

**THIS DEED** made the 14<sup>th</sup> day of April 2014.

**BETWEEN:**

- (1) **FORTUNE KINGDOM DEVELOPMENT LIMITED (祥邦發展有限公司)** whose registered office is situate at 30<sup>th</sup> Floor, New World Tower, 18 Queen's Road Central, Hong Kong (hereinafter called "the Registered Owner" which expression shall, where the context so admits, include its successors and assigns) of the first part;
- (2) **URBAN PROPERTY MANAGEMENT LIMITED (富城物業管理有限公司)** whose registered office is situate at 16th Floor, Chevalier Commercial Centre, 8 Wang Hoi Road, Kowloon Bay, Kowloon, Hong Kong (hereinafter called "the Manager") of the second part; and
- (3) No.18 Hung Shun Road, Yuen Long, New Territories, Hong Kong (hereinafter called "the Covenantee Owner" which expression shall, where the context so admits, include his executors, administrators and assigns and, in the case of a corporation, its successors and assigns) of the third part.

**WHEREAS:**

- (1) Immediately prior to the assignment to the Covenantee Owner of the premises hereinafter referred to, the Registered Owner was in exclusive possession of ALL THAT piece or parcel of ground registered in the Land Registry as THE REMAINING PORTION OF LOT NO. 419 IN DEMARCATION DISTRICT NO.127 (hereinafter referred to as "the Land") HELD from the Government hereinafter defined for the residue of the term of years and upon such terms and conditions as are set out in the First Schedule hereto.
- (2) The Registered Owner has erected on the Land the Development and has obtained the Occupation Permit from the Building Authority.
- (3) For the purpose of sale, the Land and the Development have been notionally divided into 27,774th equal undivided parts or shares which are more particularly set out in the Second Schedule hereto.
- (4) For the purpose of fixing and determining the amount to be contributed by each Owner to the management expenses of the Development, Management Shares shall be allocated to the part or parts of the Development in the manner as are more particularly provided in the Third Schedule hereto.

(5) By an Assignment bearing even date herewith and made between the Registered Owner of the one part and the Covenantee Owner of the other part, the Registered Owner assigned unto the Covenantee Owner All Those 49 equal undivided 27,774th parts or shares of and in the Land and the Development Together with the full and exclusive right and privilege to hold, use, occupy and enjoy All That of the Development ("First Unit").

(6) The parties hereto have agreed to enter into these presents to provide for the proper management, operation, servicing, maintenance, repair, decoration, renovation, improvement and insurance of the Land and the Development and for the purposes of defining and regulating the rights, interests and obligations of themselves and all subsequent owners in respect of the Land and the Development.

(7) The Director of Lands has given his approval to the terms of this Deed.

NOW THIS DEED WITNESSETH as follows:

#### SECTION I

#### DEFINITIONS

In this Deed, the following words and expressions shall have the following meanings ascribed to them, except where the context otherwise requires or permits:

- "Authorised Person" Tang Kwok Wah Owen of Messrs. Wong Tung & Partners Limited and this expression shall include any other authorised person or persons as defined in Section 2(1) of the Buildings Ordinance for the time being appointed by the Registered Owner in his place.
- "Car Park" Either a Residential Parking Space or a Motor Cycle Parking Space and each space shall be a space shown on the approved carpark layout plan under Special Condition No.(21) of the Government Grant.
- "Car Park Common Areas" All those areas or parts of the Land and the Development the right to the use of which is designated by the Registered Owner in accordance with the provisions of this Deed for the common use and benefit of the Owners and occupiers of the Car Parks and which are constructed or to be constructed for parking purposes in accordance with the Plans and the Government Grant (but except those parking spaces designated on the approved carpark layout plan under Special Condition No.(21) of the Government Grant) and which include, without limiting the generality of the foregoing, the driveways, ramps, staircases, circulation passages, lift, lift shaft (excluding those forming part of the Residential

Common Areas and Tower Common Areas), car park exhaust air fan room(s), car park intake fan room(s), car park exhaust fan rooms, external walls (excluding those forming part of any Residential Unit and excluding those forming part of the Development Common Areas or the Tower Common Areas), parapet walls (excluding the parapet walls of the Houses and excluding the parapet walls forming part of the Development Common Areas, the Residential Common Areas or the Tower Common Areas) and roofs (excluding those forming part of any Residential Unit and excluding those forming part of the Development Common Areas, the Residential Common Areas or the Tower Common Areas) and such areas within the meaning of "common parts" as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Development Common Areas, the Residential Common Areas and the Tower Common Areas. For the purpose of identification, the Car Park Common Areas are shown coloured indigo on the plans annexed hereto certified as to their accuracy by or on behalf of the Authorized Person.

"Car Park Common Facilities"

All those installations and facilities in the Car Park Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Car Parks and not for the exclusive use or benefit of any individual Car Park or the Development as a whole and, without limiting the generality of the foregoing, drains, manhole(s), channels, water mains (if any), water tanks, sewers, cables, pipes, wires, fire fighting or security equipment and facilities, pumps, switches, meters, lights, ventilation air duct and plant room, access barrier equipment (if any) and other apparatus and equipment and facilities.

"Chairman"

The chairman of the Owners' Committee appointed in accordance with the provisions hereof from time to time.

"Common Areas"

All of the Development Common Areas, Residential Common Areas, Tower Common Areas and Car Park Common Areas.

"Common Facilities"

All of the Development Common Facilities, Residential Common Facilities, Tower Common Facilities and Car Park Common Facilities.

"Development"

The whole of the development now erected on the Land and now known as The Woodsville (濠林).

"Development Common Areas"

All those areas or parts of the Land and the Development the right to the use of which is designated by the Registered Owner in

accordance with the provisions of this Deed for the common use and benefit of the Owners and occupiers of the Units and is not given by this Deed or otherwise to the Registered Owner or the Owner of any individual Unit and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing, the New Footpaths, unexcavated area(s) on the basement floor, boundary walls of the Development, external walls (excluding those forming part of any Residential Unit and excluding those forming part of the Car Park Common Areas or the Tower Common Areas), parapet walls (excluding the parapet walls of the Houses and excluding those forming part of the Car Park Common Areas, the Residential Common Areas or the Tower Common Areas), flat roofs (excluding those forming part of any Residential Unit and excluding those forming part of the Residential Common Areas or the Tower Common Areas), roofs (excluding those forming part of any Residential Unit and excluding those forming part of the Car Park Common Areas, the Residential Common Areas or the Tower Common Areas), non-structural prefabricated external walls (excluding those forming part of any Residential Unit and excluding those forming part of the Residential Common Areas or Tower Common Areas), roads, footpaths, stairs, walkways, passageways, entrances, driveways, caretaker's quarter, caretaker's office, Owners' Committee office, open spaces, staircases, ramps, pump rooms, switch rooms, transformer rooms, refuse storage chamber, fire services control room(s), sprinkler water pump room(s), fire services pump rooms (excluding those forming part of the Tower Common Areas), street hydrant water pump rooms, cleansing and irrigation water booster pump rooms, main telecommunication and broadcasting equipment room(s), master check meter room(s), fuel tank room(s), architectural features (if any), cable ducts, emergency generator room(s), the Slopes and Retaining Walls which are located within the Land (if any), air-conditioning plant room(s), services ducts and planters, telephone duct and pipe duct room(s) and such areas within the meaning of "common parts" as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Car Park Common Areas, the Residential Common Areas and the Tower Common Areas. For the purpose of identification, the Development Common Areas are shown coloured green and green cross-hatched black on the plans annexed hereto certified as to their accuracy by or on behalf of the Authorized Person.

"Development  
Common Facilities"

All those installations and facilities in the Development Common Areas used in common by or installed for the common benefit of all the Units of the Development as part of the amenities thereof

and not for the exclusive benefit of any individual Unit and, without limiting the generality of the foregoing, including fence walls, drains, manholes, channels, water mains, sewers, gutters, watercourses (if any), cables, wells (if any), pipes, wires, salt and fresh water intakes and mains, fire fighting or security equipment and facilities, pumps, switches, meters, lights, sanitary fittings, refuse disposal equipment and facilities, communal aerials, sprinkler water tanks, street hydrant water tanks and other services, apparatus, equipment and facilities.

- "Flat" Any of the flats within the Towers of the Development designated for residential use and more particularly described in the Second Schedule and the Third Schedule hereto.
- "Government" The Government of Hong Kong for the time being entrusted with the rule and administration of Hong Kong including any government department(s) and/or any other persons acting with the authority of the Government of Hong Kong.
- "Government Grant" The Government lease or grant of the Land more particularly described in the First Schedule hereto as modified by any subsequent variations or modifications thereof (if any) as approved by the Director of Lands.
- "Green and Innovative Features" All those green and innovative features which are exempted by the Building Authority and the Director of Lands, from the calculation of gross floor area or site coverage, or both, of the Development, which comprise balconies, utility platforms, non-structural prefabricated external walls, wider common corridors and lift lobbies as shown on the Plans.
- "Hong Kong" The Hong Kong Special Administrative Region.
- "House" Any of the houses ((where applicable) with void area(s) as shown on the Plans) of the Development designated for residential use and more particularly described in the Second Schedule and the Third Schedule hereto.
- "House Rules" The rules which have been, or may be made, and as may be amended, from time to time in accordance with the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) and pursuant to these presents by the Manager or the Owners' Committee or the Owners' Corporation relating to the use, operation and maintenance of the Development.
- "maintain" Operate, service, repair, uphold, support, rebuild, overhaul, pave,

purge, scour, cleanse, empty, amend, replace, renovate, improve and decorate or any of such of the foregoing as may be applicable in the circumstances and are in the interest of good estate management; and "maintenance", where the context permits, shall be construed accordingly.

"management"	All duties and obligations to be performed and observed by the Manager pursuant to the provisions of this Deed.
"Management Budget"	The annual budget prepared by the Manager in accordance with Subsection D of Section VI of this Deed.
"management expenditure" or "management expenses"	All costs, expenses and charges reasonably and necessarily incurred or to be incurred for the management of the Land and the Development, including Manager's Remuneration.
"management fund"	All monies received, recovered or held by the Manager pursuant to this Deed except only the Manager's Remuneration and the Special Fund.
"Management Shares"	The shares allocated or to be allocated to the Units of the Development as set out in the Third Schedule hereto for the purpose of determining the due proportion of the management expenses payable by each Owner.
"Manager"	The Manager or any other manager for the time being appointed under the provisions in these presents to manage the Land and the Development pursuant to the provisions of this Deed and, in the absence of any such appointment, the Owners' Committee or the Owners' Corporation or such person, company or corporation duly appointed by the Owners' Committee or the Owners' Corporation to undertake the management of the Development.
"Manager's Remuneration"	The remuneration payable to the Manager pursuant to the provisions of this Deed.
"Motor Cycle Parking Spaces"	The spaces for the parking of licensed motor cycles referred to in Special Condition No.(21)(c) of the Government Grant.
"New Footpaths"	The two footpaths constructed or to be constructed on the areas shown coloured pink cross-hatched blue on PLAN I annexed to the Government Grant, as referred to in Special Condition No. (25)(b) of the Government Grant.
"Non-enclosed Areas"	All those balconies and the covered areas beneath the balconies and utility platforms and the covered areas underneath the utility

platforms of the Residential Units which must not be enclosed above safe parapet height other than as under the approved building plans. Covenants and provisions in respect thereof are contained in Clause 8 of Sub-section B of Section V of this Deed.

- "Occupation Permit" An Occupation Permit (including a temporary Occupation Permit) relating to the Development issued by the Building Authority.
- "Owner or Owners" The person or persons who for the time being appear(s) from the records at the Land Registry to be the owner(s) of the undivided share(s) and shall include the registered mortgagee (as defined in the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong)) in possession of the undivided share(s).
- "Owners' Committee" The Owners' Committee formed under the provisions of this Deed.
- "Owners' Corporation" The Owners' Corporation of the Development incorporated under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong).
- "person" A natural person, a legal person, a body corporate or unincorporated or other judicial person, partnership, firm, joint venture or trust.
- "Plans" The plans for the development of the Land approved by the Building Authority under Reference No. BD 9112/07 including any approved amendments thereto.
- "Preserved Trees" The existing tree(s), replanted or transplanted tree(s) and/or other tree(s) growing on the Land or adjacent thereto required to be preserved in accordance with Special Condition No. (10) of the Government Grant.
- "Recreational Facilities" Recreational facilities including, but not limited to, gymnasium, swimming pool(s), planters, foyer, function room, children play area(s), games rooms, seating lounge, music area, kitchen/pantry, male changing room(s), female changing room(s), lavatories, garden(s), sauna, footbath, steam, staircases, corridors, lifts, lobby(ies) and other areas or facilities provided within the Development in accordance with Special Condition No.(9) of the Government Grant for use by the residents of the Residential Units and their bona fide visitors for recreational purposes.
- "Residential Common Areas" All those areas or parts of the Land and the Development the right to the use of which is designated by the Registered Owner in

accordance with the provisions of this Deed for common use and benefit of the Owners and occupiers of Residential Units and is not given by this Deed or otherwise to the Registered Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned and which, without limiting the generality of the foregoing, include Recreational Facilities, parapet walls (excluding the parapet walls of the Houses and excluding those forming part of the Car Park Common Areas, the Development Common Areas or the Tower Common Areas), canopies, flat roofs (excluding those forming part of any Residential Unit and excluding those forming part of the Development Common Areas or Tower Common Areas), roofs (excluding those forming part of any Residential Unit and excluding those forming part of the Car Park Common Areas, the Development Common Areas or the Tower Common Areas), upper roof(s) (which do not form part of any Residential Unit), non-structural prefabricated external walls (excluding those forming part of the Residential Units and excluding those forming part of the Development Common Areas or Tower Common Areas), water meter rooms, architectural features (if any), planters, lifts, lift shafts (excluding those forming part of the Car Park Common Areas and Tower Common Areas), staircases, walkways, swimming pool filtration plant room, water feature filtration plant room, water feature, gardens (which do not form part of any Residential Unit), lift machine room (excluding those forming part of the Tower Common Areas), potable water booster pump room, flushing water booster pump room, gas control valve room(s), fire services inlets and sprinkler inlets (excluding those forming part of the Tower Common Areas), gas inlets, landscape areas, ramps, driveways, loading and unloading spaces, logistic room and such areas within the meaning of "common parts" as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Car Park Common Areas, the Development Common Areas and the Tower Common Areas. For the purpose of identification, the Residential Common Areas are shown coloured orange on the plans annexed hereto certified as to their accuracy by and on behalf of the Authorized Person.

"Residential  
Common Facilities"

All those installations and facilities in the Residential Common Areas used in common by or installed for the common benefit of all the Residential Units and not for the exclusive use or benefit of any individual Unit or the Development as a whole and which, without limiting the generality of the foregoing, include artificial lighting and backup emergency systems for staircases, drains, manholes, channels, water mains, vent ducts, switches, meters, pipes, pumps, wires, cables, lights, antennae, external decorative



aluminium louvres, potable water tank, surge tank, flushing water tank, fire services water tanks, fire warning and fighting equipment, refuse disposal equipment and apparatus, recreational and other facilities in the Recreational Facilities and other services, apparatus, equipment and facilities.

“Residential Parking Spaces”	The spaces for the parking of licensed motor vehicles referred to in Special Condition No.(21)(a) of the Government Grant.
“Residential Unit”	A House or a Flat within the Development designated for residential use and to which equal undivided shares in the Land and the Development have been or may be allocated.
"Slopes and Retaining Walls"	The slopes, slope treatment works, retaining walls and other structures (if any) within or outside the Land which are required to be maintained by the Owners under the Government Grant.
“Special Fund”	A fund or funds to be established by the Manager, pursuant to this Deed, for payment of expenditure of a capital nature or of a kind not expected to be incurred annually and shall include, inter alia, expenses for the establishment, improvement and replacement of installations, systems, facilities, equipment, tools, plant and machinery and apparatus in relation to the Common Areas and Common Facilities or any part thereof and the costs of the relevant investigation works and professional services.
“Tower”	The building or buildings in the Development containing the Flats.
“Tower Common Areas”	All those areas or parts of the Land and the Development the right to the use of which is designated by the Registered Owner in accordance with the provisions of this Deed for common use and benefit of the Owners and occupiers of the Flats and is not given by this Deed or otherwise to the Registered Owner or the Owner of any individual Flat and is not otherwise specifically assigned and which, without limiting the generality of the foregoing, include the external walls of each Tower (excluding, for the avoidance of doubt, the external walls of the Houses and excluding those forming part of the Car Park Common Areas or the Development Common Areas), parapet walls (excluding the parapet walls of the Houses and excluding those forming part of the Car Park Common Areas, the Development Common Areas or the Residential Common Areas), canopies (if any), flat roofs (excluding those forming part of any Residential Unit and excluding those forming part of the Development Common Areas or the Residential Common Areas), roofs (excluding those forming part of any Residential Unit and excluding those forming part of the Car Park Common Areas, the Development Common

Areas or the Residential Common Areas), architectural features, non-structural prefabricated external walls (excluding those forming part of any Residential Unit and excluding those forming part of the Development Common Areas or Residential Common Areas), air-conditioning grilles (excluding those forming part of any House (if any)), cable riser duct rooms (if any), water tanks, fire services pump rooms (excluding those forming part of the Development Common Areas), wider common corridors and lift lobbies, halls, lifts, lift shafts (excluding those forming part of Car Park Common Areas and Residential Common Areas), lift machine room(s) (excluding those forming part of the Residential Common Areas), gardens, fire services inlets and sprinkler inlets (excluding those forming part of the Residential Common Areas), pipes, drains, sewers, staircases, walkways and such areas within the meaning of "common parts" as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Car Park Common Areas, the Development Common Areas and the Residential Common Areas. For the purpose of identification, the Tower Common Areas are shown coloured yellow on the plans annexed hereto certified as to their accuracy by and on behalf of the Authorized Person.

"Tower Common Facilities"

All those installations and facilities in the Towers Common Areas used in common by or installed for the common benefit of all the Flats and not for the exclusive use or benefit of any individual Flat or the Development as a whole and which, without limiting the generality of the foregoing, include artificial lighting and backup emergency systems for staircases, external decorative aluminium louvres, vent ducts, fire services water tanks, installations and facilities in the lift machine room and other services, apparatus, equipment and facilities.

"Transformer Rooms"

All transformer rooms within the Land including ventilation systems, building services, main walls, cable entry facilities, structures for cable ducts/ troughs/ raisers/ draw pits and meter boards serving the transformer rooms.

"undivided share or shares"

Any equal undivided share(s) of and in the Land and the Development.

"Unit"

Either a Residential Unit or a Car Park and "his Unit" in relation to an Owner means the Unit or Units in respect of which that Owner has the full and exclusive right and privilege to hold, use, occupy and enjoy and shall have the same definition as "flat" under the Building Management Ordinance (Cap.344).

“Works and  
Installations”

The major works and installations in the Land and the Development which require regular maintenance on a recurrent basis, a schedule of which, as at the date hereof, is included in the Fourth Schedule to this Deed.

## SECTION II

### EXCLUSIVE RIGHTS OF REGISTERED OWNER AND COVENANTING OWNER

1. The Registered Owner shall at all times hereafter, subject to and with the benefit of the Government Grant and this Deed, have the sole and exclusive right and privilege to hold, use, occupy and enjoy, to the exclusion of the Covenanting Owner, the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof, save and except All That the First Unit of the Development and save and except the Common Areas and the Common Facilities.
2. The Covenanting Owner shall at all times hereafter, subject to and with the benefit of the Government Grant and this Deed, have the full and exclusive right and privilege to hold, use, occupy and enjoy, to the exclusion of the Registered Owner, All That the First Unit of the Development together with the appurtenances thereto and the entire rents and profits thereof.
3. Subject to Section VIII hereof, the respective grants hereinbefore contained shall, in each case, be for the residue of the term of years set out in the First Schedule hereto.
4. Each undivided share of and in the Land and the Development and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the person or persons from time to time entitled thereto, subject to and with the benefit of the easements, rights, privileges and obligations contained herein.
5. The Owners (including the Registered Owner) shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions set out in the Government Grant and this Deed and the benefit and burden thereof shall be annexed to every part of the Land and the Development and the undivided share or shares held therewith. The Conveyancing and Property Ordinance (Cap.219) and any statutory amendments, modifications or re-enactments thereof for the time being in force shall apply to these presents.
6. Subject to the provisions of the Government Grant, every Owner for the time being of any undivided share shall have the full right and liberty, without reference to the other Owners or other persons who may be interested in any other undivided share or shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction, to sell, assign, mortgage, lease, licence or otherwise dispose of or deal with his undivided share or interest in the Land and the Development together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Development which may be held therewith, but any such sale, assignment, mortgage, lease, licence or other disposal shall be expressly subject to and with the benefit of this Deed.

7. (a) The right to the exclusive use, occupation and enjoyment of any part of the Land or the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the undivided share(s) with which the same is held and Provided Always that the provisions of this clause shall not extend to leases or tenancies the terms of which shall not exceed ten years (including any renewal thereof) at any one time.
- (b) The right to the exclusive use, occupation and enjoyment of any gardens, utility platforms, balconies, flat roofs (if any), roof(s), swimming pool and filtration plant room pertaining thereto (if any) and bay windows shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the House with which the gardens, utility platforms, balconies, flat roofs (if any), roof(s), swimming pool and filtration plant room pertaining thereto (if any) and bay windows are held.
- (c) The right to the exclusive use, occupation and enjoyment of any balconies, utility platforms, bay windows, flat roofs and roofs shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Flat with which the balconies, utility platforms, bay windows, flat roofs and roofs are held.

8. Each and every Owner covenants with the Registered Owner, with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the Registered Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and any interest therein and shall apply notwithstanding any provisions to the contrary contained in this Deed, that the Registered Owner shall, for as long as it remains the beneficial owner of any undivided share of and in the Land and the Development, have the right at any time or times and from time to time, as it shall deem fit, to do all or any of the following acts or deeds and to exercise all or any of the following rights (which are hereby expressly excepted and reserved unto the Registered Owner) without the concurrence or approval of any other Owner, the Manager or any other person interested in the Land and the Development, except otherwise provided in the following sub-clauses:

- (a) Subject to the prior written approval of the Owner's Committee or the Owner's Corporation (if formed), the full and unrestricted right, privilege and power, at all reasonable times hereafter, to enter into and upon all parts of the Land (subject to the restrictions hereinafter mentioned regarding those parts of the Development already assigned or exclusively owned by the other Owners) with all necessary equipment, vehicles, machinery, plant and materials for the purposes of constructing and completing the Development or any part thereof in accordance with the Plans and, for such purposes, to carry out all such works in, under or over the Land as it may from time to time see fit provided that nothing herein shall absolve the Registered Owner from obtaining any Government approval which may be required for the

same. The rights of the Registered Owner to enter the Land to carry out such works shall extend equally to all contractors, agents, workers and other persons authorized by the Registered Owner. The Registered Owner, in pursuance of such work, may from time to time issue, in writing to the Owners, instructions as to the areas or parts of the Land that the Owners, his/their servants agents or licensees may or may not use or have access to or over while such works are being carried out. The Registered Owner shall not incur any liability (not involving criminal liability, dishonesty or negligence on the part of the Registered Owner or its contractors, servants, agents, workers or authorized persons) to the Owners or any person having an interest in the Land or claiming under a person having such an interest in respect of any inconvenience, disturbance, damage or loss that may be caused by or arise from such construction works Provided that:

- (i) the Registered Owner shall only have the right to enter into those parts of the Development already assigned or exclusively owned by other Owners after obtaining the relevant Owners' prior written consent;
  - (ii) the Registered Owner shall, at its own expense, make good all damage caused to other Owners as a result of its acts in the course of the exercise of the rights under this sub-clause;
  - (iii) the Registered Owner shall ensure that the least disturbance and inconvenience will be caused to any Owner or any occupier of a Unit; and
  - (iv) the Registered Owner shall ensure that an Owner's sole and exclusive right and privilege to hold, use and enjoy his Unit and the unimpeded access to and from his Unit shall not be affected.
- (b) The right to change, amend, vary, add to or alter the Plans for any part or parts of the Land and the Development owned by the Registered Owner without the concurrence or approval of the Owners or any of the parties hereto But nothing herein shall absolve the Registered Owner from the requirements of obtaining the prior written consent of the Director of Buildings and any other statutory or Government authorities pursuant to the Government Grant provided that any such change, amendment, variation, addition or alteration shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns, or impede or restrict the access to and from any such part of the Development and provided further that prior written approval of the Owners' Committee or the Owners' Corporation (if formed) shall be obtained if any such change amendment, variation, addition or alteration affects those parts of the Development already assigned or exclusively owned by any other Owners and provided further that all costs and expenses incidental to the exercise of

the rights reserved hereunder shall be borne by the Registered Owner solely.

- (c) The right to enter into a sub-deed or sub-deeds of mutual covenant in respect of any part or parts of the Land and the Development owned by the Registered Owner Provided that such sub-deed or sub-deeds of mutual covenant shall not conflict with the provisions of the Government Grant or this Deed or any other sub-deed of mutual covenant Provided Further That such sub-deed or sub-deeds of mutual covenant shall require the approval of the Director of Lands but, where the Director of Lands is satisfied, upon submission of the sub-deed or sub-deeds of mutual covenant, that the sub-deed or sub-deeds of mutual covenant relate(s) only to the internal subdivision of a Unit and, by the sub-deed or sub-deeds of mutual covenant, there will be no alteration to the Common Areas created under this Deed or liability for management or other expenses under this Deed, the Director of Lands may, in its absolute discretion, waive the requirement of approval of such sub-deed or sub-deeds of mutual covenant.
- (d) Subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed), the right for the Registered Owner to designate and/or re-designate the floor numbering, tower numbering, unit numbering and house numbering, street name (if any) of any part of the Development but provided that where any floor numbering is to be designated or re-designated, the designation or re-designation should conform to the numbering system as specified in the Practice Note issued by the Building Authority in force at the relevant time of designation or re-designation or in accordance with plans approved by the Building Authority.
- (e) Subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed), the authority and right for the Registered Owner to negotiate and agree with the Government any amendment, alteration, variation or addition to the terms and conditions of the Government Grant without the concurrence or approval of any Owner, and to execute any documents in the name of the Registered Owner only and/or on behalf and in the name of all or some Owners in connection therewith without the necessity of joining in any other Owner, provided that such amendment, alteration, variation or addition or such documents shall not in any way affect an Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or unreasonably impede or restrict the access to or from any part of the Development. Any benefit, payment or compensation received in relation to or incidental to such amendments, alteration, variation or addition or document shall be credited to the Special Fund.
- (f) Notwithstanding and without prejudice to the generality of anything hereinbefore contained, subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed), the Registered Owner further reserves the right at its own cost and expense to apply to, negotiate

and agree with the Government with a view to amending, varying or modifying the Government Grant (including the plan(s) annexed thereto) or any conditions thereof for installing, on government land, pipes, sewers, subways or other facilities, whether serving exclusively the Development or any part thereof, in such manner as the Registered Owner may deem fit, without the concurrence or approval of any other Owners and to execute any documents in the name of the Registered Owner in connection therewith without the necessity of joining in any other Owners and any such amendment, variation or modification shall be binding on all the Owners Provided always that such amendment, variation or modification shall not in any way affect the Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from any such Unit Provided That nothing herein shall impose any obligation on the Registered Owner to make any modification to the Government Grant or to enter into any other documents referred to above.

- (g) The full right and power to designate and declare by deed or in writing any area or part or parts of the Land or the Development the sole and exclusive right to hold, use, occupy and enjoy of which and to receive the rents and profits therefrom is for the time being owned by the Registered Owner to be additional Residential Common Areas or Development Common Areas or Car Park Common Areas whereupon, such area or part or parts shall form part of the relevant type of Common Areas as hereinbefore defined and the Owners or relevant Owners shall contribute to the maintenance and upkeep of the same as if they were part of the relevant type of Common Areas Provided that:
- (i) such designations are for the benefit of all Owners or the relevant Owners and the approval by a resolution of Owners or the relevant Owners at an Owners' meeting convened under this Deed has been obtained;
  - (ii) the exercise of the rights of the Registered Owner under this sub-clause (g) shall not in any way interfere with any other Owner's exclusive right to hold, use, occupy and enjoy the Unit which such other Owner owns and his rights and interests under this Deed in respect of such Unit and shall not restrict or impede such other Owner's right of access to and from the Unit which such other Owner owns;
  - (iii) all the undivided shares allocated to the additional Common Areas shall be assigned to and vested in the Manager in accordance with the provisions of this Deed by a separate deed.

9. In connection with the exercise of or incidental to the Registered Owner's rights mentioned in the preceding Clause 8 of Section II of this Deed, each Owner agrees



that the Registered Owner may, without joining the Owners, sign and/or seal and execute such deed(s) or document(s) as it or they consider(s) necessary or desirable and each Owner do hereby irrevocably appoint the Registered Owner as his attorney (with full power of substitution and delegation and who may act through such officers, employees, agents, nominees and any substitute attorneys as the attorney may from time to time appoint) to exercise, effect and perform and/or to sign and/or seal and execute any deed(s) and document(s) on his behalf and, as his act and deed, to deliver such deed(s) and document(s) as shall be required in connection with the exercise of such rights by the Registered Owner to effectuate any of the aforesaid purposes and such Owner hereby covenants that he will ratify and confirm all that the Registered Owner as such attorney as aforesaid shall lawfully do or cause to be done by virtue of this Deed and that the power of attorney hereby given shall bind the executor or executors and the administrator or administrators and the successor or successors and assign or assigns of such Owner and shall not be revoked by the death, incapacity or the winding up (as the case may be) of such Owner.

### SECTION III

#### EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH FLAT, HOUSE OR CAR PARK

##### A. Flats

1. The Owner of a Flat shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed and the House Rules and subject to the rights of the Registered Owner and the Manager contained in this Deed:

- (a) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go, pass or repass, over and along the Tower Common Areas, the Residential Common Areas, the Car Park Common Areas and the Development Common Areas and to use the Tower Common Facilities, the Residential Common Facilities, the Car Park Common Facilities and the Development Common Facilities for all purposes connected with the proper use and enjoyment of such Flat.
- (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development.
- (c) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the Flat owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be, in, under or passing through such Flat or the Development or any part or parts thereof for the proper use and enjoyment of the Flat owned by the Owner.
- (d) The right for any Owner, with or without workmen, plant, equipment and materials, at all reasonable times after obtaining (except in the case of emergency) the consent of the Manager or (as the case may be) the Owner of the relevant Unit (which consent shall not be unreasonably withheld), to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any works for the maintenance and repair of his Flat (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby.

2. The Owners of the Flat shall have no right to enter upon any part of the Land and the Development save as expressly herein provided, it being understood that all work necessary for the maintenance and repair of the Land and the Development as a whole shall be carried out by the Manager who shall have the right to enter in or upon any part of the Land and/or the Development for that purpose as herein provided.

B. Houses

1. The Owner of a House shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the House Rules and subject to the rights of the Registered Owner and the Manager contained in this Deed:

- (a) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go, pass or repass, over and along the Residential Common Areas, the Car Park Common Areas and the Development Common Areas and to use the Residential Common Facilities, the Car Park Common Facilities and the Development Common Facilities for all purposes connected with the proper use and enjoyment of such House.
- (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development.
- (c) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the House owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be, in, under or passing through such House or the Development or any part or parts thereof for the proper use and enjoyment of the House owned by the Owner.
- (d) The right for any Owner, with or without workmen, plant, equipment and materials, at all reasonable times after obtaining (except in the case of emergency) the consent of the Manager or (as the case may be) the Owner of the relevant Unit (which consent shall not be unreasonably withheld), to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any works for the maintenance and repair of his House (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby.

