



Title Information: REN102199

Search summary

Date/Time of search	22-04-2024 10:14:58
Transaction number	SCO-17872083
User reference	FULT/1/1/DM/HL

Section A

REN102199

Property

Date of first registration	15-05-2000
Date title sheet updated to	28-10-2022
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	NS2775NW
Title Number	REN102199
Cadastral Unit	REN102199
Sasine Search	72481
Property address	2/2, 126 DRUMFROCHAR ROAD, GREENOCK PA154JG

Description

Subjects 2/2 126 DRUMFROCHAR ROAD, GREENOCK PA15 4JG within the land edged red on the Title Plan being the southmost dwellinghouse on the second floor above the ground floor of the Tenement 126 DRUMFROCHAR ROAD, tinted brown on the said plan together with a right in common with the proprietors of the remaining dwellinghouses in the said tenement in and to (a) the solum on which the said tenement is erected tinted brown on the said plan, (b) the common paths tinted blue on the said plan, (c) the common drying green tinted pink on the said plan, (d) the common bin store tinted yellow on the said plan, (e) the common close, passages, stairs, landings, staircase and walls enclosing the same, foundations, gables, outside walls, common attic roof space (where applicable), the roof and access thereto, the gutters and chimney stacks, but not chimney cans and (f) the common boundary walls and fences, the mutual division walls, water storage tank, all pipes and connections leading therefrom and thereto, all water pipes and mains, outfall drainage pipes, drainpipes and drains, sewers, gas pipes, electricity cables and transformers, telephone cables and wires, pylons, poles, stays, manholes or other appurtenances and all services in, on, under, through or over the subjects in this Title so far as used in common and the whole other common or mutual parts of the said tenement; and together also with a right to enter upon the said other dwellinghouses or any part thereof at all times for all necessary purposes provided that the Disponee in exercising this foresaid right shall be responsible for any loss, injury or damage thereby occasioned, the amount of such loss, injury or damage to be ascertained, failing agreement, by an Arbiter appointed by the Sheriff or North Strathclyde at Greenock.

Notes

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

REN102199

Proprietorship

GERARD ANGUS FULTON and TRACEY ANN MCGUINESS both 52 Tasker Street, Greenock, PA16 7ER equally between them and the survivor of them.

Entry number	1
Date of registration	09-03-2009
Date of Entry	22-01-2009
Consideration	£60,000

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Section C

REN102199

Securities

Entry number	1
Specification	Standard Security by said GERARD ANGUS FULTON and TRACEY ANN MCGUINESS to BANK OF SCOTLAND PLC incorporated under the Companies Acts (Company Number SC327000), Halifax Division, 1 Lovell Park Road, Leeds, West Yorkshire LS1 1NS.
Date of registration	09-03-2009
Entry number	2
Specification	Notice of Payment of Grant in accordance with the provisions of section 84 (1) of the Housing (Scotland) Act 2006 of £816.71 by INVERCLYDE COUNCIL incorporated under the Local Government etc. (Scotland) Act 1994, Municipal Buildings, Greenock to GERARD ANGUS FULTON and TRACEY ANN MCGUINESS, in respect of the subjects in this Title, containing conditions to be observed for 10 years from 11 Nov. 2016.
Date of registration	27-11-2017

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Section D

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Burdens

Number of Burdens: 2

Burden 1

Disposition by Inverclyde Council to Gerald McMurtie and another and their assignees, registered 15 May 2000, of the subjects in this Title, contains the following burdens:

