

DATED the 30th day of JUNE 2010

BRIGHT GOLD LIMITED

AND

UNION ROADWAY LIMITED

AND

WELL BORN REAL ESTATE MANAGEMENT LIMITED

I, the undersigned hereby certify that this is a true and complete photostatic copy of the original (or a properly certified true copy of the original).
Dated the

a Solicitor of the High Court of the Hong Kong Special Administrative Region
FAIRBAIRN CATLEY LOW & KONG

DEED OF MUTUAL COVENANT incorporating
a MANAGEMENT AGREEMENT
in respect of
SHA TIN TOWN LOT NO.539



註冊摘要編號 Memorial No.:

10070900250186

本文書於2010年7月9日在土地註冊處
以上述註冊摘要編號註冊。

This instrument was registered in the
Land Registry by the above Memorial
No. on 09 July 2010.

Chip Siu Fan
土地註冊處處長
Land Registrar

FAIRBAIRN CATLEY LOW & KONG
SOLICITORS & NOTARIES,
23RD FLOOR, SHUI ON CENTRE,
6-8 HARBOUR ROAD, WANCHAI,
HONG KONG
FILE NO:148325/07/CC
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註冊摘要編號 M/N: 10070900250186 DOC

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THIS DEED OF MUTUAL COVENANT incorporating a MANAGEMENT AGREEMENT is made the 30th day of June 2010

BETWEEN :-

- (1) BRIGHT GOLD LIMITED (宇金有限公司) whose registered office is situate at 72-76th Floors, Two International Finance Centre, 8 Finance Street, Central, Hong Kong ("the First Owner" which expression shall where the context so admits include its successors and assigns),
- (2) UNION ROADWAY LIMITED (路域有限公司) whose registered office is situate at 72-76th Floors, Two International Finance Centre, 8 Finance Street, Central, Hong Kong ("the First Assignee" which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns), and
- (3) WELL BORN REAL ESTATE MANAGEMENT LIMITED (偉邦物業管理有限公司) whose registered office is situate at 72-76th Floors, Two International Finance Centre, 8 Finance Street, Central, Hong Kong ("the Manager" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein).

WHEREAS :-

- (1) Immediately prior to the Assignment to the First Assignee hereinafter referred to, the First Owner was the registered owner and in possession of the Lot which is held under the Government Grant subject to the Deed of Grant.
- (2) The First Owner has developed the Lot in accordance with the Government Grant and the Building Plans.
- (3) For the purposes of sale, the Lot and the Estate have been notionally divided into 29,000 equal Undivided Shares which have been allocated as provided in the First Schedule hereto.
- (4) Pursuant to clause 5(a) of a Confirmatory Deed (which forms part of the Deed of Grant hereinafter defined) dated 18th November 2009 and registered in the Land Registry by Memorial No. 09112700430092 made between the First Owner of the one part and Union Medical Centre Limited (being the Dominant Landowner for the time being of the Adjoining Land as hereinafter defined) of the other part, the First Owner covenanted to assign the Retained Access Roadway (as hereinafter defined) to a wholly owned subsidiary of the said Union Medical Centre Limited immediately before the execution of this Deed, which the First Owner has duly done.
- (5) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Estate and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Estate.

- (6) The Director of Lands has approved the terms of this Deed in accordance with Special Condition No.(20)(a) of the Government Grant.

NOW THIS DEED WITNESSES as follows :-

SECTION I

DEFINITION AND INTERPRETATION

1. In this Deed (including the recital), the following expressions shall have the following meanings except where the context otherwise requires :-

"Access Roadway" shall have the meaning defined in the Deed of Grant and is for identification purpose only shown and coloured red on the plans marked Drawing Nos.SA-03 and SA-05 hereto annexed, which said plans are certified by or on behalf of the Authorized Person as to their accuracy.

"Adjoining Land" shall have the meaning defined in Special Condition No.(5)(a)(iii) of the Government Grant.

"Approved Car Park Layout Plan" means the approved car park layout plan(s) deposited with the Director of Lands pursuant to Special Condition No.(25) of the Government Grant prior to the date hereof and includes any amendments thereto as may from time to time be approved by the Director of Lands.

"Authorized Person" means Mr. Simon S.M. Kwan of Simon Kwan & Associates Limited which expression shall include any other authorized person or persons for the time being appointed by the First Owner in place of the said Mr. Simon S.M. Kwan.

"Blocks" means the 2 blocks of multi-storey buildings for residential purposes in the Residential Development and in the singular means one of the Blocks.

"Block Common Areas" means those parts of the Estate intended for the common use and benefit of all the Block Residential Units as a whole and subject to the provisions of this Deed to be used and enjoyed by the Owner and Occupier of each Block Residential Unit in common with the Owners and Occupiers of all other Block Residential Units which said parts include but not limited to :-

- (a) all external walls of the Blocks (excluding windows, window frames and glass panes of Block Residential Units);
- (b) all those areas (insofar as they are capable of being identified on plans) for identification purpose only shown and coloured indigo and indigo crossed black respectively on the plans marked Drawing Nos. SA-06, SA-08, SA-09, SA-10, SA-11, SA-12 and SA-13 hereto annexed, which said plans are certified by or on behalf of the Authorized Person as to their accuracy; and
- (c) any area or part or parts of the Estate as are now or may from time to time be designated by the First Owner as Block Common Areas in accordance with Clause 10(e) of this Deed.

This definition of "Block Common Areas" shall where appropriate include reference to the relevant "common parts" as defined in the Building Management Ordinance (Cap.344). For

the avoidance of doubt, the Retained Access Roadway does not form part of the Block Common Areas.

"Block Common Areas and Facilities" means collectively the Block Common Areas and the Block Common Facilities.

"Block Common Facilities" means all those facilities intended for the common use and benefit of all the Block Residential Units as a whole and subject to the provisions of this Deed to be used by the Owner and Occupier of each Block Residential Unit in common with the Owners and Occupiers of all other Block Residential Units and includes but not limited to all wires, cables, ducts, pipes, drains, fire preventing and fighting equipment and installation, lifts and all relevant installation and apparatus, and all mechanical and electrical installations and equipment exclusively for the Blocks and such additional devices and facilities of the Estate as may at any time be designated as Block Common Facilities by the First Owner in accordance with Clause 10(e) of this Deed.

"Block Management Budget" means the budget to be prepared for the Blocks more particularly described in Clause 16(a)(ii) hereof.

"Block Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Blocks as a whole (excluding the Block Residential Units) and in particular the Block Common Areas and Facilities.

"Block Residential Unit" means a Unit situated in the Blocks intended for residential use in accordance with the Building Plans and the Occupation Permit.

"Brown Area" shall have the meaning defined in Special Condition No.(6)(a) of the Government Grant and is for reference only shown on the plan marked Drawing No.SA-01 hereto annexed and coloured brown thereon, which said plan is certified by or on behalf of the Authorized Person as to its accuracy;

"Building Plans" means the general building plans and specifications in respect of the Estate approved by the Building Authority under Ref. No. BD 2/9015/03 and include any approved amendments thereto.

"Car Park" means such parts of Level 1, Level 2 and Level 3 of the Estate for the access and parking of private cars, motor vehicles and motor cycles (and for the avoidance of doubt, include the Parking Spaces, Visitors' Parking Spaces, Loading and Unloading Spaces and the Car Park Common Areas and Facilities).

"Car Park Common Areas" means those parts of the Estate intended for the common use and benefit of all the Parking Spaces as a whole and subject to the provisions of this Deed to be used and enjoyed by the Owner and Occupier of each Parking Space in common with the Owners and Occupiers of all other Parking Spaces which said parts include but not limited to :-

- (a) all those areas (insofar as they are capable of being identified on plans) for identification purpose only shown and coloured pink on the plans marked Drawing Nos. SA-01, SA-02, SA-03, SA-04 and SA-05 hereto annexed, which said plans are certified by or on behalf of the Authorized Person as to their accuracy; and
- (b) any area or part or parts of the Estate as are now or may from time to time be designated by the First Owner as Car Park Common Areas in accordance with Clause 10(e) of this Deed.

This definition of "Car Park Common Areas" shall where appropriate include reference to the relevant "common parts" as defined in the Building Management Ordinance (Cap.344). For the avoidance of doubt, the Retained Access Roadway does not form part of the Car Park Common Areas.

"Car Park Common Areas and Facilities" means collectively the Car Park Common Areas and the Car Park Common Facilities.

"Car Park Common Facilities" means all those facilities intended for the common use and benefit of all the Parking Spaces as a whole and subject to the provisions of this Deed to be used by the Owner and Occupier of each Parking Space in common with the Owners and Occupiers of all other Parking Spaces and includes but not limited to all wires, cables, ducts, pipes, drains, fire preventing and fighting equipment and installation, and all mechanical and electrical installations and equipment exclusively for the Car Park and such additional devices and facilities of the Estate as may at any time be designated as Car Park Common Facilities by the First Owner in accordance with Clause 10(e) of this Deed.

"Car Park Management Budget" means the budget to be prepared for the Car Park more particularly described in Clause 16(a)(v) hereof.

"Car Park Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Car Park as a whole (excluding the Parking Spaces) and in particular the Car Park Common Areas and Facilities.

"Certificate of Compliance" means the certificate or letter issued by the Director of Lands to the effect that all the positive obligations of the First Owner under the Government Grant in relation to the Lot have been fulfilled to his satisfaction.

"Common Areas" means collectively the Estate Common Areas, the Block Common Areas, the House Common Areas, the Residential Common Areas, and the Car Park Common Areas.

"Common Areas and Facilities" means collectively the Common Areas and the Common Facilities.

"Common Facilities" means collectively the Estate Common Facilities, the Block Common Facilities, the House Common Facilities, the Residential Common Facilities, and the Car Park Common Facilities.

"Consent to Assign" means the letter from the Director of Lands granting consent pursuant to the Government Grant to the First Owner to assign Undivided Shares together with the exclusive right to hold, use, occupy or enjoy a part or parts of the Estate before the issuance of the Certificate of Compliance.

"Dominant Landowner" means Union Medical Centre Limited (and its successors and assigns) and the owner(s) for the time being of the Adjoining Land.

"Deed of Grant" means the Deed of Grant and Covenant dated 23rd November 2004 and registered in the Land Registry by Memorial No. ST1392790 as supplemented by a Confirmatory Deed dated 18th November 2009 and registered in the Land Registry by Memorial No. 09112700430092 and shall include any subsequent variations or modifications thereto or renewals thereof.

"Estate" means the whole of the development on the Lot comprising, inter alia, the Residential Development, the Car Park, the Retained Access Roadway and the Estate Common Areas and Facilities erected on the Lot in accordance with the Building Plans

known as "Hill Paramount (名家匯)". For the avoidance of doubt, the Estate does not include the System as it serves the Adjoining Land exclusively.

"Estate Common Areas" means those parts of the Estate intended for the common use and benefit of the Residential Units, the Parking Spaces and the Retained Access Roadway as a whole and not just any particular part thereof and subject to the provisions of this Deed to be used and enjoyed by each Owner and Occupier in common with all other Owners and Occupiers of the Estate which said parts include but not limited to :-

- (a) the foundations, columns, beams and all other structural supports and elements;
- (b) all external walls of Level 1, Level 2, Level 3 and Level 4 of the Estate;
- (c) all those areas for installation or use of aerial broadcast distribution or telecommunications network facilities;
- (d) all those areas (insofar as they are capable of being identified on plans) for identification purpose only shown and coloured green on the plans marked Drawing Nos. SA-01, SA-02, SA-03, SA-04, SA-05 and SA-06 hereto annexed, which said plans are certified by or on behalf of the Authorized Person as to their accuracy; and
- (e) any area or part or parts of the Estate as are now or may from time to time be designated by the First Owner as Estate Common Areas in accordance with Clause 10(e) of this Deed.

This definition of "Estate Common Areas" shall where appropriate include reference to the relevant "common parts" as defined in the Building Management Ordinance (Cap.344). For the avoidance doubt, the Retained Access Roadway does not form part of the Estate Common Areas.

"Estate Common Areas and Facilities" means collectively the Estate Common Areas and the Estate Common Facilities.

"Estate Common Facilities" means all those facilities intended for the common use and benefit of the Estate as a whole and not just any particular part thereof and subject to the provisions of this Deed to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate and includes but not limited to the communal aerial, all signal receivers and transmitters, fire preventing and fighting equipment and installation, lifts and all relevant installation and apparatus, sewers, drains, storm water drains, water courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, plant and machinery and other like installations, facilities or services and such additional devices and facilities of the Estate as may at any time be designated as Estate Common Facilities by the First Owner in accordance with Clause 10(e) of this Deed. For the avoidance of doubt, Estate Common Facilities do not include the System but include facilities (if any) that serve both the Estate as a whole and the Adjoining Land.

"Estate Management Budget" means the budget to be prepared for the Estate more particularly described in Clause 16(a)(i) hereof.

"Estate Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Estate as a whole and in particular the Estate Common Areas and Facilities excluding the Block Management Expenses, the House Management Expenses, the Residential Management Expenses and the Car Park Management Expenses as provided herein.

"Estate Rules" means any rules and regulations as the Manager may make from time to time in accordance with the provisions of this Deed for the proper or more efficient management of the Estate.

"First Assignee's Unit" means all those 20/29,000th Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy All That the Retained Access Roadway subject to the Government Grant, the Deed of Grant and this Deed.

"Government" means the Government of the Hong Kong Special Administrative Region.

"Government Grant" means the documents of title setting forth the rights and entitlements granted by the Government to the First Owner in respect of the Lot, namely certain Particulars and Conditions of Exchange dated 23rd November 2004 made between the Government and the First Owner and deposited and registered in the Land Registry as New Grant No. 13196 under which the First Owner is entitled to a Government lease for a term of 50 years commencing from 23rd November 2004 as varied or modified by a Modification Letter dated 28th April 2008 and registered in the Land Registry by Memorial No.08050200170019 and shall include any subsequent extensions or variations, modifications thereto or renewals thereof.

"Houses" means the 4 triplex units for residential purposes in the Residential Development and in the singular means one of the triplex units.

"House Common Areas" means those parts of the Estate intended for the common use and benefit of all the House Residential Units as a whole and subject to the provisions of this Deed to be used and enjoyed by the Owner and Occupier of each House Residential Unit in common with the Owners and Occupiers of all other House Residential Units which said parts include but not limited to :-

- (a) all those areas (insofar as they are capable of being identified on plans) for identification purpose only shown and coloured orange on the plans marked Drawing Nos. SA-05 and SA-06, hereto annexed. which said plans are certified by or on behalf of the Authorized Person as to their accuracy; and
- (b) any area or part or parts of the Estate as are now or may from time to time be designated by the First Owner as House Common Areas in accordance with Clause 10(e) of this Deed.

This definition of "House Common Areas" shall where appropriate include reference to the relevant "common parts" as defined in the Building Management Ordinance (Cap.344). For the avoidance of doubt, the Retained Access Roadway and the external walls of the Houses do not form part of the House Common Areas.

"House Common Areas and Facilities" means collectively the House Common Areas and the House Common Facilities.

"House Common Facilities" means all those facilities intended for the common use and benefit of all the House Residential Units as a whole and subject to the provisions of this Deed to be used by the Owner and Occupier of each House Residential Unit in common with the Owners and Occupiers of all other House Residential Units and includes but not limited to all wires, cables, ducts, pipes, drains, fire preventing and fighting equipment and installation and all mechanical and electrical installations and equipment exclusively for the Houses and such additional devices and facilities of the Estate as may at any time be designated as House Common Facilities by the First Owner in accordance with Clause 10(e) of this Deed.

"House Management Budget" means the budget to be prepared for the Houses more particularly described in Clause 16(a)(iii) hereof.

"House Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Houses as a whole (excluding the House Residential Units) and in particular the House Common Areas and Facilities.

"House Residential Unit" means a House intended for residential use in accordance with the Building Plans and the Occupation Permit.

"Loading and Unloading Spaces" means all those 2 spaces on Level 1 of the Estate provided in accordance with Special Condition No.(23)(d) of the Government Grant and the Approved Car Park Layout Plan for the loading and unloading of goods vehicles in connection with the Blocks and the Houses which said spaces for identification purpose only are shown and coloured yellow and marked L1 and L2 on the plan marked Drawing No. SA-01 hereto annexed, which said plan is certified by or on behalf of the Authorized Person as to its accuracy;

"Lot" means all that piece or parcel of ground registered in the Land Registry as SHA TIN TOWN LOT NO.539.

"maintain" means to repair, uphold, support, rebuild, renew, overhaul, pave, purge, scour, cleanse, empty, amend, keep, tend, replace and decorate or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and "maintenance" shall be construed accordingly.

"Maintenance Manual for Slopes and Retaining Walls" means the slope maintenance manual(s) of the Slopes and Retaining Walls prepared in accordance with the Slope Maintenance Guidelines.

"Maintenance Manual for Works and Installations" means the maintenance manual for the Works and Installations issued by the First Owner for the reference of and to assist the Owners and the Manager in the regular maintenance of all major Works and Installations in the Estate and shall include any subsequent revisions thereof as may be decided by resolutions of the Owners at an Owners' Meeting convened under this Deed from time to time.

"management" means all duties and obligations to be performed and observed by the Manager in relation to the Estate pursuant to the Government Grant and the Deed of Covenant or as herein or in any Sub-Deed provided.

"Management Budgets" means collectively the Estate Management Budget, the Block Management Budget, the House Management Budget, the Residential Management Budget and the Car Park Management Budget and "Management Budget" shall be construed accordingly.

"Management Charges" means collectively the Management Expenses and the Manager's Fee.

"Management Expenses" means collectively the Estate Management Expenses, the Block Management Expenses, the House Management Expenses, the Residential Management Expenses and the Car Park Management Expenses.

"Management Funds" means the monthly contribution by the Owners and all monies received or held by the Manager pursuant to this Deed and any Sub-Deed for the daily management of the Estate other than the Special Fund.

"Management Units" means the units which are allocated to the Units for the purpose of determining the amount of contribution towards the Management Charges as set out in the Second Schedule hereto.

"Manager" means the Manager or any other manager for the time being appointed as manager of the Lot and the Estate pursuant to the provisions of this Deed and any Sub-Deed and in the absence of any such appointment, the Owners' Committee shall act as the Manager.

"Manager's Fee" means the remuneration of the Manager as hereinafter and in any Sub-Deed provided.

"Motorcycle Parking Spaces" means all those spaces on Level 1 of the Estate provided in accordance with Special Condition No.(23)(b) of the Government Grant and the Approved Car Park Layout Plan for the parking of motorcycles licensed under the Road Traffic Ordinance and belonging to the Owners and Occupiers of the Estate and their bona fide guests, visitors or invitees which said spaces are shown and marked Nos.M01 to M21 on the Level 1 Plan of the Approved Car Park Layout Plan.

"Occupation Permit" means a temporary or permanent occupation permit issued by the Building Authority in respect of the Estate or any part or parts thereof.

"Occupier" means any person occupying or using a Unit with the consent, express or implied, of an Owner who owns the Unit, including without prejudice to the generality thereof any tenant, any member of the Owner's or tenant's or licensee's family and any of the Owner's or tenant's or licensee's servants and licensees.

"Owner" means and includes each person in whom for the time being any Undivided Share is vested and is registered as such under the Land Registration Ordinance and every joint tenant or tenant in common of any such Undivided Share and where any such Undivided Share has been assigned or charged by way of mortgage or charge the word Owner shall include the registered mortgagee or chargee in possession of such Undivided Share PROVIDED THAT, subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such Undivided Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the registered mortgagee or chargee is in possession of such Undivided Share.

"Owners' Committee" means a committee of the Owners of the Estate established under the provisions of this Deed and, where an Owners' Incorporation has been formed, the management committee of the Owners' Incorporation.

"Owners' Incorporation" means the owners' incorporation of the Estate formed in accordance with the provisions of the Building Management Ordinance (Cap. 344).

"Parking Spaces" means collectively the Residential Parking Spaces and the Motorcycle Parking Spaces.

"Recreational Areas and Facilities" means and includes the club house and the sports, recreational and landscaped areas and facilities on Level 3 and Level 4 of the Estate which form part of the Residential Common Areas and Facilities for use by the Owners and Occupiers of the Residential Units and their bona fide visitors.

"Residential Common Areas" means those parts of the Estate intended for the common use and benefit of all the Residential Units as a whole and subject to the provisions of this Deed to be used and enjoyed by the Owner and Occupier of each Residential Unit in common

with the Owners and Occupiers of all other Residential Units which said parts include but not limited to :-

- (a) all those areas (insofar as they are capable of being identified on plans) for identification purpose only shown and coloured yellow and yellow crossed black respectively on the plans marked Drawing Nos. SA-01, SA-02, SA-03, SA-04, SA-05 and SA-06 hereto annexed; which said plans are certified by or on behalf of the Authorized Person as to their accuracy, and for the avoidance of doubt include the Visitors' Parking Spaces, the Loading and Unloading Spaces, the Recreational Areas and Facilities, the owners' committee office at Level 1 of the Estate, the caretakers quarter and associated lavatories at Level 2 of the Estate, the logistic room at Level 1 of the Estate, the wider common corridors, the refuse collection chamber; and
- (b) any area or part or parts of the Estate as are now or may from time to time be designated by the First Owner as Residential Common Areas in accordance with Clause 10(e) of this Deed.

This definition of "Residential Common Areas" shall where appropriate include reference to the relevant "common parts" as defined in the Building Management Ordinance (Cap.344). For the avoidance of doubt, the Retained Access Roadway does not form part of the Residential Common Areas.

"Residential Common Areas and Facilities" means collectively the Residential Common Areas and the Residential Common Facilities.

"Residential Common Facilities" means all those facilities intended for the common use and benefit of all the Residential Units as a whole and subject to the provisions of this Deed to be used by the Owner and Occupier of each Residential Unit in common with the Owners and Occupiers of all other Residential Units and includes but not limited to all wires, cables, ducts, pipes, drains, fire preventing and fighting equipment and installation, lifts and all relevant installation and apparatus, the sports and recreational facilities in the Recreational Areas and Facilities and all mechanical and electrical installations and equipment exclusively for the Residential Development (but not exclusively for the Houses, or exclusively for the Blocks) and such additional devices and facilities of the Estate as may at any time be designated as Residential Common Facilities by the First Owner in accordance with Clause 10(e) of this Deed.

"Residential Development" means the Block Residential Units, the House Residential Units, the Block Common Areas and Facilities, the House Common Areas and Facilities and the Residential Common Areas and Facilities.

"Residential Management Budget" means the budget to be prepared for the Residential Development more particularly described in Clause 16(a)(iv) hereof.

"Residential Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance the Residential Common Areas and Facilities.

"Residential Parking Spaces" means all those spaces on Level 1, Level 2 and Level 3 of the Estate provided in accordance with Special Condition No.(23)(a) of the Government Grant and the Approved Car Park Layout Plan for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the Owners and Occupiers of the Residential Units and their bona fide guests, visitors or invitees which said spaces are shown and marked Nos.101 to 167 on the Level 1 Plan, Nos.201 to 276 on the Level 2 Plan and Nos.301 to 351 on the Level 3 Plan of the Approved Car Park Layout Plan.

"Residential Unit" means a Block Residential Unit or a House Residential Unit.

"Retained Access Roadway" means the Access Roadway to which Undivided Shares are allocated but subject to the Government Grant, the Deed of Grant and this Deed. For the avoidance of doubt, the Retained Access Roadway shall exclude any Common Facilities located within, in, above, under, along, by and through the Retained Access Roadway.

"Slope Maintenance Guidelines" means the guidelines known as "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended from time to time).

"Slopes and Retaining Walls" means such slopes, slope treatment works, retaining walls and/or other structures (if any) within or outside the Lot for identification purpose only shown and coloured grey on the plan marked Drawing No.SA-14 hereto annexed, which said plan is certified by or on behalf of the Authorized Person as to its accuracy, the maintenance of which is the liability of the Owners under the provisions of the Government Grant or this Deed.

"Special Funds" means funds to be established and kept by the Manager in accordance with Clause 21 of this Deed and in the singular means one of the Special Funds.

"Sub-Deed" means a Sub-Deed of Mutual Covenant in respect of any part of the Estate remaining in the ownership of the First Owner to be entered into between the First Owner and another co-owner or owners thereof.

"System" shall have the meaning defined in the Deed of Grant.

"U-channel" means the "675 U-channel" located outside the Lot and is for identification purpose shown coloured violet on the plan marked Drawing No.SA-15 annexed hereto, which said plan is certified by or on behalf of the Authorized Person as to its accuracy. The U-channel is constructed by the First Owner on adjoining Government land with the consent and approval of the Government for the purpose of serving the Estate.

"Undivided Shares" means those equal undivided parts or shares of and in the Lot and of and in the Estate allocated in accordance with the provisions of this Deed or in accordance with any Sub-Deed.

"Unit" means a Residential Unit, a Parking Space or the Retained Access Roadway or a part of the Estate of which the full and exclusive right and privilege to the use occupation and enjoyment has been or is intended to be assigned to or retained by an Owner 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. For the avoidance of doubt, a Unit includes the Retained Access Roadway.

"Visitors' Parking Spaces" means all those 10 spaces on Level 3 of the Estate provided in accordance with Special Condition No.(23)(a)(iii) of the Government Grant and the Approved Car Park Layout Plan for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the bona fide guests, visitors or invitees of the Owners and Occupiers of the Residential Units which said spaces for identification purpose only are shown and coloured yellow and marked V1 to V10 on the plan marked Drawing No. SA-03 hereto annexed, which said plan is certified by or on behalf of the Authorized Person as to its accuracy.

"Works and Installations" means all major works and installations in the Estate which will require regular maintenance on a recurrent basis compiled by the First Owner for the reference of Owners and the Manager and are listed in the Third Schedule hereto and shall

include any subsequent revisions thereof as may be decided by resolutions of Owners at an Owners' Meeting convened under this Deed from time to time.

2. In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter gender and words importing persons shall include corporations and vice versa and references to Clauses, Sub-clauses and Schedules shall be references to clauses, sub-clauses and schedules of this Deed.

SECTION II

RIGHTS AND OBLIGATIONS OF OWNERS

3. The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed, any Sub-Deed and subject to the Deed of Grant have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Lot and the Estate together with the appurtenances thereto and the entire rents and profits thereof **SAVE AND EXCEPT** the First Assignee's Unit assigned to the First Assignee as aforesaid and the Common Areas and Facilities and **SUBJECT TO** the rights and privileges granted to the First Assignee by the said Assignment.
4. The First Assignee shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed, any Sub-Deed and subject to the Deed of Grant have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the First Assignee's Unit assigned to the First Assignee by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.
5. Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy a Unit or any part of the Estate and to receive rents and profits therefrom shall be held by the Owner or Owners from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the Fourth Schedule hereto and the express covenants and provisions herein contained.
6. The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the Fifth Schedule hereto so far as the same relate to such Undivided Share held by him or them.
7. Subject to the Government Grant, the Deed of Grant and this Deed, every Owner 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, charge, lease, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such Unit or part or parts of the Estate which may be held therewith **PROVIDED THAT** any such sale, assignment, mortgage, charge, lease or licence shall be made expressly subject to and with the benefit of this Deed, any Sub-Deed and subject to the Deed of Grant.

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8. (a) The right to the exclusive use, occupation and enjoyment of any Unit or part of the Lot and the Estate shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause shall, subject to the Government Grant, not extend to leases or tenancies in respect of any Unit or part of the Lot and the Estate the terms of which (including any renewals thereof) shall not exceed ten (10) years.
- (b) The right to the exclusive use, occupation and enjoyment of a flat roof or roof, if any, shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which the flat roof or roof is held.
- (c) No Owner of a Parking Space shall :-
- (i) assign his Parking Space except:
- (1) together with the Undivided Shares of a Residential Unit; or
- (2) to a person who is already the owner of Undivided Shares of a Residential Unit; or
- (ii) underlet his Parking Space except to a resident of a Residential Unit

PROVIDED THAT in any event not more than a total of 3 Parking Spaces shall be assigned to the Owner or underlet to the resident of any one Residential Unit.

9. (a) Every Owner and Occupier shall have the full right and liberty for himself, his agents, invitees and visitors (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of their Units.
- (b) The Owner and Occupier of any Residential Unit shall have the full right and liberty for himself, his agents, invitees and visitors (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of their Residential Units.
- (c) The Owner and Occupier of any Block Residential Unit shall have the full right and liberty for himself, his agents, invitees and visitors (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Block Common Areas and Facilities for all purposes connected with the proper use and enjoyment of their Block Residential Units.
- (d) The Owner and Occupier of any House Residential Unit shall have the full right and liberty for himself, his agents, invitees and visitors (in common with the Manager and others having like rights) to go pass and repass over and along and to use the House Common Areas and Facilities for all purposes connected with the proper use and enjoyment of their House Residential Units.
- (e) Every Owner and user of any Parking Spaces shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use such of the Car Park Common

Areas and Facilities as may be necessary for all purposes connected with the proper use and enjoyment of their Parking Spaces.

- (f) The right and liberty set out in Sub-clauses (a) to (e) above shall be subject to the provisions of this Deed and the Deed of Grant, the rights of the Manager and the Estate Rules relating thereto.
- (g) Subject to compliance of Sub-clause (e) of Clause 17 of this Deed, the Owners of the Parking Spaces shall allow the Owners together with their tenants, servants, agents, invitees and licensees to go pass and repass over and along the Car Park Common Areas for the proper use of the Visitors' Parking Spaces and Loading and Unloading Spaces.

SECTION III

ADDITIONAL RIGHTS OF THE FIRST OWNER

10. Each and every Owner covenants with the First Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Lot and the Estate and any interest therein that the First Owner shall for as long as it remains the beneficial owner of any Undivided Share (and in addition to any other rights which it may have reserved under the said Assignment to the First Assignee or otherwise) have the right, in its absolute and unfettered discretion 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 and (where appropriate) granted and conferred upon the First Owner:-
- (a) The exclusive and unrestricted right to apply to, negotiate and agree with the Government to amend, vary or modify the Government Grant (including any plans annexed thereto) or any conditions thereof or to procure a licence or easement from the Government or any other person for installing on government land pipes, sewers, subways or other facilities whether serving exclusively the Lot and/or the Estate or any part thereof or otherwise in such manner as the First Owner may deem fit without the concurrence or approval of any Owner and to execute any modification letter, no-objection letter, deed of variation or any other modification documents, lease, licence, easement in connection therewith in the name of the First Owner alone without the necessity of joining in any other Owners and any such amendment or variation or modification or lease or licence or easement shall be binding on the Owners Provided that :-
 - (i) any premium and/or administrative fee as may be required for such variation(s) or modification(s) shall be borne by the First Owner absolutely;
 - (ii) such variation(s) or modification(s) shall not adversely affect or prejudice the exclusive use occupation and enjoyment of the Units of other Owners and/or the use and enjoyment of other Owners of the Common Areas and Facilities and/or impede the access of the other Owners to and from their Units; and

- (iii) such variation(s) or modification(s) shall first be approved by resolution of the Owners at an Owners' meeting convened under this Deed.