2. The Owners of the Houses shall have no right to enter upon any part of the Land and the Development save as expressly herein provided, it being understood that all work necessary for the maintenance and repair of the Land and the Development as a whole shall be carried out by the Manager who shall have the right to enter in or upon any part of the Land and/or the Development for that purpose as herein provided.

C. Car Parks

1. The Owner of a Car Park shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the House Rules and subject to

the rights of the Registered Owner and the Manager contained in this Deed:

- (a) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go, pass or repass, over and along the Car Park Common Areas and the Development Common Areas and to use the Car Park Common Facilities and the Development Common Facilities for all purposes connected with the proper use and enjoyment of such Car Park.
- (b) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the Car Park owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be, in, under or passing through such Car Park or the Development or any part or parts thereof, for the proper use and enjoyment of the Car Park owned by the Owner.
- (c) The right for any Owner, with or without workmen, plant, equipment and materials, at all reasonable times upon prior written notice (except in the case of emergency) to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any works for the maintenance and repair of his Car Park (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby.

2. The Owners of the Car Parks shall have no right to enter upon other parts of the Land and the Development save as expressly herein provided, it being understood that all work necessary for the maintenance and repair of the Land and the Development as a whole shall be carried out by the Manager, who shall have the right to enter in or upon any part of the Land and/or the Development for that purpose as herein provided.

3. For the avoidance of doubt, the Owner of a Car Park shall have no right to use the Recreational Facilities unless he is also at the same time the Owner or resident of a Residential Unit.

#### SECTION IV

##### EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH FLAT, HOUSE OR CAR PARK IS HELD

A.           Flats

The following are the easements, rights and privileges subject to which each undivided share and the exclusive right to hold, use, occupy and enjoy each Flat is held:

- (a)    The Manager shall have full right and privilege at all reasonable times, subject to reasonable prior written notice (except in the case of emergency), with or without agents, surveyors, workmen and others to enter into, go, pass or re-pass over, along and upon each Flat for the purposes of effecting necessary repairs and maintenance works to the Development and installing, inspecting, examining and maintaining the Common Areas or the Common Facilities of, in, under, adjacent to or adjoining such Flat or any other apparatus and equipment used or installed for the benefit of the Land and the Development or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does, or may, affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall, in the exercise of such right, ensure that the least disturbance is caused to the Units and shall, at his own costs and expense, repair any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his agent, surveyors, workmen, staff and contractors and no Owner, occupier or any person claiming through, under or on behalf of any Owner or occupier shall at any time obstruct, impede, or raise any objection to, the Manager's exercise of any such rights and privileges, whether on the grounds of inappropriate use, excessive use, inconvenience or otherwise.
- (b)    Easements, rights and privileges of the Owners of other Flats under Clause A(1) of Section III hereof.
- (c)    Easements, rights and privileges of the Owners of the Houses under Clause B(1) of Section III hereof.
- (d)    Easements, rights and privileges of the Owners of the Car Parks under Clause C(1) of Section III hereof.
- (e)    Easements, rights and privileges of the Registered Owner under Clause 8 of Section II hereof.

B.           Houses

The following are the easements, rights and privileges subject to which each undivided share and the exclusive right to hold, use, occupy and enjoy each House is held:

- (a) The Manager shall have full right and privilege at all reasonable times, subject to reasonable prior written notice (except in the case of emergency), with or without agents, surveyors, workmen and others, to enter into, go, pass or repass over, along and upon each House for the purposes of effecting necessary repairs and maintenance works to the Development and installing, inspecting, examining and maintaining the Common Areas or the Common Facilities of, in, under, adjacent to or adjoining such House or any other apparatus and equipment used or installed for the benefit of the Land and the Development or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does, or may, affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall, in the exercise of such right, ensure that the least disturbance is caused to the House and shall, at his own costs and expense, repair any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his agent, surveyors, workmen, staff and contractors and no Owner, occupier or any person claiming through, under or on behalf of any Owner or occupier shall at any time obstruct, impede, or raise any objection to, the Manager's exercise of any such rights and privileges, whether on the grounds of inappropriate use, excessive use, inconvenience or otherwise.
- (b) Easements, rights and privileges of the Owners of other Houses under Clause B(1) of Section III hereof.
- (c) Easements, rights and privileges of the Owners of the Flats under Clause A(1) of Section III hereof.
- (d) Easements, rights and privileges of the Owners of the Car Parks under Clause C(1) of Section III hereof.
- (e) Easements, rights and privileges of the Registered Owner under Clause 8 of Section II hereof.

C. Car Parks

The following are the easements, rights and privileges subject to which each undivided share and the exclusive right to hold, use, occupy and enjoy each Car Park is held:

- (a) The Manager shall have full right and privilege at all reasonable times, subject to reasonable prior written notice (except in the case of emergency), with or without agents, surveyors, workmen and others, to enter into, go, pass or repass over, along and upon each Car Park for the purposes of effecting necessary repairs and maintenance works to the Development and installing, inspecting, examining and maintaining the Common Areas or the Common Facilities of, in, under, adjacent to or adjoining such Car Park or

any other apparatus and equipment used or installed for the benefit of the Land and the Development or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does, or may, affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall, in the exercise of such right, ensure that the least disturbance is caused to the Units and shall, at his own costs and expense, repair any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his agent, surveyors, workmen, staff and contractors.

- (b) Easements, rights and privileges of the Owners of other Car Parks under Clause B(1) of Section III hereof.
- (c) Easements, rights and privileges of the Owners of the Flats under Clause A(1) of Section III hereof.
- (d) Easements, rights and privileges of the Owners of the Houses under Clause B(1) of Section III hereof.
- (e) Easements, rights and privileges of the Registered Owner under Clause 8 of Section II hereof.

C. Provisions applicable to all Owners

1. The Manager shall have full right and authority to control, manage and maintain the Common Areas and the Common Facilities or any part thereof.
2. The Owners shall permit members of the public, the Director of Lands, his servants, visitors, workmen and any persons authorized by the Director of Lands with or without tools, equipment, plant or machinery at all times and for all lawful purposes, free of cost and without hindrance, freely to pass and repass on, along, over and through the New Footpaths pursuant to Special Condition No.(25)(c)(ii) of the Government Grant.

## SECTION V

### COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS

A. Covenants, provisions and restrictions to be observed and performed by the Owners

1. Every Owner, on ceasing to be the Owner of any Unit of the Development, shall, forthwith notify the Manager in writing of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner, every such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and for the observance and performance of the terms and conditions hereof up to the date of such cessation.
2. Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of the Unit owned by him, and shall indemnify the other Owners from and against all liability therefor. Without limiting the generality of the foregoing, if any Unit shall have its own separate government water meter, then the water charges for the supply of water to such Unit shall be paid by the Owner thereof, but if two or more Units share the same government water meter, the water charges for the supply of water to such group of Units shall be shared and paid by the Owners thereof in proportion to the number of such Units for the time being owned by such Owners.
3. Each Owner shall pay to the Manager, on each due date, his due proportion of the management expenditure and Special Fund as hereinafter provided.
4. No Owner shall make or allow to make any structural alterations or additions to the Unit owned by him which may damage or interfere with or affect the rights of other Owners or interfere with the use and enjoyment of any other part or parts of the Development, whether in separate or common occupation, nor shall the Manager make any structural alterations to any part of the Development which will interfere with or adversely affect the rights of Owners. No Owner shall use, cut, injure, alter or interfere with any part or parts of the Common Areas or any of the Common Facilities or any equipment or apparatus on, in or upon the Land or the Development, not being equipment or apparatus for the exclusive use and benefit of any individual Owner. An Owner shall not be prevented from taking legal action against another Owner in respect of a breach of this clause.
5. No Owner shall permit or suffer to be done any act or thing in contravention of the covenants and conditions in the Government Grant under which the Land is held from the Government or whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased and, in the event of any breach of this clause by an Owner, in addition to any other liability incurred thereby, such Owner shall pay the amount of any increase in premium caused by or on account of such breach. In the event of the Development or any



part thereof being damaged or destroyed by fire or other perils at any time and the insurance money under any insurance against fire or such perils effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of such Owner as aforesaid, then and in such event, such Owner shall pay to the other Owners the whole or (as the case may be) a fair proportion of the cost of completely rebuilding or reinstating the same.

6. Each Owner shall be responsible for and shall indemnify the Manager, all other Owners and occupiers of any part of the Development against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by, or as the result of, an act or negligence of such Owner, or any occupier of any part of the Development owned by him, or any person using such part of the Development with his consent, express or implied, or by or through or in any way owing to the overflow of water, gas or other effluent therefrom.

7. Each Owner shall be responsible to the Manager and the other Owners for the time being for the acts and omissions of all persons occupying with his consent, express or implied, the Unit owned by him and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of any such person. In the case of loss or damage which the Manager is responsible to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as hereinafter provided and, in the case of loss or damage suffered by other Owners or occupiers of any part of the Development which the Manager is not responsible to repair or make good, such costs charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

8. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and the Development.

9. No Owner shall do or permit or suffer to be done, and each Owner shall take all possible steps to prevent his tenants, occupiers or licensees from doing, any act, deed, matter or thing which in any way interferes with or affects, or which is likely to interfere with or affect, the maintenance of the Development.

10. Each Owner shall, notwithstanding the obligations of the Manager to maintain the Development, keep the Unit (including, without limitation, the Green and Innovative Features forming part of such Unit) in respect of which he is entitled to exclusive possession, use and/or enjoyment and those fixtures, fittings, services or facilities which exclusively serve the same, whether or not they are located inside his Unit, in good repair and condition, and shall be responsible for the financial support and maintenance of the same to the satisfaction of the Manager, and in a manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of any other part or parts of the Development. The expenses of keeping in good and tenantable repair and condition the interior of each Unit (including, without limitation, the Green and Innovative Features forming part of such Unit) and all the fixtures and fittings and all plumbing and other utility fittings and services therein or appertaining thereto (whether or not they are located inside

or outside the Unit) and all the windows, window frames and window glass and all the doors thereof shall be borne by such Owner who is entitled to the sole and exclusive use, occupation and enjoyment thereof.

11. No partitioning shall be erected or installed which does not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.

12. No Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purpose, and no Owner shall use or permit or suffer the Unit owned by him to be used for any purpose other than that permitted by the Government Grant and the Building Authority and in accordance with any applicable ordinance or other regulations or any Government or other permit, consent or requirement from time to time applicable thereto and, in particular, no Owner shall use or permit or suffer any part of the Development to be used as a mahjong school, funeral parlour, columbarium, any niche or other form of storage of cinerary urns, coffin shop, temple, Buddhist hall or for the performance of the ceremony known as "Ta Chai ( 打 齋 )" or any similar ceremony or as a boarding house, dance hall, guest house, hotel apartment, hostel, hostel for the elderly, ballroom or pawn shop or for any offensive trade or business, or cause or permit or suffer to be done any act or thing in his Unit which may be in contravention of the terms and conditions of the Government Grant or become a nuisance or annoyance to or cause danger to the other Owners or occupiers for the time being of any other part or parts of the Development.

13. No part of the Common Areas shall be obstructed or incumbered, nor shall any articles, boxes material, refuse or any other matter or things be placed or left thereon, nor shall any part of such Common Areas be used for any business or private purpose, and no Owner will do or suffer or permit to be done anything in such Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Development.

14. The refuse storage and material recovery chamber(s) and/or garbage disposal areas (if any) shall be used only in the manner prescribed by and subject to the House Rules.

15. No Owner shall have the right to enter into any areas housing the Common Facilities or to alter, repair, connect to or in any other way interfere with or affect the working of the Common Facilities without the prior written consent of the Manager and Provided always, in any event, that prior written notice is given to the Manager and the least disturbance is caused and any damage caused thereby shall be made good by the Manager at the expense of such Owner requiring the entry.

16. No Owner shall be entitled to connect to any aerial or other antenna installed by the Manager, except with the permission of the Manager and in accordance with any House Rules relating to the same. No Owner shall affix or install his own private aerial or antenna outside or on any part of the Development.

17. No Owner shall do or permit to be done any act or thing which may or will

alter the external appearance of the Development or any part thereof or the exterior or external appearance of any Unit and, in particular, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in, about, on or at any part of any external wall, flat roof, roof or upper roof of the Development or any part thereof nor shall any Owner, without the prior consent in writing of the Manager, carry out any repair, decoration, alteration or works to his Unit, or any part thereof, that may alter or affect the external appearance or the original design of the façade of any Unit.

18. No external signs, signboards, notices, advertisements, flags, banners, poles, cages, brackets, flowers, shelves or other projections or structures whatsoever extending outside the exterior of the Development shall be erected, installed or otherwise affixed or projected from the Development, or any part thereof, without the prior written consent of the Manager and (if necessary) the Buildings Department and/or other relevant Government authorities and no Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on any external part of, or to be displayed from, any Unit any advertising or other sign of any description without the prior written approval of the Manager and (if necessary) the Buildings Department and/or other relevant Government authorities.

19. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Development owned by him any refuse, rubbish, litter or other article or thing whatsoever except in the course of the proper disposal thereof and using the facilities for such disposal provided by the Manager.

20. All Owners (including the Registered Owner), as long as they remain Owners, shall at all times observe and perform the House Rules and comply with the conditions of the Government Grant.

21. Each Owner may, at his own expenses, install in the Unit owned by him additions, improvements, fixtures, fittings and decoration and may remove the same Provided, however, that no such installation or removal shall cause any structural damage or interfere with the proper enjoyment and use of any other part of the Development.

22. Clothing or laundry shall not be hung outside any Residential Unit (other than in the spaces specifically provided therefor) or in the Common Areas. No Owner shall place any personal objects outside his Unit.

23. No Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of the Development may be clogged or the efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or may likely be affected.

24. No Owner shall store or permit or suffer to be stored in the part of the Development owned by him, or in any other area, any hazardous, dangerous, explosive or combustible goods or materials, except such as may be permitted by licence issued by the

Fire Services Department under the Dangerous Goods Ordinance or other competent authority concerned and, in any event, only with the prior written approval of the Manager.

25. No Owner shall obstruct the access to any means of escape, whether at any flat roofs, upper roofs, roofs, staircases, smoke lobby, lift lobby or any other areas, be those Common Areas or not, which shall, at all times, remain open and unobstructed in compliance with the Fire Services Ordinance (Cap.95 of the Laws of Hong Kong), the Code of Practice for the Provision of Means of Escape In Case of Fire, the Buildings Ordinance (Cap.123 of the Laws of Hong Kong) or other relevant ordinances or regulations (collectively "Relevant Regulations"). In case the access to any means of escape is being obstructed, the Manager shall have the power to restore the access to the condition required to comply with Relevant Regulations at the expense of the Owner in default. Without prejudice to any other provisions in this Deed, the Owner(s) for the time being of any flat roof, upper roof, roof, staircase, smoke lobby or lift lobby of the Development shall not erect, affix, or install, or cause or allow to be erected, affixed or installed, any structure thereon or thereat, including, but not limited to, any gates or barriers that would obstruct any means of escape or the Manager's access to any Common Facilities, save and except with the prior written approval of the Manager and (if necessary) the relevant Government authorities.

26. No Owner shall permit or suffer to be erected, affixed, installed or attached, in or on or at the door or doors or entrance or entrances of any Unit, any metal grille or shutter or gate which shall in any way contravene any regulations of the Fire Services Department or other competent authorities concerned from time to time in force. In any case, any metal grille or shutter or gate shall be of such design and material as shall be approved by the Manager.

27. No Owner shall cause any damage to or interfere in any way with the Common Areas and/or the Common Facilities.

28. No Owner shall do anything in the Development whereby excessive noise, vibration or resonance or other form of disturbance is created to the detriment of the Development or other persons in or outside the Land Provided that, the determination of the Manager as to whether any such noise, vibration or resonance or other form of disturbance is excessive shall be conclusive and Provided Further that in the event of a breach hereof by the Owner, the defaulting Owner shall make good any damage caused thereby to the Development or any part or parts thereof or to the occupants thereof. And Provided Further that the making good of such damage as aforesaid shall be without prejudice to any further right which the Manager may exercise by virtue of such breach.

29. No Owner shall alter or permit or suffer to be altered any part of the sprinkler system, the fire fighting equipment or the fire prevention system installed in any part of the Development except that such alteration shall be carried out by the Manager or a registered contractor appointed or approved by the Manager at the expense of such Owner causing the alteration and only in accordance with the Fire Service (Installation Contractors) Regulations and with the prior approval of the Manager and the Fire Services Department.

30. (a) No Owner shall install any air-conditioning unit, fitting or plant or any other fitting or fixture through the windows or external walls of the Development (except in positions already provided for such purpose) or otherwise at any location not already provided for or designed for such purpose, except with the prior written consent of the Manager and (if necessary) the Buildings Department and/or other relevant Government authorities to any such installations and the conditions of such consent having been complied with.
- (b) Except with the prior written consent of the Manager, no Owner shall alter or remove any air-conditioning grille, whether for the purpose of installing, removing or maintaining any air-conditioning unit or otherwise. No structure or thing shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in, about, on or at any part of the air-conditioning grille. For the purpose of identification, the locations of air-conditioning grilles are shown coloured yellow on the plans annexed hereto certified as to their accuracy by or on behalf of the Authorized Person.
- (c) (other than air-conditioning unit(s) installed at the positions or locations as provided in, and in compliance with the provisions of, sub-clause (a) of this Clause 30) no Owner shall at any time relocate or place any air-conditioning unit otherwise than as aforesaid; in particular, and without prejudice to the generality of the aforesaid, the prohibitions contained in this sub-clause shall apply equally to any air-conditioning unit(s) installed within the area of any garden forming part of a Unit.
- (d) No Owner shall use, cut, injure, alter, damage, remove or interfere with any common pipes, drains, sewers, services being in, under, over or adjacent to any part of the Tower Common Areas, whether located on, within or adjacent to any air-conditioning platform. The Manager shall have full right and privilege at all reasonable times, upon reasonable prior written notice (except in the case of emergency), with or without agents, surveyors, workmen and others to enter into such part(s) of the Flat for the purposes of effecting necessary inspection, repairs and maintenance works Provided that the Manager shall cause the least disturbance as practicably possible and shall make good any damage caused thereby by reason of any wilful negligence or criminal acts of the Manager in the course of exercising the aforesaid right.
31. No Owner shall use the Common Areas or any part thereof for the purpose of drying laundry or hanging or placing or storing any dustbins, garbage cans, furniture, machinery, goods or chattels or other things thereon or therein.
32. No Owner shall install any furnace boiler or other plant or equipment or use any fuel in any part of the Development that might in any circumstance produce smoke, gas, liquid, particles or otherwise or that may constitute a breach of any provisions of the Government Grant or any ordinance or regulation.

33. Each Owner shall comply with and observe all ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong, including, but not limited to, those governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and for the protection of the environment.
34. No Owner shall discharge or permit or suffer to be discharged unto any public sewer, storm-water drain or channel without the prior written consent of the Manager and the Director of Environmental Protection.
35. Each Owner shall, at his own expense and to the satisfaction of the Director of Fire Services, provide access for fire appliances and fire personnel to the Land and the Development and shall permit access thereof for such purposes and at such time or times as the said Director may require. Each Owner shall, throughout the term of the Government Grant, maintain the said access at his own expense and to the satisfaction of the said Director.
36. Each Owner shall observe and perform all the covenants, agreements and conditions contained in the Government Grant and on the part of the Owner to be observed and performed, so far as the same relate to the undivided shares of the Land and the part of the Development owned by such Owner and such Owner shall, from time to time and at all times, keep the other Owners of the Development fully indemnified from and against all proceedings, costs, claims and expenses on account of any failure to perform and observe any of the said covenants, agreements and conditions, so far as they relate as aforesaid.
37. All complaints touching or concerning the Land and the Development shall be made in writing to the Manager.
38. (a) The Owners shall, at their own expenses, inspect, maintain and carry out all necessary works for the maintenance of their own Units and the Development including the Works and Installations.
- (b) The Owners shall, at their own expenses, maintain and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and in accordance with "Geoguide 5-Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Maintenance Manual(s) for the Slopes and Retaining Walls prepared in accordance with Geoguide 5.
39. No Owner (including the Registered Owner) may convert any of the Common Areas to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained. Any payment received for the approval shall be credited to the Special Fund.
40. No Owner (including the Registered Owner) may convert or designate any of his own areas as Common Areas unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the Registered Owner) and no Manager may re-convert or re-designate the Common Areas to

his own use or benefit.

41. The balconies/utility platforms shall only be used as balconies/utility platforms in relation to or in connection with the use and enjoyment of the Residential Unit for which they are provided. Any Owner whose Residential Unit consists of any of the balconies/utility platforms shall not alter the external appearance of any such balconies/utility platforms.

42. No Owner shall in any way alter, or cause, permit or suffer to be altered, the garage gate (if any) for any Car Park or install, or cause, permit or suffer to be installed any new or additional shutter, door, gate, barrier or installation to or for any Car Park, unless the prior written approval of the Manager has been obtained and the conditions imposed by the Manager in connection with any approval hereunder are complied with, and provided always that the Owner seeking approval for any proposed alteration, installation or other work duly complies with all ordinances, subsidiary legislations, by-laws, codes of practice, practice notes and regulations, whether statutory, administrative or otherwise, that may be applicable to any proposed alteration, installation and other work.

43. The covenants, provisions and restrictions set out in this Sub-Section A shall be subject to and without prejudice to the rights reserved to the Registered Owner under Clause 8 of Section II of this Deed.

B. Covenants and provisions applicable to Owners of Residential Units

1. Without prejudice to the other provisions of this Deed, no Residential Unit shall be used for any purpose other than for private residential purposes and, in particular, no Residential Unit shall be used as a boarding house, guest house, hotel apartment or for any form of commercial letting or occupancy in bed spaces or cubicles or as hostel or the like.

2. No Owner shall erect or place or cause or permit to be erected or placed any advertising sign or structure on any flat roof or roof or upper roof (if any) of the Development or any part thereof and the Manager shall have the right, at the cost and expense of the Owner, to enter and to remove anything erected or placed on any flat roof or roof or upper roof (if any) of the Development or any part thereof in contravention of this provision.

3. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on, or to be displayed from, any Residential Unit, or any part thereof, any advertising or other sign of any description without the previous written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.

4. Water closets and other water apparatus in the Development shall not be used for any purpose other than those for which they were constructed, nor shall any rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of

any water closets or apparatus shall be paid for by the Owner or occupier in whose Residential Unit it shall have been caused.

5. No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.

6. Bicycles, baby carriages or similar vehicles shall not be allowed to stand in any passageways or the Common Areas.

7. Birds, dogs, cats, fowls or other household pets may only be kept or harboured in any Residential Unit or any part thereof subject to and in accordance with the House Rules. No dogs shall be kept in any Residential Unit if Owners of more than three (3) Residential Units have lodged their complaints in writing to the Manager.

8. (a) The Owner of the Non-enclosed Areas shall keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with this Deed, the Occupation Permit, the Buildings Ordinance and such other ordinances, by-laws and Government regulations of Hong Kong.

(b) The Owner of the Non-enclosed Areas shall not erect or affix or cause or permit or suffer or allow to be erected or affixed any wall or partition of any material, whether of a permanent or temporary nature, on the Non-enclosed Areas or any part thereof.

(c) The Owner of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas to be enclosed by any material of whatsoever kind or nature, or affixed with sun shades, awnings, or brackets of whatsoever nature, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as drawn under the Plans.

9. No Owner shall construct any unauthorised structure of whatsoever nature on any flat roof(s), upper roof(s) or roof(s) of the Development that may contravene any ordinance, by-law, code of practice or regulation promulgated by the Government or any Government department from time to time.

10. No Owner shall do or permit or suffer to be done any act, deed, matter or thing which may in any way interfere with, cause any damage to or adversely affect or cut down any Preserved Trees, or relocate any Preserved Trees without the prior written consent of the Director of Lands (or other relevant Government authorities) and the Manager; and each Owner shall keep, maintain and preserve any Preserved Trees located within his Unit or the garden areas thereof at his own costs and expenses to the satisfaction of the Manager and in accordance with the terms and conditions of the Government Grant.

11. The covenants, provisions and restrictions set out in this Sub-Section B shall be subject to and without prejudice to the rights reserved to the Registered Owner under



Clause 8 of Section II of this Deed.

C. Covenants and Provisions Applicable to Owners of Car Parks

1. No Owner shall use the Car Parks in the Development for any purpose other than for the purpose of parking licensed private motor vehicles or (as the case may be) motor cycles only and no articles, goods or other things except motor vehicles or (as the case may be) motor cycles shall be allowed thereon. The Car Parks shall be used solely for the purpose of parking licensed motor vehicles or (as the case may be) motor cycles belonging to the Owners or the residents or occupiers of the Units or their bona fide guests, visitors or invitees and shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
2. All Owners shall park their vehicles within their own Car Parks.
3. No Owner may park his vehicle in such a manner as to cause inconvenience or annoyance to the Owners of the adjoining Units.
4. No vehicle may exceed the speed limit (if any) displayed in the Common Areas.
5. All vehicles must display in a prominent position the car identification badges or labels, otherwise entry to the Development may be refused.
6. No Owner shall make any alteration to his Car Park or erect any posts or chains thereon and thereto without the prior written consent of the Manager.
7. No Owner shall sub-divide any Car Parks (irrespective of its size and area) for any purposes, including, but not limited to, sale, assignment, lease, license, charge or disposal.
8. No Owner shall allow his vehicle parked in any Car Parks to deteriorate to a condition detrimental to the environmental appearance of the Development.
9. No Owner shall, nor shall be allowed to, park more than one vehicle in each Car Park.
10. The covenants, provisions and restrictions set out in this Sub-Section C shall be subject to and without prejudice to the rights reserved to the Registered Owner under Clause 8 of Section II of this Deed.

D. Covenants and Provisions Applicable to Owners of Houses

1. Owners who have a common wall adjoining their respective Houses or a wall dividing the land upon which the Houses are constructed, shall each have the right to the use of the interior surface of the wall on his side. No Owner shall use any portion of the

wall so as to interfere with the use and enjoyment of the other Owner. No Owner shall erect any fence or any structure or protrusion (such as spikes or wires) on top of the wall without the written consent of the other Owner and the written consent of the Manager. No Owner shall put structures of any kind (such as any fish pond or aquarium) so near to the wall as to cause leakage of water to the other side of the wall or as to be likely to cause the wall to collapse. If the wall or any portion thereof, except the interior surface of one side, is damaged or injured from any cause other than the act or negligence of either party, it shall be repaired or rebuilt at their joint cost and expense. No Owner shall make any alteration or addition to the exterior of the wall without the prior written consent of the Manager.

2. Each Owner shall maintain his House (both interior and exterior condition), garden areas, utility platforms, balconies, flat roofs, external walls and parapet walls pertaining to the House and all other areas the exclusive possession of which he is entitled in good repair and condition and in such manner so as to avoid any loss, damage, nuisance or annoyance to any other Owners or occupiers of any part or parts of the Development.

3. For the purpose of maintaining an uniform and harmonious external appearance and landscaping of the Development, and, in addition to but without prejudice to any restrictions (if any) as prescribed in the other provisions of this Deed, each of the Owners hereby covenants that he would not do, permit or suffer to be done any act or thing which may or will alter the external appearance and facade of the Houses and the landscaping features in the Development without the prior written consent of the Manager, and the Manager shall have absolute discretion in determining whether or not its written consent should be given.

4. Without prejudice to the generality of the preceding Clause 3, each Owner covenants not to do any of the following without first having obtained the Manager's approval:

- (a) not to make any alterations or additions to any facade of their Houses;
- (b) not to put any canvas or awning onto any roof deck of their Houses other than those the colour and design of which have been approved by the Manager;
- (c) not to alter any structures or the positions of any external walls;
- (d) not to deck any voids or cover with any structure any roof, terrace, patio, garden or any other open area;
- (e) not to:
  - (i) install any metal grille;
  - (ii) build any parapet masonry walls;

(iii) add any trellis on any roof or deck; or

(iv) install exterior lighting of any kind

other than those the designs and types of which have been approved by the Manager;

(f) not to enlarge or alter the colour and type of the external walls and/or windows and/or the exterior doors of their Houses;

(g) not to position any antennas on any roof top of their Houses other than in the position approved by the Manager;

(h) not to install any canvas or other type of umbrella other than those the colours or types of which have been approved by the Manager;

(i) not to build a swimming pool, whether portable or otherwise, or sink a well, or erect any object or structure in the ground or garden of any House, whether front or rear;

(j) not to relocate, alter, damage or change any stormwater manholes, downpipes at the garden area or the enclosures to such;

(k) not to change, alter, damage or relocate any trench at the garden area nor shall any trench be covered by any material or structure so as to block the access (if necessary) by the Manager to the trenches to carry out any necessary repairs or maintenance to any pipes laid at any of the trenches.

5. The covenants, provisions and restrictions set out in this Sub-Section D shall be subject to and without prejudice to the rights reserved to the Registered Owner under Clause 8 of Section II of this Deed.

## SECTION VI

### MANAGEMENT OF THE DEVELOPMENT

#### A. Appointment of Manager

1. The management of the Land and the Development shall be undertaken by the Manager.

2. (a) Subject to the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), the Manager is hereby appointed as the first manager to manage the Land and the Development for the initial term of TWO (2) years from the date hereof and, thereafter, shall continue to manage the Development until its appointment is terminated in accordance with the provisions of this Deed.

(b) The appointment of the Manager shall be terminated:

(i) by resignation from such appointment by the Manager giving not less than three months' notice in writing to the Owners' Committee (or where there is no Owners' Committee, by serving such notice on each of the Owners and by displaying such a notice in a prominent place in the Development. Such notice may be given by delivering it personally to the Owners; or by sending it by post to the Owners at his last known address; or by leaving it at his Unit or by depositing it in the letter box for his Unit); or

(ii) prior to the formation of the Owners' Corporation, by removal (without compensation) by the Owners' Committee upon a majority resolution of a meeting of the Owners under Clause A12(c) of Section VII hereof and the giving of three (3) months' notice in writing to the Manager; or

(iii) if the Manager is wound up or has a receiving order made against it.

(c) (i) Subject to sub-clause (c)(v) of this clause, at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution passed by a majority of the votes of the Owners voting either personally or by proxy and supported by Owners of not less than 50% of the undivided shares in aggregate, terminate by notice the Manager's appointment without compensation.

(ii) A resolution under sub-clause (c)(i) of this clause 2 shall have effect only if:

(1) the notice of termination of appointment is in writing;

- (2) provision is made in the resolution for a notice period of not less than three (3) months or, in lieu of notice, provision is made in the resolution for an agreement to be made with the Manager for payment to the Manager of a sum equal to the amount of the Manager's Remuneration which would have accrued to the Manager during that period;
  - (3) the notice is accompanied by a copy of the resolution terminating the Manager's appointment; and
  - (4) the notice and the copy of the resolution is given to the Manager within fourteen (14) days after the date of the meeting.
- (iii) The notice and the copy of the resolution referred to in sub-clause (c)(ii)(4) of this clause 2 may be given:
- (1) by delivering them personally to the Manager; or
  - (2) by sending them by post to the Manager at its last known address.
- (iv) If a notice to terminate a manager's appointment is given under this sub-clause (c):
- (1) no appointment of a new manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
  - (2) if no such appointment is approved under sub-clause (c)(iv)(1) of this clause 2 by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent manager.
- (v) For the purpose of sub-clause (c)(i):
- (1) only the Owners of undivided shares who pay or who are liable to pay contribution towards the management expenses relating to those undivided shares shall be entitled to vote;
  - (2) the reference in sub-clause (c)(i) to the "Owners of not less than 50% of the undivided shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the undivided shares in aggregate who are entitled to vote.

