



# Title Information: AYR64932

## Search summary

Date/Time of search 29-04-2024 08:20:51

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Transaction number SCO-17951250

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User reference

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**Section A****AYR64932**

## Property

<b>Date of first registration</b>	25-04-2005
<b>Date title sheet updated to</b>	18-05-2016
<b>Hectarage Code</b>	0
<b>Real Right</b>	OWNERSHIP
<b>Map Reference</b>	NS5637
<b>Title Number</b>	AYR64932
<b>Cadastral Unit</b>	AYR64932
<b>Sasine Search</b>	83854 Inter alia
<b>Property address</b>	2 GREEN STREET, DARVEL KA170AY

**Description**

Subjects 2 GREEN STREET, DARVEL KA17 0AY being the southmost house on the ground floor of the block 2,4,6 and 8 Green Street edged blue on the Title Plan; Together with the rights contained in Deed of Real Burdens in Entry 1 of the Burdens Section; Together also with (one) a one fourth pro indiviso share with the proprietors of the remaining dwellinghouses in said block in and to the access areas tinted blue on said Plan (two) a one fourth pro indiviso share with the proprietors of the remaining dwellinghouses in the said block in and to the common drying area tinted brown on said Plan, (three) a one fourth pro indiviso share with the proprietors of the remaining dwellinghouses in the said block in and to the common entry and stairs tinted yellow on said Plan.

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## Section B

**AYR64932**

Proprietorship

OLUGBENA VINCENT BAMGBOWU 14 Heathway, Tilehurst, Reading, RG31 5AP.

<b>Entry number</b>	1
<b>Date of registration</b>	18-05-2016
<b>Date of Entry</b>	04-04-2016
<b>Consideration</b>	£25,000

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## Section C

**AYR64932**

### Securities

There are no entries.

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## Section D

**AYR64932**

### Burdens

Number of Burdens: 4

#### Burden 1

Deed of Declaration of Conditions, recorded G.R.S. (Ayr) 2 Mar. 1982, by Kilmarnock and Loudoun District Council, Proprietor of those Blocks of dwellinghouses comprising four dwellinghouses in each Block and in which two houses are situated on the ground floor and two dwellinghouses are situated on the upper floor above the ground floor, together with the garden ground, drying greens, paths and accesses effeiring thereto (hereinafter referred to as "the said houses"). forming part of (I) 6.876 Acres of ground, (II) 9.665 acres of ground, (III) 1 acre 1 rood 18.84 poles of ground, (IV) 24 1/2 poles of ground, (V) 179.50 poles of ground, (VI) House 123 West Main Street, Darvel &c. (VII) 20 falls 14 ells of ground, (VIII) House 109 West Main Street, Darvel &c. (IX) 1 rood 28 ells of land, (X) subjects, in Burgh of Darvel, (XI) subjects, in Burgh of Darvel, (XII) 20 falls 14 ells of ground (under exception), (XIII)lands and others, in Burgh of Darvel, (XIV) (1) 20 falls 14 ells of land and (2) 20 falls 14 ells of land, (XV) 34 falls 24 ells of land, (XVI) 28 falls 9 ells of ground, (XVII) 28 falls 9 ells of land, (XVIII) 33 falls 26 ells of land, (XIX) 4.220 acres of ground, (under exception), (XX) 21 square poles 12 3/4 square yards of ground, (XXI) 16 square poles 13 1/2 square yards of ground, (XXII) 21.12 poles of ground, (XXIII) solum of former subjects 29, 31 and 33 East Main Street, Darvel, (XXIV) solum of former House 35 East Main Street, (XXV) solum of former House 37 East Main Street, (XXVI) subjects, in Village of Darvel, (XXVII) ground, on south side of East Donington Street, Darvel (XXVIII) ground, on south side of East Donington Street, (XXIX) (1) Steadings of ground and yard extending to 15 falls 11 ells of land and (2) Steading of ground and yard extending to 13 falls, (XXX) Steading of ground and yard extending to 13 falls 18 ells of land (XXXI) 796.6 square yards of ground (XXXII) 1 rood of land (XXXIV) 39 poles 14 3/4 square yards of ground, (XXXV) 2 roods 8 poles 2 1/4 square yards and 39 poles 16 1/2 square yards of ground, (XXXVI) subjects and others in East Main Street, (under exception), (XXXVII) solum of former Tenement of houses 80 East Main Street, (XXXVIII) 30.09 poles of ground, (XXXIX) solum of former House and Shop 88 and 86 East Main Street, (XL) solum of former House &c. 92 East Main Street, (XLI) solum of former House and others 96 East Main Street, (XLII) solum of former subjects 100 East Main Street, (XLIII) subjects in Barony of Loudoun, (XLIV) 0.658 acre of ground, (XLV) (1) 12 1/2 poles of ground and (2) 2 rooms and yard at back thereof, (XLVI) 28 poles 6 square yards of ground, (XLVII) 3.707 acres of ground (under exception), (XLVIII) 2.75 acres of ground, (under exception), (XLIX) 4.745 acres of ground, (L) 1.200 acres of ground, (LI) 6 acres 2 roods 35 poles (under exception) (LII) 2 poles 14 square yards of ground, (LIII) 163 poles of ground, (under exception), (LIV) 133 poles of ground, (LV) 288 poles of ground, (LVI) 2 pieces of ground extending to 322 poles and 9 poles 16 yards and (LVII) 2 plots of ground extending to 1.84 acres and 0.26 acre, of which the subjects in this Title form part, contains burdens &c., in the following terms, viz:

CONSIDERING that we have sold or are about to sell the said dwellinghouses and that it is desirable that we should set forth in writing 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 (including ourselves as proprietors of the said dwellinghouses while they remain unsold and in our ownership); NOW THEREFORE WE DO HEREBY SET FORTH AND DECLARE that the following are real burdens, conditions, provisions, limitations, obligations, stipulations, declarations and others under which the said subjects or any part thereof are to be held, conveyed or otherwise dealt with, videlicet:-

(FIRST)

Save as provided for in Clause (SECOND) hereof each aforementioned block of four 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, chimney stalks and heads (so far as serving the four dwellinghouses) all sewers, drains, water and soil pipes, 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 each aforementioned block of four dwellinghouses 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 four dwellinghouses, each such proprietor contributing a one-fourth share in respect of each house in his ownership;

(SECOND)

Notwithstanding the provisions of Clause (FIRST) hereof the water tanks, cisterns, water supply pipes and water mains, gas and electricity supply pipes and mains, common paths, accesses, railings, chimney stalks and heads, (so far as serving the ground and first floor dwellinghouse above only) hatchways and all other common items shared by the respective proprietors or occupiers of the ground floor and first floor dwellinghouses and forming one-half of a block of four dwellinghouses shall be maintained jointly by the respective proprietors of the respective ground floor and first floor dwellinghouses 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 four 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, walls, roofs, chimney heads, hatchways, paths, accesses, sewers, drains, water and soil pipes, cisterns, rhones, conductors, gas and electricity mains and other transmitters and pipes in or passing through or over each respective block of four dwellinghouses in so far as we have right thereto; 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 four dwellinghouses as at present;

Declaring that the proprietor of a dwellinghouse situate on the upper floor above the ground floor shall have the exclusive right to use the roof space so far as the same extends over his dwellinghouse for storage purposes;

(FOURTH)

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

(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 the respective block of four dwellinghouses in good order and repair; No external alterations including the colour of paintwork of the external walls (but not the colour of external paintwork on the windows or external doors) shall be made by the proprietor of any one dwellinghouse except with the prior written consent of the proprietors of the remaining houses in the respective block of four dwellinghouses;

(SIXTH)

Notwithstanding that any dwellinghouse to which these presents apply may be sold by us we shall be entitled

(a) to select the Insurance Company (subject to agreement with the proprietor as to which Company is to be selected) with whom such a dwellinghouse is to be insured;

(b) to insure for its full reinstatement value such a dwellinghouse with the Insurance Company so selected 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;

(c) to pay the premiums payable to the Insurance Company for such cover and

(d) to recover the cost of such premiums from the proprietor of such a dwellinghouse.

