

24th September 2024

From:
To:
Cc:
Subject:
Date:

Planning Objection:

23/02764/FUL | Use of main door flatted dwelling (Sui generis) as short term let (Sui generis) (retrospective) | 35 Ruskin Lane Glasgow G12 8EA

From:
Ann Laird, Friends of Glasgow West,
16 Dudley Drive, Glasgow G12 9SB

Friends of Glasgow West object to the use of this main door flat as short stay accommodation. It is situated within the Glasgow West Conservation Area.

We have several points of objection:

1. The proposal is not compliant with Glasgow Planning Guidance, SG10 Meeting Housing Needs, under section 4B Short-Stay Accommodation 4.16, part c). This guidance specifically advises that the Council will strongly resist change of use of properties to short-stay flats in Glasgow West Conservation Area. Given that the application site is in North Kelvinside part of Glasgow West Conservation Area, the use of this self-contained tenement flat as short-stay accommodation is directly against the policy.
2. The above applies for this use whether it is for 100% of the year, or any lesser amount, eg 60%, as here.
3. The proposal reduces availability of residential property in the area, just when there's a long-term housing shortage in Scotland. A more appropriate use for this self-contained Main Door flat would be as the main residence for an owner-occupier, or private tenant.
4. Comment: Glasgow's "Short Term Lets" Licensing Policy (Sept 2023), also applies to this flat. We understand that in all tenements, only "Home Sharing" is allowed anyway - so this planning application is really irrelevant, regardless of its outcome.

For the above reasons, this planning application should be refused.

FRIENDS OF GLASGOW WEST
c/o Laird, 16 Dudley Drive, Glasgow G12 9SB

16 February, 2024

Head of Planning and Building Control
GCC Neighbourhood, Regeneration
and Sustainability
231 George Street,
Glasgow G1 1RX

***FGW IS A VOLUNTARY AMENITY SOCIETY
interested in preserving and enhancing the
character and amenity of Glasgow's West End***

Dear Sir,

23/02764/FUL
35 Ruskin Lane: Additional Objection

This application is for use of a basement flatted dwelling as short term let (Sui generis) (retrospective). The flat is situated within the Hillhead part of the Glasgow West Conservation Area.

Inaccurate Description of Property

The application description refers to 35 Saltoun Lane as a "Main Door Flatted Dwelling". However, this is not a Main Door Flat, but a Basement Flat, described as such in the Title Deeds::

"Subjects within the land edged red on the Title Plan being the basement 35 RUSKIN LANE, GLASGOW G12 8EA of the mid-terraced dwellinghouse 35 HAMILTON DRIVE, GLASGOW; Together with the rights and servitude specified in the Deed of Conditions in Entry 4 of the Burdens Section."

We only recently became aware of this, so have mistakenly referred to "main door" in our original objection letter dated 15 December 2023. We note that all the points made in our original objection dated 15 December, still stand regardless.

This application should be refused outright.

Yours sincerely,



Ann Laird
FGW Planning Applications Group

APPENDIX: Title Sheet and Title Plan for 35 Ruskin Lane, from Registers of Scotland.



Title Information: GLA10147

Search summary

Date/Time of search	16-02-2024 01:49:23
Payment reference number	TDSC-3FSC-F95M-Y9XZ

Section A

Property

GLA10147

Date of first registration	17-06-1986
Date title sheet updated to	22-09-2023
Hectarage Code	0
Real Right	PROPRIETOR
Map Reference	NS5767M
Title Number	GLA10147
Cadastral Unit	GLA10147
Sasine Search	
Property address	35 RUSKIN LANE, GLASGOW G12 8EA
Description	Subjects within the land edged red on the Title Plan being the basement 35 RUSKIN LANE, GLASGOW G12 8EA of the mid-terraced dwellinghouse 35 HAMILTON DRIVE, GLASGOW; Together with the rights and servitude specified in the Deed of Conditions in Entry 4 of the Burdens Section.

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Section B

GLA10147

Proprietorship

MARCO GIUSEPPE DOMENICO GUIDI 35 Ruskin Lane, Glasgow, G12 8EA.

Entry number	1
Date of registration	20-06-2006
Date of Entry	08-06-2006
Consideration	£175000

Notes

1. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, of spouses of persons who were formerly entitled to the said subjects.
2. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Civil Partnership Act 2004, of partners of persons who were formerly entitled to the said subjects.

