


THIS DEED is made the 13th day of August 2019

BETWEEN :-

- (1) WINJOY DEVELOPMENT LIMITED (榮彩發展有限公司) whose registered office is situate at 72-76/F., Two International Finance Centre, 8 Finance Street, Central, Hong Kong ("the First Owner" which expression shall where the context so admits include their respective successors and assigns) of the first part,
- (2)  ("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) of the second part, and
- (3) WELL BORN REAL ESTATE MANAGEMENT LIMITED (偉邦物業管理有限公司) whose registered office is situate at 72-76/F., Two International Finance Centre, 8 Finance Street, Central, Hong Kong ("the DMC Manager") of the third part.

DEFINITIONS :-

In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires :-

"Advance Payment" means the respective payments to be paid by the Owner of each House under Clause 16(b)(i) hereof or by the Owner of each Flat under Clause 16(b)(ii) hereof or by the Owner of each Parking Space under Clause 16(b)(iii) hereof.

"Authorized Person" means Dr. Lu Yuen Cheung Ronald of Ronald Lu & Partners (Hong Kong) Ltd., which expression shall include any other authorized person or persons for the time being appointed by the First Owner in place of the said Dr. Lu Yuen Cheung Ronald.

"Bicycle Parking Spaces" means all those 24 spaces situated on the Ground Floor of the Estate provided for the parking of bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and shown and coloured brown marked B1-B24 on Plan No.DMC-003 annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person.

"Box Culvert" means the entire box culvert and the associated drains and channels located within the Lot or the adjacent land (whether Government land or otherwise) which are required to be maintained by the Owners in accordance with Special Condition No.(37) of the Government Grant. The Box Culvert is for identification purpose only shown and coloured yellow stippled black and stippled black respectively on Plan Nos. DMC-002 and DMC-031 annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person.

"Building Plans" means the general building plans and specifications in respect of the Estate or in respect of any part or parts of the Estate approved by the Building Authority under Ref. No.BD 2/9304/13 and include any approved amendments thereto.

"Car Park" means such parts of the Basement 2 Floor, Basement 1 Floor and Ground Floor of the Estate constructed in accordance with the car park layout plans approved by and deposited with the Director of Lands in accordance with Special Condition No.(29) of the Government Grant in respect of such parts of the Basement 2 Floor, Basement 1 Floor and Ground Floor of the Estate

for the access and parking of motor vehicles and motor cycles provided under Special Condition Nos.(22) of the Government Grant and for the avoidance of doubt, includes the Parking Spaces, the Car Park Common Areas and Facilities, but excludes the House Parking Spaces, the Visitors' Car Parking Spaces and such parts forming part of the Estate Common Areas and Facilities, Development Residential Common Areas and Facilities and Residential Towers Common Areas and Facilities.

"Car Park Common Areas" means collectively the Car Park Common Areas (Estate) and the Car Park Common Areas (Houses).

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

"Car Park Common Areas (Estate)" means those parts of the Car Park (excluding the Car Park Common Areas (Houses), the Car Park Common Facilities and the Parking Spaces) including but not limited to the driveway and ramps in the Car Park and the passageways and staircases leading to and from the Car Park intended for the common use and benefit of the Parking Spaces and the Visitors' Car Parking Spaces as a whole and not just any particular part thereof which are subject to the provisions of this Deed to be used by each Owner, occupier and user of the Parking Spaces and each user of the Visitors' Car Parking Spaces in common with all other Owners, occupiers and users of the Parking Spaces and all other users of the Visitors' Car Parking Spaces. The Car Park Common Areas (Estate) are for identification purpose only shown and coloured indigo on Plan Nos.DMC-001, DMC-002 and DMC-003 annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) or (ii) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Car Park Common Areas (Estate).

"Car Park Common Areas (Houses)" means those parts of the Car Park (excluding the Car Park Common Areas (Estate), the Car Park Common Facilities and the Parking Spaces) including but not limited to the driveway and ramps in the Car Park and the passageways and staircases (if any) leading to and from the Car Park intended for the common use and benefit of the House Parking Spaces as a whole and not just any particular part thereof which are subject to the provisions of this Deed to be used by each Owner, occupier and user of the House Parking Spaces in common with all other Owners, occupiers and users of the House Parking Spaces. The Car Park Common Areas (Houses) are for identification purpose only shown and coloured indigo stippled black on Plan Nos. DMC-002 and DMC-003 annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) or (ii) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Car Park Common Areas (Houses).

"Car Park Common Facilities" means all those facilities in the Car Park intended for the common use and benefit of the Car Park, the House Parking Spaces and the Visitors' Car Parking Spaces as a whole and not just any particular part thereof which subject to the provisions of this Deed are to be used by each Owner, occupier and user of the Car Park, the House Parking Spaces and the Visitors' Car Parking Spaces in common with all other Owners, occupiers and users of the Car

Park, the House Parking Spaces and the Visitors' Car Parking Spaces and includes but not limited to the electrical and mechanical installation and equipment exclusively for the Car Park, the House Parking Spaces and the Visitors' Car Parking Spaces as a whole and not just any particular part thereof.

"Car Park Management Budget" means the budget to be prepared for the Car Park more particularly described in Clause 15(a)(iv) 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.

"Car Parking Spaces" means all those 391 spaces allocated with independent Undivided Shares and Management Units and provided within the Estate (excluding the House Parking Spaces) in accordance with the car park layout plans approved by and deposited with the Director of Lands in accordance with Special Condition No.(29) of the Government Grant for the parking of motor vehicles belonging to the residents of the Residential Units in the Estate and their bona fide guests, visitors or invitees and "Car Parking Space" means any one of them.

"Common Areas" means collectively the Estate Common Areas, the Development Residential Common Areas, the Residential Towers 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 Development Residential Common Facilities, the Residential Towers Common Facilities and the Car Park Common Facilities.

"Concealed Drainage Pipes" means collectively the Concealed Drainage Pipes of the Houses and the Concealed Drainage Pipes of the Towers.

"Concealed Drainage Pipes of the Houses" means the external drainage pipes enclosed by architectural features serving each of the Houses which form part of such House.

"Concealed Drainage Pipes of the Towers" means the external drainage pipes enclosed by architectural features serving the Towers as a whole which form part of the Residential Towers Common Facilities.

"Development Residential Common Areas" means those parts of the Estate which do not form part of the Units, the Estate Common Areas, the Residential Towers Common Areas or the Car Park Common Areas and are intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit which are subject to the provisions of this Deed to be used by each Owner and occupier of the Residential Units in common with all other Owners and occupiers of the Residential Units and includes but not limited to the Recreational Areas and Facilities, the Loading/Unloading Bays, the steel turning table, the Visitors' Car Parking Spaces (which include the spaces for parking of motor vehicles by disabled persons and provided in accordance with Special Condition No.(22)(b)(i) of the Government Grant), the Bicycle Parking Spaces, the planters, the planters/lawns, the Greenery Areas, areas for the installation or use of aerial broadcast distribution or telecommunication network facilities (if any), the covered landscaped areas, the covered walkways, the horizontal screen, the trellis, the fence walls of any of the Houses adjoining any Common Areas and Facilities or facing the external boundary of the Lot and the external walls of the club house of the Estate which are for identification purpose only (i) shown and coloured brown on Plan Nos. DMC-001, DMC-002, DMC-003, DMC-005, DMC-006, DMC-012, DMC-013, DMC-018, DMC-022, DMC-024 and DMC-029 annexed to this Deed (ii) shown and coloured brown cross-stippled black on Plan Nos. DMC-002, DMC-003 and DMC-005 annexed to this Deed (iii) shown and coloured violet respectively on Plan Nos. DMC-004 and

DMC-004.1 annexed to this Deed (iv) shown and marked with orange line on Plan No. DMC-004 annexed to this Deed and (v) shown and marked with green line on Plan No. DMC-004 annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) or (ii) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Development Residential Common Areas.

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

"Development Residential Common Facilities" means all those facilities in the Estate intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit which are subject to the provisions of this Deed to be used by each Owner and occupier of the Residential Units in common with all other Owners and occupiers of the Residential Units and includes but not limited to the communal aerial, all signal receivers, all lifts, wires, cables, ducts, pipes, drains, the sports and recreational facilities in the Recreational Areas and Facilities and all mechanical and electrical installations and equipment exclusively for the Residential Development.

"Development Residential Management Budget" means the budget to be prepared for the Residential Development more particularly described in Clause 15(a)(ii) hereof.

"Development Residential Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred in relation to the management and maintenance of the Residential Development.

"Electric Vehicle Parking Spaces" means the parking spaces for motor vehicles or motor cycles in the Estate which are provided with electricity charging services for electric motor vehicles or electric motor cycles and "Electric Vehicle Parking Space" means any one of them.

"Estate" means the whole of the development now erected on the Lot in accordance with the Building Plans known as "Eden Manor (高爾夫・御苑)".

"Estate Common Areas" means those parts of the Estate which do not form part of the Units, the Development Residential Common Areas, the Residential Towers Common Areas or the Car Park Common Areas and are intended for the common use and benefit of the Estate as a whole and not just any particular part thereof and which subject to the provisions of this Deed are to be used by each Owner and occupier in common with all other Owners and occupiers of the Estate which said parts include but not limited to such foundations, columns, beams, slabs and other structural supports and elements (that do not belong to or form part of the Units, the Development Residential Common Areas, the Residential Towers Common Areas or the Car Park Common Areas), the Slopes and Retaining Walls (if any), such part of the Sewage Disposal System located within the Lot, such part of the Box Culvert located within the Lot, areas for the installation or use of aerial broadcast distribution or telecommunication network facilities (if any), the management offices, lavatory for watchmen and management staff, caretaker's quarter, the Owners' Corporation/Owners' Committee Office which are for identification purpose only (i) shown and coloured yellow, (ii) shown and coloured yellow stippled black and (iii) shown and coloured yellow hatched black respectively on Plan Nos.DMC-001, DMC-002, DMC-003 and DMC-031 annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of

the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) or (ii) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall 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 in the Estate Common Areas intended for the common use and benefit of the Estate as a whole and not just any particular part thereof which are 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, all 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.

"Estate Management Budget" means the budget to be prepared for the Estate more particularly described in Clause 15(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 excluding the Development Residential Management Expenses, Residential Towers Management Expenses and 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.

"Fire Safety Management Plan" means the fire safety management plan for open kitchen design in respect of the Estate approved or accepted by the Fire Services Department and/or any other relevant Government authority or authorities, including any subsequent amendments, modifications or revisions thereof.

"First Assignee's Unit" means all those 34/51,000th Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy All That Flat C on the 22nd Floor with Balcony and Utility Platform of Tower 7 of the Estate.

"Flats" means the 565 flats in the Towers intended for residential use and "Flat" means any one of them.

"Glass Acoustic Fins" means the acoustic fins which are made of glass and appertaining to the balconies of all those Flats A and Flats G on First Floor to Third Floor, Fifth Floor to Twelfth Floor, Fifteenth Floor to Twenty-third Floor and Twenty-fifth Floor to Twenty-eighth Floor in Tower 7, which are for identification purpose only shown on Plan Nos.DMC-019, DMC-020 and DMC-021 attached hereto.

"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 in respect of the Lot, namely certain Agreement and Conditions of Sale dated 12th December 2013 made between the Government and the First Owner and registered in the Land Registry as New Grant No.21714 under which the First Owner is entitled to a lease for a term of 50 years commencing from 12th December 2013 and shall include any subsequent extensions or variations or modifications thereto or renewals thereof.

"Green Area" means the future public roads referred to in Special Condition No.(2)(a)(i)(I) of the Government Grant.

"Greenery Areas" means those parts of the Lot and the Estate referred to in Special Condition No.(13)(b)(i) of the Government Grant planted with trees, shrubs or other plants for landscape purpose which include the horizontal greening and the vertical greening. The locations and the sizes (in area) of the Greenery Areas are for identification purpose only (i) shown and coloured violet (ii) shown and marked with orange line (iii) shown and marked with green line respectively on Plan Nos. DMC-004 and DMC-004.1 annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person.

"Green and Innovative Features" means the green and innovative features in or forming part of the Estate exempted from the calculation of gross floor area or site coverage or both by the Building Authority and the Director of Lands and includes but not limited to the Non-enclosed Areas.

"Houses" means the 25 houses of the Estate intended for residential use including their respective balconies, stairhoods, flat roofs, roofs, gardens (including swimming pools (if any)), the House Parking Spaces, the Manoeuvring Area, the external walls, the acoustic fins (if any) and the Concealed Drainage Pipes of the Houses in accordance with the Building Plans and "House" means any one of them and the 25 Houses shall collectively be known as "King's Gate (高爾夫・皇殿別墅)".

"House Parking Spaces" means all those 50 parking spaces provided in and forming part of the Houses (2 parking spaces for each House) in accordance with the car park layout plans approved by and deposited with the Director of Lands in accordance with Special Condition No.(29) of the Government Grant for the parking of motor vehicles belonging to the residents of the Houses and their bona fide guests, visitors or invitees and "House Parking Space" means any one of them.

"Lot" means all that piece or parcel of ground registered in the Land Registry as Lot No.2640 in Demarcation District No.92.

"Loading/Unloading Bays" means the one space situated on Ground Floor of the Estate and shown and coloured brown and marked L1 on Plan No.DMC-003 and the seven spaces situated on the Basement 1 Floor of the Estate and shown and coloured brown and marked L2-L8 on Plan No.DMC-002 annexed to this Deed for the loading and unloading of goods vehicles in connection with the Residential Development.

"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.

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

"Management Budgets" means collectively the Estate Management Budget, the Development Residential Management Budget, the Residential Towers 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 all costs, charges and expenses to be borne by the Owners and shall collectively include the Estate Management Expenses, the Development Residential Management Expenses, the Residential Towers Management Expenses and the Car Park Management Expenses.

"Management Funds" means the monthly contributions by the Owners and all monies received, recovered or held by the Manager pursuant to this Deed for the daily management of the Estate other than the Special Fund. Such funds shall be established and maintained by the Manager including interest and charges to defray the cost of the exercise of the Manager's powers and the performance of its duties under this Deed and the Building Management Ordinance (Cap. 344) and to pay the Management Expenses.

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

"Manager" means the DMC 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.

"Manager's Fee" means the remuneration of the Manager as hereinafter provided.

"Manoeuvring Area" means the manoeuvring area forming part of a House for the purpose manoeuvring the parking of motor vehicles in the House Parking Spaces of such House;

"Motor Cycle Parking Spaces" means all those 27 spaces situated on the Basement 1 Floor of the Estate and shown and marked M1-M27 on Plan No.DMC-002 and all those 16 spaces situated on the Basement 2 Floor of the Estate and shown and marked M28-M43 on Plan No.DMC-001 annexed to this Deed provided in accordance with the car park layout plans approved by and deposited with the Director of Lands in accordance with Special Condition No.(29) of the Government Grant for the parking of motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and "Motor Cycle Parking Space" means any one of them.