Subject to compliance of this Clause, no such variation or modification shall give to the Owners any right of action against the First Owner.

- (b) The exclusive and unrestricted right to change, amend, vary, add to or alter the Building Plans (in as far as such change, amendment, variation, addition or alteration relates to those Units still owned by the First Owner) including but not limited to changing, amending, varying, adding or altering the user, number of Units, internal partitioning or the layout and all the amenities and facilities therein from time to time without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Lands or other Government authorities pursuant to the Government Grant or other applicable legislation Provided that :-
 - (i) any administrative fee and/or approval fee as may be required for such change, amendment, variation, addition or alteration shall be borne by the First Owner;
 - (ii) any such change, amendment, variation, addition or alteration, and the works necessitated thereby shall not adversely affect or interfere with the Owner's right to the exclusive use occupation and enjoyment of their Units and/or the access to and from such Units and/or the use and enjoyment by any Owner of the Common Areas and Facilities; and
 - (iii) the works aforesaid shall be carried out and completed with due diligence in accordance with or in compliance of the provisions of the Government Grant and all relevant Ordinances and Regulations and without negligence or delay.
- (c) The right without the necessity of making any Owner entitled to the exclusive use, occupation and enjoyment of any Unit outside the part or parts of the Lot or the Estate in question a party thereto, to enter into one or more Sub-deeds, in respect of any part or parts of the Estate for the purpose of making further provisions for the management maintenance and servicing in respect of that part or parts of the Lot or the Estate (other than Units that have already been assigned by the First Owner) and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof PROVIDED THAT :
 - (i) such Sub-Deed(s) shall be subject to the prior written approval of the Director of Lands (who may waive the requirements of such approval);
 - (ii) the provisions of the Sub-Deed(s) shall not conflict with the provisions of this Deed; and
 - (iii) the rights, interests or obligations of the other Owners bound by this Deed or any other previous Sub-Deed(s) shall not be adversely affected.
- (d) The exclusive right to change the name of the Estate or any part thereof and subsequently to further change the same at any time and from time to time

and the First Owner shall not be liable to any Owner or other person having an interest in the Estate for any damages, claims, costs or expenses resulting therefrom or in connection therewith Provided that

- (i) prior to any change of name of the Estate or any part thereof, the First Owner or its assigns shall exhibit or request the Manager to exhibit a notice in English and Chinese on the public notice board of the Estate for a period of not less than three months; and
 - (ii) the approval of the Owners' Committee or the Owners' Incorporation (if formed) has been given for any change of the name.
- (e) Subject to the prior approval by resolution of Owners at an Owners' meeting convened under this Deed, the right to designate and declare by deed any area or facilities or part or parts of the Estate the sole and exclusive right to hold, use, occupy and enjoy, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be additional Estate Common Areas and Facilities or Block Common Areas and Facilities or House Common Areas and Facilities or Residential Common Areas and Facilities or Car Park Common Areas and Facilities whereupon with effect from such designation and declaration such additional Estate Common Areas and Facilities or Block Common Areas and Facilities or House Common Areas and Facilities or Residential Common Areas and Facilities or Car Park Common Areas and Facilities (as the case may be) shall form part of the Estate Common Areas and Facilities or Block Common Areas and Facilities, or House Common Areas and Facilities or Residential Common Areas and Facilities or Car Park Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Estate Common Areas and Facilities or Block Common Areas and Facilities or House Common Areas and Facilities or Residential Common Areas and Facilities or Car Park Common Areas and Facilities (as the case may be) PROVIDED THAT such designation is for the benefit of all Owners of the Estate or the relevant part or parts thereof (as the case may be) generally and in making such designation and declaration the First Owner shall not unreasonably interfere with or affect an Owner's exclusive right to hold, use and occupy the Unit which such Owner owns.
- (f) The right to assign to the Manager the Undivided Shares relating to the Common Areas and Facilities or any part or parts thereof and areas or facilities so designated and declared by the First Owner under the preceding Sub-clause (e) of this Clause as additional Common Areas and Facilities free of cost or consideration to be held on trust for all the Owners subject to this Deed. The Manager shall hold such Undivided Shares as trustee for all Owners for the time being.
- (g) Full right and liberty to enter into and upon all parts of the Lot and the Estate (other than any part of the Estate that have already been assigned) from time to time with all necessary equipment, plant and materials for the purposes of constructing and completing the other parts of the Estate and/or of constructing such other buildings or structures thereon in accordance with the Building Plans and the Government Grant and/or of carrying out all or any works for implementation of the Building Plans (amended as provided in

Sub-clause (b) of this Clause 10) and may, for such purposes, carry out all such works in, under, on or over the Lot and the Estate (save and except that part as aforesaid) as it may from time to time see fit upon giving prior notice in writing to the Owners (save in case of emergency) PROVIDED THAT nothing herein shall absolve the First Owner from obtaining any Government approval which may be required for the same. The right of the First Owner to enter the Lot and the Estate as aforesaid to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner. The First Owner in pursuance of such works must from time to time issue in writing to the Owners prior instructions as to the areas or parts of the Lot and the Estate (save and except that part as aforesaid) that the Owners, their tenants, servants, agents or licensees may or may not use while such works are being carried out and the First Owner shall not incur any liability except for criminal liability, dishonesty or negligence of any nature whatsoever to any Owner by reason of such construction works PROVIDED THAT the exercise of such right shall not unreasonably interfere with an Owner's exclusive right to the physical use and occupation of the Unit which such Owner owns or unreasonably impede or restrict the access to and from any such Unit or unreasonably affect the Owner's rights to enjoy any part of the Common Areas and Facilities AND PROVIDED THAT the First Owner shall at its own expense make good any damage or loss that may be caused by or arise from such construction, demolition or other works or such right of entry and shall ensure that such works and such right of entry shall cause the least disturbance and shall indemnify all loss and damage resulting from the First Owner exercising the right under this Sub-clause (g).

- (h) At all times hereafter but subject to and with the benefit of the Government Grant, Deed of Grant and this Deed insofar as they relate thereto, the full and unrestricted right without interference by the Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares retained by the First Owner (other than the Undivided Shares in respect of the Common Areas and Facilities) and to assign, mortgage, charge, lease, license or franchise the full and exclusive right and privilege to hold, use, occupy and enjoy any such premises with the Estate held therewith PROVIDED THAT such dealings shall not contravene the terms and conditions of the Government Grant, the Deed of Grant and this Deed.
- (i) Subject to the prior approval by resolution of Owners at an Owners' meeting convened under this Deed, the right to affix, maintain, alter, repair, service, replace, renew and remove any one or more chimneys, flues, pipes, masts, conduits, plant, machinery, equipment, lightning conductors and lighting fixtures, systems for broadcast transmission and reception, including, without limitation, communal aerial broadcast and distribution systems, microwave distribution systems, aerials, dishes, antennae, transmitters, transponders, receivers, tuners and the ancillary equipment and connections thereto and other fixtures or structures of whatsoever kind on or within any part or parts of the Common Areas and Facilities and the right to enter into and upon any part of the Lot and the Estate (save and except, any of the Units unless the consent of the Owner(s) thereof has been obtained) with or without workmen and equipment at all reasonable times on giving prior reasonable written

notice (except in the case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do to any other person on such terms as the First Owner may deem fit PROVIDED ALWAYS THAT the exercise of any of such rights shall not unreasonably interfere with the exclusive use and occupation by other Owners or Occupiers of his Unit or unduly affect the enjoyment of his Unit and any consideration received therefor shall be credited to the relevant Special Fund in accordance with Clause 79 of this Deed AND PROVIDED FURTHER THAT the First Owner shall repair (at his own costs and expense) any damage so caused and shall be liable for the First Owner's negligent, wilful or criminal acts and the negligent, wilful or criminal acts of its employees and contractors.

- (j) Subject to the approval of the Owners' Committee or approved by resolution of Owners at an Owners' meeting convened under this Deed, the right and privilege to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by licence for the benefit of the Lot and the Estate.
- (k) The right to utilize in whole or in part the balance of the maximum plot ratio of the Lot for the time being permitted under the Buildings Ordinance or under the Government Grant or otherwise including any concessions or bonus which may be granted by the Building Authority or obtained as a result of modification of the Government Grant.
- (l) Subject to the approval of the Owners' Committee or approval by resolution of the Owners at an Owners' meeting convened under this Deed, the right and privilege to surrender or assign or dedicate or part with possession of any part or parts of the Lot and/or the Estate (other than the Units) which is required to be surrendered or assigned to the Government or dedicated for public use pursuant to the requirement under the Government Grant PROVIDED that any fee payable or any monetary compensation receivable in connection therewith shall be borne by or to the account of the Management Funds.

Unless otherwise stated any consideration received or receivable in the exercise by the First Owner of any of the rights and privileges reserved unto it under this Clause 10 shall be for the own use and benefit of the First Owner and may be on such terms and conditions as the First Owner may deem appropriate and unless otherwise stated any such rights and privileges may be exercised and enjoyed without the consent of or any other Owner or the necessity of joining any other Owner as parties to any documents. In addition, the First Owner shall have the right from time to time to confer grant or assign any of its rights in this Clause on or to any other person or permit the exercise of any such rights by any other person.

- 11. (a) The Owners hereby jointly and severally and irrevocably APPOINT the First Owner to be their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their acts and deeds deliver such deeds and to sign such

documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 10 with the full power of delegation and the Owners hereby further jointly and severally and irrevocably undertake to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.

- (b) Every assignment of a Unit shall include a covenant in substantially the following terms : "The Purchaser covenants with the Vendor for itself and as agent for Bright Gold Limited ("the Company" which expression shall include its successors assigns and attorneys) to the intent that such covenant shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the covenanting Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") and shall enure for the benefit of the Estate and be enforceable by the Company and its successors and assigns that :-
- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 10 (Section III) of the Deed of Mutual Covenant incorporating a Management Agreement dated the 30th day of June 2010 and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
 - (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
 - (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Company as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
 - (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the

purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained and this covenant (iv)

PROVIDED that upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii), (iii) and (iv) hereinbefore contained."

SECTION IV

MANAGER AND MANAGEMENT CHARGES

12. (a) Subject to the following Sub-clauses of this Clause, the parties hereto have agreed with the Manager for the Manager to undertake the management and maintenance of the Lot and the Estate for an initial term of two (2) years from the date of this Deed and to be continued thereafter Provided that nothing herein shall restrict or prohibit the termination of the appointment of the Manager or his resignation during such initial term or at any time thereafter in accordance with the provisions of the Building Management Ordinance (Cap.344).
- (b) During the said initial term of two years from the date of this Deed or at any time thereafter, the Manager's appointment may be terminated under the following circumstances :-
- (i) the Manager's appointment may be terminated by the Manager in accordance with Sub-clause (j) of this Clause; or
 - (ii) prior to the formation of the Owners' Incorporation, the Owners' Committee may, upon the passing of a resolution of the Owners of not less than 50% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) at a general meeting convened for the purpose, terminate by notice the appointment of the Manager without compensation; or
 - (iii) subject to Sub-clause (e) of this Clause, the Owners' Incorporation may, at a general meeting convened for the purpose, by a resolution passed by a majority of the votes of the Owners voting either personally or by proxy and supported by the Owners of not less than 50% of the Undivided Shares in aggregate terminate by notice the appointment of the Manager without compensation.
- (c) A resolution referred to in Sub-clauses (b)(ii) and (iii) of this Clause shall have effect only if
- (i) the notice of termination of appointment is in writing;
 - (ii) provision is made in the resolution for a period of not less than 3 months' notice, or, in lieu of notice, provision is made for an agreement to be made with the Manager for the payment to him of a

- sum equal to the amount of remuneration which would have accrued to him during that period;
- (iii) the notice is accompanied by a copy of the resolution terminating the Manager's appointment; and
 - (iv) the notice and the copy of the resolution is served upon the Manager not more than 14 days after the date of the meeting.
- (d) The notice and the copy of the resolution referred to in Sub-clause (c)(iv) of this Clause may be given
- (i) by delivering them personally to the Manager; or
 - (ii) by sending them by post to the Manager at his last known address.
- (e) For the purposes of Sub-clauses (b)(ii) and (iii) of this Clause :
- (i) only the Owners who pay or who are liable to pay the Management Expenses relating to those Undivided Shares shall be entitled to vote;
 - (ii) the reference in Sub-clauses (b)(ii) and (iii) of this Clause to "the Owners of not less than 50% of the Undivided Shares" 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.
- (f) If a contract for the appointment of a manager other than the Manager contains no provision for the termination of the manager's appointment, Sub-clauses (b) to (e) of this Clause apply to the termination of the manager's appointment as they apply to the termination of the Manager's appointment.
- (g) Sub-clause (f) of this Clause operates without prejudice to any other power there may be in a contract for the appointment of a manager other than the Manager to terminate the appointment of the manager.
- (h) If a notice to terminate a manager's appointment is given under this Clause :-
- (i) no appointment of a new manager shall take effect unless the appointment is approved by a resolution of the Owner's Committee (if any); and
 - (ii) if no such appointment is approved under Sub-clause (h)(i) of this Clause by the time the notice expires, the Owners' Incorporation may appoint another manager and, if it does so, the Owners' Incorporation shall have exclusive power to appoint any subsequent manager.
- (i) This Clause is subject to any notice relating to the Lot and the Estate that may be published by the Secretary for Home Affairs under section 34E(4) of the Building Management Ordinance (Cap.344) but does not apply to any single manager referred to in that section.
- (j) (i) No resignation of the Manager shall take effect unless he has previously given not less than 3 months' notice in writing of his intention to resign
- (1) by sending such a notice to the Owners' Committee; or
 - (2) where there is no Owners' Committee, by serving such a notice on each of the Owners and by displaying such a notice in a prominent place in the Estate.

- (ii) Service of a notice on an Owner under this Clause 12(j)(i)(2) may be effected :
 - (1) by delivering it personally to the Owner; or
 - (2) by sending it by post addressed to the Owner at his last known address; or
 - (3) by leaving the notice at the Owner's Unit or depositing the notice in his letter box for that Unit.
- (k) If the Manager's appointment ends for any reason, the Manager shall,
 - (i) as soon as practicable after his appointment ends, and in any event within 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 Lot and the Estate that is under his control or in his custody or possession, and that belongs to the Owners Committee (if any) or the Owners;
 - (ii) within 2 months of the date the Manager's appointment ends:-
 - (1) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which the Manager's appointment ends and ending on the date the Manager's appointment ended; and a balance sheet as at the date the Manager's appointment ends, and shall arrange for that account and balance sheet to be audited by a certified public 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 certified public accountant or other independent auditor as may be chosen by the Manager; and
 - (2) deliver to the Owners' Committee (if any) or the manager appointed in its place any books or records of account, papers, documents, plans and other records which are required for the purpose of Sub-clause (k)(ii)(1) of this Clause and have not been delivered under Sub-clause (k)(i) of this Clause.
- (l) Upon termination of the Manager's employment in whatever manner this may occur, a meeting of the Owners' Committee shall immediately be convened to appoint a manager to take its place and such meeting shall appoint a manager who shall on the expiry of the notice given by or, as the case may be, to the Manager be immediately thereupon and thenceforth become vested with all the powers and duties of the Manager hereunder and the Owners' Committee shall on behalf of the Owners enter into a Management Agreement with such new manager defining its rights duties and obligations. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Lot and the Estate be without a responsible duly appointed manager to manage the Estate after the date of this Deed.

- 13. The Manager shall consult (either generally or in any particular case) the Owners' Incorporation at a general meeting of the Owners' Incorporation and adopt the

approach decided by the Owners' Incorporation on the channels of communication among Owners on any business relating to the management of the Lot and the Estate.

14. (a) The Manager's Fee, being the remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual Management Expenses (excluding (i) the amount for the Manager's Fee; and (ii) any capital expenditure or expenditure drawn out of the Special Funds provided that by a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Funds may be included for calculating the Manager's Fee at the rate of 10% described above or at any lower rate as considered appropriate by the Owners) reasonably, necessarily and properly incurred in the good and efficient management of the Lot and the Estate. The Manager shall also be entitled to charge and be paid all disbursements and out-of-pocket expenses reasonably, necessarily and properly incurred in the course of carrying out its duties hereunder. The Owners shall pay to the Manager the Manager's Fee hereunder in advance on the first day (or such other day as the Manager may deem appropriate) of each calendar month. The percentage of total annual Management Expenses against which the Manager's Fee is calculated may be reviewed by a majority resolution passed at a meeting of the Owners convened under this Deed.
- (b) The Manager's Fee as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary, bonuses, compensation, severance payment and fees for any staff, facilities, accountancy services or other professional supervision for the Lot and the Estate and all disbursements and out of pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs and expenses shall form part of the Management Expenses and shall be a direct charge upon the Management Funds.
15. (a) Subject to Sub-clauses (c), (e), (f) and (h) below, the total amount of Management Charges payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Lot and the Estate shall be the total proposed expenditure during that year as specified by the Manager in accordance with Sub-clause (b) below. *year*
- (b) In respect of each financial year and to enable the Manager to determine the Management Charges payable by the respective Owners, the Manager shall :-
- (i) prepare 5 separate and independent draft annual Management Budgets under Clause 16 of this Deed setting out the estimated management expenditure of the Lot and the Estate during the financial year provided that the first draft annual Management Budgets shall be prepared by the Manager in accordance with Clause 35 hereof. All subsequent draft annual Management Budgets shall be prepared by the Manager at least 1 month prior to the commencement of the financial year and such subsequent draft annual Management Budgets (other than the first draft annual Management Budgets) shall be prepared in consultation with the Owners' Committee (if the same has been established pursuant to the provisions of this Deed);
- (ii) send a copy of each of the draft annual Management Budgets to the Owners' Committee or, where the Owners' Committee has not yet

been established pursuant to the provisions of this Deed, display a copy of each of the draft annual Management Budgets in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days;

- (iii) send or display, as the case may be, with the copy of the draft annual Management Budgets a notice inviting each Owner to send his comments on the draft annual Management Budgets to the Manager within a period of 14 days from the date the draft annual Management Budgets were sent or first displayed;
 - (iv) after the end of that period, prepare annual Management Budgets specifying the total estimated management expenditure during the financial year and for the purposes of the preparation of such annual Management Budgets, the Manager may alter any of the draft annual Management Budgets based on the suggestions made by the Owners' Committee or the Owners but shall not be obliged to do so;
 - (v) send a copy of each of the annual Management Budgets to the Owners' Committee or, where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, display a copy of each of the annual Management Budgets in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with Sub-clause (b) above before the start of that financial year, the total amount of the Management Charges for that year shall :-
- (i) until the Manager has so complied, be deemed to be the same as the total amount of Management Charges (if any) for the previous financial year;
 - (ii) when the Manager has so complied, be the total estimated management expenditure specified in the annual Management Budgets for that financial year, and the amount that the Owners shall contribute towards the Management Charges shall be calculated and adjusted accordingly.
- (d) Where any of the annual Management Budgets has been sent or displayed in accordance with Sub-clause (b)(v) above and the Manager wishes to revise the same, the Manager shall follow the same procedures in respect of the revised annual Management Budget as apply to the draft annual Management Budget and the annual Management Budget by virtue of Sub-clause (b) above.
- (e) Where a revised annual Management Budget is sent or displayed in accordance with Sub-clause (d) above, the total amount of the Management Charges for that financial year shall be the total management expenditure or estimated management expenditure specified in the revised annual Management Budget and the amount that Owners shall contribute towards the Management Charges shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Incorporation and, within a period of 1 month from the date that an annual Management Budget or a revised annual Management Budget for a financial year is sent or first displayed in accordance with Sub-

clause (b) or Sub-clause (d) above, the Owners' Incorporation decides, by a resolution of the Owners, to reject the annual Management Budget or the revised annual Management Budget; as the case may be, the total amount of Management Charges for the financial year shall, until another annual Management Budget or revised annual Management Budget is sent or displayed in accordance with Sub-clause (b) or Sub-clause (d) above and is not so rejected under this Sub-clause (f), be deemed to be the same as the total amount of Management Charges (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.

- (g) If any Owner requests in writing the Manager to supply him with a copy of any of the draft annual Management Budgets, the annual Management Budgets or revised annual Management Budgets, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) The Management Expenses shall cover all expenditure which is to be necessarily, reasonably and properly incurred for the proper good and efficient management and maintenance of the Lot and the Estate and the Common Areas and Facilities therein including but without prejudice to the generality of the foregoing the following costs charges and expenses :-
 - (i) the expenses for maintenance, operation, control, repair, cleansing, painting, decorating, improving and keeping in good condition of all Common Areas and Facilities and the lighting thereof;
 - (ii) the charges for the supply and consumption of electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Common Areas and Facilities;
 - (iii) the remuneration and related expenses for the provision of security guard services for the Lot and the Estate and the cost (including but not limited to salaries, bonuses, compensation, severance payment and medical insurance) of employing executives, clerical staff, accountants, caretakers, security guards, watchmen, cleaners, and such other staff to manage and administer the Lot and the Estate and the Common Areas and Facilities therein and the expenses of purchasing or hiring all necessary plant, equipment and machinery;
 - (iv) the cost and expense of inspecting, maintaining and repairing the foundations, columns, tunnels and other structures constructed or to be constructed for the support of the Estate and the drains nullahs sewers pipes watermains and channels and such other areas whether within or outside the Lot that are required to be maintained under the Government Grant;
 - (v) the Government rent of the Lot payable under the Government Grant Provided only if no apportionment or separate assessments have been made for individual Units and the Manager decides, in its discretion, that the same shall be included as part of the management expenditure and the rent (if any) in respect of the Common Areas and Facilities;
 - (vi) the expenses of refuse collection, storage and disposal in respect of the Lot and the Estate and the Common Areas and Facilities;

- (vii) the premia for insurance of the Common Areas and Facilities against damage by fire and such other risks and perils up to the full new reinstatement value thereof and of the Manager against third party or public liability or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;
- (viii) legal and accounting and surveying fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided by this Deed;
- (ix) all costs incurred in connection with the maintenance and management of the Common Areas and Facilities;
- (x) any tax payable by the Manager on any of the sums held by it under the provisions of this Deed Provided however that any tax payable on the Manager's Fee shall be borne and paid by the Manager;
- (xi) the cost of inspecting, repairing, maintaining and carrying out all necessary works in respect of the Slopes and Retaining Walls (if any) in compliance with the Government Grant and in accordance with the Slope Maintenance Guidelines and the Maintenance Manual for Slopes and Retaining Walls;
- (xii) all costs and expenses in the inspection maintenance and carry out all necessary works for the maintenance of the Works and Installations (other than those which serve exclusively a Unit or which serve exclusively the Adjoining Lot) in accordance with the Maintenance Manual for Works and Installations;
- (xiii) the rent and licence fees (if any) payable to the Government for the U-channel and for laying of drains and channels which serve the Estate within or under the Government land adjacent to the Lot;
- (xiv) any other costs, charges and expenses necessarily, reasonably and properly incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or under any Sub-Deeds in respect of any part or parts of the Lot and the Estate;
- (xv) all sums payable under any service agreements entered into between the Manager and the provider of telecommunications network for the provision operation, maintenance and upgrading of such network;
- (xvi) the expenses for cultivation, irrigation and maintenance of the planters and landscaped areas on the Common Areas and Facilities;
- (xvii) all costs and expenses incurred in connection with the environmental control and protection in respect of the Lot and the Estate and the Common Areas and Facilities;
- (xviii) all costs, charges, and expenses incurred or required to be incurred to uphold, maintain and repair the U-channel and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director of Lands in compliance with Special Condition No.(36) of the Government Grant.

- (xix) all costs, charges, and expenses incurred or required to be incurred to uphold, maintain and repair the Brown Area described and set out in the Government Grant and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director of Lands;
 - (xx) any other items of expenditure which are necessary for the administration, management and maintenance of the Lot and the Estate including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses incurred by the Manager in respect thereof or such proportionate part thereof and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which relate to the administration and/or management and/or maintenance of the Lot and the Estate as well as any other lands, developments and buildings in such manner as shall be conclusively determined in the absolute discretion of the Manager having regard to the relevant circumstances.
16. (a) The Manager shall prepare the following 5 separate and independent budgets showing the total management expenditure of the Estate for the ensuing year in consultation with the Owner's Committee except the first financial year :-
- (i) the Estate Management Budget which shall show the estimated expenditure including the Manager's Fee of the management and maintenance of the Lot and the Estate as a whole and in particular the Estate Common Areas and Facilities, but excluding the Block Management Expenses, the House Management Expenses, the Residential Management Expenses and the Car Park Management Expenses;
 - (ii) the Block Management Budget which shall show the estimated expenditure including the Manager's Fee of the management and maintenance of the Blocks as a whole and in particular the Block Common Areas and Facilities, but excluding the Estate Management Expenses, the House Management Expenses, the Residential Management Expenses and the Car Park Management Expenses;
 - (iii) the House Management Budget which shall show the estimated expenditure including the Manager's Fee of the management and maintenance of the Houses as a whole and in particular the House Common Areas and Facilities, but excluding the Estate Management Expenses, the Block Management Expenses, the Residential Management Expenses and the Car Park Management Expenses;
 - (iv) the Residential Management Budget which shall show the estimated expenditure including the Manager's Fee of the management and maintenance of the Residential Common Areas and Facilities but excluding the Estate Management Expenses, the Block Management Expenses, the House Management Expenses and the Car Park Management Expenses; and
 - (v) the Car Park Management Budget which shall show the estimated expenditure including the Manager's Fee of the management and maintenance of the Car Park as a whole and in particular the Car Park

Common Areas and Facilities, but excluding the Estate Management Expenses, the Block Management Expenses, the House Management Expenses and the Residential Management Expenses;

Provided that and for the avoidance of doubt it is expressly agreed and declared that each of the above 5 budgets shall be treated as completely separate and independent to the intent that any surplus or deficit in one account shall not be taken into account in any other account.

(b) Subject to Sub-clauses (c) and (d) of this Clause, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of \$200,000 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless:-

(i) the supplies, goods or services are procured by invitation to tender; and

(ii) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Cap.344).

(c) Subject to Sub-clause (d) of this Clause, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the relevant annual Management Budget (including all revised Management Budget(s) thereof) or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless:-

(i) if there is an Owners' Incorporation

(1) the supplies, goods or services are procured by invitation to tender;

(2) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Cap.344); and

(3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Incorporation, and the contract is entered into with the successful tenderer; or

(ii) if there is no Owners' Incorporation

(1) the supplies, goods or services are procured by invitation to tender;

(2) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Cap.344); and

(3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

- (d) Sub-clauses (b) and (c) of this Clause do not apply to any supplies, goods or services which but for this Sub-clause would be required to be procured by invitation to tender (referred to in this Sub-clause as "relevant supplies, goods or services"):-
- (i) where there is an Owners' Incorporation, if:-
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Incorporation by a supplier; and
 - (2) the Owners' Incorporation decides by a resolution of the Owners passed at a general meeting of the Owners' Incorporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
 - (ii) where there is no Owners' Incorporation, if:-
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
 - (2) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.
17. (a) Each Owner (including the First Owner) shall be personally liable to contribute towards the Management Charges whether or not his Unit or Units are vacant or occupied and whether or not such Unit or Units have been let or leased to a tenant or is occupied by the Owner himself or any other person Provided always that no Owner may be called upon to pay more than his fair share of the Management Charges.
- (b) The amount of the monthly or other contributions payable by each Owner to the relevant annual budget shall be specified by the Manager from time to time in accordance with the following principles and such contributions shall be paid in advance on the first day of each month ("Advance Payment") and in the following manner :-
- (i) The Owner of each Block Residential Unit shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the total of the following expenditure :-
 - (1) the annual expenditure in accordance with the Block Management Budget; and
 - (2) a fraction of the annual expenditure in accordance with the Estate Management Budget it being agreed that the numerator of the said fraction shall be 24,906 which is the aggregate of the total number of Management Units allocated to all the Block Residential Units as specified in the Second Schedule

hereto; and the denominator of the said fraction shall be 27,993 which is the aggregate of the total number of Management Units allocated to all the Residential Units and all the Parking Spaces and the Retained Access Roadway as specified in the Second Schedule hereto.

- (3) a fraction of the annual expenditure in accordance with the Residential Management Budget it being agreed that the numerator of the said fraction shall be 24,906 which is the aggregate of the total number of Management Units allocated to all the Block Residential Units as specified in the Second Schedule hereto; and the denominator of the said fraction shall be 26,788 which is the aggregate of the total number of Management Units allocated to all the Residential Units as specified in the Second Schedule hereto.

which said due proportion shall be the same proportion as the number of Management Units allocated to his Block Residential Unit bears to the total number of Management Units allocated to all the Block Residential Units as specified in the Second Schedule hereto.

- (ii) The Owner of each House Residential Unit shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the total of the following expenditure :-

- (1) the annual expenditure in accordance with the House Management Budget; and
- (2) a fraction of the annual expenditure in accordance with the Estate Management Budget it being agreed that the numerator of the said fraction shall be 1,882 which is the aggregate of the total number of Management Units allocated to all the House Residential Units as specified in the Second Schedule hereto; and the denominator of the said fraction shall be 27,993 which is the aggregate of the total number of Management Units allocated to all the Residential Units and all the Parking Spaces and the Retained Access Roadway as specified in the Second Schedule hereto; and
- (3) a fraction of the annual expenditure in accordance with the Residential Management Budget it being agreed that the numerator of the said fraction shall be 1,882 which is the aggregate of the total number of Management Units allocated to all the House Residential Units as specified in the Second Schedule hereto; and the denominator of the said fraction shall be 26,788 which is the aggregate of the total number of Management Units allocated to all the Residential Units as specified in the Second Schedule hereto

which said due proportion shall be the same proportion as the number of Management Units allocated to his House Residential Unit bears to the total number of Management Units allocated to all the House Residential Units as specified in the Second Schedule hereto.

