





A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION 02 APR 1986 DATE TITLE SHEET UPDATED TO 17 MAY 2023

REAL RIGHT OWNERSHIP

DESCRIPTION

Subjects 24 GREENFIELD QUADRANT, MOTHERWELL ML1 5TF being the lower house tinted blue on the Title Plan with the garden ground tinted pink on the said plan. Together with a right of property in common with the proprietor of the upper flatted dwellinghouse known as 22 Greenfield Quadrant aforesaid (hereinafter referred to as "the other flat") in and to the solum on which the other flat and the flatted dwellinghouse in this Title are erected, the roof and outer gable walls, the rhones and rain pipes, drains, water pipes, gas pipes and electric cables serving the same and the pathway tinted mauve on the said plan; a right of property in common with the proprietor of the other flat and the proprietors of the adjoining flatted dwellinghouses known as 18 and 20 Greenfield Quadrant as also in and to any mutual walls or fences separating the areas of garden ground owned by the said respective proprietors; a right of property in common with the proprietor of the other flat and the proprietors of the adjoining flatted dwellinghouses known as 14 to 20 (even numbers) Greenfield Quadrant in and to the footpaths tinted yellow; a right of property in common with the proprietor of the other flat and the proprietors of the adjoining flatted dwellinghouses known as Flats 10 to 20 (even numbers) Greenfield Quadrant, Meadows Estate and with the proprietors of the block of flatted dwellinghouses comprising flats 11 to 17 (odd numbers) Greenfield Quadrant and to the parking spaces and access way tinted brown on said plan; and a right of property in common with the proprietors of the other flat and said adjoining flatted dwellinghouses and with us the proprietors of the remaining parts of the plot or area of ground extending to Sixteen acres and five hundred and eighty four decimal or one thousandth parts of an acre





A 2

A. PROPERTY SECTION

or thereby of which the subjects in this Title form part and to the open areas, roads, footpaths and amenity ground all forming part of the said sixteen acres and five hundred and eighty four decimal or one thousandth parts of an acre or thereby.





B 1

B. PROPRIETORSHIP SECTION

ENTRY PROPRIETOR

NO

1 AMPG LIMITED a Company incorporated under the Companies Acts, (Company Number 07135556), and having its Registered Office at Unit 1 South Fens Business Centre, Fenton Way, Chatteris, Cambridgeshire PE16 6TT. DATE OF REGISTRATION 28 APR 2023

CONSIDERATION £178,500

DATE OF ENTRY 20 APR 2023





C 1

C. SECURITIES SECTION

ENTRY NO **SPECIFICATION**

DATE OF REGISTRATION

No Entry



NO



TITLE NUMBER LAN20080

D 1

D. BURDENS SECTION

SPECIFICATION

1 Deed of Conditions, recorded G.R.S. (Lanark) 27 Sep. 1979, by Barratt Developments (Falkirk) Limited, proprietors of 16.584 acres of ground, of which the subjects in this Title form part, contains burdens in the following terms:

CONSIDERING THAT we are about to feu the said plot or area of ground under the name of Meadows Estate, Newarthill, for the purpose of the erection thereon of dwellinghouses and two storey flats with such relative garages and offices and other buildings (including private lock-up garages) which we may deem expedient and to grant Feu Dispositions or other conveyances of the several parts of the said plot or area of ground 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 Do Hereby SET FORTH the following real burdens, conditions, reservations, provisions, limitations, obligations, stipulations and others to apply to the said dwellinghouses and others, videlicet:- (FIRST) subject to the provisions of Clause SECOND hereof with regard to the erection of flatted dwellinghouses there shall be erected on each plot of ground, which shall be feued by us for the erection of a dwellinghouse thereon and thereafter maintained and upheld in all time coming by the proprietor for the time being of such plot of ground (hereinafter referred to as "the Feuar"), a dwellinghouse (hereinafter referred to as "the said house") not exceeding two storeys in height and containing not less than two rooms with bathroom, kitchen and relative offices and which shall be erected at a cost of not less than Twelve Thousand Five Hundred Pounds Sterling, and the said house shall be built of stone or cement blocks or facing brick or brick roughcast or a combination of any such materials and shall have slated or tiled roofs; except in the case of dwellinghouses or flats to which another area of land has been allotted for the erection of a garage thereon or as parking



