

Dalia Katoola

From: [REDACTED]
Sent: 25 September 2019 12:28
To: Amna Ashraf
Subject: CSN 19/082710
Attachments: INVOICE-9114-A0492363.pdf; GLA172502 - Title Plan.pdf; GLA172502 - Title sheet.pdf

Our Ref CSN 19/082710

Dear Amna ,

Thank you for your enquiry of 23rd September 2019. The Title Number for the property is GLA172502 . Please find these Title Sheets attached. Details of the current registered proprietors and price paid can be found in the B. Proprietorship section.

For further details on our Land and Sasines Registers, please visit our website at:
[Searching the Registers](#)

An invoice in respect of our services is also attached and is payable now.

If you have any problems viewing these attachments, or need any further information, please do not hesitate to contact me quoting the above reference number.

YVONNE RENNIE // Property Information Team
T // 0131.659 6111 // Ex. 3809

Registers of Scotland

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Please consider the environment – do you really need to print this email?

From: Customer Services
Sent: 23 September 2019 09:42
To: Search Team <[REDACTED]>
Subject: FW: Order title deeds

Registers of Scotland

www.ros.gov.uk



Please consider the environment – do you really need to print this email?

From: Amna Ashra [REDACTED]
Sent: 23 September 2019 09:38
To: Customer Services
Subject: Order title deeds

Hello there,

Can I please order an emailed copy of the title deeds for the following property:

Flat 7, 15 Princes Gardens, Glasgow, G12 9HR

The invoice is to be raised for our Glasgow office please.

Kind regards,

Amna Ashraf
Associate

McGill & Co Solicitors

Glasgow Office: 2nd Floor, 8 Elmbank Gardens, Glasgow, G2 4NQ. Tel: 0141 248 6552
Edinburgh Office: 34 Lochrin Buildings, Edinburgh, EH3 9ND. Tel: 0131 228 2083



