

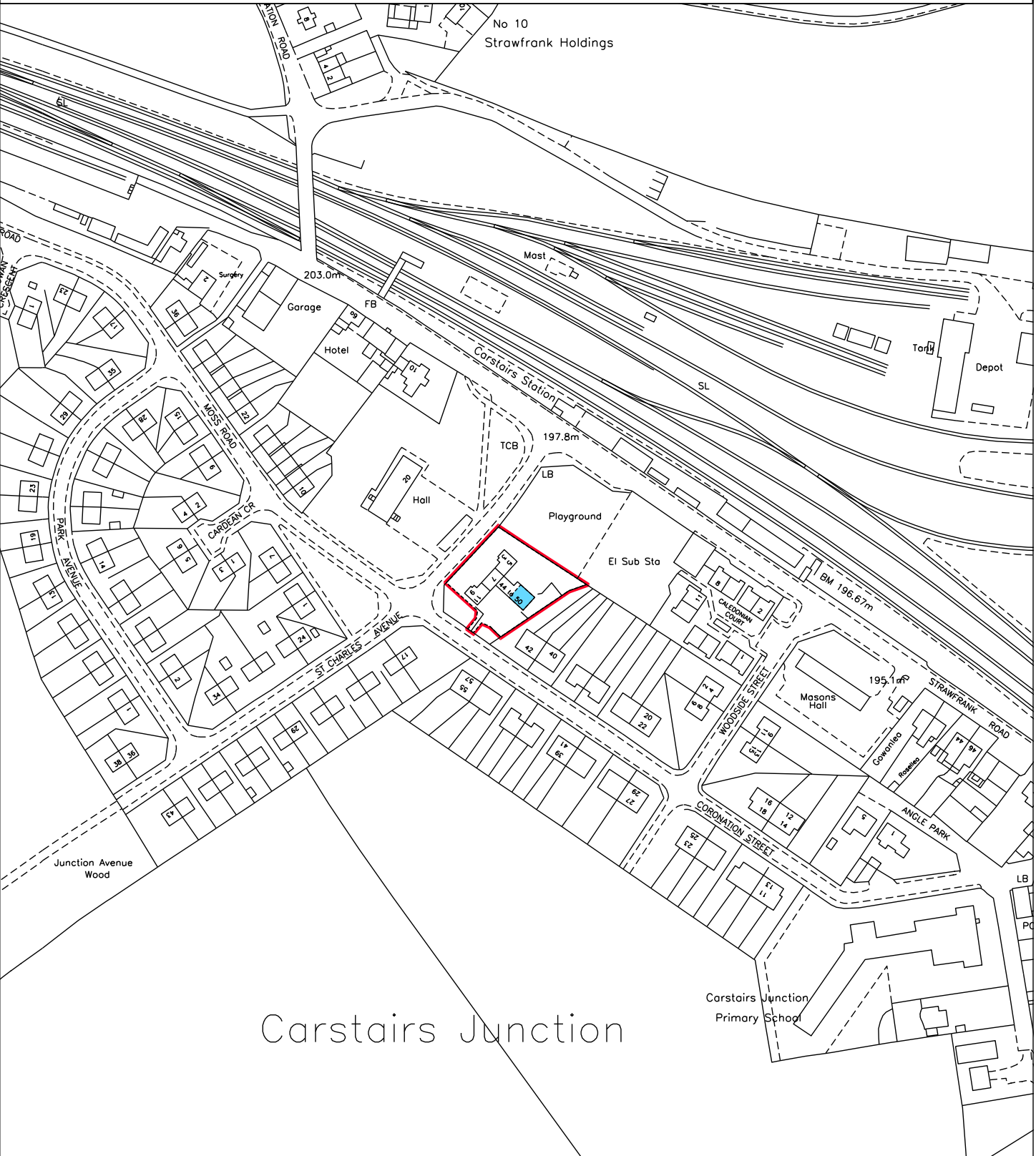


<div></div> <div>LAND REGISTER OF SCOTLAND</div>		Officer's ID / Date	TITLE NUMBER
		9995 11/9/2009	LAN176307
<div></div>	ORDNANCE SURVEY NATIONAL GRID REFERENCE		<div><div></div>140m<div></div></div>
NS9445 NS9545			Survey Scale
			1/2500

