



Title Information: AYR71599

Search summary

Date/Time of search	06-11-2023 12:16:48
Transaction number	SCO-16062218
User reference	TOD/KM 12A PARK ROAD

Section A**AYR71599**

Property

Date of first registration	16-05-2006
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Date title sheet updated to	21-05-2021
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Hectarage Code	0
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Real Right	OWNERSHIP
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Map Reference	NS2342NW
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Title Number	AYR71599
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Cadastral Unit	AYR71599
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Sasine Search	77121
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Property address	12 PARK ROAD, ARDROSSAN KA228JR
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Description

Subjects within the land edged red on the Title Plan being the northwestmost dwellinghouse on the first floor of the tenement 12 PARK ROAD, ARDROSSAN KA22 8JR ; Together with (First) a right in common with the proprietors of the northwestmost dwellinghouse on the attic floor of the said tenement; to the water closet on the said first floor (Second) a right of property in common with the proprietors of the remaining portions of the said tenement to (Primo) the solum on which the said tenement is built, (Secundo) the washhouse pertaining to the said tenement (Tertio) the common close and passageway pertaining to the said tenement (Quarto) the roof, division and boundary walls, vents, chimneyheads, sewers, drains, rhones and conductors, soil and water supply pipes, cisterns, gas pipes, electric cables and whole other pipes, conductors and transmitters used in common by the proprietors of the said tenement which are common or mutual to the proprietors thereof together with a right of access in common with the proprietors of the remaining portions of the said tenement to the roof, division and boundary walls, vents, chimneyheads, sewers, drains, rhones and conductors, soil and water supply pipes, cisterns, gas pipes, electric cables and whole other pipes, conductors and transmitters for the purpose of executing renewals thereof or repairs thereto and (Fourth) a right of property in common with the proprietors of the said tenement and of the tenement 10 Park Road, aforesaid adjoining the said tenement on the north west to the back yard, drying green.

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

AYR71599

Proprietorship

AMPG LTD incorporated under the Companies Acts (Company Number 07135556) and having its Registered Office at Unit 9 South Fens Business Park, Fenton Way, Chatteris, PE16 6TT.

Entry number	1
Date of registration	12-04-2021
Date of Entry	07-04-2021
Consideration	£17,000

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Section C

AYR71599

Securities

There are no entries.

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Section D

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Burdens

Number of Burdens: 2

Burden 1

Feu Contract containing Feu Disposition by Commissioner for Archibald William Montgomerie, Earl of Eglinton and Winton to Donald McPherson and his heirs and assignees, recorded G.R.S. (Ayr) 11 Mar. 1889, of 39.77 poles of ground, of which the subjects in this Title form part, contains the following burdens:

Donald McPherson and Elizabeth Macdonald or McPherson shall be bound and obliged as they hereby bind and oblige themselves and their foresaids within two years from the 27 Feb. 1889 to build and thereafter to uphold and maintain upon the said plot or area of ground hereby disposed Dwelling Houses of stone and lime with slated roofs of the value of not less than Eight hundred pounds Sterling facing Park Road, Ardrossan and that of a style of architecture in all respects similar and not inferior to the houses in the locality and conform to Plans and Elevations to be previously submitted to and approved of by the said Earl or his successors or those acting for them and which Dwelling Houses shall be placed upon the building line to be staked off upon the ground by the party appointed by the said Earl it being declared that no building shall be placed nearer to any road street or lane bounding the said subjects than the line so staked off; And also declaring that the said Disponees shall be bound within the period above prescribed to enclose the said plot or area of ground except along the line of said Park Road with sufficient stone and lime walls not under five feet nor above seven feet in height and being finished with a good substantial freestone cope; Declaring that the wall erected or to be erected on the Southeast boundary between the ground hereby feued and the adjoining unfeued ground shall be a mean and mutual wall and the said Disponees shall be entitled to payment of one half of the value of said wall from the feuar of the adjoining ground when the same comes to be feued and the said wall shall thereafter be maintained and upheld at the mutual expense of the said Disponees and their foresaids and the adjoining proprietor or feuar but the other walls bounding the subjects hereby feued shall be erected and upheld and at all times kept in proper repair at the sole expense of the said Disponees and their foresaids; And further declaring that the said Disponees shall be bound to lay a footpath along the said proposed Park Road and also along the lane adjoining the north west boundary of the subjects hereby feued in so far as said road and lane respectively bound the subjects hereby feued and which footpaths shall be six feet in width from the face of the walls and shall be terminated by proper curbstones; And the said Disponees shall likewise be bound to pay a proportion of the expense of forming and maintaining the said road and lane and Meuse Lane adjoining the south east boundary of the subjects hereby feued corresponding to the extent of frontage thereto respectively; And further declaring that the said feuars and their foresaids shall be bound and obliged to maintain and uphold in good tenantable condition and repair in all time coming the Houses and Buildings already erected or hereafter to be erected on the said piece of ground together with the walls and fences enclosing the same and in the event of their at any time allowing the same to fall into disrepair or to become ruinous or of their deserting possession of the same and if upon receiving six months notice they shall neglect or refuse to make up and repair the same to the state and dimensions of the original structure then and in