- (vi) If a contract for the appointment of a manager other than a Manager contains no provision for the termination of the manager's appointment, sub-clauses (b) and (c) of this clause apply to the termination of the manager's appointment as they apply to the termination of a Manager's appointment.
  - (vii) Sub-clause (vi) of this clause operates without prejudice to any other power there may be in a contract for the appointment of a manager other than a manager to terminate the appointment of the manager.
  - (viii) This sub-clause (c) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but does not apply to any single manager referred to in that Section.
- (d) Upon termination of the Manager's employment in whatever manner that may occur, the Owners' Committee shall, immediately thereafter appoint another service company or agent in its stead and, on appointment thereof, the Owners' Committee shall, on behalf of the Owners, enter into a management agreement with such service company or agent defining the rights, duties and obligations of the Manager which rights, duties and obligations shall be consistent with those set out in this Deed.

3. Subject to the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), the Manager shall be appointed to act as agent for and on behalf of all Owners duly authorized in accordance with the provisions of this Deed in respect of any matters concerning the Common Areas and the Common Facilities, and each Owner hereby appoints the Manager irrevocably as agent in respect of any matter concerning the Common Areas and the Common Facilities duly authorized in accordance with the provisions of this Deed, and with full power of delegation to enforce the provisions of this Deed and to execute and sign all deeds and documents for and on behalf of all the Owners as shall be required or may be deemed proper for or in relation to all or any of the purposes of this Deed.

4. The Manager shall be bound by and shall observe and perform the covenants and conditions set out in the Government Grant as the Manager of the Land and the Development and all of the conditions, duties and obligations herein provided and shall have all of the rights and privileges herein granted to the Manager.

#### B. Powers, Rights and Duties of Manager

1. The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and, except as otherwise herein expressly provided, the Manager shall be responsible for and shall have full and unrestricted authority to do all such

acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties, rights and powers, namely:

- (a) To employ a qualified architect or professional to inspect the Development (save only the interior of the Units) including the Common Areas and the Common Facilities at such time or times as the Manager shall deem necessary, and to prepare a report of such inspection which report will be kept at the management office in the Development and will be open to inspection by all Owners and occupiers of any of part of the Development, and the Manager will furnish, upon request, to any such Owner or occupier a copy of the report at a reasonable charge PROVIDED THAT any charges or fee collected hereunder shall be credited to the management fund.
- (b) To put in hand and ensure the satisfactory completion of works necessary to maintain any Common Areas and Common Facilities including, without limitation, any Green and Innovative Features (save and except those forming part of any Unit) so as to ensure that the same are maintained in a good, clean and safe condition at all times and, for this purpose, to employ reputable and competent contractors and workmen.
- (c) To ensure that all the Owners or occupiers maintain the Units owned or occupied by them, and if there shall be any default on the part of any such Owners or occupiers, to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or occupier.
- (d) To paint, wash, tile or otherwise treat, as may be appropriate, the Common Areas at such intervals as the same may, in the opinion of the Manager, be reasonably required to be done.
- (e) To replace any glass in the Common Areas that has been broken.
- (f) To keep all the Common Areas properly lighted and ventilated.
- (g) To keep in good order and repair the ventilation of the enclosed Common Areas.
- (h) To keep the Common Areas and all parts thereof in a clean sanitary and tidy condition.
- (i) To prevent any decaying, noxious, excrementitious or other refuse matter from being deposited on the Development or any part thereof and to remove all refuse from such parts of the Development and arrange for its disposal at such regular intervals and to maintain, either on or off the Development, refuse collection facilities to the satisfaction of the Director of Food and

Environmental Hygiene.

- (j) To prevent the obstruction of all the Common Areas and to remove any article or thing causing obstruction. If and whenever any article or thing shall be placed or stored on or in any part of the Common Areas, the Manager or its agents, servants, caretakers or cleaners of the Development shall first give the defaulting party (if identifiable) reasonable prior written notice (except in the case of emergency) to remove the article or thing causing the obstruction. In the event that such defaulting party cannot be identified, the Manager shall have the right, without giving any prior notice to the defaulting party, to remove such article and thing from such part of the Common Areas to another place or places as the Manager shall think fit. All costs and expenses incurred by the Manager for such removal shall be reimbursed upon demand to the Manager by the defaulting party and the defaulting party shall not claim against the Manager or its agents, servants, caretakers or cleaners for any loss or damage to such article or thing due to such removal.
- (k) To keep all the common sewers, drains, watercourse and pipes free and clear from obstructions.
- (l) To keep all the Common Facilities in good and working order and to extend or provide additional facilities as the Manager shall, in its reasonable discretion, deem necessary or desirable for the benefit of the Land and the Development.
- (m) To keep all lighting equipment water and sewage systems in good and working order and in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's reasonable discretion and subject to prior written approval of the Owners' Committee (if formed) or the Owners' Corporation, if formed, to enter into contracts with third parties for the maintenance thereof. The Manager shall also be responsible for all works required for any alteration to the sewage system and future connection of the same to the public culvert to be constructed if so required by the Government and all costs and expenses for such works shall be borne by the Owners provided that such costs and expenses shall first be paid out of the Special Fund.
- (n) To prevent, so far as is possible, any refuse or other matter from being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property, and to remove any such matter therefrom, and to ensure that no damage is done to any part of any Government or other drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works, being in, under, over or adjacent to the Land or any part thereof, by reason of any maintenance or other works carried out



by the Manager as herein provided and to make good any such damage to the satisfaction of the Government.

- (o) To remove any structure, installation, signboard, sunshade, bracket, fitting or other thing in or on any part of the Development which has been erected in contravention of any provision of this Deed or the Buildings Ordinance or any other ordinance, by-law or regulation or which has been erected without the prior written permission of the Manager (or if such permission has been given, upon the expiration or withdrawal of the same, or if any conditions of such permission is breached) and to demand and recover, from the person who has erected or installed such structure or other things as aforesaid, the cost of such removal and the making good of any damage thereby caused.
- (p) To maintain fire fighting equipment and fire alarms and to comply with all requirements of the Fire Services Department and, generally, so far as may be possible, to keep the Development safe from fire at all times.
- (q) To provide a security force, watchmen porters and caretakers and to provide and maintain burglar alarms and other security equipment and, generally, so far as may be possible, to maintain security in the Development at all times.
- (r) To do all things which the Manager shall in his absolute discretion deem necessary or desirable for the purposes of maintaining and improving the Common Facilities for the better enjoyment or use of the Development by its Owners, occupiers and their licensees provided that the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works to the Common Areas and Common Facilities which involve expenditure in excess of 10% of the current annual Management Budget.
- (s) To appoint solicitors to advise on matters which arise in the management of the Land and the Development and which necessitate professional legal advice and with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and the Development or any part thereof (except proceedings relating to the rights or obligations of individual Owners) and, in particular, but without limiting the generality of the foregoing, in all proceedings in which the Government shall be a party and, at all times within 7 days of being requested so to do by the Director of Lands or other competent officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provisions amending or in substitution for the same).
- (t) To prevent (by legal action, if necessary) any person, including an Owner, from occupying or using, otherwise than in accordance with the written permission of the Manager or the provisions of this Deed or the Government

Grant or the Occupation Permit, any of the Common Areas or any part of the Land and the Development.

- (u) To take all steps necessary or expedient for complying with the covenants and conditions contained in the Government Grant and any statutory or Government requirements concerning or relating to the Development for which no Owner or occupier of the Development is directly responsible.
- (v) To prevent (by legal action, if necessary) and to take action to remedy any breach, by any Owner or other person resident in or visiting the Land and the Development of any terms and conditions contained in the Government Grant, any statutory or administrative rules or regulations or this Deed.
- (w) To prevent any person detrimentally altering or injuring any part of the Development or any of the Common Facilities.
- (x) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant Sub-Deed of Mutual Covenant.
- (y) To pay and discharge, out of all monies so collected, all outgoings relating to the management of the Development or as may be incurred by the Manager hereunder.
- (z) Unless otherwise directed by the Owners' Corporation (if formed), to insure and keep insured, and update to the full new reinstatement value, in respect of the Common Areas and the Common Facilities and all parts thereof as comprehensively as reasonably possible and in particular, against loss or damage by fire or other perils, and to effect insurance against public liability, occupiers' liability and employer's liability and other liabilities in such items or in such amounts as the Manager may think fit, such insurance to be in the name of the Manager itself, for and on behalf of all the Owners according to their respective interests, and to pay all premia required to keep such insurance policies in force and updated.
- (aa) To keep proper records of accounts of all expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder as herein provided.
- (ab) To represent the Owners in all matters and dealings with any Government or utility or other competent authority, or any other person whomsoever in any way touching or concerning the Land and the Development or the Common Areas and the Common Facilities, with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings so long as the same does not contravene or is not in conflict with any of the provisions of this Deed.

- (ac) To commence, conduct, carry on and defend legal and other proceedings touching or concerning the Land and the Development or the management thereof in the name of the Manager.
- (ad) To enforce the due observance and performance by the Owners, or any person occupying any part of the Development through, under or with the consent of any such Owner, of the terms and conditions of this Deed and the House Rules hereunder and to take action, including the commencement and conduct of legal proceedings, to enforce the due observance and performance thereof and/or to recover damages for any breach, non-observance or non-performance thereof and the registration and enforcement of charges as hereinafter mentioned.
- (ae) To enforce the due observance and performance of the House Rules.
- (af) To post the address of the Unit in respect of which a default or breach of the terms and conditions of this Deed as aforesaid has occurred, together with particulars of the default or breach, on the notice boards and/or other prominent spaces within the Development after prior written notice to the defaulting Owner if the defaulting Owner fails to remedy his default or breach after a reasonable period of time has been given to him to do so.
- (ag) To recruit, dismiss and employ such staff as may from time to time be required to perform and discharge its duties hereunder on such terms as the Manager shall, in its absolute discretion, decide and to provide accommodation within the Land, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.
- (ah) To take all reasonable actions to abate any nuisance affecting the Owners and occupiers of the Development or any Unit of the Development and, for such purpose to enter into any part or Unit of the Development for the purpose of abating such nuisance when necessary, upon reasonable notice (except in case of emergency) provided that the Manager shall at his own costs and expenses repair any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his employees, contractors or agents.
- (ai) To do all such other things as are reasonably incidental to the management of the Land and the Development.
- (aj) To maintain and keep, in good repair and condition the Common Facilities and the Common Areas and, when necessary, upon reasonable prior written notice (except in case of emergency), to enter into any part or any Unit of the Development for the purpose of carrying out necessary repair and maintenance works to the Land and Development and the Common Areas

and the Common Facilities, or to abate any hazard or nuisance which does or may affect the Common Areas and the Common Facilities or other Owners Provided that the Manager shall, in the exercise of such rights, ensure that the least disturbance is caused to the Units and shall at his own costs and expenses repair any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his employees, contractors or agents.

- (ak) Except in accordance with Clause 9 of Section B of this Section VI, the Manager shall not, in any financial year, enter into any contract that involves (i) amounts in excess of \$200,000.00 (or such other amount as the Secretary for Home Affairs may specify by notice in the Gazette) or (ii) an average annual expenditure of more than 20% of the Management Budget or revised Management Budget (as the case may be) (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser.
- (al) To manage, control and maintain the parking of cars and other vehicles and the loading and unloading of goods or passenger within and/or in the Common Areas and the flow of vehicular traffic over all roads and other areas intended for common use and in particular to ensure that the Car Parks are used solely for their intended purposes and that the Common Areas and all roads and other areas intended for common use remain unobstructed.
- (am) To install in or affix to and use (or permit any person to install in or affix to and use) any part of the Common Areas for the installation, erection and maintenance of flue pipes, conduits, aerials and/or dish installation (if any), apparatus, structures and/or other equipment relating to the broadcasting and/or reception of cable and/or satellite television and/or other telecommunication systems, plant, machinery and other apparatus or equipment (all of which, upon such installation or erection, shall form part of the Common Facilities) and to lease, licence, install, affix, erect, place and maintain, or contract for the leasing, licensing, installation and maintenance of, communal radio and/or television aerials and/or satellite master antennae television system and/or cable television system which serve the Development, or any part thereof, and such apparatus, equipment, cables, wires, pipes, antennae or structures in relation thereto in accordance with Clause 10 of this Section B of Section VI of this Deed (where appropriate), and, for such purposes, to apply for all necessary licence(s) or consent(s) from the Government and/or other relevant authorities provided that such installation shall not unreasonably affect the enjoyment of the Development by the Owners and occupiers. Any payment received therefor shall be credited to the Special Fund.
- (an) Subject to the prior written approval of the Owners' Committee (if formed) or the Owners' Corporation (if formed), to enter into, and thereafter change,

amend, vary, add to, alter or cancel any Deed(s) of Mutual Grant and/or Deed(s) of Mutual Grant and Release and/or any other Deed(s) and/or Agreement(s) whatsoever with any person(s) or corporation(s) in connection with the granting and/or reservations of rights, easements, rights of way, privileges, benefits, obligations and/or any other matters affecting the Land and the Development and/or any adjoining properties. Such Deed(s) or Agreement(s) shall contain such provisions as the Manager deems fit and necessary in the circumstances Provided that the Owners' right to occupy and enjoy their respective Units is not interfered with Provided further that any consideration received therefor shall be credited to the management fund.

- (ao) Subject to the prior written approval of the Owners' Committee (if formed) or the Owners' Corporation (if formed), to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements (whether formal or informal) with the Government or such other parties and upon such terms and conditions and with or without consideration in respect of any part or parts of the Common Areas as the Manager shall reasonably consider necessary to ensure efficient management of the Land and the Development PROVIDED THAT such grant of rights shall not contravene the terms and conditions contained in the Government Grant and this Deed and the Owners' right to occupy and enjoy their respective Units is not interfered with Provided Further That any charges or fees collected hereunder shall be credited to the management fund.
- (ap) Subject to the prior written approval of the Owners' Committee (if formed) or the Owners' Corporation (if formed), to grant right of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person or persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and the Common Facilities and, on behalf of the Owners, to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Government Grant and this Deed and the Owners' right to occupy and enjoy their respective Units is not interfered with.
- (aq) Subject to the prior written approval of the Owners' Committee (if formed) or the Owners' Corporation (if formed), to grant reasonable easements, rights of way, quasi-easements (if any), rights, privileges and/or licences to the Government, the Registered Owner or other owner(s) of any adjacent land and/or adjacent building or any person to use, connect to, construct, lay, maintain, remove, renew and/or replace any roads, passageways, walkways, footpaths, open spaces, nullahs and culverts, sewage treatment plant and facilities, refuse collection and disposal areas and facilities, drainage systems, drains, pipes, cables, irrigation pipes, pumps and other installations,

apparatus, fittings, chambers, and other equipment and structures at or within the Land and the Development on such terms as the Manager deems fit Provided that the exercise of all or any of the rights herein conferred upon the Manager shall not contravene the terms and conditions contained in the Government Grant and this Deed and shall not interfere with an Owner's right to the physical use and occupation of his Unit and Provided Further that all monetary consideration (if any) received therefor pursuant to this sub-clause shall be credited to the management fund.

- (ar) To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Common Facilities, including the Recreational Facilities and their ancillary facilities in the Common Areas and Common Facilities, to remove any person thereon who fails to comply with or is in breach of any House Rules relating to such Common Areas and Common Facilities, and to exclude any person who has been in persistent breach of such House Rules from the use of such Common Areas and Common Facilities for such period as the Manager shall, in its discretion, deem appropriate PROVIDED THAT any charges or fees collected hereunder shall be credited to the management fund.
- (as) Subject to sub-clause (ak) of this clause, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants and to do all such things as are reasonably incidental to the management of the Development.
- (at) To have the full authority, of and on behalf of the Owners, to engage suitable qualified personnel to inspect, keep and maintain, in good substantial repair and condition, the Slopes and Retaining Walls or other structure, in compliance with the Government Grant and in accordance with the Maintenance Manual(s) for the Slopes and Retaining Walls and in particular, in accordance with all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slopes and Retaining Walls, and related structures and to collect from the Owners all costs lawfully incurred or to be incurred by the Manager in carrying out such maintenance and repair. For the purpose of this clause, the Manager shall include Owners' Corporation, if formed.
- (au) To improve, control, operate and manage the Recreational Facilities and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Common Facilities and maintain the same, including any access, steps, staircases and ramps, within the Land.
- (av) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate,

the structure and fabric of the Development and the external walls elevations and facade thereof, (excluding, for the avoidance of doubt, the external walls of, or forming part of, an individual Unit or any part thereof the exclusive use or possession of which the Owner of the individual Unit is entitled to) but excluding windows, window glass and window frames except those situated in the Common Areas and Common Facilities PROVIDED, however, THAT the Manager shall have the power, at the expense of the Owner concerned, to replace any broken window glass if any window glass shall be broken and is not replaced for seven (7) days after the Manager shall have served a notice on the Owner or occupier of the Unit concerned requiring him to replace the same.

- (aw) To maintain any drainage system, whether within or outside the Land, which is required to be maintained pursuant to the provisions of the Government Grant.
- (ax) To make suitable arrangements for the supply, use or provision of water, gas and electricity and any other utility or service and any rights and privileges to or for the Land and the Development or any part thereof and to lease or licence any adjacent land or building or land or building in the vicinity for the use and benefit of the Land and the Development or any part thereof on such terms as the Manager deems fit PROVIDED THAT the written approval of the Owners' Committee (if formed) or the Owners' Corporation (if formed) of the same shall first be obtained.
- (ay) To prevent any person from overloading the floors of the Development or any part or parts thereof.
- (az) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wirings in the Development.
- (ba) To ensure that all Owners use the water supply properly.
- (bb) To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Development as a whole.
- (bc) To provide festive decorations and to organize such festive celebrations or activities for the Development as the Manager shall, in its reasonable discretion, consider desirable Provided that prior approval by a resolution of Owners at an Owners' meeting convened under this Deed is required for any decorations of the Common Areas and the Common Facilities which involves expenditure in excess of 10% of the current annual Management Budget.
- (bd) Subject as otherwise provided in this Deed, to give or withhold its written consent or approval to anything which requires its written consent or

approval pursuant to this Deed or any relevant Sub-Deed of Mutual Covenant (provided that the Manager shall act reasonably in giving or withholding such written consent or approval) and to impose conditions or additional conditions relating thereto.

- (be) Subject as otherwise provided in this Deed, from time to time to compile rules and regulations governing:
  - (i) the convening, conduct, and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
  - (ii) the quorum for the conduct of business at any such meetings;
  - (iii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
  - (iv) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;
  - (v) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat.
- (bf) To convene such meetings of the Owners as may be necessary or requisite and to act as secretary to keep minutes of such meetings.
- (bg) If the Manager shall in its discretion deem fit to operate or contract for the operation of shuttle bus services for the use and benefit of the Owners and residents for the time being of the Development whether on its own or together with the manager and/or owners of other neighbouring premises and during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of the shuttle bus services such fares as the Manager may think reasonable PROVIDED THAT the prior written approval of the Owners' Committee or the Owners' Corporation, if formed, is obtained for the exercise of the right under this sub-clause and any fares collected hereunder shall be credited to the management fund.
- (bh) Without prejudice to the Manager's obligations under this Deed, to appoint or employ agents, contractors or sub-managers, which may include professional property management companies, to carry out the management, maintenance, operation and control of the Common Areas and Common Facilities or any part or parts thereof on such terms and conditions as the Manager shall in its discretion think fit. For avoidance of doubt, the Manager shall not assign or transfer any of his duties or obligations under this Deed to such person or company and such person or company shall remain responsible to the



Manager. The Manager shall at all times be responsible for the management and control of the whole Development.

- (bi) To maintain all areas, open spaces and facilities as are required to be maintained under the provisions of the Government Grant and in the manner as provided therein.
- (bj) Without prejudice to the other powers and duties of the Manager contained herein, to carry out such decoration, renovation, improvement works or such other works, whether or not of a cosmetic nature, in respect of the Common Areas and the Common Facilities or any part(s) thereof for the purpose of enhancing, upgrading or improving the appearance, condition or amenities of the Development Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement work to the Common Areas and Common Facilities or any improvement to facilities or services which involves expenditure in excess of 10% of the current annual Management Budget.
- (bk) To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and the occupiers of the Development and to ensure that the recovery facilities shall consist of material that will not cause any fire hazard, and shall be placed in locations so as not to cause obstruction to any fire escape route and to maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and the occupiers of the Development. Such recyclable materials recovered from the waste separation and recovery facilities shall be properly collected, stored and sent for recycling, if the Manager considers appropriate and fit to do so.
- (bl) To organize any activities as the Manager may consider appropriate to promote environmental awareness of the Owners and the occupiers of the Development and to encourage the Owners and the occupiers of the Development to participate in such activities with a view to improving the environmental conditions of the Development.
- (bm) To make House Rules to require the Owners and the occupiers of the Development to dispose of any refuse, rubbish, litter or other article or thing properly for waste separation and recycling purposes.
- (bn) To make House Rules to protect the environment of the Development and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.
- (bo) To inspect, maintain and carry out all necessary works for the maintenance

of the Works and Installations.

- (bp) To upkeep and maintain the Transformer Rooms in accordance with the provisions and maintenance responsibilities stipulated in the Code of Practice 101 for Distribution Substation Design Version 9.1 issued by CLP Power Hong Kong Limited and any amendment thereto.
- (bq) To manage and maintain artificial lighting and backup emergency system and to comply with all requirements as set out in the Code of Practice for Minimum Fire Services Installations and Equipment and conduct regular maintenance of the artificial lighting and backup emergency systems from time to time.
- (br) To suspend water supply to any Unit of the Development temporarily in order to avoid water leakage in case of emergency or for the purpose of abating any nuisance affecting the Owners and occupiers of the Development or any Unit of the Development.
- (bs) To manage, uphold, maintain and repair the New Footpaths and everything forming a portion thereof or pertaining thereto in accordance with the Government Grant.
- (bt) To pay the Government rent and rates for the whole of the Land, if there is no separate assessment or apportionment for individual Units.

2. In connection with the exercise of or incidental to the Manager's rights mentioned in the preceding Clause 1, each Owner agrees that the Manager (and its successors) may, without joining the Owners, sign and/or seal and execute such deed(s) or document(s) as it or they consider(s) necessary or desirable and each Owner do hereby appoint the Manager (and its successors) as his attorney (with full power of delegation, and who may act through such officers, employees, agents and nominees as the attorney may from time to time appoint) to exercise, effect and perform and/or to sign and/or seal and execute any deed(s) and document(s) on his behalf (if necessary, in conjunction with the Manager and/or other Owners) and, as his act and deed, to deliver such deed(s) and document(s) as shall be required in connection with the exercise of such rights by the Manager (and its successors) to effectuate any of the aforesaid purposes, and such Owner hereby covenants that he will ratify and confirm all that the Manager (and its successors), as such attorney as aforesaid, shall lawfully do or cause to be done by virtue of this Deed, and that the power of attorney hereby given shall bind the executor or executors and the administrator or administrators and the successor or successors and assign or assigns of such Owner and shall not be revoked by the death, incapacity or the winding up (as the case may be) of such Owner.

3. The Manager shall have power to make House Rules before the formation of the Owners' Committee for the purpose of regulating the use, operation and maintenance of the Development and any of the structures, facilities, services or amenities thereof and the conduct of persons occupying, using or visiting the same. It may (subject to the approval

of the Owners' Committee (if any)) from time to time revoke and amend the House Rules. The House Rules and any amendments thereto must not be inconsistent with or contravene the provisions of this Deed, Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) or the conditions of the Government Grant. Such House Rules shall be binding on all of the Owners and their tenants, licensees, servants or agents. A copy each of the House Rules from time to time in force shall be posted on a public notice board in a prominent place in the Development and a copy thereof shall be supplied to each Owner, on request, free of charge.

4. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.

5. The Manager shall have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner, or any person occupying any part of the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and of the House Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 4 of Subsection E of this Section hereinafter appearing shall apply to all such proceedings.

6. The Manager shall have the right and power to require each Owner to pay a proportionate part of all the expenditure lawfully incurred or to be incurred for the provision, operation, necessary repair, decoration, renovation, improvement, management, upkeep and maintenance of the Slopes and Retaining Walls and related structure and the Common Areas and Common Facilities, as provided in this Deed Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works to the Common Areas and Common Facilities which involves expenditure in excess of 10% of the current annual Management Budget.

7. The Manager shall not be made personally liable for carrying out any required slope maintenance and related works, whether under the Government Grant or otherwise (such works shall remain the responsibility of the Owners) if, having used all reasonable endeavours, he has not been able to collect the costs or the required works from all Owners.

8. Notwithstanding any provision to the contrary herein contained, the Manager's rights and duties to manage the Development shall not include carrying out any improvements to facilities or services which involve expenditure in excess of 10% of the current annual Management Budget, except with the prior approval by a resolution of Owners at a meeting of the Owners convened under this Deed.

9. Subject to the provisions in the Seventh Schedule to the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), the procurement of supplies, goods or services by the Manager or the Owners' Committee that involves (a) amounts in excess of \$200,000.00 (or such other sum as the Secretary for Home Affairs may

specify by notice in the Gazette) or (b) an average annual expenditure of more than 20% of the Management Budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in section 20A of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) will apply to the Manager or the Owners' Committee with any appropriate variations.

10. Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions:

- (i) the term of the contract will not exceed three (3) years;
- (ii) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and
- (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.

C. Manager's Remuneration

1. The Manager's Remuneration shall not exceed ten percent (10%) per annum (subject to variation by resolution of the Owners at meetings of the Owners convened under this Deed) of the total annual management expenditure of the Land and the Development (excluding the Manager's Remuneration itself, and any capital expenditure (or expenditure drawn out of the Special Fund as referred to in Clause 10 of Subsection D of this Section VI)) necessarily and reasonably incurred in the management of the Land and the Development provided that by a resolution of the Owners at an Owners' meeting convened under this Deed any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate applicable under this clause or at such lower rate as considered appropriate by the Owners. Payment of the Manager's Remuneration shall be in advance in the manner as shall be determined by the Manager. Any over-payment of the Manager's Remuneration in the year in question shall be refunded and be paid by the Manager into the management fund within 21 days of the completion of the auditing of the annual accounts for such year as provided under Clause 5 of Subsection H of this Section and any adjustment payment that needs to be made by the Owners to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year calculated in accordance with the first sentence of this clause shall likewise be made within 21 days of the completion of the auditing of the annual accounts for such year.

2. The sums payable to the Manager under the provisions aforesaid shall be the

net remuneration of the Manager for its services as Manager and shall not include the costs and expenses for any staff, facilities, accountancy services or other professional supervision for the Land and the Development which costs and expenses shall be a direct charge upon the management fund or the Special Fund as appropriate.

D. Management Budget and Contribution by Owners

1. (a) The Manager shall prepare an annual budget to be called "the Management Budget" for the ensuing financial year for the purpose of determining the contributions respectively payable by the Owners and such budget shall show all the estimated management expenditure of the Land and the Development for the ensuing financial year.
- (b) A copy of the draft Management Budget shall be sent to the Owners' Committee or, where there is no Owners' Committee, shall be displayed in a prominent place in the Development for at least seven (7) consecutive days, together with a notice inviting each Owner to send his comments to the Manager within a period of 14 days from the date the draft Management Budget was sent or first displayed.
- (c) After the end of the 14-day period, the Manager shall prepare the Management Budget and send a copy to the Owners' Committee or, where there is no Owners' Committee, display a copy in a prominent place in the Development and cause it to remain so displayed for at least seven (7) consecutive days.
- (d) If the Manager has not complied with sub-clauses (b) and (c) of this clause before the start of a financial year (other than the first financial year), the total amount of management expenditure for that year shall, until the Manager has so complied, be deemed to be the same as the previous financial year. If the aforesaid have been complied with, the amount which the Owners shall contribute shall be calculated and adjusted accordingly.
- (e) Where a Management Budget has been sent or displayed in accordance with sub-clauses (b) and (c) of this clause and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised Management Budget as apply to the draft Management Budget and Management Budget by virtue of sub-clauses (a), (b) and (c) of this clause.
- (f) Where a revised Management Budget is sent or displayed in accordance with sub-clause (e) of this clause the total amount of management expenditure for that financial year shall be the total management expenditure or the estimated management expenditure specified in the revised Management Budget and the amount that Owners shall contribute towards the management expenditure shall be calculated and adjusted accordingly.

- (g) If there is an Owners' Corporation and, within a period of one (1) month from the date that a Management Budget or revised Management Budget for a financial year is sent or first displayed in accordance with sub-clauses (b), (c) or (e) of this clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the Management Budget or revised Management Budget, as the case may be, the total amount of management expenditure for the financial year shall, until another Management Budget or revised Management Budget is sent or displayed in accordance with sub-clauses (b), (c) or (e) of this clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenditure (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (h) The Manager shall supply any Owner with a copy of any draft Management Budget or revised Management Budget on request and upon payment of a reasonable copying charge PROVIDED THAT any charges or fees collected hereunder shall be credited to the management fund.

2. The financial year for the purposes of the Management Budget shall be from 1<sup>st</sup> January to 31<sup>st</sup> December in each year (both days inclusive). The first Management Budget shall be prepared by the Manager before the date falling one month after the date of this Deed and shall cover the period from the date of this Deed until, if such date is on or before 30<sup>th</sup> June of the year, 31<sup>st</sup> December of that year or, if such date is after 30<sup>th</sup> June of the year, until 31<sup>st</sup> December of the following year.

3. The management expenditure in the Management Budget shall include but not be limited to the following:

- (a) Government rent and rates for the whole of the Land if there is no separate assessment or apportionment for individual Units;
- (b) The premia payable for the insurance of the Common Areas and the Common Facilities against fire and other perils, third party and property owners' liability, employers' liability and other liabilities as the Manager deems fit;
- (c) Charges for the supply and consumption of water, gas, electricity, telephone, central air-conditioning (if any) and other utilities to in and for, and any similar charges in connection with the management and maintenance of the Land and the Development other than the Units;
- (d) The cost and expenses of maintaining the foundations, columns and other structures constructed or to be constructed for the support of the Development and such other areas or drains, nullahs, sewers, pipes, watermains and channels, whether within or outside the Land, that are required to be maintained under the Government Grant;

- (e) The costs of lighting, repairing, maintaining, cleaning, painting, decorating and keeping in good condition any parts of the Common Areas and the Common Facilities (including, without limitation, any Green and Innovative Features (save and except those forming part of any Unit) or any part thereof;
- (f) The costs of operating the Common Facilities;
- (g) Remuneration for accountants, caretakers, security guards, watchmen, cleaners and attendants and such other staff as may be required for the proper management of the Land and the Development;
- (h) The costs of refuse collection, storage and disposal in respect of the Land and the Development;
- (i) Such legal or other fees and costs which may be reasonably and properly incurred by the Manager in the performance of any duty or in the exercise of any power hereunder;
- (j) The costs of preparing annual accounts for the Owners and of having the same properly audited by an independent certified public accountant;
- (k) The Manager's Remuneration;
- (l) The costs of maintenance and/or repair works described in Clause 1(at) and (bi) of Sub-Section B of Section VI of this Deed;
- (m) The costs and expenses of maintaining the New Footpaths;
- (n) Any other costs, charges and expenses reasonably and necessarily incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or under any sub-deed or sub-deeds of mutual covenant in respect of any part or parts of the Land and the Development;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature, which shall be payable out of the Special Fund herein mentioned. Costs, charges and expenses of a capital nature shall include, but not be limited to, those relating to establishment, improvement, addition and replacement of installations, systems, facilities, equipment and apparatus within or forming part of the Common Areas and the Common Facilities Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement work referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget.