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LAND REGISTER OF SCOTLAND



TITLE NUMBER LAN176307

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION
10 MAY 2000

DATE TITLE SHEET UPDATED TO
19 MAY 2023

REAL RIGHT
OWNERSHIP

DESCRIPTION

Subjects 46 CORONATION STREET, CARSTAIRS JUNCTION, LANARK ML11 8RB within the land edged red on the Title Plan being the ground floor right flat tinted blue on the said Plan of the block 3, 5, 7, 9 and 11 ST. CHARLES AVENUE and 44, 46, 48 and 50 CORONATION STREET. Together with the rights contained in the Deed of Conditions in Entry 2 of the Burdens Section.



LAND REGISTER OF SCOTLAND



TITLE NUMBER LAN176307

B 1

B. PROPRIETORSHIP SECTION

ENTRY PROPRIETOR

NO

1 AMPG LIMITED incorporated
under the Companies
Acts, (Registered Number
07135556), Registered
Office at Unit 1 South Fens
Business Centre, Fenton Way,
Chatteris, PE16 6TT.

**DATE OF
REGISTRATION**
28 MAR 2023

CONSIDERATION
£182,150

DATE OF ENTRY
27 MAR 2023



LAND REGISTER OF SCOTLAND



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C 1

C. SECURITIES SECTION

ENTRY
NO

SPECIFICATION

DATE OF
REGISTRATION

No Entry



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D 1

D. BURDENS SECTION

ENTRY NO

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- 1 Disposition by Trustees of Roman Catholic Archdiocese of Glasgow to County Council of County of Lanark and their successors and assignees, recorded G.R.S. (Lanark) 22 Mar. 1949 of 13.128 acres of ground, of which the subjects in this Title form part contains the following burden:

Our said Disponees before commencing any building operations on the subjects hereby disposed and within a period of not more than three months from the date of entry hereinafter specified (being 4 Sep. 1947) shall erect along the boundaries between the subjects hereby disposed and the remaining subjects belonging to us a stob and barbed wire fence of a height of not less than three feet six inches and containing not less than four strands of barbed wire and they will uphold maintain and renew the same to the satisfaction of us or our surveyor and further that our Disponees will as soon as materials are available for the purpose replace the said fence with an unclimbable iron fence of a type to be mutually agreed upon and our Disponees will uphold maintain and remove the said unclimbable iron fence at their expense in all time coming to our satisfaction or that of our surveyor.

- 2 Deed of Declaration of Conditions, registered 23 Dec. 2003, by Lochpark Holdings Limited (hereinafter referred to as "the Developers"), Proprietor of the subjects edged red on the Title Plan (hereinafter referred to as "the Development"), contains burdens &c, in the following terms:

CONSIDERING THAT the Developers have erected or are about to erect or form on the Development Nine flatted dwellinghouses and any other buildings which the Developers may deem expedient with relative common areas and associated parking spaces and FURTHER CONSIDERING THAT the Developers have sold or are about to sell the flatted dwellinghouses erected on the Development THEREFORE the Developers have resolved to execute these presents setting forth the reservations, real



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burdens, conditions, provisions, limitations, obligations, stipulations and others herein contained NOW THEREFORE we hereby DECLARE and PROVIDE as follows:

1. DEFINITIONS

1.1 "the Block" means the building within the Development containing Nine flats.

