



Title Information: LAN158243

Search summary

Date/Time of search	19-04-2024 11:13:42
Transaction number	SCO-17849297
User reference	TOPO/1/1/DM/HL

Section A

LAN158243

Property

Date of first registration 22-07-1994

Date title sheet updated to 08-05-2019

Hectarage Code 0

Real Right OWNERSHIP

Map Reference NS6161NW

Title Number LAN158243

Cadastral Unit LAN158243

Sasine Search

Property address 66 MILL COURT, RUTHERGLEN, GLASGOW G73 2SF

Description

Subjects 66 MILL COURT, RUTHERGLEN, GLASGOW G73 2SF within the land edged red on the Title Plan, being the southmost house on the ground floor of the Tenement 66 to 88 (even numbers) MILL COURT. Together with a right in common with the proprietors of the other dwellinghouses in the said tenement to the common parts of the said tenement meaning the whole parts of the tenement which are used by or serve more than one of the said dwellinghouses excepting parts which are specifically conveyed in any feu grants or Dispositions to the proprietor or proprietors of a dwellinghouse or dwellinghouses as his or their exclusive property, all as the said common parts are described in the Deed of Conditions in Entry 1 of the Burdens Section.

Notes

1. The minerals are excepted. The conditions under which the minerals are held are set out in the Deed of Conditions in Entry 1 of the Burdens Section.

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

© Crown copyright 2024

Section B

LAN158243

Proprietorship

TOP OF THE MORNING PROPERTIES LIMITED incorporated in England and Wales under the Companies Acts, (Company Number 10646669), and having its Registered Office at Bank House, 81 St. Judes Road, Englefield Green, Surrey TW20 0DF.

Entry number	1
---------------------	---

Date of registration	15-03-2019
-----------------------------	------------

Date of Entry	08-03-2019
----------------------	------------

Consideration	£52,000
----------------------	---------

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

© Crown copyright 2024

Section C

LAN158243

Securities

Entry number	1
Specification	Standard Security by said TOP OF THE MORNING PROPERTIES LIMITED to BANK OF SCOTLAND plc incorporated under the Companies Act (Registered Number SC327000), Registered Office The Mound, Edinburgh EH1 1YZ.
Date of registration	20-03-2019
Entry number	2
Specification	Standard Security by said TOP OF THE MORNING PROPERTIES LIMITED to BANK OF SCOTLAND plc incorporated under the Companies Act (Registered Number SC327000), Registered Office The Mound, Edinburgh EH1 1YZ.
Date of registration	08-05-2019

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

© Crown copyright 2024

Section D

LAN158243

Burdens

Number of Burdens: 2

Burden 1

Deed of Declaration of Conditions registered 15 Sep. 2000 by South Lanarkshire Council, Proprietors of the subjects edged red on the Title Plan, sets forth and declares Burdens &c in the following terms:

1. In this Deed-

(1) "Property" means the subjects edged red on said plan.

(2) "Common Parts" means the whole parts of the property which are used by or serve more than one of the dwellinghouses in the Property excepting parts which are specifically conveyed in any feu grants to the proprietor or proprietors of a dwellinghouse or to the proprietors of some, but not all, of the dwellinghouses as his or their exclusive or common property and, without prejudice to the foregoing generality but subject to that exception, include:-

(i) the solum and foundations;

(ii) the outside walls of the said building but all windows and the window frames, together with mastic sealant between the window frames and external walls;

(iii) the roof of the said building and all chimneys thereof and any hatchway leading thereto;

(iv) the attic or attics and/or roof space;

(v) the whole unbuilt on ground within the Property and pathways or driveways thereon and any ancillary buildings or erections thereon;

(vi) the walls, fences or hedges separating the Property from any road or street or lane and from any adjoining property but, in the case of any of such walls, fences or hedges which are mutual, to the extent only of one half thereof;

(vii) all main water supply pipes, cisterns, sewage and drainage pipes, rhones, down pipes, gas and electric mains and other pipes, cables and transmitters used in common by or serving the proprietors of the dwellinghouses in the Property; and

(viii) all other parts and pertinents, fixtures and fittings of or in connection with the said dwellinghouse which are common or mutual to the proprietor thereof;

(3) "Common Charges" means and includes

(a) the whole expense incurred from time to time in respect of the repair, maintenance and renewal and any authorised improvement of the Common Parts;

(b) the remuneration of the Factor and the reimbursement to him of any expenses properly incurred by him in performing his duties in relation to the Property;

(c) any expense incurred by the Council in the exercise of their rights under Clauses 5 or 11 hereof, and

(d) any other expenses, however arising, in relation to the Property which in the opinion of the Factor should properly be borne by all the proprietors of dwellinghouses in the Property.