4. Each annual Management Budget shall be divided into the following parts:

- (i) Part A shall cover the estimated management expenditure which in the opinion of the Manager, is attributable to the Land and the Development and any areas or facilities within the Land and the Development, that are required to be maintained by the Owners under the Government Grant or for the benefit of all the Owners, (excluding those estimated management expenditure contained in Part B, Part C, Part D and Part E of the Management Budget);
- (ii) Part B shall contain the estimated management expenditure which, in the opinion of the Manager, is attributable solely to the Flats or solely for the benefit of all the Owners of the Flats;
- (iii) Part C shall contain the estimated management expenditure which, in the opinion of the Manager, is attributable solely to the Houses or solely for the benefit of all the Owners of the Houses;
- (iv) Part D shall contain the estimated management expenditure which, in the opinion of the Manager, is attributable solely to the Residential Units or solely for the benefit of all the Owners of the Residential Units which do not fall under any of sub-clauses (ii) and (iii) of this clause 4 including but not limited to, the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Recreational Facilities; and
- (v) Part E shall contain the estimated management expenditure, which in the opinion of the Manager, is attributable solely to the Car Parks or solely for the benefit of all the Owners of the Car Parks.

5. The annual Management Budget shall be reviewed by the Owners' Committee (when it has been established pursuant to the provisions of this Deed) or by the Owners' Corporation (if formed), and in the light of such review, the Manager may alter such Management Budget based on the suggestions of the Owners' Committee or the Owners' Corporation and the Management Budget as reviewed or altered as aforesaid shall be deemed adopted.

6. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the following principles:

- (a) Each Owner of a Unit of the Development shall contribute to the amount assessed under Part A of the annual Management Budget in the proportion which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development;
- (b) Each Owner, in addition to the amount payable under (a) above, shall, in respect of each Flat of which he is the Owner, contribute to the amount assessed under Part B of the annual Management Budget in the proportion which the number of Management Shares allocated to his Flat bears to the



total number of the Management Shares allocated to all Flats of and in the Development;

- (c) Each Owner, in addition to the amount payable under (a) above, shall, in respect of each House of which he is the Owner, contribute to the amount assessed under Part C of the annual Management Budget in the proportion which the number of Management Shares allocated to his House bears to the total number of the Management Shares allocated to all Houses of and in the Development;
- (d) Each Owner, in addition to the amount payable under (a) and where applicable (b) and/or (c) above, shall, in respect of each Residential Unit of which he is the Owner, contribute to the amount assessed under Part D of the annual Management Budget in the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Development; and
- (e) Each Owner, in addition to the amount payable under (a) above, shall, in respect of each Car Park of which he is the owner, contribute to the amount assessed under Part E of the annual Management Budget in the proportion which the number of Management Shares allocated to his Car Park bears to the total number of Management Shares allocated to all Car Parks of and in the Development.

Provided however that, notwithstanding any provisions to the contrary herein contained, no Owner may be called upon to pay more than his appropriate share of the management expenditure, having regard to the number of undivided shares and Management Shares, as the case may be, allocated to his Unit. The Registered Owner shall make payments and contributions towards the management expenditure which are of recurrent nature in respect of those Units and undivided shares unsold, provided that it shall not be obliged to make the payments and contributions aforesaid in respect of Management Shares allocated to any part(s) of the Development the construction of which has not been completed, except to the extent that such uncompleted part(s) benefit(s) from the provisions of this Deed as to management and maintenance of the Development. All outgoings including management expenses and any government rent up to and inclusive of the date of assignment of the Units shall be paid by the Registered Owner. An Owner must not be required to make any payment or reimburse the Registered Owner for these outgoings.

7. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the provisions of this Deed and shall determine the time and place of payment and, unless otherwise determined by the Manager, each Owner shall, on the first day of each and every calendar month (whether legally demanded or not), pay to the Manager a sum representing one-twelfth of such Owner's liability to contribute to the management expenditure for that year.

8. (a) Without prejudice to the proviso in Clause 6 of this Subsection, in the event

of a deficiency occurring, or seeming to the Manager likely to occur, or if there shall be any change in circumstances which, in the opinion of the Manager (whose decision shall be conclusive save for manifest error), requires any revision to the Management Budget, the Manager may at any time, during the financial year, prepare a revised Management Budget in accordance with the procedures set out in Clauses 1(a), (b) and (c) of Subsection D of this Section. Such revised Management Budget shall be reviewed by the Owners' Committee and the provisions of Clause 1(g) and Clause 5 of Subsection D of this Section shall apply, mutatis mutandis, to the revised Management Budget as to the annual Management Budget. A revised Management Budget may be further revised as often as the Manager considers reasonably necessary.

- (b) The Manager shall also have the power, in the event of a revised Management Budget completed pursuant to and in accordance with sub-clause (a) hereof, to add to the amount to be contributed monthly by any Owner such additional amount as shall be necessary to meet revised estimated expenditure in any financial year, to the intent that any such amounts shall form part of the monthly contribution of such Owner to the management expenditure and be recoverable accordingly.

9. Notwithstanding any provision to the contrary herein contained, the Manager shall be entitled in its discretion:

- (a) to charge the Owners a reasonable administrative fee for granting and processing any consent required from the Manager pursuant to these presents;
- (b) to charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris;
- (c) from time to time to make rules and regulations governing the supply and use of electricity, air-conditioning, fresh water and sea water to the Common Areas and the Common Facilities, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by Government;
- (d) to enter, with or without workmen, at all reasonable times on prior written notice (except in case of emergency) upon all parts of the Land and the Development necessary for the purpose of replacing, repairing and maintaining any of the electricity, water conduits, lines, mains and pipes serving any part of the Land and the Development, whether or not the same belong exclusively to any Unit Provided that the Manager shall, at his own expense, repair any damage caused by its negligent, criminal or wilful acts or

the negligent, criminal or wilful acts of its workmen or sub-contractors  
Provided further that the Manager shall ensure that the least disturbance and  
inconvenience is caused;

Provided always that all monies, fees or charges received by the Manager under the  
provisions of this clause shall be held by the Manager on trust for all the Owners for  
the time being and shall be credited to the Special Fund.

10. (a) There shall be established and maintained by the Manager a Special Fund in respect of the Development Common Areas, the Development Common Facilities and any areas or facilities, whether within or outside the Land, that are required to be maintained by the Owners under the Government Grant, for payment of expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually which, in the opinion of the Manager, is attributable to the Land and the Development. Such expenditure includes, but is not limited to, expenses for the renovation, improvement and repair of the Development Common Areas and the Development Common Facilities and any areas or facilities as aforesaid, the purchase, setting up, improvement, addition and replacement of installations, systems, facilities, equipment, apparatus, tools, plant and machinery for the Development Common Areas, the Development Common Facilities and any areas or facilities as aforesaid and the costs of relevant investigation works and professional services Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement work referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget. Each Owner of a Unit, including the Registered Owner, shall pay to the Manager, on the first day of each and every calendar month commencing on such date and year as the Manager may reasonably determine, such sum proportionate to the number of Management Shares allocated to his Unit as shall be necessary to establish or maintain the Special Fund at such level as the Manager shall deem appropriate provided that the amount of such sum and the time when such sum shall be payable shall be determined by the Owners' Corporation, if formed, by a resolution of the Owners.
- (b) There shall be established and maintained by the Manager a Special Fund in respect of the Residential Common Areas and the Residential Common Facilities for payment of expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually, which, in the opinion of the Manager, is attributable to the Residential Units or for the benefit of all the Owners of the Residential Units. Such expenditure includes, but is not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and the Residential Common Facilities, the purchase, setting up, improvement, addition and replacement of installations, systems, facilities, equipment, apparatus, tools, plant and machinery for the Residential Common Areas and the Residential Common Facilities and the

costs of relevant investigation works and professional services Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget. Each Owner of a Residential Unit, including the Registered Owner, shall pay to the Manager, on the first day of each and every calendar month commencing on such date and year as the Manager may reasonably determine, such sum proportionate to the number of Management Shares allocated to his Residential Unit as shall be necessary to establish or maintain the Special Fund at such level as the Manager shall deem appropriate provided that the amount of such sum and the time when such sum shall be payable shall be determined by the Owners' Corporation, if formed, by a resolution of the Owners.

- (c) There shall be established and maintained by the Manager a Special Fund in respect of the Tower Common Areas and the Tower Common Facilities for payment of expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually, which, in the opinion of the Manager, is attributable to the Flats or for the benefit of all the Owners of the Flats. Such expenditure includes, but is not limited to, expenses for the renovation, improvement and repair of the Tower Common Areas and the Tower Common Facilities, the purchase, setting up, improvement, addition and replacement of installations, systems, facilities, equipment, apparatus, tools, plant and machinery for the Tower Common Areas and the Tower Common Facilities and the costs of relevant investigation works and professional services Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget. Each Owner of a Flat, including the Registered Owner, shall pay to the Manager, on the first day of each and every calendar month commencing on such date and year as the Manager may reasonably determine, such sum proportionate to the number of Management Shares allocated to his Flat as shall be necessary to establish or maintain the Special Fund at such level as the Manager shall deem appropriate provided that the amount of such sum and the time when such sum shall be payable shall be determined by the Owners' Corporation, if formed, by a resolution of the Owners.
- (d) There shall be established and maintained by the Manager a Special Fund in respect of the Car Park Common Areas and the Car Park Common Facilities for payment of expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually which, in the opinion of the Manager, is attributable to the Car Parks or for the benefit of all the Owners of the Car Parks. Such expenditure includes, but is not limited to, expenses for the renovation, improvement and repair of the Car Park Common Areas and the Car Park Common Facilities, the purchase, setting up, improvement, addition and replacement of installations, systems, facilities, equipment, apparatus,

tools, plant and machinery for the Car Park Common Areas and the Car Park Common Facilities and the costs of relevant investigation works and professional services Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget. Each Owner of a Car Park, including the Registered Owner, shall pay to the Manager, on the first day of each and every calendar month commencing on such date and year as the Manager may reasonably determine, such sum proportionate to the number of Management Shares allocated to his Car Park as shall be necessary to establish or maintain the Special Fund at such level as the Manager shall deem appropriate provided that the amount of such sum and the time when such sum shall be payable shall be determined by the Owners' Corporation, if formed, by a resolution of the Owners.

- (e) Each of the Special Fund shall be deposited in an interest bearing account at a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) the title of which shall refer to the relevant Special Fund for the Development and that account shall be used exclusively for the purposes referred to in sub-clauses (a), (b), (c) or (d) above (as the case may be) and managed by the Manager on trust for all relevant Owners. All sums in each Special Fund shall be the property of the relevant Owners. Reference shall be made to the Special Fund in the annual accounts in respect of the management of the Development and an estimate shall be made in such accounts of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.
- (f) Each Owner shall make further periodic contributions to the Special Fund. The annual general meeting of the Owners or a meeting of the Owners convened under this Deed shall, by resolution of Owners, decide the amounts to be contributed by the Owners to the Special Fund for the ensuing year and the time when those contributions will be payable.
- (g) Except in a situation considered by the Manager to be an emergency, money must not be paid out of any Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). The Manager must not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development.
- (h) The payments made by the Owners towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
- (i) Without prejudice to the generality of Clause 10(e) of this Subsection above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts within the meaning of Section 2

of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), the title of which shall refer to the management of the Land and the Development, each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of each Special Fund.

- (j) The Manager shall display a document showing evidence of any account opened and maintained under Clauses 10(e) or 10(i) of this Subsection above in a prominent place in the Development.
- (k) The Manager shall, without delay, pay all money received by it in respect of each Special Fund into the relevant account opened and maintained under Clause 10(e) of this Subsection above or, if there is an Owners' Corporation, the relevant account or accounts opened and maintained under Clause 10(i) of this Subsection above.

E. Security for and recovery of moneys due to Manager

1. Except where the Registered Owner has made payments in accordance with Clause 2 hereunder, the first Owner of each Unit (i.e. the assignee from the Registered Owner), shall, upon the assignment of the Unit from the Registered Owner:

- (a) deposit with the Manager, as security for the due payment of all amounts which may be or become payable by him under this Deed, a sum equivalent to one (1) month's monthly contribution of the management expenses and such sum shall not be used by an Owner to set off against monthly contribution of the management expenses or any other contributions to be made by him and such sum is non-refundable but transferable; and
- (b) pay to the Manager a sum equivalent to two (2) months' monthly contribution of the management expenses as his initial contribution to the relevant Special Fund (in respect of such contribution, the Manager shall, if necessary, reasonably apportion such initial contribution amongst the relevant respective Special Fund and in proportion to the number of Management Shares allocated to his Unit) and such sum is neither refundable nor transferable; and
- (c) pay to the Manager a non-refundable and non-transferable debris removal and initial set-up fee in the sum equivalent to not more than one (1) month's contribution of the first year's budgeted management expenses as shall be determined by the Manager which shall be applied by the Manager towards the cost of removal from the Development of any debris or rubbish generated, or which may accumulate, as a result of initial fitting-out and renovation works in relation to the Units. For the avoidance of doubt, the Owners of the Car Parks shall not be liable to pay any debris removal and initial set-up fee as mentioned in this sub-clause. Any debris removal and initial set-up

fee paid but not used for debris removal and initial set-up shall be paid into and form part of the Special Fund.

- (d) pay to the Manager a non-refundable but transferable in the sum equivalent to not more than one (1) month's contribution of the first year's budgeted management expenses as may be assessed by the Manager to be such Owner's share of the reimbursement to the Manager of payments for the utility charges deposits for utilities such as water, gas and electricity for Common Areas and Common Facilities.

For the avoidance of doubt (and in addition and without prejudice to the other rights of the Manager under this Deed), the Manager shall have the right to set off the deposit under the preceding Clause 1(a) of this Subsection against any sums payable by an Owner under this Deed. The Manager shall be under no obligation to exercise such right of set-off and, in any proceedings by the Manager against an Owner in respect of any default in payment, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager shall have exercised its right of set-off as aforesaid, it shall have the right to require the relevant Owner, or his successor in title, to replenish the deposit to an amount equivalent to one (1) month's management contribution of management expenses currently payable by him in respect of the part of the Development which he owns.

2. Without prejudice to the Registered Owner's obligation to make payments and contributions towards the management expenditure which are of recurrent nature in respect of unsold Units and undivided shares under the proviso to Clause D6 in this Section, the Registered Owner shall also pay to the Manager the amounts payable under the preceding Clauses 1(a), (b) and (c) of this Subsection, if the Registered Owner remains the owner of those undivided shares allocated to the Units in that part of the Development the construction of which has been completed and which remain unsold three (3) months after (i) the date of execution of this Deed, or (ii) the date on which the Registered Owner is in a position to validly assign the Units, whichever the later. The refundability and transferability of each of the payments made by the Registered Owner under this clause shall be the same as the corresponding payments made by the other Owners under clause E1 of this Section.

3. If any Owner shall fail to pay any amount payable hereunder within 30 days of the date on which a demand is made as aforesaid, he shall further pay to the Manager:

- (a) Interest on the amount unpaid, calculated from the date of demand, at a rate not exceeding two percent (2%) per annum above the prime rate for Hong Kong Dollar lending from time to time specified by the Hongkong And Shanghai Banking Corporation Limited; and
- (b) A collection charge not exceeding ten per cent (10%) of the amount due, to cover administrative cost (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

4. All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses incurred in connection with recovering or attempting to recover the same, including legal costs and expenses on a solicitor-and-own-client basis, shall be recoverable by civil action at the suit of the Manager. In any such action, the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the Owners as a whole (other than the defaulting owner), and no Owner shall take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

5. In the event of any Owner failing to pay, within thirty (30) days from the date of demand, any sum due and payable by him in accordance with the provisions of this Deed or any damages awarded by any court for breach of any of the terms or conditions of this Deed, the amount thereof, together with interest, collection charges and all costs and expenses as aforesaid which may be incurred in recovering or attempting to recover the same (including legal costs and expenses referred to in Clause 4 of this Subsection and in registering the charge hereinafter referred to) shall stand charged on the undivided share(s) of the defaulting Owner, and the Manager shall be entitled, without prejudice to any other remedy hereunder, to register a memorial of such charge in the Land Registry against the undivided share(s) and the Unit or Units held therewith of the defaulting Owner. Such charge shall remain enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof, unless and until such judgment has been satisfied in full.

6. Any charge registered in accordance with the last preceding paragraph shall be enforceable as an equitable charge by action, at the suit of the Manager, for an order for sale of the undivided share(s) of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the Unit held therewith, and the provisions of Clause 4 of this Subsection shall apply equally to any such action.

F. Application of monies received by Manager

1. Subject to Section VIII hereof, all insurance moneys, compensation received or damages recoverable by the Manager in respect of any damage or loss suffered in respect of any part of the Land and the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Land and the Development.

2. Where any compensation, damages, costs or expenses are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which claim has been made against the Owners, or any of them, as provided in Clause 4 of Subsection E of this Section, the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the accounts of those Owners against whom a claim has been made in the same proportions as such claim.

3. All moneys paid to the Manager by way of interest and collection charges



shall be credited to the Special Fund.

G. Owners' interest in funds

Any person ceasing to be an Owner of any undivided share(s) in the Land and the Development shall thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clause 1(a) of Subsection E of this Section and the Special Fund to the intent that all such funds shall be held and applied for the management of the Land and the Development irrespective of changes in the ownership of the undivided share(s) in the Land and the Development PROVIDED that any deposit paid under Clause 1(a) of Subsection E of this Section shall be transferred into the name of the new Owner of such undivided share(s) AND PROVIDED further that upon the Land reverting to the Government or no renewal of the Government Grant being obtainable or upon the rights and obligations hereunder being extinguished as provided in Section VIII hereof, any balance of the said funds or, in the case of extinguishment of rights and obligations as aforesaid, an appropriate part of the said funds shall be divided among the then Owners of the Development in proportion to the respective contributions made by them, or their respective predecessors, under the provisions of Subsection D of this Section immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, among the Owners whose rights and obligations are extinguished.

H. Management records and accounts

1. The Manager may change the financial year once only in every five (5) years (unless otherwise approved by the Owners' Committee (if any)) by giving three (3) months' notice in writing in advance to the Owners.

2. (a) All monies and deposits collected by the Manager in the exercise of its powers and duties hereunder, shall, unless otherwise authorized by the Owners' Committee be held by the Manager on trust for and on behalf of all the Owners and be paid into an interest-bearing bank account opened and maintained with a licensed bank within the meaning of section 2 of the Banking Ordinance (Cap. 155), the title of which shall refer to the management of the Land and the Development and shall only be used for the good and efficient management of the Land and the Development (save and except that the Manager may retain or pay into a current account a reasonable amount to cover expenditure of a minor nature as is from time to time determined by a resolution of the Owners' Committee (if any) and in such amount and subject to such conditions as may be approved by a resolution of the Owners' Committee (if any)).

(b) Without prejudice to the generality of Clause (2)(a) of this Subsection above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), the title of which shall refer to the management of the Land and the Development, and each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the management of the Development. The

Manager shall, display a document showing evidence of any account opened and maintained under Clause 2(a) of this Subsection above or this sub-clause in a prominent place in the Development. Subject to Clause 2(a) of this Subsection above, the Manager shall, without delay, pay all money received by the Manager in respect of the management of the Development into the account opened and maintained under Clause 2(a) of this Subsection above or, if there is an Owners' Corporation, the account or accounts opened and maintained under this sub-clause.

3. The Manager shall keep true and proper books or records of account and other financial records of all monies received or expended in the exercise of its powers and duties hereunder and shall keep all bills, invoices, receipts and other documents referred to in those books and records for at least six (6) years.

4. Within one (1) month after each consecutive period of three (3) months, or such shorter period as the Manager may select, the Manager shall prepare a detailed summary of the income and expenditure and balance sheet in respect of its management of the Land and the Development within that period and shall exhibit the same in a prominent place in the Development and cause it to remain so displayed for at least seven (7) consecutive days.

5. Within two (2) months after the close of each financial year, the Manager shall prepare annual accounts comprising income and expenditure accounts and a balance sheet in respect of the preceding financial year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development and cause it to remain so displayed for at least seven (7) consecutive days. Such accounts shall be audited by Auditors appointed by the Manager provided always that prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require such annual accounts to be audited by an independent auditor of their choice. Each annual account and balance sheet shall include details of the Special Fund required under Clause 10 of Subsection D of this Section and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.

6. The Manager shall, upon written request and upon the payment of a reasonable copying charge, send to each Owner a copy of any books or records of account at any time after the same shall have been prepared as herein provided, and all charges collected hereunder shall be credited to the management fund.

7. The Manager shall, upon reasonable notice permit the Owners to inspect the books or records of account and any of the accounts prepared pursuant hereto and to take extracts therefrom.

8. The Manager shall have power to appoint a firm of certified public accountants to audit the accounts and records of the Manager concerning the management of the Development and to certify the annual accounts prepared in accordance with the foregoing clauses and the accountant's fees shall be part of the management expenditure.

The Manager shall further have power to replace such firm and to appoint another firm in their place as it may deem necessary from time to time provided that the Owners' Committee or the Owners at a meeting of the Owners may choose to appoint an auditor of their choice from time to time. If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in the resolution, the Manager shall, without delay, arrange for such an audit to be carried out by that person and permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet and on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.

9. (a) Subject to sub-clause (b) of this clause 9, if the Manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within fourteen (14) days of the date his appointment ends, deliver to the Owners' Committee (if any) or the manager appointed in his place any movable property in respect of the control, management and administration of the Development that is under his control, or in his custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the Manager's appointment ends for any reason, he shall, within two (2) months of the date his appointment ends:
- (i) prepare:
- (1) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ends; and
- (2) a balance sheet as at the date his appointment ends,
- and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
- (ii) deliver to the Owners' Committee (if any), or the manager appointed in his place, any books or records of account, papers, documents, plans and other records which are required for the purpose of the preceding sub-clause (b)(i) of this clause 9 and which have not been delivered under sub-clause (a) of this clause 9.

10. Subject to Clause 6(c) of Section X of this Deed, on termination of the Manager's appointment, the Manager must assign the undivided shares in the Common Areas and the Common Facilities together with the Common Areas and Common Facilities free of costs or consideration to its successor in office as the Manager who must hold the said undivided shares on trust for the benefit of all the Owners, or to the Owners' Corporation at any time, if so required by it. The costs and expenses incurred in such assignment shall be part of the management expenses of the Development.

## SECTION VII

### MEETINGS OF THE OWNERS / THE OWNERS' COMMITTEE

#### A. Meetings of the Owners

1. Subject to Clause A11 of this Section, an annual general meeting of the Owners of the Development shall be held at least once a year commencing with the year following that in which the Occupation Permit is issued. The Owners of the Development may meet from time to time as occasion may require to discuss and decide matters concerning the management of the Land and the Development.

2. The annual general meeting and any meeting of the Owners of the Development shall be validly convened either by the Manager, or by the Owners' Committee, by at least fourteen (14) days' prior notice in writing to the Owners specifying the date, time and place of the meeting, the subjects to be discussed and the resolutions (if any) that are to be proposed Provided however that a meeting of the Owners other than an annual general meeting may be convened by the Manager or the Owners' Committee or an Owner appointed to convene such a meeting by Owners who hold not less than 5% of all the undivided shares in aggregate in the Land and the Development (excluding the undivided shares allocated to the Common Areas and Common Facilities), by notice in the manner previously set out or by giving such notice to the Manager who shall as soon as possible convene a meeting in the manner previously set out. Such notice may be given by delivering it personally to the Owners; or by sending it by post to the Owners at his last known address; or by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.

3. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and 1/10th of the Owners shall be a quorum. For the purpose of this clause, 1/10th of the Owners shall mean 1/10 of the number of the Owners without regard to their ownership of any particular percentage of the total number of undivided shares of the Development and shall not be construed as the Owners of 1/10 of the undivided shares in aggregate.

4. The only persons entitled to attend any such meeting and vote thereat shall be Owners of the Development or the representative or representatives of the Owner or Owners of the Development duly appointed by the Owner or Owners in writing.

5. The Chairman of the Owners' Committee shall be the chairman of the meeting. If the meeting is convened by the Manager or an Owner appointed as mentioned in clause 2 of this Subsection A, the person convening the meeting shall be the chairman of the meeting.

6. All resolutions passed at such meeting by a majority of the Owners present in person or by proxy and voting shall be binding on all the Owners and the Manager of the Development Provided that such resolutions shall not be contrary to any of the covenants,

terms and conditions contained in these presents and the Government Grant.

7. A resolution put to the vote of the meeting shall be decided by majority of votes by a poll to be taken at such time and in such manner as the Manager shall direct.

8. Subject to Clause 13 of this Subsection A, every Owner entitled to be present and is actually present at the meeting shall have one vote for every undivided share held by him.

9. In the case of Owners who, together, are entitled to one undivided share, such Owner shall jointly have one vote for each undivided share and the vote in respect of that share may be cast by a proxy jointly appointed by the co-owners or by a person appointed by the co-owners from amongst themselves and if no appointment has been made as aforesaid, the vote in respect of that share may be cast either by one of the co-owners personally or by proxy by one of the co-owners, and, in the case of any meeting where two or more persons are the co-owners of a share and more than one of the co-owners seeks to cast a vote in respect of the undivided share, only the vote that is cast, whether in person or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that undivided share in the register kept at the Land Registry shall be treated as valid. In case of an equality of votes, the chairman of the meeting shall have, in addition to a deliberative vote, a second or casting vote. Without prejudice to the foregoing provisions, the votes of Owners may be given either personally or by proxy.

10. The Manager shall send a representative or representatives to all such meetings and a record of the persons present at the meeting and the proceedings thereof shall be kept.

11. The Manager shall call the first meeting of the Owners as soon as possible but, in any event, not later than nine (9) months from the date of this Deed (and to call further and subsequent meetings if required), which meeting shall appoint a Chairman and other members of the Owners' Committee or shall appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance (Chapter 344 of The Laws of Hong Kong). The members of the first Owners' Committee, including the Chairman thereof, shall act until the annual general meeting next following their appointment or election, when the offices shall fall vacant and an election of Owners' Committee and Chairman thereof shall be held. Thereafter, the Owners' Committee and Chairman thereof shall hold such offices for a term of two (2) years and they shall be elected at every alternate annual general meeting.

12. The function of the Owners' Committee is to represent the Owners of the Land and the Development in all dealings with the Manager and, without in any way limiting the generality of the foregoing:

- (a) to liaise and consult with the Manager in respect of all matters concerning the management of the Land and the Development;

- (b) to apply, if thought fit, for registration as a corporation under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong);
- (c) prior to the formation of the Owners' Corporation, to remove the Manager of the Development with the sanction of a resolution at a meeting of the Owners of the Development duly convened and passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by Owners holding not less than fifty percent (50%) of the undivided shares in aggregate (excluding the undivided shares allocated to the Common Areas and the Common Facilities) in the Development and upon giving to the Manager not less than three months' notice in writing;
- (d) to appoint (whether in place of any Manager removed or to fill any vacancy) any service company or agent as a Manager of the Development upon the termination of the then Manager's employment;
- (e) to undertake, consider, review and/or exercise all or any of the powers and duties conferred on the Owners' Committee by virtue of the provisions of this Deed.

13. Notwithstanding any provisions herein contained, the undivided shares allocated to the Common Areas and the Common Facilities shall not be taken into account for the purpose of voting or calculating the quorum of any meeting. Accordingly, the undivided shares as referred to in Clause 8 of this Subsection shall not include the undivided shares allocated to the Common Areas and the Common Facilities.

B. Meetings of the Owners' Committee

1. A meeting of the Owners' Committee may be convened at any time by the Chairman or any two (2) members of the Owners' Committee.
2. In the election of the members to the Owners' Committee, the Owners shall endeavour to elect such number of representatives from the Owners for the time being of the Development to represent the Owners PROVIDED THAT the total number of representatives shall not be less than 6. For the time being and unless and until otherwise determined by a meeting of the Owners, there shall be 5 representatives for the Owners of the Residential Units and 1 representative for the Owners of the Car Parks.
3. Any Owner (including any one or two or more co-owners) for the time being of the undivided share or shares in the Land and the Development shall be eligible for election to the Owners' Committee. In the event of an Owner being, a corporate body, the representative(s) appointed by such Owner shall be eligible for such election. The appointment of a representative or representatives by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing given to the Owners' Committee.
4. Subject to Clause A11 of Section VII, a member of the Owners' Committee

shall hold office until the relevant annual general meeting of Owners following his appointment or election as mentioned in Clause A11 of Section VII provided that:

- (a) He shall nevertheless cease to hold office if:
  - (i) he resigns by notice in writing to the Owners' Committee;
  - (ii) he ceases to be eligible; or
  - (iii) he becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty.
- (b) If, in any annual general meeting at which an election of the Owners' Committee should take place, the office of the retiring members or any of them is not filled or, if in any year, no annual general meeting is held, the members of the Owners' Committee shall continue to be in office until the next annual general meeting.

5. Retiring members of the Owners' Committee shall be eligible for re-election.

6. Subject to Clause 2 above, the Owners' Committee may appoint any eligible Owner to fill any casual vacancy or as an additional member for the current term.

7. The Owners' Committee may continue to act notwithstanding any vacancies in the number provided that the number is not reduced below 3. In the event that the number is reduced below 3, the remaining members of the Owners' Committee may act, but only for the purpose of calling a meeting of the Owners to elect an Owners' Committee.

8. Any one or more members of the Owners' Committee may be removed from office by a resolution passed at a meeting of the Owners, and new members of the Owners' Committee may be elected in the place of those removed from office.

9. The Owners' Committee shall have full power to make rules and by-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or by-law shall be contrary to or inconsistent with the provisions of this Deed.

10. (a) The officers of the Owners' Committee ("Officers") shall be:

- (i) the Chairman;
- (ii) the secretary; and
- (iii) such other officers (if any) as the Owners' Committee may from time to time elect.



- (b) The Officers shall be elected by the Owners, such election to be held at, or as soon as reasonably possible after, the annual general meeting at which the Owners' Committee is elected and at such other times as may be necessary.
- (c) All casual vacancies of the Officers shall be filled by election or appointment by the members of the Owners' Committee as it may from time to time determine.

11. The person or persons convening a meeting of the Owners' Committee shall, at least 7 days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee, and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed at the meeting. Such notice may be given by delivering it personally to the member of the Owners' Committee; or by sending it by post to the member of the Owners' Committee at his last known address; or by leaving it at the member's Unit or depositing it in the letter box for that Unit.

12. The quorum at a meeting of the Owners' Committee shall be at least half of total number of members of the Owners' Committee (rounded up to the nearest whole number), or 3 such members, whichever is the greater.

13. A meeting of the Owners' Committee shall be presided over by:

- (a) the Chairman; or
- (b) in the absence of the Chairman, a member of the Owners' Committee appointed as Chairman for that meeting.

14. At a meeting of the Owners' Committee, each member present shall have 1 vote on a question before the Owners' Committee and, if there is an equality of votes, the Chairman shall have, in addition to a deliberative vote, a casting vote.