"NIA" means the Noise Impact Assessment Report approved by the Director of Environmental Protection on the 10th day of November 2014 and including any subsequent amendment(s) thereto.

"Noise Mitigation Measures" means the noise mitigation measures mentioned in the NIA, including but not limited to the acoustic fins (including the Glass Acoustic Fins), barriers, vertical fins, acoustic balconies, blank facade or fixed window/glazing equipped with 500 mm openable sash (locked and fixed by removable handle) for maintenance only (not for ventilation).

"Non-enclosed Areas" means (i) the balcony marked "BAL." forming part of a Residential Unit and shown hatched black on Plan Nos.DMC-005 to DMC-009 (both inclusive), DMC-013 to DMC-015 (both inclusive), DMC-019 to DMC-021 (both inclusive), DMC-024 to DMC-026 (both inclusive) and DMC-030 annexed to this Deed and the covered areas beneath the balconies including the covered areas underneath the lowest balcony; and (ii) the utility platform marked "U.P." forming part of a Residential Unit and shown cross-hatched black on Plan Nos. DMC-005 to DMC-009 (both inclusive), DMC-013 to DMC-015 (both inclusive), DMC-019 to DMC-021 (both inclusive) and DMC-024 to DMC-026 (both inclusive) annexed to this Deed and the covered areas underneath the utility platforms including the covered areas underneath the lowest utility platform, the accuracy of which is certified by or on behalf of the Authorized Person. Particulars thereof are mentioned in Clause 42 of the Third Schedule hereto.

"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.

"Open Kitchen Unit" means a Flat of which the kitchen is of open kitchen design, that is, the kitchen is not separated from the rest of the Flat by full enclosure comprising walls and door. The Open Kitchen Units are all those Flats in Tower 7 which are for identification purpose only shown on Plan Nos. DMC-005, DMC-019, DMC-020 and DMC-021, AND "Open Kitchen Units" shall be construed accordingly.

"Owner" shall be as defined in the Building Management Ordinance (Cap.344) and 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 (Cap.128) 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 both mortgagor or chargor and the registered mortgagee or chargee in possession of such Undivided Share or any registered mortgagee or chargee who has foreclosed.

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

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

"Parking Spaces" means collectively the Car Parking Spaces and the Motor Cycle Parking Spaces and "Parking Space" means any one of them.

"Provision of Special Fund" means expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and Facilities and the costs of the relevant investigation works and professional services.

"Recreational Areas and Facilities" means and includes the areas and the facilities within and forming part of the club house of the Estate, for use by the Owners or residents of the Residential Units and their bona fide visitors and by no other person or persons for recreational purposes which form part of the Development Residential Common Areas and Facilities and for identification purpose shown and coloured brown cross-stippled black on Plan Nos. DMC-002, DMC-003 and DMC-005 annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person.

"Residential Development" means such parts of the Estate comprising (inter alia) the Houses, the Towers, the Development Residential Common Areas and Facilities and the Residential Towers Common Areas and Facilities constructed on the Lot in accordance with the Building Plans.

"Residential Towers Common Areas" means those parts of the Residential Development intended for the common use and benefit of all Flats as a whole and not just any particular Flat and which subject to the provisions of this Deed are to be used by each Owner and occupier of any Flat in common with all other Owners and occupiers of the other Flats which said parts include but not limited to

- (a) the external walls of the Towers from the First Floor and above (but excluding the external walls of First Floor of Tower 1 and Tower 2 enclosing such part of the club house which shall form part of the Development Residential Common Areas) including
 - (1) the claddings and the architecture fins and features thereon;
 - (2) the air-conditioner platforms (including the louvers or grilles thereof (if any)) adjacent to the Flats;
 - (3) the curtain wall structure of the Towers of the Estate (except the openable parts of the curtain wall structure and such pieces of glass panels wholly enclosing or fronting a Flat, which said openable parts and glass panels shall form parts of the relevant Flats)

BUT excluding the Glass Acoustic Fins, the glass balustrades or railings of the balconies, utility platforms, flat roofs or specified parts of roofs which form parts of the relevant Flats; for the

avoidance of doubt, any glass panel forming part of the curtain wall structure of the Towers of the Estate that does not wholly enclose a Flat but extends across two or more Flats shall form part of the Residential Towers Common Areas;

- (b) the wider common corridors and lift lobbies at floors of Tower 7 of the Residential Development, which are for the purpose of identification only shown and coloured green hatched black on Plan Nos. DMC-005, DMC-019, DMC-020 and DMC-021 annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person;
- (c) the acoustic fins appertaining to the Towers (other than the Glass Acoustic Fins);
- (d) the access openings and the working spaces of the Concealed Drainage Pipes of the Towers for conducting closed-circuit television ("CCTV") imaging device inspection required in Annex 1 of Appendix B of Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers No. APP-93; and
- (e) all those areas (including but not limited to the pipe ducts, the canopies, the common flat roofs, flat roofs for common use and the fan rooms in the Towers) for the purpose of identification only shown and coloured green on Plan Nos. DMC-001 to DMC-003 (both inclusive) and DMC-005 to DMC-029 (both inclusive) annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) or (ii) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Towers Common Areas.

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

"Residential Towers Common Facilities" means all those facilities in the Estate intended for the common use and benefit of all Flats as a whole and not just any particular Flat and which are subject to the provisions of this Deed to be used by each Owner and occupier of the Flats in common with all other Owners and occupiers of the Flats and includes but not limited to the communal aerial, all signal receivers, all lifts, wires, cables, ducts, pipes, drains, the Concealed Drainage Pipes of the Towers and all mechanical and electrical installations and equipment exclusively for the Towers.

"Residential Towers Management Budget" means the budget to be prepared for the Towers more particularly described in Clause 15(a)(iii) hereof.

"Residential Towers 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 Towers.

"Residential Unit" means a unit either with or without open kitchen situated in the Residential Development. For the avoidance of doubt, Residential Units include the Houses and the Flats intended for residential use in accordance with the Building Plans including but not limited to

- (a) the openable parts of the curtain wall structure of the Towers wholly enclosing or fronting the Flat;
- (b) such pieces of glass panels forming part of the curtain wall structure of the Towers and wholly enclosing or fronting the Flat;
- (c) the internal walls and partitions (whether load bearing or structural or not) of or within the Residential Unit;

- (d) the inner half of any walls (other than the external walls of the Towers) and partitions (whether load bearing or structural or not) separating the Residential Unit or any part thereof from any other part(s) of the Estate;
- (e) the columns, beams, floor slabs (and in the event the floor slab is separating the Residential Unit from other part or parts of the Estate, the upper half of such floor slab together with the water-proofing system on top of it), ceiling slabs (and in the event the ceiling slab is separating the Residential Unit from other part or parts of the Estate, the lower half of such ceiling slab) and other structural supports of or within the Residential Unit; and
- (f) the Glass Acoustic Fins, the glass balustrades or railings of the balconies, utility platforms, flat roofs or specified parts of roofs held with and forming part of such Residential Unit as approved under the Building Plans;

AND "Residential Units" shall be construed accordingly.

"Sewage Disposal System" means the sewage disposal system as required or approved by the Director of Environmental Protection under the sewage impact assessment and more particularly shown in drawing no.60314608/1301A titled "Sewage Layout Plan" prepared by the First Owner's consultant, including but not limited to any ancillary sewage holding tanks and pumps provided within the Lot or adjacent land (whether Government land or otherwise) which are required to be maintained by the Owners in accordance with Special Condition No.(40) of the Government Grant. Part of the Sewage Disposal System whether located within or outside the boundary of the Lot, namely, the pressurized sewers, the sewage pumping station on B1/F & B2/F, the twin raising mains and the discharge chamber (manhole DC01) is for identification purpose only shown and coloured (i) yellow hatched black and (ii) hatched black respectively on Plan No. DMC-031 annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person.

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

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

"Slopes and Retaining Walls" means (if any) such slopes, slope treatment works, retaining walls and/or other structures within or outside the Lot the maintenance of which is the liability of the Owners under the provisions of the Government Grant or this Deed.

"Special Fund" means the fund (which may contain separate components) to be established and kept by the Manager in accordance with Clause 20 of this Deed for the purpose of paragraph 4 of the Schedule 7 to the Building Management Ordinance (Cap.344) and the term "Special Fund" shall be construed to mean any one or more component(s) of the Special Fund if the context so required.

"Structures" means such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands in his sole discretion may require as referred to in Special Condition No.(2)(a)(i)(II) of the Government Grant.

"Towers" means the eight towers of multi-storey buildings in the Residential Development erected on the Lot for residential purposes in accordance with the Building Plans and in the singular means one of the Towers.

"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.

"Unit" means a Residential Unit or a Parking Space 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 and shall have the same definition as "flat" under the Building Management Ordinance (Cap.344).

"Visitors' Car Parking Spaces" means the 19 spaces situated on the Basement 2 Floor of the Estate and shown and marked Nos.V01-V19 on Plan No.DMC-001 for the parking of vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Residential Units in the Estate. For the avoidance of doubt, Visitors' Car Parking Spaces Nos.V14, V15, V16, V17, V18 and V19 are provided for the parking of motor vehicles by disabled persons in accordance with Special Condition No.(22)(b)(i) of the Government Grant.

"Works and Installations" means the major works and installations in the Estate as provided in the Sixth Schedule hereto.

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 subject to and with the benefit of the Government Grant.
- (2) The First Owner has developed the Lot in accordance with the Building Plans. An Occupation Permit in respect thereof has been issued.
- (3) For the purposes of sale the Lot and the Estate have been notionally divided into 51,000 Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.
- (4) By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed the First Owner assigned unto the First Assignee the First Assignee's Unit subject to and with the benefit of the Government Gant.
- (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) 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.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

RIGHTS AND OBLIGATIONS OF OWNERS

1. The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the 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 SUBJECT TO the rights and privileges granted to the First Assignee by the said Assignment AND SUBJECT TO the provisions of this Deed so far as they are still subsisting.
2. The First Assignee shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the 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.
3. 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 SECOND SCHEDULE hereto and the express covenants and provisions herein contained.
4. 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 THIRD SCHEDULE hereto so far as the same relate to such Undivided Share held by him or them.
5. Subject to the Government 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.
6.
 - (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 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, tenancies or licences in respect of any Unit or part of the Lot and the Estate.
 - (b) The right to the exclusive use, occupation and enjoyment of any flat roof or part of the roof or any swimming pool shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit of which the flat roof or part of the roof or any swimming pool forms part.

- (c) The right to the exclusive use, occupation and enjoyment of any garden, balcony, yard, flat roof, roof, swimming pool, any House Parking Space and any part of the Manoeuvring Area shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the House with which any garden, balcony, yard, flat roof, roof, swimming pool, any House Parking Space and any part of the Manoeuvring Area forms part.
- 7.
 - (a) Every Owner, his tenants, servants, agents, invitees, visitors and licensees 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 the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit.
 - (b) The Owner of any House together with his tenants, servants, agents, invitees, visitors and licensees 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 the Development Residential Common Areas and Facilities and the Car Park Common Areas (Houses) and the Car Park Common Facilities for all purposes connected with the proper use and enjoyment of his House.
 - (c) The Owner of any Flat together with his tenants, servants, agents, invitees, visitors and licensees 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 the Development Residential Common Areas and Facilities and Residential Towers Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Flat.
 - (d) The Owner of any Parking Space together with his tenants, servants, agents, invitees, visitors and licensees 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 the Car Park Common Areas (Estate) and the Car Park Common Facilities for all purposes connected with the proper use and enjoyment of his Parking Space.
 - (e) In each of the above cases the right and liberty shall be subject to the provisions of this Deed, the rights of the Manager and the Estate Rules relating thereto.

SECTION II

ADDITIONAL RIGHTS OF THE FIRST OWNER

8. 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 have the right (whether acting by itself or by any of the professionals, contractors and agents engaged, appointed or employed by the First Owner) 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) Full right and liberty at all reasonable times to enter into and upon such parts of the Lot and the Estate not yet sold or assigned by the First Owner from time to time with all necessary equipment, plant and materials for the purposes of completing such parts of the Estate in accordance with the Building Plans and the Government Grant and may, for such purposes, carry out all such works in, under, on or over those parts of the Lot and the Estate as aforesaid as it may from time to time see fit upon giving reasonable 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 for the said purpose PROVIDED THAT the exercise of such right shall not interfere with or affect an Owner's exclusive right to the use, occupation and enjoyment of the Unit which such Owner owns or impede or restrict the access to and from any such Unit or 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 works and shall ensure that such works shall cause the least disturbance and inconvenience and shall indemnify all loss and damage resulting from the First Owner exercising the right under this sub-clause (a).
 - (b) The right to enter into one or more sub-deed(s) of mutual covenant for the purpose of making further provisions for the management maintenance and servicing in respect of any part or parts of the Lot or the Estate which has or have not been sold or assigned not being Common Areas and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof PROVIDED THAT such sub-deed(s) of mutual covenant shall be subject to the prior written approval of the Director of Lands (who may, in his absolute discretion, waive the requirement of such approval) and shall not conflict with the provisions of this Deed and shall not adversely affect the rights of any Owner to hold, use, occupy and enjoy his own Unit and the rights of any Owner to use and enjoy the Common Areas and Facilities.
 - (c) The 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 from time to time in such manner as the First Owner may deem

fit to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner PROVIDED THAT the exercise of this right shall be subject to the approval of Owners at an Owners' meeting convened under this Deed and shall not affect or interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns or impede or restrict the access to or from such Unit and all costs incidental thereto shall be borne by the First Owner solely PROVIDED FURTHER THAT any benefit or concession acquired as a result of such exercise of this right shall be accrued to all Owners and any payment or compensation received in relation to or incidental to such amendments, alteration or variation shall be credited to the Special Fund.

- (d) At all times hereafter but subject to and with the benefit of the Government 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, 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 or license the full and exclusive right and privilege to hold, use, occupy and enjoy any such Unit within the Estate held therewith PROVIDED THAT such dealings shall not contravene the terms and conditions of the Government Grant and this Deed.
- (e) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed having been obtained, 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 including, without limitation, 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 any part or parts of the Common Areas and Facilities PROVIDED ALWAYS THAT the exercise of any of such rights shall not affect or interfere with the exclusive use, occupation or enjoyment by other Owners or occupiers of the Units which such Owners own or affect or interfere with the enjoyment of the Common Areas and Facilities by the Owners and occupiers and PROVIDED THAT any consideration received (including any payment received for the approval) as a result of the exercise of the right under this sub-clause (e) shall form part of the Special Fund.
- (f) Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right 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, footbridges, 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 PROVIDED THAT the exercise of such right shall not affect or interfere with (i) the right of an Owner and/or an occupier to hold, use, occupy and enjoy the part of the Estate which he owns or occupies (as the case may be) and (ii) the enjoyment of the Common Areas and Facilities by the Owners and occupiers.