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LAND REGISTER OF SCOTLAND

Officer's ID / Date

5170
29/1/2004

TITLE NUMBER

GLA172502



ORDNANCE SURVEY NATIONAL GRID REFERENCE

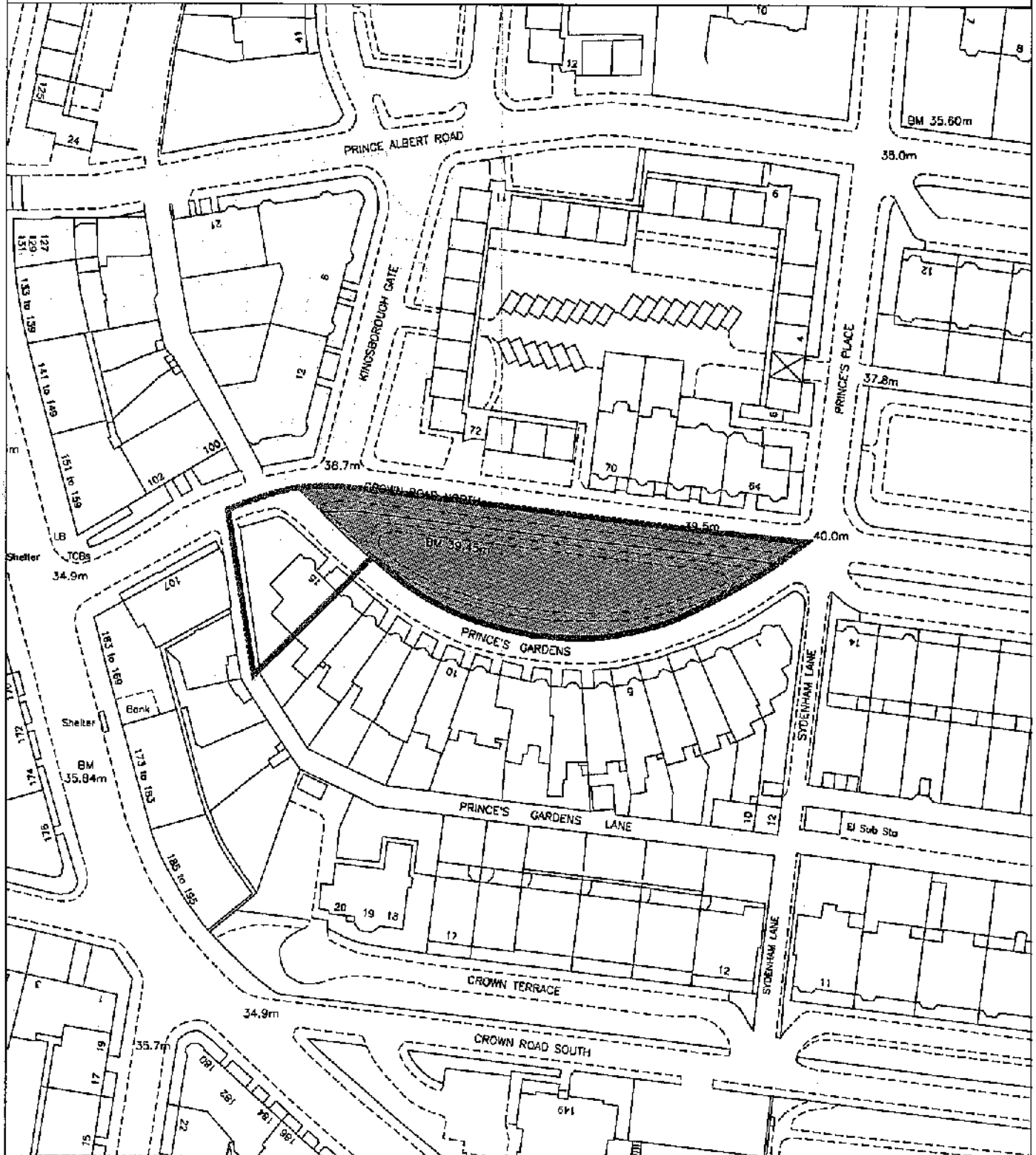
70m

NS5567SE NS5667SW

Survey Scale

1/1250

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Title Information: GLA172502

Search summary

Date/Time of search	26-09-2019 12:22:16
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Transaction number	SCO-03684819
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User Reference	
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Section A**GLA172502**

Property

Date of first registration	20-11-2003
Date title sheet updated to	03-08-2015
Date land certificate updated to	06-06-2014
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	NS5567SE
Title Number	GLA172502
Cadastral Unit	GLA172502
Sasine Search	<u>164144</u>
Property address	FLAT 7, 15 PRINCES GARDENS, GLASGOW G12 9HR
Description	Subjects FLAT 7 15 PRINCES GARDENS, GLASGOW G12 9HR within the land edged red on the Title Plan being the flat on the top or second floor above the ground floor of the Tenement 15 PRINCES GARDENS.
Notes	1. The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Contract in Entry 1 of the Burdens Section.

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Section B**GLA172502**

Proprietorship

JL PEEL LIMITED PARTNERSHIP a limited partnership registered in Scotland (Registered Number SL021533) whose principal place of business is at Quartermile One, 15 Lauriston Place, Edinburgh, EH3 9EP.

Entry number	1
Date of registration	03-08-2015
Date of Entry	31-07-2015
Consideration	£355,150

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Section C

GLA172502

Securities

There are no entries.

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Section D

GLA172502

Burdens

Number of Burdens: 2

Burden 1

Feu Contract containing Feu Disposition by the Dowanhill Estate Company Limited ("the First Party") to Clara Fernihough or Agar ("the Second Party") and her heirs and assignees, recorded G.R.S. (Glasgow) 16 May 1894, of the plot of ground containing 995 square yards 4 square feet of which the subjects in this Title form part, with pro indiviso share in the plot of pleasure ground tinted pink on the Title Plan, contains the following burdens:

(First) Excepting always and Reserving the whole coal, shale, limestone, ironstone, freestone, whinstone and other metals and minerals in said lands, with full power to the first party and their successors to work, win, and carry away the same, they being always liable to the second party and her foresaids, for any damage which may be occasioned by the said operations; (Second) The Second party and her heirs and executors, jointly and severally, and also her assignees and disponees whomsoever, shall be bound in so far as not already done, forthwith to erect and finish, and in all time coming to maintain on said plot of ground hereinbefore disposed a self contained lodging or dwellinghouse not exceeding three square storeys in height above the sunk storey or the level of the road, with the necessary office houses behind the same, for the use of the occupiers therein: Which lodging or dwellinghouse shall be of a superior class and of a handsome style of architecture, the elevation and general appearance being not inferior to the houses already erected in Crown Gardens, and shall be built in a substantial manner of stone and lime, and be covered with slates, the front walls being of polished ashlar stone of a white pile; which lodging shall be capable of yielding and shall yield in all time coming, a free yearly rental equal to at least £43 6s. 4d. sterling; Declaring that it shall not be lawful to nor in the power of the second party or her foresaids, at any time hereafter, to erect upon the ground behind said lodging or dwellinghouse, any buildings, except a greenhouse and offices for the use of the said lodging, and which offices shall be erected against the back wall of said lodging, and shall be limited to the necessary coal cellarage, larder, and washing house accommodation for said lodging, and which Greenhouse and offices shall not be more than one storey in height, of not more than fifteen feet to the ridge of the roof; and ashpit accommodation for said dwellinghouse, if required, shall be similar to that provided for the houses already erected in Crown Terrace: And in respect buildings of the description foresaid, have been erected, or are in course of erection and completion on said plot of ground, no alteration thereon or addition thereto affecting their external appearance shall thereafter be made; And no buildings other than those of the above description and height shall be erected or allowed on said plot of ground, except a conservatory or similar building not exceeding one storey in height, which may be erected against the north west gable of said dwellinghouse; And no stables shall be erected or set down on, and no offensive use or occupation made of allowed of the said offices on the background behind said buildings; Declaring that said plot of ground above disposed shall be burdened with one half of the expense of maintaining in all time coming the mean gable and walls, the central lines of which form boundaries of said plot of ground, and that said gable and walls shall be common to the respective proprietors accordingly. The building line, so far as fronting Princes Gardens, shall be in a crescent form. The back ground of said plot of ground

shall be enclosed by a stone parapet wall or cope and iron railing of a sufficient height; which wall or cope and railing shall be maintained in good order by the second party and her foresaids in all time coming; And the second party and her foresaids, before proceeding to build any erections not presently on the ground before disposed, shall always be bound to submit the plans and elevations of her proposed buildings to the first party and their foresaids, and obtain their approval thereof, before beginning to build: Declaring that no alterations shall be made on the exterior of the said buildings now erected or in course of being erected, and no additions made thereto, and no further buildings erected on the ground before disposed other than those above specified; which declaration shall be enforceable by any of the proprietors of Princes Gardens; (Third) The Second party and her foresaids shall keep the said lodging with the offices always insured in a respectable insurance office in name of the first party and their foresaids, to the extent at least of £541 5s. 2d. sterling, and shall regularly pay the premiums of insurance thereon: And failing the second party keeping up said insurance, the first party may effect the same themselves, and charge the second party and her foresaids with all premiums advanced by them, with interest thereon at five per centum per annum from the date of advance: And in the event of said buildings being injured or destroyed by fire, the sum recovered under the insurance shall be applied at the sight of the first party or their foresaids in repairing or rebuilding the houses or buildings so destroyed or injured; (Fourth) The second party and her foresaids shall be bound and obliged to erect, so far as not already done, and maintain in all time coming along the south side of Crown Road North (excepting that portion thereof which is intended to form the entrance to the carriage way after mentioned), and at the distance of twenty feet from the centre of said road, a parapet wall of ashlar, not more than three feet high, surmounted by an ornamental iron railing, for the purpose of enclosing the ornamental pleasure ground before mentioned, all in line with the parapet wall and railing already erected in front of Crown Gardens; (Fifth) The second party binds and obliges herself and her foresaids to erect, so far as not already done, and maintain in all time coming, along the front of said lodging or dwellinghouse an ornamental iron railing or balustrade of a style and height approved of by the first party's surveyor: And the same shall be fixed into a stone cope, which shall be at the distance of fifteen feet from the face of the main front wall of the lodging erected or to be erected on said plot of ground, and the intervening space shall remain open and unbuilt upon (except as regards the stair and door plot of said lodging) in all time coming, and shall be used as a grass plot in connection with said lodging or dwellinghouse; Declaring further that the second party and her foresaids shall be bound and obliged to make, so far as not already done, and maintain or pay the expense of making and maintaining in all time coming on said plot of ground in front of said railing or balustrade a pavement of five feet in breadth from the outer face of the copestone of said railing, with a carriage way outside the same, fifteen feet in breadth; And which said pavement and carriage way shall be mean and common for the purpose of free ish and entry, and amenity to the whole proprietors of the lodgings in Princes Gardens; (Sixth) The pro indiviso share and interest in the said plot or area of pleasure ground before described shall remain open and unbuilt upon in all time coming, and shall be laid out and maintained as ornamental pleasure ground, and be used as such by the second party and her successors in the said plot of ground hereby disposed, along with the proprietors or occupants of the remaining lodgings in Princes Gardens, on whom the first party have conferred or may confer the right, and by no others, and shall be enclosed, laid out, drained, dressed, planted, ornamented and preserved at the expense of the parties having right thereto, and that in proportion to the extent of their respective frontages to said Princes Gardens, declaring that for the purposes of contribution to such expense, the frontage of the plot of ground before disposed to Princes Gardens shall be considered as not exceeding eighty three feet three inches; Declaring that should there be at any time any difference of opinion as to the