## SECTION VIII

### REINSTATEMENT

1. In the event of the whole or any part or parts of the Development being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for use or habitation or occupation, the Manager or the Owners of not less than seventy-five percent (75%) of the undivided shares allocated to the damaged part(s) of the Development (excluding the undivided shares allocated to the Common Areas and Common Facilities) shall convene a meeting of the Owners of the part or parts of the Development so affected, and such meeting may resolve that, by reason of insufficiency of insurance monies, changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate and rebuild such part or parts of the Development, then and in such event, the undivided shares in the Land and the Development representing such part or parts shall be acquired by the Manager and the

Owners of such undivided shares shall, in such event, be obliged to assign the same and all rights and appurtenances thereto to the Manager, upon trust, to forthwith dispose of the same by either private treaty or public auction and to distribute the net proceeds of sale amongst the Owners of such undivided shares in proportion to the respective undivided shares previously held by such former Owners. All insurance moneys received in respect of any policy of insurance on such part or parts of the Development shall, likewise, be distributed amongst such former Owners. In such event, all the rights, privileges, obligations and covenants of such Owners under this Deed, or any other deed, shall be extinguished, so far as the same relate to such part or parts of the Development Provided Always That, if it is resolved to reinstate or rebuild such part or parts of the Development, each Owner of such part or parts shall pay his due proportion of the excess of the cost of reinstatement or rebuilding of such part or parts over and above the proceeds from the insurance of such part or parts and that, until such payment, the same will be a charge upon his interest in the Land and the Development and be recoverable as civil debt.

2. The following provisions shall apply to a meeting convened by the Manager under the provisions of this Section:

- (a) Every such meeting shall be convened by at least fourteen (14) days' prior notice in writing, given by the Manager either personally or by post addressed to the Owners at their last known addresses, or by leaving the notices at the Owners' Units, or depositing the notices in the letter boxes of their Units;
- (b) Subject to sub-clause (k) of this clause 2, no business shall be transacted at any meeting, unless a quorum is present throughout the meeting, and Owners, present in person or by proxy, who, in the aggregate, have vested in them not less than seventy-five percent (75%) of the total number of undivided shares in the damaged part or parts of the Development shall be a quorum;
- (c) Subject to sub-clause (k) of this clause 2, if within half an hour from the time appointed for the meeting, a quorum is not present, the meeting shall stand adjourned to the same time and day in the next week at the same place;
- (d) The Manager shall be the chairman of the meeting if such meeting is convened by the Manager or the Owners present in such meeting shall choose one of them to be the chairman of the meeting;
- (e) The chairman of the meeting shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Subject to sub-clause (k) of this clause 2, every Owner shall have one vote for each undivided share vested in him and, in the case of Owners who, together, are entitled to one such undivided share such Owners shall jointly have one vote for each such undivided share and in case of dispute the first named of such Owners shall have the right to vote;

- (g) Votes may be given either personally or by proxy;
- (h) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), and shall be signed by the Owner, or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of that body corporate and signed by a person authorized by that body corporate in that behalf. The instrument appointing a proxy shall be lodged with the Chairman of the meeting or the person convening the meeting pursuant to this Deed, at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner, shall, for the purposes of the meeting, be treated as being the Owner present at the meeting;
- (i) Subject to sub-clause (k) of this clause 2, a resolution passed by not less than seventy-five percent (75%) majority of the Owners present in person or by proxy and voting at a duly convened meeting of the Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five percent (75%) of the undivided shares allocated to the damaged part or parts of the Development shall be binding on all the Owners of such part or parts of the Development Provided as follows:
  - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
  - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
  - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (j) The accidental omission to give notice as aforesaid to any Owners shall not invalidate the meeting or any resolution passed thereat.
- (k) Notwithstanding any provisions herein contained, the undivided shares allocated to the Common Areas and the Common Facilities shall not be taken into account for the purpose of voting or calculating the quorum. Accordingly, the undivided shares as referred to in the Clauses 2(b), (c), (f) and (i) of this Section shall not include the undivided shares allocated to the Common Areas and the Common Facilities.

## SECTION IX

### EXCLUSIONS AND INDEMNITIES

The Manager, its servants, agents or contractors and the Owners' Committee shall not be liable to the Owners, or any of them, or to any person or persons whomsoever, whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted to be done in pursuance or purported pursuance of the provisions of this Deed, not being an act or omission involving criminal liability or dishonesty or negligence, on the part of the Manager, its employees, agents or contractors or the Owners' Committee and the Owners shall fully and effectually indemnify the Manager, its servants, agents or contractors and the Owners' Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted to be done not involving criminal liability or dishonesty or negligence as aforesaid and all costs and expenses in connection therewith. Without in any way limiting the generality of the foregoing, the Manager, its employees, agents or contractors and the Owners' Committee shall not be held liable for any damage, loss or injury caused by or in any way arising out of:

- (a) any defect in or failure or breakdown of any of the Common Areas or the Common Facilities; or
- (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development; or
- (c) fire or flooding or the overflow or leakage of water or other effluent from anywhere whether within or outside the Development; or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- (e) theft, burglary, robbery or crime within the Development;

unless it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its employees, agents or contractors and the Owners' Committee involving criminal liability or dishonesty or negligence and Provided that the contribution or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

## SECTION X

### MISCELLANEOUS

1. Without prejudice to any provisions herein contained, no person shall, after ceasing to be an Owner of any undivided shares in the Land and the Development, be liable for any debts, liabilities or obligations under the covenants, terms and conditions of this Deed in respect of such undivided share and/or the part of the Development held therewith, save and except in respect of any breach, non-observance or non-performance by such person of any such covenant, term or condition prior to his ceasing to be the Owner thereof.

2. Each Owner shall notify the Manager of the name and address of the person authorized by him to accept service of process. Any Owner not occupying or using his Unit must provide the Manager with an address within the jurisdiction for service of notices under the terms of this Deed, failing which the address of his Unit shall be deemed to be his address for service.

3. There shall be public notice boards at such prominent places in the Development as the Manager may from time to time determine. There shall be exhibited, on such public notice boards, a copy of the House Rules from time to time in force and all notices which, under this Deed, are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on any such public notice boards for three consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

4. Subject as hereinbefore provided, in the case notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served, if served personally upon the party to be served or sent by post, addressed to the party to whom the notices or demands are given, at his last known address, or left at the Unit or the letter-box thereof of which the party to be served is the Owner, notwithstanding that such party shall not personally occupy the same Provided that, where notice is to be given to an Owner who is a chargor/mortgagor, such notice may also be served on the chargee/mortgagee, if a company, at its registered office or last known place of business in the Hong Kong and, if an individual, at his last known place of business or residence. All notices required to be given to the Manager shall be sufficiently served, if sent by prepaid post addressed to or, if by hand, left at the registered office of the Manager.

5. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns, and the benefit and burden thereof shall be annexed to the Common Areas, the Common Facilities and to the undivided shares held therewith.

6. (a) (i) No provision in this Deed shall contradict, overrule, prejudice or contravene or in any way be construed or constructed so as to

contradict, overrule, prejudice or exclude or contravene or fail to comply with the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) and the Schedules thereto or the Government Grant.

- (ii) The provisions of the Seventh and Eighth Schedules to the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) shall be deemed to be incorporated in and form part of this Deed and shall prevail over any other provision in this Deed that is inconsistent with them. The Registered Owner (which expression, for the purpose of this clause, excludes its assigns) shall deposit a copy of each of the Seventh and Eighth Schedules to the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) (in both English and Chinese versions) in the management office for reference by all Owners free of charge during normal office hours of the Manager. A copy of the said Seventh and Eighth Schedules shall be provided to any Owner upon request, at the expense of such Owner and upon payment of a reasonable charge. All charges received will be credited to the Special Fund.
  
- (b) At any time after the formation, and during the period of existence, of the Owners' Corporation under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), the Owners' meeting under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.
  
- (c) Upon execution of this Deed, the Registered Owner shall assign the whole of the undivided share(s) in the Common Areas and the Common Facilities together with the Common Areas and Common Facilities free of cost or consideration to the Manager appointed under this Deed who must hold the said undivided share(s) together with the Common Areas and Common Facilities on trust for the benefit of all Owners and, if an Owners' Corporation is formed under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), it may require the Manager, in accordance with this Deed, to assign the undivided share(s) in the Common Areas and the Common Facilities together with the Common Areas and Common Facilities and transfer the management responsibilities to it free of costs or consideration, in which event, the Owners' Corporation must hold such undivided shares on trust for all the Owners.

7. The Registered Owner (which expression, for the purpose of this clause, shall exclude its assigns), shall, at the costs of the Registered Owner, cause this Deed to be translated into Chinese, and a copy of this Deed and such Chinese text shall be available for inspection at the management office in the Development within one month from the date of this Deed. A copy of this Deed and the Chinese text of this Deed shall be supplied to each

Owner on request at his expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction thereof, the English text shall prevail.

8. A set of plans showing the Common Areas and Common Facilities (where such can be shown and delineated on plans as appropriate and any subsequent amendments thereto) shall be prepared by the Registered Owner and certified as to their accuracy by the Authorised Person and kept at the management office and may be inspected by the Owners during normal office hours free of costs and charges.

9. The undivided shares allocated to the Common Areas and the Common Facilities shall not carry any voting rights at any meeting, whether under this Deed, the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) or otherwise, or liability to pay any fees under this Deed, nor shall such undivided shares be taken into account for the purpose of calculating the quorum of any meeting under this Deed.

10. (a) The Registered Owner shall, at its own costs, compile for the reference of the Owners and the Manager a schedule and maintenance manual for the Works and Installations, setting out the following details: -

- (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) recommended maintenance strategy and procedures;
- (iv) a list of items of the Works and Installations requiring routine maintenance;
- (v) recommended frequency of routine maintenance inspection;
- (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
- (vii) recommended maintenance cycle of the Works and Installations.

(b) The Registered Owner shall deposit a full copy of the schedule and maintenance manual for the Works and Installations in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the relevant

Special Fund(s).

11 The schedule and the maintenance manual for the Works and Installations shall be revised, if necessary, in future to take into account any necessary changes, such as addition of works and installations in the Development and the updating of maintenance strategies, in step with changing requirements. In respect of the Works and Installations:

- (i) The Manager shall, on behalf of and at the cost and expense of the Owners, inspect, maintain and carry out all necessary works for the Works and Installations forming part of any Common Areas and Common Facilities.
- (ii) The Owners shall, at their own costs and expense, inspect, maintain and carry out all necessary works for their own Units including those part or parts of the Works and Installations forming part of their Units.

12. The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.

13 All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations will be paid out of the Special Fund.

14. The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office within one month from the date of its preparation, for inspection by all Owners free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

15. The locations of the balconies, utility platforms, non-structural prefabricated external walls, wider common corridors and lift lobbies forming parts of the Green and Innovative Features of the Development are shown on the Plans, which shall be certified as to their accuracy by the Authorized Person and kept at the management office and may be inspected by the Owners during normal office hours free of charge.

16. Notwithstanding anything herein contained, it is hereby acknowledged and agreed that the New Footpaths shall form part of the Development Common Areas and the Manager shall be responsible and is duly authorised in accordance with the provisions of this Deed for the upkeep and maintenance of the New Footpaths in accordance with the Government Grant. The costs and expenses for the upkeep and maintenance of the New Footpaths shall form part of the management expenses and be borne by the Owners accordingly.



17. The clause headings in this Deed are inserted for convenience only and shall be ignored in construing this Deed.

18. In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number, and vice versa; words importing the masculine gender only shall include the feminine gender and the neuter gender; words importing persons shall include corporations and vice versa; references to clauses, sub-clauses, sections, sub-sections and schedules are to be construed as references to clauses, sub-clauses, sections and sub-section of, and schedules to, this Deed.

IN WITNESS whereof the parties have caused this Deed to be duly executed the day and year first above written.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**The Government Grant**

New Grant No. 20426, particulars of which are as follows:

- (a) Date : the 11<sup>th</sup> day of September 2007
- (b) Parties : The District Lands Officer, Yuen Long on behalf of the Chief Executive of the Hong Kong Special Administrative Region of the one part and Fortune Kingdom Development Limited (祥邦發展有限公司) of the other part
- (c) Term : Fifty years commencing from the 11<sup>th</sup> day of September 2007
- (d) Lot : Lot No.419 in Demarcation District No. 127

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Allocation of undivided shares of the Development**

Summary of allocation of undivided shares

<b>Residential Units :</b>	<u>No. of undivided shares</u>
(i) Houses :	7,405
(ii) Flats :	
	<u>No. of undivided shares allocated to each Tower</u>
Tower 1	1,171
Tower 2	1,371
Tower 3	1,333
Tower 5	1,133
Tower 6	1,271
Tower 7	1,338
Tower 8	1,548
Tower 9	1,543
Tower 10	1,492
Tower 11	1,488
Tower 12	1,522
	15,210
<b>Car Parks :</b>	
(i) Residential Parking Spaces Nos.1 to 237 on basement floor (13 undivided shares each)	3,081
(ii) Residential Parking Spaces Nos.D1 to D3 on basement floor (18 undivided shares each)	54
(iii) Motor Cycle Parking Spaces Nos.M1 to M12 on basement floor (2 undivided shares each)	24
<b>Common Areas and Common Facilities :</b>	2,000
	<hr/>
<b>Total undivided shares :</b>	<u><u>27,774</u></u>

**Allocation of undivided shares to each House:**

	<u>No. of undivided shares</u>
House No.A1	528
House No.A2	397
House No.A3	400
House No.B1	250
House No.B2	250
House No.B3	249
House No.B5	249
House No.B6	248
House No.B7	248
House No.B8	248
House No.B9	248
House No.B10	248
House No.B11	248
House No.B12	249
House No.B15	249
House No.B16	249
House No.B17	249
House No.B18	251
House No.B19	249
House No.B20	248
House No.C1	227
House No.C2	226
House No.C3	226
House No.D1	198
House No.D2	194
House No.D3	194
House No.D5	194

House No.D6	194
House No.D7	197
	<hr/>
<b>Total :</b>	<b>7,405</b>
	<hr/> <hr/>

Notes:

- (1) There are no designation of House Nos.B4, B13, B14 and D4.
- (2) All Houses include bay window(s), balcony(ies), utility platform(s), non-structural prefabricated external wall(s), garden(s), air-conditioning plant room, stairhood and roof.
- (3) Houses Nos.A1, A2 and A3 each includes garden with swimming pool and a filtration plant room pertaining thereto.
- (4) All Houses include flat roof **Except** House Nos.C1, C2 and C3.

**Allocation of undivided shares to each Flat :**

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of undivided shares allocated to each Flat</u>	<u>Sub-Total</u>
1	G/F	A#	42	219
		B	52	
		C#	51	
		D	74	
1	1/F	A#	57	309
		B	53	
		C#	49	
		D#	76	
		E#	74	
1	2/F	A#	57	309
		B	53	
		C#	49	
		D#	76	
		E#	74	
1	3/F	A#	61	334
		B	57	
		C#	53	
		D#	83	
		E#	80	

2	G/F	A#	78	309
		B#	72	
		C	90	
		D	69	
2	1/F-2/F (2 storeys)	A#	76	686
		B#	74	
		C#	96	
		D#	97	
2	3/F	A#	81	376
		B#	80	
		C^#	107	
		D^#	108	
3	G/F	A#	56	301
		B	52	
		C#	72	
		D#	76	
		E#	45	
3	1/F-2/F (2 storeys)	A#	58	670
		B	53	
		C#	71	
		D#	76	
		E#	77	
3	3/F	A#	63	362
		B	58	
		C#	77	
		D#	81	
		E#	83	
5	G/F	A#	78	149
		B	71	
5	1/F - 2/F (2 storeys)	A#	75	640
		B#	77	
		C#	55	
		D	52	
		E#	61	
5	3/F	A#	81	344
		B#	82	
		C#	59	
		D	56	
		E#	66	

6	G/F	A#	56	287
		B	50	
		C	59	
		D#	72	
		E#	50	
6	1/F-2/F (2 storeys)	A#	55	640
		B	52	
		C#	61	
		D#	75	
		E#	77	
6	3/F	A#	59	344
		B	56	
		C#	66	
		D#	81	
		E#	82	
7	G/F	A#	74	313
		B	77	
		C#	90	
		D#	72	
7	1/F - 2/F (2 storeys)	A#	75	666
		B#	78	
		C#	67	
		D	52	
		E#	61	
7	3/F	A#	81	359
		B#	83	
		C#	73	
		D	56	
		E#	66	
8	G/F	A#	125	373
		B#	102	
		C	64	
		D#	82	
8	1/F	A*#	115	376
		B*#	94	
		C#	52	
		D	52	
		E#	63	

8	2/F	A#	118	
		B#	96	
		C#	52	
		D	52	
		E#	63	381
8	3/F	A^#	131	
		B^#	113	
		C#	53	
		D	54	
		E#	67	418
9	G/F	A#	125	
		B#	102	
		C	64	
		D#	82	373
9	1/F	A*#	115	
		B*#	94	
		C#	50	
		D	52	
		E#	63	374
9	2/F	A#	118	
		B#	96	
		C#	50	
		D	52	
		E#	63	379
9	3/F	A^#	131	
		B^#	113	
		C#	52	
		D	54	
		E#	67	417
10	G/F	A#	122	
		B#	102	
		C	63	
		D#	79	366
10	1/F	A*#	112	
		B*#	94	
		C#	50	
		D	52	
		E#	51	359



10	2/F	A#	115	364
		B#	96	
		C#	50	
		D	52	
		E#	51	
10	3/F	A^#	129	403
		B^#	113	
		C#	52	
		D	54	
		E#	55	
11	G/F	A#	67	344
		B#	74	
		C	75	
		D	53	
		E	75	
11	1/F-2/F (2 storeys)	A#	69	744
		B#	75	
		C#	76	
		D#	75	
		E#	77	
11	3/F	A#	74	400
		B#	81	
		C#	82	
		D#	81	
		E#	82	
12	G/F	A	120	314
		B#	75	
		C	73	
		D	46	
12	1/F – 2/F (2 storeys)	A#	117	780
		B#	76	
		C#	74	
		D#	74	
		E	49	
12	3/F	A^#	138	428
		B#	80	
		C#	81	
		D#	77	
		E	52	

- Notes:
- (1) There is no designation of Tower 4.
  - (2) All Flats include bay window(s) and non-structural prefabricated external wall(s) **Except** Flat E on the G/F of Tower 3.
  - (3) All Flats include balcony(ies) **Except** all Flats on the G/F of each of Towers 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 and 12 and Flats A and B on the 1/F of each of Towers 8, 9 and 10.
  - (4) All Flats include utility platform(s) **Except** all Flats on the G/F of each of Towers 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 and 12.
  - (5) All Flats on the G/F of each of Towers 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 and 12 include garden(s) **Except** Flat D on the G/F of Tower 12.
  - (6) All Flats on the 3/F of each of Towers 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 and 12 include the roof(s) immediately above.
  - (7) "\*" means including the flat roof thereof.
  - (8) "^" means including stairhood.
  - (9) "#" means including the air-conditioning platform.

**Allocation of undivided shares to Common Areas and Common Facilities**

Development Common Areas and Development Common Facilities	250
Residential Common Areas and Residential Common Facilities	700
Tower Common Areas and Tower Common Facilities	550
Car Park Common Areas and Car Park Common Facilities	500
Total :	2,000

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**Allocation of Management Shares of the Development**

**Summary of allocation of Management Shares**

	<u>No. of Management Shares</u>
<b>Residential Units :</b>	
(i) Houses :	7,405
(ii) Flats :	
	<u>No. of Management Shares allocated to each Tower</u>
Tower 1	1,171
Tower 2	1,371
Tower 3	1,333
Tower 5	1,133
Tower 6	1,271
Tower 7	1,338
Tower 8	1,548
Tower 9	1,543
Tower 10	1,492
Tower 11	1,488
Tower 12	1,522
	15,210
<b>Car Parks :</b>	
(i) Residential Parking Spaces Nos.1 to 237 on basement floor (13 undivided shares each)	3,081
(ii) Residential Parking Spaces Nos.D1 to D3 on basement floor (18 undivided shares each)	54
(iii) Motor Cycle Parking Spaces Nos.M1 to M12 on basement floor (2 undivided shares each)	24
	<hr/>
<b>Total Management Shares :</b>	<u><u>25,774</u></u>

**Allocation of Management Shares to each House:**

	<u>No. of Management Shares</u>
House No.A1	528
House No.A2	397
House No.A3	400
House No.B1	250
House No.B2	250
House No. B3	249
House No.B5	249
House No.B6	248
House No.B7	248
House No.B8	248
House No.B9	248
House No.B10	248
House No.B11	248
House No.B12	249
House No.B15	249
House No.B16	249
House No.B17	249
House No.B18	251
House No.B19	249
House No.B20	248
House No.C1	227
House No.C2	226
House No.C3	226
House No.D1	198
House No.D2	194
House No.D3	194
House No.D5	194

House No.D6	194
House No.D7	197
	<hr/>
<b>Total :</b>	<b>7,405</b>
	<hr/>

Notes:

- (1) There are no designation of House Nos. B4, B13, B14 and D4.
- (2) All Houses include bay window(s), balcony(ies), utility platform(s), non-structural prefabricated external wall(s), garden(s), air-conditioning plant room, stairhood and roof.
- (3) Houses Nos.A1, A2 and A3 each includes garden with swimming pool and a filtration plant room pertaining thereto.
- (4) All Houses include flat roofs **Except** House Nos.C1, C2 and C3.

**Allocation of Management Shares to each Flat :**

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Shares allocated to each Flat</u>	<u>Sub-Total</u>
1	G/F	A#	42	219
		B	52	
		C#	51	
		D	74	
1	1/F	A#	57	309
		B	53	
		C#	49	
		D#	76	
		E#	74	
1	2/F	A#	57	309
		B	53	
		C#	49	
		D#	76	
		E#	74	
1	3/F	A#	61	334
		B	57	
		C#	53	
		D#	83	
		E#	80	

2	G/F	A#	78	309
		B#	72	
		C	90	
		D	69	
2	1/F-2/F (2 storeys)	A#	76	686
		B#	74	
		C#	96	
		D#	97	
2	3/F	A#	81	376
		B#	80	
		C^#	107	
		D^#	108	
3	G/F	A#	56	301
		B	52	
		C#	72	
		D#	76	
		E#	45	
3	1/F-2/F (2 storeys)	A#	58	670
		B	53	
		C#	71	
		D#	76	
		E#	77	
3	3/F	A#	63	362
		B	58	
		C#	77	
		D#	81	
		E#	83	
5	G/F	A#	78	149
		B	71	
5	1/F - 2/F (2 storeys)	A#	75	640
		B#	77	
		C#	55	
		D	52	
		E#	61	

5	3/F	A#	81	344
		B#	82	
		C#	59	
		D	56	
		E#	66	
6	G/F	A#	56	287
		B	50	
		C	59	
		D#	72	
		E#	50	
6	1/F-2/F (2 storeys)	A#	55	640
		B	52	
		C#	61	
		D#	75	
		E#	77	
6	3/F	A#	59	344
		B	56	
		C#	66	
		D#	81	
		E#	82	
7	G/F	A#	74	313
		B	77	
		C#	90	
		D#	72	
7	1/F - 2/F (2 storeys)	A#	75	666
		B#	78	
		C#	67	
		D	52	
		E#	61	
7	3/F	A#	81	359
		B#	83	
		C#	73	
		D	56	
		E#	66	
8	G/F	A#	125	373
		B#	102	
		C	64	
		D#	82	

8	1/F	A*#	115	376
		B*#	94	
		C#	52	
		D	52	
		E#	63	
8	2/F	A#	118	381
		B#	96	
		C#	52	
		D	52	
		E#	63	
8	3/F	A^#	131	418
		B^#	113	
		C#	53	
		D	54	
		E#	67	
9	G/F	A#	125	373
		B#	102	
		C	64	
		D#	82	
9	1/F	A*#	115	374
		B*#	94	
		C#	50	
		D	52	
		E#	63	
9	2/F	A#	118	379
		B#	96	
		C#	50	
		D	52	
		E#	63	
9	3/F	A^#	131	417
		B^#	113	
		C#	52	
		D	54	
		E#	67	
10	G/F	A#	122	366
		B#	102	
		C	63	
		D#	79	



10	1/F	A*#	112	
		B*#	94	
		C#	50	
		D	52	
		E#	51	359
10	2/F	A#	115	
		B#	96	
		C#	50	
		D	52	
		E#	51	364
10	3/F	A^#	129	
		B^#	113	
		C#	52	
		D	54	
		E#	55	403
11	G/F	A#	67	
		B#	74	
		C	75	
		D	53	
		E	75	344
11	1/F-2/F (2 storeys)	A#	69	
		B#	75	
		C#	76	
		D#	75	
		E#	77	744
11	3/F	A#	74	
		B#	81	
		C#	82	
		D#	81	
		E#	82	400
12	G/F	A	120	
		B#	75	
		C	73	
		D	46	314
12	1/F – 2/F (2 storeys)	A#	117	
		B#	76	
		C#	74	
		D#	74	
		E	49	780

12	3/F	A^#	138	
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		D#	77	
		E	52	428

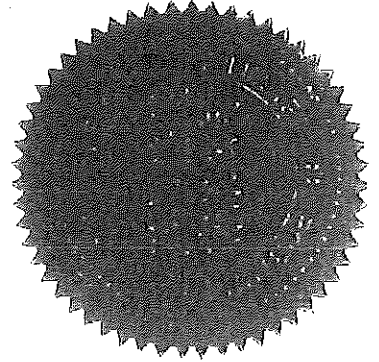
- Notes:
- (1) There is no designation of Tower 4.
  - (2) All Flats include bay window(s) and non-structural prefabricated external wall(s) **Except** Flat E on the G/F of Tower 3.
  - (3) All Flats include balcony(ies) **Except** all Flats on the G/F of each of Towers 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 and 12 and Flats A and B on the 1/F of each of Towers 8, 9 and 10.
  - (4) All Flats include utility platform(s) **Except** all Flats on the G/F of each of Towers 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 and 12.
  - (5) All Flats on the G/F of each of Towers 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 and 12 include garden(s) **Except** Flat D on the G/F of Tower 12.
  - (6) All flats on the 3/F of each of Towers 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 and 12 include the roof(s) immediately above.
  - (7) "\*" means including the flat roof thereof.
  - (8) "^" means including stairhood.
  - (9) "#" means including the air-conditioning platform.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

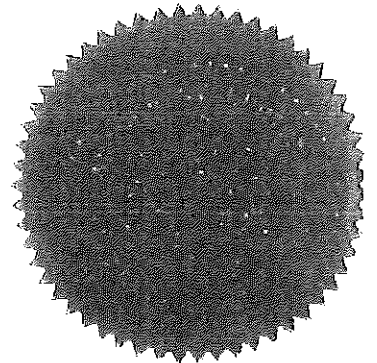
Works and Installations as at the date of this Deed :

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) plumbing system;
- (v) drainage system;
- (vi) fire services installations and equipment;
- (vii) electrical wiring system;
- (viii) lift installations (if applicable);
- (ix) gas supply system;
- (x) window installations;
- (xi) slope structures (if applicable); and
- (xii) other major items (e.g. central air-conditioning and ventilation system, escalators etc.).

SEALED with the Common Seal )  
)  
of Fortune Kingdom Development Limited, )  
)  
the Registered Owner, and SIGNED by )  
)  
)  
)  
)  
director(s)/person(s) duly authorized by )  
)  
resolution of its board of directors, )  
)  
whose signature(s) is/are verified by: )



SEALED with the Common Seal )  
)  
of Urban Property Management Limited, )  
)  
the Manager, and SIGNED by )  
)  
)  
)  
)  
director(s)/person(s) duly authorized by )  
)  
resolution of its board of directors. )  
)  
whose signature(s) is/are verified by: )



SIGNED SEALED AND DELIVERED )  
 )  
by the Covenantee Owner (who having )  
 )  
been previously identified by production )  
 )  
of her Hong Kong Identity Card )  
 )  
in the presence of: )



INTERPRETED to the Covenantee Owner by:-

LEGEND :

- G DEVELOPMENT COMMON AREAS
- O RESIDENTIAL COMMON AREAS
- I CARPARK COMMON AREAS
- Y TOWER COMMON AREAS
- G DEVELOPMENT COMMON AREAS

B.D. REFERENCE NUMBER:

NOTES  
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GENERAL NOTES

REVISIONS		
NO.	DATE	REVISED

WONG TUNG & PARTNERS LIMITED  
 ARCHITECTS & PLANNERS



5th Floor, Cupples 1, 12-14 Shing Hong Street, Hong Kong  
 T: 3925 9888 F: 3513 1728 www.wongtung.com

PROJECT:  
 PROPOSED RESIDENTIAL DEVELOPMENT AT THE REMAINING PORTION OF LOT NO 419 IN D/D 127, TAI TAO TSUEN, YUEN LONG, 'I.T.

TITLE:  
 MASTER BASEMENT FLOOR PLAN

DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: 03/2012

DATE: 03/2012	SCALE: 1:500
DRAWN BY: [Signature]	CHECKED BY: [Signature]
DESIGNED BY: [Signature]	REVIEWED BY: [Signature]
JOB NO: DMC-01	REV NO: (1/4)



PART PLAN OF UNDERGROUND PUMP ROOM AND WATER TANK BELOW BASEMENT

TANG Kwok Wan Owen, FHKA, M+A Registered Architect, Authorized Person  
 I HEREBY CERTIFY THE ACCURACY OF THE COMMON AREAS SHOWN ON THIS PLAN.

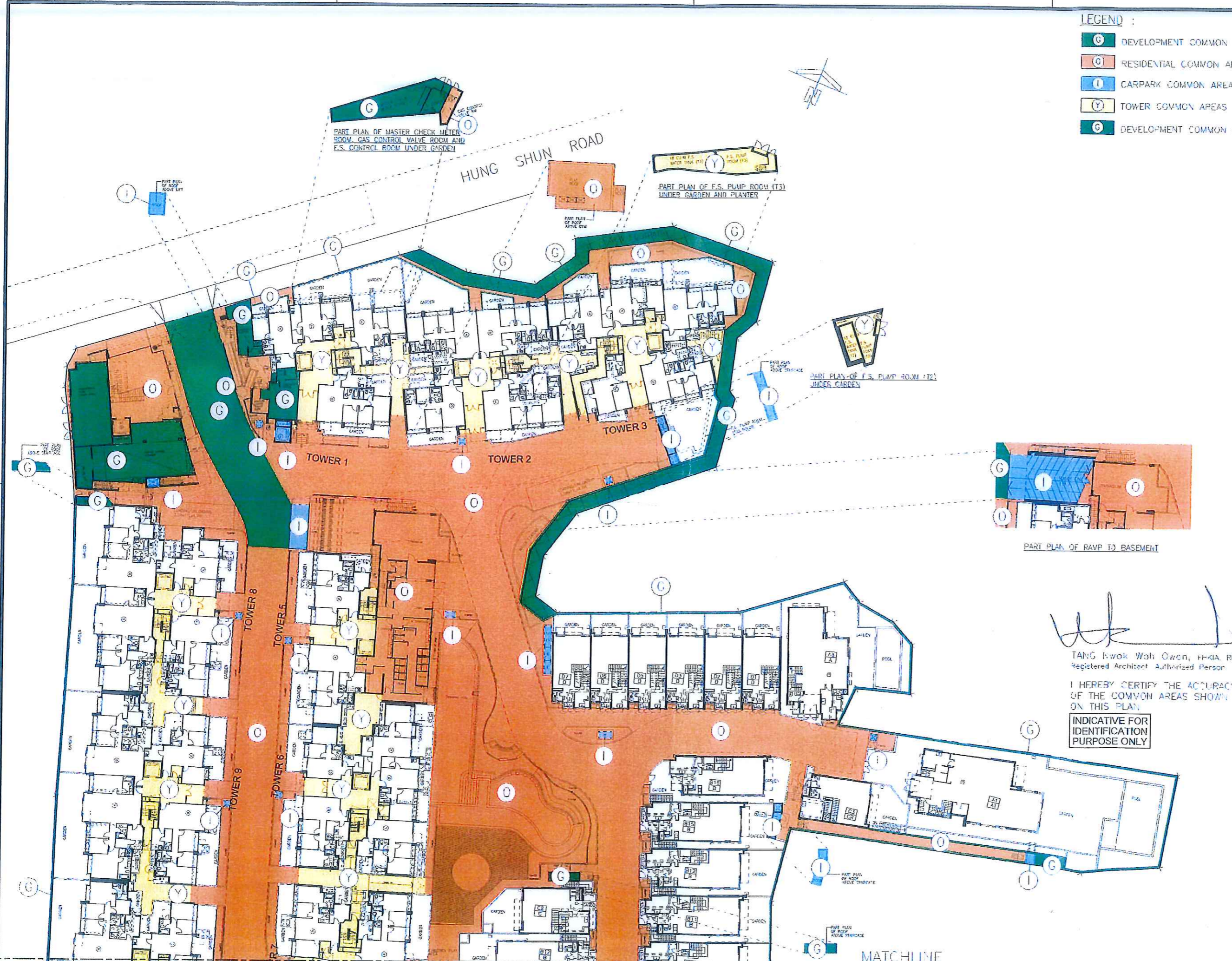
INDICATIVE FOR IDENTIFICATION PURPOSE ONLY

MATCHLINE



**LEGEND :**

- DEVELOPMENT COMMON AREAS
- RESIDENTIAL COMMON AREAS
- CARPARK COMMON AREAS
- TOWER COMMON AREAS
- DEVELOPMENT COMMON AREAS



*[Signature]*  
TANG Kwok Wah Owen, R.K.I.A. R.I.B.A.  
Registered Architect Authorized Person

I HEREBY CERTIFY THE ACCURACY  
OF THE COMMON AREAS SHOWN  
ON THIS PLAN

INDICATIVE FOR  
IDENTIFICATION  
PURPOSE ONLY

**B.D. REFERENCE NUMBER:**

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ARCHITECT

**GENERAL NOTES**

- 1. HOUSE NO. 4, 13, 14 AND 24  
NOT USED
- 2. TOWER NO. 4 NOT USED.