Declaring that in determining the reinstatement value of any dwellinghouse insured in terms of the foregoing we shall serve a written notice upon the proprietor intimating the

reinstatement value for which the subjects specified in the said notice are proposed to be insured, and failing any objections being lodged as aftermentioned we shall be entitled to proceed to insure the dwellinghouse for the reinstatement value specified in the said notice; In the event of the proprietor on whom notice of reinstatement value has been served intimating to us in writing that he objects to the reinstatement value specified in the said notice within Fourteen days of the date thereof, then 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 Arbitrator in terms of Clause (THIRTEENTH) 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 annual review and the proprietor shall be bound and obliged to notify the Council and 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 proprietor of the dwellinghouse 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 damaged forms part; FURTHER DECLARING that the foregoing provisions shall have force and effect for so long as we continue to be the proprietors of not less than one dwellinghouse in the block of four dwellinghouses and upon our ceasing to be a proprietor of any dwellinghouse in any of the blocks of dwellinghouses to which the foregoing provisions apply then the respective proprietors of the dwellinghouses in any 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 proprietors of such dwellinghouse shall relieve the proprietors of the remaining dwellinghouses in the respective block of four 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 four 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 such block a written notice



specifying the common repairs to be executed and the estimated cost thereof. In the event of any of the proprietors on whom 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 be referred to an Arbiter in terms of Clause (THIRTEENTH) hereof; DECLARING that in the event of an emergency we shall not be bound to give any notice to the other proprietors in any block of 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 dwellinghouses their respective share of such emergency repairs to such common items in accordance with the provisions of Clauses (FIRST) and (SECOND) hereof;

(EIGHTH)

For so long as we continue to be proprietors of not less than one dwellinghouse in a block of four 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 external doors) and

(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 proprietor of at least one dwellinghouse in a block of four 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 four 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 three 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 three 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 of common or mutual repairs;

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

(c) to appoint one of their members to act as 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 period 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 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 (THIRTEENTH) 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 four 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 insurances specified in Clause (SIXTH) hereof;

(TENTH)

The respective proprietors of the dwellinghouses in a block of four dwellinghouses shall be liable jointly with the adjoining proprietor for the cost of maintaining and keeping in repair the boundary walls, fences or hedges in so far as the same are common or mutual;

(ELEVENTH)

The garden ground pertaining to any dwellinghouse shall 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 garden ground fronting any dwellinghouse except with the consent of the other proprietors in the block of which the dwellinghouse forms part; The garden ground pertaining to any dwellinghouse shall not be used for the keeping of livestock;

(TWELFTH)

The dwellinghouses 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 except with the consent of the remaining proprietors in the block of which the dwellinghouse forms part;

(THIRTEENTH)

All questions arising between the respective proprietors as to the true intent 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;

(FOURTEENTH)

The real burdens, conditions, provisions, limitations, obligations, stipulations, declarations and others hereinbefore written shall constitute the basis on which each block of four dwellinghouses shall be held by us and our successors and assignees whomsoever and shall be binding on and be operative against us and them to the same effect as if we and them had been parties and signatories.

Note: The above Deed of Declaration of Conditions is modified by the Deed of Amendment of Deeds of Declaration of Conditions in Entry 2.

Note: The conditions in the foregoing Deed of Conditions are affected by the Minute of Waiver in Entry 4.

## **Burden 2**

Deed of Amendment of Conditions, recorded G.R.S. (Ayr) 20 Apr. 1984, by Kilmarnock and Loudoun District Council, Proprietor of those blocks of dwellinghouses commonly known and referred to as "four in a block dwellinghouses" with garden ground, drying greens, paths, accesses and boundary fences effering thereto, part of subjects referred to in the Deed of Conditions in entry 1, declares as follow, viz:

CONSIDERING THAT we have resolved to amend the said Deed of Declaration of Conditions in certain respects, NOW THEREFORE (In the First Place) WE DO HEREBY waive the condition (Sixth) in the said Deed of Declaration of Conditions and substitute therefor the following condition, videlicet: -

"Upon any 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 Director of Finance 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 (Thirteenth) of

the said Deed of Declaration of Conditions. 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 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 a block of four dwellinghouses and upon our ceasing to be a proprietor of any dwellinghouse in any of the blocks of dwellinghouses to which the foregoing provisions apply then the respective proprietors of the dwellinghouses in any 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 proprietors of such dwellinghouse shall relieve the proprietors of the remaining dwellinghouses in the respective block of four dwellinghouses of the amount of such increase" and (In the Second Place) WE DO HEREBY DECLARE that the said subjects shall be held, conveyed or otherwise dealt with under the following real burdens, conditions, reservations and others videlicet:-

(First) any water cistern located in the roof space of a first floor dwellinghouse to which these conditions apply which is common to the ground floor dwellinghouse below shall together with any water pipes connected to the same be subject to a servitude right of use and access for all necessary purposes in favour of the proprietor of the said dwellinghouse below and the proprietors of the said ground floor and first floor dwellinghouses respectively shall not be entitled to interfere with or to disconnect the supply pipes serving the other's dwellinghouse so as to deprive the other dwellinghouse of a water supply from the said common cistern.