maintenance of said pleasure ground, or the laying out draining planting or ornamenting thereof, the same shall be settled according to the desires of the majority of the proprietors of said lodgings for the time being who have right to the use of said pleasure ground; (Seventh) The proprietors of said Princes Gardens shall be bound, so far as not already done, suitably to light said carriage way and the entrance thereto, and to contribute a rateable proportion according to the extent of their respective frontage, of the expense of erecting and maintaining the necessary pipes and suitable gas lamps and fittings; and the supply of gas, and the expense of lighting the same, the frontage of the said plot for this purpose also being considered as not exceeding eighty three feet three inches; (Eighth) The second party and her successors in the plot of ground hereby disposed shall be bound, so far as not already done, to make or pay the expense of making and in all time coming to maintain or pay the expense of maintaining the one half of the said lane to the south west, and that in so far as said lane passes along the ground hereby disposed, which lane shall be fifteen feet in width; (Ninth) In feuing out or disposing the ground in Crown Road North immediately opposite the foresaid plot of pleasure ground, the first party and their successors shall be bound to insert in the Feu Contracts or Conveyances thereof, a clause restricting the buildings to be erected thereon to houses which shall not be of an inferior class, and which shall be of an equally good elevation to the house erected on the ground hereby disposed, and declaring that the fronts of said houses shall be to the said Crown Road North, and the said ground in Crown Road North immediately opposite to the foresaid plot of pleasure ground is restricted to, and there shall only be erected thereon, buildings of the description last mentioned, which shall front said road; which obligation and restriction are hereby constituted real liens on the said ground in Crown Road North belonging to the first party, in favour of the plot of ground hereby disposed, and the proprietor thereof for the time being; (Tenth) The second party and her foresaids shall contribute a rateable proportional part for said plot of ground, as the same shall be determined by the Surveyor or Surveyors for the time being of the Estate of Dowanhill, of the expense of laying, making, and maintaining the drains and sewers formed and to be formed in Crown Road North and in any part of the plot of ground hereby feued, in so far as extending along or passing through said plot of ground and also of maintaining Crown Road North, and the roads in or upon the said feu, but only in so far as the same may not be made and maintained by the Commissioners of Police of Partick, or other public body: And the first party and their successors and feuars and all others to whom they may communicate the right, or who are already in right to do so, shall be entitled to connect their drains and sewers with said drains and sewers formed or to be formed as aforesaid; And the first party and their foresaids shall also have full power and liberty at any time to open up any part of said road or the plot of ground hereby feued other than the portion thereof occupied by buildings for the purpose of making or repairing drains or sewers, and laying or connecting pipes through the same, they being always bound to restore said lands to a proper state of repair after such operations are completed, and the cost of opening up and restoring the ground being held to be part of the expense of making and maintaining said drains and sewers; (Eleventh) The first party and their foresaids, and their own and their authors' other feuars, who are already entitled, and those to whom they may communicate the right, shall be entitled to use the whole of the foresaid roads, streets, lanes, drains, and sewers hereinbefore mentioned, free of charge; And the first party and their foresaids shall also have right to form other roads, streets, lanes, drains, and sewers, to communicate therewith; (Twelfth) It shall not be lawful to nor in the power of the second party or her foresaids to make use of any part of the lands before disposed for depositing of dung or rubbish, nor to carry on upon the same, or any part thereof, any business of malting, brewing, distilling, tanning of leather, making of soap or candle, soda, glue, or any refining, or treating sugar, manufacturing chemicals, dye-stuffs, or manures, melting of tallow, distilling or boiling of oil, nor to erect or carry on upon any part of the