1. There are reserved to the Council the whole mines, metals and minerals with power to the Council to work, win and carry away the same but so as not to enter upon the surface of the ground hereinbefore disposed and providing always that the Council shall be bound and obliged to satisfy and pay the whole damages which may be caused to any part of the said subjects through or in consequence of their working the said mines, metals and minerals and all questions as to liability and compensation failing agreement between the parties shall be determined by an arbiter mutually chosen and, failing agreement, by an arbiter appointed on the application of either party by the Sheriff of North Strathclyde at Greenock.
2. No buildings or erections, other than the dwellinghouse 126 Drumfrochar Road, Greenock and any other buildings or erections for which the Council's written approval was given prior to 15 May 2000, being the date of entry, shall be erected on the said subjects hereinbefore disposed and no external alterations or operations of any kind (including the fixing of television aerials or similar attachments and alterations to fences, railings or walls) shall be made to the said subjects without plans having been first submitted to and approved by the Council in writing, which consent shall not be unreasonably withheld; and no advertising board, card, plate or other notice shall be placed on or fixed to any part of the said subjects without the prior written consent of the Council.
3. The said dwellinghouse shall be used solely as a single dwellinghouse for the private occupation of one family only and the Disponee will be prohibited from using the said dwellinghouse and the remainder of the subjects hereinbefore disposed for the purpose of any trade, business or profession of any kind and that whether or not such trade, business or profession might in ordinary circumstances be deemed incidental to the ordinary residential use of the said subjects.
4. The said subjects hereinbefore disposed shall not be used for the keeping of any animal other than one dog or one cat or one caged bird at any one time and no breeding of any animal on the subjects shall be permitted.
5. The said subjects hereinbefore disposed shall not be used for the purpose of brewing, distilling, chemical works or manufacturing of any kind whatsoever and no licensed premises, public houses, warehouses or yards shall be erected, formed or kept on the ground nor shall the said subjects be used for the purpose of carrying on any handcrafts or selling therein any manner of goods or articles of any sort and nothing shall be done on the ground or within the said dwellinghouse or other buildings erected or which may be erected on the said subjects that may be deemed a nuisance or occasion disturbance to the Council or to adjoining proprietors or their respective tenants.
6. The Disponee shall be bound and obliged to maintain at his own cost and expense the said subjects hereinbefore disposed in good order, condition and repair and the Disponee shall also be bound and obliged to keep the said dwellinghouse and the said subjects in good

external decoration so as to be consistent in all respects with the remainder of the housing scheme or schemes in which the said subjects are situated; and the Disponee shall from time to time comply with and carry out, at his own cost and expense, any reasonable specification and programme of external decoration and/or necessary external maintenance, repairs or renewals as the Council may consider appropriate for said housing scheme or schemes, and in the event of the Disponee failing to so comply, the Council shall be entitled through their authorised employees or agents, to enter on to any part of the subjects hereinbefore disposed and undertake any external decoration, maintenance, repairs or renewals to the said subjects and recover the costs of so doing from the Disponee as a debt: Any open space in front of the said dwellinghouse shall be laid out as ornamental or garden ground or shrubbery and maintained as such by the Disponee at his own expense in a neat and tidy condition at all times to the satisfaction of the Council. 7. The Disponee shall be bound and obliged to insure the said subjects hereinbefore disposed and in particular the said dwellinghouse and shall keep the same constantly insured against loss or damage by fire and such other perils as are normally insured against by a prudent proprietor under a comprehensive Policy of Insurance to the extent of the full replacement or re-instatement value of the said subjects with a responsible established Insurance Company and shall when required by the Council exhibit to them the said Policy of Insurance and the receipts for the renewal premiums thereof which shall be paid within fourteen days of the due date thereof. In the event of the said subjects being destroyed or damaged by fire or by such other peril insured against, the disponee shall be bound and obliged to restore the said subjects as they stood before such destruction or damage and that within one year after such destruction or damage and in the case of damage or destruction by fire or such other peril insured against, the sum or sums, if any, to be received from the Insurance Company together with such additional sum as may be necessary, shall be expended in re-erecting the said subjects or repairing the damage done and in any event the said subjects shall be re-erected or restored so as to be in all respects consistent with the conditions of these presents and in accordance with plans and specifications to be previously approved in writing by the Council, it being understood that in the event of the Disponee failing to maintain in force such insurance, the Council shall have power to effect the insurance and to charge the Disponee with the premiums so disbursed with interest thereon at eleven per centum per annum. 8. There is reserved to the proprietors of the remaining dwellinghouses in the said tenement and others deriving right from them a right of access at all necessary times over so much of the subjects hereby disposed and all common areas as is necessary for all necessary purposes including maintenance and repair of outside walls, roof and others of the said tenement provided that the parties in exercising any of the aforesaid rights shall be responsible for any loss, injury or damage thereby occasioned, the amount of such loss, injury or damage to be ascertained, failing agreement by an Arbiter appointed by the Sheriff of North Strathclyde at Greenock. 9. There is reserved to the proprietors of the remaining dwellinghouses in the said tenement and others deriving right from them a right in common with the Disponee to the solum on which the said tenement is erected tinted brown on the Title Plan, the common drying green tinted pink on the said plan, the common paths tinted blue on the said plan, the common bin store tinted yellow on the said plan, the common close, passages, stairs, landings, staircase and walls enclosing the same, foundations, gables, outside walls, common attic roof space (where applicable), the roof and access thereto, the gutters,