- (g) 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 (which has or have not been sold or assigned by the First Owner not being Common Areas) which is required to be surrendered or assigned to the Government or dedicated for public use pursuant to the requirement under the Government Grant or whenever required by the Government PROVIDED THAT any benefit or concession acquired as a result of this right shall be accrued to the First Owner and any fee payable or any monetary compensation receivable in connection therewith shall be borne by or accrued to the First Owner AND PROVIDED FURTHER THAT the exercise of this right should not interfere with the other Owners' right to hold, use, occupy and enjoy their Units or impede access to their Units.
 - (h) The right to adjust and/or re-align the boundary of the Lot and to negotiate and agree with the Government in connection therewith PROVIDED THAT the exercise of this right shall be subject to the approval of Owners at an Owners' meeting convened under this Deed and shall not affect or interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns or impede or restrict the access to or from such Unit and any payment (if any) received for the adjustment and/or re-alignment of the boundary of the Lot shall be credited to the Special Fund.
 - (i) The right at its own cost and expense to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Lot and the Estate or partly within the Lot and the Estate and adjoining land to supply utilities services and recreational facilities to the Lot and the Estate PROVIDED THAT the exercise of this right shall not contravene the provisions of the Government Grant and shall be subject to the approval of Owners at an Owners' meeting convened under this Deed and shall not affect or interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns or impede or restrict the access to or from such Unit and any payment (if any) received shall be credited to the Special Fund.
9. (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 8 and the Owners hereby further jointly and severally 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.
- (b) Each Assignment of the Units shall include a covenant in substantially the following terms : "The Purchaser covenants with the Vendor for itself and as agent for Winjoy Development Limited ("the Company") to the intent that such covenants 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 their successors and assigns that :-

- (i) the Covenantee Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 8 of a Deed of Mutual Covenant incorporating Management Agreement dated [*] and the Covenantee 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 Covenantee 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; and
- (iii) the Covenantee Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenantee 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 and the Covenantee 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."

10. For the purpose of Clauses 8 and 9, the expression "the First Owner" shall exclude its assigns.

SECTION III

MANAGER AND MANAGEMENT CHARGES

11. (a) Subject to the provisions of the Building Management Ordinance (Cap.344), the parties hereto have agreed with the DMC Manager for the DMC 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 appointment under this Deed and to be continued thereafter until termination of the DMC Manager's appointment in the manner hereinafter provided PROVIDED THAT nothing herein shall restrict or prohibit the termination of the appointment of the DMC Manager during such initial term or at any time thereafter under the following circumstances :-
- (i) the appointment is terminated by the DMC Manager by giving not less than three (3) calendar months' notice of its intention to resign in writing by sending such notice to the Owners' Committee or where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, by serving such notice on each of the Owners and by displaying such notice in a prominent place in the Estate. For this purpose, service of such notice on an Owner may be effected personally upon the Owner; or by post addressed to the Owner at his last known address; or by leaving such notice at the Residential Unit owned by the Owner or depositing the notice in the Owner's letter box; or
 - (ii) prior to the formation of the Owners' Corporation and upon the passing of a resolution by a majority of votes of the Owners voting either personally or by proxy in an Owners' meeting and supported by the Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities), the appointment of the DMC Manager may be terminated without compensation by the Owners' Committee at any time by giving to the DMC Manager not less than three (3) calendar months' notice of termination in writing; or
 - (iii) in the event that the DMC Manager is wound up or has a receiving order made against it.
- (b) (i) Where an Owners' Corporation has been formed, an Owners' Corporation may, by a resolution of a majority of the votes of the Owners voting either personally or by proxy (for the purpose of this sub-clause (b), only the Owners of Undivided Shares who pay or who are liable to contribute towards the Management Charges relating to those Undivided Shares shall be entitled to vote) and supported by the Owners of not less than 50% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) to be determined at a general meeting convened for the purpose, terminate the DMC Manager's appointment without compensation at any time by the Owners' Corporation giving to the DMC Manager not less than 3 calendar months' notice of termination in writing. In this respect, such resolution shall have effect only if such notice of termination is in writing; and 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 DMC Manager for the payment to the DMC Manager of a sum equal to the amount of remuneration which would have accrued to the DMC Manager during that period; and such notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and such notice and the copy of the resolution is served upon the DMC Manager within 14 days after the date of the meeting. For this purpose, service of such notice and the copy of the resolution required to be served may be given by delivering them personally to the DMC Manager; or by sending them by post addressed to the DMC Manager at its last known address. The reference in this sub-clause (b)(i) above 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.

- (ii) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, sub-clause (b)(i) above applies to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.
- (iii) Sub-clause (b)(ii) above operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the DMC Manager to terminate the appointment of the Manager.
- (c) If a notice to terminate a Manager's appointment is given under sub-clause (b) above :-
 - (i) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (ii) if no such appointment is approved under sub-clause (c)(i) above by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.
- (d) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Estate, and the Owners' Corporation has appointed a Manager under sub-clause (c)(ii) above, the Owners' Corporation shall be deemed to have given that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that sub-clause that may otherwise render that person liable for a breach of that undertaking or agreement.
- (e) Sub-clauses (b) to (d) above are subject to any notice relating to 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.
- (f) Subject to sub-clause (g) below, if the Manager's appointment ends for any reason, the Manager shall, as soon as practicable after the Manager's appointment ends, and in any event within 14 days of the date of the Manager's appointment ends, deliver to the Owners' Committee (if any) or a Manager appointed in its place any movable property in respect of the control, management and administration of the

Lot and the Estate that is under the Manager's control or in the Manager's custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.

- (g) If the Manager's appointment ends for any reason, the Manager shall within 2 months of the date the Manager's appointment ends :-
- (i) 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 ended, 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
 - (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents, plans and other records which are required for the purposes of sub-clause (g)(i) above and have not been delivered under sub-clause (f) above.

12. Upon termination of the Manager's employment in whatever manner this may occur and if the Owners' Corporation has not yet formed, 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 issue of an Occupation Permit covering the same and the execution of this Deed.

13. (a) The Manager's Fee, being the remuneration of the Manager (other than the Owners' Committee when acting as Manager) for the performance of its duties hereunder, shall be 10% of the total annual Management Expenses (excluding the amount for the Manager's Fee itself and any capital expenditure or expenditure drawn out of the Special Fund) reasonably and necessarily 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 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. No variation of the percentage of total annual expenditure against which the Manager's Fee is calculated shall be made except with approval by a resolution of Owners at an Owners' meeting convened under this Deed. Provided That in calculating the Manager's Fee under this Clause, the Owners may by a resolution of Owners at an Owners' meeting under this Deed decide to include in such calculation any capital expenditure or expenditure drawn out of the Special Fund at the rate at which the Manager's Fee is then charged or at any lower rate as the Owners may consider appropriate.

- (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, fringe benefits, severance payment and fees for any staff employed within the Estate, 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.
14. (a) Subject to sub-clauses (c), (e) and (f) 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 management expenditure during that year as specified by the Manager in accordance with sub-clause (b) below.
- (b) In respect of each financial year and to enable the Manager to determine the Management Charges payable by the respective Owners of the Estate, the Manager shall :-
- (i) prepare four separate and independent draft annual Management Budgets under Clause 15(a) of this Deed within 2 months before the start of the financial year setting out the estimated management expenditure of the Lot and the Estate during the financial year;
 - (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 received if deemed appropriate;
 - (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' Corporation 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' Corporation 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 the 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 the 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, 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 expended for the benefit of all Owners or required for the 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 expenses for cultivation, irrigation and maintenance of the planters and landscaped areas on the Common Areas and Facilities;
 - (iii) 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;
 - (iv) the remuneration and related expenses for the provision of property management services for the Lot and the Estate and the cost (including but not limited to salaries, bonuses, fringe benefits, 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;
 - (v) the costs and expenses of inspecting, maintaining and repairing the foundations, columns and other structures (except those structures forming parts of the relevant Units) constructed or to be constructed for the support of the Estate and the drains nullahs sewers pipes water mains and channels and such other areas whether within or outside the Lot that are required to be maintained under the Government Grant;
 - (vi) 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 Expenses and the Government rent (if any) in respect of the Common Areas and Facilities;
 - (vii) the expenses of refuse collection, storage and disposal in respect of the Lot and the Estate and the Common Areas and Facilities;
 - (viii) the premia for insurance of the Common Areas and Facilities against damage by fire and/or such other perils up to the full new reinstatement value thereof and of the Manager for and on behalf of itself as the Manager of the Lot and the Estate and the Owners of the Lot and the Estate against third party or public liability or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;

- (ix) legal and accounting and surveying fees and all other professional fees and costs properly and reasonably incurred by the Manager in carrying out the services provided by this Deed;
- (x) all costs incurred in connection with the maintenance and management of the Common Areas and Facilities;
- (xi) the cost lawfully incurred or to be incurred in inspecting, repairing and maintaining the Slopes and Retaining Walls the maintenance of which is the liability of the Owners under the Government Grant and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual;
- (xii) the licence fees payable to the Government for laying of drains and channels which serve the Estate within or under the Government land adjacent to the Lot;
- (xiii) the costs and expenses of maintaining, repairing and replacing the electric vehicle chargers and associated equipment (if any) provided for the Visitors' Car Parking Spaces, and the electricity charges of the electric vehicle chargers serving the Visitors' Car Parking Spaces;
- (xiv) the costs and expenses of management and maintenance of the whole of the Box Culvert and the whole of the Sewage Disposal System in accordance with Special Condition No.(37) of the Government Grant and Special Condition No.(40) of the Government Grant respectively;
- (xv) any other costs, charges and expenses properly and reasonably incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed in respect of any part or parts of the Lot and the Estate;
- (xvi) any other items of expenditure which in the reasonable opinion of the Manager 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 reasonably and necessarily incurred by the Manager in respect thereof or such due proportion of reasonable expense of support/back up services (if any) which are necessary for the management of the Lot and the Estate which are provided by the headquarters office(s) of the Manager for the Estate as well as any other lands, developments and buildings and for such purposes, the Manager shall be entitled to apportion any such items of expenditure or (as the case may be) a due proportion thereof which directly relate to the administration and/or management and/or maintenance of the Lot and the Estate in such manner as shall be reasonably determined by the Manager;

- (xvii) the costs and expenses for the control, operation, management and maintenance of the Recreational Areas and Facilities;
- (xviii) the costs and expenses for the control, operation, management and maintenance, including any regular maintenance of the permanent artificial lighting system at the staircases of the Common Areas and its back-up automatically activated emergency lighting system;
- (xix) the costs and expenses for the control, operation, management and maintenance of the covered landscaped areas;
- (xx) the costs and expenses for the control, operation, management and maintenance of such part of the Noise Mitigation Measures forming part of the Common Areas and Facilities;
- (xxi) the costs and expenses for the control, operation, management and maintenance of the covered walkways and the horizontal screen;
- (xxii) the costs and expenses for providing suitable CCTV imaging device and trained personnel to operate the device, or for securing a contract with a service provider for conducting inspection of the Concealed Drainage Pipes of the Towers by a suitable CCTV imaging device, including regular inspection on a specified interval as proposed by the Authorized Person or any authorized person (as defined in the Buildings Ordinance (Cap.123)) as appointed by the Manager to alert any early signs of water leakage and pipe joints/pipe brackets conditions; and
- (xxiii) the costs and expenses for the control, management and maintenance of the trellis.

15. (a) The Manager shall prepare the following four separate and independent budgets showing the total management expenditure of the Estate for the ensuing year :-
- (i) the Estate Management Budget which shall show the estimated expenditure of the management and maintenance of the Estate Common Areas and Facilities (excluding Development Residential Management Expenses, Residential Towers Management Expenses and Car Park Management Expenses but including the Manager's Fee);
 - (ii) the Development Residential Management Budget which shall show (aa) the estimated expenditure of the management and maintenance of the Development Residential Common Areas and Facilities (excluding the Estate Management Expenses, the Residential Towers Management Expenses and the Car Park Management Expenses but including the Management Expenses as

specified in Clause 16(e) of this Deed and the Manager's Fee) and (bb) the proportion of the expenditure in accordance with the Estate Management Budget mentioned in (i) above as specified in the Fourth Schedule hereto;

- (iii) the Residential Towers Management Budget which shall show the estimated expenditure of the management and maintenance of the Residential Towers Common Areas and Facilities (excluding the Estate Management Expenses, the Development Residential Management Expenses, the Car Park Management Expenses and the Management Expenses as specified in Clause 16(e) of this Deed but including the Manager's Fee);
- (iv) the Car Park Management Budget which shall consist of two sub-budgets :
 - (1) The first sub-budget for the Car Park Management Budget (relating to the Parking Spaces) shall show :
 - (aa) the proportion of the estimated expenditure of the management and maintenance of the Car Park Common Facilities and the estimated expenditure of the management and maintenance of the Car Park Common Areas (Estate) (excluding the Estate Management Expenses, the Development Residential Management Expenses and the Residential Towers Management Expenses and the Management Expenses as specified in Clause 16(e) of this Deed but including the Manager's Fee); and (bb) the proportion of the expenditure in accordance with the Estate Management Budget mentioned in (i) above as specified in the Fourth Schedule hereto.
 - (2) The second sub-budget for the Car Park Management Budget (relating to the House Parking Spaces) shall show the proportion of the estimated expenditure of the management and maintenance of the Car Park Common Facilities and the estimated expenditure of the management and maintenance of the Car Park Common Areas (Houses) (excluding the Estate Management Expenses, the Development Residential Management Expenses and the Residential Towers Management Expenses and the Management Expenses as specified in Clause 16(e) of this Deed but including the Manager's Fee).

For the avoidance of doubt:

- (A) The Management Expenses under the first sub-budget for the Car Park Management Budget shall be borne by all Owners of the Parking Spaces.
- (B) The Management Expenses under the second sub-budget for the Car Park Management Budget shall be borne by all Owners of the Houses.

- (C) Notwithstanding anything herein contained to the contrary, the amount of the Management Expenses attributable to the management and maintenance of the Car Park Common Facilities referred to in Clause 15(a)(iv)(1)(aa) and Clause 15(a)(iv)(2) above shall be determined by the Manager at its discretion having taking into account the number of parking spaces and the nature and the extent of usage of the Car Park Common Facilities as a whole in a fair and reasonable manner (whose decision shall be conclusive save for manifest error).