1.2 "Common Parts of the Block" means (i) the solum on which the Block is erected, the foundations, the outside walls and all attachments to the outside walls (including window railings if any), the gables, the roof, roof trusses, all structural load-bearing walls, the hatchway or hatchways so far as situated above the common landings leading to the roof and the roof window and loft/attic space so far as situated above the common stairs,

(ii) the outside lights, the drains, soil and rain water pipes, water supply pipes, tanks, cisterns, rhones, gutters, conductors, gas and electric mains, and all pipes, cables, wires and transmitters and connections, services and others so far as used in common by the Proprietors of more than one Flat in the Block or otherwise used in common within the Development,

(iii) the entrance doors of the Block (and any other doors not leading exclusively to a Flat (as hereinafter defined)), locks and canopies, the entrance halls, common passages, the staircases with the stairs, landings, stair railings, stair windows, stair lights, service cupboards within the stairway, and the walls and ceilings enclosing the same,

(iv) the common television aerial and/or satellite dishes and cables fixed to the Block (if any),



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(v) the fire fighting equipment, if any, on each floor of the Block and including, without prejudice to that generality, all cables and power supplies associated therewith,

(vi) the electrical door answering systems (but not the handset within each Flat which shall be the responsibility of the relevant Proprietor) or other security system and associated equipment , and

(vii) the whole parts and pertinents, fixtures and fittings including fitted carpet and wall and floor coverings of or in connection with the Block or the Development which are used in common by the Proprietors of more than one Flat.

1.3 "Common Amenity Ground" means the unbuilt on portions of the Development, the boundary walls of the Development, hedges, railings and fences enclosing or within the Development, the access way from Coronation Street and St. Charles Avenue, the communal car parking areas, communal drying area, bin stores, ornamental ground, all walls within the Development, lay-bys, pavements, pathways, pedestrian ways (including any walls and/or fences relating thereto and kerbs or parts thereof), any embankments and access steps, and any areas of open space and open ground and all those parts of the Development not exclusively alienated to the Proprietors of the Flats or reserved to the Developers for future development or construction.

1.4 "the Common Services" shall comprise (without prejudice to the definition of the Common Parts referred to in Condition 1.5 hereof) the sewerage drains, soil, gas, water and other pipes, electricity, television, security and telephone cables and all other services serving the Development or any part or parts thereof.



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1.5. "the Common Parts" means the Common Parts of the Block, the Common Amenity Ground, and the Common Services.

1.6 "the Stairway" means the common stairway pertaining to the Block.

1.6 "Flat" means one of the flatted dwellinghouses forming part of the Development and "Flats" shall mean two or more such dwellinghouses and shall be construed accordingly.

1.8 "Proprietor" means the owner for the time being of a single Flat and where two or more persons own the same, includes both or all of them and any obligations hereby imposed on them shall bind them jointly and severally and "Proprietors" shall mean two or more owners as aforesaid and shall be construed accordingly.

1.9 "the Plan" means the demonstrative plan annexed and executed as relative hereto.

2. OWNERSHIP OF COMMON PARTS

The Proprietor of a Flat shall have an equal right of property in common with the other Proprietors of the Flats in the Block to the Common Parts (so far as in the ownership of the Developers). The Common Parts shall be for the use and benefit of all Proprietors.

3. MAINTENANCE OF COMMON PARTS OF THE BLOCK

3.1 Each Flat shall be held by the Proprietor thereof in all time coming under the obligation jointly with the other Proprietors of the Flats in the Block of upholding and maintaining in good order and repair and from time to time when necessary renewing and restoring the Common Parts of the



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Block and of cleaning, repainting and decorating the Common Parts of the Block.

DECLARING THAT the Proprietors will have a right of access to the roof through the loft/attic space by the hatchways leading thereto and situated within a Flat (if any) for the purpose of maintenance, repair or renewal of the roof and for all other necessary purposes subject always to making good all damage occasioned thereby.

All expenses and charges incurred under the foregoing obligation and of any other work done or service rendered in respect of the Common Parts of the Block shall be payable by the whole Proprietors of the Flats in the Block equally so that each proprietor shall be liable for a One ninth (1/9th) share of the maintenance of the said roof.

DECLARING THAT the Proprietors of main door Flats will have a right of access to the common stair and to the common stairway but shall not be liable for the cost of maintenance, repair or renewal of the common stair and common stairway with the full costs of such maintenance, repair or renewal being shared equally among the Proprietors of the Block.

3.2 The Proprietors of the Development shall be bound equally to maintain the Common Amenity Ground and Common Services including the costs of lighting, painting, repairing, renewing and restoring the Common Amenity Ground and Common Services so that each Proprietor in the Development shall be liable to pay a One ninth share (1/9th) of such costs.