(Second) there is hereby reserved a servitude right of wayleave in favour of us the said Kilmarnock and Loudoun District Council and our successors and any other person or persons interested therein for any line or lines of drains, sewers, water, gas, electricity,

telegraphic plant and other communication and other pipes, lines and cables under, in upon, over, along or across the said dwellinghouses and the garden ground and accesses effeiring thereto presently existing or which we and our successors 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 dwellinghouses along the presently existing routes thereof and by such route or routes as we and our successors may consider reasonable and convenient but not passing under the buildings presently erected, together with a right of access to all the said drains, sewers, water, gas, electricity, telegraphic plant and other communication and other pipes, lines and cables or any of them and the route or routes 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 by any of them for the purposes of laying, inspecting, clearing, maintaining, repairing or renewing the 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.

### **Burden 3**

Deed of Real Burdens, registered 25 Apr 2005, by East Ayrshire Council, Proprietor of the two blocks of four flatted dwellinghouses 2, 4, 6 and 8 Green Street, Darvel and 12A, 12B, 12C and 12D east Donnington Street, Darvel, part of (First) Disposition to Kilmarnock and Loudon District Council, recorded G.R.S. (Ayr) 24 Jan 1985, (Second) Disposition to Provost Mags &c. of the Burgh of Darvel, recorded G.R.S. (Ayr) 22 Nov 1939, (Third) Disposition to Provost Mags &c. of the Burgh of Darvel, recorded G.R.S. (Ayr) 28 Oct 1939, (Fourth) Disposition to Darvel Town Council, recorded G.R.S. (Ayr) 27 Oct 1939, of which the subjects in this Title form part, sets forth and declares real burdens &c in the following terms:

PART A - DEFINITIONS In the Clauses here following these expressions shall have the meaning shown immediately opposite.

#### Common Parts

- (1) the solum of each respective block aftermentioned;
- (2) the foundations, gables and outside walls of each respective block (but excluding all doors and door frames, windows and window frames and entrance steps, plats and balustrades which shall be maintained and repaired at the exclusive expense or joint expense of the proprietor or proprietors using the same);
- (3) the attic space, roof, chimney heads (but not chimney cans which shall be maintained and repaired at the exclusive expense of the proprietors of the dwellinghouses to which they pertain) and any hatchway leading to the roof;
- (4) all boundary walls, fences, hedges, railings and others;
- (5) main water supply pipes, tanks, cisterns, sewerage and drainage pipes, rhones, gutters, downpipes, gas and electric mains and other pipes, cables, wires and transmitters; and

(8) such other parts and pertinents, fixtures and fittings of or in connection with each said respective block as are common or mutual to the proprietors of the dwellinghouses in said block.

#### Block

The block of four flatted dwellinghouses comprising 2, 4, 6 and 8 Green Street, Darvel and the block of four flatted dwellinghouses comprising 12A, 12B, 12C and 12D East Donnington Street, Darvel and shall (where the context permits or requires) include the curtilage of same and any buildings and other erections constructed on said curtilage.

#### The Council

The East Ayrshire Council.

#### Dwellinghouse

Any flatted dwellinghouse part of each aforementioned block, together with (where the context permits or requires) any garden ground, drying green or other unbuilt upon ground pertaining to the same and any other buildings or structures erected thereon.

### PART B - COMMUNITY BURDENS

The following community burdens are imposed on each respective block:-

#### 1. RIGHTS IN COMMON PROPERTY

The proprietor of each dwellinghouse in the block shall have a right in common with the other proprietors in the block to the common parts.