(4) "Factor" means the person (who may be an officer of the Council), firm or company responsible for the general management and administration of the Property appointed in accordance with the provisions of Clause 9 of this Deed.

(5) "Minerals" means the whole metals, minerals and other substances in and under the Property which are or may become workable commercially other than petroleum as defined in the Petroleum (Production) Act 1934 and coal and mines of coal and rights annexed thereto as defined in the Coal Act 1938 and now vested in the National Coal Board by virtue of the Coal Industry Nationalisation Act 1946.

(6) "Quarter" means whichever is appropriate of the three calendar months

(a) January, February and March,

(b) April, May and June,

(c) July, August and September, and

(d) October, November and December in any year.

(7) "Council" means South Lanarkshire Council and includes their successor as Housing Authority for the said area.

(8) "Arbiter" means any arbiter appointed in accordance with Clause 11 of this Deed.

(9) Words importing the masculine shall include the feminine.

2. Minerals

The Minerals so far as belonging to the Council shall be reserved to the Council with full power to the Council and any person to whom they may communicate the rights to search for, work, win and carry away the same and any metals, minerals and substances in and under adjacent subjects, in such manner as they or their assignees or lessees may in the uncontrolled discretion of the Council think proper, save that there shall be no entering upon or breaking of the surface of the Property for the purpose of any such workings, but he proprietor or proprietors of said dwellinghouses shall be entitled to recover compensation for all damage that may be done to their interests in the Property thereby from the Council or

their assignees or lessees, declaring that the Council shall take any such assignees or lessees bound to satisfy all such claims in which event the claims shall be payable only against such assignees or lessees; and all questions as to the liability for and the amount of any such compensation shall, failing agreement, be determined by arbitration as specified in Clause 11 of this Deed.

2. Reserved Rights of Access etc.

(a) There are reserved to the Council

(i) a right of access to the Property and any part thereof at all reasonable times for the purpose of inspection of the same and of the state of maintenance thereof,

(ii) a right of access to and entry upon the Property and any part thereof and a right to occupy temporarily any part of the Property other than dwellinghouses therein for operations connected with the construction, alteration, repair, maintenance and/or demolition of any property contiguous or in proximity to the Property provided that the Council shall be bound to make good all damage caused to the Property or any part thereof by any such operations and

(iii) a right of access to and use of the Property or any part thereof for the construction and installation of any electricity mains and cables, gas supply mains and pipes, water supply pipes, sewage disposal pipes, drainage outlets, television or radio connections or apparatus and any other services, whether for the benefit of the Property or any other properties contiguous or in proximity to the Property, provided always that the Council shall make good or pay compensation for any damage or loss thereby occasioned to the proprietors or proprietor of any dwellinghouses in the Property adversely affected thereby. The rights herein reserved to the Council may be exercised by their servants or tradesmen or any contractors to whom the Council may communicate such rights.

(b) There are reserved

(i) a servitude right of using any electricity mains or cables, gas supply pipes and ducts, water supply pipes, sewage disposal pipes, and drainage pipes or outlets at present laid in, over or under the Property although not serving the Property or not serving the Property exclusively in favour of the subjects served thereby and the proprietors thereof, and of access thereto at all reasonable time for the purpose of repairing, maintaining and renewing the same and

(ii) any servitude right of wayleave or access granted by the Council or their predecessor in title in favour of the Post Office for placing and maintaining telegraph and telephone poles, stays, ducts, wire and cables in, over or under the Property.

4. Dwellinghouses

(a) Each dwellinghouse in the Property shall be held by the proprietor or proprietors thereof in all time coming subject to the conditions of this Deed and any other conditions or provisions specified in the feu grant thereof.

(b) The proprietor or proprietors for the time being of each dwellinghouse in the Property shall be responsible for the repair and maintenance of such dwellinghouse and the fittings and fixtures therein and for the renewal, if and so far as necessary, of any part or parts thereof at his or their own expense. If in the opinion of the Factor it is necessary or desirable for the protection, appearance or general amenity of the Property that any works of repair, maintenance or renewal be carried out in or upon any dwellinghouse or any part or parts thereof he may serve notice upon the proprietor or proprietors thereof requiring the performance of such works as are specified in the notice within a period stated. The proprietor or proprietors of such dwellinghouse shall be entitled within 21 days of the receipt of such notice to appeal to the Arbiter to decide whether the works specified or any of them are necessary or reasonably desirable for the purposes above mentioned and, if the Arbiter considers that such works or any of them are so necessary or desirable, to determine the period within which they shall be performed. In the event of failure by the proprietor or proprietors of said dwellinghouse to perform those works within the period specified in the notice or in the determination of the Arbiter, as the case may be, the Factor shall be entitled to have the said works carried out and to recover the cost thereof from the proprietor or proprietors of such dwellinghouse.