3.3 Without prejudice to the foregoing the Proprietors shall be bound to maintain the Common Services all to the satisfaction of the Developers and the appropriate Local Authority and, where the Common Services are common to two or more respective Flats, all costs, including the costs of repairing and renewing



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the same, shall be shared equally by the Proprietors using the same.

Where the Common Services pass from one Flat through any of the others, the Flat or Flats through which the Common Services pass shall be subject to a servitude right of wayleave in favour of the Proprietors using the same, and they shall be entitled to access thereto, when required, for maintenance and renewal and any other necessary purposes, subject always to making good and restoring all damage occasioned thereby.

3.4 In the event of any Proprietor of a Flat considering it necessary or desirable that any repairs or renewals or decoration or other works should be executed to the Common Parts of the Block or the Common Services and of a majority of the Proprietors of the Block agreeing to sanction such repairs, renewals, decoration or other works the decision of the said majority shall be final and binding on all Proprietors.

4. MAINTENANCE OF FLATS

4.1 The Proprietor of a Flat shall maintain and when necessary renew the same and the fittings therein, the window frames and glass in the windows thereof and any staircases and stairs exclusively serving the same in a good state of repair and decoration and shall take all appropriate steps to prevent damage to the fabric of the Block of which the Flat forms part, and in particular by control of vermin and immediate treatment of any wood rot or infestation in the floors, skirting boards, joists, doors, walls, ceilings, mouldings and others and by the repair of any damage to the water supply pipes, soil and water pipes and gas or electric cables, pipes or appliances within his own Flat.

4.2 In the event of failure by any Proprietor to take timeous and adequate measures to prevent or repair such damage he



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shall be liable for any additional damage to other parts of the Block arising from such failure.

4.3 Where the Proprietors of two or more Flats have a common right of property in any part or portion of any of the Flats (including division walls) each Proprietor shall be bound to uphold and maintain in good order and repair such parts or portions in all time coming and in the event of damage or destruction restore or renew the said parts or portions paying one share of the cost of so doing for each Flat owned by him or her or them. Each Proprietor shall have a right of access to adjoining Flats upon reasonable notice being given except in case of emergency to carry out the foregoing repairs and maintenance and each Proprietor shall require to allow a right of access to adjoining Proprietors over their Flat again upon reasonable notice being given except in case of an emergency for the purpose of repairs and renewals subject to restoration of all damage caused thereby.

5. MAINTENANCE OF COMMON PARTS

5.1 Each Flat shall be held by the Proprietor thereof in all time coming under the obligation jointly with the other Proprietors of the Flats in the Block of keeping tidy, upholding and maintaining in good order and repair and from time to time where necessary renewing and restoring the Common Amenity Ground including without prejudice to the foregoing generality the replacement of trees and shrubs and the sweeping, cleaning and lighting of the Development. All expenses and charges incurred in the foregoing obligation and of any other work done or services rendered in respect of the Common Amenity Ground shall be payable by the whole Proprietors of the Flats in the Block in the proportions specified in Condition 3.2 hereof.



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DECLARING THAT except where otherwise required by the Developers the Common Amenity Ground and shall remain open and unbuilt on in all time coming and shall be kept in a clean and tidy condition and shall remain unobstructed by vehicles at all times.

5.2 In the event of any Proprietor of a Flat considering it necessary or desirable that any repairs or renewals or decoration or other works should be executed to the Common Parts of the Block or the Common Services and of a majority of the Proprietors of the Block agreeing to sanction such repairs, renewals, decoration or other works the decision of the said majority shall be final and binding on all Proprietors.

6. ALTERATIONS ETC

6.1 No alterations, additions, rebuilding or reconstruction including the replacement of windows shall be made on or to any Flat within the Block without the prior written consent of the Local Authority, and in particular without prejudice to that generality the cutting or boring of holes in common or party walls or in the plasterwork, plasterboard or other facing thereof is expressly prohibited (but declaring that nothing in the foregoing shall prohibit any Proprietor from hanging pictures or cabinets or carrying out other minor works not involving any permanent damage to the Flat). Any alterations or others as aforesaid shall conform in all respects to any Local Authority, Town and Country Planning or other relevant statutes and regulations in that behalf and all gas or electric installations shall comply with the requirements of the British Gas Corporation or the relevant Electricity Board.