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Section C

GLA10147

Securities

Entry number	1
Specification	Standard Security by said MARCO GIUSEPPE DOMENICO GUIDI to NATIONWIDE BUILDING SOCIETY incorporated under the Building Societies Act 1986, Head Office Nationwide House, Pipers Way, Swindon SN38 1NW.
Date of registration	22-07-2008

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Section D

GLA10147

Burdens

Number of Burdens: 4

Burden 1

Instrument of Sasine, recorded P.R.S. (Renfrewshire &c.) 30 Dec. 1846 on Disposition by Trustees of John Hamilton to William Baird and his heirs and disponees of the following subjects of which the subjects in this Title form part, viz. lands known as Northpark comprising (In the First Place) 9 Acres 37 falls of ground and also piece of ground twenty feet in breadth, (In the Second Place) Piece of ground 40 yards in length, (In the Third Place) 1 Acre 3 roods 3 falls of ground, (In the Fourth Place) 2 lots of ground extending to 10,768 $\frac{4}{9}$ square yards and 1324 square yards 7 square feet respectively, (In the Fifth Place) Lot of ground of lands of Hillhead, consisting of (1) 2 Lots of ground extending together to 8866 square yards, consisting said 2 Lots of 4832 square yards 4 square feet and 4033 square yards 5 square feet respectively and (2) 36,156 square yards and (In the Sixth Place) 3 Roods 11 falls of ground, triangular strip of ground and 2 Roods 5 falls of ground, contains the following burdens:

Providing always as it is by said Disposition expressly provided and declared that the said William Baird and his foresaids should not have liberty at any time to erect or carry on in the subjects in the First Place disposed any Brewery Tan work sugar house vitriol work foundry or other work whatever that may any way be deemed a nuisance And as regards the subjects in the Second Place disposed the said William Baird and his foresaids are thereby prohibited from erecting any tan work steam engine or any work or building that may be a nuisance to James Gibson of Hillhead or his other lands Providing always as it is by the said Disposition in favour of the said William Baird expressly Provided and Declared that the said William Baird and his foresaids should not have liberty at any time to erect or carry on on the said piece of ground in the Third Place thereby disposed any Brewery Tan work Sugar House Vitriol work Foundry or other work whatever that may be any way deemed a nuisance Farther the said William Baird and his foresaids are by said Disposition in his favour restricted from planting any trees whatever within forty five yards of the north boundary of the lands described in the third place or if they are planted that they may be removed by James Gibson of Hillhead or his heirs and successors at any time if they see cause so as to keep open and uninterrupted the view and prospect from the said James Gibsons contiguous grounds on the east Declaring that the said William Baird and his 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 in the Fourth Place disposed except for walls thereon and other purposes connected therewith declaring that if at any time Wilson Street which bounds on the east said lot of ground first described be opened up by the said William Baird or his foresaids it shall be so done to the full width of sixty feet and shall be upon the same line as that delineated upon the building plan of the lands of Hillhead and they shall be bound and obliged to maintain and uphold in good repair the one half thereof bounding the lands described in the fourth place in all time thereafter the proprietor or feuar immediately opposite being bound to uphold and maintain the other half thereof in the like good repair and farther declaring that the said William Baird and his foresaids and the tenants and possessors of the said two lots of ground above described in the fourth place and of any houses erected or that shall be erected thereon shall be as they are by said disposition in his favour expressly