It is expressly agreed and declared that each of the above four 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) (1) Subject to sub-clauses (2) and (3) below, 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 HK\$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).
- (2) Subject to sub-clause (3) below, 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 budget 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' Corporation :-
 - (I) the supplies, goods or services are procured by invitation to tender;
 - (II) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and
 - (III) 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' Corporation, and the contract is entered into with the successful tenderer; or
 - (ii) if there is no Owners' Corporation :-
 - (I) the supplies, goods or services are procured by invitation to tender;
 - (II) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and
 - (III) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting

of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer;

- (3) Sub-clauses (1) and (2) 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’ Corporation, if :-

- (I) 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’ Corporation by a supplier; and
- (II) the Owners’ Corporation decides by a resolution of the Owners passed at a general meeting of the Owners’ Corporation 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’ Corporation, if :-

- (I) 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
- (II) 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.

16. (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 having regard to the number of Management Units in respect of his Unit.
- (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 the following manner :-
- (i) The Owner of each House shall pay in advance on the first day of each calendar month (I) 1/12th of the due proportion of the annual expenditure in accordance with the Development Residential Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his House bears to the total number of Management Units allocated to all the Residential Units within the Estate and (II) 1/12th of the due proportion of the annual expenditure in accordance

with the second sub-budget of the Car Park Management Budget which due proportion shall be 1/25th. The number of Management Units allocated to each House shall be those specified in Part (A)(1) of the Fifth Schedule hereto.

- (ii) The Owner of each Flat shall pay in advance on the first day of each calendar month (I) 1/12th of the due proportion of the annual expenditure in accordance with the Residential Towers Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Flat bears to the total number of Management Units allocated to all the Flats within the Estate and (II) 1/12th of the due proportion of the annual expenditure in accordance with the Development Residential Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Flat bears to the total number of Management Units allocated to all Residential Units within the Estate. The number of Management Units allocated to each Flat shall be those specified in Part (A)(2) of the Fifth 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 annual expenditure in accordance with the first sub-budget of the Car Park Management Budget which 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 all the Parking Spaces within the Estate. The number of Management Units allocated to each Parking Space shall be those specified in Part (B) of the Fifth Schedule hereto.

(c) PROVIDED ALWAYS :-

- (i) where at any time any Management Budgets prepared by the Manager are revised as 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 Management Budget divided by the number of complete months from the date of such revised Management 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 Management 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 payable by that Owner for the last month of the preceding financial year.

- (d) Notwithstanding anything herein contained but subject to sub-clause (e) below, where the Manager or the Owners' Corporation 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 use and passage of the Car Park Common Areas (Estate) and the use of Car Park Common Facilities for the purpose of access to and from the Visitors' Car Parking Spaces as referred to in Clause 4 of Part A of the Second Schedule to this Deed shall be paid by the Manager out of the account of the Development Residential Management Budget for the benefit of the Owners of the Parking Spaces by transferring the amount of such Management Expenses to the account of the first sub-budget for the Car Park Management Budget on a monthly basis. The amount of such monthly contribution to the Car Park Management Budget required to be made in respect of each Visitors' Car Parking Space shall be the same amount of the monthly contribution to the Car Park Management Budget payable by the Owner of each Car Parking Space which he owns.
17. (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 financial 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 in accordance with the procedures set out in this Deed or the Building Management Ordinance (Cap.344) 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 contributions 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 financial year.
- (b) In the event of a surplus of income over expenditure for a financial year, the surplus shall be treated as an accumulated surplus for the following financial year.
18. 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 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; and,
 - (c) the expenses for keeping in good and substantial repair and condition of the interior fixtures and fittings, windows and doors of any 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.

19. Where any expenditure relates solely to or is solely for the benefit of the Residential Development, the Houses, the Flats or the Parking Spaces, then the full amount of such expenditure shall be borne by such Owners thereof accordingly.
20.
 - (a) The Manager shall establish and maintain four separate components of the Special Fund respectively for the Estate Common Areas and Facilities, the Development Residential Common Areas and Facilities, the Residential Towers Common Areas and Facilities and the Car Park Common Areas and Facilities to meet the Provision of Special Fund. For the avoidance of doubt, it is expressly declared that the above four separate components of the Special Fund 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 funds.
 - (b) Subject to sub-clause (c) below, each Owner (save and except the First Owner as provided in sub-clause (c) below) shall upon taking up the assignment of his Undivided Shares from the First Owner deposit with the Manager a sum equivalent to two (2) months' management contribution based on the first annual Management Budget as an initial total contribution to the components of the Special Fund relevant to his Unit Provided That if an Owner is liable to contribute to more than one components of the Special Fund, the Manager shall apportion such initial total contribution to such component(s) of the Special Fund 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 the certificate of compliance has been issued) whichever is the later, deposit with the Manager a sum equivalent to two (2) months' management contribution based on the first annual Management Budget as an initial contribution to the Special Fund (including but not limited to the Special Fund for the Estate Common Areas and Facilities) in respect of such unsold Unit(s).
 - (d) Each Owner must covenant with the other Owners that he shall on demand pay to the Manager such further periodic contributions to the components of the Special Fund relevant to his Unit. The amount to be contributed in each financial year and time when those contributions shall be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.
 - (e) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the relevant components of the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
 - (f)
 - (i) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest-bearing account, the title of which shall refer to the Special Fund for the Estate, and shall use such account exclusively for the purpose referred to in sub-clause (a) above.
 - (ii) Without prejudice to the generality of sub-clause (f)(i) above, if the Owners' Corporation has been formed, 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 the Manager from or on behalf of the Owners' Corporation in respect of the Special Fund.

- (iii) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (f)(i) above or sub-clause (f)(ii) above in a prominent place in the Estate.
 - (g) The Manager shall without delay deposit all money received by the Manager in respect of the Special Fund into the account opened and maintained under sub-clause (f)(i) above or, if the Owners' Corporation has been formed, the account or accounts opened and maintained under sub-clause (f)(ii) above.
 - (h) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund 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). The Manager must not use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Estate.
 - (i) The payments made by the Owners towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
21. (a) Except where the First Owner has made payments in accordance with sub-clause (b) below, each Owner (save and except the First Owner) shall upon taking up the assignment of his Undivided Shares from the First Owner :-
- (i) pay to the Manager a sum equivalent to one (1) month's management contribution based on the first annual Management Budget payable by him in respect of his Unit(s) 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 three (3) months' management contribution based on the first annual Management Budget payable by him in respect of his Unit(s) 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;
 - (iii) pay to the Manager in respect of each Residential Unit owned by such Owner a sum equivalent to one (1) month's management contribution based on the first annual Management Budget payable by him in respect of such Residential Unit for defraying expenses for setting up and subsequent dismantle of a refuse collection point and costs for removal of debris therefrom during fitting out or decoration period which sum shall be non-refundable and non-transferrable Provided That any part of such sum not used for the aforesaid purpose shall be paid into such

component of the Special Fund for the Residential Development; and

- (iv) insofar as the First Owner has not made any payment of the deposits referred to in this sub-clause in respect of the relevant Unit or the Owner has not paid the same to the Manager, pay to the Manager a due proportion of the deposits of 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 and such due proportion of the deposits are transferable.

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. The Manager may require the Owners to further contribute to the deposit referred to in Clause 21(a)(ii) above so as to make it up to not more than 25% of the relevant budgeted Management Expenses under the relevant annual Management Budgets per Unit payable by them in respect of their relevant Unit(s) of any subsequent year.

- (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 the certificate of compliance has been issued), whichever is the later:-
 - (i) 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 three (3) months' management contribution based on the first annual Management Budget payable in respect of such unsold Unit(s) 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 transferrable;
 - (ii) pay to the Manager a sum equivalent to one (1) month's management contribution based on the first annual Management Budget in respect of such unsold Residential Unit for defraying expenses for setting up and subsequent dismantle of a refuse collection point and costs for removal of debris therefrom during fitting out or decoration period which sum shall be non-refundable and non-transferrable provided that any part of such sum not used for the

aforesaid purpose shall be paid into the such component of the Special Fund for the Residential Development; and

- (iii) pay to the Manager a due proportion of the deposits of 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 and such due proportion of the deposits are transferrable.
 - (c) In the event where any Owner shall carry out any fitting out work in his own Residential Unit, such Owner shall 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. 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.
22. The Management Charges and all outgoings including 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 (if any) shall be borne and paid by the First Owner. No Owner shall be required to make any payment or reimburse the First Owner for such outgoings.
23. Notwithstanding anything contained in this Deed, the Manager shall be entitled in its discretion :-
- (a) With the agreement of the Owner concerned to levy and to retain an additional charge against such Owner in respect of services rendered by the Manager to the Owner beyond what is provided for in this Deed, provided that such charge shall form part of the Management Funds. The rendering of such additional services by the Manager will not affect the Manager's rendering the normal or usual services to the Owners of the Lot and the Estate as a whole.
 - (b) To charge the Owner concerned a reasonable sum as an administrative fee for granting and processing any consent required from the Manager pursuant to this Deed Provided That such administrative fee shall be held by the Manager for the benefit of all Owners and shall form part of the Special Fund and Provided That the Manager's consent shall not be unreasonably withheld.
24. (a) The Manager may collect from licensees 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 consult with the Owners' Committee or the Owners' Corporation if formed and such sum or sums collected shall form part of the Management Funds.
- (b) All moneys, income fees, charges, penalties or other consideration received by the Manager in respect of the grant of 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 Management Funds and:

- (i) in so far as they arise from or are attributable to the Development Residential Common Areas and Facilities be notionally credited to the budget for Development Residential Management Expenses;
- (ii) in so far as they arise from or are attributable to the Residential Towers Common Areas and Facilities be notionally credited to the budget for Residential Towers Management Expenses;
- (iii) in so far as they arise from or are attributable to the Car Park Common Areas and Facilities be notionally credited to the budget for Car Park Management Expenses;
- (iv) in so far as they arise from or are attributable to the Estate Common Areas and Facilities be notionally credited to the budget for Estate Management Expenses;

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.

25. 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 Special Fund.

26. All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and legal costs (on a solicitor and own client basis) and all other expenses incurred in or in connection with recovering or attempting to recover the same (on a full indemnity 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 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.
27. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this 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 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.

28. 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 26 of this Deed shall apply equally to any such action.
29. 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 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 26 of this Deed shall apply to all such proceedings.
30. Subject to Clause 65 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 Management Funds.
31. 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 Management Funds.
32. 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 maintained by the Manager pursuant to this Deed or in the form of fee or other consideration which the Manager is entitled to charge under this Deed for granting any consent to an Owner 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.
33. 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 Special Fund 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 21 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 Grant being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 65 of this Deed, an appropriate part of the said funds, 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.

34. The first financial year shall, for the purposes of the Management Budgets, commence from the date of this Deed and shall run until the 31st day of December in that year unless that period shall be less than six months in which event the first financial year shall run until the 31st day of December in the following year. Thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of December of that year and such financial year shall not be changed until the expiry of a period of 5 years from the last change of financial year or from the first financial year except with the prior approval by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).
35. (a) (i) 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 Estate and the Manager shall use that account exclusively in respect of the management of the Lot and the Estate.
- (ii) Without prejudice to the generality of sub-clause (a)(i) above, if the Owners' Corporation has been formed, 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 the Manager from or on behalf of the Owners' Corporation in respect of the management of the Estate.
- (iii) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (a)(i) above or sub-clause (a)(ii) above in a prominent place in the Estate.
- (b) Subject to sub-clauses (c) and (d) below, the Manager shall without delay deposit 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)(i) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (a)(ii) above.
- (c) Subject to sub-clause (d) 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 approved or determined from time to time by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).
- (d) The retention of a reasonable amount of money under sub-clause (c) above or the payment of that amount into a current account in accordance with sub-clause (c) above 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 pursuant to the provisions of this Deed).
- (e) 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.

- (f) 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 remain so displayed for at least 7 consecutive days.
36. Within 2 months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that preceding financial year and display a copy thereof in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days. Each income and expenditure account and balance sheet shall be certified by a firm of certified public accountants appointed by the Manager and shall provide an accurate summary of all items of income and expenditure during that preceding financial year including details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund and the amount of money that will be then needed. Prior to the formation of the Owners' Corporation, the Manager shall upon request of the Owners at an Owners' meeting convened under this Deed appoint an accountant or some other independent auditor nominated by the Owners at the said meeting to audit any income and expenditure account and balance sheet prepared by the Manager as aforesaid. If there is an Owners' Corporation and the Owners' Corporation decides by a resolution of the Owners, that any income and expenditure account and balance sheet prepared by the Manager as aforesaid 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 (a) 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 (b) 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.
37. The Manager shall permit any Owner at any reasonable time to inspect the books or records of account and any income and expenditure account or balance sheet prepared pursuant to this Deed. The Manager shall upon payment of a reasonable copying charge for copying the same supply any Owner with a copy or copies of any record or document requested by such Owner.
38. Subject to the provisions of the Government Grant, Building Management Ordinance (Cap.344) and this Deed, each Owner hereby irrevocably APPOINTS the Manager as agent for the period during the term of the Manager's appointment as the Manager of the Lot and the Estate with full power 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. Subject to the provisions of the Building Management Ordinance (Cap.344) and 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 proper management of the Lot and the Estate including in particular 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;
- (b) To manage, maintain and control the parking of vehicles in the Common Areas and Facilities and to remove any vehicles parked in any area not reserved for parking or vehicles parked in any space without the permission of the Manager or (as the case may be) the Owner or occupier of such space;
- (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured to the full new 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 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 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 any elevations, facade, canopies, architectural fixtures and fittings and such parts of the curtain wall structures forming part of the relevant Residential Units and 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 the Green and Innovative Features (other than those parts thereof forming part of a Unit) 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 (if formed) to extend or provide additional facilities as the Manager shall at its reasonable 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 reasonable 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 to the satisfaction of the Government;
- (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 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 (if the proceedings involve the Lands Department) 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, this Deed or the Estate Rules;
- (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 of any provisions of the Government Grant, this Deed or the Estate Rules;
- (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 sole 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 with power to bind all Owners as to any decision reached or action taken in accordance with the provisions of this Deed in relation to any such dealings;
- (ab) Subject to Clause 15(b) above, 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;
- (ac) To enforce the due observance and performance by the Owners and occupiers of the terms and conditions of the Government Grant and this 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 or occupiers of any part of the Estate maintain the Units (including any Green and Innovative Features forming part thereof) 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 occupiers;

