



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

4322
22/4/2010

TITLE NUMBER

AYR88291



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

70m

NS5437

Survey Scale

1/2500

CROWN COPYRIGHT © - This copy has been produced from the ROS Digital Mapping System on 05/10/2012 with the authority of Ordnance Survey under Section 47 of the Copyright, Designs and Patents Act 1988. Unless there is a relevant exception to copyright, the copy must not be copied without the prior permission of the copyright owner. OS Licence no 100041182.





TITLE NUMBER AYR88291

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION

04 DEC 2009

DATE TITLE SHEET UPDATED TO

12 JUN 2023

REAL RIGHT

OWNERSHIP

DESCRIPTION

Subjects 34A, LADESIDE, NEWMILNS KA16 9BE, being the southwestmost dwellinghouse on the ground floor of the block 34A to 34F Ladeside, edged blue on the Title Plan, with the plot of ground tinted pink on the said Plan and the cupboard tinted mauve on the said Plan; Together with (First) the rights specified in the Deed of Conditions in Entry 1 of the Burdens Section; (Second) (one) a one-sixth pro indiviso share with the proprietors of the remaining dwellinghouses in the said block in and to the access area tinted blue on the said Plan; (two) a one-eighth pro indiviso share with the proprietors of the remaining dwellinghouses in the said block and with the proprietors of 30 and 32 Ladeside, Newmilns in and to the access area tinted yellow on the said Plan; (three) a one-sixth pro indiviso share with the proprietors of the remaining dwellinghouses in the said block in and to the common entry and stairs tinted brown on the said Plan; and (four) a one-sixth pro indiviso share with the proprietors of the remaining dwellinghouses in the said block in and to the common drying area tinted green on the said Plan; Together also with the subsisting rights to real burdens specified in the Schedule below.



TITLE NUMBER AYR88291

A 2

A. PROPERTY SECTION

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 Real Burdens by East Ayrshire Council and others registered 4 Dec. 2009 in Entry 2 of the Burdens Section	the common access tinted yellow on the Title Plan



LAND REGISTER OF SCOTLAND



TITLE NUMBER AYR88291

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 9 South Fens Business Centre, Fenton Way, Chatteris, Cambridgeshire PE16 6TT.

**DATE OF
REGISTRATION**
09 JUN 2023

CONSIDERATION
£24,000

DATE OF ENTRY
07 JUN 2023



LAND REGISTER OF SCOTLAND



TITLE NUMBER AYR88291

C 1

C. SECURITIES SECTION

**ENTRY
NO**

SPECIFICATION

**DATE OF
REGISTRATION**

No Entry



TITLE NUMBER AYR88291

D 1

D. BURDENS SECTION

ENTRY NO

SPECIFICATION

- 1 Deed of Conditions, recorded G.R.S. (Ayr) 13 Aug. 1987, by Kilmarnock and Loudoun District Council, proprietors of blocks of flatted dwellinghouses, 6A-F, 14A-F, 20A-F, 28A-F and 34A-F Ladeside, Newmilns, of which the subjects in this Title form part sets forth and declares burdens &C in the following terms:

CONSIDERING that we have sold or are about to sell the said flatted dwellinghouses and that it is desirable that we should set forth the real burdens, conditions, provisions, limitations, obligations, stipulations, declarations and others under which the said dwellinghouses are in future to be held by the proprietors thereof, and the rights and obligations of the said proprietors NOW THEREFORE WE DO HEREBY SET FORTH AND DECLARE the following videlicet:

(FIRST) Save as provided for in Clause (SECOND) hereof each aforementioned block of six flatted dwellinghouses shall be held by their respective proprietors in all time coming under the burden of upholding and maintaining jointly in good order and repair the foundations, external walls and gables, roofs, all sewers, drains, water and soil pipes, cisterns, water tanks, access paths, common stairs, landings and common passages, rhones, conductors, gas and electricity mains and other transmitters and pipes, all so far as used in common by the respective proprietors or occupiers of the flatted dwellinghouses comprising each aforementioned block of six flatted dwellinghouse and all parts and pertinents which are common to the whole proprietors thereof, the expense of such maintenance being shared equally between the respective proprietors of each respective block of six flatted dwellinghouses, each such proprietor contributing a one-sixth share in respect of each house in his ownership;