#### 2. COMMON PARTS - MAINTENANCE

2.1 Each block of dwellinghouses shall be held by the proprietors thereof in all time coming under the burden of upholding and maintaining jointly in good order and repair and renewing if necessary the common parts. Each proprietor being liable for a one fourth share of the expense of such maintenance or renewal.

#### 3. DWELLINGHOUSE MAINTENANCE OBLIGATION

3.1 Each proprietor shall be bound at his own expense in all time coming to maintain in good order and repair and when necessary re-erect his dwellinghouse. In the event of partial or total destruction of the said dwellinghouse from whatever cause arising, the proprietor shall be bound to make good the damage to or re-erect the said dwellinghouse within one year of such partial or total destruction. The proprietor shall not make any internal alterations to the said dwellinghouse which would affect or be likely to affect the stability of the said block nor any external alterations or additions to the said dwellinghouse nor shall they erect or affix to any part of the dwellinghouse any additional buildings, walls or fences, or any television aerials or similar attachments.

3.2 Each proprietor shall at all time keep the said dwellinghouse painted and in good condition and shall keep all the internal driveway and pathways forming part of the dwellinghouse free and rid of weeds, and the grass thereof cut, and the whole hedges thereof pruned. And each proprietor shall likewise keep any ground forming part of his dwellinghouse free from the undue deposit of waste or other materials or articles and keep the dwellinghouse in a neat and tidy condition.

3.3 Each proprietor shall be entitled to access over and through the other dwellinghouses in the block for the purpose of carrying out repairs to and maintenance of his dwellinghouse and through the hatchway leading to the roof for the purpose of cleaning vents and all other necessary purposes and;

3.4 Each proprietor shall have a right to continue to use the sewers, drains, gas, water and other pipes and electric cables serving his dwellinghouse and/or subjects within the block with right to enter, examine and lay open the ground pertaining to such subjects near or adjoining such dwellinghouse along the line of such sewers, drains, gas, water and other pipes and electric cables for the purpose of inspecting, maintaining, repairing, altering or renewing the said sewers, drains, gas, water and other pipes and electric cables and for any other necessary purposes; Declaring

(1) that in respect of sewers, drains, gas, water and other pipes and electric cables belonging solely to each proprietor, that proprietor shall be bound at his expense to restore, or

(2) that in respect of sewers, drains, gas, water and other pipes and electric cables belonging jointly to such proprietor and other proprietors in the block, that proprietor shall be bound to conjoin with the other proprietors in the block and pay an equal share along with them of the cost of restoring such ground to its former state and condition and in making good any damage which such ground may sustain through the operation necessary for the exercise of the said right; And in the event of any dispute arising between such proprietor and other proprietors in the block as to the rights and obligations of the parties under the immediately preceding clause such dispute shall failing agreement in writing between the parties concerned be determined by arbitration in manner herein specified;

#### 4. USE

4.1 Each dwellinghouse and any building erected in substitution therefor shall be used as a self-contained dwellinghouse only and shall not at any time be used for any purpose other than as a dwellinghouse and the said dwellinghouse and any building erected in substitution therefor shall not at any time be converted into a shop or business or commercial premises and no business nameplate, sign or advertisement of any kind shall be affixed or displayed anywhere on the dwellinghouse and in particular, but without prejudice to the foregoing generality, the said dwellinghouse shall not at any time be used for the purpose of keeping a public house or tavern or clubhouse licensed for the sale of excisable liquor or for the purpose of selling or keeping for sale spirits, wines or liquors; Further no trade or manufacture shall be carried on within the dwellinghouse nor shall any use be made thereof which shall be deemed a nuisance or which may occasion disturbance or annoyance to any

of the neighbouring proprietors or their tenants or may injure the amenity of the neighbourhood. The proprietor of any dwellinghouse is prohibited from keeping in any part of his dwellinghouse poultry, ducks, pigeons, rabbits, bees or other livestock or from breeding dogs or cats and shall not be entitled to keep more than one dog or cat at his dwellinghouse which dog or cat will not prove a nuisance to adjoining proprietors or occupiers.

4.2 The garden ground forming part of any dwellinghouse shall so far as lying in front of the rear building line of the said block be used only as ornamental or garden ground or shrubbery or driveway, or pathway and; such garden ground so far as lying behind said building line shall be used exclusively for bleaching and drying clothes or as the site of a garage, hut or greenhouse, but for no other purpose whatever; and the whole of such garden ground shall be kept in a clean and tidy condition.