said lands, any cotton spinning or weaving by power loom manufactories, dye works, glass works, potteries, forges, smithies coppersmith or tinsmith works, foundries of brass or iron, or other metals, nor any other manufactories or works, nor to erect steam engines, nor to carry on any trade or business whatever, though not above specified which may be considered injurious, nauseous, offensive, or hurtful, or which may occasion annoyance to the neighbouring feuars and disponees of the lands of Dowanhill, in whose favour it is hereby declared that this provision shall operate as a servitude on said lands before disposed now and in all time coming: And further the second party and her foresaids shall not dig any clay, nor make nor burn any brick or potter work out of or upon the ground of the said lands: And it is hereby expressly provided and declared that the second party or her foresaids, on contravening or not implementing all or any of the conditions, provisions, or others before written, applicable to the subjects belonging to her or them at the time, shall, in the option of the first party and their foresaids, amit, lose, and tyne all right and title in and to the said lands or the part thereof in respect of which such contravention or non-implementation shall occur; and the same shall revert and return to the first party or their foresaids, free and disburdened of this feu right, and all following thereon.

Burden 2

Deed of Conditions, recorded G.R.S. (Glasgow) 6 Mar. 1984, by F.D. Investments Limited, proprietor of plot of ground containing 995 square yards 4 square feet with Tenement of 7 flats, 15 Princes Gardens, Glasgow, of which the subjects in this Title form part, and with pro indiviso share in plot of pleasure ground tinted pink on the Title Plan, sets forth and declares burdens &c. in the following terms:

1. COMMON SUBJECTS: (A) Subject as aftermentioned the following parts and pertinents of the burdened subjects shall be held by the proprietors of the said several flats for the time being (all of whom are hereinafter included in and referred to in the expression "the proprietors of the said flats") in common in all time coming, namely:- (a) the solum of the said plot of ground; (b) the aforesaid pro indiviso right in the plot of pleasure ground hereinbefore mentioned; (c) the foundations, outside walls, internal load-bearing walls, gables, roofs, chimney heads and hatchways leading to the roof of the said house; (d) the front entrance steps, sunk area, door, entry phone system, porch and hall and all appurtenances thereof, the stairs and landings leading to the upper floors, and cupboards opening off the said hall and landings; (e) the rear entrance path leading from the back door of flat 3 to the gate opening into the meuse lane lying to the south of the burdened subjects and the area of garden ground lying to the west thereof and generally to the west of said house and the front entrance steps the said area set aside for the storage of refuse bins and sacks, said common meter box; (f) the mutual walls and railings at front and rear and mutual gables separating the said house from the adjoining subjects Numbers 14 Princes Gardens aforesaid; (g) all sewers, drains, main supply water pipes, rhones, conductors, gas and electric mains and other pipes or transmitters used in common by the proprietors of the said flats; and (h) all other parts and pertinents and fixtures and fittings of or in connection with the said house which are common or mutual to the proprietors of the said flats which whole parts and pertinents (hereinafter referred to as "the common subjects") shall be held in common ownership by the proprietors of the said flats in the proportions following:-