(c) The proprietor or proprietors of any dwellinghouse in the Property shall be bound to permit access at all reasonable times to and through such dwellinghouse

to the Factor and the proprietor or proprietors of any other dwellinghouse in the Property and to any tradesmen employed by him or them for the purpose of executing any repairs, maintenance or renewals of the Common Parts or any part thereof or of any of the dwellinghouses in the Property.

(d) Each of the dwellinghouses in the Property shall be used and occupied in all time coming as a private dwellinghouse for the use of one family only and for no other purpose, and in particular no business activity shall be carried out in the dwellinghouse without the prior written consent of the Council. No dwellinghouse shall be sub-divided.

(e) No structural or external alterations shall be made to any dwellinghouse in the Property or to any part of such dwellinghouse except with the prior consent in writing of the Council which consent shall not be unreasonably withheld.

(f) In order to preserve uniformity in the external appearance of the Main Building no change shall be in the colour scheme or mode of decoration or finish of the exterior of any dwellinghouse therein nor shall there be erected or affixed to nor depend from the outside walls or windows of any such dwellinghouse any notice, plate, sign or other device, except with the prior consent in writing of the Factor.

(g) None of the dwellinghouses in the Property shall be used for any purpose or in any such way as may in the opinion of the Council constitute a nuisance or affect adversely the amenity of the Property.

5. Garden Ground

The unbuilt on ground within the Property shall be maintained in good and tidy order and used as garden ground, pathways or driveways and no building or other erection shall be placed thereon without the prior written consent of the Council, provided that a portion or portions of the said ground situated to the rear of said dwellinghouses may, with the approval of all the proprietors of said dwellinghouses, be used as a drying green or drying greens. No part of the ground shall be used for the parking of any boat, caravan, trailer or commercial vehicle in excess of Eighteen hundredweight except with the prior approval of and at a location approved by the Council nor shall any vehicle be parked on any part of said ground in front of the front building line of the said dwellinghouses except that where there is a garage driveway this may be used for the temporary parking of private cars and declaring that where garage driveways are common or mutual to two or more proprietors such temporary parking shall be permitted only insofar as it does not cause any inconvenience or obstruction to other proprietors entitled to use the same. So long as the Council are the proprietors of any of the dwellinghouses in the Property the Council shall be entitled to carry out any gardening and cleaning operations to common areas which they shall consider necessary or desirable and the expense thereof shall form part of the Common Charges.

6. Common Parts

(a) The Common Parts shall be the common property of all the proprietors of dwellinghouses in the Property from time to time and shall be held in equal shares, one share for each dwellinghouse.

(b) The Factor shall have full power and authority to instruct and have executed from time to time such works as he in his judgement shall consider necessary or desirable for the repair, maintenance or renewal of the Common Parts or any part thereof, provided always that in the case of a major work (being a work the cost of which is estimated by the Factor to exceed Two Hundred Pounds or such greater amount as may be fixed from time to time by a meeting of the proprietors of all dwellinghouses in the Property) the Factor shall, before instructing the same, report the matter to such proprietors and such work shall be undertaken only if it is authorised by a majority of such proprietors. The decision of the majority of such proprietors shall be binding upon all of the proprietors. Notwithstanding the foregoing provisions in relating to a major work the Factor shall be entitled forthwith to instruct and have executed such work as he considers necessary for the interim protection or safety of the Property or any part thereof or of any person, pending the decision of the said proprietors.

(c) The proprietor or proprietors of each dwellinghouse in the Property shall be liable, jointly with the proprietors of all other dwellinghouses in the Property, for payment as herein provided of the Common Charges in the proportion of one equal share in respect of each dwellinghouse.

(d) The proprietor of any dwellinghouse in the Property shall on the occasion of the purchase of such dwellinghouse deposit with the Factor the sum of Fifty Pounds to be applied, if necessary, towards his share of the Common Charges which may become

payable. Any unexpended balance of such deposit shall be refunded to the proprietor upon sale of the dwellinghouse.