prohibited and discharged from carrying on any business on any part of the said two lots of ground of tanning of leather making soda soap or candle making or preparing of vitriol or cudbear from erecting any steam engine glass works or smelting houses of iron brass lead or other metals or forges for making cast or bar iron or for making anchors or other large and bulky articles or utensils of iron or any other metals and from exercising or carrying on any of these trades or occupations upon all or any part of the said lands before described and in general from erecting any buildings or exercising any trade or employment on the said two lots of ground that shall be hurtful noxious or nauseous to the houses and inhabitants in their neighbourhood upon the estate of Hillhead in whose favour it is declared that this provision shall operate as a servitude upon the said lands described in the fourth place declaring always that notwithstanding of the said disposition in favour of the said William Baird full power and liberty is thereby reserved to the said James Gibson and his foresaids to procure a grant from the crown for erecting the ground above described in the fourth place along with the remainder of the said lands and estates of Hillhead into a Burgh of Barony And declaring that the said William Baird and his foresaids as regards the subjects in the Fifth Place disposed should not dig any clay nor make nor burn any brick or potter work out of or upon the ground of the said lands first above described except for walls thereon and other purposes connected therewith Also Declaring as it is by said Disposition declared that the said first lot and the two portions thereof are to have the right of a servitude road of twenty feet in breadth from Bank Street laid off at right angles to said Street and to run westward until it enters the south east corner of the last described portion of the first lot which said servitude road of twenty feet in breadth should be common to the said William Baird and his foresaids and the said James Gibson and his foresaids and the feuars of Hillhead for an entry to said lot of ground and also to the other grounds of Northpark formerly acquired by the said John Hamilton from the said James Gibson herein before described the said William Baird and the future feuars or proprietors of the lots of ground fronting Bank Street and lying on each side of said servitude road being taken respectively bound and obliged to form and maintain a proper road along the said servitude entry each bearing one half of the expense But it is declared that the said James Gibson and his foresaids should not be bound to bear any part of the expense of forming said road but should only be bound to give the said ground when required by the said William Baird or his foresaids and to bind the feuars of the lots along Bank Street in the feu Contracts or Dispositions to be granted to them when the grounds should have been so sold or feued to join in the expense of making and maintaining the said road when required by either party Declaring that the said William Baird and his foresaids should have right to fence in the said lot of ground and the two portions thereof from the centre of the two Streets bounding the same and no building or other permanent erection should be built thereon but which Streets they should not be obliged to open up unless they and the proprietors of the adjoining ground agree thereto But declaring that if at any time the said Streets should be opened up by the said William Baird or his foresaids it should be so done to the full width of sixty feet and should be upon the same line as that delineated on the building plan of the lands of Hillhead and the said William Baird should be bound and obliged to maintain and uphold in good repair the one half thereof bounding the lands before described Declaring that the said William Baird should along with the other feuars of Hillhead have such a right in all time coming as the said James Gibson and his foresaids can give to the use of the bridge made and erected by the said James Gibson across the river of Kelvin and the roads leading to and from the said bridge through the lands feued by David Smith on both sides of the river from the Trustees of Archibald Campbell of Blythwood and the said James Gibson and also the said William Baird or his foresaids should have right to the use of all the other roads bridges made or to be made by the said James Gibson or his foresaids for the use of the feuars of the lands of Hillhead Declaring that the said William Baird

and his foresaids should pay yearly the sum of sixteen shillings for the use of the foresaid Roads and Bridges And farther declaring by the said Disposition that the said William Baird and his foresaids and the tenants and possessors of said whole lots of ground above described in the fifth place and of any houses erected or that should be erected thereon should be as they are thereby expressly prohibited and discharged from carrying on any business on any part of the said lots of ground of tanning of leather making soda soap or candle making or preparing of vitriol or cudbear from erecting any steam engines glass works potteries or smelting houses of iron brass lead or other metals or forges for making cast or bar iron or for making anchors or other large or bulky articles or other utensils of iron or any other metals and from exercising and carrying on any of these trades or occupations upon all or any part of the whole lands before described in the fifth place and in general from erecting any buildings or exercising any trade or employment on the said lots of ground or any of them that should be hurtful nauseous or noxious to the houses and inhabitants in their neighbourhood upon the estate of Hillhead in whose favour it is by said Disposition in favour of the said William Baird declared that this provision shall operate as a servitude upon the lands before described in the fifth place Declaring always by said Disposition that notwithstanding thereof full power and liberty is thereby reserved to the said James Gibson and his foresaids to procure a grant from the Crown for erecting the grounds above described along with the remainder of the said lands and estate of Hillhead into a Burgh of Barony.

Note: Wilson Street is now known as Oakfield Avenue.