(iii) The Owner of each Parking Space shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the total of the following expenditure :-

- (1) a fraction of the annual expenditure in accordance with the Car Park Management Budget; and
- (2) a fraction of the annual expenditure in accordance with the Estate Management Budget it being agreed that the numerator of the said fraction shall be 1,185 which is the total number of Management Units allocated to the Parking Spaces as specified in the Second Schedule hereto and the denominator of the said fraction shall be 27,993 which is the aggregate of the total number of Management Units allocated to all the Residential Units and all the Parking Spaces and the Retained Access Roadway as specified in the Second Schedule hereto

which said due proportion shall be the same proportion as the number of Management Units allocated to his Parking Space bears to the total number of Management Units allocated to the Parking Spaces as specified in the Second Schedule hereto.

(iv) The Owner of the Retained Access Roadway shall pay in advance on the first day of each calendar month 1/12th of a fraction of the annual expenditure in accordance with the Estate Management Budget, it being agreed that the numerator of the said fraction shall be 20 which is the total number of Management Units allocated to the Retained Access Roadway as specified in the Second Schedule hereto and the denominator of the said fraction shall be 27,993 which is the aggregate of the total number of Management Units allocated to all the Residential Units and all the Parking Spaces and the Retained Access Roadway as specified in the Second Schedule hereto.

(c) PROVIDED ALWAYS :-

- (i) where at any time any budgets prepared by the Manager are revised, hereinbefore provided there shall be added to or deducted from the amount of the Advance Payment payable on the first day of each month for the remainder of the current financial year after such revision an amount equal to the difference between the relevant Management Charges in respect of the current financial year payable by the Owner concerned prior to such revision and the relevant Management Charges payable by that Owner in accordance with the revised budget divided by the number of complete months from the date of such revised budget to the end of the then current financial year;
- (ii) on the first day of the month immediately following the close of any financial year and on the first day of each of such subsequent months before the budget for the then financial year shall have been prepared and approved there shall be paid on account an amount equal to the Advance Payment by that Owner for the last month of the preceding financial year.

- (d) Notwithstanding anything herein contained, where the Manager or the Owners' Incorporation acquires Undivided Shares relating to the Common Areas and Facilities as trustee for all the Owners pursuant to the provisions of the Government Grant or this Deed then the Owner of such Undivided Shares relating to the Common Areas and Facilities shall be exempted from contributing to the Management Charges as provided in this Deed.
 - (e) The Management Expenses attributable to the Visitors' Parking Spaces and the Loading and Unloading Spaces shall be paid out of the account of the Residential Management Budget to the account of the Car Park Management Budget. The amount of the monthly contribution to the Car Park Management Budget required to be made in respect of each Visitors Parking Space shall be the same amount of the monthly contribution to the Car Park Management Budget payable by the Owner in respect of each Residential Parking Space which he owns. The amount of the monthly contribution to the Car park Management Budget required to be made in respect of each Loading and Unloading Space shall be 1.2 times of the monthly contribution to the Car Park Management Budget payable by the Owner in respect of the Residential Parking Space which he owns.
18. (a) If the Manager is of the opinion that the receipts budgeted for the then current financial year are insufficient to cover all expenditure required to be incurred in that accounting year, the Manager may subject to prior consultation with the Owners' Committee prepare a revised budget and may determine additional contributions payable by each Owner which may be rendered necessary by the adoption of such revised budget and may exercise all the powers conferred by this Deed in respect of such additional contributions. The Manager may recoup such deficiency by increased monthly instalments save that in exceptional circumstances it may be recovered by special contribution in one lump sum as the Manager shall see fit to require. Revision of budget shall not take effect until after 3 months following the effective date of the budget for the then current accounting year.
- (b) In the event of a surplus of income over expenditure for an accounting year, the surplus shall be treated as an income for the following accounting year.
19. Notwithstanding anything herein contained and for the avoidance of any doubt, the management expenses payable by the Owners in accordance with this Deed shall not include :-
- (a) any sum attributable or relating to the cost of completing the construction of the Estate or any part thereof which sum shall be borne solely by the First Owner;
 - (b) all existing and future taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any Unit which sums shall be borne by the Owner or Owners for the time being thereof;
 - (c) the expenses for keeping in good and substantial repair and condition of the interior fixtures and fittings, windows and doors of any Unit and the Works and Installations in or relating to a Unit together with the plumbing, electrical installations, plant equipment, apparatus or services thereof not forming part

of the Common Areas and Facilities which sums shall be borne solely by the Owner or Owners for the time being thereof.

20. Where any expenditure relates solely to or is solely for the benefit of the Block Residential Units, House Residential Units or the Parking Spaces or any Unit then the full amount of such expenditure shall be borne by the Owners of the Block Residential Units, House Residential Units or the Parking Spaces or the Owner of such Unit.

21. (a) The Manager shall establish and maintain 5 separate special funds respectively for the Estate Common Areas and Facilities, the Car Park, the Houses, the Blocks and the Residential Common Areas and Facilities (hereinafter called "the Special Funds") to meet expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the relevant part of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the relevant part of the Common Areas and Facilities and the costs of the relevant investigation works and professional services. It is hereby agreed and declared that each of the Special Funds shall be a trust fund managed by the Manager, but all sums in such funds shall be the property of the Owners or as the case may be, the Owners of the Estate, the Owners of the Car Park, the Owners of the Houses, the Owners of the Blocks and the Owners of the Residential Development respectively. For the avoidance of doubt, it is expressly declared that the above 5 Special Funds shall be treated as completely separate and independent funds so that any surplus or deficit in one fund shall not be taken into account in the other fund.

(b) Except where the First Owner has made the initial contribution to the relevant Special Fund(s) under Sub-clause (c) below, each Owner shall upon taking up the assignment of his Undivided Share(s) from the First Owner deposit with the Manager a sum equivalent to two (2) months of his monthly contribution to the Management Charges based on the first annual Management Budget as an initial contribution to all the relevant Special Fund(s) provided that if an Owner is liable to contribute to more than one Special Fund, the Manager shall apportion such initial total contribution to the relevant Special Funds in such reasonable manner as the Manager may deem fit.

(c) The First Owner shall in respect of any Units in that part of the Estate the construction of which has been completed and which remain unsold within three (3) months after :-

(i) the date of this Deed; or

(ii) the date when the First Owner is in a position validly to assign those Unit(s) (i.e. when the consent to assign or certificate of compliance has been issued),

whichever is the later, deposit with the Manager a sum equivalent to two (2) months of its monthly contribution to the Management Charges based on the first annual Management Budget as an initial contribution to the relevant Special Fund(s) in respect of such unsold Unit(s).

- (d) Each Owner covenants with the other Owners that he shall on demand pay to the Manager further periodic contributions to the Special Fund(s), and the amount to be contributed in each financial year, and the time when these contributions shall be payable will be determined by resolutions of the Owners at an Owners' meeting convened under this Deed from time to time.
 - (e) If there is an Owners' Incorporation, the Owners' Incorporation shall determine, by a resolution of the Owners, the amount to be contributed to the relevant Special Fund(s) by the Owners in any financial year, and the time when those contributions shall be payable.
 - (f) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) interest-bearing accounts, the title of which shall refer to the Special Funds for the Estate, and shall use those accounts exclusively for the purpose referred to in Sub-clause (a) above.
 - (g) Without prejudice to the generality of Sub-clause (f) of this Clause, if there is an Owners' Incorporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Incorporation in respect of the Special Fund(s).
 - (h) The Manager shall display a document showing evidence of any account opened and maintained under Sub-clauses (f) and (g) of this Clause in a prominent place in the Estate.
 - (i) The Manager shall without delay pay all money received by him in respect of the Special Fund(s) into the relevant account opened and maintained under Sub-clause (f) of this Clause or, if there is an Owners' Incorporation, the account or accounts opened and maintained under Sub-clause (g) of this Clause.
 - (j) No part of the Special Fund shall be used for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Estate.
 - (k) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the relevant Special Fund(s) unless it is for a purpose approved by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).
22. (a) Except where the First Owner has made the relevant contributions under Clause 22(b), each Owner of a Unit shall upon taking up the assignment of his Undivided Shares from the First Owner :-
- (i) pay to the Manager a sum equivalent to one month of such Owner's management contribution based on the first annual Management Budget as payment in advance of management contribution of his Unit(s);
 - (ii) 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 equal to 3 times the monthly management contribution payable by him in respect of his Unit(s) based on the first annual Management

Budget which deposit shall be non-interest bearing and shall not be used by such Owner to set off against any contribution payable by him under this Deed and which deposit shall be transferable in accordance with Clause 34 hereof;

- (iii) pay to the Manager a sum equivalent to one month of such Owner's management contribution based on the first annual Management Budget in respect of each Residential Unit owned by such Owner for defraying the initial outgoings and expenses of the Estate (including but not limited to expenses for setting up and subsequent dismantling of a refuse collection point and costs for removal of debris therefrom) which sum shall not be refundable provided that any monies paid under this Sub-clause (iii) which are not used for the said purpose shall be paid into the Special Fund for the Residential Common Areas and Facilities;
- (iv) pay to the Manager a sum of HK\$5,000.00 in respect of each Residential Unit owned by such Owner as deposit for securing the payment of the cost of making good any damages to the Common Areas and Facilities caused by or resulting from the initial decoration and fitting out of or the delivery of furniture items to his Residential Unit, or the cost of removing from the Common Areas any debris or rubbish left behind by him or his contractor or its workmen during the decoration and fitting out period. Such costs shall be reasonably fixed by the Manager whose decision shall be final and binding upon the Owner. If the Owner fails to pay on demand the said costs or any part thereof, the Manager shall have the power to apply the said deposit towards such costs and to further recover any deficit from the Owner. Upon completion of the decoration and fitting out work of and the delivery of furniture items to his Residential Unit, if the Owner receives no demand for payment of the aforesaid costs or has made such payment, the Manager shall at the request of the Owner refund the deposit but without interest;
- (v) pay to the First Owner the whole or a due proportion of the deposits of water meters, electricity etc. for his Unit(s) which have been paid by the First Owner provided that such deposits are refundable to the Owner; and
- (vi) pay to the Manager a due proportion of the deposits for water meters, electricity etc. for the Common Areas and Facilities or part thereof which have been paid or will be paid by the Manager to the relevant utility companies;

PROVIDED THAT notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed) the Manager shall have the right to set off the deposit 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 a payment default, 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 has exercised its right of set-off under this Clause, it shall have the right to

require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to 3 times the then current monthly management contribution payable in respect of the Unit(s) which he owns.

- (b) The First Owner shall in respect of any Unit(s) in that part of the Estate the construction of which has been completed and which remain unsold within three (3) months after :-
- (i) the date of this Deed; or
 - (ii) the date when the First Owner is in a position validly to assign those Unit(s) (i.e. when the consent to assign or certificate of compliance has been issued),

whichever is the later :

- (1) deposit with the Manager as security for the due payment of all amounts which may be or become payable by it under this Deed a sum equal to 3 times the monthly management contribution payable in respect of such unsold Unit(s) based on the first annual Management Budget which deposit shall be non-interest bearing and shall not be used by the First Owner to set off against any contribution payable by it under this Deed and which deposit shall be transferable in accordance with Clause 34 hereof; and
 - (2) pay to the Manager a sum equivalent to one month of the Owner's management contribution based on the first annual Management Budget in respect of each Residential Unit for defraying the initial outgoings and expenses of the Estate (including but not limited to expenses for setting up and subsequent dismantling of a refuse collection point and costs for removal of debris therefrom) which sum shall not be refundable.
23. All outgoings and expenses which are of a recurrent nature (including the Management Charges and any Government rent) payable in respect of a Unit up to and inclusive of the date of the assignment of such Unit to an Owner shall be borne and paid by the First Owner. An Owner shall not be required to make any payment or reimburse the First Owner for these outgoings and expenses.
24. Notwithstanding anything contained in this Deed, the Manager shall be entitled in its discretion to charge the Owner concerned a reasonable administration fee as consideration for granting and processing any consent required from the Manager pursuant to this Deed provided that such consideration shall form part of the relevant Special Fund in accordance with Clause 79 of this Deed.
25. The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof not otherwise required to pay and contribute to the Management Expenses such sum or sums as the Manager shall in his absolute discretion determine and such sum or sums collected shall form part of the Management Fund in accordance with Clause 79 of this Deed.
26. If any Owner shall fail to pay the Manager any amount payable hereunder within 30 days from the date of demand, he shall further pay to the Manager :-
- (a) Interest calculated at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation

Limited in respect of any payment in arrears and such interest shall be payable from the due date until payment; and

- (b) A collection charge of an amount not exceeding 10% of the amount due (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

Provided that all monies paid to the Manager by way of interest or collection charge shall form part of the relevant Special Fund in accordance with Clause 79 of this Deed.

27. All amounts which become payable by any Owner in accordance with the provisions of this Deed or any relevant Sub-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 any relevant Sub-Deed and legal costs and all other expenses incurred in or in connection with recovering or attempting to recover the same (on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager (and the claim in any such action may include a claim for the costs of the Manager in such action on a full indemnity basis and such defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the other Owners as a whole and no Owner sued under the provisions of this Deed or any relevant Sub-Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.
28. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed and any relevant Sub-Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed and any relevant Sub-Deed within 14 days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as aforesaid together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal costs as aforesaid and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of such defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the relevant Land Registry against the Undivided Share or Shares of such defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.
29. Any charge registered as aforesaid shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of such defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Lot and the Estate held therewith and the provisions of Clause 27 of this Deed shall apply equally to any such action.
30. The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner and any person occupying any part of the Lot and the Estate through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and any relevant Sub-Deed and of the Estate Rules so far as the same are binding on such Owner and of recovering damages for

the breach, non-observance or non-performance thereof. The provisions of Clause 27 of this Deed shall apply to all such proceedings.

31. Subject to Clause 61 of this Deed all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Lot and the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Lot and the Estate and any surplus thereof shall form part of the relevant Special Fund in accordance with Clause 79 of this Deed.
32. Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in this Deed the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the account of the Owner against whom a claim has been made.
33. All money paid to the Manager, including but not limited to, those sums collected pursuant to this Deed and those by way of interest and collection charges and the interest earned on interest bearing bank accounts opened and maintained by the Manager pursuant to this Deed where the same is required shall be held on trust for all the Owners for the time being and shall be paid into an interest bearing account or accounts maintained with a licensed bank.
34. Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and the Estate shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit(s) paid under this Deed and his contributions towards the relevant Special Fund(s) paid under this Deed to the intent that all such funds shall be held and applied for the management of the Lot and the Estate irrespective of changes in ownership of the Undivided Shares in the Lot and the Estate PROVIDED THAT any deposit paid under Clause 22(a)(ii) and Clause 22(a)(vi) may be transferred into the name of the new Owner of such Undivided Shares and PROVIDED THAT upon the Lot reverting to the Government and no further Government lease being obtainable, any balance of the said deposit(s) and Special Funds, or in the case of extinguishment of rights and obligations as provided in Clause 61 of this Deed, an appropriate part of the said deposit(s) and Special Fund(s), shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished in proportion to their Management Units.
35. The first financial year for the purpose of management of the Lot and the Estate or any part or parts thereof shall commence from the date of this Deed and shall terminate on the 31st day of December in that year unless that period shall be less than 6 months in which event the first financial year shall run until 31st December of the following year. Thereafter the subsequent financial years shall commence on the 1st day of January and shall terminate on the 31st day of December of such years PROVIDED THAT the Manager shall have the right to change the financial year at any time but the financial year may not be changed more than once in every 5 years unless that change is previously approved by a resolution of the Owners' Committee (if the same has been established) upon giving notice published in the public notice boards of the Estate.

36. (a) The Manager shall open and maintain an interest-bearing account in the name of the Manager and to be held on trust by the Manager for and on behalf of the Owners for the time being of the Lot and the Estate and the Manager shall use that account exclusively in respect of the management of the Lot and the Estate.
- (b) Without prejudice to the generality of Sub-clause (a) of this Clause, if there is an Owners' Incorporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Incorporation in respect of the management of the Estate.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under Sub-clauses (a) or (b) of this Clause in a prominent place in the Estate.
- (d) Subject to Sub-clauses (e) and (f) below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Lot and the Estate into such interest-bearing account opened and maintained by the Manager under Sub-clause (a) above or if there is an Owners' Incorporation, the account or accounts opened and maintained under Sub-clause (b) of this Clause.
- (e) Subject to Sub-clause (f) below, the Manager may, out of money received by the Manager in respect of the management of the Lot and the Estate, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if the same has been established).
- (f) The retention of a reasonable amount of money under Sub-clause (e) above or the payment of that amount into a current account in accordance with Sub-clause (e) and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if the same has been established).
- (g) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Lot and the Estate.
37. (a) The Manager shall maintain proper books or records of account and other financial records of all payments made to and all expenditure incurred by the Manager in the exercise of its powers and duties hereunder and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years. In addition, within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of its management of the Lot and the Estate for that period and shall display a copy of the summary and balance sheet in a prominent place in the Estate and cause it to be so displayed for at least 7 consecutive days.

- (b) Within 2 months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days.
 - (c) Each income and expenditure account and balance sheet shall include details of the Special Fund(s) required by Clause 21 and an estimate of the time when there will be a need to draw on that fund, and the amount of money that will be then needed.
 - (d) The Manager shall :-
 - (i) permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet; and
 - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him.
 - (e) If there is an Owners' Incorporation and the Owners' Incorporation 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 that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and :-
 - (i) 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
 - (ii) 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.
 - (f) All amount of copying charges received by the Manager shall be credited to the relevant Special Fund in accordance with Clause 79 of this Deed.
38. Subject to the provisions of the Building Management Ordinance (Cap.344) and of this Deed, each Owner hereby irrevocably APPOINTS the Manager as agent with full power of delegation to enforce the provisions of this Deed against the other Owner or Owners and in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have full authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including in particular the following but without in any way limiting the generality of the foregoing :-
- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant Sub-Deed;

- (b) To take all steps necessary or expedient for complying with the Government Grant, Deed of Grant and any government requirements concerning the Lot and the Estate or any part thereof;
- (c) (Unless otherwise directed by the Owners' Incorporation) to insure and keep insured to the full reinstatement value in respect of the Common Areas and Facilities as comprehensively as reasonably possible and in particular against loss or damage by fire or pipe burst or such other perils as the Manager shall deem fit, and in respect of public liability and/or occupiers liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Lot and the Estate with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Estate according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force;
- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Lot and the Estate;
- (e) To keep and maintain in good order and repair and condition the lighting of the Common Areas and Facilities and to keep the same well-lighted;
- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, improve, renovate, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Estate and the external walls (excluding the external walls of the Houses), elevations, facade, canopies, architectural fixtures and fittings thereof but excluding windows and window frames except those situate in the Common Areas and Facilities PROVIDED HOWEVER THAT in respect of the Estate, the Manager shall have the power at the expense of the Owner concerned to replace broken window glass if any such shall be broken and remain unreplaced for 7 days (except in the case of emergency) after the Manager shall have served a notice on the Owner or Occupier of the part of the Estate concerned requiring him to replace the same;
- (h) To repair, maintain, upkeep, improve, control, operate and manage the Recreational Areas and 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 Facilities as the Manager shall deem appropriate and maintain the same;
- (i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (j) To keep all the Common Areas and Facilities in good condition and working order and subject to the prior approval of the Owners' Committee to extend or provide additional facilities as the Manager shall at its absolute discretion deem necessary or desirable and to keep the lifts, escalators (if any) and fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;

- (k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property or land and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Lot or the Estate 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;
- (l) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior or interior of the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (m) To replace any glass in the Common Areas and Facilities that may be broken;
- (n) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (o) To prevent refuse from being deposited on the Lot and the Estate or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Lot and the Estate and arrange for its disposal at such regular intervals and to maintain in or off the Lot and the Estate refuse collection facilities to the satisfaction of the relevant Government authorities;
- (p) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (q) To choose from time to time the colour and type of facade of the Common Areas and Facilities;
- (r) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Lot and the Estate or any part thereof;
- (s) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Lot and the Estate at all times;
- (t) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Lot and the Estate or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant, Deed of Grant or this Deed and to demand and recover on a full indemnity basis from the Owner or person by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damage caused thereby to the satisfaction of the Manager;
- (u) To appoint solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Lot and the Estate necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Lot and the Estate of all legal proceedings relating to the Lot and the Estate (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting 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 authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;

- (v) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Estate in any manner in contravention of the Government Grant, Deed of Grant, the Occupation Permit or this Deed;
- (w) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Lot and the Estate any provisions of the Government Grant, Deed of Grant or this Deed;
- (x) To prevent any person from detrimentally altering or injuring any part or parts of the Lot and the Estate or any of the Common Areas and Facilities thereof;
- (y) To prevent any person from overloading the floors or lifts of the Estate or any part or parts thereof;
- (z) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Estate;
- (aa) To have the right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Lot and the Estate as a whole or the Common Areas and Facilities;
- (ab) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants, surveyors and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants for and in connection with the management and maintenance of the Lot and the Estate and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the management of the Lot and the Estate, Provided that where any major contract involves sums in excess of 20% of the total amount of the relevant annual Management Budget, such major contract shall be awarded in accordance with the provisions in Clause 16 above;
- (ac) To enforce the due observance and performance by the Owners and Occupiers of the terms and conditions of the Government Grant, Deed of Grant, this Deed and any relevant Sub-Deed and the Estate Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (ad) To ensure that all Owners and Occupiers of any part of the Estate maintain the Units owned or occupied by them in a proper and satisfactory manner and if there be any default on the part of any such Owners or Occupiers and such default continues after notice has been given by the Manager to such Owners or Occupiers, may but shall not be bound to put in hand any necessary

maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or Occupier;

- (ae) To charge the Owners for the temporary or permanent use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris which, in the opinion of the Manager, is excessive in quantities provided that such charges shall form part of the relevant Special Fund in accordance with Clause 79 of this Deed;
- (af) From time to time to make rules and regulations governing the supply and use of fresh and flushing water to all parts of the Estate;
- (ag) Upon default of the Owner or Owners in repairing and/or maintaining and/or replacing the plumbing and drainage facilities and/or any other services and facilities or any part or parts thereof the repair and/or maintenance and/or replacement of which is such Owner's or Owners' responsibility under this Deed, may but shall not be bound to enter with or without workmen at all reasonable times on written notice (except in case of emergency) into all parts of the Estate including any Unit for the purpose of inspecting the plumbing and drainage facilities and any other services and facilities and to replace or repair at the expenses of the Owner or Owners concerned any part or parts of the plumbing and drainage facilities and any other services and facilities which shall leak PROVIDED ALWAYS THAT the Manager shall repair (at his own costs and expense) any damage so caused and shall be liable for the Manager's negligent, wilful or criminal acts and the negligent, wilful or criminal acts of its employees and contractors;
- (ah) To enter with or without workmen at all reasonable times on written notice (except in case of emergency) into and upon the flat roofs (if any) or roofs (if any) forming part or parts of a Residential Unit and to lay, maintain, alter, repair or remove any drainage and other pipes or any other services and facilities thereon for the common use and benefit of the Owners and to erect thereon scaffolding platform and other equipment for repairing or maintaining such plumbing and drainage facilities or other services and facilities or any part of the Estate provided that the Manager shall cause as little disturbance as possible when carrying out such works and forthwith make good any damage caused thereby and be responsible for negligent, wilful and criminal acts of the Manager and its staff and/or contractors;
- (ai) To forbid any Owner who defaults in payment of any amounts due from him under the provisions of this Deed or any relevant Sub-Deed or otherwise fails to observe or perform any of the terms and conditions herein contained whether or not such Owner occupies such Unit, his tenants and licensees the use of the Common Areas and Facilities until such default is rectified provided that such Owner's right of access to and from such Unit and the passage of water, gas, drainage, electricity and other utilities to and from such Unit shall not be interfered with;
- (aj) To post the address of the Unit of any Owner in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Estate;
- (ak) To ensure that no hawkers shall carry on business on any part of the Lot or the Estate and remove any hawker found to be so doing and to post up and

display notices to the effect that hawkers are prohibited on the Lot and the Estate prominently near all entrances of the Lot and the Estate;

- (al) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers in accordance with this Deed on such terms as the Manager shall in its absolute discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (am) To deal with all enquiries, complaints, reports and correspondence relating to the Lot and the Estate as a whole;
- (an) Subject to the prior written approval of the Owners' Committee (if any) or the Owners' Incorporation (if formed), to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion think fit or consider appropriate PROVIDED THAT all income arising therefrom shall be credited to the relevant Special Fund in accordance with Clause 79 of this Deed and PROVIDED FURTHER THAT the grant of such franchises, leases, tenancy agreements and licences shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy his Unit or unreasonably impede or restrict the access to and from his Unit;
- (ao) Subject to the provisions of Clause 17 of the Fifth Schedule hereto, to remove any dogs, cats or other animals or fowls from the Lot and the Estate if the same are brought into the Residential Development and has been the cause of reasonable complaint (in the sole discretion of the Manager) by at least 3 Owners or Occupiers of any Unit;
- (ap) To provide such Christmas, Chinese New Year, festive and other decorations and to organise such celebrations or activities for the Estate as the Manager shall in its sole discretion consider desirable;
- (aq) From time to time with the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation if any, to make, revoke or amend the Estate Rules as it shall deem appropriate which shall not be inconsistent with or contravene this Deed, the Building Management Ordinance Cap.344, the Government Grant and the Deed of Grant provided that for the avoidance of doubt the Manager shall not be required to make Estate Rules in respect of the Retained Access Roadway;
- (ar) 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 or the Estate Rules (which consent shall not be unreasonably withheld) and to impose conditions or additional conditions and the giving or withholding by the Manager of such consent or approval shall be final and conclusive and binding on the Owners and the Manager shall be entitled to charge a reasonable administration fee for processing and issuing such consent or approval and any such fee imposed by the Manager as a consideration for the granting of such consent or approval shall be similarly credited to the relevant Special Fund;

- (as) To convene such meetings of the Owners or meetings of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (at) To do all things as are necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Lot and the Estate for the better enjoyment or use of the Lot and the Estate by its Owners and Occupiers;
- (au) In the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities, to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the agent to execute and sign all relevant documents on behalf of all the Owners for such purpose Provided that the prior approval of the Owners' Committee or the Owners' Incorporation (if formed) has been obtained;
- (av) Subject to the prior written approval of the Owners' Committee (or the Owners' Incorporation, if formed), to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion consider appropriate provided that the Owners' right to hold, use, occupy and enjoy his Unit will not be interfered with and the Owners' access to his Unit will not be unreasonably impeded;
- (aw) Subject to the prior approval of the Owners' Committee or the Owners' Incorporation (if formed) to impose charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities, to remove or evict any person thereon who fails to comply with or is in breach of any Estate Rules relating to such facilities and to exclude any person who has been in persistent breach of such Estate Rules from the use of such facilities for such period as the Manager shall in its discretion deem appropriate provided that nothing herein shall prevent access to a Unit by the Owner of that Unit;
- (ax) To make payment to the Government on demand of the cost incurred by the Government in connecting the drains and sewers from the Lot to the Government storm water drains and sewers;
- (ay) Subject to having obtained the relevant Government authority's approval (if required) and having given prior reasonable notice to Owners affected by the relevant works (except in case of emergency), to erect or place on the external walls, terrace, roof, flat roof, upper roof, utility platform and/or balcony scaffolding and/or other equipment necessary for proper repair and maintenance of the plumbing facilities, the external walls and windows of the Estate PROVIDED ALWAYS THAT the Manager shall repair (at his own costs and expense) any damage so caused and shall be liable for the Manager's negligent, wilful or criminal acts and the negligent, wilful or criminal acts of its employees and contractors;
- (az) To repair and maintain the U-channel, the drains and channels and drainage system whether within or outside the Lot serving the Estate which is required to be maintained pursuant to the Government Grant, Deed of Grant, this Deed and any regulations and provisions;

- (ba) To engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of any of the Slopes and Retaining Walls in compliance with the Government Grant and in accordance with the Slope Maintenance Guidelines and the Maintenance Manual for Slopes and Retaining Walls and all guidelines issued from time to time by the appropriate government department regarding the maintenance of slopes, 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 repair and any other works Provided that the Manager shall not be made personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager is unable to collect the costs of the required works from all Owners pursuant to the terms of this Deed;
- (bb) To engage qualified personnel to inspect or carry out a structural survey of the Lot and the Estate or any part thereof including the drains and channels within or outside the Lot serving the Estate as and when the Manager deems necessary or desirable;
- (bc) At the request of the Owners' Incorporation, to transfer to the Owners' Incorporation the management responsibilities of the Lot and the Estate free of costs and to assign the Undivided Shares relating to the Common Areas and Facilities to the Owners' Incorporation, without consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares shall be held by the Owners' Incorporation as trustee for all the Owners;
- (bd) To enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision and operation, maintenance and upgrading of such broadcast distribution network or telecommunications network services which serves the Estate subject to the following conditions :-
 - (1) the term of the contract will not exceed 3 years;
 - (2) the right to be granted under the contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and
 - (3) 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.
- (be) 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 it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and Occupiers of the Estate;
- (bf) To organize any activities as it may consider appropriate on a regular basis to promote the environmental awareness of the Owners and Occupiers and it shall encourage them to participate in such activities with a view to improving the environmental conditions of the Estate;

- (bg) To make Estate Rules to protect the environment of the Estate 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;
- (bh) To propose to the Owners for consideration at an Owners' meeting convened under this Deed such revisions to the Third Schedule of this Deed and the Maintenance Manual for the Works and Installations as the Manager in its absolute discretion thinks fit including but not limited to the addition of works and installations in the Estate, the updating of maintenance strategies in step with changing requirements;
- (bi) Should the Owners by resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the Third Schedule and the Maintenance Manual for the Works and Installations, to procure from a qualified professional or consultant a revised Third Schedule of this Deed and a 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;
- (bj) To pay the costs incidental to the preparation of the revised Third Schedule of this Deed and the revised Maintenance Manual for the Works and Installations out of the relevant Special Fund in accordance with Clause 79 of this Deed;
- (bk) To 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 expense and on payment of a reasonable charge. All charges received shall be credited to the relevant Special Fund in accordance with Clause 79 of this Deed;
- (bl) To manage, maintain and control the parking of vehicles in Common Areas and Facilities and to remove any motor vehicles parked in any area not reserved for parking or motor vehicle parked in any space without the permission of the Manager;
- (bm) To charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities or any part thereof of such amount as the Manager shall in its reasonable discretion deem fit provided that all such prescribed fees collected shall form part of the Management Funds for the Residential Development to be utilised towards the management, maintenance, repair and operation of the Recreational Areas and Facilities;
- (bn) Subject to the prior approval of the Owners' Committee or the Owners' Incorporation (if formed), to operate or contract for the operation of the shuttle bus services for the use and benefit of the Owners and residents for the time being of the Lot and the Estate and during such times and at such intervals and to such destinations as the Manager may agree with the Owners' Committee and the Owners' Incorporation if formed and to charge the users of the shuttle bus services such fares as the Manager may agree with the Owners' Committee and the Owners' Incorporation if formed which fares shall form part of the Management Funds for the Residential Common Areas and Facilities and to terminate and/or suspend such shuttle bus services at any

time or times as the Manager may agree with the Owners' Committee and the Owners' Incorporation if formed;

- (bo) To take all steps necessary or expedient for complying with the conditions and provisions of the Deed of Grant and to represent all the Owners in all matters and dealings with the Dominant Landowner in any way touching or concerning the rights and obligations under the Deed of Grant;
- (bp) Subject always to the terms of the Deed of Grant, to permit the Dominant Landowner, their respective tenants, lawful occupants, licensees, agents, servants, consultants and workmen free and uninterrupted access at all times upon reasonable prior written notice to the Manager except in the case of emergency to enter with vehicles, tools and machines into all Common Areas and Facilities wherein any part of the System is located and without limiting the generality of the above, include but not limited to:
 - (i) the right to enter into the cable draw pit room located on the upper part of Level 3 of the Estate through the relevant Estate Common Areas; and
 - (ii) the right to enter into the emergency vehicular access and entrance plaza located on Level 1 of the Estate through the relevant Estate Common Areas relating to drainage pipes of the System.
- (bq) To manage, maintain and control the Parking Spaces and to remove any vehicles parked in any area not reserved for parking or any vehicles parked in any Parking Space without the consent of the Owner or lawful Occupier of such Parking Space and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of the Parking Spaces;
- (br) To manage, maintain, control and regulate the use of the Visitors' Parking Spaces and the Loading and Unloading Spaces and to charge users thereof such fees as the Manager shall determine provided all fees shall form part of the Management Funds for Residential Common Areas and Facilities and credited to the budget for Residential Management Budget;
- (bs) To impound and/or remove any vehicle parked anywhere on or in the Common Areas not so designated for parking or which shall cause an obstruction or which is contrary to the provisions of this Deed and any relevant Sub-Deed or any Estate Rules or which owner has defaulted in paying parking fees and any damage caused to such vehicles during or as a consequence of such impoundment or removal shall be the sole responsibility of the owner thereof;
- (bt) To impose charges for any such impoundment or removal and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees provided all such charges, penalties and parking fees shall form part of the Management Funds;
- (bu) To impose and collect service charges on owners of or other persons responsible for such offending vehicles or objects and in the event that the owners thereof or any other persons responsible therefor fail to turn up to claim such offending vehicles or objects within a time which the Manager in its absolute discretion determines to be reasonable, to dispose of the same by

whatever way which in its sole discretion the Manager deems fit and expedient without incurring any liabilities whatsoever and to put the service charges and the proceeds of sale (if any) in the funds held and applied by the Manager towards the Management Expenses;

- (bv) Subject to the prior written approval of the Owners' Committee or the Owners' Incorporation, to apply to, negotiate and agree with both the Government and the Dominant Landowner to amend, vary or modify the Deed of Grant (including any plans annexed thereto) or any conditions thereof from time to time and to execute any modification letter, no-objection letter, deed of variation or any other modification documents in connection therewith without the necessity of joining in all the Owners and any such amendment or variation or modification shall be binding on the Owners Provided that such variation(s) or modification(s) shall not adversely affect or prejudice the exclusive use occupation and enjoyment of the Units of other Owners; and
- (bw) To do all such other things as are necessarily and reasonably incidental to the management of the Lot and the Estate;

PROVIDED THAT the duties and powers of the Manager under this Clause shall not extend to the effecting of any improvements to any facilities or services which involves an expenditure in excess of 10% of the current annual Management Budget unless with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed.