6.2 No boundary walls or fences shall be altered or added to except by way of repair and no further boundary, division or other walls or fences, trellis work or ornamental fencing or draft board fencing shall be erected anywhere on the



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Development; nor shall boundary walls or fences be used as a support or strengthening for such trellis work, ornamental fencing or draft board fencing without the written consent of the Developers for as long as they have an interest in the Development.

6.3 The Proprietors of the Flats shall

(i) not be entitled to paint, decorate or in any way alter the external appearance of the Block or Flat to which they have right or the windows or the outside doors thereof or erect television aerials or satellite dishes on any part of the Block or the Common Parts, and

(ii) unless a majority of the Proprietors agree otherwise, as hereinbefore provided, not be entitled to paint, decorate or alter the appearance of the entrance halls, common passages, landings or stairs.

7. COLOUR SCHEME

The Proprietors in the Block shall be bound to adhere to a common colour scheme in respect of the exterior parts of the Block and the Flats therein, the Common Parts of the Block and all woodwork, window frames, rhones, gutters and others.

8. PROPRIETORS' MEETINGS

8.1 The Block Meetings

(a) Any two Proprietors of Flats shall be entitled at any time to convene a meeting of all the Proprietors of Flats within the Block which meeting shall be held at such reasonably convenient time and place as the convenor of the meeting may determine, of which time and place of meeting not less than



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fourteen days' notice in writing shall be given by or on behalf of the convenor to all the Proprietors of Flats in the Block.

(b) At any meeting so convened an Proprietor who is entitled to attend may be represented by any other person as mandatory appointed by written mandate to attend, vote and act on behalf of the Proprietor giving the mandate.

(c) The quorum of a meeting of the Proprietors of the Block shall be five Proprietors or their mandatories.

(d) The Proprietor entitled to attend or his mandatory present at such meeting shall be entitled to one vote for each Flat owned by such Proprietor.

(e) It shall be competent at any such meeting, by a majority of the votes of the Proprietors or their mandatories present,

(i) to order to be executed and thereafter to have executed any repairs, renewals, painting, maintenance or decoration of the Common Parts of the Block,

(ii) to order to be executed and thereafter to have executed any repairs or works to the Common Amenity Ground,

(iii) to make any decisions or amendments which may be considered necessary with regard to the insurance of the Block so far as not inconsistent with the provisions of this Deed,

(iv) to make any regulations which may be considered necessary with regard to the preservation, cleaning, use or enjoyment of the Common Parts, which regulations shall be binding on all those concerned, and

(v) to enter into service contracts for not longer than three years' duration.



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9. USE AND PROHIBITIONS

So far as regards the Development and all Flats thereon:-

9.1 Each Flat shall be used solely as a private dwellinghouse and for no other purpose whatever and none of the Flats shall ever in any way be sub-divided.

9.2 The Proprietors and parties occupying any of the Flats are hereby expressly prohibited from carrying on therein or in any other part of the Development any trade, business, manufactory or profession, or from the selling of any goods or wares of any sort, or from using them or any of them or causing them or any of them to be used for any purpose which might in the opinion of the Developers be deemed a nuisance and that whether or not such trade, business or profession is incidental to the ordinary residential use thereof, and notwithstanding any rule of law to the contrary;

9.3 Nothing may be done on any part of the Development or in any building or erection thereon that may, in the sole opinion of the Developers, be deemed a nuisance or likely to occasion disturbance to other Proprietors or proprietors of subjects adjoining the Development or their tenants or assignees. On intimation by the Developers the Proprietor responsible shall be bound to discontinue such nuisance forthwith at the expense of the offending Proprietor;

