

## **Title Information: LAN232976**

## **Search summary**

Date/Time of search	29-08-2021 16:29:41
Transaction number	SCO-08965198
User reference	Haddow

# Section A LAN232976

### Property

Date of first registration	18-12-2017	
Date title sheet updated to	25-01-2021	
Hectarage Code	0	
Real Right	OWNERSHIP	
Map Reference		
Title Number	LAN232976	
Cadastral Unit	LAN232976	
Sasine Search	23477	
Property address	52 WEIRWOOD AVENUE, BAILLIESTON, GLASGOW G69 6HR	
Description	Subjects cadastral unit LAN232976 52 WEIRWOOD AVENUE, BAILLIESTON, GLASGOW G69 6HR edged red on the cadastral map.	

This is a Copy which reflects the position at the date the Title Sheet was last updated. © Crown copyright 2021

Section B LAN232976

Proprietorship

CRAIG FYFE HADDOW 1/1, 1 London Drive, Glasgow, G32 8WX.

Entry number	1
Date of registration	25-01-2021
Date of Entry	03-11-2020
Consideration	£162,000

This is a Copy which reflects the position at the date the Title Sheet was last updated. © Crown copyright 2021

Section C LAN232976

### Securities

Entry number	1
Specification	Standard Security by said CRAIG FYFE HADDOW to NATIONWIDE BUILDING SOCIETY incorporated under the Building Societies Act 1986, Head Office Nationwide House, Pipers Way, Swindon SN38 1NW.
Date of registration	25-01-2021

This is a Copy which reflects the position at the date the Title Sheet was last updated.  $\odot$  Crown copyright 2021

Section D LAN232976

Burdens

Number of Burdens: 2

#### **Burden 1**

Feu Contract containing Feu Disposition by John Maxwell Scott Maxwell (First Party) to Henry Boot (Garden Estates) Limited (Second Party) and their assignees and disponees, recorded G.R.S. (Lanark) 9 Apr. 1935, of Area of ground containing 43.749 acres comprising the following 3 plots, viz. (Primo) 21.325 acres (Secundo) 14.527 acres and (Tertio) 7.897 acres, contains the following burdens:

(FIRST) the Second Party and their foresaids shall be bound to erect buildings on the said area of ground hereinbefore disponed as follows viz:- Not later than one year from Martinmas 1934 to erect upon the said plot (Primo) hereinbefore described and not later than two years from Martinmas 1934 upon the plots (Secundo) and (Tertio) before described (except in so far as the said plots shall be occupied by streets or the necessary vacant ground attached to the buildings) in a sufficient and substantial manner buildings capable of yielding a rental equal to at least £7656.1s.6d so far as affecting the plot or ground (Primo) hereinbefore described and £8749.16s. so far as affecting the plots of ground (Secundo) and (Tertio) hereinbefore described and thereafter maintain and uphold the same in good order and repair and if and when necessary rebuild the said buildings so that there may be always on the said area of ground or the allocated portions thereof respectively buildings in conformity with the conditions herein set forth capable of yielding the like rental; Declaring that the buildings to be erected on said area of ground shall not have a density of more than fourteen houses per acre on the said plot of ground (Primo) hereinbefore described and twelve houses per acre on the said plot of ground (Secundo) hereinbefore described and ten houses per acre on the said plot of ground (Tertio) hereinbefore described and shall consist of dwellinghouses including the usual offices and appurtenances thereto and private garages but no others unless with the consent of the First Party or his successors and each house so far as erected on said plot of ground (Primo) before described shall be of the value of at least Three hundred and fifty pounds (excepting that blocks of four houses may be erected of a cumulo value of One thousand four hundred pounds for each block notwithstanding that each individual house therein may not have a value of Three hundred and fifty pounds) and so far as erected on the said plot of ground (Secundo) before described shall be of the value of Four hundred pounds and so far as erected on the said plot of ground (Tertio) before described shall be of the value of Four hundred and fifty pounds; and such dwellinghouses shall be built of stone or brick or concrete or other like materials and shall be covered with slates or tiles which dwellinghouses may be detached, semi-detached or flatted or in terraces of not more than four houses or in blocks of not more than four flatted houses and they shall not exceed two storeys in height; the Second Party and their foresaids shall be bound to erect and maintain suitable boundary fences which may consist of iron railings or stob and wire fences or walls or partly of the one and partly of the other or others of such kind if and when called upon to do so by the First Party; and in the event of the adjoining ground being thereafter feued or sold to another party by the First Party or his foresaids he or they shall take their feuar or feuars or disponee or disponees bound to share in the cost of the erection and maintenance of said boundary fences and without prejudice to the

foregoing generality the Second Party shall be bound to erect such temporary fences as the First Party may require and the Second Party and their foresaids shall be bound as by acceptance hereof they bind and oblige themselves to free and relieve the First Party and his foresaids of all claims competent to adjoining feuars or disponees in respect of the cost of the erection and maintenance to the extent of one half thereof of any mutual walls or fences;

(SECOND) the Second Party and their foresaids shall keep said buildings constantly insured against loss by fire with a responsible Insurance Company and in the event of the same being destroyed or damaged by fire the sums recovered in respect of said insurance shall be applied pro tanto towards the rebuilding and repairing thereof; the Second Party and their foresaids shall be bound to exhibit to the First Party and his foresaids receipts for premiums of insurance if called upon to do so by him or them;