either of these events these presents shall ipso facto become void and null and it shall be in the power of the said Earl and his foresaids instantly to resume possession of the said subjects together with the whole buildings and erections thereon and to sell and dispose of the same as fully and freely in all respects as if these presents had never been granted; And it is also hereby expressly provided and declared that no buildings of a different description from those above specified shall be built on the subjects hereby disposed and in particular that there shall be no thatched or tiled roofs put upon any of the said buildings and that no trade or manufacture shall be carried on or exercised on any part of the said subjects nor any occupation which may either endanger the safety of the buildings thereon or prove a nuisance to the neighbouring feuars neither shall there be deposited on the premises any nauseous materials nor except for temporary purposes shall there be by any dung filth ashes or incumbrances of any description laid down upon the lands, roads, streets or lanes upon or adjoining thereto or connected therewith; Reserving to the said Earl of Eglinton and Winton and the Heirs of Entail succeeding to him in the Entailed Estate of Eglinton and others all mines, minerals and metals of whatever description within the subjects above disposed with power to work and carry away the same; Declaring that all damage to buildings or otherwise occasioned by the working of said minerals shall be paid for by the said Earl or his foresaids to the feuars or their foresaids as the same shall be ascertained by neutral men to be mutually chosen.

Burden 2

Disposition by Mary McKellar or Ashton to Linda Ann Scott McLeod and her heirs and assignees, recorded G.R.S. (Ayr) 5 Apr. 1982, of the subjects in this Title, contains the following burdens:

(First)

My said disponee and her foresaids shall be bound to bear her or their proportionate cost of the repair, maintenance and upkeep of the several parts of the tenements 12 Park Road, Ardrossan and others in the following proportions vicelicet:-

(Primo)

one half of the upkeep of the water closet on the first floor along with the proprietor of the northwestmost attic flat of the said tenement,

(Secundo)

One sixth of the cost of the upkeep of the roof, division walls, vents, chimneyheads, sewers, drains, rhones, and conductors, soil and water supply pipes, cisterns, gas pipes, electric cables and whole other pipes, conductors and transmitters, and the common close or passageway and of all other portions of the said tenement and of the washhouse pertaining to the said tenement so far as common or mutual to my said disponee and me and my successors as proprietors of the remaining portions of the said tenement and all in so far as not maintainable by the Local Authority, and shall be bound to give access thereto for repairs or renewal or other necessary purposes when the same may be required and any such right of access shall include access for repairing or renewal purposes to any conductors or rhone pipes which may be embedded in the

walls of the said tenement and my said disponee and her foresaids shall have similar rights of access for the like purposes to the other portions of the said tenement; and

(Tertio)

one-twelfth of the cost of the upkeep of the back yard and drying green and all sewers, drains, rhones and conductors, soil and water supply pipes, cisterns, gas pipes, electric cables and whole other pipes conductors and transmitters and boundary walls, the use of which or a right to the use of which is common to my said disponee and her foresaids and to me or my foresaids as proprietors of the tenement forming 10 and 12 Park Road, aforesaid along with me and my foresaids as proprietors of the remaining portions of the said tenements;