Twenty-seconds Flat 1 3 2 2 3 3 4 2 5 2 6 4 7 6 -- 22

2. ACCESS TO ROOF: Each of the proprietors of the said flats shall have right of access to the roof and chimney heads of the said house through flat 7 and by the hatchways leading to the roof for the purpose of cleaning the vents, affixing television aerials and all other necessary purposes. 3. MAINTENANCE OF COMMON SUBJECTS: Each of the proprietors of the said flats shall be bound to uphold and maintain in good order and repair and from time to time to renew, if and in so far as necessary, the common subjects jointly with the other proprietors of the said flats, declaring that maintenance, repair and renewal of the common subjects shall include (a) carpeting, cleaning and lighting of the common entrance hall and stairs, and declaring further that the same shall be re-carpeted as often as necessary (but not less frequently than once in every ten years) with good quality carpets of not less than heavy domestic grade as defined by the London Textile Testing House or the Retail Trading Standards Association or other similar body, (b) all necessary painting of external parts of the said house and of the individual flats (it being declared that in order to preserve uniformity of appearance the individual proprietors shall not be entitled to carry out any external painting, all of which (and also the painting and decoration of all internal parts of the common subjects) shall be carried out at intervals of not more than five years and shall be, as regards choice of colour and quality and type of materials used, matters for decision at a meeting of proprietors convened and held as hereinafter provided), and (c) maintenance of the streets, pavements, footpaths, lane and the sewers therein ex adverso the said house, but only in so far as not maintainable by the appropriate Local Authority or Authorities; Declaring that, save as herein otherwise provided, the expense of the maintenance, repair and renewal of the common subjects shall be borne by the proprietors of the said flats, in accordance with their respective proportionate shares as prescribed in Clause 1 hereof. 4. MAINTENANCE OF INDIVIDUAL FLATS: The proprietors of each of the said flats shall be bound in all time coming to maintain in good order and repair and from time to time renew, if and in so far as necessary and not otherwise herein provided for, their own particular flat and the fixtures and fittings thereof all at the sole expense of such proprietor; Declaring that the boundaries of each flat shall be the centre lines of the joists of the floor and ceiling thereof and the centre lines of walls separating such flat from other flats or from the common subjects. 5. USE OF GARDEN GROUND: The area of common garden ground lying generally to the west of the said house and back path shall be maintained as ornamental garden ground in a manner to be decided by a meeting of the proprietors as aftermentioned. The area of ground to the rear of said house pertaining to flat 3 shall be used as a drying area only, and the proprietor of said flat 3 shall be obliged at all times to maintain in a neat and tidy condition and if necessary renew the hedges and railings forming the south and east boundaries of said area and shall not be entitled to erect any building, or greenhouse or other structure on said area without the consent of a meeting of proprietors as aftermentioned. 6. INSURANCE: The proprietors of the said flats shall be bound to concur with each other in keeping the said house constantly insured against fire, property owner's liability and such other risks as may from time to time be determined at a meeting of the proprietors of the said flats convened and held as hereinafter provided, and that by means of a Policy or Policies with a reputable Insurance Company in joint names of all the proprietors for an amount to be determined by a majority thereof, and the proprietors of the said flats shall be liable inter se for payment of the annual premiums of the said insurance policies in the proportions of their respective ownerships of the common subjects as prescribed in Clause 1 hereof, and their respective proportions of the said premiums shall be payable by them respectively to the Factor hereinafter mentioned, on demand; And in the event of the said house or any part thereof being destroyed or damaged by fire or any of the other risks covered by the said Policy or Policies, all sums which may be received from the Insurance Company under the said Policy or Policies in respect of loss or damage to buildings shall be applied forthwith in re-erecting, restoring or

repairing the said house conform, so far as practicable, with the present design and dimensions (except in so far as altered with the consent of all the proprietors of the said flats provided that any such alteration shall not involve any reduction in the superficial area of the inside of any flat or flats in the said house) and such re-erection, restoration or repairs shall be carried out by such person or persons and at such cost, including architects' or surveyors' fees, as may be determined at a meeting of the proprietors of the said flats to be convened and held as hereinafter provided, and in the event of the cost of any such re-erection, restoration or repairs exceeding the sum recovered from the said Insurance Company in respect of loss or damage to the said house any further sum required to pay the said cost shall be paid by the proprietors of the said flats in the same proportions as are hereinbefore specified with regard to payment of premiums and shall be recoverable, if necessary, in an action at the instance of the proprietor of any one or more of the said flats or the Factor hereinafter mentioned, each and all of whom shall have authority to sue for and recover all such proportions, so far as unpaid, for and on behalf of all persons having an interest in the re-erection, restoration and repair of the said house, and in the event of the sum recovered from the said insurance Company in respect of loss or damage to the buildings of the said house exceeding the cost of re-erection, restoration or repair any surplus shall be divided among the proprietors of the said flats in the aforesaid respective proportions for each flat owned by them respectively. 7. COMMON LIGHTING: The proprietors of the said flats shall contribute in equal shares to the cost of lighting the common entrance, passages, stairs and landings. 8. MEETINGS OF PROPRIETORS AND RELATIVE POWERS: (Primo) Any proprietor of the said flats shall be entitled at any time to convene a meeting of all the proprietors of the said flats to be held as the convener of the said meeting may determine, of which time and place of meeting not less than seven days' notice in writing shall be given by or on behalf of the said convener to the proprietors of the other flats in the said house as appearing in the Valuation Roll in operation for the time being, addressed and posted or delivered to each of them at their respective addresses as therein stated; (Secundo) at any meeting so convened any proprietor of any of the said flats may be represented by any other person as mandatory appointed by written mandate to attend, vote and act on behalf of the proprietor granting the mandate; (Tertio) the proprietors of any four or more of the said flats present in person or represented by a mandatory shall form a quorum of any meeting of the proprietors of the said flats; (Quarto) the proprietor or proprietors of each of the said flats or his or their mandatory present at any such meeting shall be entitled to one vote for each Twenty second share pertaining to their respective flats as specified in Clause 1 hereof; Provided that if there is an equal number of votes on either side in any question considered at any such meeting, the view of the majority in number of the proprietors or their mandatories voting on such question shall prevail; (Quinto) it shall be competent for any such meeting by a majority of the votes (reckoning as aforesaid) of those present (a) to order to be executed any repairs, renewals, cleaning, painting or decoration of the common subjects or any part thereof, or the common lighting of the said house, (b) to make any regulations which may be considered necessary with regard to the preservation, cleaning, use or enjoyment of the common subjects or any part thereof, all which regulations shall be binding on all the proprietors of the said flats, whether consenters or not, (c) to decide upon the said Insurance Company or Companies and any change in regard thereto and to determine regarding any risks to be insured against other than those particularly hereinbefore mentioned and the amount or amounts by which the said insurance shall from time to time be increased or reduced and the amounts of any other risks against which the meeting may determine to insure, and (d) to appoint either one of their own number or some other qualified person (herein referred to as "the Factor") to take charge of all such things as may competently be dealt with at such meetings and without prejudice to the foregoing generality to delegate to the Factor the whole rights and powers or any of them