- 39. The Manager shall have power to enter into any Unit with or without workmen at all reasonable times on prior reasonable written notice (except in the case of emergency) for the purpose of repairing, inspecting, rebuilding, altering, renewing, maintaining, cleaning, painting or decorating any part or parts of the Common Areas and Facilities or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed and any relevant Sub-Deed provided that the Manager shall cause as little disturbance as possible when carrying out such works and forthwith at his own costs and expenses make good any damage caused thereby and be responsible for negligent, wilful or criminal acts of the Manager its staff or contractors and without limiting the generality or the foregoing, the Manager shall have power to enter and access to all parts of the roofs, flat roofs and related parapets (if any and forming part of any Unit) with or without workmen or equipment for the purpose of cleaning, painting, repairing and maintaining the windows and the external walls forming part or parts of the Common Areas and Facilities including without limitation, the right to affix gondolas for the aforesaid purposes.
- 40. The Common Areas and Facilities shall be under the control of the Manager who may make rules or regulations or impose conditions regulating the use and management thereof Subject to the provisions of the Government Grant, the Deed of Grant and this Deed and any relevant Sub-Deed Provided that the exercise of this right shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict the access to and from such Unit owned by him.
- 41. 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.

42. (a) The Manager shall have power from time to time with the approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation (if any) to make, revoke and amend Estate Rules regulating the use, occupation, maintenance and environmental control of the Lot and the Estate and the Common Areas and Facilities or any part or parts thereof and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any); without limiting the generality of the above, the Estate Rules may regulate and restrict the use of the Recreational Areas and Facilities and the Visitors' Parking Spaces and the Loading and Unloading Spaces including the fixing of the payment for use of any of the Recreational Areas and Facilities and the Visitors' Parking Spaces and the Loading and Unloading Spaces provided that all such payments to the Manager shall form part of the management funds for the Residential Development PROVIDED ALWAYS THAT the Estate Rules shall not be inconsistent with this Deed, the Government Grant, the Deed of Grant and the Building Management Ordinance (Cap. 344) and shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the Estate Rules from time to time in force shall be posted on the public notice boards of the Estate and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges and such copying charges shall form part of the management funds.
- (b) Neither the Manager nor the Owners' Committee/the Owners' Incorporation shall be held liable for any loss or damage however caused arising from any non-enforcement of such Estate Rules or non-observance thereof by any third party.
43. Without prejudice to the Manager's duties under this Deed, the Manager shall have the right to enter into contracts with third parties for or to delegate or subcontract to other agents or managers or sub-managers whose business is that of estate management the management, maintenance, operation and control of the Common Areas and Facilities or any part or parts thereof on such terms and conditions as the Manager shall in its discretion think fit Provided That the Manager shall not transfer or assign its duties and obligations under this Deed to any such third parties and such third parties shall remain answerable to the Manager. The Manager shall at all times be responsible for the management and control of the whole Estate (including any part thereof).

SECTION V

EXCLUSIONS AND INDEMNITIES

44. The Manager, its servants, agents or contractors 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 in pursuance or purported pursuance of the provisions of this Deed or any Sub-Deed not being an act or omission involving criminal liability or dishonesty or negligence and the Owners shall fully and effectually indemnify the Manager, its servants, agents or contractors 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 as aforesaid (not being an act or omission involving criminal liability or dishonesty or negligence on the part of the Manager, its servants, agents or contractors) and all costs and expenses in connection therewith. Without in any way limiting the generality of the foregoing, the Manager, its servants, agents or contractors 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 and Facilities, or
- (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Lot and the Estate, or
- (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Lot and the Estate, or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
- (e) theft, burglary or robbery within the Lot and the Estate;

UNLESS it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its servants, agents or contractors involving criminal liability or dishonesty or negligence and PROVIDED THAT contribution to the Management Charges or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

45. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and Occupiers for the time being, their invitees and visitors 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 the act or negligence of such Owner or any Occupier of any Unit of which he has the exclusive use or any person using such Unit with his consent express or implied or by, or through, or in any way owing to the overflow of water or spread of fire therefrom and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Lot and the Estate or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by this Deed or any relevant Sub-Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or Occupiers for which the Manager is not empowered by this Deed or any relevant Sub-Deed or for which the Manager has elected not 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.

SECTION VI

OWNERS' COMMITTEE

46. Within 9 months of the execution of this Deed, the Manager shall convene a meeting of the Owners to establish an Owners' Committee and to elect a chairman thereof. The Owners' Committee shall consist of 9 members of which 7 members shall be elected by the Owners of the Blocks, 1 member by the Owners of the Houses and 1

member by the Owners of the Parking Spaces, or of such number of members as the Owners may from time to time by resolution at a meeting of the Owners decide.

47. The Owners' Committee shall meet at such times as occasion shall require and in any event not less than once a year and the functions of the Owners' Committee shall be limited to the following :-

- (a) the representing of the Owners in all dealings with the Manager;
- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) the reviewing of the draft annual Management Budget, annual Management Budget and revised Management Budget prepared by the Manager;
- (d) the approval of the Estate Rules made from time to time by the Manager and any amendment or revocation thereof;
- (e) the liaising with the Manager in respect of all matters concerning the management of the Lot and the Estate;
- (f) to convene meetings of all the Owners;
- (g) to act as the Manager during such period as no Manager is appointed;
- (h) the appointment of accountants for audit of the annual accounts prepared by the Manager;
- (i) to appoint a manager to take the place of the Manager in accordance with Clause 12; and
- (j) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed.

48. The following persons shall be eligible for membership of the Owners' Committee :-

- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee.
- (b) The husband or wife of any Owner or any adult member of the family of any Owner duly authorised by the Owner which authorization shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee.
- (c) If at any annual general meeting at which an appointment or election of a member should take place, the office of the retiring member is not filled, or if in any year no annual general meeting is held, the member shall continue in office until the next annual general meeting.
- (d) The Owners' Committee may continue to act notwithstanding any vacancies in its number as long as the number is not reduced below 5 and where the number is reduced to only 5 the quorum for its meeting shall be 3 Provided that if the number is reduced below 5, the members of the Owners' Committee may act for the purpose only of electing another member(s) of the Owners' Committee.

- (e) A member of the Owners' Committee appointed by the Owners of any component part of the Estate may be removed from office and another person appointed in his place by notice in writing from the Owners of that component part addressed to the Owners' Committee.
49. A member of the Owners' Committee shall retire from office at every alternate annual general meeting following his appointment or election but shall be eligible for re-appointment or re-election but subject to this he shall hold office until :-
- (a) He resigns by notice in writing to the Owners' Committee; or
 - (b) In the case of an elected member he ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or
 - (c) He becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
 - (d) He becomes incapacitated by physical or mental illness or death; or
 - (e) In the case of an elected member he is removed from office by the Owners whom he represents by ordinary resolution of a duly convened meeting of such Owners or in the case of an appointed member he is removed from office by notice to that effect to the Owners' Committee given by the Owners who have the right to appoint him; or
 - (f) He resides abroad; or
 - (g) He ceases to be an Owner of Undivided Shares.
- In any of the events provided for in Sub-clauses (a), (c), (d), (f) or (g) above, the Manager may convene a meeting of the Owners who have elected the member concerned to fill the casual vacancy thereby created if the member concerned is an elected member, or the Owners who are entitled to appoint the member concerned shall have the right to fill the casual vacancy thereby created if the member concerned is an appointed member.
50. The Owners' Committee shall meet at the requisition of the chairman or any 2 members of the Owners' Committee.
51. (a) Notice of a meeting of the Owners' Committee shall be given in writing by the person or persons convening the meeting upon each member of the Owners' Committee at least 7 days before the date of the meeting specifying the time, date and place of the meeting and the resolutions (if any) that are to be proposed at the meeting.
- (b) Service of the said notice of meeting of the Owners' Committee may be effected :-
- (i) personally upon the member of the Owners' Committee;
 - (ii) by post addressed to the member of the Owners' Committee at his last known address; or
 - (iii) by leaving the notice at the member's Unit or depositing the notice in his letter box.
52. No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business and not less than 50% of

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

53. A meeting of the Owners' Committee shall be presided over by :-
- (a) the chairman appointed under Clause 60(a) of this Deed; or
 - (b) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.
54. (a) The Owners' Committee shall have full power from time to time to make and 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 establishment, appointment and constitution of sub-committees of the Owners' Committee;
 - (iii) the conduct of the ballot for the election or re-election of Owners' members of the Owners' Committee;
 - (iv) 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;

Provided that no such rules or regulations shall be contrary to or inconsistent with the provisions of this Deed or any Sub-Deed.

- (b) The Manager shall appoint a representative to represent the Manager in all its business and dealings with the Owners' Committee and such representative shall act as a secretary to the Owners' Committee who shall have the right to attend all meetings of the Owners' Committee but not to vote thereat and who shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.
55. The following provisions shall apply in all meetings of the Owners' Committee :-
- (a) Subject to Sub-clause (d) below, all resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed or any Sub-Deed;
 - (b) A resolution put to the vote of the meeting shall be decided on a show of hands only;
 - (c) On a show of hands every member of the Owners' Committee present at the meeting shall have one vote;
 - (d) In the case of an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.
56. The Owners' Committee and the members thereof 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 in pursuance or in purported pursuance of the provisions of this Deed or any Sub-Deed not being an act or omission involving

criminal liability or dishonesty or negligence by or on the part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee and the members thereof from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid which does not involve criminal liability or dishonesty or negligence on the part of any or all of the members of the Owners' Committee and all costs and expenses in connection therewith.

57. No remuneration shall be payable to the Owners' Committee or any member thereof but such members shall be entitled to be reimbursed for all out-of-pocket expenses necessarily and reasonably incurred in carrying out their duties.
58. The Owners' Committee shall cause to be kept records and minutes of :-
- (a) the appointment and election and vacation of appointments of all its members, secretary and chairman and all changes therein;
 - (b) all resolutions and notes of proceedings of the Owners' Committee;
 - (c) the members present at all meetings.
59. The records and minutes of the Owners' Committee shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to copies of extracts therefrom on paying the reasonable charges therefor which charges shall be credited to the relevant Special Fund in accordance with Clause 79 of this Deed.

SECTION VII

MEETING OF OWNERS

60. There shall be meetings of the Owners to discuss and decide on matters concerning the Lot and the Estate and in regard to such meetings the following provisions shall apply :-
- (a) The first meeting of Owners shall be convened by the Manager as soon as possible but not later than 9 months from the execution of this Deed, the business of which shall include the appointment of a chairman and the members of the Owners' Committee or to appoint a management committee for the purpose of forming an Owners' Incorporation.
 - (b) (i) A meeting other than the annual general meeting, may be validly convened;
 - (1) by the Owners' Committee; or
 - (2) by the Manager; or
 - (3) by an Owner appointed to convene such a meeting by the Owners who in the aggregate have vested in them for the time being not less than 5% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities).

- (ii) One such meeting to be known as the annual general meeting shall be convened by the Manager or the Owners' Committee and shall be held once in each calendar year not later than fifteen (15) months following the first meeting of the Owners for the purpose of electing the chairman and other members of the Owner's Committee and transacting any other business of which due notice is given in the notice convening such meeting.
- (c) The procedure at a meeting of Owners shall be as is determined by the Owners.
- (d) (i) The person convening the meeting of the Owners shall at least 14 days before the date of the meeting give notice in writing of the meeting to each Owner. The notice of meeting shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting.
- (ii) Service of a notice required to be served under Sub-clause (d)(i) above may be effected
 - (1) by delivering it personally upon the Owner;
 - (2) by sending it by post addressed to the Owner at his last known address; or
 - (3) by leaving the notice at the Owner's Unit or depositing the notice in his letter box.
- (e) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and 10% of the Owners shall be a quorum. For the purposes of this Sub-clause (e), the reference above to "10% of the Owners" shall :-
 - (i) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Lot and the Estate is divided; and
 - (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.
- (f) A meeting of the Owners :-
 - (i) shall be presided over by the chairman of the Owners' Committee; or
 - (ii) shall be presided by the person convening the meeting if the meeting is convened under Sub-clause (b)(i)(2) or (3) of this Clause;
- (g) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (h) At a meeting of Owners, 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 the vote in respect of that Undivided Share may be cast :-
 - (i) by a proxy jointly and appointed by such Owners;

- (ii) by 1 co-owner appointed by the others; or
- (iii) if no appointment has been made under sub-subparagraph (i) or (ii), then either personally or by proxy by one of the co-owners; and, in the case of any meeting where more than one of the co-owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, 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 any equality of votes the chairman shall have in addition to the deliberative vote, a casting vote.

- (i) Votes may be given either personally or by proxy and in regard to the removal of the chairman of the Owners' Committee, votes shall be cast by means of a secret ballot supervised by the Manager.
- (j) The instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A of the Building Management Ordinance (Cap.344) signed by the Owner or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with seal or chop of the body corporate and signed by a person authorised by the body corporate in that behalf.
- (k) The appointment of a proxy shall have no effect unless the instrument appointing the proxy is lodged with the chairman of the Owners' Committee or if the meeting is convened under Sub-clause (b)(i)(2) or (3) of this Clause, the person convening the meeting not less than 48 hours before the time for the holding of the meeting at which the proxy proposes to vote. 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.
- (l) Subject to Clauses 61 and 62 of this Deed, any resolution on any matter concerning the Lot and the Estate passed by a simple majority of votes at a duly convened meeting of the Owners present in person or by proxy and voting in proportion to number of Undivided Shares held at such meeting shall be binding on all the Owners of the Lot and the Estate Provided as follows :-
 - (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
 - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
 - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed or any Sub-Deed.
 - (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers and

duties of the Manager conferred on the Manager under this Deed or any Sub-Deed.

- (v) A resolution may be passed to dismiss the Manager by giving to the Manager not less than 3 calendar months' notice in writing but no such resolution shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities).
- (m) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than 50% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.
- (n) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (o) For the purpose of this Clause, unless otherwise expressly stated, any reference to "Owner" or "Owners" shall exclude the Owner of the Common Areas and Facilities and any reference to "Undivided Share" or "Undivided Shares" shall exclude the Undivided Shares allocated to the Common Areas and Facilities.

SECTION VIII

EXTINGUISHMENT OF RIGHTS

61. If the whole or any part of the Estate has been damaged by fire, typhoon, earthquake, subsidence or other causes rendering it substantially unfit for use or habitation or occupation, the Owners of not less than 75% of the Undivided Shares allocated to that damaged part(s) of the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting and decide by a resolution: not less than 75% of those present at the meeting whether or not to rebuild or reinstate the damaged part(s) of the Estate subject to the Government Grant, the Deed of Grant and this Deed. The resolution is to be binding upon all the Owners of the damaged part(s).
62. The following provisions shall apply to a meeting convened as provided in Clause 61 hereof :-
- (a) (i) Every such meeting shall be convened by at least fourteen (14) days' notice in writing served by the person or persons convening the meeting upon each relevant Owner, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed;
 - (ii) Service of a notice required to be served under Sub-clause (a)(i) above may be effected
 - (1) personally upon the relevant Owner;

- (2) by post addressed to the relevant Owner at his last known address; or
 - (3) by leaving the notice at the relevant Owner's Unit or depositing the notice in his letter box.
- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares of the part thereof so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
 - (c) 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) Every such meeting shall be presided over by the chairman of the Owners' Committee or, in his absence, the Owners present shall choose one of their members to be the chairman of the meeting;
 - (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
 - (f) Every Owner shall have one vote for each Undivided Share allocated to the part of the Estate so affected 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 the vote in respect of that Undivided Share may be cast :-
 - (i) by a proxy jointly and appointed by such Owners;
 - (ii) by 1 co-owner appointed by the others; or
 - (iii) if no appointment has been made under sub-subparagraph (i) or (ii), then either personally or by proxy by one of the co-owners; and, in the case of any meeting where more than one of the co-owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, 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 any equality of votes the chairman shall have in addition to the deliberative vote, a second or casting vote.

- (g) Votes may be given either personally or by proxy;
- (h) The instrument appointing a proxy shall be lodged with the person, or one of the persons, as the case may be, who convened the meeting not less than 24 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) A resolution passed at a duly convened meeting by not less than 75% majority of such Owners present in person or by proxy and voting shall be binding on all the relevant Owners of the relevant part of the Estate 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) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than seventy-five per cent (75%) of the Undivided Shares of the part of the Estate so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners;
- (k) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION IX

MISCELLANEOUS PROVISIONS

63. Each Owner shall on ceasing to be the Owner of any Undivided Share notify the Manager of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner.
64. No person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.
65. Notwithstanding anything herein contained, it is hereby specifically agreed that the provisions of the Schedule 7 and Schedule 8 to the Building Management Ordinance (Cap. 344) shall be incorporated in and form part of this Deed and prevail over the provisions of this Deed.
66. There shall be public notice boards at such places in the Estate as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the Estate 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 such public notice boards for 7 consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
67. Any Owner not residing in the Estate shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed and any relevant Sub-Deed. In the event that the Owner shall fail to provide the Manager with such

an address in Hong Kong, then the Manager may treat the address of the Unit which such Owner owns as the address for service of notices.

68. Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to 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 HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known 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 or delivered to the registered office of the Manager.
69. The First Owner shall at its own cost provide a direct translation in Chinese of this Deed. Within one month from the execution of this Deed, the First Owner shall deposit a copy of this Deed and the Chinese translation thereof in the management office for inspection by all Owners free of costs and for taking copies at the Owners' own expense and upon payment of reasonable charges which shall be credited to the relevant Special Fund in accordance with Clause 79 of this Deed. In the event of any dispute as to the effect of the Chinese translation and the English version of this Deed, the English version shall prevail.
70. The First Owner shall at its own cost prepare or cause to be prepared a set of plans showing the Common Areas and any additional Common Areas so designated and declared by the First Owner under Clause 10(e) of this Deed. The accuracy of such plans shall be certified by or on behalf of the Authorized Person. Such plans shall be kept at the management office and may be inspected by the Owners free of charge during normal office hours.
71. The First Owner shall at its own costs compile for the reference of the Owners and the Manager:-
- (a) a Maintenance Manual for Slopes and Retaining Walls; and
 - (b) a 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 inspections;
 - (vi) Checklist and typical inspection record sheets for routine maintenance inspection; and

(vii) Recommended maintenance cycle of the Works and Installations.

And must deposit a full copy of the Maintenance Manual for Slopes and Retaining Walls and a full copy of the 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 expense and on payment of a reasonable charge. All charges received must be credited to the relevant Special Fund in accordance with Clause 79 of this Deed.

72. Where any Undivided Share has been assigned or charged by way of mortgage, the voting rights conferred on the Owner of such Undivided Share by the provision of this Deed shall subject to the provisions of the mortgage, be exercisable only by the mortgagor unless the mortgagee is in possession of such Undivided Share and has duly served written notice of such fact on the Manager PROVIDED THAT once the mortgagee has taken possession of such Undivided Shares he shall become fully liable for the payment of all the management fee, expenses and contributions payable in respect of the relevant part of the Estate under this Deed including any arrears thereof.
73. 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 part of the Estate and to the Undivided Share or Shares held therewith.
74. Nothing herein shall prejudice in any way the operation of the Building Management Ordinance (Cap. 344) and any amendment or amendments thereof or any substitutions thereof and to the extent that any provisions contained herein shall be in conflict with the Building Management Ordinance, the Building Management Ordinance shall prevail. If any Owners' Incorporation is formed under the provisions of the Building Management Ordinance (Cap. 344), the Owners' Incorporation shall be vested with all the rights, powers, duties and obligations for the control, management and administration of the Lot and the Estate conferred by this Deed or any Sub-Deed on the Manager and subject to any provisions herein in extension or modification thereof. The provisions contained in the Schedule 2 of the Building Management Ordinance (Cap. 344) shall apply to the management committee of the Owners' Incorporation following incorporation of the Owners thereunder which shall take the place of the Owners' Committee formed under this Deed and the provisions contained in the Schedule 3 of the Building Management Ordinance (Cap. 344) shall apply to all general meetings of the Owners' Incorporation which shall take the place of the Owners' meetings under this Deed.
75. The First Owner shall upon execution of this Deed assign the Undivided Shares relating to the Common Areas and Facilities to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant, the Deed of Grant and this Deed. Such Undivided Shares relating to the Common Areas and Facilities shall upon such assignment to the Manager be held by the Manager as trustee for all the Owners for the time being and in the event the Manager shall resign or be wound up or have a receiving order made against it or is removed and another manager be appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Undivided Shares to the new manager free of costs or consideration to hold as such trustee as aforesaid PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities and entitlements of the

Manager contained in this Deed or any relevant Sub-Deed PROVIDED FURTHER THAT when the Owners' Incorporation has been formed, it may request the Manager to assign the Undivided Shares relating to the Common Areas and Facilities and transfer the management responsibilities to it free of costs or consideration, in which event the Owners' Incorporation must hold them on trust for the benefit of all the Owners for the time being.

76. The Owners shall at their own expense inspect, maintain and carry out all necessary works in respect of any Slopes and Retaining Walls (if any) as required by the Government Grant and in accordance with the Slope Maintenance Guidelines and the Maintenance Manual for Slopes and Retaining Walls. The Manager (which for the purpose of this Clause shall include the Owners' Incorporation) is hereby given full authority by the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of any such Slopes and Retaining Walls in compliance with the Government Grant and in accordance with the Maintenance Manual for Slopes and Retaining Walls and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures. All Owners shall pay to the Manager all costs lawfully incurred or to be incurred by it in carrying out such maintenance, repair and any other works. The Manager shall not be personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners.
77. (a) A balcony and/or an utility platform which forms part of a Block Residential Unit, for the purpose of this Deed is designated as a non-enclosed area. Such balconies and such utility platforms are shown on the plans marked Drawing Nos.SA-06, SA-07, SA-08, SA-09, SA-10, SA-11 and SA-12 hereto annexed, which said plans are certified by or on behalf of the Authorized Person as to their accuracy. The Owner of each Block Residential Unit which includes a non-enclosed area :-
- (i) shall not use the non-enclosed area or permit it to be used for any purpose other than as a balcony or, as the case may be, an utility platform, for the proper use and enjoyment of the Block Residential Unit;
 - (ii) shall not enclose the non-enclosed area or any part thereof or permit it to be enclosed wholly or partially other than as under the Building Plans; and
 - (iii) shall maintain the non-enclosed area in good and substantial repair and condition at such Owner's own cost and expense.
- (b) Void area which forms part of a House Residential Unit, for the purpose of this Deed, is designated as a non-decked over area. The Owner of each House Residential Unit which includes a void area shall not deck over the void area or any part thereof or permit it to be decked over wholly or partially.
- (c) If there is any default on the part of any Owner in observing and fulfilling his obligations set out in Sub-clauses (a) or (b) above, the Manager shall have the right to serve a written notice to the Owner requiring him to make good the default within a reasonable time limit. If the Owner shall fail to comply with

such notice the Manager shall be entitled on giving a reasonable prior notice in writing to report to the Building Authority the non-compliance with the obligations set out in said Sub-clauses for such enforcement action including prosecution as the Building Authority shall consider necessary or appropriate.

78. (a) The relevant part(s) of the external wall of the House Residential Units shall form part of the relevant House Residential Unit and belongs to the Owner of that House Residential Unit. The Owner of the relevant House Residential Unit must observe and comply with the following:
- (i) To maintain the relevant part(s) of the external wall belonging to his House Residential Unit in good repair and condition at all times at his own cost and expenses.
 - (ii) In the event that the relevant part(s) of the external wall belonging to a House Residential Unit requires repair, maintenance or replacement, the relevant Owner shall repair, maintain and replace it at his own cost as soon as practicable using the same colour, design, quality and method of installation unless otherwise approved by the Manager.
- (b) Should any Owner of a House Residential Unit fail to comply with the covenants set forth in Sub-clause (a) of this Clause, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owner to rectify the breach forthwith and if the defaulting Owner shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants including but not limited to the right to enter upon the House Residential Unit concerned and to effect repair maintenance or (if the same is in a dilapidated state as to cause possible danger to third parties) replacement works. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose. For the avoidance of doubt, nothing herein contained shall be taken or construed as imposing an obligation on the Manager to ensure the safety of the external walls of the House Residential Unit which shall remain the sole responsibility of the Owner of the relevant House Residential Unit.
79. All moneys, income, fees, charges, penalties or other consideration received by the Manager under this Deed or in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any Estate Rules shall form part of the Special Fund and
- (a) in so far as they arise from or are attributable to the Houses or the House Common Areas and Facilities, be notionally credited to the Special Fund for the Houses;
 - (b) in so far as they arise from or are attributable to the Blocks or the Block Common Areas and Facilities, be notionally credited to the Special Fund for the Blocks;
 - (c) in so far as they arise from or are attributable to the Residential Common Areas and Facilities, be notionally credited to the Special Fund for the Residential Common Areas and Facilities;

- (d) in so far as they arise from or are attributable to the Car Park or Car Park Common Areas and Facilities, be notionally credited to the Special Fund for the Car Park;
- (e) in so far as they arise from or are attributable to the Estate Common Areas and Facilities be notionally credited to the Special Fund for Estate Common Areas and Facilities;

to the intent that in each case the notional credit or estimated notional credit shall be taken into account in the preparation of the relevant annual Management Budget or revised annual Management Budget PROVIDED THAT:

- (i) Where they arise from or are attributable to more than one category described in sub-clauses (a) to (e) in this clause 79, the Manager shall have the right to apportion the said amounts in such proportions as the Manager in its absolute discretion thinks fit and credit the same to the Special Fund for Houses, Special Fund for Blocks, Special Fund for Residential Common Areas and Facilities, Special Fund for Car Park and Special Fund for Estate Common Areas and Facilities or any of them (whichever is or are appropriate); and
- (ii) The Manager's decision regarding the credit into the relevant Special Fund(s) shall be conclusive and binding on all the Owners.