**REVISIONS**

NO.	DATE	REVISED	BY

WONG TUNG & PARTNERS LIMITED  
ARCHITECTS & PLANNERS



4th Floor, Cheong Chee Yee Building, Hong Kong  
T: 2523 3538 F: 25 3 1928 www.wongtung.com

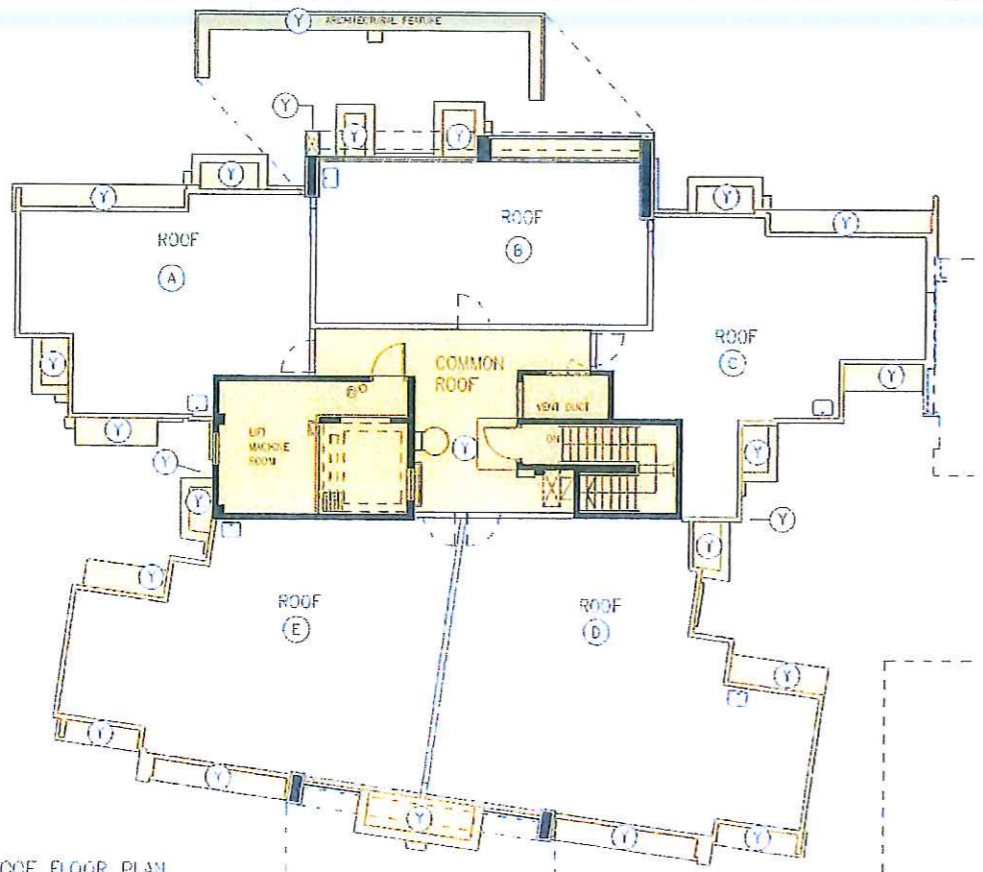
**PROJECT:**  
PROPOSED RESIDENTIAL  
DEVELOPMENT AT THE  
REMAINING PORTION OF  
LOT NO. 419 IN S.D. 127,  
TAI TAG TSUEN, SIEN LONG, N.T.

**TITLE:**  
MASTER  
GROUND FLOOR  
PLAN

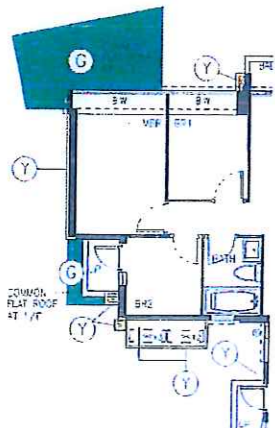
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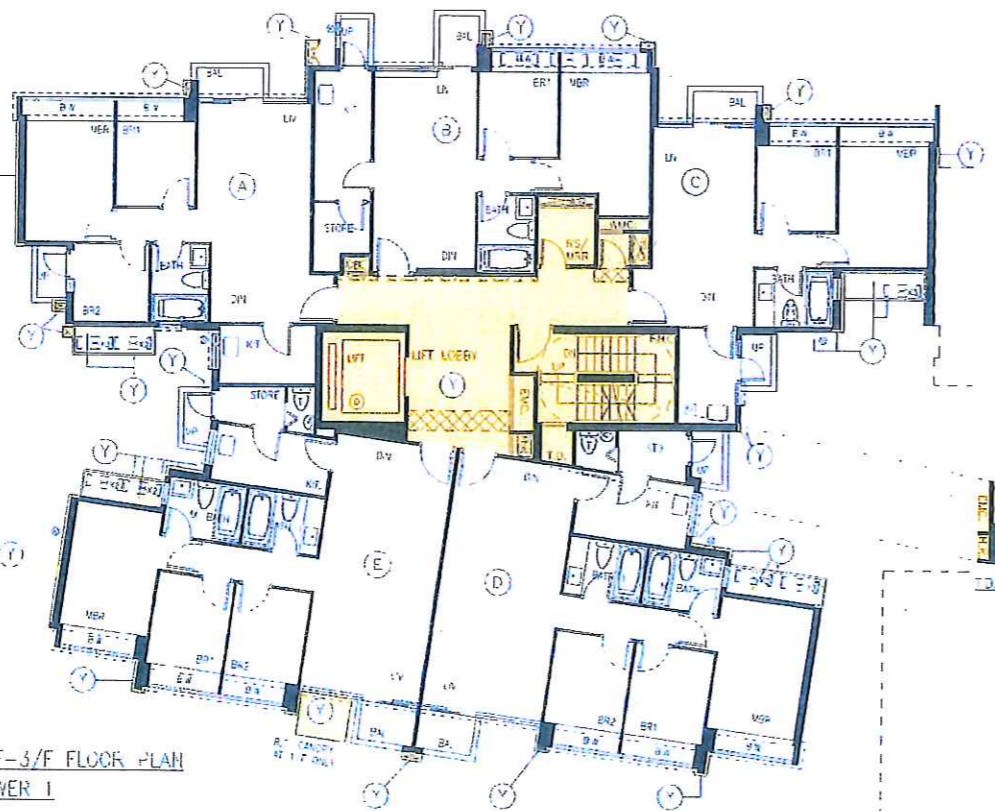




ROOF FLOOR PLAN  
TOWER 1



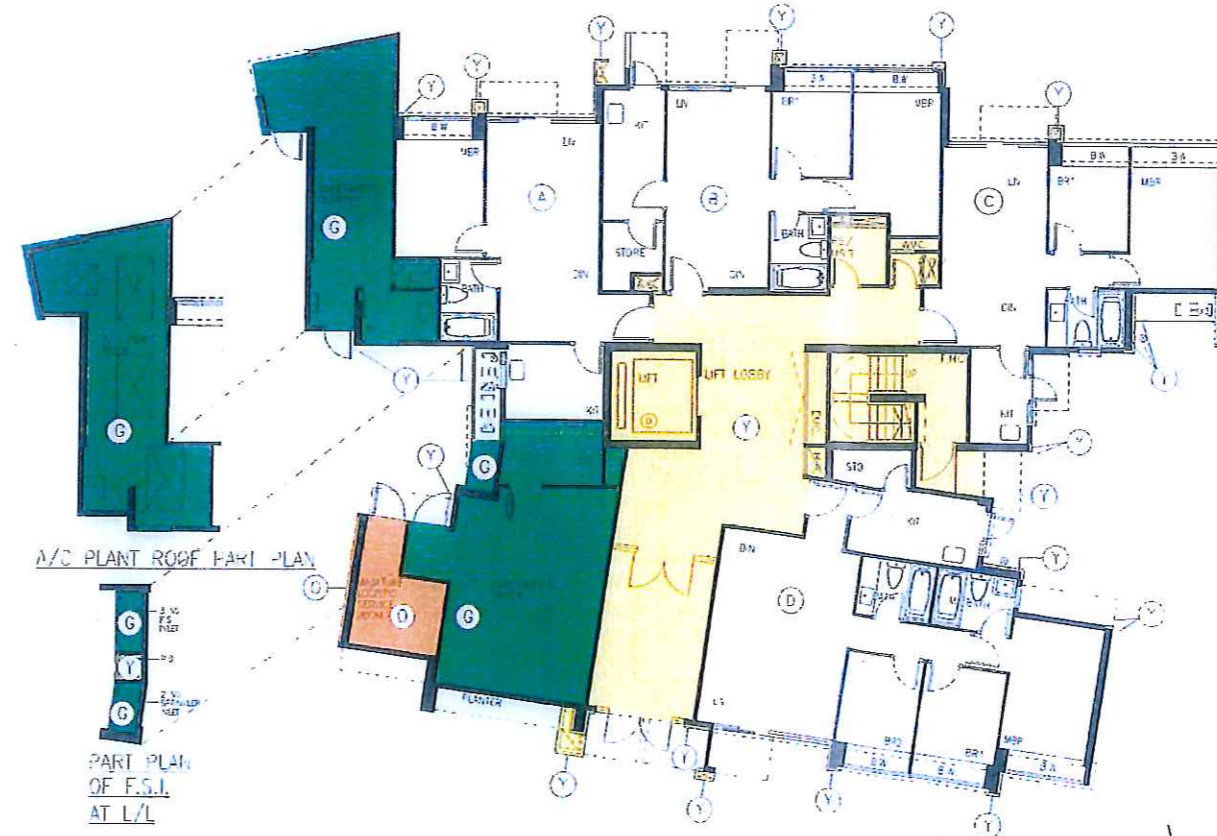
1/F PART PLAN



1/F-3/F FLOOR PLAN  
TOWER 1



UPPER ROOF PLAN  
TOWER 1



A/C PLANT ROOF PART PLAN

PART PLAN  
OF F.S.I.  
AT L/L

G-RD. FLOOR PLAN  
TOWER 1

- LEGEND :**
- DEVELOPMENT COMMON AREAS
  - TOWER COMMON AREAS
  - RESIDENTIAL COMMON AREAS
  - WIDER COMMON CORRIDORS AND LIFT LOBBIES
- BAL - BALCONY  
U.P. - UTILITY PLATFORM

B.D. REFERENCE NUMBER:

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**GENERAL NOTES**

REVISIONS		DATE	REVISED

WONG TUNG & PARTNERS LIMITED  
ARCHITECTS & PLANNERS



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T 2803 9998 F 2513 1728 www.wongtung.com

**PROJECT**  
PROPOSED RESIDENTIAL DEVELOPMENT AT THE REMAINING PORTION OF LOT NO. 419 IN D.D. 127 TAI TAO TSUEN, YUEN LONG, N.T.

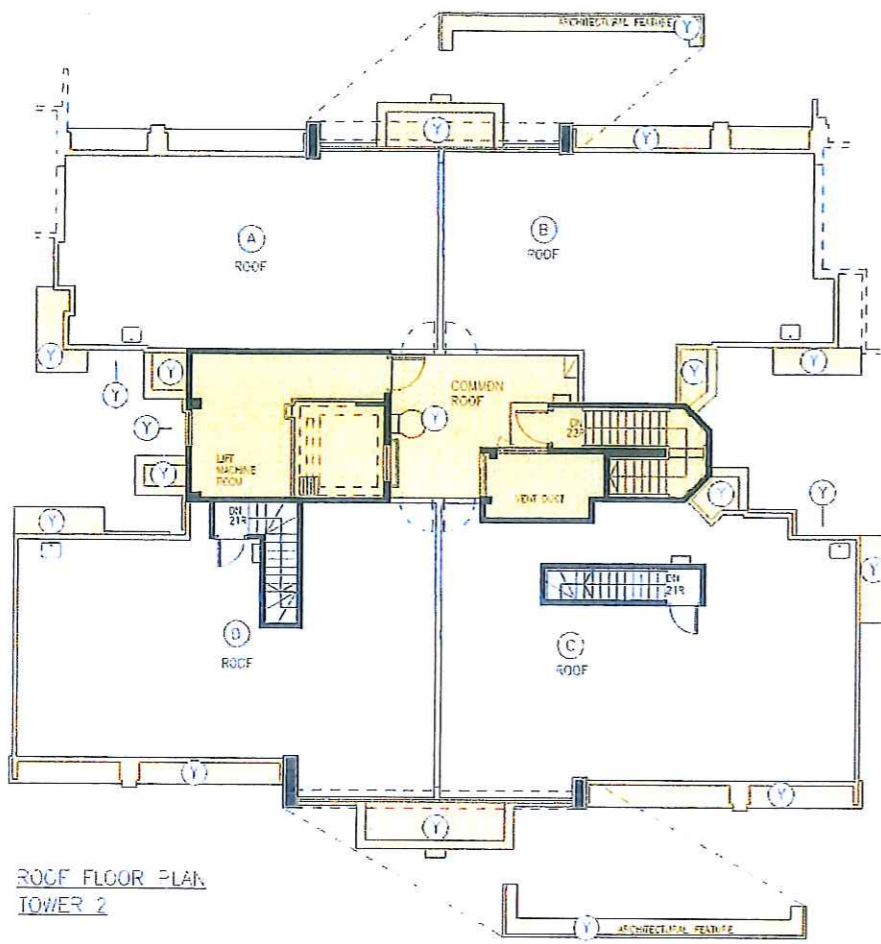
**TITLE**  
TOWER 1 PLANS

*Wong Tung*  
TANG Kwok Wai Owen, F.R.I.A., R.I.B.A.  
Registered Architect, Authorized Person

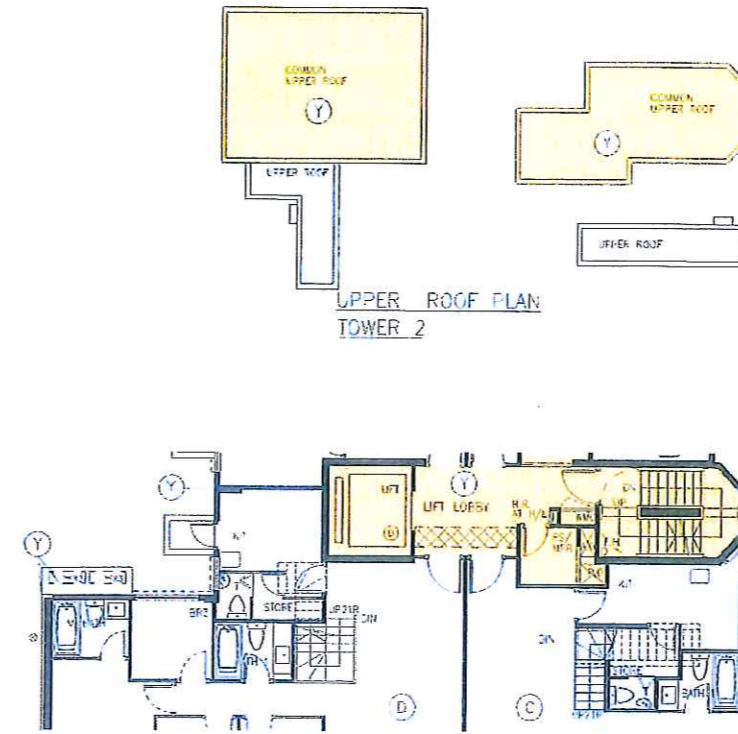
I HEREBY CERTIFY THE ACCURACY OF THE COMMON AREAS SHOWN ON THIS PLAN

INDICATIVE FOR IDENTIFICATION PURPOSE ONLY

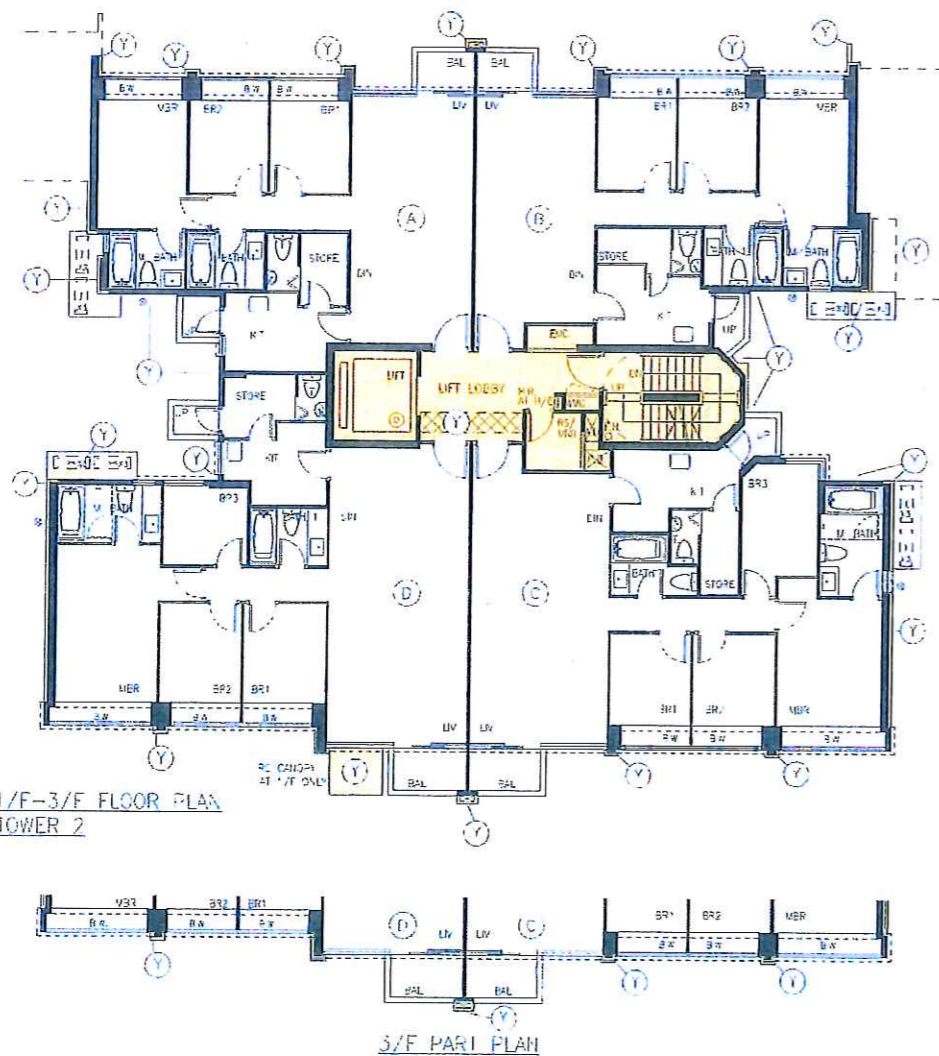
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030130	DMC-03 (4)



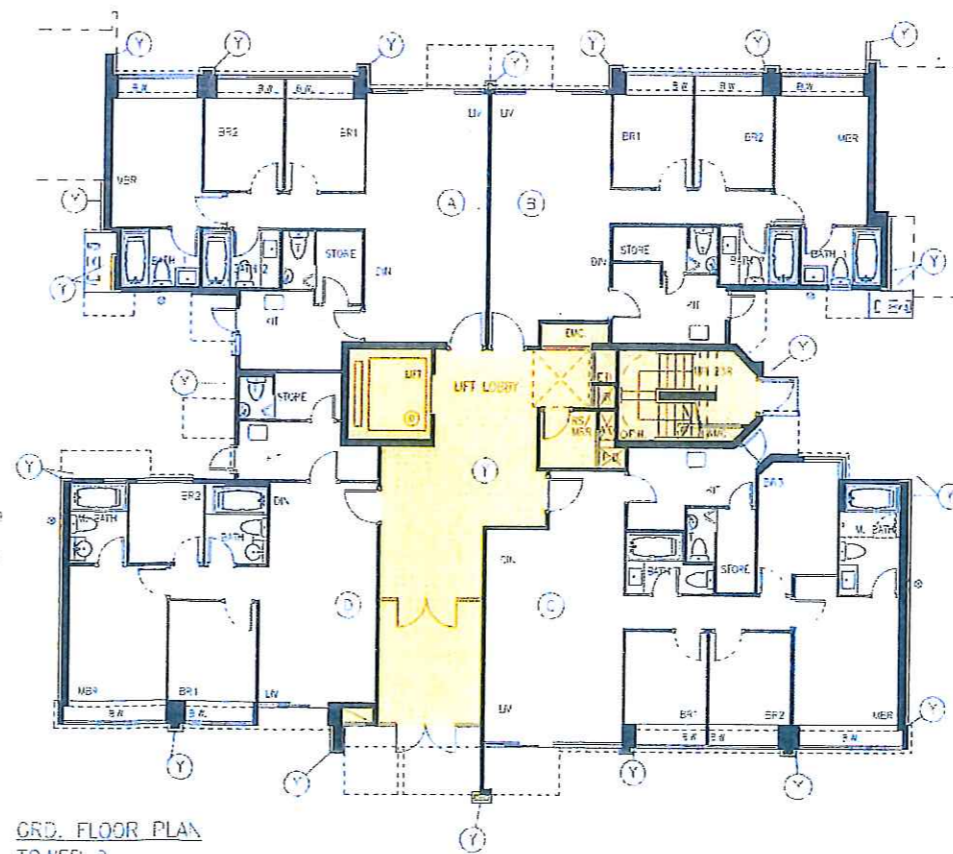
ROOF FLOOR PLAN TOWER 2



UPPER ROOF PLAN TOWER 2



1/5-3/5 FLOOR PLAN TOWER 2



GRD. FLOOR PLAN TOWER 2

**LEGEND :**  
 (Y) TOWER COMMON AREAS  
 (X) WIDER COMMON CORRIDORS AND LIFT LOBBIES  
 BAL - BALCONY  
 U.P. - UTILITY PLATFORM

B.D. REFERENCE NUMBER:

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**REVISIONS**

NO.	DATE	REVISED



5th Floor, Cityplaza 3, Tsim Sha Tsui, Hong Kong  
 T 2803 8888 F 2513 1728 www.wongtung.com

PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT THE REMAINING PORTION OF LOT NO. 419 IN D.D. 127, TAI TAU TSUEN, YUEN LONG, N.T.

TITLE: TOWER 2 PLANS

TANG Kwok Wain Owen, F.R.A.I.A., R.B.A.  
 Registered Architect, Authorized Person

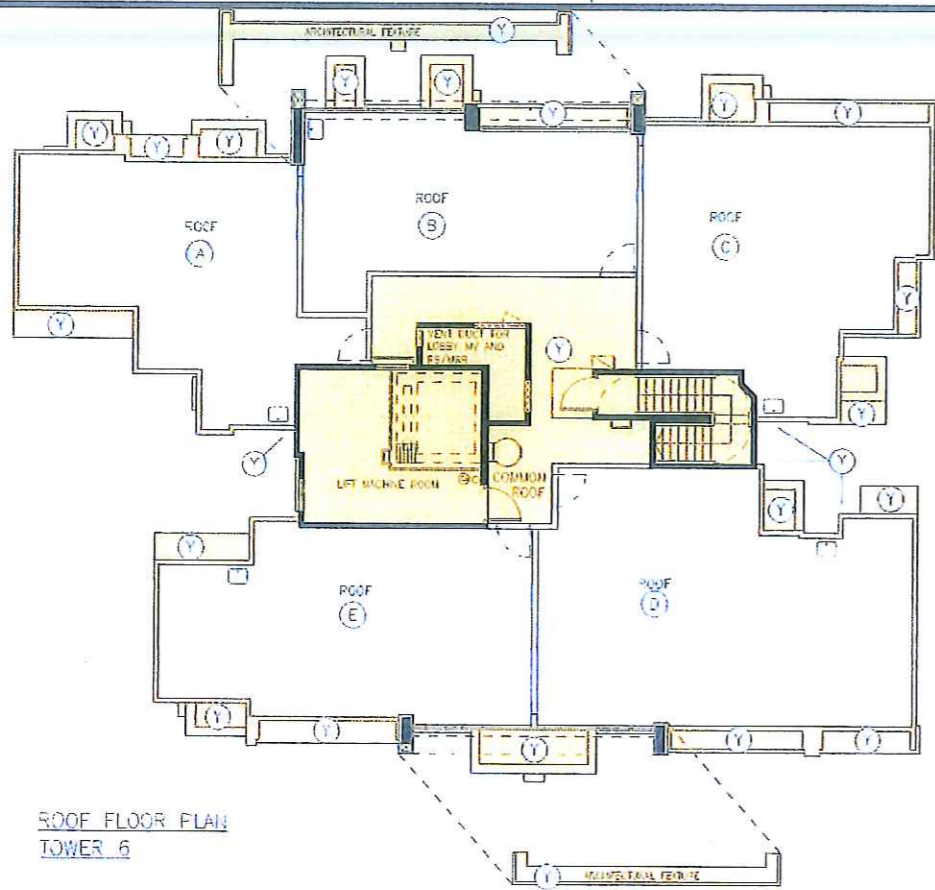
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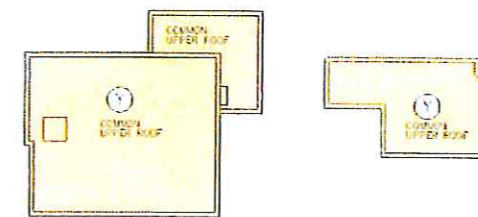
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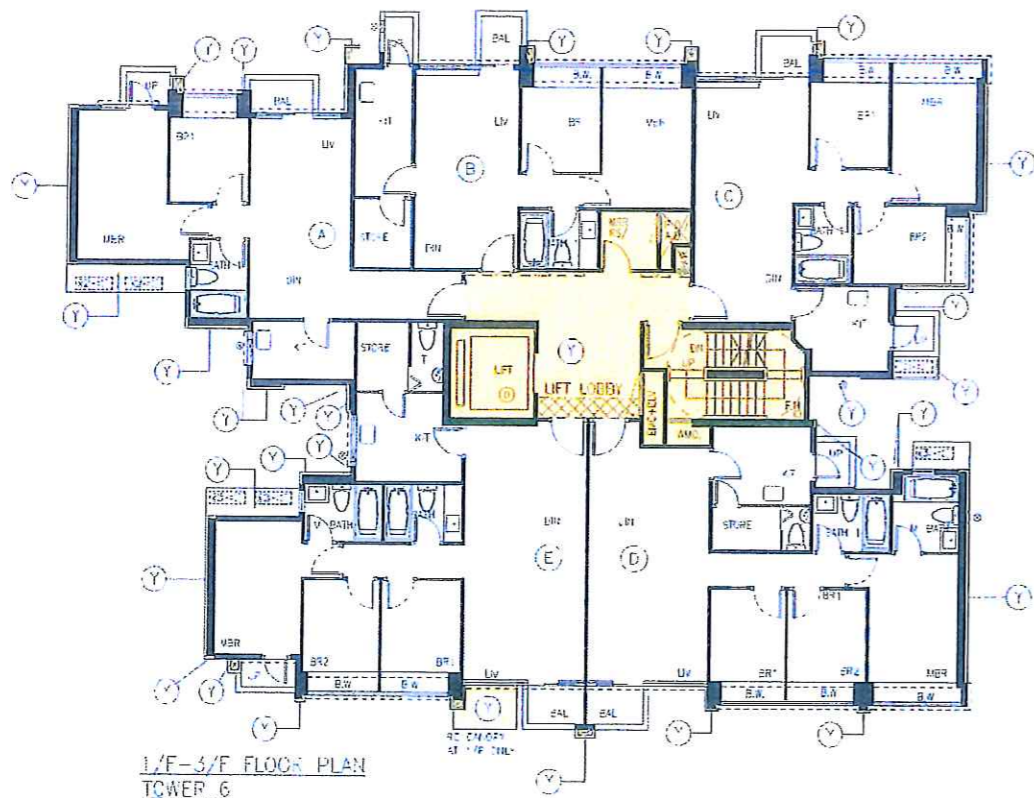