Burden 2

Contract of Ground Annual containing Disposition by Alexander Paton to William Henderson and his heirs and assignees, recorded G.R. 29 Oct. 1864, of 622 square yards 2 square feet of ground of which the subjects in this Title form part, contains the following burdens:

Declaring always that the said steading of ground is disposed with and under the real liens burdens conditions obligations declarations and others after written namely under the real lien and burden of a perpetual free yearly ground annual or ground rent of sixteen pounds sterling to be uplifted by the said Alexander Paton and his heirs and assignees furth of the said steading and readiest rents mails and duties of the same from and after the term of Martinmas eighteen hundred and sixty four with interest of each terms payment at five per cent per annum from and after the term when the same shall become due till paid Declaring that in case the said William Henderson or his foresaids shall fail to comply with the stipulations as to building on the said plot of ground herein after inserted then and in the option of the said Alexander Paton and his foresaids these presents and all following thereon shall become void and null and the said steading hereby disposed shall revert and belong to him and his foresaids Declaring also that the said steading of ground is disposed with and under the real lien and burden that any buildings erected or to be erected thereon shall front the north and shall not exceed three storeys in height above the sunk storey that the northern face of the buildings shall not be more than one hundred and twenty feet from the centre of meuse lane known as Ruskin Lane and that the said William Henderson and his foresaids shall not be entitled to build on said steading in any other form or to any extent other than is hereby stated as also with and under the real lien and burden that the said William Henderson and his successors in said steading shall be bound to defray one half of the expense of maintaining in good order the said meuse lane so far as it extends along the steading foresaid of which he or they are owners as

also with and under the real lien and burden that the said William Henderson and his foresaids shall so far as not already done forthwith proceed to erect on said steading and finish with reasonable despatch the buildings in conformity with the foresaid conditions and of such a description that the rental thereof shall be equal to three times the amount of the said ground annual or ground rent and that such buildings shall consist of dwellinghouses and appendages thereof shall be built of stone and lime and covered with slates have the front walls thereof composed of ashlar and shall be finished in a substantial and tradesmanlike way to the satisfaction of George Thomson Architect in Glasgow and that the said William Henderson and his foresaids shall be bound to keep and maintain the said buildings in all time coming in good order and condition and re-erect the same in case of their being burnt or otherwise destroyed or ruined so that the rental of said steading at all times shall be three times the ground annual or rent payable therefrom.

Burden 3

Deed of Servitude contains Disposition by Alexander Paton and William Henderson with consents to said Alexander Paton and William Henderson and their heirs and successors, recorded G.R. 11 May 1865, of a right of Servitude for ever over the whole ground in front of the nine steadings known as 51 to 35 (odd numbers) Hamilton Drive respectively to the effect of using the same as a carriage Drive to and from the houses and erections thereon from and to Hamilton Drive a foot path adjacent thereto and as an ornamental ground consisting of grass with or without flowers and shrubs or either of them which ground in front of the said steadings contains two thousand and twenty six square yards and six square feet or thereby under the following conditions:

Declaring that the said Carriage Drive shall be maintained at a breadth of twenty four feet and the said foot way at a breadth of four feet six inches and that the ground unoccupied by the said two Roads shall be the ornamental ground and shall be used solely as such: Declaring that the proprietor of each of said steadings shall be bound to defray one ninth part of the expense of putting and maintaining the said Carriage Drive foot path and ornamental ground in good order and condition Declaring that the proprietor of any one of said steadings shall be entitled to enforce this servitude against the proprietors of the other steadings and Declaring farther that in all disputes regarding the mode of best preserving this servitude or the position or direction of the said Carriage Drive and footpath (which may be altered) shall be determined by the majority of the owners of the said steadings for the time each steading counting one vote. Note: The said 2026 square yards 6 square feet of ground has been tinted blue on the Title Plan.

Burden 4

Deed of Conditions, recorded G.R.S. (Glasgow) 28 Apr. 1976, by Scottish and Provincial Properties (Glasgow) Limited, Proprietor of 622 square yards 2 square feet of ground, with terraced dwellinghouse 35 Hamilton Drive thereon, of which the subjects in this Title form part, contains burdens in the following terms:

CONSIDERING that we have converted the said terraced dwellinghouse number Thirty five Hamilton Drive, Glasgow into a block of four self contained flats (all hereinafter referred to as "the flats") and are about to sell them separately; FURTHER CONSIDERING that it is desirable

to execute these presents with a view to defining the rights interests and liabilities of each individual proprietor and to set forth the various reservations, real burdens, servitudes, conditions and others under which the flats are in future to be held; THEREFORE WE DO HEREBY DECLARE AS FOLLOWS, videlicet:- FIRST The proprietors from time to time shall each possess a right of common property with each and every other proprietor in and to (a) the Solum on which said Block is erected and relative ground to the front thereof together with the relative boundary walls, railings, fences and others so far as belonging exclusively to us; (b) the entrance way pertaining to said Block with steps leading thereto and relative handrails (c) the whole common foundations, roof outside walls and gables, the entrance doors, common entrance hall and passages on the ground floor, the stairway, landings and passages leading to the upper floors and roof with the walls and ceilings enclosing the same, stair and fanlight windows and the hatchways leading to the roof of said Block (d) the whole drains and soil pipes and main water supply pipes and all other pipes and the rhones, conductors, common cisterns, and electric mains cables and wires all so far as serving exclusively the said Block of flats (e) the common waste disposal shaft with relative refuse chamber and all connections thereto and appurtenances thereof (f) the lighting equipment for the hall, common stair or passage and all cables, pipes and connections thereto and (g) all other parts and pertinents of the said Block of flats and ground pertaining thereto which are common and mutual to the proprietors thereof including the right to and servitude in common with the proprietors of the eight other houses on the South side of Hamilton Drive, aforesaid, over those parts which do not form part of the steading of ground before described of All and Whole that piece of ground containing Two thousand and twenty six square yards and six square feet or thereby consisting of footpath, carriage way and ornamental ground. SECOND The whole proprietors from time to time of the flats shall possess a right of common property each with the other without reference to location in and to (a) the mutual boundary walls and fences of the said area of ground so far as we have right thereto; and (b) all sewers, water channels soil and water supply pipes and all other pipes, electric cables and waste pipes of every description, all so far as not serving exclusively the said Block of flats and in so far as we have right thereto. THIRD The proprietors of the flats shall be bound to give free access to their respective flats at all reasonable times to tradesmen and others to allow all and every repair necessary for the comfortable enjoyment of the flats owned by the other proprietors. The proprietor of the top floor flat shall be bound to give free access to and egress from the roof of the subjects by the passageway landings, stairway and hatchways leading thereto for the purpose of cleaning and repairing the roof and gutters and for all necessary purposes on said roof, but for no other purposes. FOURTH Each of the flats shall be held by the respective proprietor thereof and his successors in all time coming under burden of maintaining the whole common property in the subjects as defined and referred to in Clause First hereof along with the other proprietors of the said subjects having interest in the said common property and it is hereby declared that the proprietor of each of the flats shall be bound to pay a one fourth share of the costs incurred or to be incurred in connection with the said common property. FIFTH Each of the flats shall be held by the respective proprietor thereof and his successors in all time coming under burden of upholding and maintaining in good order and repair jointly with the proprietors of the whole other flats and all other affected proprietors and their respective successors the whole common property as referred to in Clause Second hereof, each proprietor being liable for an equitable share thereof. SIXTH The proprietor for the time being of the basement flat shall have (Primo) the exclusive use of the sunken well area immediately adjacent to the said basement flat and forming part of the ground to the front of the said block of flats and (Secundo) the exclusive right of ownership in and there shall be conveyed to him the whole back garden ground or area which shall be burdened with all necessary rights of access over the same in favour of the proprietors of the remaining flats in