- (ae) To charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris provided that such charges shall form part of the Special Fund;
- (af) To charge the Owners by way of reimbursement of all costs and consultants' fee reasonably and necessarily incurred in approving any plans submitted for approval by the Manager where such submission of plans and approval thereto are required under the provisions of this Deed;
- (ag) To charge the Owners by way of reimbursement of all costs and consultant's fees reasonably and necessarily incurred in granting any consent required from the Manager in accordance with the provisions of this Deed. For the avoidance of doubt, such consent must not be unreasonably withheld and the Manager (other than the reimbursement as aforesaid) must not charge any fee other than a reasonable administrative fee for issuing such consent and such fee must be credited to the Special Fund;
- (ah) If the Manager shall in its discretion deem fit 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' Corporation 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' Corporation if formed 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' Corporation if formed;
- (ai) 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 Residential Unit for the purpose of repairing the plumbing and drainage facilities and any other services and facilities 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;
- (aj) To enter with or without workmen or equipment on reasonable written notice (except in case of emergency) into and upon the flat roofs or roofs forming part or parts of a Unit and to repair any drainage and other pipes or any other services and facilities thereon for the common use and benefit of the Owners and for the purpose of such repair to erect thereon scaffolding platform and other equipment (if so required) temporarily for repairing such plumbing and drainage facilities or other services and facilities Provided That the right to erect the scaffolding platform and other equipment at the relevant Unit as aforesaid shall be subject to the consent of the Owner of such relevant Unit (which consent shall not be unreasonably withheld) and as little disturbance as possible shall be caused and provided further that the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents;
- (ak) 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 after prior written notice to the defaulting Owner if the defaulting Owner fails to remedy his default or breach after a reasonable period of time has been given to him to do so;

- (al) To grant such easements, quasi-easements, rights, privileges and licences as it shall be necessary to ensure the efficient management of the Lot and the Estate and the exercise of this right shall be subject to the approval of the Owners at an Owners' Meeting convened under this Deed and shall not contravene the provisions of the Government Grant and shall not interfere with the other Owners' right to hold, use occupy and enjoy their Units nor impede access to their Units, and any payment received shall be credited to the Special Fund;
- (am) 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 hawker is prohibited on the Lot and the Estate prominently near all entrances of the Lot and the Estate;
- (an) 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;
- (ao) To deal with all enquiries, complaints, reports and correspondence relating to the Lot and the Estate as a whole;
- (ap) Subject to the provisions of the Government Grant and the prior approval of the Owners' Committee or the Owners' Corporation (if any) to grant licences to other persons to use such parts of the Common Areas and Facilities which are not prescribed for the sole use and enjoyment by the residents of the Estate and/or their bona fide visitors under the Government Grant 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 form part of the Management Funds and be dealt with in accordance with the provisions of this Deed and PROVIDED FURTHER THAT the Manager's exercise of the said right to grant licences shall not interfere with any Owner's right to hold, use, occupy and enjoy his Unit nor impede any Owner's right of access to his Unit;
- (aq) To remove any dogs, cats or other animals or fowls from the Lot and the Estate if the same are brought into the Lot and the Estate and has been the cause of reasonable complaint (in the sole discretion of the Manager) by the different Owners or occupiers of at least two Residential Units;
- (ar) 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;
- (as) From time to time with the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation if any, to make, revoke or amend the Estate Rules (including but not limited to Estate Rules to require the Owners and occupiers of the Estate to dispose of their rubbish properly for waste separation and recycling purposes) as it shall deem appropriate which shall not be inconsistent with this Deed, the Building Management Ordinance (Cap. 344), or the provisions of the Government Grant;

- (at) Subject as otherwise provided in this Deed to give or withhold its written consent or approval (which shall not be unreasonably withheld) to anything which requires its written consent or approval pursuant to this Deed or the Estate Rules and to impose reasonable conditions or additional conditions including payment of reasonable administrative fees relative thereto and where any consent or approval is required from the Manager by an Owner, any such administrative fees for the granting of such consent or approval shall be held by the Manager for the benefit of the Owners and paid into the Special Fund;
- (au) To control, manage and maintain the management offices, lavatory for watchmen and management staff and the Owners' Corporation/Owners' Committee Office (which form part of the Estate Common Areas);
- (av) 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;
- (aw) Subject to the prior approval of the Owners' Committee and subject to the provision herein or in the Building Management Ordinance (Cap.344), 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 occupiers and their licensees;
- (ax) Subject to the prior approval of the Owners' Committee, to impose charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities including the Recreational Areas and Facilities and their ancillary facilities in 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;
- (ay) 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 which are required to be connected pursuant to the Government Grant;
- (az) Subject to having obtained the relevant Government authority's approval (if required) and having given prior consent (which consent shall not be unreasonably withheld) by the Owners affected by the relevant works (except in case of emergency), to erect or place temporarily on the external wall, terrace (if any), roof, flat roof, upper roof and/or balcony scaffolding and/or other equipment necessary for proper repair of the plumbing facilities, the external walls and windows of the Towers at reasonable times Provided That the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents and ensure that the least disturbance is caused;
- (ba) To repair and maintain 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;
- (bb) Full authority 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 Slope Maintenance Manual and all other guidelines issued from time to time by the appropriate government departments regarding the maintenance of the slopes, retaining walls and related structures (and for such purpose, the Manager shall include the Owners' Corporation) and to collect from the Owners all costs lawfully incurred or to be incurred by the Manager in carrying out such necessary maintenance, repair and any other works in respect of the Slopes and Retaining Walls 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 has not been able to collect the costs of the required works from all Owners pursuant to the terms of this Deed;

- (bc) To take all steps necessary or expedient for complying with the Government Grant and any government requirements concerning the Lot and the Estate or any part thereof;
- (bd) 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;
- (be) To manage, maintain and control the Car Park Common Areas and Facilities including but not restricted to the lifts, landings and manoeuvring and circulation areas in accordance with the Government Grant and to remove any vehicles parked in any area not reserved for parking or any vehicles parked in any parking spaces and loading/unloading bays without the consent of the Owner or lawful occupier of such parking spaces and loading/unloading bays 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 such parking spaces and loading/unloading bays;
- (bf) At the request of the Owners' Corporation, to transfer to the Owners' Corporation the management of the Lot and the Estate free of costs or consideration and to assign the Undivided Shares relating to the Common Areas and Facilities to the Owners' Corporation, without costs or consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares shall be held by the Owners' Corporation as trustee for all the Owners;
- (bg) To manage, maintain, control and regulate the use of the Loading/Unloading Bays, the Visitors' Car Parking Spaces and the steel turning table and to charge users thereof such fees as the Manager shall determine Provided That all fees should be paid to the Management Funds;
- (bh) In the event of the covenants specified in Clause 42 of the Third Schedule hereto being in breach by the Owners of the Non-enclosed Areas, the Manager, without prejudice to the right of the other co-owners, shall have the right to demand the defaulting Owners to rectify the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as he may in his absolute discretion consider necessary to secure compliance with the aforesaid covenants. The defaulting Owners 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;
- (bi) 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. The Manager shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Estate;

- (bj) To organize any activities as it may consider appropriate on a regular basis to promote the environmental awareness of the Owners and occupiers of the Estate and to encourage them to participate in such activities with a view to improving the environmental conditions of the Estate;
- (bk) 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;
- (bl) To maintain regularly on a recurrent basis the Works and Installations;
- (bm) To comply with the terms and conditions of the Government Grant;
- (bn) To maintain the transformer room and cable accommodations of the Estate and to carry out reinstatement work to the same if rendered necessary by the installation, repair or replacement of the equipment of CLP Power Hong Kong Limited;
- (bo) To maintain the fire hydrants, fire fighting appliances, water pumping connections and other fire service installations and equipment in the Lot or the Estate in good condition and to the satisfaction of the Director of Fire Services;
- (bp) To maintain the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provide thereon or therein referred to and in accordance with Special Condition No.(2)(a) of the Government Grant to the satisfaction of the Director of Lands until the Green Area has been re-delivered to the Government in accordance with Special Condition No.(3) of the Government Grant;
- (bq) To landscape the Lot and the Estate (including the Greenery Areas) and maintain and keep the landscaped works in accordance with Special Condition No.(13) of the Government Grant;
- (br) To maintain, repair and replace (if so required) the electric vehicle chargers and associated equipment (if any) provided for the Visitors' Car Parking Spaces;
- (bs) To maintain the planters in front of the gardens of the Houses;
- (bt) To implement the Fire Safety Management Plan including but not limited to, assist the Owners of Open Kitchen Units in carrying out annual maintenance of the fire services system of the relevant Flat and submit the maintenance certificate to the Fire Services Department;
- (bu) To control, operate, inspect, maintain and carry out all necessary works for the maintenance of such part of the Noise Mitigation Measures which form part of the Common Areas and Facilities in accordance with the NIA;
- (bv) Upon reasonable notice (except in an emergency), to access into those Flats consisting flat roof(s) and/or roof(s) (with or without the Manager's agents, workmen and staff and with or without other appliances, equipment and materials) for operating the gondola system for cleaning, maintaining and/or repairing the Common Areas and Facilities, provided always that the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the

negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents and ensure that the least disturbance is caused;

- (bw) To manage and maintain the whole of the Box Culvert and the whole of the Sewage Disposal System in accordance with Special Condition No.(37) of the Government Grant and Special Condition No.(40) of the Government Grant respectively;
- (bx) To manage and maintain, including the carrying out of the regular maintenance of the permanent artificial lighting (having 30 lux minimum lighting level at floor level) at the staircases of the Common Areas and its back-up automatically activated emergency lighting system in accordance with the requirements set out in the Code of Practice for Minimum Fire Service Installations and Equipment and to provide a horizontal illuminance at floor level of not less than 2 lux in event of emergency and to ensure they are well maintained and in effective working order;
- (by) To control, operate, manage and maintain the covered landscaped areas;
- (bz) To control, manage and maintain the covered walkways and the horizontal screen;
- (ca) To provide suitable CCTV imaging device and trained personnel to operate the device, or secure a contract with a service provider for conducting inspection of the Concealed Drainage Pipes of the Towers by a suitable CCTV imaging device, including regular inspection on a specified interval as proposed by the Authorized Person or any other authorized person (as defined in the Buildings Ordinance (Cap.123)) as appointed by the Manager to alert any early signs of water leakage and pipe joints/pipe brackets conditions;
- (cb) To control, manage and maintain the trellis; and
- (cc) To do all such other things as are reasonably incidental to the management of the Lot and the Estate.

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

39. Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have the power :-

- (a) To charge the Owners for the use of fresh or flushing water supplied (in case there is no water supply to the Units) otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager provided such charges shall form part of the Management Funds;
- (b) To forbid any Owner who defaults in payment of any amounts due from him under the provisions of this Deed or otherwise fails to observe or perform any of the terms and conditions herein contained and his tenants and licensees the use of the Recreational Areas and Facilities until such default is rectified;
- (c) 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 to be utilised towards the management, maintenance and repair of the Development Residential Common Areas and Facilities;

- (d) Subject to the terms of the Government Grant, to charge a prescribed fee for entry into and/or use of any part of the Development Residential Common Areas and Facilities or Residential Towers Common Areas and Facilities or Estate Common Areas and Facilities set aside for parking or loading and unloading of vehicles, whether temporary or otherwise, 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 to be utilised towards the management, maintenance and repair of the Development Residential Common Areas and Facilities or Residential Towers Common Areas and Facilities or Estate Common Areas and Facilities, as the case may be.
40. The Manager shall have power to enter with or without workmen on prior reasonable written notice (except in the case of emergency) into all parts of the Lot and the Estate including any Unit for the purpose of carrying out necessary repairs to any part or parts of the Lot and the Estate and the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners Provided That the Manager shall cause as little disturbance as possible when carrying out such works and forthwith at its own costs and expenses make good any damage caused thereby and be responsible for negligent, wilful or criminal acts of the Manager, its employees, workmen, contractors and agents.
41. The Common Areas and Facilities shall be under the exclusive 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 Building Management Ordinance (Cap.344) and this 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.
42. The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among the Owners on any business relating to the management of the Estate. All acts and decisions of the Manager reasonably arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding on all the Owners for the time being.
43. (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' Corporation (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) and such Estate Rules 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 Provided That all such payments shall be credited to the Management Funds.
- (b) Such Estate Rules shall not in any way conflict with any provision in this Deed, the Building Management Ordinance (Cap.344) or the Government Grant. For the avoidance of doubt, in case of inconsistency between such Estate Rules and the provisions in this Deed, the provisions in this Deed shall prevail.

- (c) Without prejudice to the generality of sub-clause (b) above, the Manager shall be entitled, with the approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation (if formed) to make revoke and amend rules regulating and restricting the use of the Recreational Areas and Facilities including the fixing of the payment for use of any of the Recreational Areas and Facilities provided that all such payments to the Manager shall form part of the Management Funds.
 - (d) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from non-observance of such Estate Rules by any third party.
 - (e) The Owner(s) of those Flats consisting of flat roof(s) and/or roof(s) shall grant to the Manager (and its agents, workmen and staff) the right to access into such Flats (with or without other appliances, equipment and materials) and the right to operate the gondola system at reasonable time for cleaning, maintaining and/or repairing the Common Areas and Facilities and such Owners shall allow the gondola system (with or without other appliances, equipment and materials) to rest on the flat roof(s) and/or roof(s) of such Flats during such periods as the Manager may reasonably consider necessary and such Owners shall not do or suffer to be done on such flat roof(s) and/or roof(s) anything which may cause obstruction to the resting of the gondola system (with or without other appliances, equipment and materials) on such flat roof(s) and/or roof(s).
44. Without prejudice to the Manager's duties under this Deed, the Manager may appoint or employ agents, contractors or sub-managers (including professional property management companies) to carry out various aspects of the management works or management works in respect of certain area(s) of the Estate Provided That the Manager shall not transfer or assign its duties, rights or obligations under this Deed to any such third parties and such third parties shall remain responsible to the Manager. The Manager shall at all times be responsible for the management and control of the whole Estate (including any part thereof).
45. Subject to the provisions in Schedule 7 to the Building Management Ordinance (Cap.344), the procurement of supplies, goods or services by the Manager or the Owners' Committee that involves amounts in excess of \$200,000 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an average annual expenditure of more than 20% of the annual budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette) , whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in a Code of Practice referred to in section 20A of the Building Management Ordinance (Cap.344) will apply to the Manager or the Owners' Committee with any appropriate variations.

SECTION IV

EXCLUSIONS AND INDEMNITIES

46. The Manager, its employees, 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 not being an act or omission involving criminal liability or dishonesty or negligence Provided That nothing in this Deed shall be construed to exclude the liability of the Manager to the Owners for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, servant, agent or contractors and no Owner shall be required to indemnify the Manager or its employees, servant, agent or contractors from and against any action or claim arising out of any act or omission. Without in any way limiting the generality of the foregoing, the Manager, its employees, 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 such damage, loss or injury was caused by an act or omission of the Manager, its employees, servants, agents or contractors involving criminal liability or dishonesty or negligence and PROVIDED THAT contribution to the Management Expenses or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.
47. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers for the time being 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 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 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 V

OWNERS' COMMITTEE

48. (a) Not later than 9 months after the date of this Deed, the Manager shall convene a meeting of the Owners to establish an Owners' Committee and to elect a chairman thereof in accordance with the provisions in Clause 62 of this Deed.
- (b) The Owners' Committee shall consist of 11 members of which
- 2 members shall be elected by the Owners of the Houses;
 - 8 members shall be elected by the Owners of the Flats;
 - 1 member shall be elected by the Owners of the Parking Spaces,
- or such other number of members as the Owners may decide from time to time by resolution at a meeting of the Owners.
49. The Owners' Committee shall meet at such times as occasion shall require and in any event not less than once in every period of 3 months 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; and
 - (i) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed.
50. 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 Manager and may be revoked and another appointment made at any time on notice in writing being given to the Manager.
 - (b) Any adult family member of close connection with the Owner duly authorised by the Owner which authorization shall be in writing addressed to the Manager and may be revoked and another appointment made at any time on notice in writing being given to the Manager. For the purpose of this sub-clause, "family member of close connection with the Owner" shall mean any one of the grand-parents, parents, spouse, children, grand-children or siblings of the Owner. The Owner is

obliged to provide satisfactory documentary proof to the Manager to show his relationship with such family member upon request.