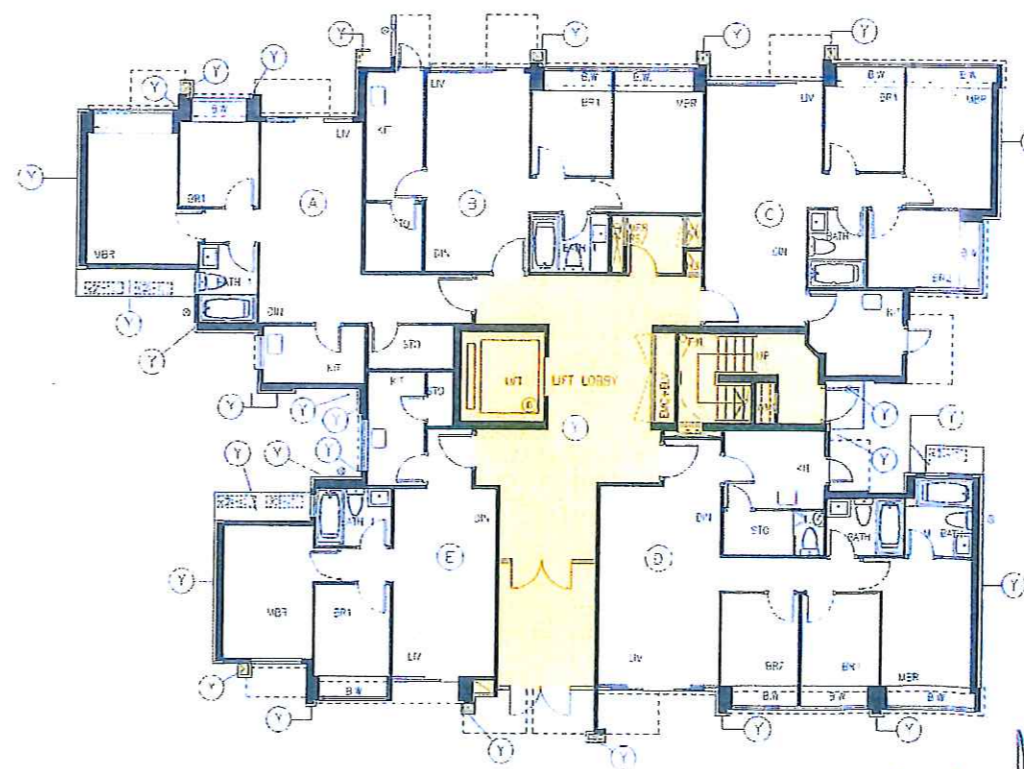
ROOF FLOOR PLAN  
TOWER 6



UPPER ROOF PLAN  
TOWER 6



1/E-3/E FLOOR PLAN  
TOWER 6



GRD. FLOOR PLAN  
TOWER 6

- LEGEND :**
- RESIDENTIAL COMMON AREAS
  - TOWER COMMON AREAS
  - WIDER COMMON CORR DORS AND LIFT LOBBIES
  - BAL - BALCONY
  - U.P. - UTILITY PLATFORM

B.D. REFERENCE NUMBER:

**NOTES**  
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**GENERAL NOTES**

**REVISIONS**

NO.	DATE	REVISION	BY	CHK'D BY

**WONG TUNG & PARTNERS LIMITED**  
ARCHITECTS & PLANNERS



5th Floor, Skyplaza 1, Fa-yoo Street, Hong Kong  
T 2525 9688 F 2515 1726 www.wt.com

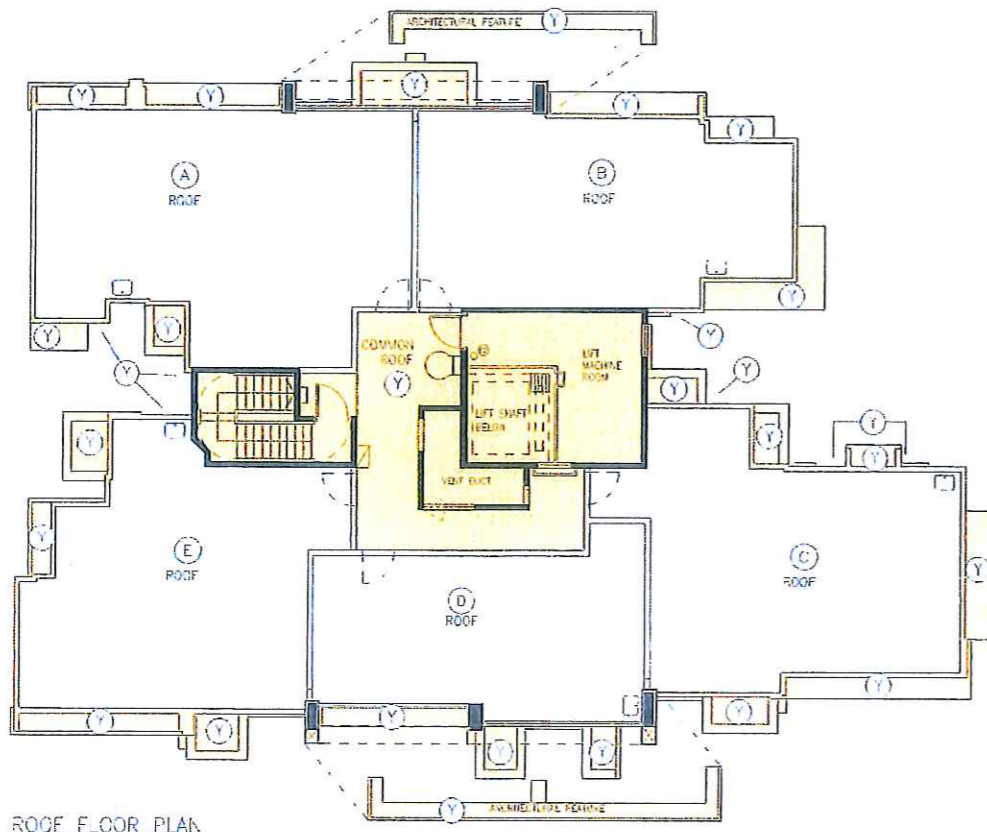
**PROJECT**  
PROPOSED RESIDENTIAL DEVELOPMENT AT THE REMAINING PORTION OF LOT NO. 419 IN D.D. 127, TAI TAO TSUEN, YUEN LONG, N.T.

**TITLE**  
TOWER 6 PLANS

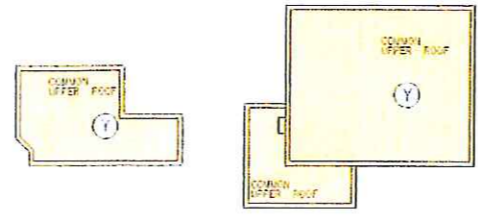
TANG Kwok Wai Owen, FHKIA, RIBA  
Registered Architect, Authorized Person  
  
I HEREBY CERTIFY THE ACCURACY OF THE COMMON AREAS SHOWN ON THIS PLAN

INDICATIVE FOR IDENTIFICATION PURPOSE ONLY

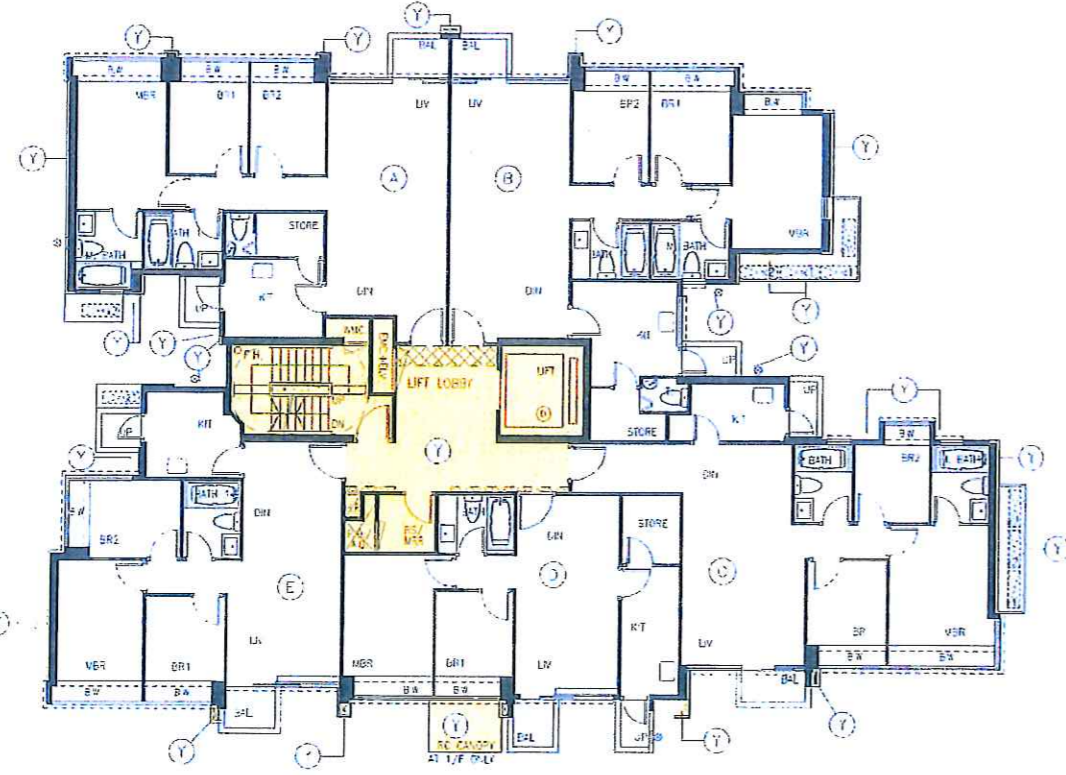
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DESIGNED BY		CHECKED BY	
DRAWN BY		DESIGNED BY	
JOB NO.	030130	DESKS NO.	DMC-0811
REV. NO.		REV. NO.	(74)



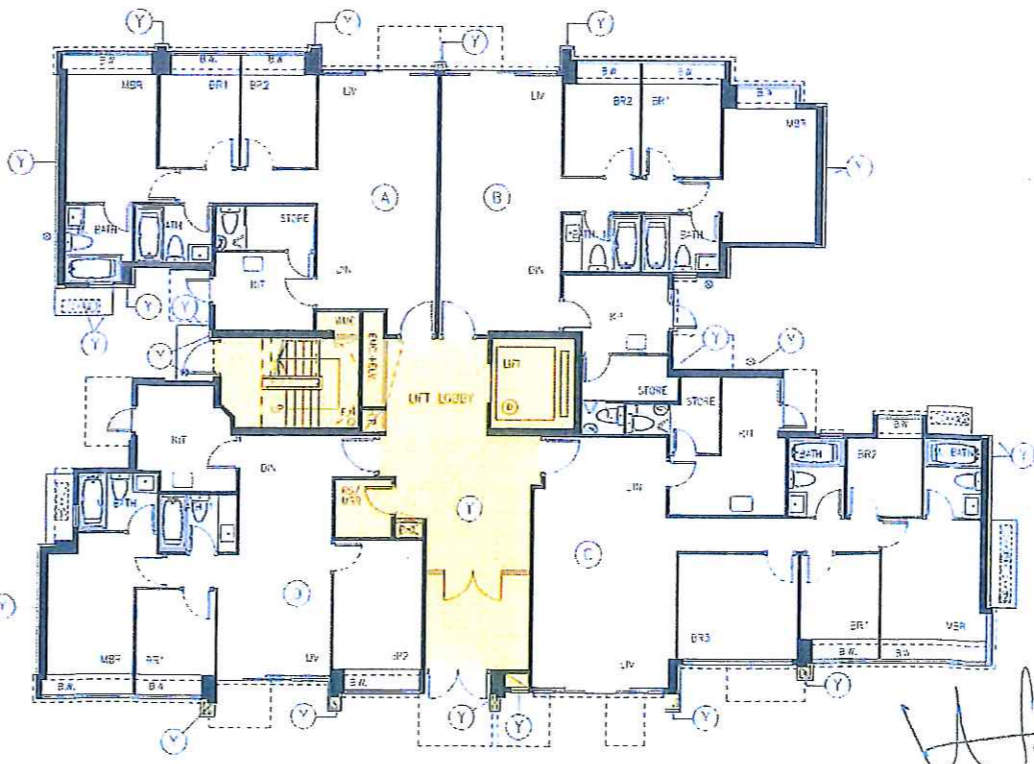
ROOF FLOOR PLAN  
TOWER 7



UPPER ROOF PLAN  
TOWER 7



L/F-3/F FLOOR PLAN  
TOWER 7



G/F FLOOR PLAN  
TOWER 7

LEGEND :

- (Y) TOWER COMMON AREAS
- (Y) WIDER COMMON CORRIDORS AND LIFT LOBBIES
- BAL. - BALCONY
- U.P. - UTILITY PLATFORM

B.D. REFERENCE NUMBER:

NOTES  
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GENERAL NOTES

REVISIONS		B	D	H	T
NO	DATE	REVISION			

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ARCHITECTS & PLANNERS



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PROJECT  
PROPOSED RESIDENTIAL DEVELOPMENT AT THE REMAINING PORTION OF LOT NO 419 IN DD 127, TAI TAG TSUEN, YUEN LONG, N.T.

TITLE:  
TOWER 7 PLANS

*(Signature)*  
TARC Kwok Wah Owen, RIBA, RIBA  
Registered Architects, Authorized Person

I HEREBY CERTIFY THE ACCURACY OF THE COMMON AREAS SHOWN ON THIS PLAN

INDICATIVE FOR IDENTIFICATION PURPOSE ONLY

DATE	05/2012	SCALE	1:200
DRAWN BY	(S)	CHECKED BY	(S)
DESIGNED BY	(S)	PERFORMED BY	(S)
JOB NO	030130	DRAWING NO	DMC-07
		REV.	1/2
			(1/4)





LEGEND :

- TOWER COMMON AREAS
- WIDER COMMON CORRIDORS AND LIFT LOBBIES
- BAL. - BALCONY
- J.P. - UTILITY PLATFORM

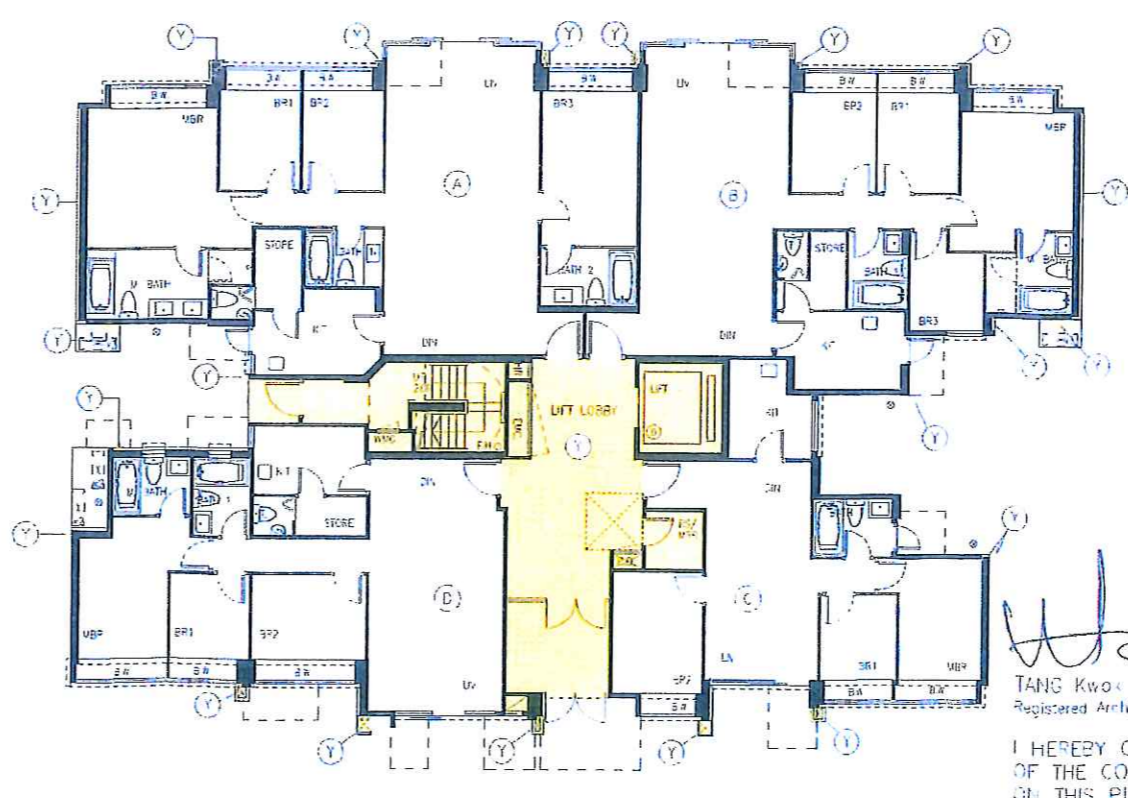
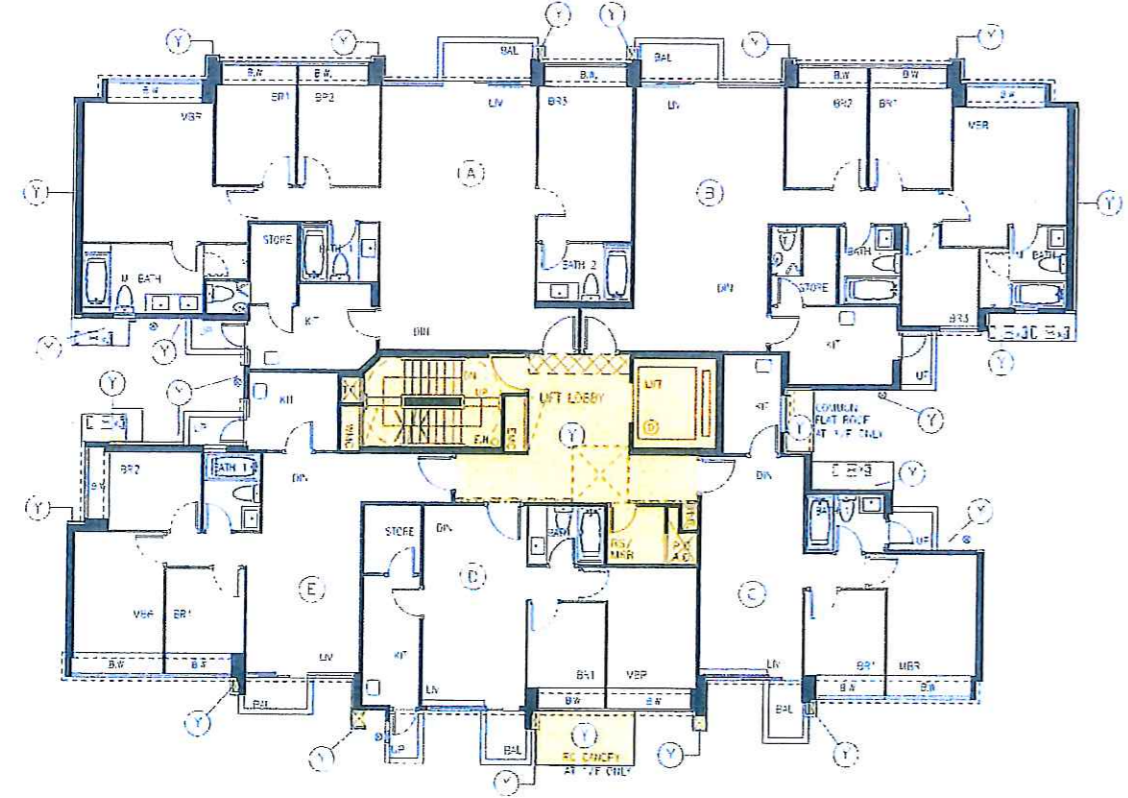
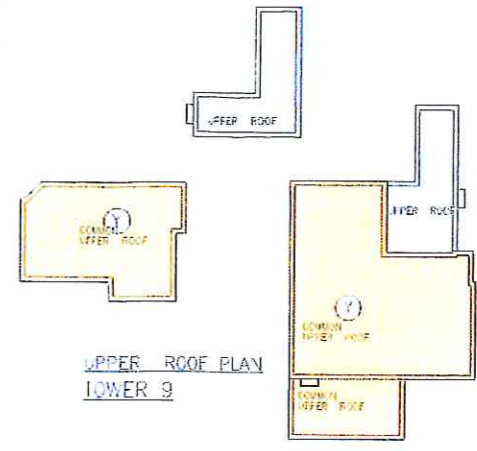
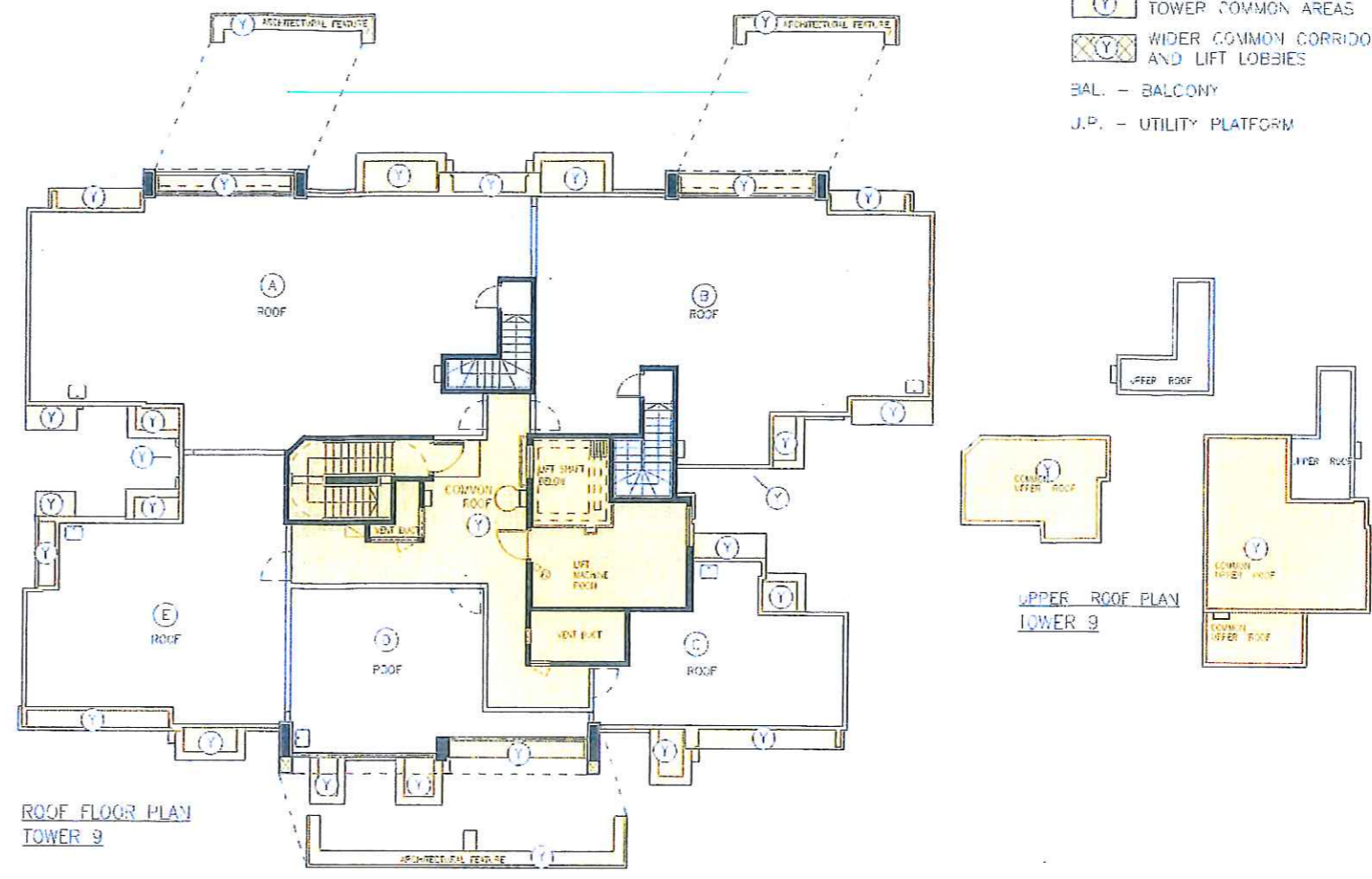
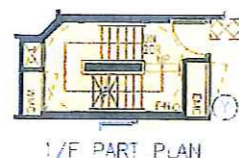
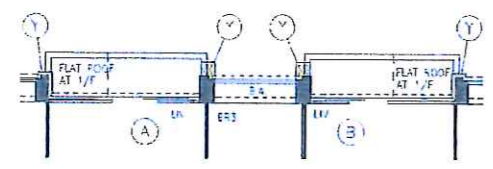
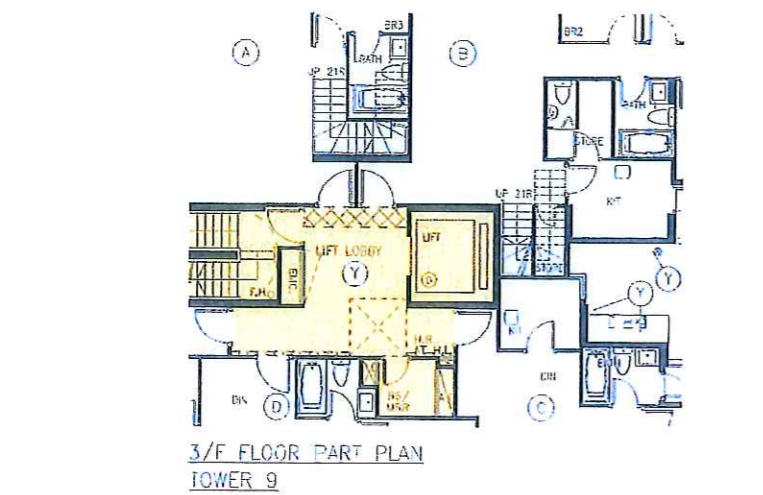
B.D. REFERENCE NUMBER:

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GENERAL NOTES

REVISIONS

NO.	DATE	REVISED	BY



TANG Kwok Wah Cwen, FHKA, MIFA  
 Registered Architect Authorized Person

I HEREBY CERTIFY THE ACCURACY  
 OF THE COMMON AREAS SHOWN  
 ON THIS PLAN

INDICATIVE FOR  
 IDENTIFICATION  
 PURPOSE ONLY

**WONG TUNG & PARTNERS LIMITED**  
 ARCHITECTS & PLANNERS

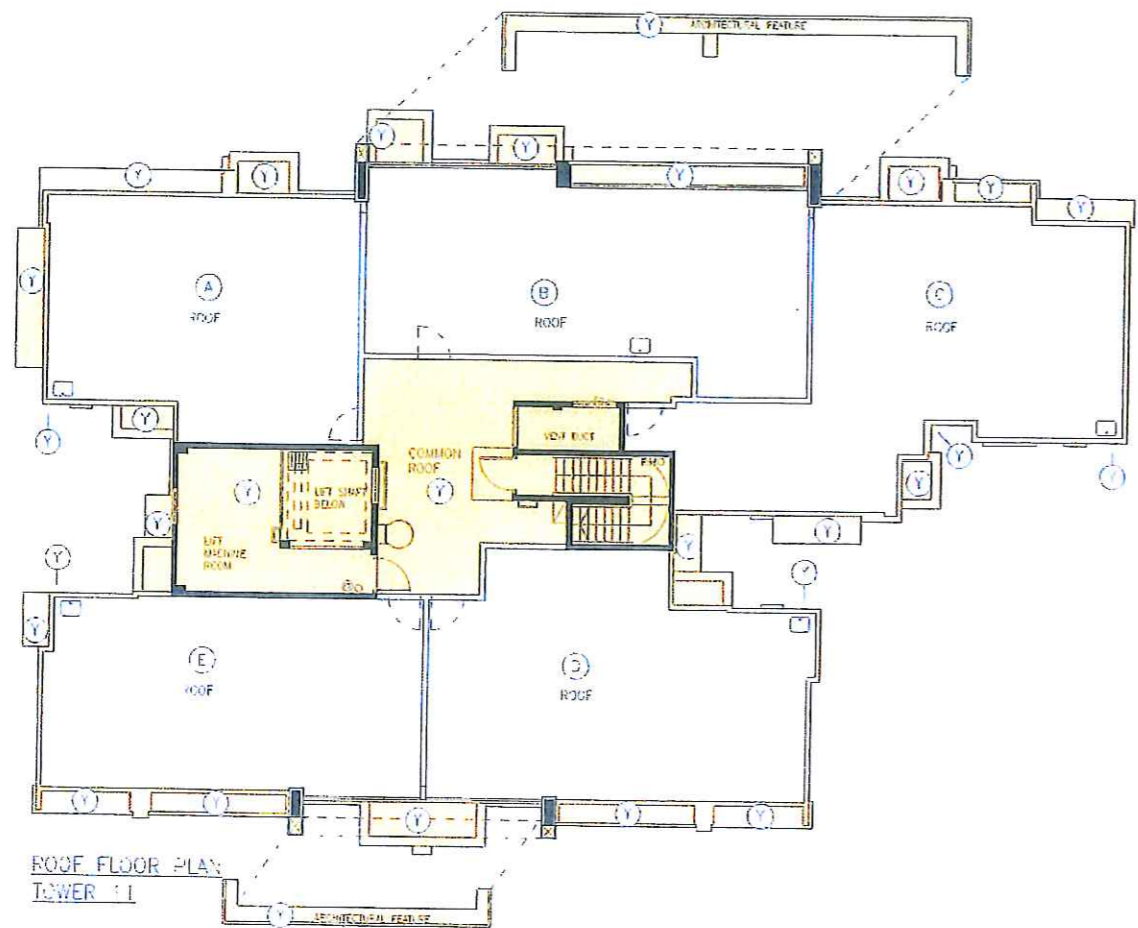
5th Floor, Onyxplaza 3, Tsimshatsui, Hong Kong  
 T 2803 8888 F 2813 1728 www.wongtung.com

PROJECT  
 PROPOSED RESIDENTIAL  
 DEVELOPMENT AT THE  
 REMAINING PORTION OF  
 LOT NO. 419 IN D.D. 127,  
 TAI TAU TSUEN, Tuen Long, N.T.