(e) As soon as reasonably practicable after the end of each Quarter, the Factor shall prepare a statement of the Common Charges incurred in respect of that Quarter and shall furnish a copy thereof to each of the proprietors of dwellinghouses in the Property. The proprietor of each dwellinghouse in the Property shall make payment to the Factor of the proportion of the Common Charges payable in respect of his dwellinghouse as follows:-

(i) Within 10 days after the commencement of each Quarter a sum, notified by the Factor to each proprietor from time to time, approximately equivalent to the proportion of the Common Charges estimated by the Factor as payable by such proprietor of that Quarter (hereinafter called "the quarterly deposit") and

(ii) Within 14 days after the receipt from the Factor by each proprietor of a copy of the statement of the Common Charges for that Quarter, the amount (if any) by which the proportion of Common Charges ascertained in accordance with the said statement exceeds the quarterly deposit paid. Any amount by which the quarterly deposit exceeds the amount ascertained in accordance with the said statement shall be retained by the Factor and taken into account by him in estimating the quarterly deposit for the subsequent Quarter. Any dispute or difference as to the amount payable by the proprietor of any dwellinghouse as shown in the said statement shall be determined by the Arbiter on application by the proprietor or the Factor, but the amount so shown and any arrears of quarterly deposits due shall be paid by the proprietor before the matter is considered by the Arbiter and the adjustment thereof, if any, shall be made and settled within 7 days after the Arbiter's decision has been intimated to the parties. The Factor shall have power to sue for and recover by legal process the amount of any quarterly deposit or other sum due and payable in terms of this Deed which has not been paid.

7. Insurance

In the event of damage to or destruction of the property or any part thereof

(i) each proprietor shall be obliged to restore or rebuild the same and repair the damage so far as affecting the dwellinghouse owned by him at his own expense

(ii) the proprietors of all the dwellinghouses in the property shall be obliged to restore or rebuild the same and repair the damage so far as affecting Common Parts at the expense of all the proprietors in the proportion of one equal share in respect of each such dwellinghouse, and

(iii) the proceeds of the common policy of insurance aftermentioned shall be applied so far as the same extend in discharge or reduction of the expense so incurred. The Factor shall effect insurance of the Property against damage or destruction by fire and other risks normally covered by a comprehensive insurance of residential property for the full replacement value of all dwellinghouses other than those owned by the Council. The amount for which such insurance is effected shall be determined from time to time by the Factor and intimated to the proprietor but the proprietor or proprietors of any dwellinghouse

in the Property, if he or they consider that such amount is excessive or inadequate, shall be entitled to have the amount fixed by the Arbitrator. The insurance shall be effected by a common policy in name of the Council and the Factor for behoof of the whole proprietors of dwellinghouses in the Property, other than the Council or by a block policy covering the Property and also other properties for behoof of the whole proprietors of dwellinghouses in the Property and the proprietors of such other properties or any part thereof. Any heritable creditors having securities over any of such dwellinghouses or over any part or parts of such other properties shall be entitled to have the common policy or block policy endorsed for their respective rights and interests. The proprietor or proprietors of each dwellinghouse in the Property, other than those owned by the Council, shall be liable, jointly with the proprietors of all other such dwellinghouses, to pay to the Factor punctually when due the annual premiums in respect of said common policy in the proportion of one equal share in respect of each such dwellinghouse. In the event of damage to or destruction of the Property or any part thereof

(i) the proceeds of a claim or claims under the said common policy and

(ii) an amount to be contributed by the Council in respect of each dwellinghouse in the Property then owned by the Council equal to the amount of said proceeds divided by the number of dwellinghouses covered by the said common policy shall be held in trust by the Council and/or the Factor and shall be used and applied at the sight of the Council and/or the Factor in or towards the reconstructing, rebuilding or repair of the Property.

8. Interest on Overdue Payments

All sums payable by the proprietor or proprietors of any dwellinghouse in the Property which are not paid punctually on the due date or within ten days thereafter shall bear interest at the rate of 10% per annum from the due date until payment.

9. The Factor

(a) The Factor shall be appointed and his appointment may be renewed or terminated

(i) so long as the Council are the proprietors of any of the dwellinghouses in the Property by the Council or

(ii) if the Council no longer own any dwellinghouses in the Property, by the Proprietors of the dwellinghouses in the Property in accordance with the provisions of Clause 10(c) hereof.

(b) The remuneration of the Factor and the terms and conditions of his appointment shall be determined from time to time by the persons entitled to appoint him.

(c) The Factor shall be responsible for the general management and administration of the Property and, without prejudice to that generality, he shall have the powers conferred on him and perform the duties imposed on him by this Deed and any other functions assigned to him in relation to the Property by the persons entitled to appoint him.

10. Meetings of Proprietor

(a) The Factor may at any time convene a meeting of all proprietors of dwellinghouses in the Property and shall convene such a meeting upon receipt of a written request signed by the proprietors of any dwellinghouse in the Property to be held at such reasonably convenient time and place as the Factor may determine. Notice of the time and place of any such meeting shall be given in writing by the Factor to the proprietors of all said dwellinghouses as appearing in the Valuation Roll current at the time and such notice shall be given not less than 7 days prior to the date of the meeting.