exercisable by a majority of the proprietors in person or represented at such meeting and to fix the duration of the appointment of the Factor and also to terminate the appointment of the Factor and to appoint another Factor in his place, all of which orders, regulations, decisions, determinations, appointments and others shall be binding upon each and all of the proprietors of the said flats whether or not present in person or represented at such meeting and whether or not consenters thereto. 9. POWERS OF FACTOR: The Factor shall, unless otherwise determined at the meeting at which he is appointed or at a subsequent meeting of the proprietors of the said flats, duly convened and held as aforesaid, be entitled, during the continuance of his appointment, to exercise the whole rights and powers which may competently be exercised at or by a meeting of the proprietors convened and held as aforesaid, subject to any limit of expenditure which may be fixed by the said proprietors at any such meeting, and excepting any matters relating to the appointment of the Factor, the fixing of the duration of his appointment or the termination thereof, and the Factor shall be entitled to reimbursement of any expenses properly incurred by him in carrying out these functions and shall further be entitled if appointed in a qualified professional capacity, to remuneration for his services in accordance with the scale from time to time laid down by the Property Owners and Factors Association (Glasgow) Limited or on some other reasonable basis. The Factor shall be entitled during the continuance of his appointment to collect from the proprietors of the said flats the proportions payable by them respectively of (a) the said insurance premiums; (b) the said expenses and charges for work done and services rendered and the remuneration of the Factor; and (c) any other sums for which the proprietors of the said flats or any of them become liable in terms of or in furtherance of the provisions herein contained, and the Factor shall be entitled to make payment of the said premiums, expenses, charges, remuneration and others in one sum to the Insurance Company or other person or persons entitled to receive payment thereof, and in the event of the proprietor of any of the said flats failing to make payment of his proportion of said premiums, expenses, charges, remuneration or other sums within one month after payment of the same is demanded by the Factor, the Factor shall (without prejudice to any other rights and remedies of the other proprietors of the said flats) be entitled to sue for and recover the same in his own name from the proprietor so failing, together with all expenses incurred by the Factor in connection therewith. 10. DISAGREEMENT ON NECESSITY FOR COMMON REPAIRS ETC.: (a) Notwithstanding anything hereinbefore contained, in the event of any proprietor of the said flats considering it necessary that any repairs or renewals should be executed to the common subjects and of a majority (reckoning as provided in Clause 8 (Quarto) above) of the other proprietors of the said flats present in person or represented at a meeting convened and held as aforesaid refusing to sanction such repairs, or of there not being a quorum present at a meeting of the said proprietors convened for the purpose of considering the said repairs or renewals, or in the event of any proprietor of the said flats considering that any such repairs or renewals of the common subjects ordered or sanctioned at any such meeting of the said proprietors are unnecessary, such proprietor shall be entitled to refer the question of the necessity for executing any such repairs or renewals to an Arbiter to be mutually agreed upon by all the proprietors of the said flats, or failing such agreement, to be appointed on the application of any proprietor by any of the Sheriffs at Glasgow. In the event of the said Arbiter deciding that all or any of such repairs or renewals are necessary, he shall have power to order the same to be executed forthwith and the expense thereof shall be borne by the proprietors of each of the said flats in the same proportions and in the same way and manner as if such repairs or renewals had been ordered or sanctioned at a meeting of the proprietors of the said flats convened and held as aforesaid, and the expense of the application to the said Sheriff and of the Arbiter's fee and of any other expenses of or incidental to the reference shall be in the discretion of the Arbiter, who shall have power to fix the same and decern therefor,