NO



TITLE NUMBER LAN20080

D 2

D. BURDENS SECTION

SPECIFICATION

space or where the said plot of ground is considered by us, in our sole discretion, to be unsuitable for the purpose, the Feuar shall be entitled to erect on the said plot of ground a garage of such materials, specifications and design and on such site as may be approved by us or our successors in the superiority of the said plot of ground in writing prior to the erection of such garage; (SECOND) In respect that certain of the plots of ground to be feued by us are to be so feued for the erection and maintenance thereon of a building of four or more two-storey flatted dwellinghouses consisting of a range of flatted dwellinghouses on each of the ground floor and the floor above the ground floor of the building with access to each dwellinghouse on the floor above the ground floor by a private stairway, the following conditions, provisions, limitations, obligations, stipulations and others shall apply specially to each of said flatted dwellinghouses (the expression "the Feuar" when occurring in this Clause to be deemed as relating to the proprietor for the time being of any of the said flatted dwellinghouses), videlicet:- (Primo) the Feuar shall in all time coming maintain and uphold in common with the proprietor of the flatted dwellinghouse situate above or below the Feuar's flatted dwellinghouse (which other dwellinghouse is hereinafter referred to as "the other flat") and at their joint expense the outside walls and gables, roof, rhones, common drains, soil and rain water pipes, water, gas and other pipes and electricity mains or cables, wires or pipes of said building and the fittings and appurtenances thereof and all other subjects and appliances common to the said two flatted dwellinghouses, (Secundo) the Feuar shall in all time coming maintain and uphold in common with the proprietor of the other flat and the proprietors of adjoining flatted dwellinghouses, division walls and all other subjects common to the two first mentioned flatted dwellinghouses and adjoining flatted dwellinghouses in the building, (Tertio) the proprietor of each flatted dwellinghouse shall be obliged to allow the proprietor of the other flat so far as may reasonably



NO



D 3

D. BURDENS SECTION

SPECIFICATION

be required access by or through his flatted dwellinghouse to the walls, pipes, wires and fittings enjoyed in common with the proprietor of the other flat for the repair or renewal thereof or other necessary purposes so far as such operation cannot conveniently be carried on from the other flat and so as to cause as little damage and inconvenience as possible, (Quarto) where blocks of flatted dwellinghouses consist of four dwellinghouses the mutual paths leading to the adjoining entrances of each two flatted dwellinghouses in the building and the paths to the side and rear of the building giving access to the garden ground effeiring to each of said flatted dwellinghouses, shall be maintained at the joint expense of the two proprietors of the flatted dwellinghouses, of which the paths are pertinents; And where blocks of flatted dwellinghouses consist of six or more dwellinghouses the mutual paths leading to the adjoining entrances of each two flatted dwellinghouses in the building shall be maintained at the joint expense of the two proprietors of the flatted dwellinghouses of which the paths are pertinents and the paths to the side and rear of such block of dwellinghouses giving access to the garden ground effeiring to each of said flatted dwellinghouses, shall be maintained at the joint expense of the proprietors of the flatted dwellinghouses possessing a pro indiviso right of common property in and to the said last mentioned footpaths, (Quinto) Any screen fences shall be situated to the rear and side of said blocks of dwellinghouses and shall be maintained in good order and repair by the proprietors of the plots of ground immediately bounded by or on which is situated any part of said screen fence, but that to the extent only of the fencing bounding or situated on said individual plots of ground and said screen fencing shall be maintained in a uniform colour scheme to be determined by us or the Residents Association or other body to be formed as hereinafter provided in Clause THIRTEENTH hereof, (Sexto) the Feuar shall not execute any alterations or make any additions or conduct any operations which shall prejudicially affect the stability of the walls