## 5. FENCES

Each proprietor will be bound to conjoin with other proprietors interested therein in the erection in so far as not already done and thereafter in the maintenance and renewal of the boundary fences, walls or hedges enclosing his dwellinghouse Declaring that

(First) no fence, wall (other than the walls of the said block) or hedge within or enclosing said dwellinghouse so far as lying in front of the front building line of the said block shall exceed one metres in height,

(Second) no fence, wall (other than the walls of the said block) or hedge within or enclosing said dwellinghouse so far as lying behind the front building line of the said block shall exceed two metres in height, and

(Third) where the ground forming part of said dwellinghouse so far as lying in front of the front building line of the said block is laid out and maintained as or as part of an open plan garden scheme, no walls fences or hedges of any description shall be erected or planted thereon.

6. INSURANCE Each proprietor shall be bound to keep his dwellinghouse and any building, erected in substitution therefor constantly insured against loss or damage by fire and other domestic perils for the full reinstatement value thereof and to produce to the other proprietors in the block from time to time when required the Policy of Insurance and termly receipts for the payment of premiums and in the event of such dwellinghouse being destroyed or damaged by fire or such perils the proprietor shall be bound to apply the amount recovered from the Insurers in restoring such dwellinghouse or the part thereof destroyed or damaged to its former condition.

## 7. APPOINTMENT OF FACTOR

In the event of the Council declining to exercise their rights of supervision and management as hereinafter specified or in the event of the Council having no proprietary right in the said block, a majority of proprietors of the said block (counting one vote for each dwellinghouse) at a meeting convened by the proprietors of any two such dwellinghouses of the said block



upon fourteen days notice in writing being given to the remaining proprietors of the said block shall have the right to appoint a factor who will be responsible for instructing and supervising the works to the common parts in the block and for apportioning the cost thereof amongst the proprietors. The decision of a majority of the proprietors of the dwellinghouses in the said block as to what common repairs, maintenance and decoration are from time to time necessary or advisable and as to the extent and nature thereof shall be final and binding upon all. If there is no majority the Council will be entitled on a reference to them by the proprietors calling the meeting to arbitrate on the matters at issue.

## 8. ARBITRATION

All matters which fall to be determined by arbitration in accordance with the specific provisions to that effect herein contained (excluding only the reference to arbitration in Part B Clause 7 hereof) shall be submitted to the amicable and final decision of a single arbiter to be appointed by the parties or failing agreement by an arbiter to be appointed by the Sheriff of South Strathclyde, Dumfries and Galloway at Ayr on the application of any interested party; And the parties bind themselves to implement to each other whatever the arbiter shall determine by decree or decrees arbitral, interim, partial or final and the parties consent to the registration of all such decrees-arbitral for preservation and execution.

## PART C - MANAGER BURDENS

The block is subject to the following manager burden in favour of us the Council:-

9. The Council shall so long as they have a proprietary interest in any part of the block have full power and authority to instruct and have executed from time to time such works as they in their sole discretion consider necessary or desirable for the maintenance, repair and if necessary the renewal of the common parts and services of the block and each proprietor shall be bound to pay a one fourth share of the cost thereof, together with an additional sum equivalent to five per centum thereof in respect of administrative costs incurred by the Council and that within fourteen days of the same being demanded.

## Burden 4

Minute of Waiver by East Ayrshire Council, registered 25 Apr 2005, modifies the Deed of Conditions in Entry 1, as follows:

Do hereby waive the whole terms and conditions insofar as pertaining to the subjects in the 26, 27 and 28 place being the subjects described in (One) Disposition to James Lawson, recorded G.R.S. (Ayr) 14 Jan 1878, (Two) Disposition to Provost Mags &c. of Burgh of Darvel, recorded G.R.S. (Ayr) 28 Oct 1939 and, (Three) Disposition to Provost Mags &c. of Burgh of Darvel, recorded G.R.S. (Ayr) 22 Nov 1939.

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LAND REGISTER  
OF SCOTLAND

Officer's ID / Date

2719  
5/10/2015

TITLE NUMBER

**AYR64932**



ORDNANCE SURVEY  
NATIONAL GRID REFERENCE

70m

NS5637

Survey Scale

1/2500

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