the subjects for the purpose of carrying out repairs maintenance renewal or inspection to the said remaining flats or the common subjects hereinbefore defined and for all other necessary purposes. The proprietor of the basement flat shall be taken bound to use the said garden ground or area so as not to cause annoyance or nuisance to the proprietors of the remaining flats in the subjects; Should any lock-up garage be erected on the said area such garage shall be used by him exclusively for his private motor car or cars and no commercial or industrial or heavy motor vehicle shall at any time be allowed to be kept there; Further the said back area shall not at any time be used by him or his successors for the purpose of carrying on any business therein or of effecting any mechanical or structural repairs to any motor vehicles whether belonging to him or not. SEVENTH Subject as aftermentioned the proprietor of any one of the flats shall have power to call a meeting of the proprietors of the other flats in the Block to be held at such reasonably convenient time and place as the convener of the said meeting may determine, and of which time and place of meeting at least fourteen days notice in writing shall be given by or on behalf of the convener of said meeting to the other proprietors with an interest, and at any meeting so convened any of the proprietors may be represented by a mandatory. The quorum of a meeting of the proprietors of the flats in the Block shall be any three such proprietors or their mandatories. The proprietors present at such meeting or their mandatories shall be entitled to one vote for each flat owned by them or their principals: Declaring that in the event of any of the said flats being owned by two or more persons only one of such owners shall be entitled to vote, and in no case may more than one vote be allowed in respect of a single flat. It shall be competent at any relevant meeting by a majority of the votes of those present (said votes to be computed as aforesaid), (Primo) to order to be executed any common or mutual operations maintenance and repairs, decoration et cetera, including without prejudice to the foregoing generality, the painting, decoration, repair or maintenance of the common property specified in Clause First and Second hereof or any parts common or mutual to the several flats. (Secundo) to make any regulations in conformity with these presents which may be considered necessary or expedient with regard to the preservation, cleaning, use or enjoyment of the said common property. (Tertio) to appoint any one qualified person or firm, who may be one of their own number, as Factor, who will take charge of and perform the various functions to be exercised in the care, maintenance and management of the said common parts of the said Block of flats and the whole common ground and common property of the said subjects; to fix the duration of said Factor's appointment and to appoint another Factor in his place: Declaring that in the event of the office of Factor falling vacant for any reason, the proprietors of all the flats shall be bound forthwith to appoint another Factor in his place and shall not allow the said office of Factor to remain unfilled: Declaring Further that so long as we are the proprietors of any of the said flats we shall have the sole right to appoint the said Factor and that in the case of such appointment by us (a) the remuneration of the said Factor shall be in accordance with the scales laid down from time to time by the Property Owners and Factors Association (Glasgow) Limited and (b) the period of that appointment shall subsist for a term of three years whether or not within the said period of three years we remain as proprietors of any of the flats. (Quarto) to delegate to the said Factor the whole rights and powers exerciseable by a majority vote at any relevant meeting, subject to such qualifications as the meeting may determine and the right to apportion among the several proprietors and to collect from each of them the proportions payable by them respectively of all common maintenance, upkeep, service contracts and other costs and the premia of the fire and other insurances and factorial charges; Declaring that the said Factor shall unless otherwise determined at a meeting be entitled during the continuance of this appointment to exercise the whole rights and powers which may be competently exercised at or by a meeting of the proprietors as aforesaid: And it is declared that all expenses and charges incurred for any work

done or undertaken or services performed in terms of or in furtherance of the provisions of this clause or otherwise and the remuneration of the said Factor as herein aftermentioned shall be payable by the respective proprietors of the said flats whether consentors thereto or not in the proportions as hereinbefore detailed in the same way as if their consent had been obtained and in the event of any proprietor or proprietors so liable failing to pay his, her or their proportion of such common maintenance charges, insurance premiums and others or such expenses, charges or remuneration within one calendar month of such payment being demanded, said Factor shall (without prejudice to the other rights and remedies of the other proprietors) be entitled to sue for and recover the same in his own name from the proprietor or proprietors so failing, together with all expenses incurred by such Factor thereanent: Provided always that it shall be in the option of the said Factor before or after taking any action to call a meeting of the said proprietors to decide if and to what extent such action should be pursued and that in the event of failure to recover such payments and/or the expenses of any action the remaining proprietors shall be bound pro rata as aforesaid to reimburse the Factor for any payment or expenses that may have been paid by him. EIGHTH In order that the said Factors shall have a fund for the execution of necessary and reasonable repairs, renewals, maintenance and cleaning charges, services, insurance premia, factorial expenses and fees whether relating to the common parts of the said Block of flats or the whole common ground or common property of the said subjects, each flat shall be burdened with the real lien and burden of payment of an initial sum of Twenty pounds for the first year's maintenance charge for the period to Thirty first December Nineteen hundred and seventy six and thereafter of such other sums as may be required for the foresaid purposes and fixed by said Factor or at a meeting of the proprietors held as before provided, said sums to be payable annually in advance on the First day of January in each year to the Factor appointed as aforesaid and to be applied by the Factor in his accounting for his intromissions to the several proprietors of the said flats toward the indebtedness of each proprietor for his proportion of the whole expenses of maintenance and others as herein specified; in the event of said expenses being less than the sum charged for each year the balance of said maintenance charges in the hands of the Factor shall be retained by him towards the following year's expenses: Declaring that the Factor shall, if requested, within one month of First day of January in each year make available to a meeting of Proprietors convened as aforesaid a full Statement of Account of his intromissions validly vouched and failing such request shall make such Statement and vouchers available in his place of business to any proprietor wishing to have sight thereof or to such proprietor's appointed agent. NINTH Notwithstanding anything hereinbefore contained, it is hereby provided that in the event of the proprietor of any of the flats on the subjects considering it necessary that common repairs should be executed immediately in order to keep the flat owned by him wind and water tight and in good sanitary condition he shall be entitled to effect such repairs at his own hand and thereafter to convene a meeting of proprietors as aforesaid to approve such repairs as necessary mutual repairs or he may convene such a meeting to sanction such repairs before execution and in the event of a majority of the other proprietors at a meeting convened as aforesaid refusing to approve or sanction such repairs or of there not being a quorum present at such meeting the question of the necessity of executing such repairs shall be referred to an Arbiter to be appointed as after provided and in the event of the Arbiter deciding that such repairs are or were necessary he shall have power to order the same to be executed forthwith if not already executed and the expenses of such repairs and of any application to the Sheriff and of the reference shall all be matters within the Arbiters remit: Declaring that any proprietor desiring to refer any such question to arbitration shall be bound to intimate his intention of doing so to the other proprietors concerned in writing within fourteen days after the date of the meeting convened to consider or approve the execution of the said