(SECOND) Notwithstanding the provisions of Clause (FIRST) hereof all common items shared by the two respective proprietors or occupiers on each floor of each block of flatted



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

dwellinghouses shall be maintained jointly by the respective proprietors of each respective floor and the expense of such maintenance shall be shared equally between such proprietors each contributing a one half share of such expense;

(THIRD) The respective proprietors of the six flatted dwellinghouses in each aforementioned block of dwellinghouses shall have all common rights and privileges competent to them to the said building including common rights in and to the foundations, external walls, and gables, roofs, chimney heads, hatchways, paths, accesses, sewers, drains, water and soil pipes, cisterns, water tanks, common stairs, landings and passages, rhones, conductors, gas and electricity mains and other transmitters and pipes in or passing through or over each respective block of eight flatted dwellinghouses; the common drains and soil and main supply and water pipes and other pipes, rhones, conductors, common cisterns and gas and electricity mains, cables and wires shall be allowed to pass through and remain in each block of six flatted dwellinghouses as at present;

(FOURTH) The proprietors of each flatted dwellinghouse in each block of six flatted dwellinghouses shall have free access to and egress from and shall afford to the proprietors of the other houses in the block free access to and egress from the roofs, and all items of common property of the respective blocks of six flatted dwellinghouses by the passages, stairways, landings, ladders and hatchways all as at present in use for the purpose of inspection and carrying out repair, replacements and renewals (including without prejudice to the foregoing generality the repairing of cisterns, water supply pipes, rhones, gutters, electric and telephone wires and for every other necessary purpose) subject to the parties exercising the foregoing rights making good any damage thereby caused;



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

(FIFTH) Each proprietor shall keep and maintain his own dwellinghouse and all parts and portions effeiring thereto which are not shared in common with other proprietors in each block of flatted dwellinghouses in good order and repair;

(SIXTH) Upon any flatted dwellinghouse to which these presents apply being sold by us the purchaser of such a dwellinghouse shall be bound

(a) to insure and keep insured for its full reinstatement value such a dwellinghouse with an Insurer to be selected by the purchaser (subject to our approval of the Insurer selected, which approval shall not be unreasonably withheld) for all the usual risks and perils including without prejudice to the foregoing generality damage by fire, explosion, lightning, thunderbolt, earthquake, riot, civil commotion, malicious damage, aircraft, storm, flood, tempest, burst pipes, falling trees, theft or the attempt thereat, impact by any vehicle or animal, subsidence, leakage of oil from any fixed central heating appliance, and the breakage or collapse of television or radio aerials,

(b) to pay the premiums due to the Insurers for such cover and

(c) to exhibit the annual premium receipts to our Finance Manager if called upon to do so. In the event of the parties failing to reach agreement as to the reinstatement value of the dwellinghouse the matter shall be referred to an Arbiter in terms of Clause Ninth hereof. The reinstatement value of the subjects insured in accordance with the foregoing provisions shall be reviewed annually and the insurance cover amended to ensure that the subjects continue to be insured for the full reinstatement value by applying to the reinstatement value for which the subjects were insured in the preceding year the house building costs index prepared by the Royal Institute of Chartered Surveyors current at the time of the