(THIRD) the Second Party and their foresaids shall submit to the First Party or his foresaids tentative plans of the layout of the said area of ground in conjunction with or as part of plans of the lay-out of the other ground feued and agreed to be feued by the First Party to the Second Party or their foresaids with the typical elevations of buildings and of all structural alterations or additions from time to time thereto for his approval in writing or for the approval in writing of Colonel John Maurice Arthur, Architect, 233 Saint Vincent Street, Glasgow, or other nominee of the First Party or his foresaids before work shall be proceeded with and all work done thereafter shall be in harmony with such tentative plans but subject thereto, the Second Party and their foresaids shall have uncontrolled freedom to design their buildings as they may from time to time see fit and the Second Party and their foresaids shall be bound to make every reasonable effort to preserve the trees and to maintain and improve the amenity of the said area of ground;

(FOURTH) the dwellinghouses to be erected on the said area of ground shall be used as single private dwellinghouses only and shall never in any way be subdivided nor sold or disponed other than as one whole and without subdivision nor be occupied by more than one family, nor used as a shop nor shall any trade or manufacture of any kind be carried on therein except that a resident medical practitioner and/or dentist may practise his profession therein, and no rubbish nor nauseous material shall be deposited on any part of the said area of ground nor any use thereof made which might constitute a nuisance to the superiors or to the adjoining or neighbouring proprietors or their tenants;

(FIFTH) the said area of ground shall in so far as not built upon except in so far as the same shall be occupied by streets be used as ornamental garden ground in front of the buildings erected thereon and as such or as a vegetable garden and/or a green for bleaching and drying clothes at the back thereof and for no other purpose whatever;

(SIXTH) no poultry nor pigeons, either privately or as a business, shall be kept at any time upon any part of the said area of ground nor shall any dogs be bred or trained thereon as a business;

(SEVENTH) the Second Party and their foresaids shall pay the Owner's and Occupier's drainage and purification rates applicable to the Mount Vernon Special Drainage District, or any other Drainage District substituted therefor, in respect of the dwellinghouses to be erected upon the area of ground feued;

(EIGHTH) all roads, lanes or streets formed or which may be formed on or through the said area of ground by the Second Party or their foresaids as well as all pavements and footpaths

adjoining or forming part of the same shall when formed remain open and unbuilt upon and remain roads, lanes or streets for the use of both parties hereto and their foresaids with right to the First Party or his foresaids but that only to a reasonable extent to communicate the benefit thereof to all or any of their adjoining or neighbouring feuars and disponees and the First Party and his foresaids and any person they may communicate the benefit to as aforesaid shall have right of ingress and egress by foot, cart, carriage and all other ways and means of traffic to and from their respective lands over, across and along the same the First Party and his foresaids and said neighbouring or adjoining feuars and disponees however repairing from time to time any damage they thereby occasion and the First Party and his foresaids shall be entitled to connect their drains and sewers, electric mains, above or below ground, for lighting or power, telephone wires, gas and water pipes with the drains and sewers and others which the Second Party or their foresaids or others may put in the said roads, lanes, or streets, but that only to a reasonable extent and only so long and so far as such connections do not prejudicially affect or overload the drains, sewers and others erected or laid down by the Second Party or their foresaids and on the footing that they repair any damage they thereby occasion with power and liberty at any time to open up any part of the said roads, lanes or streets or others for the purpose of making or repairing drains or sewers electric mains, telephones, gas and water pipes and laying or connecting pipes mains or sewers with pipes mains or sewers which may now or hereafter run through the same as aforesaid they being bound to restore said roads, lanes or streets, drains sewers, mains, wires, pipes and others to a proper state of repair after such operations are completed and to compensate the Second Party or their foresaids for any damage occasioned thereby; the Second Party or their foresaids shall before forming or laying down any of said roads, lanes or streets obtain in writing the consent and approval of the First Party or his foresaids: and

(NINTH) the Second Party and their foresaids shall be bound and obliged at their own expense when required by the First Party or his foresaids to form and make such sewers and drains in or upon the said area of ground as may be necessary or proper for properly carrying away the sewage of and draining the said area of ground hereby disponed; Declaring that no clay stone or sand shall be dug out of said area of ground except for levelling the same or making foundations or for use in connection with the buildings to be erected on the said area of ground; Declaring that the First Party and his foresaids shall be entitled at any time at his or their own discretion to discharge and modify in favour of the Second Party or their foresaids all or any of the said burdens, reservations, conditions, provisions, declarations, obligations and others even quoad parts of the subjects hereby disponed without the consent of any person whomsoever.

#### **Burden 2**

Disposition by John Grant Rippon as Executor Nominate of the late Morag Anne Rippon, latterly of 52 Weirwood Avenue, Garrowhill, Glasgow G69 6HR to Cherri Anne Duncan or Wilson, registered 28 Dec. 2018, of 1/2 pro indiviso share of the subjects in this Title, grants a liferent in favour of said John Grant Rippon.

Disposition by John Grant Rippon as Executor Nominate of the late Morag Anne Rippon, latterly of 52 Weirwood Avenue, Garrowhill, Glasgow G69 6HR to Cherri Anne Duncan or Wilson, registered 28 Dec. 2018, of 1/2 pro indiviso share of the subjects in this Title, grants a liferent in favour of said John Grant Rippon.

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

© Crown copyright 2021

(Q)	Officer's ID / Date	TITLE NUMBER
LAND REGISTER OF SCOTLAND	2531 18/12/2017	LAN232976
ORDNANCE SURVEY NATIONAL GRID REFERENCE		├─── <del>7</del> 0m
NS6663NE NS6763NW NS	6664SE NS6764SW	Survey Scale
CROWN COPYRIGHT © - This copy has been produced from	the ROS Digital Mapping System on 17/02/2021 wi	1/1250 th the authority of Ordnance Survey under Section 47 of the Copyright, Designs
and Potents Act 1988. Unless there is a relevant exception to the second	o copyright, the copy must not be copied without the	Pop Area