9.4 No Proprietor of any flat shall permit any trailer, boat, marine craft, caravan, commercial vehicle or other vehicle of any sort whatsoever to be parked or stored in any part of the Development other than private motor cars, motor cycles or bicycles or the temporary parking of normal tradesmen's delivery vans or removal contractors' vehicles. The parking of private motor cars, motor cycles or bicycles shall be permitted



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only on the car and/or bicycle parking areas designated by the Developers;

9.5 Every Proprietor and his tenants and occupiers are hereby expressly prohibited from keeping in a Flat poultry, ducks, pigeons, rabbits, bees or other livestock or from breeding animals and shall not be entitled to keep more than one dog or cat and that only provided that such animal shall not prove to be a nuisance to other Proprietors; and it is hereby expressly provided that all dogs shall be kept under control within the Development and shall at no time be allowed to run unfettered within the same or to foul the footways, other footpaths or accessways, Common Amenity Ground or public open spaces;

9.6 No shops or other buildings shall be erected on the Development for the sale of any wines or spirits or other excisable liquors or for the making or manufacturing of any goods for sale;

9.7 No board, card, plate, sign or advertising notice of any kind shall be placed on the Development or in or about any Flat without the written consent of the Developers except two small plates showing the Proprietor's name and the name or number of the Flat;

9.8 No trees, hedgegrows or shrubs on or overhanging any part of the Development shall be cut down, lopped, damaged or removed from any part thereof unless they have become dangerous or overgrown, without the prior consent in writing of the Developers;

9.9 The Proprietors shall not do anything which is liable to cause an increase in the premiums payable for the insurances maintained under this Deed or do anything which may render such insurance void or voidable. In the event of any Proprietor or any parties occupying any of the Flats breaching the foregoing



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provision (or any other provision of this Deed), then, without prejudice to any other rights which the other Proprietors or the Developers may have, such Proprietor shall be liable to all other Proprietors and the Developers in damages and, without prejudice to that generality, shall be liable for the cost of any increase in insurance premiums and for any shortfall in insurance monies received as a result of the act, neglect, omission or default of the Proprietor; and

9.10 The car parking areas shall not be used for any purpose other than the purpose of parking vehicles.

10. INSURANCE

10.1 The Proprietors of each Flat shall be bound to effect with a reputable and well established company and keep in force in respect of the Flat of such Proprietors (and their heritable creditors if appropriate) for their respective rights and interest a policy of insurance against loss or damage by fire, explosion, lightning, flood, escape of water, storm and tempest, bursting or over-flowing of water pipes, tanks and apparatus, breaking of plate glass, riot, civil commotion, malicious damage and settlement, landslip, impact, aircraft damage and such other risks as may from time to time be determined at a meeting of the Proprietors of the Flats in the Block convened and held as hereinbefore provided for at least the full reinstatement value thereof.

10.2 In the event of the Block or any part thereof being destroyed or damaged by any cause, whether an insured risk or not, all the Proprietors of the Block shall be bound to restore, rebuild or re-erect the same and to repair the damage within two years of the occurrence of such destruction or damage but without making any alteration in or deviation from the original design and dimensions of the Block except with the prior consent in writing of the Local Authority.



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11. RESERVED RIGHTS

11.1 There are reserved to the Developers and those Proprietors of Flats within the Block having right thereto or served thereby a full right of access along and over all roads, pavements, footpaths, lanes, the Common Parts of the Block and the Common Amenity Ground as the Developers consider necessary, and so far as the Developers have right thereto power to use all Common Services, rights of way, land and other drains, pipes, cables, services and servitudes with power and liberty to lay or make connections with drains, sewers, electric, telephone or television cables, gas and water mains together with all necessary rights of access for the purpose of inspection, repair or renewal thereof subject always to an obligation to restore the surface of the ground damaged thereby.

In so far as the same is used in common by the Proprietors of several Flats, each Proprietor shall pay one share of each for the subjects owned by him/her for the cost of cleaning, maintaining, renewing, repairing or restoring the same. The foregoing reservations and rights of access shall also operate in favour of persons instructed by the Developers or the Proprietors of Flats within Block to carry out any inspection, cleaning, maintenance, repair or renewal and statutory undertakers in respect of electricity, gas and other services.