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

annual review, and the proprietor shall be bound and obliged to notify the Insurers of any alterations or improvements to the subjects insured including without prejudice to the foregoing generality the erection of any outbuildings or extensions or alterations to the existing buildings or the installation of a fixed central heating system, or double glazing and the reinstatement value of the subjects shall be adjusted to include the reinstatement value of such alterations or improvements: FURTHER DECLARING that if any dwellinghouse insured in terms of the foregoing be damaged or destroyed by the occurrence of any risk insured against as aforesaid, then the proprietors of the dwellinghouses so damaged or destroyed shall be bound to intimate such an occurrence to us as well as to the Insurers, and all monies recovered from the Insurers under any claim shall be applied to repair the damage occasioned to the dwellinghouse or otherwise to reinstate the dwellinghouse to the satisfaction of us and any other proprietors in the block of dwellinghouses of which the dwellinghouse forms part; FURTHER DECLARING that the foregoing provisions shall have force and effect for so long as we continue to be proprietors of not less than one dwellinghouse forming part of each of the said blocks of flatted dwellinghouses and upon our ceasing to be a proprietor of any dwellinghouse in each of the said blocks of flatted dwellinghouses to which the foregoing provisions apply then the respective proprietors of the dwellinghouses in each block shall be bound to insure their respective dwellinghouses for the full reinstatement value thereof. In the event of any subjects to which these presents apply being destroyed or damaged, then all monies recovered from the Insurers thereof shall be applied to the reinstatement of the subjects or the repair of the damage. No operations shall be carried on or articles deposited or stored in any dwellinghouse which will prevent or invalidate any of the said insurances and in the event of the use or occupation of any dwellinghouse having at any time the effect of causing an increase in the rate of the premium for the insurance the proprietor of such dwellinghouse



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

shall relieve the proprietors of the remaining dwellinghouses in the respective block of dwellinghouses of the amount of such increase;

(SEVENTH) For so long as we continue to be proprietors of not less than one dwellinghouse in a block of flatted dwellinghouses to which these conditions apply, then we shall be entitled to determine the maintenance, repairs, replacements and renewals to be carried out to any common items referred to in Clauses (FIRST) and (SECOND) hereof provided that we shall be bound to serve on the proprietors of the remaining dwellinghouses in the said block of flatted dwellinghouses a written notice specifying the common repairs to be executed and the estimated cost thereof. In the event of any of the proprietors on which such notice has been served intimating to the Council in writing his objections to the execution of such repairs within Twenty eight days of the date of giving of the said notice intimated by us as aforesaid then the matter shall failing agreement by referred to an Arbiter in terms of Clause (TWELFTH) hereof: DECLARING that in the event of an emergency we shall not be bound to give any notice to the other proprietors in the block of flatted dwellinghouses affected by such emergency before instructing or executing emergency repairs to any common items and we shall be entitled to recover from the other proprietors in any such Block of flatted dwellinghouses their respective share of such emergency repairs to such common items in accordance with the provisions of Clause (FIRST) and (SECOND) hereof;

(EIGHTH) For so long as we continue to be proprietors of not less than one dwellinghouse in a block of flatted dwellinghouses then we shall be entitled to

(a) determine the colour of all external walls and gables (excepting always therefrom the colour of external window frames and doors) and



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

(b) to determine as we in our sole discretion see fit whether any other proprietor in the respective block should be granted consent to carry out external structural alterations;

(NINTH) In the event of our ceasing to be the proprietors of at least one dwellinghouse in a block of flatted dwellinghouses to which these conditions apply, then the respective proprietors in the said block shall convene a meeting of proprietors at least once in each year (hereafter called the "Annual Meeting") to deal with any subjects of business connected with the administration of the joint interests in the respective block of flatted dwellinghouses. Special Meetings may be called at any time and held at a time and place as may be convenient to the proprietors of not less than four of the dwellinghouses in the respective block. At all meetings the proprietor or proprietors of each dwellinghouse shall be entitled to one vote and a total of four votes will constitute a quorum for any meeting. At any meeting (Annual or Special) it shall be competent by a majority of votes

(a) to sanction the execution or mutual repairs;