(Second)

My said disponee and her foresaids shall contribute to the upkeep of the chimney heads and chimney cans only in so far as her or their interest extends;

(Third)

My said disponee and her foresaids shall be bound to insure and keep insured the subjects hereby disposed against loss by fire with a reputable Insurance Company for the sum of at least Two Thousand Pounds (£2000) and in like manner me and my successors as proprietors of the remaining parts of the said tenement shall be bound to insure and keep insured the remaining five dwellinghouses forming said tenement against loss by fire for the like sum of Two Thousand Pounds (£2000) and any sums recovered under such fire Insurance Policies or such amount thereof as may be necessary shall be applied in the discretion of my said disponee and her foresaids and me and my foresaids as proprietors of the other five dwellinghouses in repairing, rebuilding or restoring said house and tenement; all which conditions, real burdens, declarations, obligations, stipulations and others so far as prestable against me and my successors as proprietors of the remaining portions of said two tenements and others are hereby created and declared real liens, burdens and servitudes upon and affecting the remaining portions of said two tenements on the said plot of ground upon which they are erected and that in favour of the subjects and others hereby disposed and the proprietors thereof in all time coming; and on the other hand all the conditions, obligations, stipulations and burdens before referred to so far as prestable against my said disponee and her foresaids are hereby created and declared real liens, burdens and servitudes upon and affecting the said subjects hereby disposed in favour of the remaining portions of said two tenements and plot of ground upon part of which the same are erected and me and my successors as proprietors thereof in all time coming; Declaring that all disputes arising with regard to the repair, maintenance, renewal or upkeep of all common property shall be decided by a majority of the proprietors concerned and in the event of the proprietors concerned being equally divided in opinion then the matter shall be decided by the District Surveyor for the time being of the District of Cunninghame in Strathclyde.