80. The Owners shall at their own expense manage and maintain the U-Channel and its associated structures and lands or slopes as required by the Government Grant or the relevant Government authorities. All Owners shall pay to the Manager all costs incurred or to be incurred by it in carrying out such management and maintenance on behalf of the Owners.

81. For the avoidance of doubt:

- (a) nothing in this Deed shall conflict with or be in breach of the Government Grant and the Deed of Grant; and
- (b) neither the First Owner nor the Manager shall have the right to redesignate Common Areas and Facilities under this Deed.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

SCHEDULE OF ALLOCATION OF UNDIVIDED SHARES

	<u>No.</u> <u>of Units</u>	<u>No. of Undivided</u> <u>Shares per Unit</u>	<u>Total No. of</u> <u>Undivided Shares</u>
(1) Residential Units			
(A) Block Residential Units			
(i) Block 1			
Flat A on 5/F to 25/F, each with BAL, UP and APR	19	206	3,914
Flat B on 5/F to 25/F, each with BAL, UP and APR	19	179	3,401
Flat C on 5/F to 25/F, each with BAL, UP and APR	19	114	2,166
Flat A on 26/F to 27/F, each with BAL, UP and APR	2	206	412
Flat B on 26/F to 27/F, each with BAL, UP and APR	2	177	354
Flat C on 26/F to 27/F, each with BAL, UP and APR	2	114	228
Flat A on 28/F with BAL, UP and APR	1	201	201
Flat B on 28/F with BAL, UP and APR	1	175	175
Flat C on 28/F with BAL, UP and APR	1	115	115
Flat A on 29/F with BAL, UP and APR	1	201	201
Flat B on 29/F with BAL, UP and APR	1	175	175
Flat C on 29/F with BAL, UP and APR	1	115	115
Flat A on 30/F with BAL, UP and APR	1	287	287
Flat B on 30/F with BAL, UP and APR	1	248	248
Flat C on 30/F with BAL, UP and APR	1	115	115
Flat A on 31/F with BAL, UP and APR	1	201	201
Flat B on 31/F with BAL, UP and APR	1	175	175
Duplex Flat C on 31/F and 32/F with BAL, UP, RS, Flat Roof and Roof	1	253	253
Duplex Flat A on 32/F and 33/F with BAL, UP, RS, Flat Roof and Roof	1	392	392
Duplex Flat B on 32/F and 33/F with BAL, UP, RS, Flat Roof and Roof	1	339	339
(ii) Block 2			
Flat A on 5/F with BAL, UP and APR	1	170	170
Flat B on 5/F with BAL, UP and APR	1	151	151
Flat A on 6/F to 7/F, each with BAL, UP and APR	2	170	340
Flat B on 6/F to 7/F, each with BAL, UP and APR	2	151	302
Flat C on 6/F to 7/F, each with BAL, UP and APR	2	108	216
Flat A on 8/F to 10/F, each with BAL, UP and APR	3	169	507
Flat B on 8/F to 10/F, each with BAL, UP and APR	3	149	447
Flat C on 8/F to 10/F, each with BAL, UP and APR	3	108	324

Notes: (1) BAL=Balcony

(2) UP=Utility Platform

(3) APR=Air-conditioning Plant Room

(4) RS=Roof Staircase

(5) CPL=Carpark Lobby

(6) In the numbering of floors, the 4/F, 14/F and 24/F are omitted.

(7) In the numbering of House Residential Units, House 4 is omitted.

	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
Flat A on 11/F to 13/F, each with BAL, UP and APR	3	170	510
Flat B on 11/F to 13/F, each with BAL, UP and APR	3	151	453
Flat C on 11/F to 13/F, each with BAL, UP and APR	3	108	324
Flat A on 15/F to 17/F, each with BAL, UP and APR	3	169	507
Flat B on 15/F to 17/F, each with BAL, UP and APR	3	149	447
Flat C on 15/F to 17/F, each with BAL, UP and APR	3	108	324
Flat A on 18/F to 20/F, each with BAL, UP and APR	3	170	510
Flat B on 18/F to 20/F, each with BAL, UP and APR	3	151	453
Flat C on 18/F to 20/F, each with BAL, UP and APR	3	108	324
Flat A on 21/F to 23/F, each with BAL, UP and APR	3	169	507
Flat B on 21/F to 23/F, each with BAL, UP and APR	3	149	447
Flat C on 21/F to 23/F, each with BAL, UP and APR	3	108	324
Flat A on 25/F with BAL, UP and APR	1	170	170
Flat B on 25/F with BAL, UP and APR	1	151	151
Flat C on 25/F with BAL, UP and APR	1	108	108
Flat A on 26/F to 27/F, each with BAL, UP and APR	2	170	340
Flat B on 26/F to 27/F, each with BAL, UP and APR	2	149	298
Flat C on 26/F to 27/F, each with BAL, UP and APR	2	108	216
Flat A on 28/F with BAL, UP and APR	1	166	166
Flat B on 28/F with BAL, UP and APR	1	148	148
Flat C on 28/F with BAL, UP and APR	1	109	109
Flat A on 29/F with BAL, UP and APR	1	166	166
Flat B on 29/F with BAL, UP and APR	1	148	148
Flat C on 29/F with BAL, UP and APR	1	109	109
Flat A on 30/F with BAL, UP and APR	1	240	240
Flat B on 30/F with BAL, UP and APR	1	205	205
Flat C on 30/F with BAL, UP and APR	1	109	109
Flat A on 31/F with BAL, UP and APR	1	166	166
Flat B on 31/F with BAL, UP and APR	1	148	148
Duplex Flat C on 31/F and 32/F with BAL, UP, RS, Flat Roof and Roof	1	243	243
Duplex Flat A on 32/F and 33/F with BAL, UP, RS, Flat Roof and Roof	1	320	320
Duplex Flat B on 32/F and 33/F with BAL, UP, RS Flat Roof and Roof	1	292	292
		Sub-total of (A):	24,906

- Notes: (1) BAL=Balcony
(2) UP=Utility Platform
(3) APR=Air-conditioning Plant Room
(4) RS=Roof Staircase
(5) CPL=Carpark Lobby
(6) In the numbering of floors, the 4/F, 14/F and 24/F are omitted.
(7) In the numbering of House Residential Units, House 4 is omitted.

	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
(B) <u>House Residential Units</u>			
House 1 with APR, RS, CPL, Flat Roof and Roof	1	566	566
House 2 with BAL, APR, RS, CPL, Flat Roof and Roof	1	428	428
House 3 with BAL, APR, RS, CPL, Flat Roof and Roof	1	442	442
House 5 with BAL, APR, RS, CPL, Flat Roof and Roof	1	446	446
		Sub-total of (B):	<u>1,882</u>
		Total of (A)+(B):	26,788
(2) <u>Parking Spaces</u>			
(A) <u>Residential Parking Spaces</u>			
(i) Residential Parking Spaces Nos.101 to 167 on Level 1	67	6	402
(ii) Residential Parking Spaces Nos.201 to 276 on Level 2	76	6	456
(iii) Residential Parking Spaces Nos.301 to 351 on Level 3	51	6	306
(B) <u>Motorcycle Parking Spaces</u>			
(i) Motorcycle Parking Spaces Nos.M01 to M21 on Level 1	21	1	21
		Total of (A)+(B):	<u>1,185</u>
(3) <u>Retained Access Roadway</u>	1	20	20
(4) <u>Common Areas and Facilities</u>	—	---	1,007
		Grand-total of (1)+(2)+(3)+(4):	<u><u>29,000</u></u>

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(3) APR=Air-conditioning Plant Room
(4) RS=Roof Staircase
(5) CPL=Carpark Lobby
(6) In the numbering of floors, the 4/F, 14/F and 24/F are omitted.
(7) In the numbering of House Residential Units, House 4 is omitted.

THE SECOND SCHEDULE ABOVE REFERRED TO

SCHEDULE OF ALLOCATION OF MANAGEMENT UNITS

	<u>No. of Units</u>	<u>No. of Management Units per Unit</u>	<u>Total No. of Management Units</u>
(1) Residential Units			
(A) Block Residential Units			
(i) Block 1			
Flat A on 5/F to 25/F, each with BAL, UP and APR	19	206	3,914
Flat B on 5/F to 25/F, each with BAL, UP and APR	19	179	3,401
Flat C on 5/F to 25/F, each with BAL, UP and APR	19	114	2,166
Flat A on 26/F to 27/F, each with BAL, UP and APR	2	206	412
Flat B on 26/F to 27/F, each with BAL, UP and APR	2	177	354
Flat C on 26/F to 27/F, each with BAL, UP and APR	2	114	228
Flat A on 28/F with BAL, UP and APR	1	201	201
Flat B on 28/F with BAL, UP and APR	1	175	175
Flat C on 28/F with BAL, UP and APR	1	115	115
Flat A on 29/F with BAL, UP and APR	1	201	201
Flat B on 29/F with BAL, UP and APR	1	175	175
Flat C on 29/F with BAL, UP and APR	1	115	115
Flat A on 30/F with BAL, UP and APR	1	287	287
Flat B on 30/F with BAL, UP and APR	1	248	248
Flat C on 30/F with BAL, UP and APR	1	115	115
Flat A on 31/F with BAL, UP and APR	1	201	201
Flat B on 31/F with BAL, UP and APR	1	175	175
Duplex Flat C on 31/F and 32/F with BAL, UP, RS, Flat Roof and Roof	1	253	253
Duplex Flat A on 32/F and 33/F with BAL, UP, RS, Flat Roof and Roof	1	392	392
Duplex Flat B on 32/F and 33/F with BAL, UP, RS Flat Roof and Roof	1	339	339
(ii) Block 2			
Flat A on 5/F with BAL, UP and APR	1	170	170
Flat B on 5/F with BAL, UP and APR	1	151	151
Flat A on 6/F to 7/F, each with BAL, UP and APR	2	170	340
Flat B on 6/F to 7/F, each with BAL, UP and APR	2	151	302
Flat C on 6/F to 7/F, each with BAL, UP and APR	2	108	216
Flat A on 8/F to 10/F, each with BAL, UP and APR	3	169	507
Flat B on 8/F to 10/F, each with BAL, UP and APR	3	149	447
Flat C on 8/F to 10/F, each with BAL, UP and APR	3	108	324

- Notes: (1) BAL=Balcony
(2) UP=Utility Platform
(3) APR=Air-conditioning Plant Room
(4) RS=Roof Staircase
(5) CPL=Carpark Lobby
(6) In the numbering of floors, the 4/F, 14/F and 24/F are omitted.
(7) In the numbering of House Residential Units, House 4 is omitted.

	<u>No. of Units</u>	<u>No. of Management Units per Unit</u>	<u>Total No. of Management Units</u>
Flat A on 11/F to 13/F, each with BAL, UP and APR	3	170	510
Flat B on 11/F to 13/F, each with BAL, UP and APR	3	151	453
Flat C on 11/F to 13/F, each with BAL, UP and APR	3	108	324
Flat A on 15/F to 17/F, each with BAL, UP and APR	3	169	507
Flat B on 15/F to 17/F, each with BAL, UP and APR	3	149	447
Flat C on 15/F to 17/F, each with BAL, UP and APR	3	108	324
Flat A on 18/F to 20/F, each with BAL, UP and APR	3	170	510
Flat B on 18/F to 20/F, each with BAL, UP and APR	3	151	453
Flat C on 18/F to 20/F, each with BAL, UP and APR	3	108	324
Flat A on 21/F to 23/F, each with BAL, UP and APR	3	169	507
Flat B on 21/F to 23/F, each with BAL, UP and APR	3	149	447
Flat C on 21/F to 23/F, each with BAL, UP and APR	3	108	324
Flat A on 25/F with BAL, UP and APR	1	170	170
Flat B on 25/F with BAL, UP and APR	1	151	151
Flat C on 25/F with BAL, UP and APR	1	108	108
Flat A on 26/F to 27/F, each with BAL, UP and APR	2	170	340
Flat B on 26/F to 27/F, each with BAL, UP and APR	2	149	298
Flat C on 26/F to 27/F, each with BAL, UP and APR	2	108	216
Flat A on 28/F with BAL, UP and APR	1	166	166
Flat B on 28/F with BAL, UP and APR	1	148	148
Flat C on 28/F with BAL, UP and APR	1	109	109
Flat A on 29/F with BAL, UP and APR	1	166	166
Flat B on 29/F with BAL, UP and APR	1	148	148
Flat C on 29/F with BAL, UP and APR	1	109	109
Flat A on 30/F with BAL, UP and APR	1	240	240
Flat B on 30/F with BAL, UP and APR	1	205	205
Flat C on 30/F with BAL, UP and APR	1	109	109
Flat A on 31/F with BAL, UP and APR	1	166	166
Flat B on 31/F with BAL, UP and APR	1	148	148
Duplex Flat C on 31/F and 32/F with BAL, UP, RS, Flat Roof and Roof	1	243	243
Duplex Flat A on 32/F and 33/F with BAL, UP, RS, Flat Roof and Roof	1	320	320
Duplex Flat B on 32/F and 33/F with BAL, UP, RS Flat Roof and Roof	1	292	292
		Sub-total of (A):	24,906

- Notes: (1) BAL=Balcony
(2) UP=Utility Platform
(3) APR=Air-conditioning Plant Room
(4) RS=Roof Staircase
(5) CPL=Carpark Lobby
(6) In the numbering of floors, the 4/F, 14/F and 24/F are omitted.
(7) In the numbering of House Residential Units, House 4 is omitted.

	<u>No. of Units</u>	<u>No. of Management Units per Unit</u>	<u>Total No. of Management Units</u>
(B) House Residential Units			
House 1 with APR, RS, CPL, Flat Roof and Roof	1	566	566
House 2 with BAL, APR, RS, CPL, Flat Roof and Roof	1	428	428
House 3 with BAL, APR, RS, CPL, Flat Roof and Roof	1	442	442
House 5 with BAL, APR, RS, CPL, Flat Roof and Roof	1	446	446
		Sub-total of (B):	1,882
		Total of (A)+(B):	26,788
(2) Parking Spaces			
(A) Residential Parking Spaces			
(i) Residential Parking Spaces Nos.101 to 167 on Level 1	67	6	402
(ii) Residential Parking Spaces Nos.201 to 276 on Level 2	76	6	456
(iii) Residential Parking Spaces Nos.301 to 351 on Level 3	51	6	306
(B) Motorcycle Parking Spaces			
(i) Motorcycle Parking Spaces Nos.M01 to M21 on Level 1	21	1	21
		Total of (A)+(B):	1,185
(3) Retained Access Roadway	1	20	20
		Grand-total of (1)+(2)+(3):	27,993

- Notes: (1) BAL=Balcony
(2) UP=Utility Platform
(3) APR=Air-conditioning Plant Room
(4) RS=Roof Staircase
(5) CPL=Carpark Lobby
(6) In the numbering of floors, the 4/F, 14/F and 24/F are omitted.
(7) In the numbering of House Residential Units, House 4 is omitted.

THE THIRD SCHEDULE ABOVE REFERRED TO

The Works and Installations

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) the slope structures;
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations;
- (x) gas supply system;
- (xi) window installations; and
- (xii) air-conditioning and ventilation system.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Benefits and burdens held with Undivided Shares)

PART A : EASEMENTS RIGHTS AND PRIVILEGES HELD WITH EACH UNIT

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy his Unit shall subject to the provisions and restrictions contained in this Deed, the Estate Rules, the rights of the Manager and the First Owner as herein provided have the benefit of the following easements, rights and privileges :-
 - (a) Right of way and to use Estate Common Areas and Facilities

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 and to use and receive the benefit of such of the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit;
 - (b) Right of escape to and through Common Areas

The right of escape to and through Common Areas of any kind or description in the event of fire or emergency for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees;
 - (c) Right of support and shelter

The right to subjacent and lateral support and to shelter and protection from the other parts of the Estate;
 - (d) Right to passage of water etc.

The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his Unit through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through his Unit or the Lot or the Estate or any part or parts thereof for the proper use and enjoyment of his Unit;
 - (e) Right of entry to other parts of Lot and Estate to repair

The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon prior notice (except in the case of emergency) to enter upon other parts of the Lot and the Estate for the purpose of carrying out any works for the maintenance and repair of his Unit (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; and

(f) Right to easements etc.

All other easements, rights and privileges belonging or appertaining to the Lot and the Estate or part thereof.

2. In addition to the above easements, rights and privileges the Owner of each Residential Unit shall have the full right and liberty subject to payment of the prescribed fees (if any) and his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, the Deed of Grant, this Deed, the Sub-Deed (if any), the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Residential Common Areas and Facilities for the purposes for which they are designed provided that in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services PROVIDED always that nothing herein contained shall be construed to prevent access to any Residential Unit by reason of the Owner of that Residential Unit failing to pay any fees or to comply with any other provisions of this Deed.
3. In addition to the above easements, rights and privileges the Owner of each House Residential Unit shall have the full right and liberty subject to payment of the prescribed fees (if any) and his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, the Deed of Grant, this Deed, the Sub-Deed (if any), the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the House Common Areas and Facilities for the purposes for which they are designed provided that in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services PROVIDED always that nothing herein contained shall be construed to prevent access to any House Residential Unit by reason of the Owner of that House Residential Unit failing to pay any fees or to comply with any other provisions of this Deed.
4. In addition to the above easements, rights and privileges the Owner of each Block Residential Unit shall have the full right and liberty subject to payment of the prescribed fees (if any) and his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, the Deed of Grant, this Deed, the Sub-Deed (if any), the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Block Common Areas and Facilities for the purposes for which they are designed provided that in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services PROVIDED always that nothing herein contained shall be construed to prevent access to any Block Residential Unit by reason of the Owner of

that Block Residential Unit failing to pay any fees or to comply with any other provisions of this Deed.

5. In addition to the above easements, rights and privileges the Owner of each Parking Spaces shall have the full right and liberty subject to payment of the prescribed fees (if any) and his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, the Deed of Grant, this Deed, the Sub-Deed (if any), the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Car Park Common Areas and Facilities for the purposes for which they are designed provided that in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services PROVIDED always that nothing herein contained shall be construed to prevent access to any Parking Space by reason of the Owner of that Parking Space failing to pay any fees or to comply with any other provisions of this Deed.
6. All the above easements, rights and privileges shall be held and enjoyed subject to the provisions of this Deed and to the Estate Rules and shall not in anyway adversely affect or prejudice any other regulations made hereunder. It is expressly provided that the Owners shall have no right to enter upon any part of the Lot or the Estate other than their own Units save as expressly herein provided.

PART B : EASEMENTS RIGHTS AND PRIVILEGES TO WHICH EACH UNIT IS SUBJECT

1. The following are the easements, rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his Unit is held :-

(a) Government's right under Government Grant

The full easements rights and privileges of the Government provided under or excepted and reserved in the Government Grant;

(b) Manager's right of entry for purposes of rebuilding repairing etc.

The full right and privilege of the Manager at all reasonable times upon prior notice (except in the case of emergency) for the purpose of repairing, rebuilding, renewing, cleansing, painting, decorating, inspecting, examining or maintaining the Lot or the Estate or any part or parts thereof or any of the Common Areas and Facilities or any other apparatus and equipment used or installed for the benefit of the Lot or the Estate or any part or parts thereof, with or without agents, surveyors, workmen and others to enter into and upon his Unit causing as little disturbance as possible and forthwith making good any damage caused thereby but without incurring any liabilities whatsoever (save and except in respect of any act or omission involving criminal liability

or dishonesty or negligence on the part of the Manager or his employees, agents or contractors for which the Manager shall be liable) and the costs of making good the damage shall be paid out of the management funds (save and except in respect of any act or omission involving criminal liability or dishonesty or negligence in which case the costs of making good the damage thereby occasioned shall be borne by the Manager) and without prejudice to the generality of the foregoing, the Manager shall have the right from time to time to subject to the aforesaid install and remove anchors and other provisions at the building perimeter of the flat roof or roof forming part of a Residential Unit for operation of the building maintenance system including but not limited to gondola;

(c) Rights under the Deed of Grant

The full easements rights and privileges of the Dominant Landowner, its tenants, lawful occupants, licensees, agents, servants and workmen provided under or excepted and reserved in the Deed of Grant.

(d) Other Rights

Easements, rights and privileges equivalent to those set forth in Sub-clauses 1(b), (c), (d), (e) and (f) of Part A of this Fourth Schedule and as reserved unto the First Owner, the Manager.

2. The Retained Access Roadway is held by its Owner subject to the following:-

(a) Easements

- (i) Full right and liberty for the Manager, its employees, agents, contractors and workers (in common with all persons having the like right) to go pass or repass over and along the Retained Access Roadway with or without vehicles and with or without tools and equipment for all purposes connected with
 - (1) refuse collection and disposal at the refuse collection chamber situated at the upper part of Level 3 of the Estate; and
 - (2) gaining access to the various entrances of the Estate which adjoin the Retained Access Roadway at Level 4 of the Estate for the inspection, management, maintenance, repair, renewal, replacement, improving and upgrading of the various Common Areas and Facilities located therein where access thereto cannot be gained through the main entrance of the Estate located at X and Y through Z marked on Plan I annexed to the Government Grant.
- (ii) Full right and liberty for the Manager, its employees, agents, contractors and workers upon reasonable prior written notice to the Owner of the Retained Access Roadway (except in case of emergency) to enter into and to open up the Retained Access Roadway for the purpose of inspecting, managing, maintaining, repairing, renewing, replacing, improving or upgrading the Common Facilities that are

located within, in, above, under, along, by and through the Retained Access Roadway provided always that :

- (1) no works shall be carried out on the Retained Access Roadway unless reasonable prior notice has been given by the Manager to the Owner of the Retained Access Roadway (unless in case of emergency);
- (2) none of the works shall cause a breach of any of the terms and covenants in the Government Grant, Deed of Grant, and in particular, none of the works will cause the Retained Access Roadway to be unreasonably obstructed;
- (3) all works will be carried out in an expeditious, good and workmanlike manner and shall cause as little damage, nuisance or disturbance as is reasonably practicable; and
- (4) the Manager shall make good any damage to the Retained Access Roadway and indemnify the Owner of the Retained Access Roadway against any loss and damages, costs and expenses and all actions, claims, costs and demands of whatsoever nature brought or made against the Owner of the Retained Access Roadway by reason of any negligent or wilful or criminal act or omission of or by the Manager, its employees, agents, contractors or workers.

(b) Right of escape

Full right and liberty for the Manager, the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to escape to and through the Retained Access Roadway in the event of fire or emergency.

(c) Right under Deed of Grant

Full right and liberty for the Dominant Landowner, its tenants, lawful occupants, licensees, agents, servants and workmen over the Retained Access Roadway pursuant to the Government Grant and the Deed of Grant.

(d) Restrictions on assignment

No assignment of the Retained Access Roadway and the Undivided Shares thereof shall be permitted except as a whole and unless to a wholly owned subsidiary company of the Dominant Landowner subject to the Government Grant, the Deed of Grant and this Deed.

(e) Restriction on User

The Retained Access Roadway shall not be used for any purpose other than as a right of way in accordance with the Government Grant and the Deed of Grant.

(f) Indemnity

The Owner of the Retained Access Roadway shall fully and effectually indemnify and keep the Owners of the Lot (other than itself) fully and effectually indemnified from and against any or all liabilities, damages, claims, costs, expenses, losses (whether financial or otherwise) charges, demands, actions and proceedings of whatsoever nature howsoever arising directly or indirectly out of or in connection with or as a consequence of :

- (i) the non-observance or non-performance of any of the covenants in the Government Grant relating to the Retained Access Roadway or any of the provisions in the Deed of Grant and this Deed in so far as they or any of them relate to the Retained Access Roadway but not further or otherwise; or
- (ii) any use of the Retained Access Roadway or any activities carried out at the Retained Access Roadway whether or not such use or activities are in compliance with the covenants in the Government Grant or the Deed of Grant or this Deed or in breach thereof.

THE FIFTH SCHEDULE ABOVE REFERRED TO

1. No Owner shall make any structural alteration to any part of the Estate owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Lot or the Estate by other Owners. Nothing in this Deed shall prevent an Owner from taking legal action against another Owner in respect of such breach.
2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant and/or the Deed of Grant or whereby any insurance on the Lot or the Estate or any part thereof may become void or voidable or whereby the premiums for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
3. Subject to the rights reserved to the First Owner under this Deed, no Owner shall do or permit or suffer to be done by his lessees, tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Lot or the Estate at any time in the course of construction and/or the management and the maintenance of the Lot and the Estate.
4. No Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the other Owners, and Occupiers for the time being of the Lot and the Estate and/or any neighbouring premises.
5. No Owner shall use or permit or suffer his Unit to be used except in accordance with the Government Grant, this Deed, any Sub-Deed and any Ordinances and Regulations from time to time applicable thereto.
6. Subject to the rights of the First Owner under this Deed, no part of the Common Areas and Facilities shall be obstructed save with the licence of the Manager (who shall not grant the licence should the obstruction or use of the Common Areas and Facilities be in contravention of any Ordinances or Regulations of Hong Kong or of this Deed or of any Sub-Deed) nor shall any refuse or other matter or thing be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or Occupiers of any other part of the Lot and the Estate. Provided that the placing of air-conditioning units on the air-conditioning hoods and/or platforms adjoining each Block Residential Unit shall not be a breach of this Clause notwithstanding that all air-conditioning hoods and/or platforms of the Blocks are part of the Block Common Areas.
7. Subject to the rights of the First Owner or the Manager under this Deed no Owner shall cut, maim, alter, affix, interfere with, damage or in any other way affect or permit or suffer to be cut, maimed, altered, affixed, interfered with, damaged or in any other way affected any part of the Common Areas and Facilities.

8. No clothing or laundry shall be hung outside the exterior of any Residential Unit (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities.
9. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Lot and the Estate may be clogged or efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected and to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision.
10. No air-conditioning or other units shall without the prior written consent of the Manager be installed through any window or external wall of the Residential Development other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot or the Estate. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Unit in good repair and condition.
11. No Owner shall use or cause or permit his Residential Unit to be used for industrial or godown purposes or for the purpose of pawn shop, mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai" or any similar ceremony or as a boarding house, guest house or for any noisy or offensive trade or business.
12. No Owner shall make or cause or permit any disturbing noise in his Residential Unit or do or cause or permit or suffer anything to be done which will interfere with the rights, comfort, and convenience of other occupants of the Residential Development.
13. No Owner of a Residential Unit shall be entitled to connect any installation to the communal television and radio aerial system installed by the First Owner or the Manager in or for the Estate or any part or parts thereof except with the prior written permission of the Manager and in accordance with any Estate Rules relating to the same. No Owner of a Residential Unit shall affix or install his own private aerial outside any part of the Estate.
14. Subject to the rights (if any) of the First Owner, no external placards, posters, signboards, notices, advertisements, flags, banners, poles, cages, shades or other projections or structures whatsoever extending outside the exterior of the Residential Development shall be erected, installed or otherwise affixed to or exhibited on or projected from the Residential Development or any part thereof save as otherwise provided in this Deed or except with the prior written approval of the Manager or the First Owner and (if required) the Director of Lands in accordance with the Government Grant.
15. No Owner shall, save as otherwise provided in this Deed and the Deed of Grant, paint the outside of the Estate or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Estate without the prior consent in writing of the Manager or the First Owner and in particular, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing either of a permanent or temporary nature shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in or about or on or at any part of the external wall or flat roofs or roofs or upper roofs of the Estate.

16. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from his Residential Unit any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
17. No Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Estate PROVIDED THAT (i) live poultry, birds or animals may be kept in a Residential Unit as pets unless the same has been the cause of reasonable complaint by at least 3 Owners or Occupiers of any part of the Estate, (ii) trained guide dogs on leash for the blind may be brought into any part of the Estate whilst guiding any person with disability in vision.
18. Not to allow children, save with the licence of the Manager, to play in the Common Areas and Facilities (save and except in the Recreational Areas and Facilities but with due care and supervision) particularly lifts and any damage to or discolouration to decorations in such areas or lifts by children shall be paid for by the Owner or Occupier of the Residential Unit in which the child or children concerned reside.
19. Not to use water closets and other water apparatus in the Estate for any purpose other than those for which they were constructed nor shall any sweeping, 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 or made good by the Owner or Occupier at his own expense in whose Unit it shall have been caused.
20. Not to allow bicycles, baby carriages or similar vehicles in the lifts unless the greatest care against damage to the lifts is exercised and the same shall not be allowed to obstruct any Common Areas and Facilities and not to use the lifts of the Residential Development for carrying and transporting any goods or articles whatsoever which in the opinion of the Manager adversely affect the normal functioning of the lifts.
21. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or energy that might produce smoke except with the prior written consent of the Manager, but in any event no Owner shall install the aforesaid furnace, boiler, plant or equipment or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.
22. No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such system or equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder. If any extension of the sprinkler heads and/or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall think fit.
23. No Owner of a Residential Unit without the prior written consent of the Manager first having been obtained shall lock the doors or entrances of any flat roofs or roofs of his Residential Unit having access to any part of the Common Areas and Facilities which shall at all times remain open and unobstructed. In case the access is being

- obstructed the Manager shall have the power to restore the access to such condition so as to comply with the regulations of the Fire Services Department or other relevant Government regulations at the expense of the Owner in default.
24. No Owner shall perform installation or repair works to the electrical wiring from the switch rooms forming part of the Common Areas and Facilities to any part or parts of the Estate save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of the Owner or Owners concerned and in such manner as the Manager shall in its absolute discretion think fit.
 25. No Owner or its agents licensees or contractors shall place on any part of the floors of the Estate any article, machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof (as specified on such part) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Estate or any fixtures and fittings therein Provided that the making good of such damage as aforesaid shall be without prejudice to any further right competent to the Manager exercisable by virtue of such breach.
 26. Every Owner shall promptly pay and discharge all existing and future Government rent (unless the same forms part of the Management Expenses pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of his Unit and to indemnify the other Owners from and against all liability thereof.
 27. Subject to the provisions of this Deed, each Owner shall keep and maintain his Unit and the Works and Installations in or relating to his Unit and all wirings and pipings thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and shall maintain 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 Lot and the Estate. Subject as aforesaid the expenses of keeping in good and substantial repair and condition the interior of any Unit and all the fixtures and fittings and all plumbings therein or appertaining thereto and all the windows and doors thereof shall be borne by the Owner of such Unit.
 28. Each Owner shall observe and comply with all Ordinances, Regulations, by-laws and rules for the time being in force in Hong Kong and governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and the protection of the environment. In particular, no Owner shall discharge or permit or suffer to be discharged into any public sewer, storm water drain, channel or streamcourse any trade effluent or foul or contaminated water or cooling water without the prior written consent of the Director of Lands or other competent Government authorities.
 29. Residential Units shall not be used or suffered to be used for any purpose other than for private residential purpose and in particular shall not be used as a boarding house, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles **SAVE AND EXCEPT** that the First Owner may use any such Residential Units owned by him as sales office and show flats and related marketing activities to facilitate the sale of Units for such period or periods as it shall in its discretion consider appropriate.