repairs failing which his right to arbitration shall be lost. TENTH Notwithstanding anything hereinbefore contained the proprietors 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 proprietors convened and held as aforesaid, except any questions which may be referred in terms of the immediately preceding Clause, and 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 whole proprietors on whom such orders, regulation, decision, determination or appointment would otherwise be binding in terms of Clause Twelfth hereof 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 decern accordingly, and the decision finding or decree of the said Arbiter shall be binding upon all concerned, provided always that the intention to appeal under this Clause against any such order, regulation, decision determination or appointment must be intimated to the other proprietors, in writing not later than fourteen days after the meeting at which such order, regulation, decision, determination or appointment is made failing which the right to appeal shall be lost. ELEVENTH The said flats shall be burdened with the following further reservations, real burdens, conditions and others which are hereby set forth and declared to avoid repetition in each of the conveyances and others to be granted by us and our successors but that without prejudice to the addition in specific cases of further reservations, real burdens and conditions and others, or to the real burdens and conditions, if any already affecting the said area of ground. One - (a) No individual television aerials or wireless masts shall be permitted and the proprietors of the flats shall be entitled only to connect to the common aerial provided or to be provided. (b) No window boxes, flower pots or containers shall be allowed to be erected or placed on any external window ledge or on any part of the common passages or stairs. (c) The external painting of said flats shall be carried out as a common repair in terms of these presents and the whole external paintwork shall be maintained in a uniform colour, and no proprietor shall be allowed to paint any external woodwork, metalwork, or outside walls of his flat a different shade or colour to the remainder of the Block. Two - The flats shall be used solely as private dwellinghouses and for no other purpose whatever and none of the flats shall ever in any way be sub-divided or occupied by more than one family at a time and no additional building or walls of any description or external alterations or additions shall be permitted. Three - The proprietors of the flats are expressly prohibited from carrying on in the flats any trade, business or profession and that whether such trade, business or profession might in ordinary circumstances be deemed incidental or natural to the ordinary residential use of the flats and that notwithstanding any rule of law to the contrary and declaring that said prohibitions against using the said flats for trade, business or professional purposes shall apply whether or not parties other than the proprietor of the particular flat shall have a contractual right to use the said flat for or in connection with or arising out of such trade, business or professional uses, and none of the said flats shall be used for the sale of any wines or spirits or other excisable liquors nor for the making or manufacture of any goods for sale: No board, card, plate or advertising notice of any kind shall be placed on the flats, parapet walls or gates other than the usual door name-plate: Declaring further that the said prohibitions shall apply to all members of the household or other persons occupying said flats, including tenants and assignees and others, and nothing may be done in said flats that may be deemed a nuisance or occasion disturbance to immediate neighbours or their tenants or assignees. Four - No clothes poles or clothes lines shall be erected on any part of the said subjects nor shall they be attached to or suspended from any window in the said Block or from any part of the exterior walls or interior common passages or stairs or railings thereon. Five - Where common lighting equipment has been installed in the common passages