except in so far as they may have been disposed of or dealt with by the Sheriff. Any proprietor desiring to refer any such question to arbitration shall be bound to intimate his intention of so doing to the other proprietors of the said flats in writing within fourteen days of the date of the meeting at which it was decided to execute or not to execute the said repairs or renewals or convened for the purpose of considering the execution thereof, failing which his rights to arbitration shall be lost, provided however that said rights may be exercised after any later meeting of proprietors subsequently called to consider the same matters. (b) Notwithstanding anything hereinbefore contained the proprietor of any of the said flats shall be entitled to appeal to the Arbiter hereinafter mentioned against any order, regulation, decision, determination or appointment made at any meeting of the proprietors of the said flats convened and held as aforesaid except any question which may be referred in terms of the immediately preceding paragraph of this Clause. The said Arbiter shall be entitled to sustain or vary or annul any such order, regulation decision, determination or appointment if or in so far as considered by him unreasonable or inexpedient for the common welfare of the proprietors of the said flats, and to find the appellant or respondent in such appeal liable in or entitled to the expenses of such appeal, or any part of such expenses and to decree accordingly. The decision, finding or decree of the said Arbiter shall be binding upon all concerned, there being no appeal on any point of law. 11. USE AND OCCUPATION OF INDIVIDUAL FLATS: None of the said flats shall at any time hereafter be sub-divided or used or occupied as a shop, workshop or workroom of any description or for the purpose of teaching music, singing or elocution or as a private school or for the carrying on of any profession, trade or business whatsoever and each of the said flats shall be used and occupied as a private residence for the use of one family only and for no other purpose in all time coming. 12. ANIMALS: No dogs or other animals which shall cause annoyance to the proprietors of any of the other flats in the said house or their tenants, and no hens, pigeons, fowls or birds of any description (except birds kept in cages inside the flats) shall be kept in or about any of the said flats or any other part of the said house or garden ground, and it is hereby declared that what may be deemed annoyance in the sense of this clause shall in each case, in the event of dispute, be determined by a majority (reckoning as provided in Clause 8 (Quarto) above) of the proprietors of the said flats present in person or represented at a meeting convened and held as aforesaid, and on this question there shall be no right of appeal to the Arbiter hereinafter mentioned. 13. PROHIBITION OF ALTERATIONS TO ROOF: The proprietors of the flats on the top floor of the said house shall not without the consent of all the proprietors of the said flats be entitled to erect storm or attic windows or alter the lines of the roof of the said house. 14. TELEVISION AERIALS: The proprietor of each of the said flats shall be permitted to affix one television aerial to the chimney heads of the said house and to lead one aerial lead therefrom, but shall be exclusively responsible for making good any damage which may be caused thereby to the fabric of the said house. 15. ACCESS FOR COMMON REPAIRS: The proprietors of the said flats shall be bound to allow access to the flats respectively owned by them to the proprietors of all or any of the other flats in the said house or the Factor or the tradesmen employed by them or him for the purpose of executing any necessary repairs to or renewals of the common subjects or any part thereof or any of the said flats. 16. ARBITRATION: All questions, differences and disputes which may arise among the proprietors of the said flats regarding their respective rights and interests in the common subjects or in the said respective flats (other than questions which may be referred under paragraph (a) of Clause 10 thereof) are all hereby referred to the amicable decision of the Dean of the Royal Faculty of Procurators in Glasgow for the time being as sole Arbiter, whom failing by declinature or otherwise such Arbiter shall be appointed by any of the Sheriffs at Glasgow. Whatever the said Arbiter shall determine shall be binding upon all concerned, and the proprietors of the said flats shall be bound to implement and fulfil to each other the decisions,

findings and decrees of the said Arbitrator, with power to the said Arbitrator to take skilled advice and order execution and performance of works and things and to apportion the cost thereof among the said proprietors and to find all or any of them liable in the expenses of the arbitration and to decern accordingly. 17. MUTUAL ENFORCEABILITY OF REAL BURDENS: The whole burdens and others above written are hereby created and declared to be real liens, burdens and conditions affecting the burdened subjects and shall be enforceable by any one or more of the proprietors of the said flats and shall be binding on each and all of the proprietors of the said flats in all time coming.

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