30. No Owner shall without the prior written consent of the Manager and the competent Government authorities (if required) erect or place or cause or permit to be erected or placed any advertising signs or other structure on the roof or upper roof and the Manager shall have the right to enter to remove anything erected or placed on such roof or upper roof or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
31. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows or door or doors or entrance or entrances of any Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap. 95) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities.
32. 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 any advertising or other sign of any description (except a small name plate outside the entrance door of such Residential Unit giving the Owner's or Occupier's name) without the previous written approval of the Manager and of the Director of Lands (if required under the Government Grant). Any such approval may be given subject to such conditions (if any) as the Manager and the Director of Lands may specify and shall be subject to revocation on reasonable notice.
33. No Owner shall store or permit to be stored in any Residential Unit any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.
34. 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.
35. All Owners (including the First Owner) shall observe and comply with the terms and conditions of the Government Grant, the Deed of Grant and this Deed so long as they remain as Owners.
36. Subject to the rights of the First Owner under Clause 10(e) of this Deed, no Owner, including the First Owner shall convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit to the exclusion of other Owners unless approved by the Owners' Committee and any payment received for the approval shall be credited to the relevant Special Fund or convert or designate his Unit or any part thereof to be part of the Common Areas and Facilities unless approved by a resolution of the Owners at an Owners' meeting convened pursuant to this Deed and on condition that the exercise of the rights (if approved or permitted pursuant to this Deed) will not interfere with an Owner's right to hold use occupy and enjoy his Unit or unnecessarily impede or restrict the access to and from his Unit. Neither the Owner (including the First Owner) nor the Manager will have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use of benefit.
37. No Owner shall without the prior written consent of the Manager erect or build or suffer to be erected or built on or upon the flat roofs or roofs forming part of a Residential Unit any walls, windows, gates, doors, curtains, external awnings,

canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said flat roofs or roofs will be enclosed or partitioned either in whole or in part.

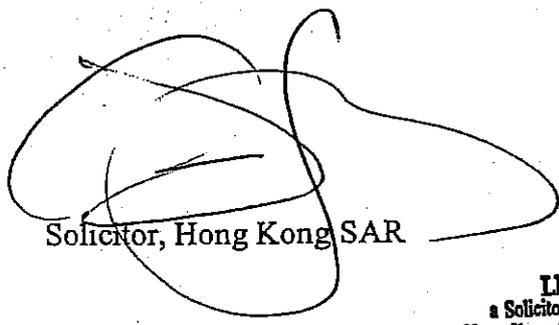
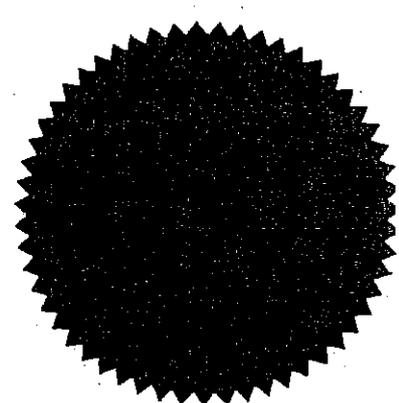
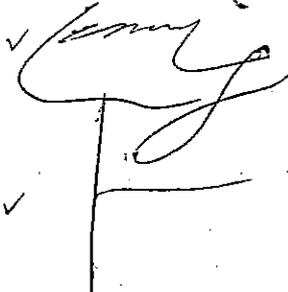
38. No Owner except the Owner having the exclusive right to occupy the flat roof or roof of a Residential Unit shall have the right to use the flat roof or roof thereof (except that the other Owners may use such flat roofs or roofs only for escape in the event of fire or emergency). The Owner of the flat roofs or roofs shall ensure that the escape to and through the flat roofs or roofs shall not be in any way impeded or obstructed.
39. The Recreational Areas and Facilities shall only be used and enjoyed for recreational purposes by the residents of the Residential Units and their bona fide guests and visitors and subject to the provisions of this Deed, any Sub-Deed, the Estate Rules and such rules as may from time to time be laid down by the Manager.
40. No Owner shall do or suffer to be done anything which contravenes the rights of the Dominant Landowner under the Deed of Grant.
41. The Residential Parking Spaces, Motorcycle Parking Spaces, Visitors' Parking Spaces and Loading and Unloading Spaces shall only be used for such purposes in accordance with the Government Grant and in particular the Residential Parking Spaces and Visitors' Parking Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

SEALED with the Common Seal of
BRIGHT GOLD LIMITED in the
presence of and SIGNED by

Mdm. Fung Lee Woon King

whose signature(s) is/are verified by :-

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) ✓



Solicitor, Hong Kong SAR

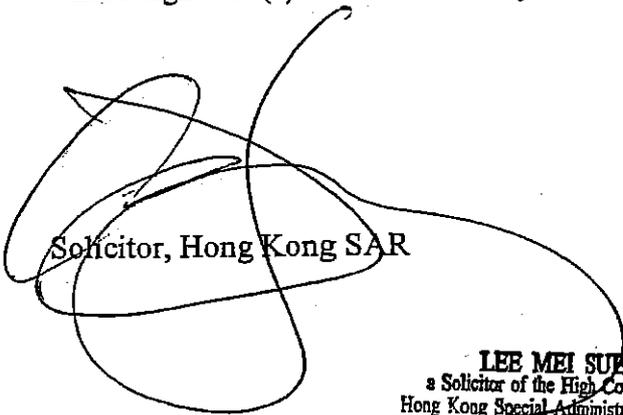
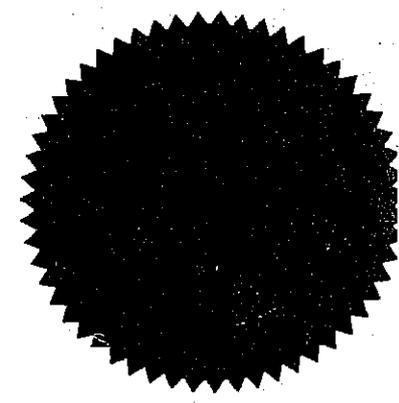
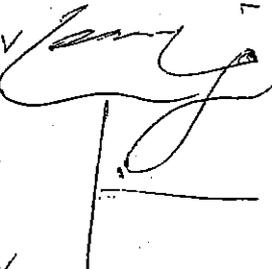
LEE MEI SUEN
a Solicitor of the High Court of the
Hong Kong Special Administrative Region
FAIRBAIRN CATLEY LOW & KONG

SEALED with the Common Seal
of the First Assignee

in the presence of and SIGNED by
Mdm. Fung Lee Woon King
Mr. Lee King Yue

whose signature(s) is/are verified by :-

) ✓
)
)
)
)
)
) ✓



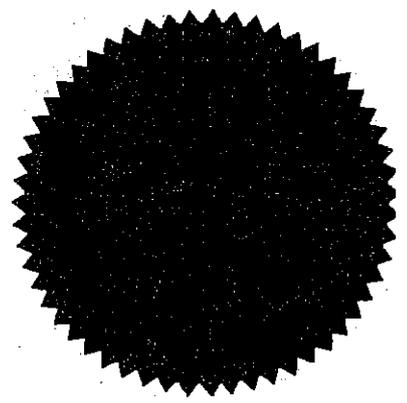
Solicitor, Hong Kong SAR

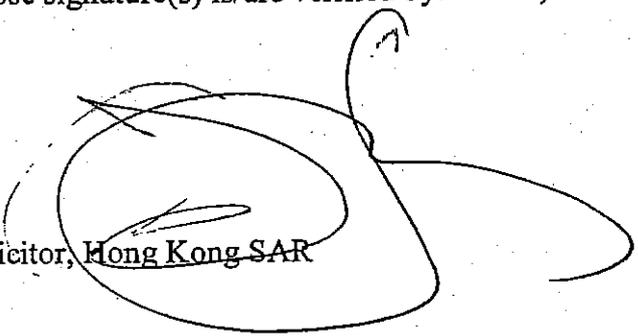
LEE MEI SUEN
a Solicitor of the High Court of the
Hong Kong Special Administrative Region
FAIRBAIRN CATLEY LOW & KONG

SEALED with the Common Seal of the)
Manager in the presence of and)
SIGNED by **Mdm. Fung Lee Woon King**)
Mr. Lee King Yue)

whose signature(s) is/are verified by:)

✓ 
✓ 

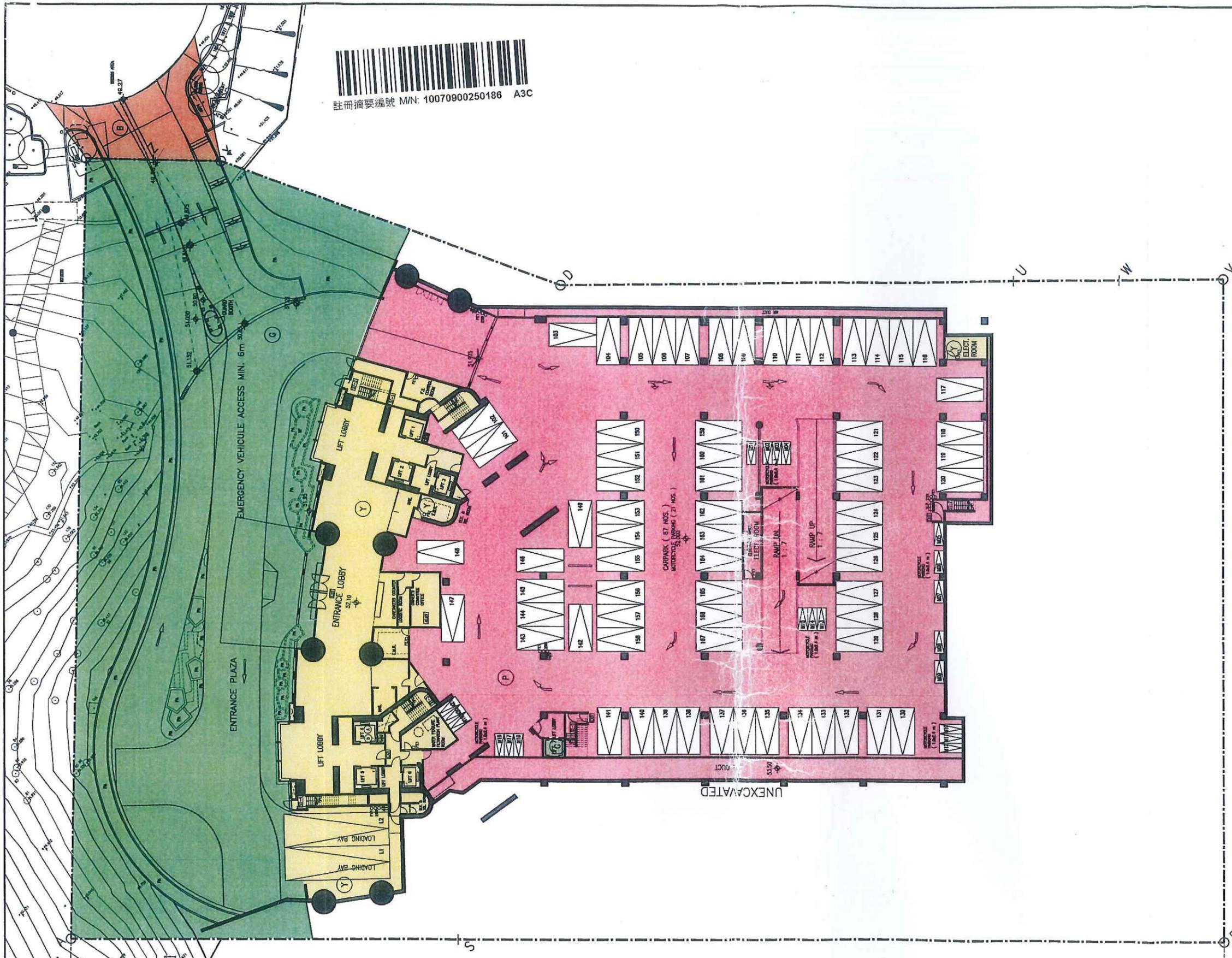



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LEE MEI SUEN
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Hong Kong Special Administrative Region
FAIRBAIRN CATLEY LOW & KONG



註冊編號 M/N: 10070900250186 A3C



B.D.D. REF. NO. BD 2/0015/03
 F.S.D. REF. NO. FP 8/2B170
 CAD REF. NO. X:\J402\DMC\SA-01&02(J402).DWG

- notes
- ESTATE COMMON AREAS
 - RESIDENTIAL COMMON AREAS
 - CAR PARK COMMON AREAS
 - BROWN AREA

LEVEL 1 PLAN (CARPARK & ENTRANCE)

REV.	DESCRIPTION	DATE
E	GENERAL REVISION	30-03-2009
D	GENERAL REVISION	22-12-2008
C	GENERAL REVISION	29-09-2008
B	GENERAL REVISION	14-08-2008
A	GENERAL REVISION	13-05-2008

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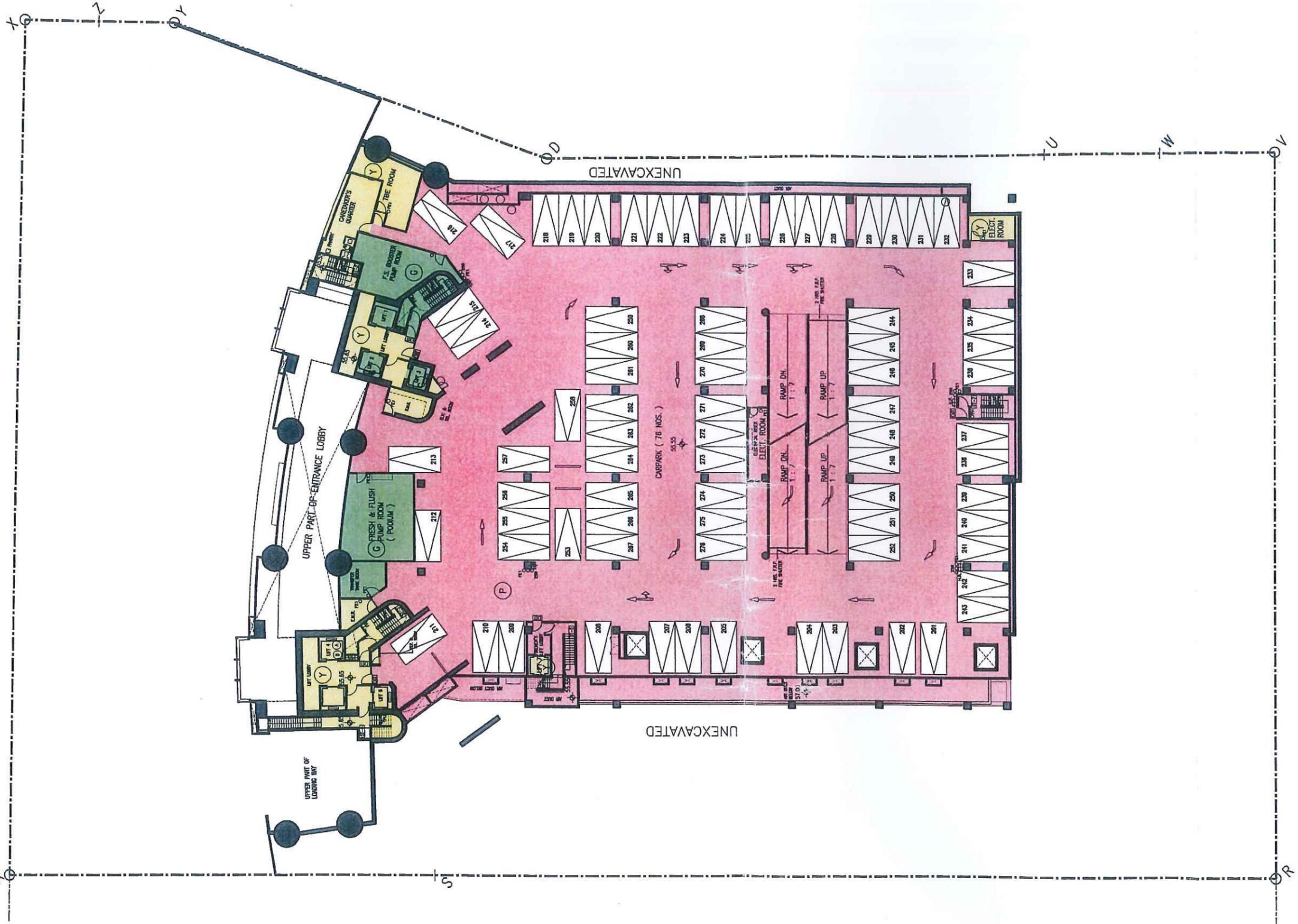
DRAWING TITLE
 LEVEL 1 PLAN (ENTRANCE & CARPARK)

SCALE 1 : 400	PRINTED 22-12-2008
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DRAWN TH	DATE 7-12-2007
JOB NO. J402	DRAWING NO. SA-01
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 F.S.D. REF. NO. FP 8/20170
 CAD REF. NO. X:\J402\DMC\SA-01&02(J402).DWG

- notes
- ESTATE COMMON AREAS
 - RESIDENTIAL COMMON AREAS
 - CAR PARK COMMON AREAS

LEVEL 2 PLAN (CARPARK)

REV.	DESCRIPTION	DATE
E	GENERAL REVISION	30-03-2009
D	GENERAL REVISION	22-12-2008
C	GENERAL REVISION	23-09-2008
B	GENERAL REVISION	14-06-2008
A	GENERAL REVISION	13-05-2008

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DRAWING TITLE
 LEVEL 2 PLAN (CARPARK)

SCALE	1 : 400	PRINTED	22-12-2008
CHECKED		DATE	
DRAWN	TH	DATE	7-12-2007
JOB NO.	J402	DRAWING NO.	SA-02
		REV.	E

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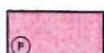
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 B. Arch.(Hons.), Ph.D., RIBA, MCSD, FHKIA, FRAIA
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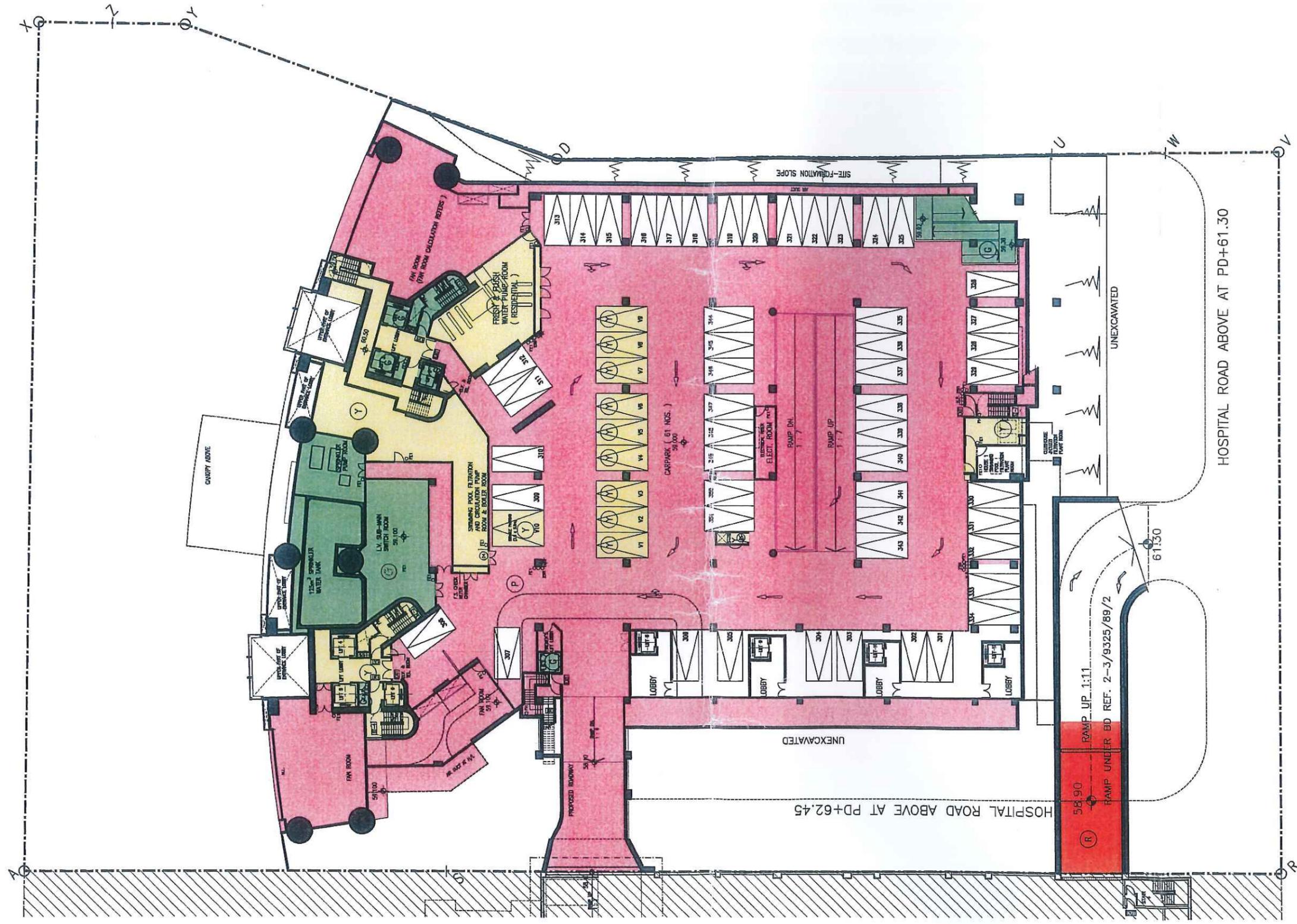
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F.S.D. REF. NO. FP 8/28170
CAD REF. NO. X:\402\DMC\SA-03&D4(402).DWG

- notes
-  E ESTATE COMMON AREAS
 -  Y RESIDENTIAL COMMON AREAS
 -  P CAR PARK COMMON AREAS
 -  R ACCESS ROADWAY



LEVEL 3 PLAN (CARPARK)

REV.	DESCRIPTION	DATE
E	GENERAL REVISION	30-01-2009
D	GENERAL REVISION	22-12-2008
C	GENERAL REVISION	29-09-2008
B	GENERAL REVISION	14-08-2008
A	GENERAL REVISION	13-05-2008

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DRAWING TITLE
LEVEL 3 PLAN (CARPARK)

SCALE	1 : 400	PRINTED	22-12-2008
CHECKED		DATE	
DRAWN	TH	DATE	7-12-2007
JOB NO.	J402	DRAWING NO.	SA-03
		REV	E

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F.S.D. REF. NO. FP 8/28170
CAD REF. NO. X:\J402\DMC\SA-03e04(J402).DWG

notes



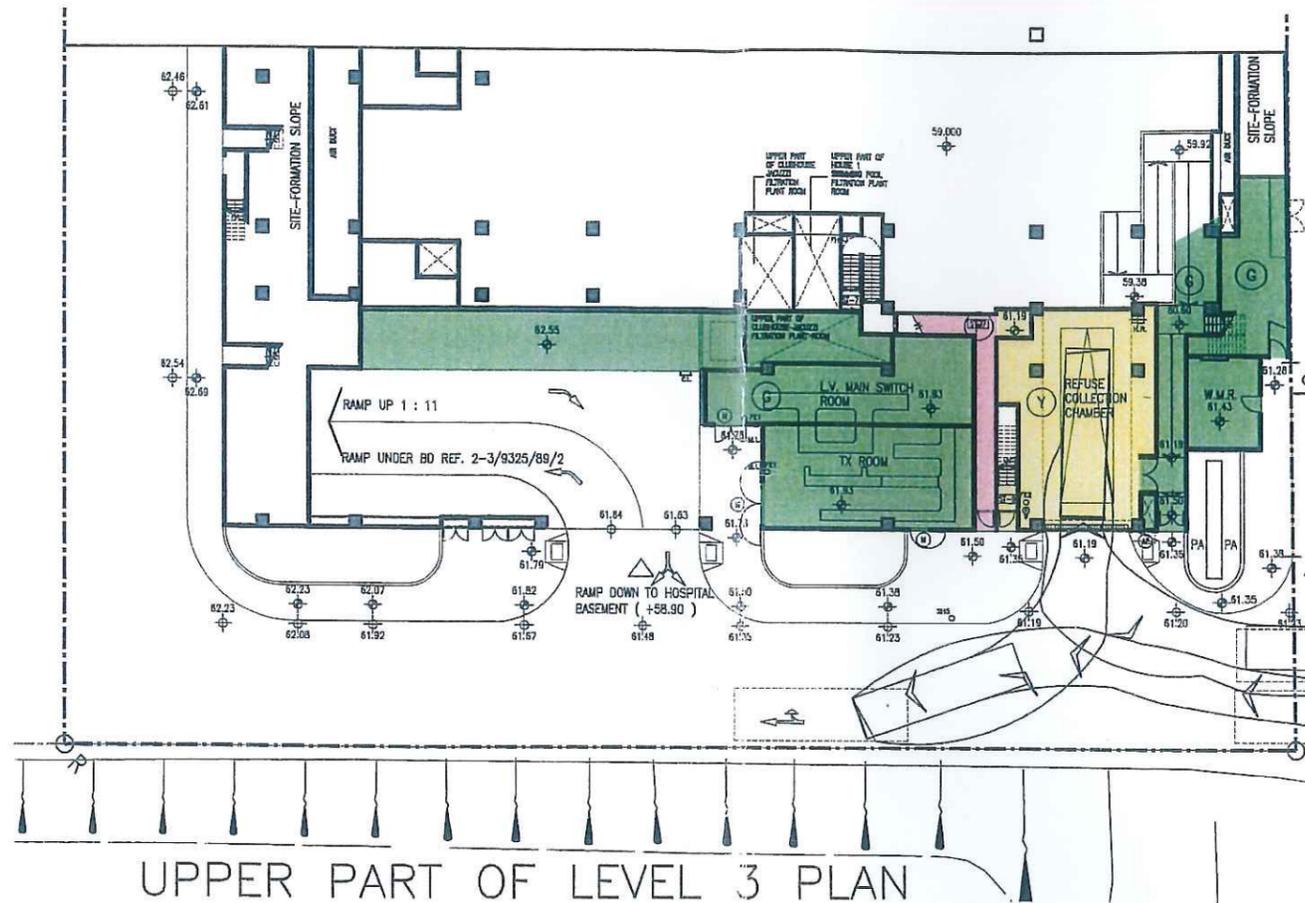
ESTATE COMMON AREAS



RESIDENTIAL COMMON AREAS



CAR PARK COMMON AREAS



UPPER PART OF LEVEL 3 PLAN

3 AUG 2009

E	GENERAL REVISION	30-03-2009
D	GENERAL REVISION	22-12-2008
C	GENERAL REVISION	29-09-2008
B	GENERAL REVISION	14-08-2008
A	GENERAL REVISION	13-05-2008

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DEVELOPMENT AT
S.T.T.L. NO. 539

DRAWING TITLE

UPPER PART OF
LEVEL 3 PLAN

SCALE 1 : 400 PRINTED 22-12-2008

CHECKED DATE

DRAWN TH DATE 7-12-2007

JOB NO.	DRAWING NO.	REV.
J402	SA-04	E

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- notes
- ESTATE COMMON AREAS
 - RESIDENTIAL COMMON AREAS
 - BLOCK COMMON AREAS
 - HOUSE COMMON AREAS
 - INDIGO CROSSED BLACK
 - YELLOW CROSSED BLACK
 - WHITE HATCHED BLACK
 - WHITE CROSSED BLACK

- WIDER CORRIDORS FOR BLOCK (GREEN FEATURE)
- WIDER CORRIDORS FOR HOUSE & BLOCK (GREEN FEATURE)
- BALCONIES (GREEN FEATURE)
- UTILITY PLATFORMS (GREEN FEATURE)

REV.	DESCRIPTION	DATE
D	GENERAL REVISION	30-03-2009
C	GENERAL REVISION	29-09-2008
B	GENERAL REVISION	14-08-2008
A	GENERAL REVISION	11-05-2008