83

D4

D. BURDENS SECTION

SPECIFICATION

or foundations of the said house, and (Septimo) the words "dwellinghouse" and "the said house" wherever they occur in this Deed shall be deemed to include a flatted dwellinghouse and the provisions of these presents relative to any house shall also relate to any flatted dwellinghouse, likewise the provisions of these presents relative to ground attached to a house shall apply to ground conveyed along with any flatted dwellinghouse either as absolute or as common property; (THIRD) the said house shall be used as a private dwellinghouse only and for no other purpose, and shall never in any way be subdivided or occupied by more than one family, and any garage which may be erected on the said plot of ground or any garage to be erected on any area of land allotted as aforesaid to any dwellinghouse or flat shall be occupied and used only as an adjunct to the said house and for the personal pleasure and use of the occupier of the said house and shall never be let or occupied or used separately from the said house or for any purpose of trade or business; No other buildings or erections of any kind other than those hereinbefore (FIRST) and (SECOND) provided for and the walls and other enclosures shall ever be erected on the said plot of ground or said other area of land without the consent in writing of us or our foresaids, and the said plot of ground so far as not occupied as the site of the house and/or garage and other domestic offices already mentioned and the entrance thereto, shall be used as ornamental garden ground and a green for bleaching or drying clothes (and for no other purpose whatever); it is hereby expressly provided that no commercial vehicle or any part of such may be parked on the said plot of ground or on the roadway ex adverso thereof or on any parking space on said Meadows Estate and that any caravan, motor trailer or boat shall be parked in such a way as to be unseen from the roadway and footpath in front of the said house, the Feuar being bound to erect such screen fence as may be necessary for this purpose and that in such situation and to such design and of such materials as may be approved by us or our foresaids; In no circumstances shall



NO



TITLE NUMBER LAN20080

D 5

D. BURDENS SECTION

SPECIFICATION

any caravan, motor trailer or boat be parked on any parking space on said Meadows Estate; (FOURTH) the Feuar shall not keep pigeons, poultry or any other animal, fowl or livestock of any kind (other than domestic animals) on the said plot of ground or in buildings erected thereon and he shall not make use of any part of the said plot of ground or of such buildings for the purpose of breeding dogs, cats or any other livestock; (FIFTH) the Feuar shall in so far as not already done forthwith construct along the boundaries of the said plot of ground other than the boundary fronting the footpath, suitable and substantial walls, railings or other fences of such dimensions, materials and design as shall be sanctioned and approved by us or our foresaids; The said walls, railings or fences along the boundaries of the said plot of ground (other than the footpath boundaries or boundary) shall be erected to the extent of onehalf of their width on the adjoining ground and thenceforth the said walls and others shall be mean and common to the Feuar and the adjoining proprietors; The Feuar shall maintain the said walls and fences jointly with the adjoining feuars or at his sole expense so far and so long as there is no adjoining feuar, but in no case shall the Feuar or his foresaids have any claim against us or our foresaids or against proprietors of lands adjoining Meadows Estate in respect of the maintenance of any of the said walls, fences or others; The Feuar is hereby expressly prohibited from erecting any fence, railing, wall or hedge in front of the line of the front face of the said house and in the case of a house erected on a plot of ground having road boundaries on two sides, between the line of the side wall of such house and the footpath or along side any footpath; (SIXTH) in so far as the roads and footpaths and surface water channels serving Meadows Estate have not yet been formed or laid down, and we and our foresaids have obliged ourselves so to do, the feuars shall be bound (subject to the terms of Condition THIRTEENTH hereof) to maintain the same at their joint expense, until the same be taken over and maintained by the Local Authority, the cost of any works called



D 6

D. BURDENS SECTION

SPECIFICATION

ENTRY NO

> for by the Local Authority being wholly payable by the feuars; (SEVENTH) in so far as it may be necessary for the purpose of maintaining, repairing or renewing the said dwellinghouse and erecting a garage or maintaining, repairing or renewing any garage on the said plot of ground but for no other purpose the Feuar shall have a right of access for pedestrians (but not for vehicles) over the adjoining plots and shall be bound to exercise such right of access in such manner as to cause the minimum of inconvenience to the proprietors of said adjoining plots and to make good any damage which may arise through or in consequence of the exercise of such right of access as the same shall failing agreement be determined by a single Arbiter to be appointed by the Feuar and the adjoining proprietor or failing agreement as to such appointment to be appointed by the Sheriff of South Strathclyde, Dumfries and Galloway or any of his substitutes upon application of either party; (EIGHTH) there is hereby specially reserved a servitude right of wayleave in favour of us and our foresaids and any other person or persons interested therein for any line or lines of drains, sewers, water, gas, electric and other pipes and cables through the said plot of ground which we or our foresaids may at any time hereafter consider necessary or expedient for the drainage and service of other lands whether or not in the immediate vicinity of the said plot of ground along such line or lines as we or 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 or our foresaids or such other person or persons or any person or persons authorised by us or any of them for the purpose of laying, inspecting, clearing, repairing, renewing said drains and others or any of them the person or persons exercising the said right being bound to make good any damage occasioned by his or their operations; (NINTH) it is hereby specially declared that the roads and footpaths and sewers, drains, water, gas, electrical and other pipes and





