers of the said subjects hereby disposed are hereby expressly prohibited from keeping poultry, ducks, pigeons, rabbits, bees or other livestock or from breeding dogs and such proprietors, tenants or occupiers shall not be entitled to keep more than two dogs in each house and that only provided that such dog shall not prove a nuisance to adjoining feuars or proprietors or tenants; and

(Eighth) our said disponees and their foresaids shall be bound to insure against loss by fire with a reputable Insurance Company for the full replacement value of the said subjects and shall produce to us or our foresaids from time to time when required the policies of insurance and the termly receipts for payment of the premiums and in the event of the said dwellinghouse being destroyed or damaged by fire shall be bound to restore within one year after such destruction or damage the said dwellinghouse to the value thereof immediately prior to such destruction or damage and the whole sums to be received from the said Insurance Company shall be expended at the sight of us or our foresaids in re-erecting the said buildings or repairing the damage done by such fire and the said buildings shall be re-erected or restored so as to be in all respects consistent with the conditions above specified the new plan or plans specifications being first exhibited to and approved by us or our foresaids.

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