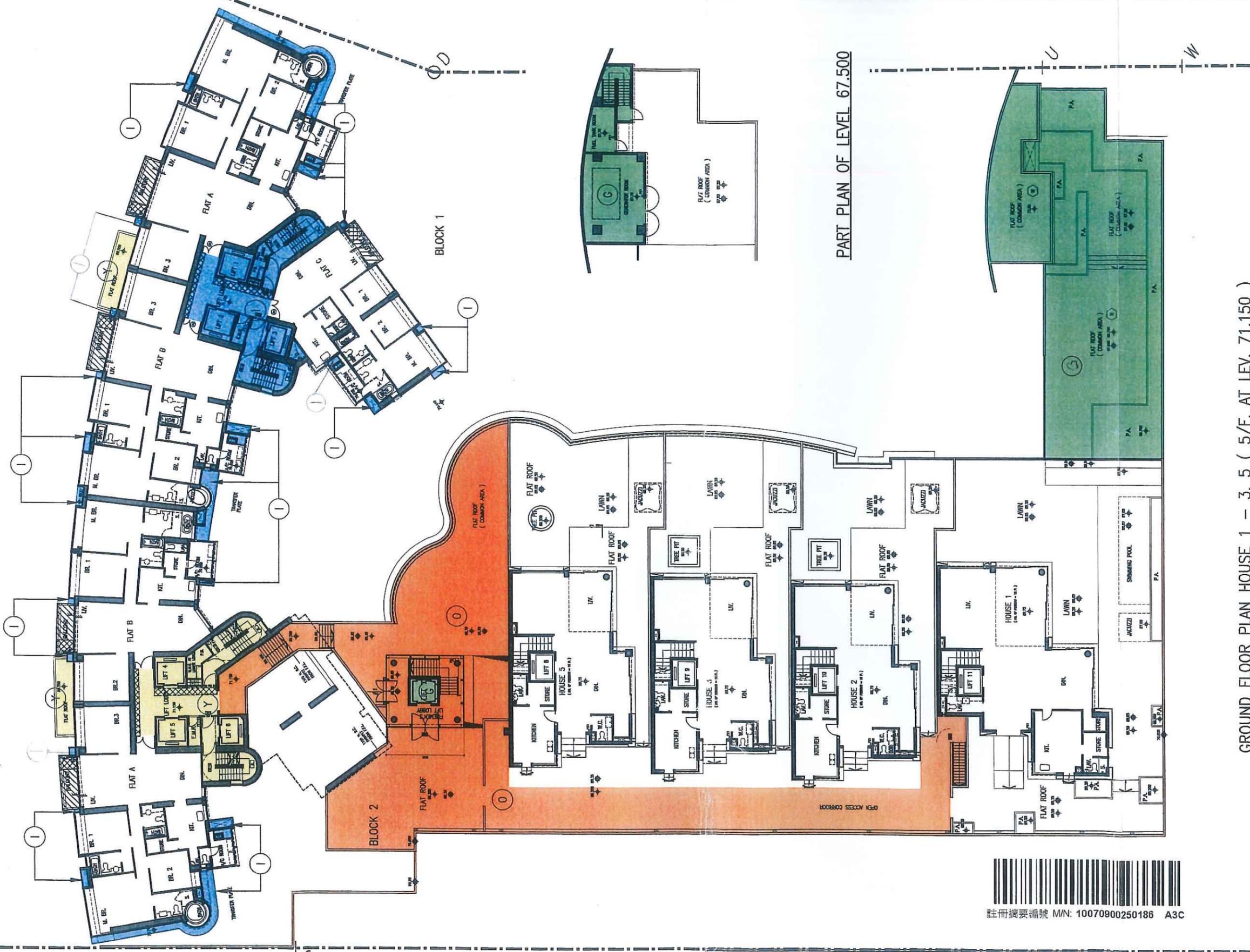
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DRAWING TITLE	
LEVEL 5 PLAN (5/F. TYPICAL FLOOR & G/F. TRIPLEX UNITS)	
SCALE 1 : 400	PRINTED 29-09-2008
CHECKED	DATE
DRAWN TH	DATE 7-12-2007
JOB NO. J402	DRAWING NO. SA-06
	REV. D

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PART PLAN OF LEVEL 67.500

GROUND FLOOR PLAN HOUSE 1 - 3, 5 (5/F. AT LEV. 71.150)



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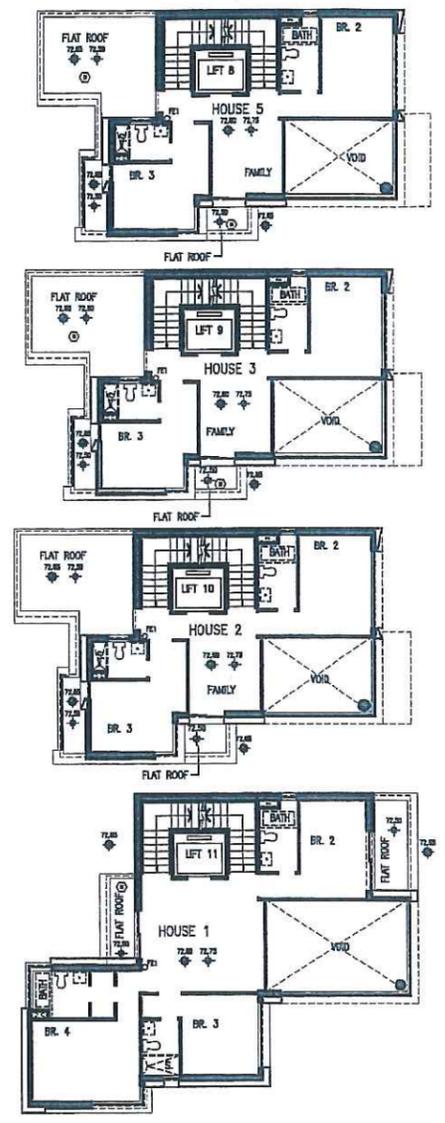
Simon S. M. Kwan
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 Authorized Person, Registered Architect



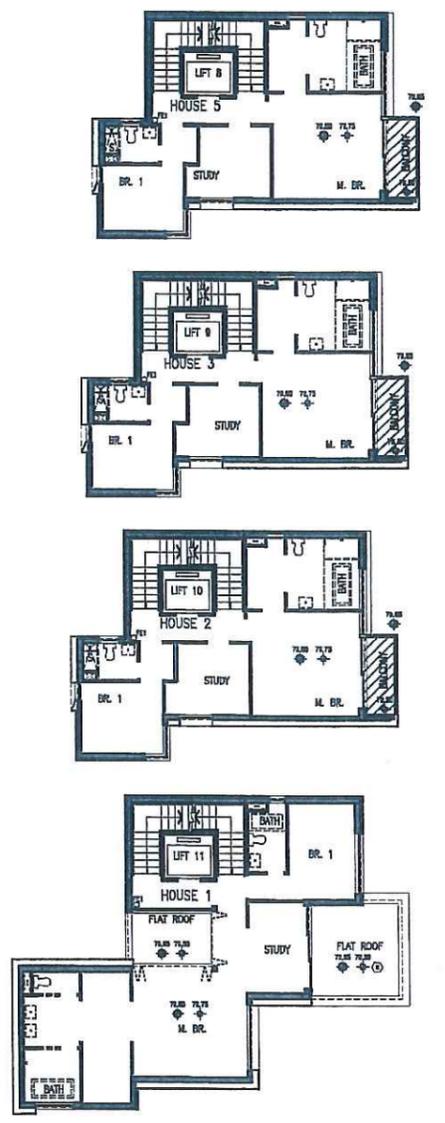
註冊編號 M/N: 10070900250186 A3B

B.D.D. REF. NO. B0 2/9015/03
 F.S.D. REF. NO. FP 8/28170
 CAD REF. NO. X:\J402\DMC\SA-07\J402.DWG

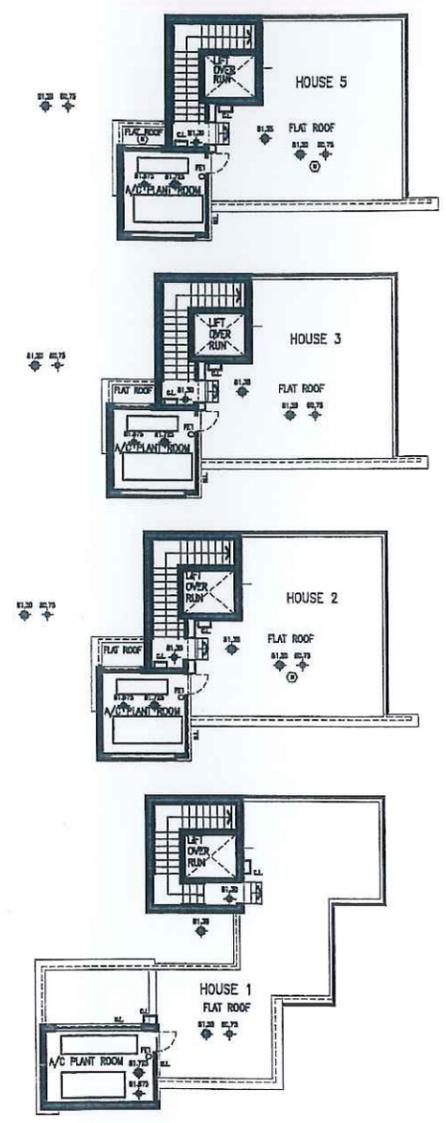
notes
 WHITE HATCHED
 BLACK
 BALCONIES (GREEN FEATURE)



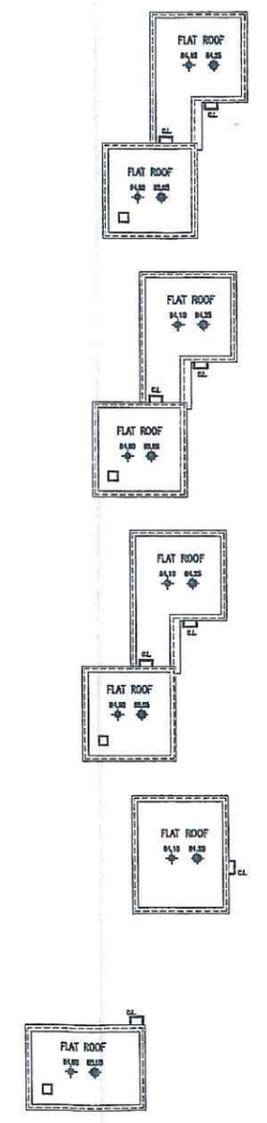
FIRST FLOOR PLAN HOUSE 1 - 3, 5
 (5/F. AT LEV. 72.75)



SECOND FLOOR PLAN HOUSE 1 - 3, 5



FLAT ROOF PLAN HOUSE 1 - 3, 5



FLAT ROOF PLAN HOUSE 1 - 3, 5

REV.	DESCRIPTION	DATE
E	GENERAL REVISION	30-01-2009
D	GENERAL REVISION	22-12-2008
C	GENERAL REVISION	29-09-2008
B	GENERAL REVISION	14-06-2008
A	GENERAL REVISION	13-05-2008

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DRAWING TITLE
 TRIPLEX UNITS -
 1ST FL., 2ND FL., ROOF
 AND TOP ROOF PLAN

SCALE	1 : 400	PRINTED	22-12-2008
CHECKED	TH	DATE	7-12-2007
DRAWN	TH	DATE	7-12-2007
JOB NO.	J402	DRAWING NO.	SA-07
REV.			E

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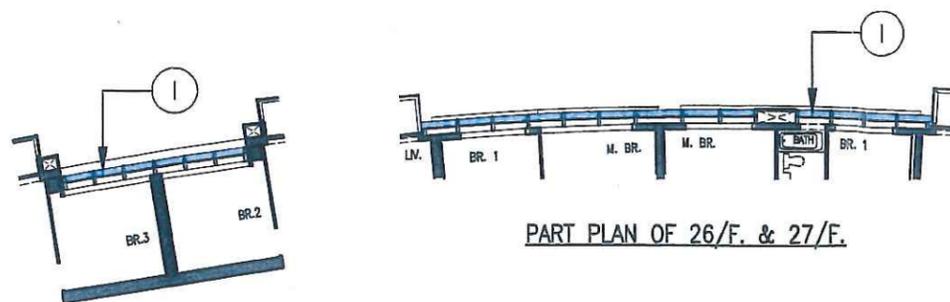

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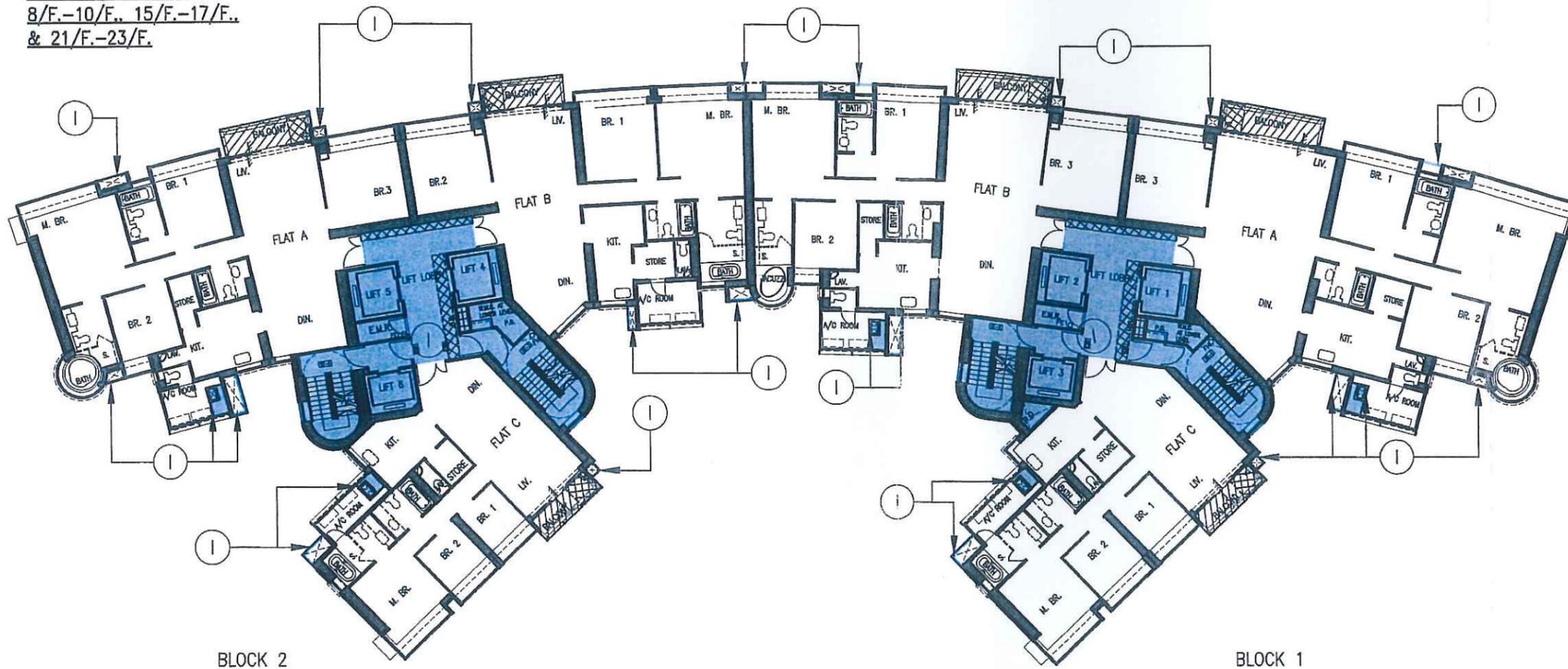


註冊摘要編號 M/N: 10070900250186 A3C



PART PLAN OF 26/F. & 27/F.

PART PLAN OF BLOCK 2
8/F.-10/F., 15/F.-17/F.,
& 21/F.-23/F.



6TH TO 27TH FLOOR PLAN (BLOCK 1 & 2)
(14TH & 24TH FLOOR OMITTED)

B.D.D. REF. NO. BD 2/9015/03
F.S.D. REF. NO. FP 8/2B170
CAD REF. NO. X:\J402\DMC\SA-03&04(J402).DWG

- notes
- BLOCK COMMON AREAS
 - INDIGO CROSSED BLACK
 - WIDER CORRIDORS FOR BLOCK (GREEN FEATURE)
 - WHITE HATCHED BLACK
 - BALCONIES (GREEN FEATURE)
 - WHITE CROSSED BLACK
 - UTILITY PLATFORMS (GREEN FEATURE)

E	GENERAL REVISION	30-03-2009
D	GENERAL REVISION	22-12-2008
C	GENERAL REVISION	29-09-2008
B	GENERAL REVISION	14-05-2006
A	GENERAL REVISION	13-05-2006
REV.	DESCRIPTION	DATE

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DRAWING TITLE
HIGH - RISE APTS. - 6TH-13TH, 15TH-23RD & 25TH-27TH TYPICAL FLOOR PLAN

SCALE	1 : 250	PRINTED	22-12-2008
CHECKED	DATE		
DRAWN	TH	DATE	7-12-2007
JOB NO.	J402	DRAWING NO.	SA-08
		REV.	E

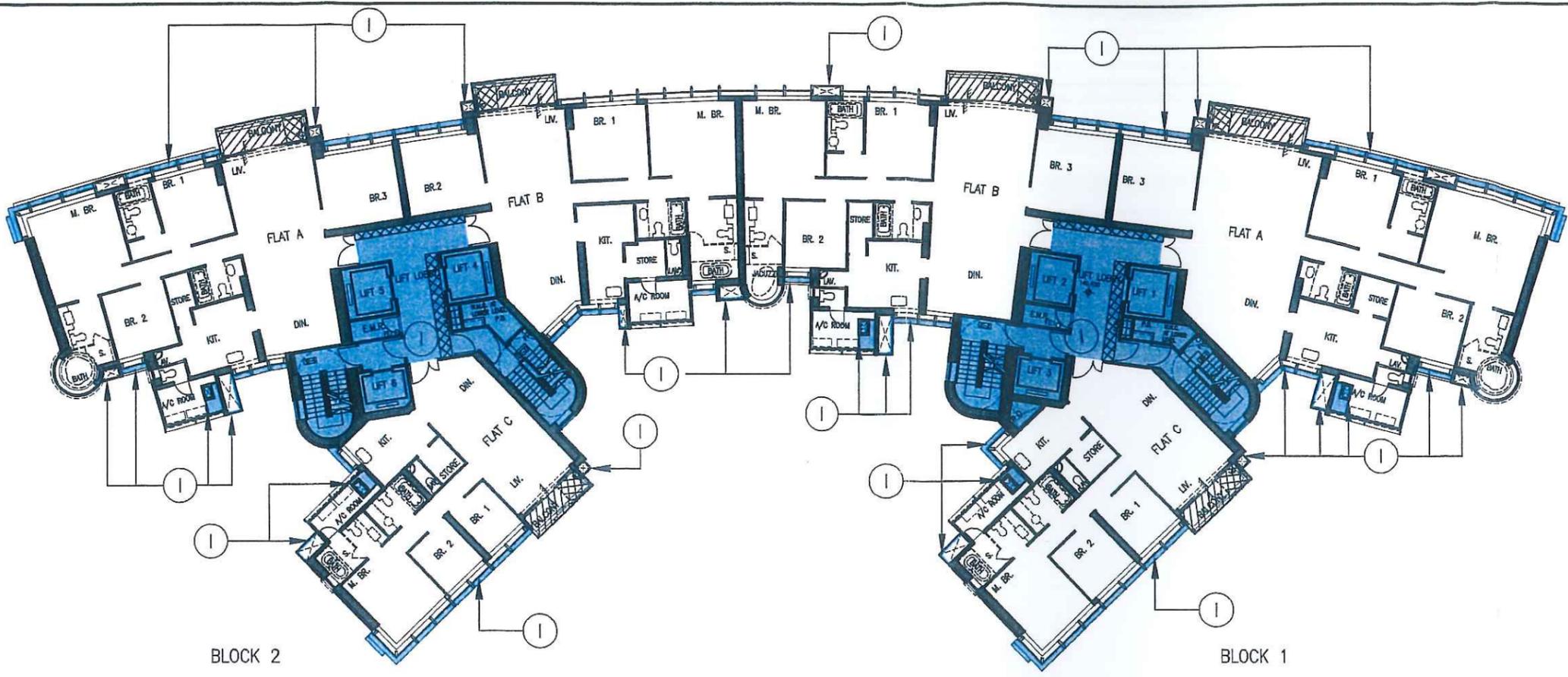
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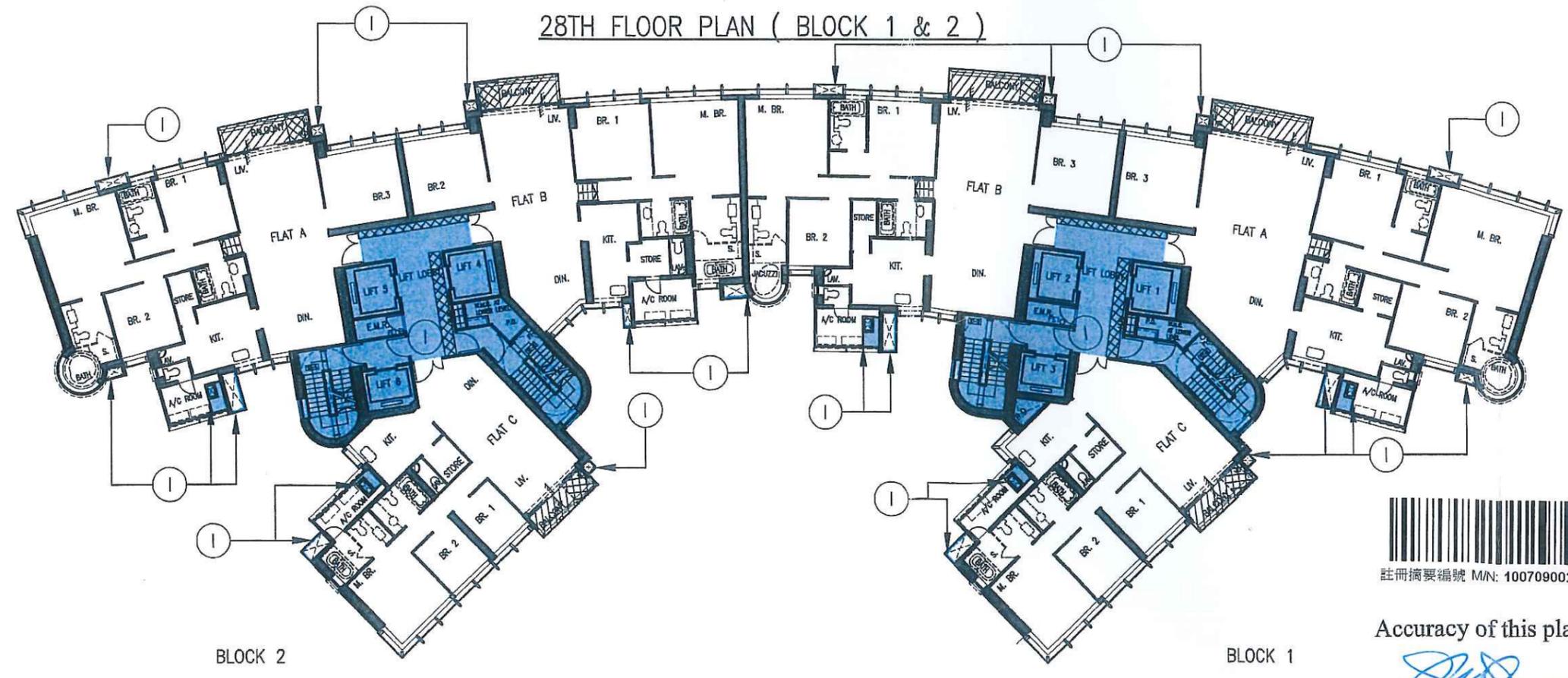
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- notes
-  BLOCK COMMON AREAS
 -  INDIGO CROSSED BLACK
 -  WIDER CORRIDORS FOR BLOCK (GREEN FEATURE)
 -  WHITE HATCHED BLACK
 -  BALCONIES (GREEN FEATURE)
 -  WHITE CROSSED BLACK
 -  UTILITY PLATFORMS (GREEN FEATURE)



28TH FLOOR PLAN (BLOCK 1 & 2)



29TH FLOOR PLAN (BLOCK 1 & 2)

REV.	DESCRIPTION	DATE
E	GENERAL REVISION	30-03-2009
D	GENERAL REVISION	22-12-2008
C	GENERAL REVISION	29-09-2008
B	GENERAL REVISION	11-06-2008
A	GENERAL REVISION	13-05-2008

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DRAWING TITLE
 HIGH - RISE APTS. - 28TH FLOOR PLAN & 29TH FLOOR PLAN

SCALE	1 : 250	PRINTED	22-12-2008
CHECKED		DATE	
DRAWN	TH	DATE	7-12-2007
JOB NO.	J402	DRAWING NO.	SA-09
		REV.	E



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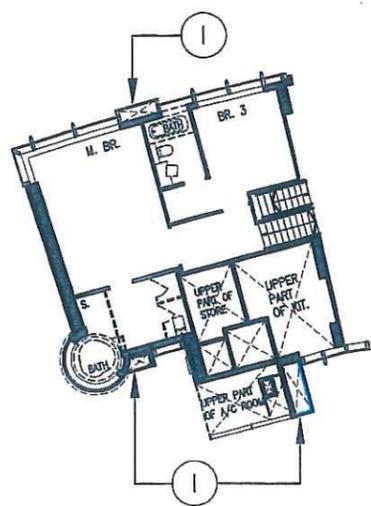
Simon S. M. Kwan
 19 JUN 2009

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 B. Arch (Hons.), Ph.D., RIBA, MCSD, FHKIA, FRAIA
 Authorized Person, Registered Architect

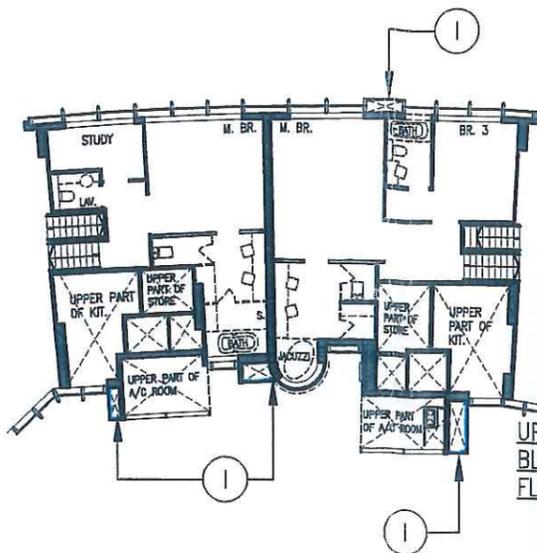
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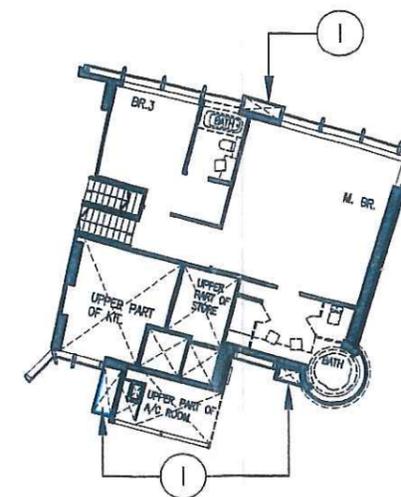
註冊摘要編號 M/N: 10070900250186 A3C



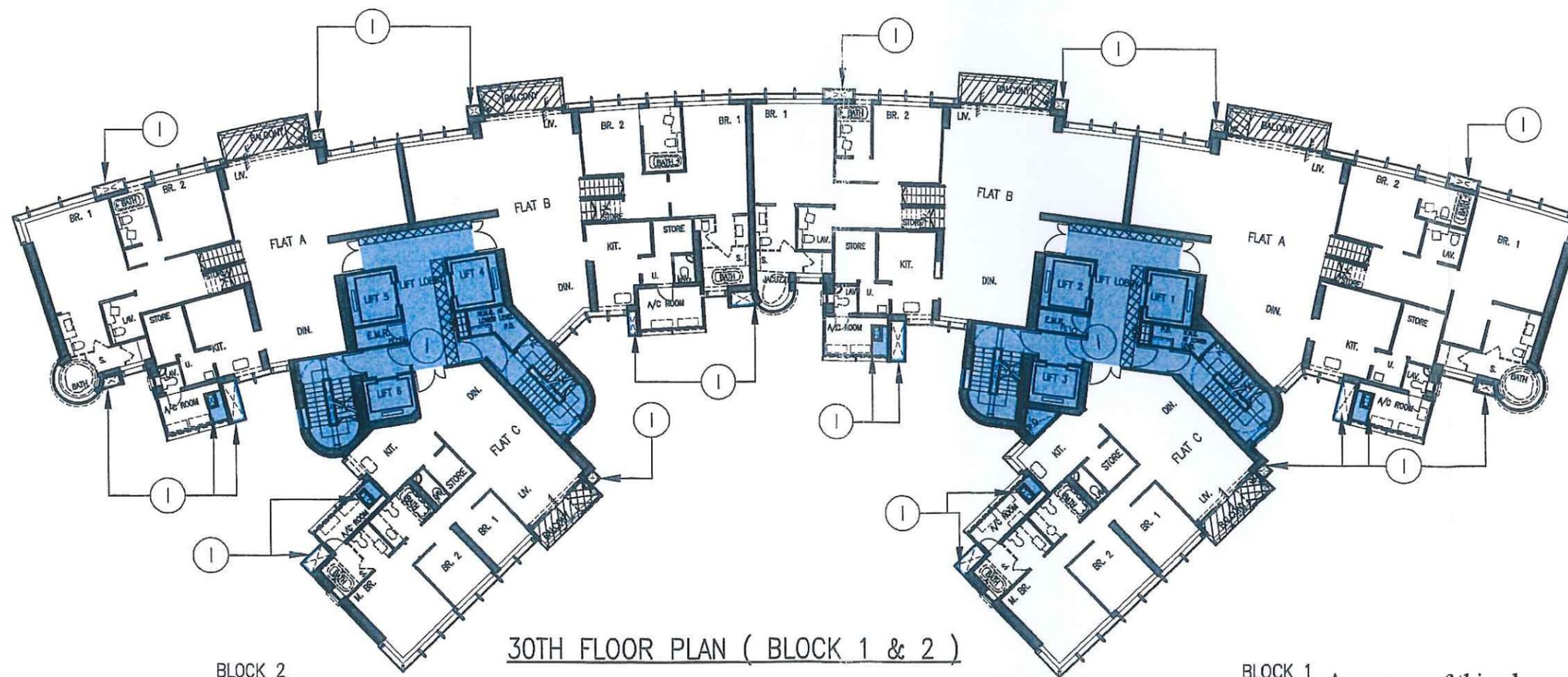
UPPER PART OF 30TH FLOOR
BLOCK 2 FLAT A FLOOR PLAN



UPPER PART OF 30TH FLOOR
BLOCK 1 FLAT B & BLOCK 2
FLAT B FLOOR PLAN



UPPER PART OF 30TH FLOOR
BLOCK 1 FLAT A FLOOR PLAN



30TH FLOOR PLAN (BLOCK 1 & 2)

BLOCK 2

BLOCK 1

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[Signature]
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F.S.D. REF. NO. FP 8/2B17D
CAD REF. NO. X:\J402\DMC\SA-10(J402).DWG

notes

- BLOCK COMMON AREAS
- INDIGO CROSSED BLACK
- WIDER CORRIDORS FOR BLOCK (GREEN FEATURE)
- WHITE HATCHED BLACK
- BALCONIES (GREEN FEATURE)
- WHITE CROSSED BLACK
- UTILITY PLATFORMS (GREEN FEATURE)