- (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 5 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 of the Owners' Committee.

51. 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
- (f) He resides abroad; or
- (g) Where the member of the Owners' Committee is eligible for membership of the Owners' Committee by virtue of Clause 50(a) of this Deed, such member as the Owner himself or the corporate Owner (as the case may be) ceases to be an Owner of Undivided Shares or, where the member of the Owners' Committee is eligible for membership of the Owners' Committee by virtue of Clause 50(b) of this Deed, the relevant Owner 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.

52. A meeting of the Owners' Committee may be convened at the requisition of the chairman or any 2 members of the Owners' Committee.

53. (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) to be proposed at the meeting.

- (b) Service of the notice of meeting of the Owners' Committee referred to in sub-clause (a) above may be given :-

- (i) by delivering it personally to the member of the Owners' Committee; or
 - (ii) by sending it by post to the member of the Owners' Committee at his last known address; or
 - (iii) by leaving the notice at the member's Residential Unit of the Estate or depositing the notice in his letter box for that Residential Unit.
- 54. No business shall be transacted at any meeting by the Owners' Committee unless a quorum is present when the meeting proceeds to business. The quorum at a meeting of the Owners' Committee shall be at 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater.
- 55. A meeting of the Owners' Committee shall be presided over by (a) the chairman or (b) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.
- 56. (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' 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 as 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.
- (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.
- 57. The following provisions shall apply in all meetings of the Owners' Committee:-
 - (a) Subject to sub-clause (b) 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;
 - (b) At a meeting of the Owners' Committee, each member present at the meeting shall have one vote on a question before the Owners' Committee and if there is an equality of votes, the chairman shall have, in addition to a deliberative vote, a casting vote.

58. 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 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.
59. 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.
60. 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; and
 - (c) the members present at all meetings.
61. 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 Provided That all such payments shall be credited to the Management Funds.

SECTION VI

MEETING OF OWNERS

62. From time to time as occasion may require 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 Manager shall call the first meeting of the Owners as soon as possible but, in any event, not later than 9 months after the date of this Deed (and to call further and subsequent meetings if required), which meeting shall appoint a chairman and other members of the Owners' Committee or shall appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance (Cap.344).
 - (b)
 - (i) A meeting, other than the annual general meeting, may be validly convened by :-
 - (1) the Manager;
 - (2) the Owners' Committee; or
 - (3) an Owner appointed to convene such a meeting by those 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 Owners shall, at least fourteen (14) days before the date of the meeting, give notice of meeting to each Owner, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting.
 - (ii) The notice of meeting referred to in sub-clause (d)(i) above may be given:-
 - (1) by delivering it personally to the Owner;
 - (2) by sending it by post to the Owner at his last known address; or
 - (3) by leaving it at the Owner's Residential Unit or depositing it in the letter box for that Residential Unit.
 - (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 shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under sub-paragraphs (1) or (3) of sub-clause (b)(i) above, the person convening the meeting.
- (g) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (h)
 - (i) Every Owner shall have one vote for each Undivided Share vested in him and may cast a vote personally or by proxy. Where two or more persons are the co-owners of an 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 :-
 - (1) by a proxy jointly appointed by the co-owners;
 - (2) by a person appointed by the co-owners from amongst themselves;
or
 - (3) if no appointment has been made under sub-paragraphs (1) or (2) of this sub-clause (h)(i), then either by one of the co-owners personally or by a proxy appointed by one of the co-owners; and
 - (ii) In the case of any meeting where two or more persons are the co-owners of an Undivided Share and more than one of the co-owners seek to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally 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.
 - (iii) In case of any equality of votes, the person presiding over the meeting shall have, in addition to a 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 meeting, votes shall be cast by means of a secret ballot supervised by the Manager.
- (j) The instrument appointing a proxy shall be in writing and in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Cap.344) and shall be signed by the Owner or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized 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 62(b)(i)(1) above or sub-clause 62(b)(i)(3) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- (l) 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.
 - (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 the Building Management Ordinance (Cap.344) or this 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) Without prejudice to anything herein contained, no resolution in respect of any of the matters hereinafter referred to 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) namely :-
- (i) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Government Grant or in the event of the Government taking any action by way of earlier re-entry thereunder in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease term upon such terms and conditions as the Government shall offer, whether and in what manner to pay any premium, rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the Government Grant as aforesaid.
 - (ii) A resolution to rebuild or redevelop the Estate or any part or parts thereof otherwise than in accordance with Clause 66.
- (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.
63. The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights or liability to pay fees, nor shall such Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.
64. Where any Undivided Share has been assigned or charged by way of mortgage or charge and subject to the provisions of such mortgage or charge, the voting rights conferred on an Owner by the provisions of this Deed shall be exercisable only by the mortgagor or chargor except that, where a registered mortgagee or chargee is in possession of such Undivided Share or has foreclosed, the said voting rights shall be exercisable by the said registered mortgagee or chargee.

SECTION VII

EXTINGUISHMENT OF RIGHTS

65. Notwithstanding any other provisions to the contrary herein contained, in the event of the Estate or any part thereof being so damaged by fire, typhoon, earthquake, subsidence or other causes so as to render the same substantially unfit for habitation, use or occupation, those Owners who in aggregate have vested in them for the time being not less than seventy-five per cent (75%) of the total number of 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 of the Owners of the damaged part(s) of the Estate and such meeting may resolve by not less than 75% of those Owners present at the meeting that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild the damaged part(s) of Estate then in such event the Undivided Shares in and of the damaged part(s) of the Estate shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares (excluding the Owner of Undivided Shares allocated to the Common Areas and Facilities) in proportion to the respective number of Undivided Shares previously held by such former Owners (except the Manager) bears to the total number of Undivided Shares of the damaged part(s) of the Estate in question (excluding the Undivided Shares allocated to the Common Areas and Facilities). The resolution is to be binding upon all the Owners of the damaged part(s). All insurance money received in respect of any policy of insurance on the Estate or (as the case may be) the part thereof so affected shall likewise be distributed amongst such former Owners of Undivided Shares being sold and assigned to the Manager aforesaid. PROVIDED ALWAYS THAT if it is resolved by not less than 75% of those Owners present at the meeting to reinstate or rebuild the damaged part(s) of the Estate the Owners of the damaged part(s) of the Estate shall pay the excess of the cost of reinstatement or rebuilding the damaged part(s) of the Estate damaged as aforesaid over and above the proceeds recoverable from the insurance of the Estate or (as the case may be) the part thereof so affected in proportion to the respective number of Undivided Shares held by them bears to the total number of Undivided Shares of the damaged part(s) of the Estate in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the Estate or the relevant part thereof and be recoverable as a civil debt.
66. Notwithstanding any other provisions to the contrary herein contained, the following provisions shall apply to a meeting convened as provided in Clause 65 hereof :-
- (a) (i) The person convening the meeting of Owners shall, at least fourteen (14) days before the date of the meeting, give notice of the meeting to each Owner of the damaged part(s) of the Estate, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting;
 - (ii) The notice of meeting referred to in sub-clause (a)(i) above may be given:-
 - (a) by delivering it personally to the Owner;
 - (b) by sending it by post to the Owner at his last known address; or
 - (c) by leaving it at the Owner's Residential Unit or depositing it in the letter box for that Residential Unit.

- (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 allocated to the damaged part(s) of the Estate (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 of the damaged part(s) of the Estate shall have one vote for each Undivided Share allocated to the damaged part(s) of Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) vested in him and in the case of two or more 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 appointed by such Owners;
 - (ii) by a person appointed by the co-owners from amongst themselves; or
 - (iii) if no appointment has been made under sub-subparagraph (i) or (ii), then either by one of the co-owners personally or by a proxy appointed 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.
- (g) In case of equality of votes the chairman shall have, in addition to a deliberate vote, a casting vote;
- (h) Votes may be given either personally or by proxy;
- (i) The instrument appointing a proxy shall be in writing and in the form set out in Form 1 in Schedule 1A of the Building Management Ordinance (Cap. 344), and shall be signed by the Owner or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (j) The appointment of a proxy shall have no effect unless the instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened by person other than the Owners' Committee, the person convening the meeting at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner

shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

- (k) A resolution passed at a duly convened meeting by in accordance with Clause 65 of this Deed shall be binding on all the Owners of the damaged part(s) of 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.
- (l) The accidental omission to give notice as aforesaid to any Owner of the damaged part(s) of Estate shall not invalidate the meeting or any resolution passed thereat.

SECTION VIII

MISCELLANEOUS PROVISIONS

67. 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.
68. 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.
69. There shall be public notice boards at prominent place 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.
70. Any Owner not resident in the Estate shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this 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.
71. Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards or as otherwise required under this Deed or the Building Management Ordinance (Cap.344), 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 Residential 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.
72. (a) The First Owner shall at its own cost provide a direct translation in Chinese of this Deed and shall deposit a copy of this Deed and the Chinese translation thereof in the management office of the Estate within one month from the date of execution of this Deed for inspection by all Owners free of costs and for taking copies at their own expenses upon payment of a reasonable charge to cover the cost of copying the same. All charges received shall be credited to the Special Fund. 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.

- (b) The First Owner shall at its own cost deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) (English and Chinese versions) in the management office of the Estate for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- 73. The First Owner shall prepare or cause to be prepared a set of plans showing the Common Areas. The accuracy of such plans shall be certified by or on behalf of an Authorised Person. Such plans shall be kept at the management office of the Manager at the Estate and may be inspected by the Owners free of costs and charges during normal office hours of the Manager.
- 74. 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.
- 75. 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.
- 76. Notwithstanding anything contained in this Deed, nothing herein shall conflict with or be in breach of the conditions of the Government Grant and nothing herein contained shall prejudice the application or operation of or shall contradict or overrule the Building Management Ordinance (Cap.344) and the Schedules thereto and any amendment or amendments thereto or any substitutions thereof The provisions contained in Schedule 2 to the Building Management Ordinance (Cap.344) shall apply to the management committee of the Owners' Corporation following incorporation of the Owners thereunder which shall take the place of the Owners' Committee formed under this Deed and the provisions contained in Schedule 3 to the Building Management Ordinance (Cap.344) shall apply to all general meetings of the Owners' Corporation which shall take the place of the Owners' meetings convened under this Deed.
- 77.
 - (a) 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 and to this Deed.
 - (b) Undivided Shares in 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 in the Common Areas and Facilities to the new manager free of costs or consideration to hold as such trustee as aforesaid PROVIDED THAT when the Owners' Corporation has been formed, it may require the Manager to assign the Undivided Shares in the Common Areas and Facilities and

transfer the management responsibilities to it free of costs or consideration, in which event the Owners' Corporation must hold them on trust for the benefit of all the Owners for the time being of Undivided Shares in the Lot and the Estate.

78. The Owners shall at their own expense maintain and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual. The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office within one month from the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. The Manager (which for the purpose of this Clause shall include the Owners' Committee or Owners' Corporation) 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 Slope Maintenance Manual and the Slope Maintenance Guidelines. 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 in respect of the Slopes and Retaining Walls. 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.
79. The First Owner shall at its own costs compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations setting out the following details :
- (a) 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;
 - (b) 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;
 - (c) Recommended maintenance strategy and procedures;
 - (d) A list of items of the Works and Installations requiring routine maintenance;
 - (e) Recommended frequency of routine maintenance inspection;
 - (f) Checklist and typical inspection record sheets for routine maintenance inspection; and
 - (g) Recommended maintenance cycle of the Works and Installations.
- The First Owner shall deposit a full copy of such maintenance manual 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 shall be credited to the Special Fund. For the avoidance of doubt, all costs incidental to the preparation of the schedule and maintenance manual for the Works and Installations will be borne by the First Owner.
80. The Works and Installations in the Sixth Schedule to this Deed and the maintenance manual for the Works and Installations may be revised by the Manager in such manner and at such intervals as may be necessary including but not limited to the addition of works and installations in the Estate and the updating of maintenance strategies in step with changing requirements.

81. The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the Works and Installations in the Sixth Schedule to this Deed and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
82. All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations will be paid out of the Special Fund.
83. The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office within one month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
84. Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities (if any) and contracts for the provision of broadcast distribution network or telecommunications network services (if any) to be entered into by the Manager shall be subject to the following conditions :
- (i) the term of the contract will not exceed 3 years;
 - (ii) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and
 - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.
85. The Manager shall deposit in the management office the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent given under Clause 43 of the Third Schedule hereto 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 Special Fund.
86. The Greenery Areas shall not be used for any other purpose without the prior consent of the Building Authority.
87. No grave or columbarium shall be erected or made on the Lot and the Estate, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.
88. (a) The Owners of the Open Kitchen Units shall at their own expense observe and comply with the Fire Safety Management Plan. Without prejudice to the generality of but in addition to the foregoing, the Owner of an Open Kitchen Unit shall observe and comply with the following provisions:
- (i) not to alter, remove or obstruct the sprinkler head(s) provided at the ceiling immediately above the open kitchen, fire detector(s) and alarm buzzer provided inside the Open Kitchen Units and at the common lobby outside the Open Kitchen Flats except with the prior written approval of the Buildings Department, the Fire Services Department, all relevant Government authority or authorities and the Manager;

- (ii) not to remove or alter the full height wall adjacent to the exit door of the Open Kitchen Unit, having an FRR of not less than 30 minutes integrity fire resistance rating and 30 minutes insulation fire resistance rating (-/30/30) in his Open Kitchen Unit except with the prior written approval of the Buildings Department, the Fire Services Department, all relevant Government authority or authorities and the Manager;
 - (iii) to maintain and keep the fire services installations specified in the Fire Safety Management Plan and installed in his Open Kitchen Unit in good order and working condition; and
 - (iv) to let, lease, license or otherwise part with the possession of his open Kitchen Unit upon the condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall agree to observe and comply with the provisions contained in this Deed relating to and/or applicable to Open Kitchen Units.
- (b) The Manager shall on behalf of the Owners of the Open Kitchen Units carry out and implement the plans relating to maintenance, inspection and check, staff training, fire action and fire prevention as set out in the Fire Safety Management Plan. Without limiting the generality of the foregoing, the Manager is hereby given full authority by the Owners of the Open Kitchen Units to engage or employ registered fire service installation contractors for the annual inspection and check, testing, keeping and maintaining in good substantial repair and condition, and carrying out any necessary works in respect of the fire services installations (including but not limited to fire detectors within the Open Kitchen Units and the common corridors, fire alarm system and the sprinkler system) as specified in and in accordance with the Fire Safety Management Plan and submit the maintenance certificate to the Fire Services Department.
- (c) The Manager and the registered fire service installation contractors engaged by the Manager shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to carry out check, inspection, testing or maintenance of the fire services installations therein (at the cost of the Owner of that Open Kitchen Unit) or verify observance and compliance of provisions referred to in sub-clause (a) above PROVIDED THAT the Manager shall be liable for and shall at its own costs and expenses repair and make good any damage so caused and for its liability for the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the relevant Open Kitchen Unit(s) and reinstate the same causing least disturbance as is reasonably practicable .
- (d) The Manager shall prepare a separate management budget for the carrying out and implementation of the plans of the Fire Safety Management Plan and the fire services system serving the Open Kitchen Units exclusively. The Owners of each Open Kitchen Unit shall pay to the Manager his due share of the budgeted expenses for the carrying out and implementation of the plans of the Fire Safety Management Plan and the said fire services system on a monthly basis in accordance with and in proportion to the Management Units allocated to his Open Kitchen Unit.
- (e) The First Owner shall deposit a copy of the Fire Safety Management Plan in the

management office of the Estate within one month of the date of this Deed for reference by the Owners and the Manager free of charge.