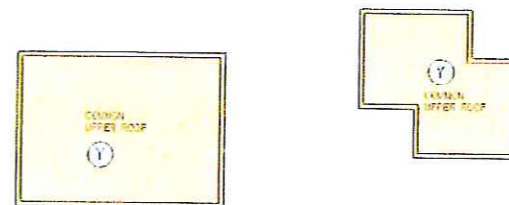
TITLE  
 TOWER 9  
 PLANS

DATE	SCALE
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JOB NO: [blank]	DWG NO: [blank]
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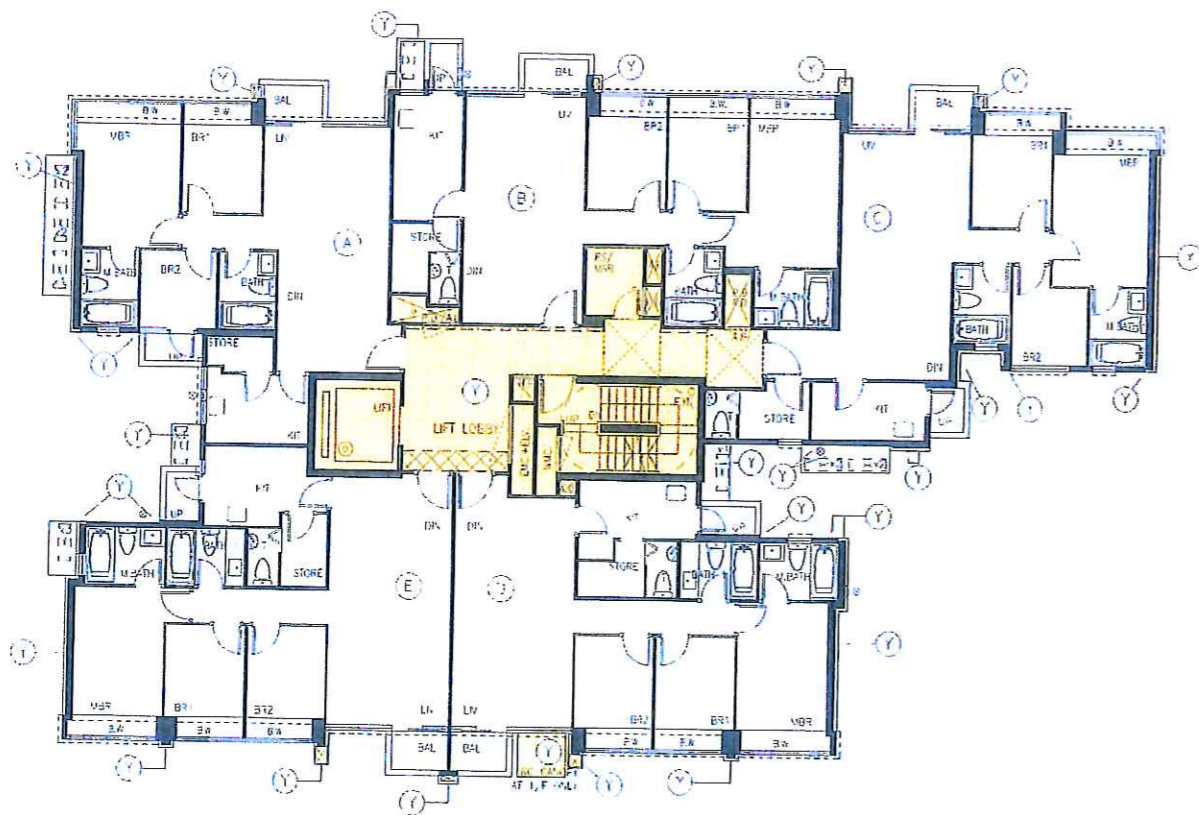




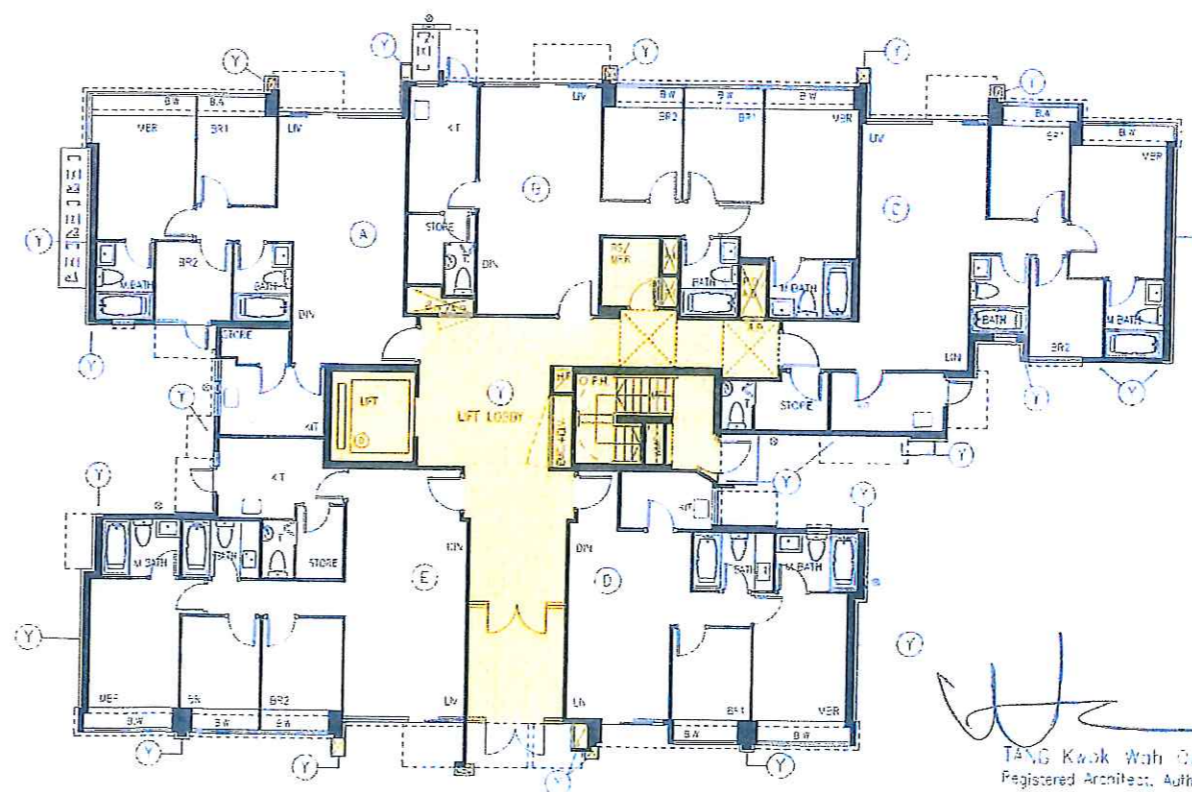
ROOF FLOOR PLAN  
TOWER 11



UPPER ROOF PLAN  
TOWER 11



1/F-3/F FLOOR PLAN  
TOWER 11



GRD. FLOOR PLAN  
TOWER 11

LEGEND :

- TOWER COMMON AREAS
- WIDER COMMON CORRIDORS AND LIFT LOBBIES
- BAL. - BALCONY
- U.P. - UTILITY PLATFORM

B.D. REFERENCE NUMBER:

NOTES  
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GENERAL NOTES

REVISIONS		DATE	REVISION	BY	CHK

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T 2803 3888 F 2513 1728 www.wtpartners.com

PROJECT  
PROPOSED RESIDENTIAL DEVELOPMENT AT THE REMAINING PORTION OF LOT NO. 419 IN D.D. 127, TAI TAG TSUEN, YUEN LONG, N.T.

TITLE  
TOWER 11 PLANS

TANG Kwok Wah Owen, FHKIA, RHA  
Registered Architect, Authorized Person

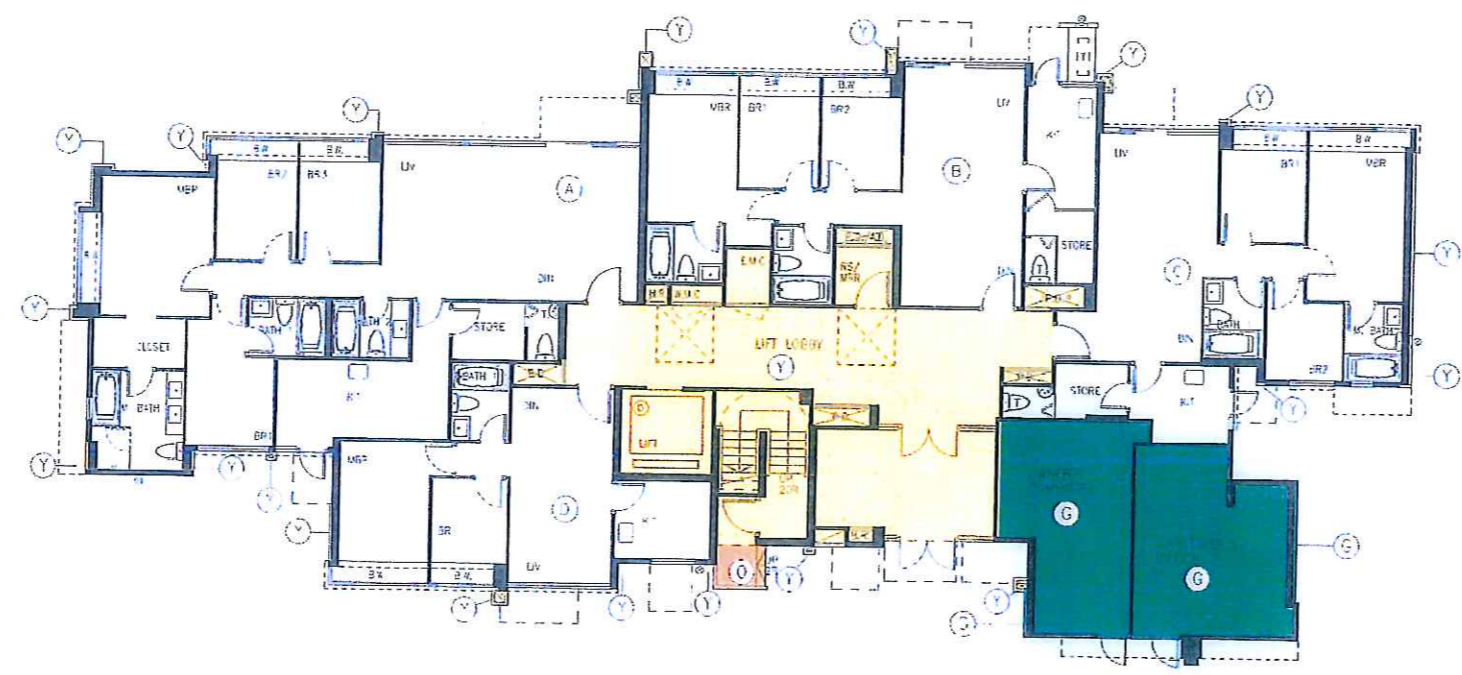
I HEREBY CERTIFY THE ACCURACY OF THE COMMON AREAS SHOWN ON THIS PLAN

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DATE	03/2012	SCALE	1:200
DRAWN BY	DMC	CHECKED BY	DMC
REV. NO.		REV. NO.	
030130	DMC-11		(1/4)

**LEGEND :**

- DEVELOPMENT COMMON AREAS
  - Y TOWER COMMON AREAS
  - RESIDENTIAL COMMON AREAS
  - WIDER COMMON CORRIDORS AND LIFT LOBBIES
- BAL. - BALCONY  
U.P. - UTILITY PLATFORM



GRD. FLOOR PLAN  
TOWER 12

B.D. REFERENCE NUMBER:

**NOTES**  
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REVISIONS		DATE	REVISED BY	REVISIONS

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 T: 2553 9858 F: 2511 7208 www.wongtung.com

**PROJECT**  
 PROPOSED RESIDENTIAL DEVELOPMENT AT THE REMAINING PORTION OF LOT NO. 419 IN D.D. 127, TAI TAO TSUEN, YUEN LONG, N.T.

*[Handwritten Signature]*

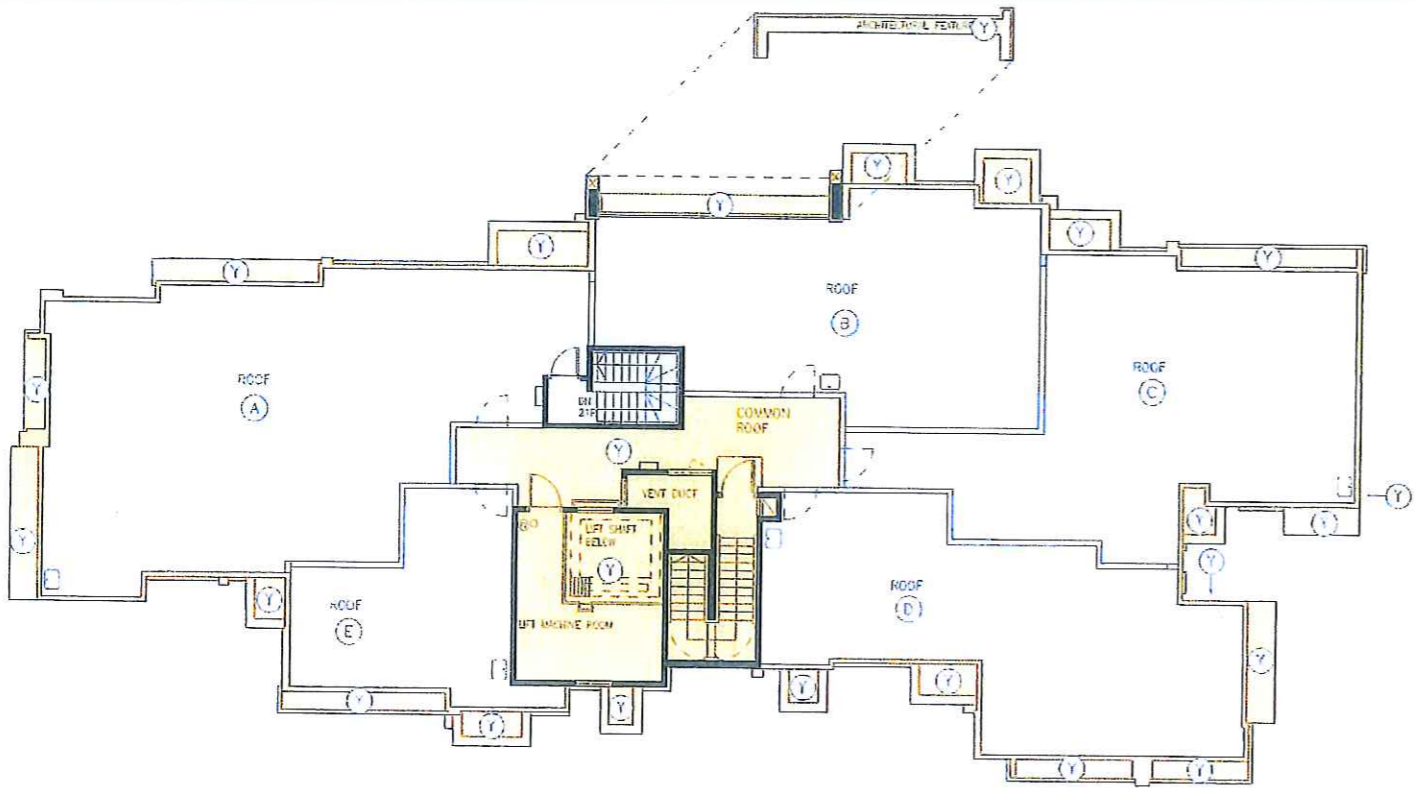
TANG Kwok Wah Owen, F.R.A.S., R.B.A.  
 Registered Architect - Authorized Person

I HEREBY CERTIFY THE ACCURACY OF THE COMMON AREAS SHOWN ON THIS PLAN

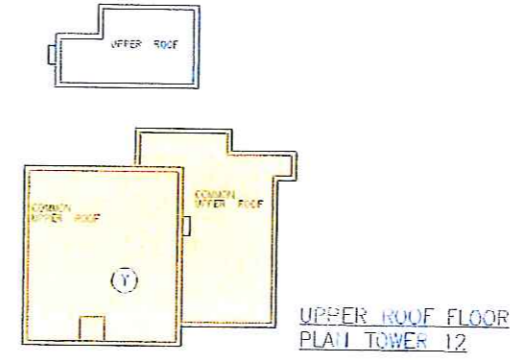
INDICATIVE FOR IDENTIFICATION PURPOSE ONLY

**TITLE**  
 TOWER 12 GRD. FLOOR PLANS

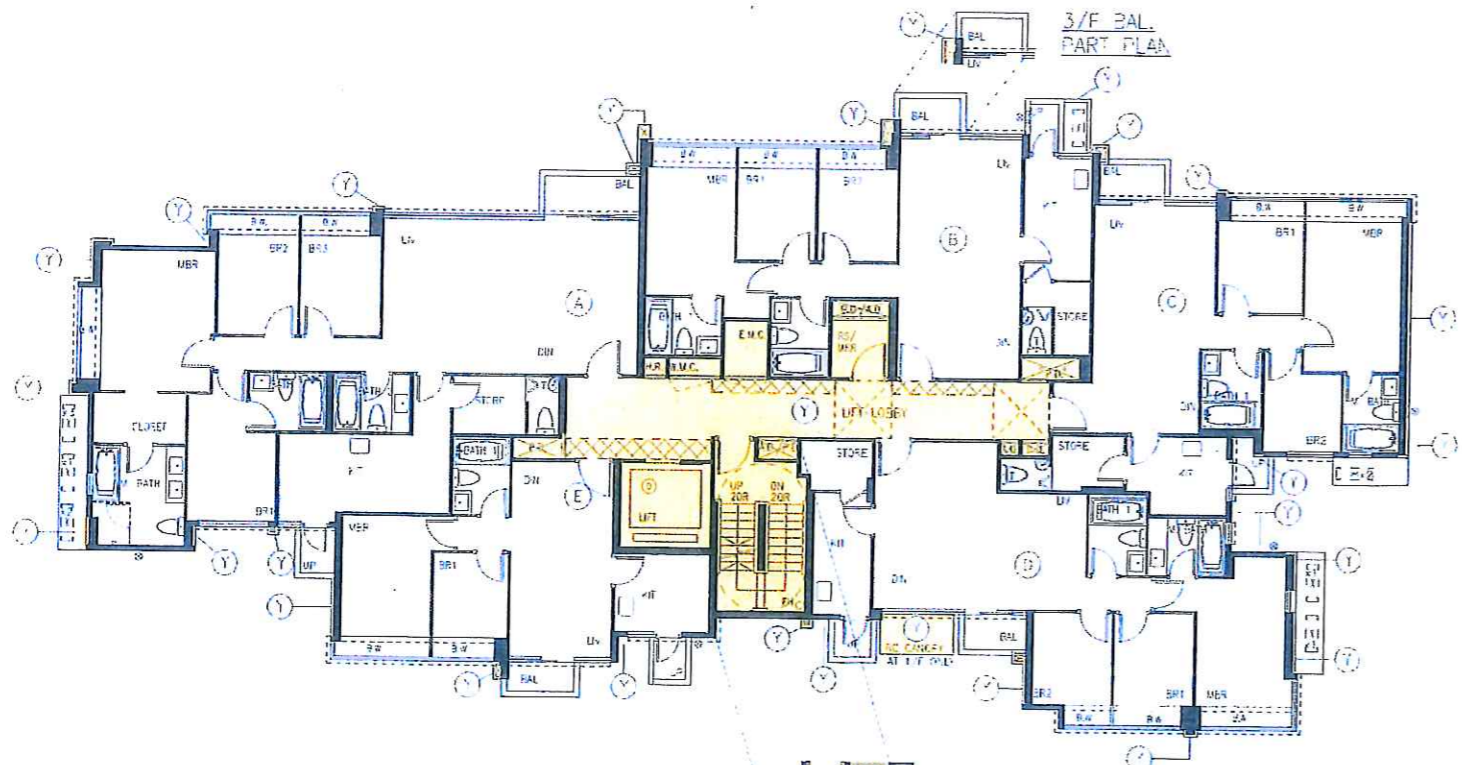
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03/2012	1:200				
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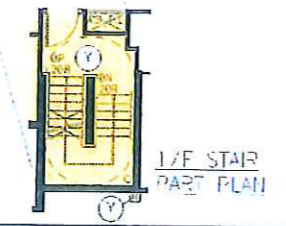
ROOF FLOOR PLAN  
TOWER 12



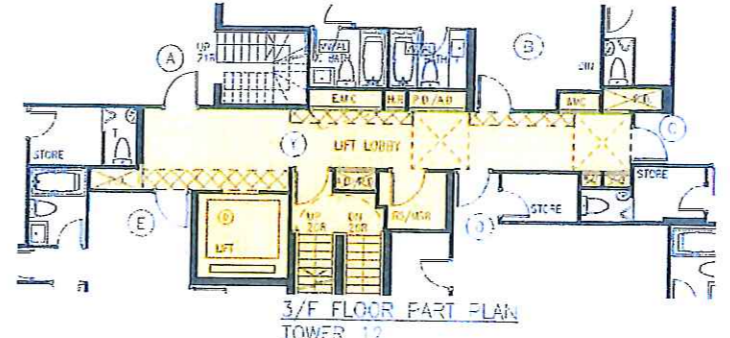
UPPER ROOF FLOOR  
PLAN TOWER 12



1/F-3/F PLAN  
TOWER 12



1/F STAIR  
PART PLAN



3/F FLOOR PART PLAN  
TOWER 12

**LEGEND :**  
 (Y) TOWER COMMON AREAS  
 (Y) WIDER COMMON CORRIDORS AND LIFT LOBBIES  
 BAL - BALCONY  
 UP - UTILITY PLATFORM

B.D. REFERENCE NUMBER:

**NOTES**  
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NO.	DATE	REVISION

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**PROJECT**  
 PROPOSED RESIDENTIAL  
 DEVELOPMENT AT THE  
 REMAINING PORTION OF  
 LOT NO. 413 IN S.D. 127,  
 TAI TAO TSUEN, YUEN LONG, N.T.

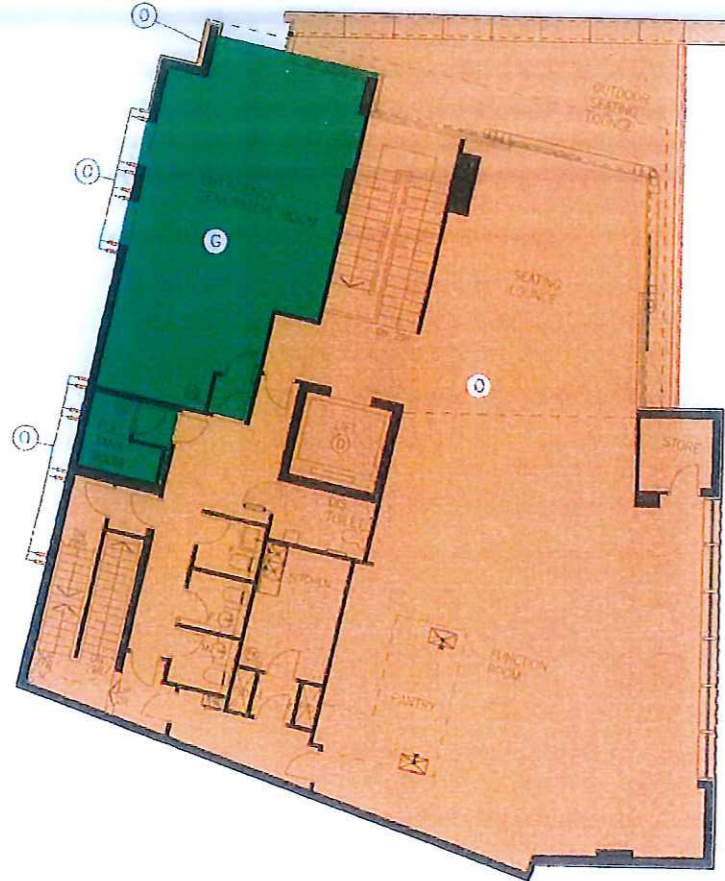
**TITLE:**  
 TOWER 12  
 PLANS

  
 TANG Kwok Wah Owen, F.R.I.A., R.I.B.A.  
 Registered Architect, Authorized Person

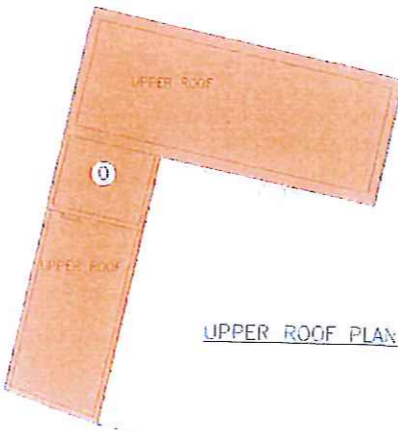
I HEREBY CERTIFY THE ACCURACY  
 OF THE COMMON AREAS SHOWN  
 ON THIS PLAN

**INDICATIVE FOR  
 IDENTIFICATION  
 PURPOSE ONLY**

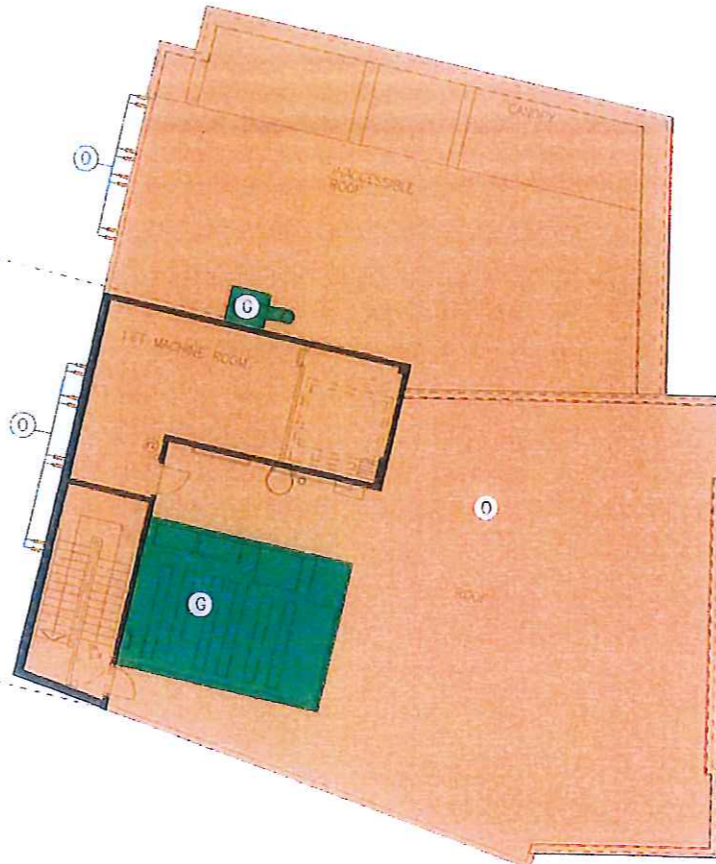
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JOB NO: 030/30	DWG NO: F12C-13
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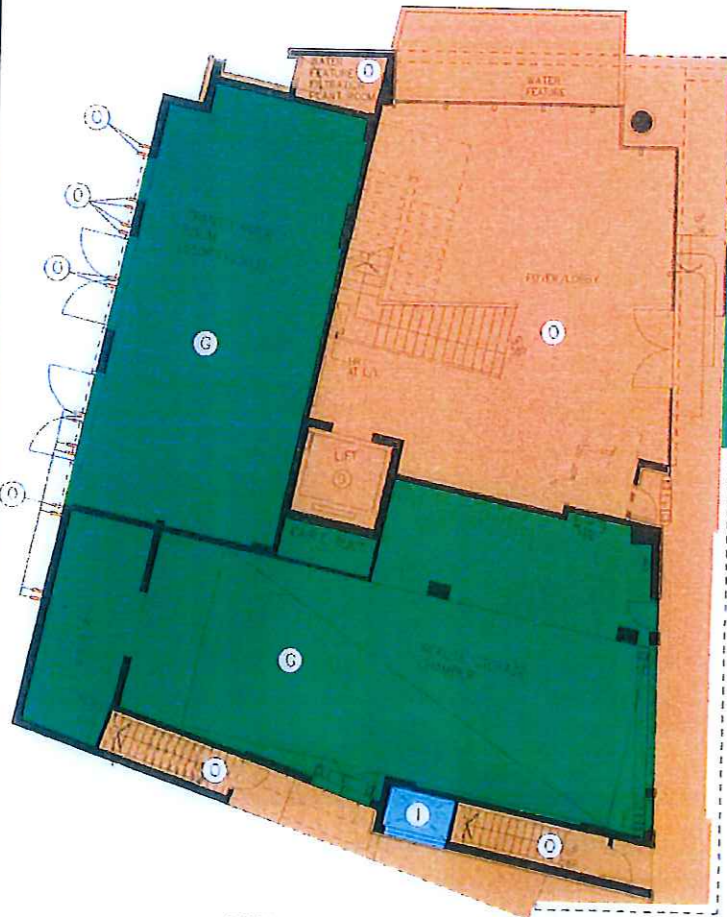
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2/F PLAN



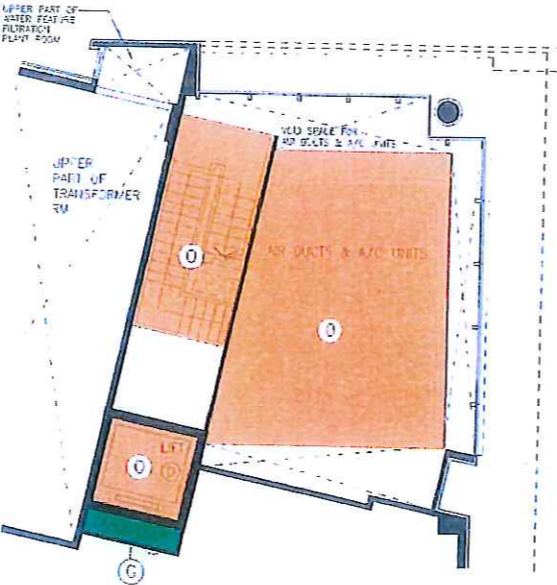
UPPER ROOF PLAN



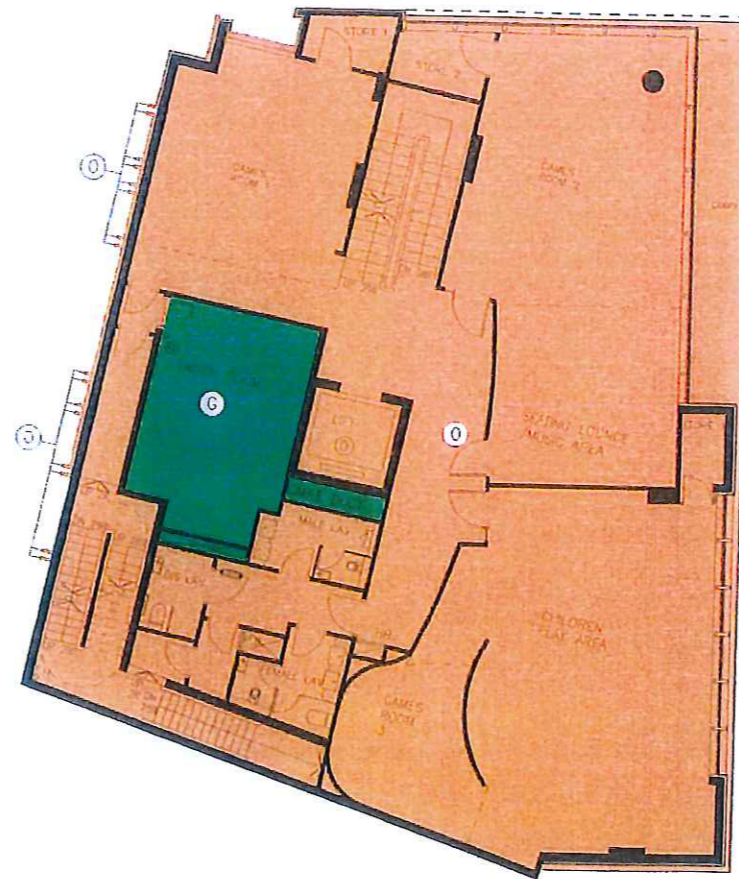
RECREATIONAL FACILITIES BUILDING  
ROOF PLAN



RECREATIONAL FACILITIES BUILDING  
G/F PLAN



RECREATIONAL FACILITIES BUILDING  
PART PLAN AT LEVEL 16.80



RECREATIONAL FACILITIES BUILDING  
1/F PLAN

- LEGEND :**
- DEVELOPMENT COMMON AREAS
  - RESIDENTIAL COMMON AREAS
  - CARPARK COMMON AREAS

B.D. REFERENCE NUMBER:

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PROJECT  
PROPOSED RESIDENTIAL  
DEVELOPMENT AT THE  
REMAINING PORTION OF  
LOT NO. 419 II, D.D. 127,  
TAI TAO TSUEN, YUEN LONG, N.T.

TITLE  
RECREATIONAL FACILITIES  
PLANS

*(Handwritten Signature)*  
TANG Kwok Wai Owen, F.R.A., RIBA  
Registered Architect, Authorized Person

I HEREBY CERTIFY THE ACCURACY  
OF THE COMMON AREAS SHOWN  
ON THIS PLAN.

INDICATIVE FOR  
IDENTIFICATION  
PURPOSE ONLY

DATE	05/2012	SCALE	1:200
DRAWN BY		CHECKED BY	
DESIGNED BY		REVIEWED BY	
JOB NO.	336-30	DRAWING NO.	DV-14
REV. NO.			

Dated the 14th day of April 2014.

**FORTUNE KINGDOM DEVELOPMENT LIMITED**

and

**URBAN PROPERTY MANAGEMENT LIMITED**

and

\*\*\*\*\*

**DEED OF MUTUAL COVENANT INCORPORATING  
MANAGEMENT AGREEMENT**

**OF**

**THE REMAINING PORTION OF LOT NO.419 IN  
DEMARCATON DISTRICT NO. 127**

\*\*\*\*\*

KAO, LEE & YIP  
SOLICITORS & NOTARIES  
17TH FLOOR, GLOUCESTER TOWER  
THE LANDMARK, CENTRAL  
HONG KONG SAR.

Y/BY/80118/JWL/ew(CV)