E	GENERAL REVISION	30-03-2009
D	GENERAL REVISION	22-12-2008
C	GENERAL REVISION	23-09-2008
B	GENERAL REVISION	14-05-2008
A	GENERAL REVISION	13-05-2008
REV.	DESCRIPTION	DATE

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SCALE 1 : 250 PRINTED 22-12-2008

CHECKED DATE

DRAWN TH DATE 7-12-2007

JOB NO. J402 DRAWING NO. SA-10 REV. E

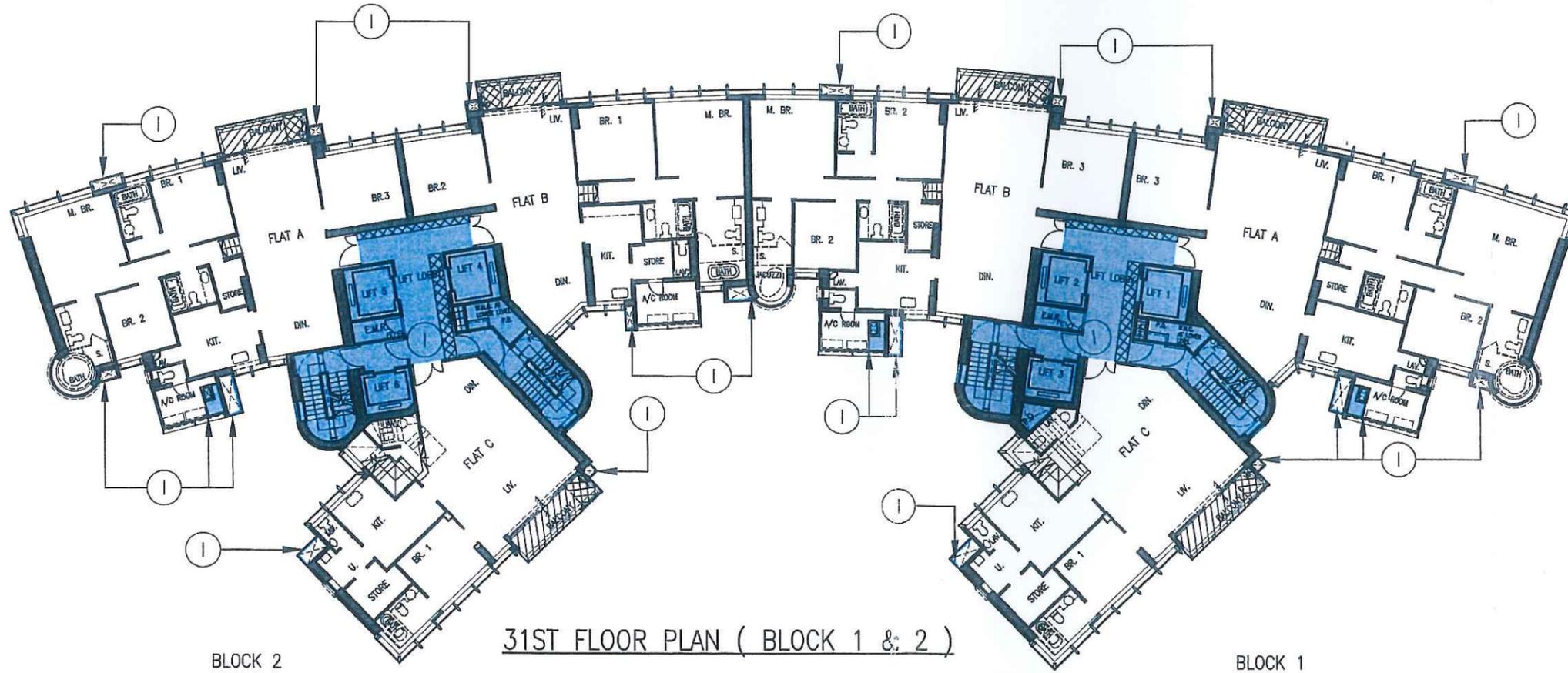
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註冊編號 M/N: 10070900250186 A3C

B.D.D. REF. NO. BD 2/0015/03
 F.S.D. REF. NO. FP 8/20170
 CAD REF. NO. X:\402\DMC\SA-11(J402).DWG

- notes
-  BLOCK COMMON AREAS
 -  INDIGO CROSSED BLACK
 - WIDER CORRIDORS FOR BLOCK (GREEN FEATURE)
 -  WHITE HATCHED BLACK
 - BALCONIES (GREEN FEATURE)
 -  WHITE CROSSED BLACK
 - UTILITY PLATFORMS (GREEN FEATURE)



31ST FLOOR PLAN (BLOCK 1 & 2)

BLOCK 2

BLOCK 1

E	GENERAL REVISION	30-03-2009
D	GENERAL REVISION	22-12-2008
C	GENERAL REVISION	29-09-2008
B	GENERAL REVISION	14-06-2008
A	GENERAL REVISION	13-05-2008
REV.	DESCRIPTION	DATE

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DRAWING TITLE
 HIGH - RISE APTS. - 31ST FLOOR PLAN

SCALE	1 : 250	PRINTED	22-12-2008
CHECKED		DATE	
DRAWN	TH	DATE	7-12-2007
JOB NO.	J402	DRAWING NO.	SA-11
		REV	E

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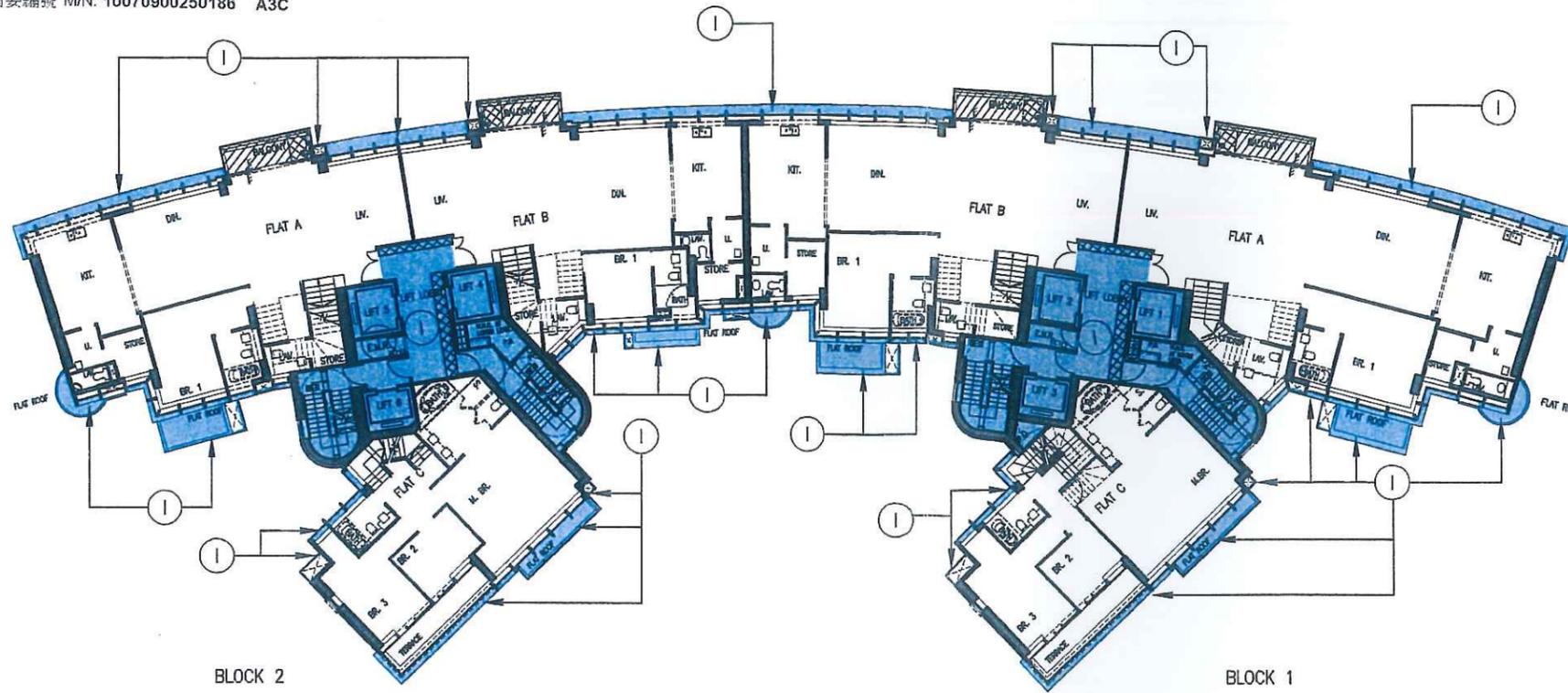
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 B. Arch.(Hons.), Ph.D., RIBA, MCSD, FHKIA, FRAIA
 Authorized Person, Registered Architect

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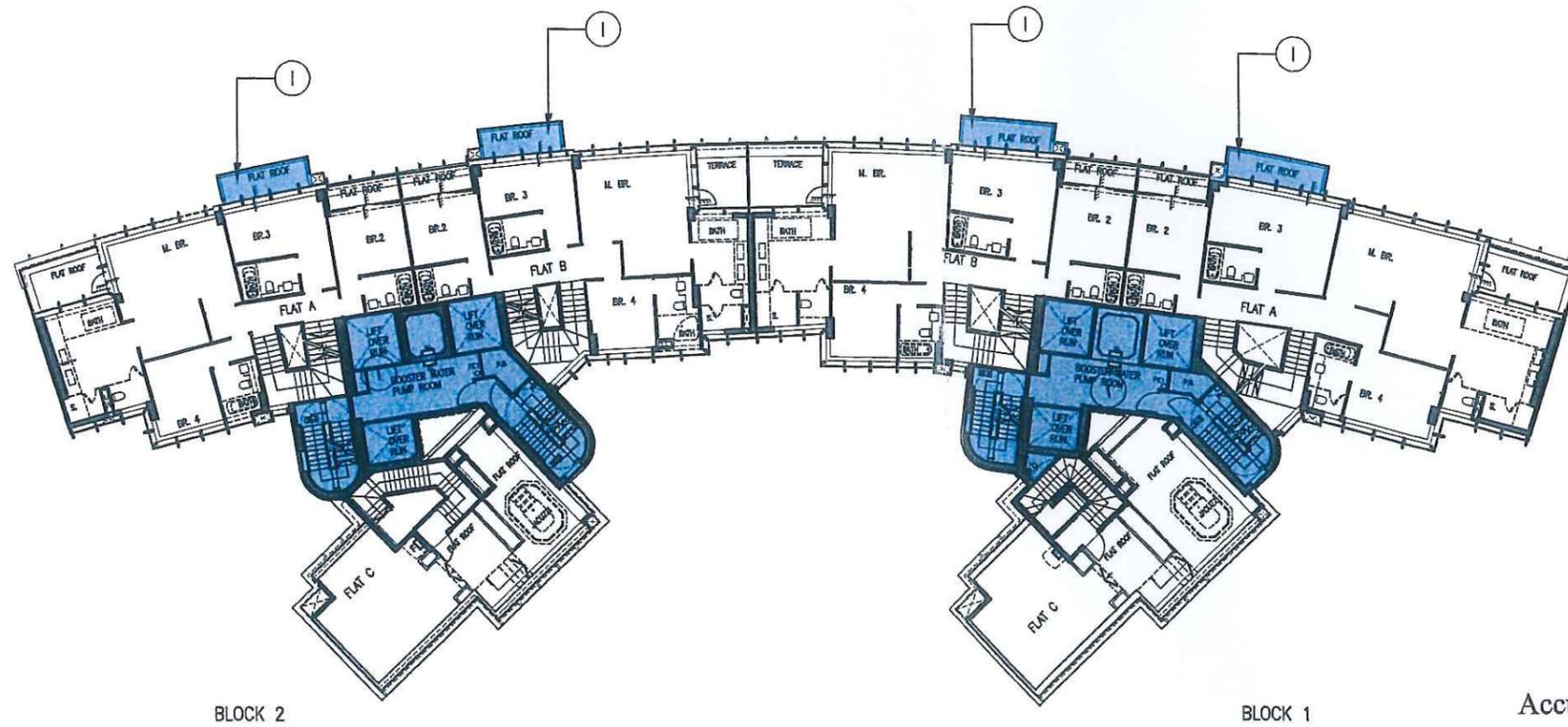




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32ND FLOOR PLAN (BLOCK 1 & 2)



33RD FLOOR PLAN (BLOCK 1 & 2)

B.D.D. REF. NO. BD 2/015/03
F.S.D. REF. NO. FP 8/28170
CAD REF. NO. X:\402\DMC\SA-12(402).DWG

- notes
-  BLOCK COMMON AREAS
 -  INDIGO CROSSED BLACK
 - WIDER CORRIDORS FOR BLOCK (GREEN FEATURE)
 -  WHITE HATCHED BLACK
 - BALCONIES (GREEN FEATURE)
 -  WHITE CROSSED BLACK
 - UTILITY PLATFORMS (GREEN FEATURE)

E	GENERAL REVISION	30-03-2009
D	GENERAL REVISION	22-12-2008
C	GENERAL REVISION	29-09-2008
B	GENERAL REVISION	14-05-2008
A	GENERAL REVISION	13-05-2008
REV.	DESCRIPTION	DATE

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PROPOSED RESIDENTIAL DEVELOPMENT AT S.T.L. NO. 539

DRAWING TITLE
HIGH - RISE APTS. - 32ND FLOOR PLAN & 33RD FLOOR PLAN

SCALE 1 : 250 PRINTED 22-12-2008

CHECKED DATE

DRAWN TH DATE 7-12-2007

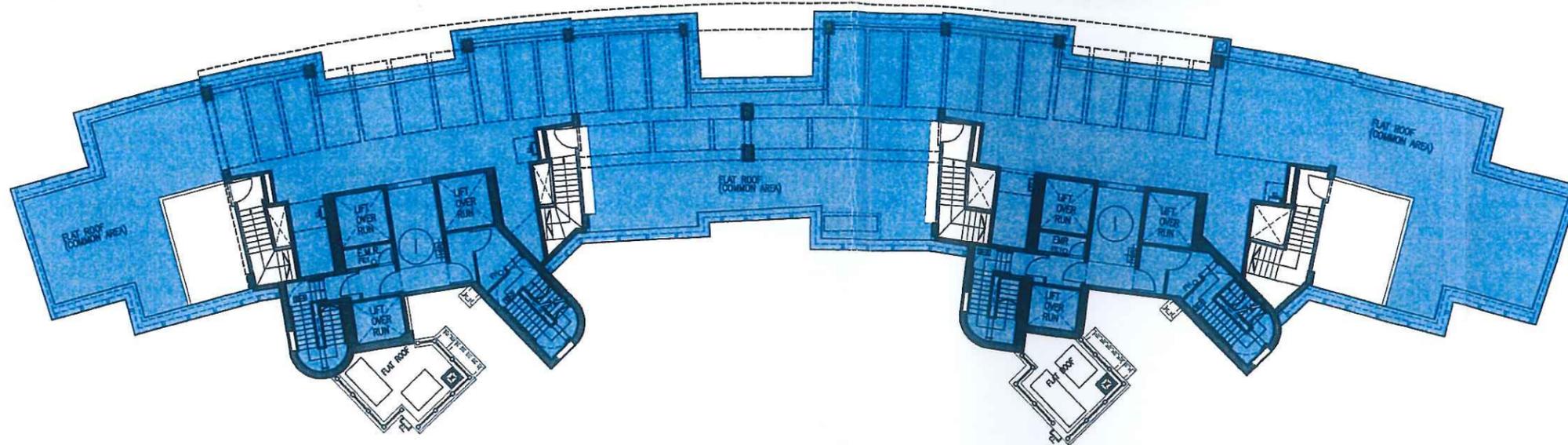
JOB NO. J402 DRAWING NO. SA-12 REV. E

Accuracy of this plan certified by

 7 9 JUN 2009

Simon S. M. Kwan
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Authorized Person, Registered Architect

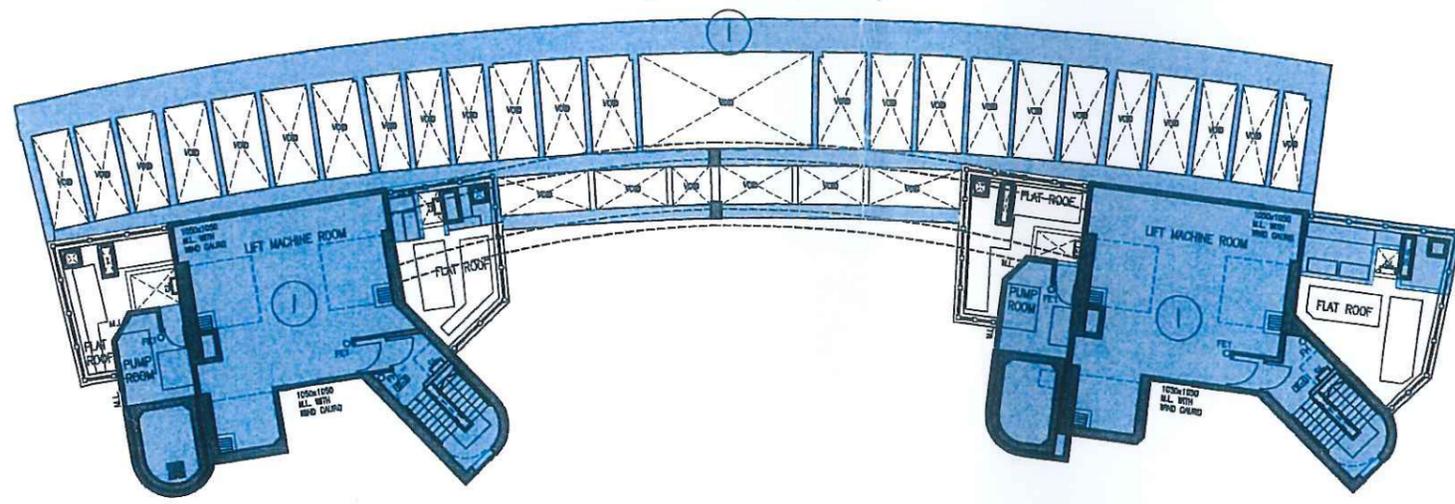
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BLOCK 2

MAIN ROOF PLAN
(REFUGE FLOOR)

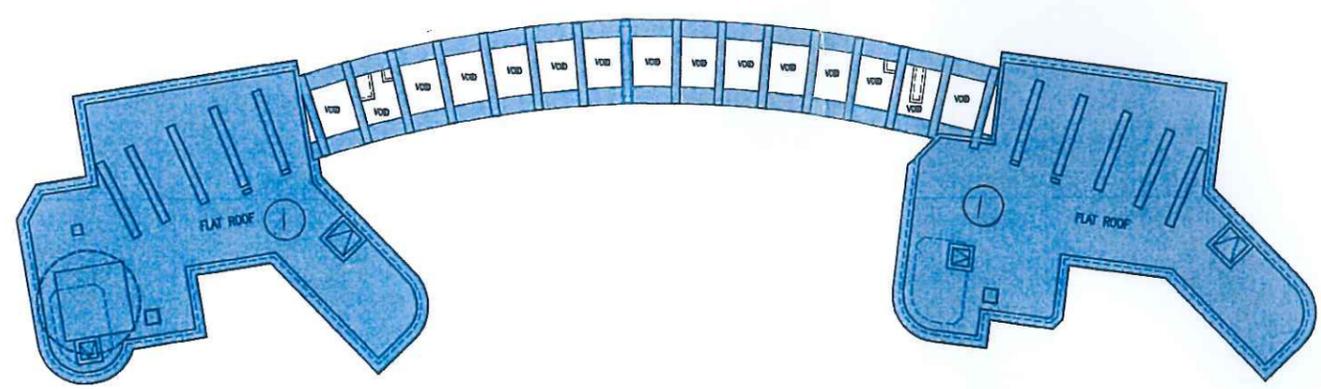
BLOCK 1



BLOCK 2

LIFT MACHINE ROOM FLOOR PLAN

BLOCK 1



BLOCK 2

TOP ROOF PLAN

BLOCK 1

B.D.D. REF. NO. BD 2/0015/03
F.S.D. REF. NO. FP 8/28170
CAD REF. NO. X:\J402\DMC\SA-13(J402).DWG

notes
BLOCK COMMON AREAS

E	GENERAL REVISION	30-03-2009
D	GENERAL REVISION	22-12-2008
C	GENERAL REVISION	29-09-2008
B	GENERAL REVISION	14-08-2008
A	GENERAL REVISION	13-05-2008

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DRAWING TITLE
MAIN ROOF TO TOP ROOF PLAN

SCALE	1 : 250	PRINTED	22-12-2008
CHECKED		DATE	
DRAWN	TH	DATE	7-12-2007
JOB NO.	J402	DRAWING NO.	SA-13
REV			E



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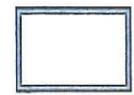
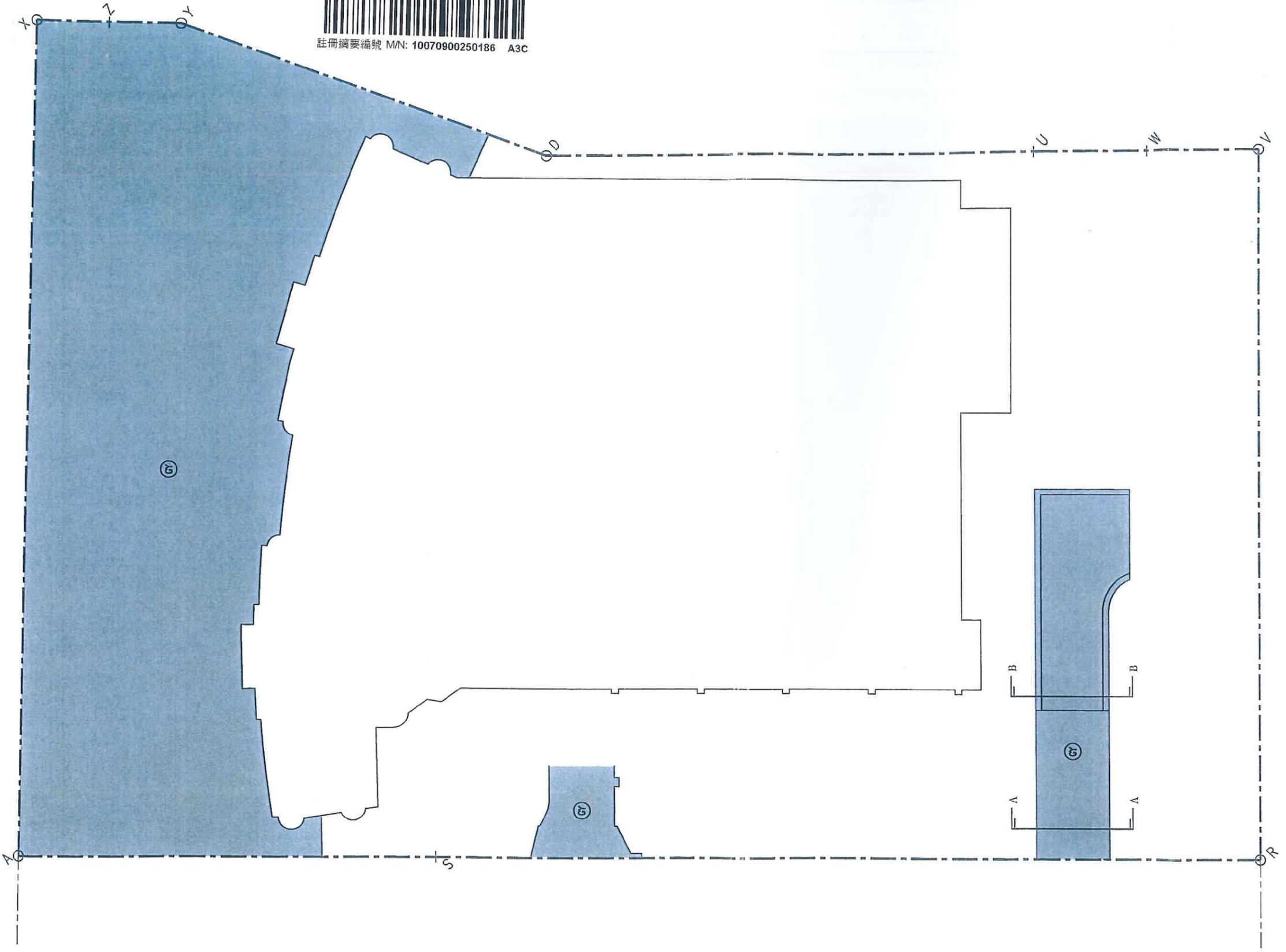
Simon S. M. Kwan
19 JUN 2009

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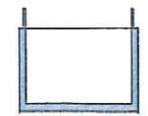
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註冊摘要編號 M/N: 10070900250186 A3C



SECTION A



SECTION B

B.D.D. REF. NO. BD 2/9015/03
 F.S.D. REF. NO. FP 8/28170
 CAD REF. NO. X:\402\DMC\SA-14(J402).DWG

notes

 SLOPE AND RETAINING STRUCTURES FORMED WITHIN THE LOT

E	GENERAL REVISION	30-03-2009
D	GENERAL REVISION	22-12-2008
C	GENERAL REVISION	29-05-2008
B	GENERAL REVISION	14-05-2008
A	GENERAL REVISION	13-05-2008
REV.	DESCRIPTION	DATE

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DRAWING TITLE
 SLOPE & RETAINING STRUCTURE PLAN

SCALE	1 : 400	PRINTED	22-12-2008
CHECKED	TH	DATE	7-12-2007
DRAWN	TH	DATE	7-12-2007
JOB NO.	J402	DRAWING NO.	SA-14
REV.			E

Accuracy of this plan certified by

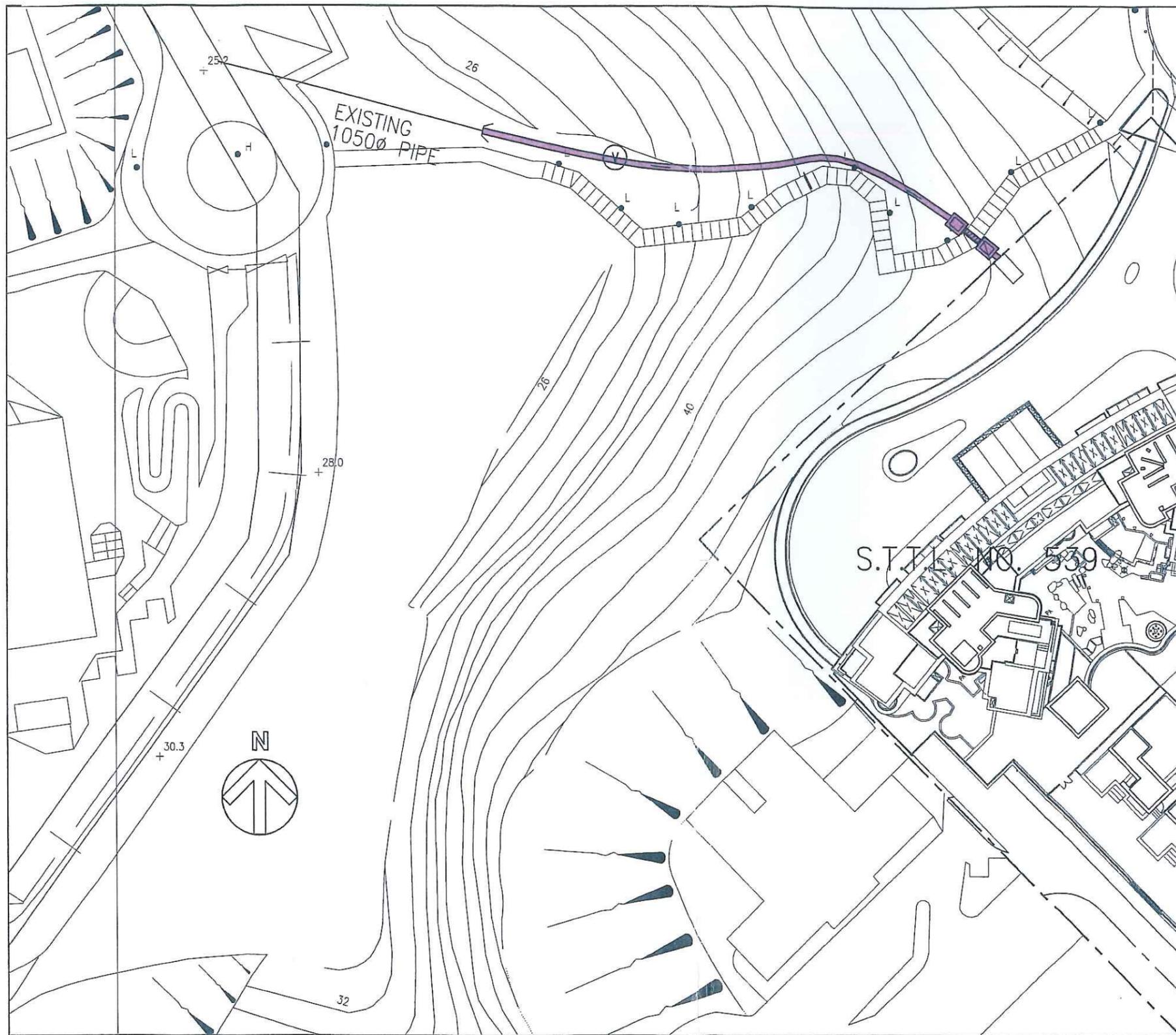
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LOCATION PLAN

B.D.D. REF. NO. BD 2/0015/03
 F.S.D. REF. NO. FP B/28170
 CAD REF. NO. X:\J402\DMC\SA-15(J402).DWG

notes



LOCATION OF 675 U-CHANNEL OUTSIDE THE LOT

REV.	DESCRIPTION	DATE
D	GENERAL REVISION	22-12-2008
C	GENERAL REVISION	23-09-2008
B	GENERAL REVISION	14-08-2008
A	GENERAL REVISION	13-05-2008

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JOB TITLE
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DRAWING TITLE
 LOCATION PLAN OF 675 U-CHANNEL

SCALE	1: 400	PRINTED	22-12-2008
CHECKED		DATE	
DRAWN	TH	DATE	7-12-2007
JOB NO.	J402	DRAWING NO.	SA-15
		REV	D

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