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LAND REGISTER
OF SCOTLAND

Officer's ID / Date

2719
30/4/2018

TITLE NUMBER

AYR71599



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

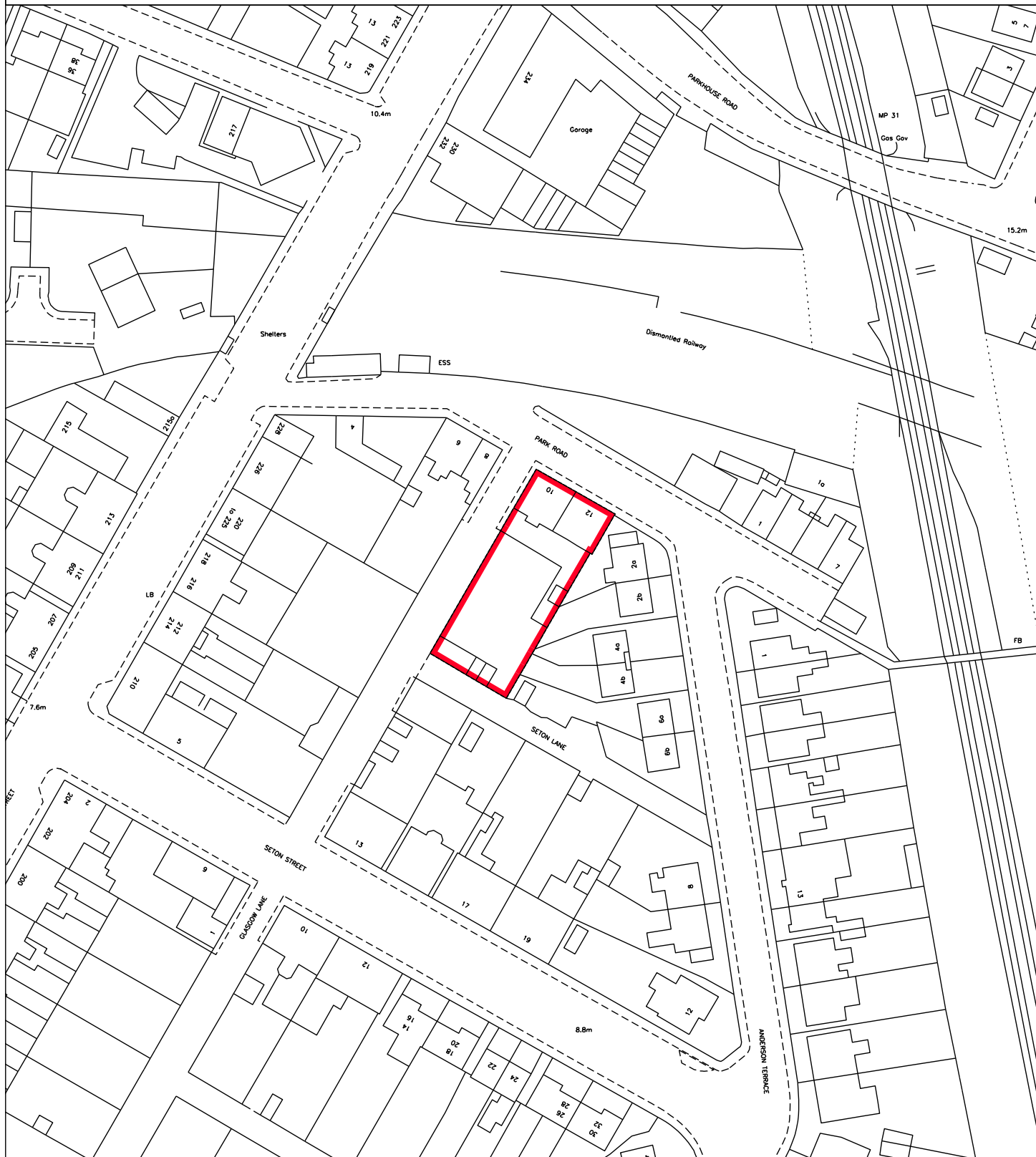
70m

NS2342NW NS2342NE

Survey Scale

1/1250

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ARTICLES OF ROUP

These Articles of Roup apply to the property in Scotland being ALL and WHOLE the dwellinghouse known as and forming 12C Park Road, Ardrossan, East Ayrshire, being the whole subjects registered in the Land Register of Scotland under Title Number AYR71599 (hereinafter referred to as "the Lot");

which subjects are exposed for sale by public Roup by Czech Real formerly AMPG Limited (hereinafter called "the Seller")

and that within the

5 South Charlotte Street, Edinburgh, EH2 4AN

or at such other time or place as the exposure may be adjourned to or unless previously sold privately and that on the following conditions as may be appointed in any Minute to be annexed hereto:-

1. It is expressly declared and accepted by any person bidding at the said public roup that the said General Conditions of Sale which are specified in the Auctioneers Catalogue and any document referred to therein shall apply, to the sale of the Lot only in so far as not inconsistent with the terms of these Articles of Roup and the Minute of Preference and Enactment and any further minute to follow hereon and in the event of any such inconsistency, the terms of these Articles of Roup and Minute of Preference and Enactment and any further minute to follow hereon shall prevail and such parts of the General Conditions of Sale and any documents referred to therein which are so inconsistent shall not apply.

2. The date of entry shall be

or such other date as may be agreed between the Seller and the Purchaser when the balance of the purchase price shall be paid notwithstanding that a Disposition or Assignment is not available for delivery to the Purchaser in exchange for the purchase price. By accepting payment the Seller will come under obligation to execute and deliver to the Purchaser a valid Disposition or Assignment in their favour containing all usual and necessary clauses including warrandice from the Seller's facts and deeds only.

3. The Seller's Solicitors are Freelands Solicitors Motherwell, ML1 1BW

4. The Auctioneers are **Braveheart Auction Ltd.**

Solicitors
Firm's Signature



Witness



Adhibited by
James Anderson Cowan MacDonald

Full Name
Courtney Lafferty

Address
36 Muir Street, Motherwell, ML1 1BW