11.2 There are reserved to the Developers

(i) all rights of access which may be necessary to complete building and other work and also to plant any trees or shrubs on the Common Amenity Ground,



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(ii) power to grant rights of access and egress and other servitudes or wayleaves over any of the roads or footpaths or parts held in common by the Proprietors or any of them, and

(iii) power to allocate to the Proprietor of any Flat the exclusive right to the use and enjoyment of a parking space notwithstanding that rights of common property therein may already have been granted to other Proprietors.

11.3 Where the Proprietor of any Flat is entitled or obliged to maintain any part whether solely or in common with others including the cantilever windows on the north frontage of the Block he and his duly authorised tradesmen and others shall have all necessary rights of access whenever reasonably required for the purpose of inspecting, maintaining and renewing the same, subject always to making good damage caused thereby.

11.4 THERE IS EXPRESSLY reserved to the Developers the right to alter or modify in whole or in part the reservations, real burdens, conditions, provisions, limitations, obligations, stipulations and others herein contained and in the event of the Developers so doing the Proprietor shall have no right or title to object thereto and shall have no claim in respect thereof any such alteration or modification in respect of an one or more of the subjects shall not imply any similar alteration or modification in respect of any other subjects.

FURTHER there is hereby reserved to the Developers the right to make whatever alterations or deviations as the Developers consider proper upon any of the Development plans or feuing plans to said subjects or even to depart entirely therefrom and there is expressly reserved to the Developers the right to dispose of any part of the said Development for such purpose as they may think fit or to alter or modify in whole or in part the foregoing conditions and in the event of the Developers so



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doing, no Proprietor shall have any right or title to object thereto and shall have no claim in respect thereof. Subject to the foregoing reservation there is expressly conferred in each Proprietor a ius quaesitum tertio for enforcement of these presents in a question with any other proprietor in so far as he shall from time to time have an interest to enforce the same.

12. ARBITRATION

All questions, differences and disputes which may arise among the Proprietors or any of them regarding

(i) their rights and interests in the Development or any part thereof,

(ii) the necessity for executing any works, whether common or not, or the liability for the cost thereof,

(iii) the reasonableness or expediency of any order, regulation, decision, determination or appointment made at any meeting of Proprietors convened and held as aforesaid, and

(iv) all other questions so far as depending upon or otherwise arising out of or in respect of these presents in any manner of way shall be referred (in a case arising under Condition (iii) of this Condition within fourteen days of the meeting in question) to the amicable decision of the Sheriff Principal of Hamilton or any of the Sheriffs at South Strathclyde, Dumfries & Galloway or any other suitable person appointed by the said Sheriff Principal or any of the said Sheriffs as Arbiters, and whatever the said Arbiter shall determine shall be final and binding in all matters of law as well as of fact upon all concerned, and the Proprietors concerned shall be bound to implement and fulfil to each other the decisions, findings and decrees of the said Arbiter, with power to the said Arbiter



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to take skilled advice and order the execution or performance of works and to apportion the cost thereof among the said Proprietors, to vary or annul any such order, regulation, decision, determination or appointment, and to find all or any of them liable in the expenses of the arbitration, and to decern accordingly. The application of Section 3 of the Administration of Justice (Scotland) Act 1972 is expressly excluded.

Note 1: The foregoing Deed of Conditions contains a declaration that section 17 of the Land Registration (Scotland) act 1979 is not to apply. The conditions therein have not been made real by being imported by reference in a conveyance of the subjects in this Title.

Note 2: The foregoing Deed of Conditions has been amended by the Supplementary Deed of Conditions in Entry 3.

- 3 Supplementary Deed of Conditions, registered 24 Jun. 2004, by Lochpark Holdings Limited, Proprietor of the subjects edged red on the Title Plan, of which the subjects in this Title form part, amends the Deed of Conditions in Entry 2, in the following terms, viz:

The word "roof" where it appears in the third paragraph of Clause 3.1 of the said Deed of Conditions shall be delete and the words "Common Parts of the Block" shall be substituted therefor.