or stairs the costs of electricity and all other maintenance and running costs and expenses shall be charged against the proprietors in the Block in the proportions as before specified in Clause Fourth hereof by the Factor appointed as aforesaid. Six - No garbage cans or ash buckets or any other form of refuse receptacle or any other articles of any nature including perambulators, bicycles and others shall be permitted to be left on the common stair hall, entrance way or passages. Seven - The proprietors, tenants and occupiers of the said flats are hereby expressly prohibited from keeping livestock or from breeding dogs except that the proprietors, tenants and occupiers shall be entitled to keep two domestic pets in each flat, but that only provided that such pets shall not prove a nuisance to the other proprietors: And it is declared that the Factor hereinbefore mentioned shall be the sole judge as to whether any such pets are causing or might cause such nuisance; And it is hereby expressly provided that all pets shall be kept under proper control. Eight - The proprietor of the top floor flat shall not be entitled to erect storm windows or attic windows nor alter the lines of the roofs, and the attic spaces between the roofs and ceilings of the top floor flat shall not be used for storage or for any other purpose except for the installation of the necessary water pipes and tanks, gas pipes, electric cables or other transmitters and aerials for the reception of radio, wireless or television signals, and no aerials for the reception or transmission of radio, wireless or television signals shall be erected or affixed to the outside of the said block of flats or on the ground pertaining thereto without our previous consent in writing. Nine - The proprietors of the flats shall be bound to keep the whole of the said Block and common parts constantly insured against loss by fire and other risks normally insured against under a common Comprehensive Insurance Policy and covering without prejudice to the generality inter alia the risks of Property Owners Liability, Fire, Explosion, Lightning, Storm or Tempest, Flood, Riot and Civil commotion with an established Tariff Insurance Company for the full replacement value (increased by twelve per centum to cover Architects' and Surveyors' fees) as assessed by us in the first place so long as we remain proprietors of any of the said flats on the said subjects and thereafter by a majority of the proprietors from time to time; Which insurance shall be in the name of the Factor on behalf of all the proprietors and the holders of heritable and other securities over the same (if any) for their respective rights and interests; And the proprietors of the flats shall be bound to pay to the Factor the proportion of the premium attributable to them in accordance with the proportion that the replacement value of their flat bears to the total replacement value of the subjects insured as such proportions shall be determined by the Factor; Declaring that in the event of any proprietors using any part of the Block for any purpose which shall occasion an increase in the rate of fire or other premium, the proprietor or proprietors so causing such increase or increases shall be bound to pay the whole of such increase or increases in the insurance premium and to relieve the remainder of the proprietors thereof; And in the event of said flats or any part thereof being destroyed or damaged by fire or other insured cause the whole sum received from the insurance Company shall be expended in re-erecting, re-instating or repairing the subjects damaged or destroyed and in paying said Architects' and Surveyors' fees. And the proprietors shall be bound to restore the subjects destroyed or damaged as aforesaid as also by any other cause within two years from the date of destruction or damage. TWELFTH All questions, differences and disputes which may arise among the several proprietors of the said subjects regarding their rights and interests in the said subjects so far as depending upon or otherwise arising out of or in respect of these presents in any manner of way are all hereby referred to the amicable decision of a single Arbiter to be appointed by the Sheriff Principal for the time being of the Sheriffdom of Glasgow and Strathkelvin at Glasgow and whatever the said Arbiter shall determine shall be binding upon all concerned and the proprietors in the said subjects shall be bound to implement and fulfil to one another the decisions findings and decrees of the said Arbiter with power to the said Arbiter to take skilled advice and order

execution and performance of works and things and to apportion the cost thereof among the several proprietors and to find all or any of them liable in the expenses of the arbitration and to decern accordingly. THIRTEENTH It is hereby expressly provided and declared that if while we remain proprietors of one or more of the flats any of the proprietors or their foresaids shall contravene or fail to implement any of the reservations, burdens, conditions, provisions or declarations herein written, the subjects in respect of which there is a contravention or failure as above mentioned shall, in the option of us or our foresaids, revert and belong to us or our foresaids. Note: The said 2026 square yards 6 square feet has been tinted blue on the Title Plan.

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 LAND REGISTER OF SCOTLAND	Officer's ID / Date	TITLE NUMBER
	30145 23/1/1997	GLA10147
	ORDNANCE SURVEY NATIONAL GRID REFERENCE	70m
NS5667SE NS5767SW		Survey Scale
		1/1250

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