- (f) The Manager shall ensure the latest version of the Fire Safety Management Plan will be kept at the management office of the Estate for inspection by the Owners free of charge or taking copies by the Owners at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
89. (a) Each Electric Vehicle Parking Space is equipped with an individual electric vehicle charger together with associated equipment. Despite the electric vehicle charger and its associated equipment belong to the Owner of the relevant Electric Vehicle Parking Space, the installation or affixing of such electric vehicle charger and associated equipment on such space(s) in the Car Park Common Areas and Facilities and the Estate Common Areas and Facilities as designated by the First Owner before the execution of this Deed shall not be a breach of any provision in this Deed. For the avoidance of doubt, the aforesaid installation or affixing of electric vehicle charger and associated equipment in the Car Park Common Areas and Facilities and the Estate Common Areas and Facilities shall be deemed to have been approved by the Manager. No relocation of the electric vehicle charger and its associated equipment shall be made unless the prior written consent of the Manager has been obtained.
- (b) The Owner of each Electric Vehicle Parking Space shall be solely responsible for the maintenance fee of his electric vehicle charger and associated equipment (which might be charged by the services provider of electric vehicle chargers) and the electricity charges for charging his own electric vehicle.
- (c) The Owner of each Electric Vehicle Parking Space shall at his own costs and expenses carry out maintenance, repair or replacement of the electric vehicle charges and associated equipment for his Electric Vehicle Parking Space. When carrying out the maintenance, repair or replacement of his electric vehicle charger and associated equipment, the Owner of each Electric Vehicle Parking Space (including his authorized person) shall not interfere with or affect the other Owners' exclusive rights in respect of their relevant Units and their right to enjoy any part of the Common Areas and Facilities, and such Owner shall also at his own costs make good all damages and losses that may be caused by such works.
90. (a) Part of the Noise Mitigation Measures are installed within, at and/or appertaining certain Residential Units and form part of such Residential Units. Particulars and locations of such part of the Noise Mitigation Measures are listed in Appendix 4.4 of the NIA.
- (b) Alteration of or tampering with such Noise Mitigation Measures (save and except for the maintenance, replacement or repair in accordance with Clause 90(c) below) is prohibited.
- (c) The maintenance, replacement or repair of such Noise Mitigation Measures forming part of any Residential Units shall be made by the relevant Owners of such Residential Units in accordance with the standards as approved by the Manager. The Owners of such Residential Units shall use such materials and appoint such contractors as approved by the Manager in relation thereto.

(d) The First Owner shall deposit a copy of the NIA in the management office of the Estate within one month of the date of this Deed for reference by the Owners and the Manager free of charge. The Owners may take copies of the NIA at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

91. The Owners shall at their own costs and expenses to maintain the whole of the Box Culvert and the whole of the Sewage Disposal System in accordance with the terms and conditions of the Government Grant, irrespective of whether such part of the Box Culvert or such part of the Sewage Disposal System are located on an area outside the Lot. The Manager shall have the duty to maintain and manage the whole of the Box Culvert and the whole of the Sewage Disposal System as if the whole of the same shall form part of the Estate Common Areas and Facilities.

92. In addition to the covenants, provisions and restrictions contained in the THIRD SCHEDULE to this Deed, the Owner or Owners of the Parking Spaces or the Owner or Owners of the Houses shall be bound by and shall observe the following covenants, provisions and restrictions:-

- (a) Each Owner of the Parking Spaces shall maintain his Parking Space and each Owner of the Houses shall maintain the House Parking Spaces of his House in good repair and condition in such a manner so as to avoid any loss, damage, nuisance or annoyance to any other Owners or their occupiers;
- (b) No part of the Car Park Common Areas shall be obstructed or incumbered nor shall any refuse, matter or other things be placed thereon nor shall any part of the Car Park Common Areas be used for any purposes except as provided under the Government Grant and under this Deed, and no Owner shall do or permit or suffer to be done anything in the Car Park Common Areas as may be or become a nuisance or cause annoyance to any other Owners or their occupiers;
- (c) Not to use or permit or suffer to be used any Parking Spaces or House Parking Spaces for the storage, display or exhibition of motor vehicles or motor cycles for sale or otherwise or for the provision of car cleaning and beauty services;
- (d) Not to permit or allow any motor vehicle or motor cycle parked in the Parking Space or any motor vehicle parked in the House Parking Space of which he is the Owner to deteriorate to a condition detrimental to the environmental appearance of the Estate; and
- (e) Each Parking Space shall only be used for parking of one motor vehicle or one motor cycle (as the case may be) and each House Parking Space shall only be used for parking of one motor vehicle. The Manoeuvring Area shall not be used for parking of motor vehicle(s) or motor cycle(s).

93. The Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the enforcement of the provisions in Clause 92 above and the proper management and maintenance of the Car Park Common Areas and Facilities or any part thereof including but not limited to the following:-

- (a) To manage and control the parking of motor vehicles or motor cycles (as the case may be) in the Parking Spaces, the House Parking Spaces and the Visitors' Car Parking Spaces and to remove any motor vehicles or motor cycles parked in any area not

reserved for parking or parked in any parking space without the permission of the Manager or (as the case may be) the Owner or occupier of such space;

- (b) To impound and/or remove any motor vehicle or motor cycle parked anywhere on or in the Car Park Common Areas not so designated for parking or which shall cause an obstruction or which is contrary to the provisions of this Deed or any Estate Rules or the owner and/or the driver of such motor vehicle or motor cycle has defaulted in paying parking fees; and any damage caused to such motor vehicles or motor cycles during or as a consequence of such impoundment or removal shall be the sole responsibility of the owners and/or the drivers of such motor vehicles or motor cycles thereof; and
 - (c) 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 motor vehicle or motor cycle concerned for such charges, penalties and parking fees Provided That all such charges, penalties and parking fees shall be paid to the Management Funds.
94. (a) The Owners of the Houses shall at their own expenses carry out regular CCTV imaging device inspection of the Concealed Drainage Pipes of the Houses of their respective Houses on a specified interval as proposed by the Authorized Person or any authorized person (as defined in the Buildings Ordinance (Cap.123)) appointed by the Manager to alert any early signs of water leakage and pipe joints/pipe brackets conditions.
- (b) The Manager shall on behalf of the Owners of the Houses carry out the regular CCTV imaging device inspection of the Concealed Drainage Pipes of the Houses referred to in sub-clause (a) above. Without limiting the generality of the foregoing, the Manager is hereby given full authority by the Owners of the Houses to provide suitable CCTV imaging device and trained personnel to operate the device or to secure a contract with a service provider for conducting inspection of the Concealed Drainage Pipes of the Houses by a suitable CCTV imaging device.
- (c) The Manager and the service provider engaged by the Manager shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any House to carry out the regular CCTV imaging device inspection of the Concealed Drainage Pipes of the Houses (at the cost of the Owner of that House) PROVIDED THAT the Manager shall be liable for and shall at its own costs and expenses repair and make good any damage so caused and for its liability for the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the relevant House and reinstate the same causing least disturbance as is reasonably practicable.
- (d) The Manager shall prepare a separate management budget for the carrying out the regular CCTV imaging device inspection of the Concealed Drainage Pipes of the Houses exclusively. The Owners of each House shall pay to the Manager his due share of the budgeted expenses for the carrying out of such regular CCTV imaging device inspection in accordance with and in proportion to the Management Units allocated to his House.

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
ALLOCATION OF UNDIVIDED SHARES

(A) <u>Residential Units</u>	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
(1) <u>Houses (collectively known as “King’s Gate (高爾夫 • 皇殿別墅)”)</u>			
House A1 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R21 and R22	1	282	282
House A2 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R19 and R20	1	284	284
House A3 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R17 and R18	1	289	289
House A5 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R15 and R16	1	281	281
House A6 with BAL, Stairhood, Flat Roof, Roof, Garden and House Parking Spaces Nos. R13 and R14	1	328	328
House A7 with BAL, Stairhood, Flat Roof, Roof, Garden and House Parking Spaces Nos. R11 and R12	1	328	328
House A8 with BAL, Stairhood, Flat Roof, Roof, Garden and House Parking Spaces Nos. R09 and R10	1	328	328
House A9 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R07 and R08	1	280	280
House A10 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R05 and R06	1	288	288
House A11 with BAL, Stairhood, Flat Roofs, Roof, Gardens and House Parking Spaces Nos. R03 and R04	1	291	291
House A12 with BAL, Stairhood, Flat Roofs, Roof, Gardens and House Parking Spaces Nos. R01 and R02	1	291	291
House B1 with BAL, Stairhood, Flat Roof, Roof, Garden and House Parking Spaces Nos. R23 and R24	1	336	336
House B2 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R25 and R26	1	289	289
House B3 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R27 and R28	1	288	288
House B5 with BAL, Stairhood, Flat Roofs, Roof, Gardens and House Parking Spaces Nos. R29 and R30	1	284	284

	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
House B6 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R31 and R32	1	291	291
House B7 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R33 and R34	1	287	287
House B8 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R35 and R36	1	289	289
House C1 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R37 and R38	1	290	290
House C2 with BAL, Stairhood, Flat Roofs, Roof, Gardens and House Parking Spaces Nos. R39 and R40	1	278	278
House C3 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R41 and R42	1	282	282
House C5 with BAL, Stairhood, Flat Roofs, Roof, Gardens and House Parking Spaces Nos. R43 and R44	1	279	279
House C6 with BAL, Stairhood, Flat Roofs, Roof, Gardens and House Parking Spaces Nos. R45 and R46	1	281	281
House C7 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R47 and R48	1	282	282
House C8 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R49 and R50	1	283	283
Total (Nos. of Houses Only) :	25		

	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
(2) Flats			
<u>Tower 1</u>			
Flat A on 2/F with BAL, UP and Flat Roof	1	123	123
Flat B on 2/F with BAL, UP and Flat Roofs	1	104	104
Flat A on 3/F with BAL and UP	1	122	122
Flat B on 3/F with BAL and UP	1	102	102
Flat A on 5/F to 12/F, each with BAL and UP	8	122	976
Flat B on 5/F to 12/F, each with BAL and UP	8	102	816
Flat A on 15/F to 23/F, each with BAL and UP	9	122	1,098
Flat B on 15/F to 23/F, each with BAL and UP	9	102	918
Flat A on 25/F to 27/F, each with BAL and UP	3	122	366
Flat B on 25/F to 27/F, each with BAL and UP	3	102	306
Flat A on 28/F with BAL, UP, Stairhood, Flat Roofs and Roof	1	187	187
<u>Tower 2</u>			
Flat A on 2/F with BAL, UP and Flat Roof	1	123	123
Flat B on 2/F with BAL, UP and Flat Roofs	1	104	104
Flat A on 3/F with BAL and UP	1	122	122
Flat B on 3/F with BAL and UP	1	102	102
Flat A on 5/F to 12/F, each with BAL and UP	8	122	976
Flat B on 5/F to 12/F, each with BAL and UP	8	102	816
Flat A on 15/F to 23/F, each with BAL and UP	9	122	1,098
Flat B on 15/F to 23/F, each with BAL and UP	9	102	918
Flat A on 25/F to 27/F, each with BAL and UP	3	122	366
Flat B on 25/F to 27/F, each with BAL and UP	3	102	306
Flat A on 28/F with BAL, UP, Stairhood, Flat Roofs and Roof	1	187	187
<u>Tower 3</u>			
Flat A on 1/F with BAL, UP and Flat Roof	1	90	90
Flat B on 1/F with BAL, UP and Flat Roofs	1	90	90
Flat A on 2/F to 3/F, each with BAL and UP	2	89	178
Flat B on 2/F to 3/F, each with BAL and UP	2	89	178
Flat A on 5/F to 12/F, each with BAL and UP	8	89	712
Flat B on 5/F to 12/F, each with BAL and UP	8	89	712
Flat A on 15/F to 23/F, each with BAL and UP	9	89	801
Flat B on 15/F to 23/F, each with BAL and UP	9	89	801
Flat A on 25/F to 27/F, each with BAL and UP	3	89	267
Flat B on 25/F to 27/F, each with BAL and UP	3	89	267
Flat A on 28/F with BAL, UP, Stairhood, Flat Roofs and Roof	1	164	164