D 7

D. BURDENS SECTION

SPECIFICATION

cables in said roads and footpaths may be freely used by us and our foresaids, our tenants and feuars and disponees in all time coming without us or them being liable to pay any compensation for such use; (TENTH) the feuar shall be bound to keep the said house constantly insured against loss by fire with an established Insurance Company for the full value thereof, and shall exhibit the receipts for the annual premium thereon to us or our foresaids or our Factor when required and in the event of the building or any of them being damaged or destroyed by fire or otherwise the Feuar shall forthwith rebuild, restore and reinstate the same in strict conformity with the provisions of these presents at the sight and to the satisfaction of us or our foresaids or our Factor, and thereafter shall maintain and uphold the same in good order and repair as aftermentioned; (ELEVENTH) the Feuar shall maintain in thoroughly good order and repair in all time coming and to the satisfaction of us or our foresaids or our Factor the said house and/or garage and offices, and also the said walls, railings or other fences as aforesaid, and should the Feuar fail to maintain the same as aforesaid we or our foresaids shall be entitled by our own tradesmen at all times to execute such repairs thereon as we may consider necessary and that at the expense of the Feuar; The Feuar shall also decorate the outside of the house and garage (if any) conform to a general scheme; Declaring that in the event of a Residents Association or other body being hereinafter formed in terms of Condition THIRTEENTH, such Association or body shall be responsible for administering and enforcing such general scheme; (TWELFTH) the Feuar shall maintain and if necessary replace all trees on the said plot of ground; (THIRTEENTH) Declaring that as the future development of Meadows Estate includes the laying out of plots as public open spaces, toddlers' play areas with relative play equipment, parking areas, roads, footpaths or amenity ground and suitable arrangements will have to be made for the maintenance and upkeep thereof the feuars shall be obliged whenever called upon by us or our foresaids so to do



NO



TITLE NUMBER LAN20080

D 8

D. BURDENS SECTION

SPECIFICATION

to form a Residents Association or other body formed for said purpose and which body shall be responsible for the maintenance and upkeep of said open spaces, parking areas, toddlers' play areas and relative play equipment, roads, footpaths and amenity ground until the same may be taken over by the Local Authority and all the feuars shall be obliged to become members thereof and to contribute equally towards the cost of the maintenance of said open spaces, parking areas, toddlers' play areas and relative play equipment, roads, footpaths and amenity ground and management charges and the feuars shall be obliged to procure that Notice of all Meetings of said Residents Association or other body shall be given to us as Superiors of the foresaid plot or area of ground extending to Sixteen acres and five hundred and eighty four decimal or one hundredth parts of an acre or thereby Imperial Standard Measure and that at least seven days prior to any Meeting taking place, and we shall be entitled to be represented at such Meetings, it being expressly provided that we and our foresaids as Superiors of said plot or area of ground shall have no liability for any part of such costs and in the event of the feuars of said Residents Association or other body failing to maintain said open spaces, parking areas, toddlers' play areas and relative play equipment, roads, footpaths or amenity ground or any of them in a neat and tidy condition we and our foresaids shall be entitled to execute such necessary works as we in our sole discretion may consider necessary and call for reinbursement from the feuars; (LASTLY) the Feuar shall not make use of any part of any plot of ground for depositing manure or rubbish except such as may be necessary for the cultivation of the garden thereof nor shall he at any time dig any sand or clay or burn brick or make or burn lime on the said plot of ground or carry on thereon any trade or business, operation, manufacture or employment of any kind whatever.

2 Feu Disposition by Barratt Developments (Falkirk) Limited to Samuel Seffen Horsburgh and his assignees, recorded G.R.S.



NO



TITLE NUMBER LAN20080

D 9

D. BURDENS SECTION

SPECIFICATION

(Lanark) 15 Jul. 1980, of (In the First Place) (first) 640 square metres of ground, (Second) 527 square metres of ground and (Third) 495 square metres of ground and (In the Second Place) right of property in 16.584 acres of ground, of which subjects the subjects in this Title form part, contains no new burdens.