chimney stacks (but not chimney cans), the common boundary walls and fences, the mutual division walls, water storage tank, all pipes and connections leading therefrom and thereto, all water pipes and mains, outfall drainage pipes, drainpipes and drains, sewers, gas pipes, electricity cables and transformers, telephone cables and wires, pylons, poles, stays, manholes or other appurtenances, and all other common parts, services or wayleaves in, on, under, over or through the said subjects hereinbefore disposed together with the right to enter upon the said subjects hereinbefore disposed or any part thereof at all times for all necessary purposes in connection with the said rights in common provided that said right of entry is exercised reasonably and provided also that the parties in exercising any of the aforesaid rights shall be responsible (but only in so far as attributable to their own actings) for any loss, injury or damage thereby occasioned to the said subjects hereinbefore disposed unless such loss, injury or damage may have arisen as a result of negligence on the part of the Disponee, the amount of such loss, injury or damage to be ascertained, failing agreement, by an Arbitrator appointed by the Sheriff of North Strathclyde at Greenock whose determination shall be final and binding on all parties concerned. 10. The Disponee shall be liable exclusively for the subjects hereinbefore disposed and along with the proprietors of the remaining dwellinghouses in the tenement shall be responsible for the maintenance and repair of and a one-sixth share of the cost of the maintenance and repair of and of keeping in good external decoration (which external decoration shall be consistent in all respects with the remainder of the said tenement and shall be carried out in compliance with any reasonable specification and programme of external decoration as the Council may from time to time consider appropriate for the housing scheme in which the said tenement is situated), the said solum, the said drying green, the said common paths, the said common bin store, the common close, passages, stairs, landings, staircase and walls enclosing the same, foundations, gables, outside walls, attic roof space (where applicable), roof and access thereto, gutters and chimney stacks (but excluding chimney cans), the common boundary walls and fences, mutual division walls, water storage tanks, all pipes and connections leading therefrom and thereto, all water pipes and mains, outfall drainage pipe, drain pipes and drains, sewers, gas pipes, electricity cables and transformers, telephone cables and wires, pylons, poles, stays, manholes or other appurtenances, and all other parts common and mutual to the said tenement and all other services in, on, under, through or over the said subjects hereinbefore disposed: Declaring that when a majority of the proprietors (counting one vote only per dwellinghouse) of the dwellinghouses within the said tenement consider it desirable that repairs be effected thereto they may instruct that the same be carried out and the remaining proprietors shall be liable, as shall all proprietors be liable for their one-sixth share of the cost thereof whether or not they were parties consenting to the said repairs being effected. 11. There is reserved in favour of the Council and all statutory undertakers a right of access to the said subjects hereinbefore disposed at all times for the purposes of laying, inspecting, renewing and repairing plant and equipment in or in connection with the said subjects together with all wayleaves and servitudes existing or required in connection therewith subject to making good all damage occasioned in exercise of this right. 12. The Council for as long as it may be the proprietors of any of the said six dwellinghouses hereinbefore mentioned shall be entitled to act as Common Factors or to nominate and appoint Factors in respect of the said dwellinghouses and said factors shall in addition to all normal functions for which the Factors may claim normal factorage and expenses be entitled to require all reasonable

maintenance and repairs to be carried out and any such requisition shall be binding on all proprietors of the said dwellinghouses: Declaring that in the event of the Council ceasing to be the proprietors of any of the said six dwellinghouses the proprietors thereof shall be entitled to nominate and appoint Common Factors as aforesaid on a majority basis each dwellinghouse having one vote and the said Factors appointed shall have the same powers as aforementioned. And we bind and oblige ourselves and our successors to insert, in so far as may be appropriate for the preservation of the amenity, unity or identity of the housing scheme area or areas in which the said subjects hereby disposed are situated, similar or reciprocal burdens, conditions and others in all dispositions to be granted by us of or relating to the remaining dwellinghouses in the said housing scheme area or areas.

Burden 2

Notice of Potential Liability for Costs in terms of section 12 of the Tenements (Scotland) Act 2004 by River Clyde Homes, a Registered Social Landlord, being also a Registered Scottish charity (charity number SC038584), registered as a company limited by guarantee under the Company Acts with registered number SC329031 having its registered office at Clyde View, 22 Pottery Street, Greenock PA15 2UZ as Property Factor Managers of 126 Drumfrochar Road, Greenock PA15 4JG, in respect of costs relating to maintenance or work described therein as General repairs, investment & environmental works, maintenance, insurance and management incurred from April 2013 to date together with general repairs, investment & environmental works, maintenance, insurance and management to be carried out in the future, in respect of the subjects in this title, dated 26th October 2022, registered 28th October 2022.

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LAND REGISTER
OF SCOTLAND

Officer's ID / Date

7956
31/10/2019

TITLE NUMBER

REN102199



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

70m

NS2775SW NS2775NW

Survey Scale

1/1250

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