(b) At any such meeting

(i) the proprietor or proprietors of any of said dwellinghouses may be represented by any other person as his or their mandatory appointed by written mandate to attend, vote and act on behalf of the proprietor or proprietors granting the mandate,

(ii) the proprietors of a majority of the said dwellinghouses present in person or represented by a mandatory shall be a quorum,

(iii) the chairman of the meeting shall be appointed by the proprietors of said dwellinghouses present or represented by a mandatory and

(iv) all matters shall be determined, where necessary, by a majority of votes of the said proprietors or their mandatories present and voting, one vote being exercisable in respect of each dwellinghouse owned and in the event of an equality of votes the chairman having a casting vote.

(c) At any such meeting it shall be competent by a majority of votes of the proprietors or their mandatories present and voting

(i) to order to be executed any works of repair or maintenance and any renewals, and also any improvements, of the Common Parts or any part thereof,

(ii) to make any regulations which may be considered necessary or desirable for the preservation, use, cleaning and enjoyment of the Common Parts or any part thereof, and

(iii) subject to the provisions of Clause 9(a) of this Deed, to appoint the Factor and determine his remuneration and the terms and conditions of his appointment and to delegate to him the whole rights and powers exercisable by the proprietors in accordance with the provisions of this Deed; provided always that so long as the Council are proprietors of any dwellinghouse or dwellinghouses in the Property no decision or regulations made at any such meeting shall prevent the execution of any works upon the Common Parts or any part thereof which the Council shall consider necessary for the performance of their obligations or duties to occupiers or any part of the Property who may be tenants of the Council whether arising from the Housing (Scotland) Acts or otherwise, and the expenses of any such works shall form part of the Common Charges.

(d) Subject to the proviso to sub-clause (c) of this Clause all decisions and regulations made at any such meeting shall be binding upon each and all of the proprietors of dwellinghouses in the Property whether or not present in person or represented at such meeting and

whether or not consenters thereto unless any such proprietors shall within 30 days of the making of any such decision or regulations refer the matter to arbitration in accordance with Clause 11 of this Deed.

11. Arbitration

(a) All questions, disputes or differences which may arise between or among the Factor, the several proprietors of dwellinghouses in the Property, the Council and lessees of the Minerals, or any of them arising directly or indirectly from the provisions of this Deed or generally in relation to the Property or any part thereof shall be referred to the decision of the Dean of the Royal Faculty of Procurators in Glasgow as Arbiter, whom failing, by declinature or otherwise, an Arbiter to be appointed on the application of any person interested by the Sheriff Principal for the time being of South Strathclyde Dumfries and Galloway or any of his Sheriffs at Hamilton.

(b) The Arbiter may appoint an assessor and may order the execution of works and allocate the expenses of works and the costs of the references and decern accordingly.

(c) The decision of the Arbiter shall be final and binding upon the parties and upon all proprietors of dwellinghouses in the Property.

12. Real Burdens

The whole conditions, provisions, obligations, stipulations, declarations, servitudes, and others contained in this Deed are hereby created real burdens and conditions affecting the Property and any part thereof and shall be binding upon all proprietors of dwellinghouses in the Property and their respective executors and successors in all time coming, but reserving to the Council the right to waive or vary any or all of the said burdens and others without the consent of any other persons.

Burden 2

Feu Disposition by South Lanarkshire Council (who and whose successors are hereinafter referred to as "the Superiors") to Margaret Gibson Mooney and her executors and assignees, (who and whose successors are hereinafter referred to as "the Feuar"), registered 2 May.2002, of the subjects in this Title, contains the following burdens:

Notwithstanding the terms of the Deed of Conditions in Entry 1 the property therein described so far as laid out as and devoted to roadway, footpath and lane for public vehicular or pedestrian access shall remain as such and shall remain unbuilt on in all time coming and the Feuar shall be responsible for the costs of repair and maintenance of such roadway, footpath and lane in so far as not maintained by the appropriate Local Authority jointly with the remaining proprietors of the said tenement; There is hereby reserved to the Superiors and to any party deriving right from them or their predecessors a right of access for vehicular and/or pedestrian access over any such roadway, footpath and lane.

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

© Crown copyright 2024



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

2802
21/2/2003

TITLE NUMBER

LAN158243



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

70m

NS6061NE NS6161NW

Survey Scale

1/1250

CROWN COPYRIGHT © - This copy has been produced from the ROS Digital Mapping System on 30/11/2014 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.