(b) to determine the extent of insurance cover; and

(c) to appoint one of their members to act as a factor or to otherwise appoint a factor. The amounts due by the various proprietors will be intimated to them by the factor duly appointed and in the event of any proprietor failing to make payment within one month after the same is requested then the factor shall be entitled to sue for and recover the sum due in his own name from the proprietor failing together with all expenses incurred in connection therewith. All questions as to amount of liability or default on the part of a proprietor for or in payment of any sum called for from him in virtue of this Clause or any dispute or question which may arise



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

among the proprietors or any of them as to the true decision of any meeting or the meaning of these presents or as to the implement of any conditions thereof failing adjustment at any meeting of the proprietors shall be referred to an Arbiter appointed in terms of Clause (TWELFTH) hereof on the application of any one of the proprietors and a decision of the Arbiter shall be final and binding on all the proprietors of a block of flatted dwellinghouses concerned and shall be enforceable by the party in whose favour it is given, and without prejudice to what is before written the Arbiter so appointed shall have vested in him full and complete authority to order the execution of any work of repair or joint interest among the proprietors or a sector of them and to enforce payment and recovery thereof on the basis hereinbefore provided by whatever form of procedure may be thought by him to be appropriate or expedient. The respective proprietors of the respective dwellinghouses shall be bound and obliged to effect with a well established Insurance Company insurances to replace and substitute for the insurance specified in Clause (SIXTH) hereof;

(TENTH) the drying green pertaining to each of the said blocks of flatted dwellinghouses shall along with all external paths and passageways be maintained in a neat and tidy condition and free from all accumulations of rubbish, dirt, filth and noxious matter; no caravans, boats or vehicles shall be parked on any ornamental ground, drying green or footpath;

(ELEVENTH) The dwellinghouse shall be used solely for residential purposes and no business shall be conducted from or carried on in any dwellinghouse and no dwellinghouse shall be used for any manufacturing purposes nor shall any animals be kept in the dwellinghouse except with the consent of the remaining proprietors in the block of which the dwellinghouse forms part;



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

(TWELFTH) All questions arising between the respective proprietors as to the true interest and meaning of these presents or as to the implement of any of the conditions thereof shall failing agreement be left to the determination of a single Arbiter to be appointed by the Sheriff of North Strathclyde at Kilmarnock on the application of any one of the proprietors affected by any dispute and a decision of the Arbiter shall be binding on all concerned and shall be enforceable by the party in whose favour it is given and without prejudice to the foregoing the Arbiter shall have vested in him full and complete authority to order the execution of any work of repair or restoration which in his opinion may constitute a subject of common or joint interest among the proprietors or a section of them and to enforce payment and recovery thereof by whatever form of procedure may be thought by him to be appropriate or expedient.

- 2 Deed of Real Burdens, registered 4 Dec. 2009, by East Ayrshire Council and others, Proprietors of the subjects hereinafter referred to as "the Community", of which the subjects in this Title form part, hereby provide as follows:

PART A Interpretation

In this Entry

"dwellinghouse" means any of the dwellinghouses or flatted dwellinghouses within the Community.

"Community" means the dwellinghouses 30 and 32 Ladeside, Newmilns, and the flatted dwellinghouses 34A, 34B, 34C, 34D, 34E and 34F Ladeside, Newmilns.

"proprietor" means the owner from time to time of any of the dwellinghouses or flatted dwellinghouses within the aforementioned Community.



TITLE NUMBER AYR88291

D 9

D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

"the Council" means East Ayrshire Council incorporated under and in terms of the Local Government etc. (Scotland) Act 1994, having its principal Offices at Council Headquarters, London Road, Kilmarnock.

PART B Community Burdens

The following real burden is imposed on the Community as Community Burdens in terms of the Title Conditions (Scotland Act 2003, and are enforceable by the owner for the time being of each dwellinghouse, including any dwellinghouse owned by the Council:

The proprietor of each dwellinghouse shall be liable for a one-eighth share of the cost of upholding and maintaining in good order and repair the common access tinted yellow on the Title Plan.