	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
<u>Tower 5</u>			
Flat A on 1/F with BAL, UP and Flat Roofs	1	90	90
Flat B on 1/F with BAL, UP and Flat Roofs	1	90	90
Flat A on 2/F to 3/F, each with BAL and UP	2	89	178
Flat B on 2/F to 3/F, each with BAL and UP	2	89	178
Flat A on 5/F to 12/F, each with BAL and UP	8	89	712
Flat B on 5/F to 12/F, each with BAL and UP	8	89	712
Flat A on 15/F to 23/F, each with BAL and UP	9	89	801
Flat B on 15/F to 23/F, each with BAL and UP	9	89	801
Flat A on 25/F to 27/F, each with BAL and UP	3	89	267
Flat B on 25/F to 27/F, each with BAL and UP	3	89	267
Flat A on 28/F with BAL, UP, Stairhood, Flat Roofs and Roof	1	163	163
<u>Tower 6</u>			
Flat A on 1/F with BAL and UP	1	97	97
Flat B on 1/F with BAL, UP and Flat Roofs	1	90	90
Flat A on 2/F to 3/F, each with BAL and UP	2	97	194
Flat B on 2/F to 3/F, each with BAL and UP	2	89	178
Flat A on 5/F to 12/F, each with BAL and UP	8	97	776
Flat B on 5/F to 12/F, each with BAL and UP	8	89	712
Flat A on 15/F to 23/F, each with BAL and UP	9	97	873
Flat B on 15/F to 23/F, each with BAL and UP	9	89	801
Flat A on 25/F to 27/F, each with BAL and UP	3	97	291
Flat B on 25/F to 27/F, each with BAL and UP	3	89	267
Flat A on 28/F with BAL, UP, Stairhood, Flat Roofs and Roof	1	163	163
<u>Tower 7</u>			
Flat A on 1/F to 3/F, each with BAL and UP	3	44	132
Flat B on 1/F to 3/F, each with BAL and UP	3	34	102
Flat C on 1/F to 3/F, each with BAL and UP	3	34	102
Flat D on 1/F to 3/F, each with BAL and UP	3	34	102
Flat E on 1/F to 3/F, each with BAL and UP	3	34	102
Flat F on 1/F to 3/F, each with BAL and UP	3	44	132
Flat G on 1/F to 3/F, each with BAL	3	26	78
Flat H on 1/F to 3/F, each with BAL	3	25	75
Flat J on 1/F to 3/F, each with BAL	3	25	75
Flat K on 1/F to 3/F, each with BAL	3	26	78
Flat A on 5/F to 11/F, each with BAL and UP	7	44	308
Flat B on 5/F to 11/F, each with BAL and UP	7	34	238
Flat C on 5/F to 11/F, each with BAL and UP	7	34	238
Flat D on 5/F to 11/F, each with BAL and UP	7	34	238
Flat E on 5/F to 11/F, each with BAL and UP	7	34	238
Flat F on 5/F to 11/F, each with BAL and UP	7	44	308
Flat G on 5/F to 11/F, each with BAL	7	26	182
Flat H on 5/F to 11/F, each with BAL	7	25	175
Flat J on 5/F to 11/F, each with BAL	7	25	175
Flat K on 5/F to 11/F, each with BAL	7	26	182

	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
Flat A on 12/F with BAL and UP	1	45	45
Flat B on 12/F with BAL and UP	1	34	34
Flat C on 12/F with BAL and UP	1	34	34
Flat D on 12/F with BAL and UP	1	34	34
Flat E on 12/F with BAL and UP	1	34	34
Flat F on 12/F with BAL and UP	1	45	45
Flat G on 12/F with BAL	1	26	26
Flat H on 12/F with BAL	1	25	25
Flat J on 12/F with BAL	1	25	25
Flat K on 12/F with BAL	1	26	26
Flat A on 15/F to 23/F, each with BAL and UP	9	45	405
Flat B on 15/F to 23/F, each with BAL and UP	9	34	306
Flat C on 15/F to 23/F, each with BAL and UP	9	34	306
Flat D on 15/F to 23/F, each with BAL and UP	9	34	306
Flat E on 15/F to 23/F, each with BAL and UP	9	34	306
Flat F on 15/F to 23/F, each with BAL and UP	9	45	405
Flat G on 15/F to 23/F, each with BAL	9	26	234
Flat H on 15/F to 23/F, each with BAL	9	25	225
Flat J on 15/F to 23/F, each with BAL	9	25	225
Flat K on 15/F to 23/F, each with BAL	9	26	234
Flat A on 25/F to 28/F, each with BAL and UP	4	45	180
Flat B on 25/F to 28/F, each with BAL and UP	4	34	136
Flat C on 25/F to 28/F, each with BAL and UP	4	34	136
Flat D on 25/F to 28/F, each with BAL and UP	4	34	136
Flat E on 25/F to 28/F, each with BAL and UP	4	34	136
Flat F on 25/F to 28/F, each with BAL and UP	4	45	180
Flat G on 25/F to 28/F, each with BAL	4	26	104
Flat H on 25/F to 28/F, each with BAL	4	25	100
Flat J on 25/F to 28/F, each with BAL	4	25	100
Flat K on 25/F to 28/F, each with BAL	4	26	104
<u>Tower 8</u>			
Flat A on 1/F with BAL and UP	1	96	96
Flat B on 1/F with BAL, UP and Flat Roofs	1	90	90
Flat A on 2/F with BAL and UP	1	96	96
Flat B on 2/F with BAL and UP	1	89	89
Flat A on 3/F with BAL and UP	1	97	97
Flat B on 3/F with BAL and UP	1	89	89
Flat A on 5/F to 12/F, each with BAL and UP	8	97	776
Flat B on 5/F to 12/F, each with BAL and UP	8	89	712
Flat A on 15/F to 23/F, each with BAL and UP	9	97	873
Flat B on 15/F to 23/F, each with BAL and UP	9	89	801
Flat A on 25/F to 27/F, each with BAL and UP	3	97	291
Flat B on 25/F to 27/F, each with BAL and UP	3	89	267
Flat A on 28/F with BAL, UP, Stairhood, Flat Roofs and Roof	1	163	163

	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
<u>Tower 9</u>			
Flat A on 1/F with BAL, UP and Flat Roof	1	90	90
Flat B on 1/F with BAL, UP and Flat Roofs	1	90	90
Flat A on 2/F to 3/F, each with BAL and UP	2	89	178
Flat B on 2/F to 3/F, each with BAL and UP	2	89	178
Flat A on 5/F to 12/F, each with BAL and UP	8	89	712
Flat B on 5/F to 12/F, each with BAL and UP	8	89	712
Flat A on 15/F to 23/F, each with BAL and UP	9	89	801
Flat B on 15/F to 23/F, each with BAL and UP	9	89	801
Flat A on 25/F to 27/F, each with BAL and UP	3	89	267
Flat B on 25/F to 27/F, each with BAL and UP	3	89	267
Flat A on 28/F with BAL, UP, Stairhood, Flat Roofs and Roof	1	164	164
Total (Nos. of Flats Only) :	565	Total :	47,058

(B) Parking Spaces

158 Car Parking Spaces Nos. R51 - R208 on Basement 1 Floor of Car Park	158	6	948
233 Car Parking Spaces Nos. R209 - R441 on Basement 2 Floor of Car Park	233	6	1,398
27 Motor Cycle Parking Spaces Nos. M1 - M27 on Basement 1 Floor of Car Park	27	1	27
16 Motor Cycle Parking Spaces Nos. M28 - M43 on Basement 2 Floor of Car Park	16	1	16
Total :	434	Total :	2,389

(C) Common Areas and Facilities

Estate Common Areas and Facilities, Development Residential Common Areas and Facilities, Residential Towers Common Areas and Facilities, Car Park Common Areas and Facilities	---	---	1,553
Total = (A)+(B)+(C) :			51,000

Notes

(1) BAL = Balcony

(2) UP = Utility Platform

(3) In the numbering of floors, 4/F, 13/F, 14/F and 24/F are omitted in Towers 1, 2, 3, 5, 6, 7, 8 and 9.

(4) In the numbering of Flats, Flat I on 1/F to 3/F, 5/F to 12/F, 15/F to 23/F and 25/F to 28/F are omitted in Tower 7.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Benefits and burdens held with Undivided Shares)

PART A : EASEMENTS 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 (excluding Undivided Shares allocated to the Common Areas and Facilities) 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 such of the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit;
 - (b) Right of way over Common Areas and right of escape to and through Common Areas
 - (i) The right of way over Common Areas of any kind or description for the purposes of obtaining access to and from the Owner's Unit for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right), where such access cannot practically be obtained other than through such part of the Common Areas; and
 - (ii) 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 (if any) 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 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) Provided That prior consent

(except in case of emergency) should be obtained from the Manager (with respect to accessing the Common Areas) and from the Owner of the other Units (with respect to accessing the other Units) 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. (a) In addition to the above easements, rights and privileges, the Owner of each Residential Unit shall have the full right and liberty (but subject always to the provisions of the Government Grant, this Deed, 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 Development Residential Common Areas and Facilities (as appropriate) 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 of the Estate and Provided Further That the Owner of each Residential Unit shall pay the prescribed fees (if any) for the use of the Recreational Areas and Facilities And Provided Further That all Owners of the Residential Units shall make prior appointment with the Manager in exercising the right of access and/or use of such part of the Greenery Areas located at the roof of Tower 7, and the Manager shall have the right to impose reasonable conditions or restrict or decline the Owners of the Residential Units from accessing and/or using such part of the roof of Tower 7 for safety reason or any other reasons as the Manager shall reasonably determine.
- (b) In addition to the above easements, rights and privileges, the Owner of each Flat shall have the full right and liberty (but subject always to the provisions of the Government Grant, this Deed, 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 Towers Common Areas and Facilities (as appropriate) 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 of the Estate.
3. (a) In addition to the above easements, rights and privileges the Owner of each Parking Space shall have the full right and liberty (but subject always to the provisions of the Government Grant, this Deed, 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 (Estate) and to use the Car Park Common Facilities (as appropriate) for the purpose 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 of the Estate.

(b) In addition to the above easements, rights and privileges the Owner of each House shall have the full right and liberty (but subject always to the provisions of the Government Grant, this Deed, 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 (Houses) and to use the Car Park Common Facilities (as appropriate) for the purpose 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 of the Estate.

4. In addition to the above easements, rights and privileges the users of the Visitors' Car Parking Spaces shall have the full right and liberty (but subject always to the provisions of the Government Grant, this Deed, the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the users of the said spaces (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 (Estate) and to use the Car Park Common Facilities (as appropriate) for the proper use and enjoyment thereof and for the purpose of access to and from the Visitors' Car Parking Spaces Provided That in exercising such right of use no person shall unreasonably interfere with the general facilities, amenities, equipment or services of the Estate.
5. For the avoidance of doubt, 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 TO WHICH EACH UNIT IS SUBJECT

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 rights and privileges of the Government specifically 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 upon prior reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon his Unit for the purposes of carrying out of necessary repairs to the Lot or the Estate or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners.

(c) 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 Second Schedule and as reserved unto the First Owner and the Manager under this Deed.

THE THIRD 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.
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 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 any works relating to any part of the Lot or the Estate which have not yet been sold or assigned by the First Owner by virtue of such reserved rights at any time in the course of carrying out such works 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 Unit.
5. No Owner shall use or permit or suffer his Unit to be used except in accordance with the Government Grant, this 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 be in contravention of any ordinances or regulations of Hong Kong or of this 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-conditioner platforms adjoining each Residential Unit or such other areas designated for that purpose shall not be a breach of this Clause notwithstanding that all these air-conditioner platforms or such other areas designated for that purpose are part of the Residential Towers 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 on any flat roofs or roofs or outside the Estate or any part thereof (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 Unit or do or cause or permit or suffer anything to be done which will unreasonably interfere with the rights, comfort, and convenience of other occupants of the Estate.
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 of the First Owner, no external placards, posters, signs, 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 and the competent Government authority or authorities (if required).
15. No Owner shall, save as otherwise provided in this Deed, paint the outside of the Residential Development or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Residential Development without the prior consent in writing of the Manager 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 Residential Development or any Residential Unit.
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 the different Owners or occupiers of at least two Residential Units and (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. No owner shall cause and/or allow the children to cause any damage to or discolouration to decorations in the Common Areas and Facilities. Any such damage or discolouration to decorations in the Common Areas and Facilities shall be paid 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 and 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 sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder.
23. Only using such locking device that is capable of being readily opened from the inside of his Flat without the use of a key and of a type to which the Manager has given prior written consent, no Owner of a Flat shall lock the doors or entrances of any flat roofs or roofs of his Flat having access to any part of the Common Areas and Facilities if such access forms part of the escape route in case of emergency. In case of non-compliance of this provision, 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 of Residential Unit 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. No Owner shall without the prior written consent of the Manager and the competent Government authority or authorities (if required), erect or build or suffer to be erected or built on or upon the flat roofs, roofs or upper 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, roofs or upper roofs will be enclosed or partitioned either in whole or in part.
27. 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.
28. Subject to the provisions of this Deed, each Owner shall keep and maintain his Unit and all wirings and pipings thereto and such of the Works and Installations 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 plumblings therein or appertaining thereto and all the windows and doors thereof and such of the Works and Installations which do not form part of the Common Areas and Facilities shall be borne by the Owner of such Unit.
29. 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.
30. 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 it as show flats for such period or periods as it shall in its discretion consider appropriate PROVIDED THAT, where any separate temporary structure is erected on part or parts of the Lot for the purposes of a sales office and show flats and related marketing activities to facilitate the sale of the building or buildings or any part or parts thereof erected on the Lot in accordance with the Government Grant, the scale and period of operation of such sales office and show flats and related marketing

activities shall be subject to the prior written approval of the Director of Lands and subject always to Special Condition No.(10) of the Government Grant.

31. No Owner except the Owner having the exclusive right to occupy the flat roof or roof of a Flat 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 if such access forms part of the escape route in case of emergency. No Owner shall without the prior written consent of the Manager and the competent Government authority or authorities (if required) erect or place or cause or permit to be erected or placed any advertising signs or other structures on the flat roof or roof of a Residential Unit or any part thereof and the Manager shall have the right to enter to remove anything erected or placed on such flat roof or roof or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
32. 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.
33. 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).
34. 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.
35. 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.
36. The Recreational Areas and Facilities shall be for the exclusive recreational use of the Owners and residents of the Residential Units and their bona fide visitors and by no other person or persons and subject to the provisions of this Deed, the Estate Rules and such rules as may from time to time be laid down by the Manager.
37. Every Owner (including the First Owner) and the Manager covenant with each other that they shall observe and comply with the terms and conditions of the Government Grant and this Deed so long as they remain as an Owner or Manager of the Estate.
38. No Owner (including the First Owner) shall convert the Common Areas or any part thereof to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained or convert or designate his Unit or any part thereof to be part of the Common Areas except with the approval by a resolution of Owners at an Owners' meeting convened under this Deed and all payments received from such approval, conversion or designation shall be credited to the Special Fund. No Owner

(including the First Owner) nor the Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit.

39. Parking Spaces and the House Parking Spaces shall not be used or suffered to be used for any purposes other than those purposes permitted under the Government Grant.
40. The Owners of those Flats enclosed with curtain wall structure shall be responsible for the maintenance, repair and replacement (if so required) of the openable parts and such pieces of glass panels of the curtain wall structure which form part of their respective Flats in accordance with the standards and requirements laid down by the Manager. Such Owners shall also be responsible for the cleaning of the inside surface of the non-openable parts of the curtain wall structure (including the glass panels) facing their respective Flats regardless of whether such non-openable parts form part of the Residential Towers Common Areas.
41. The Owners of those Residential Units consisting of any balconies, utility platforms, flat roofs or specified parts of roofs shall be responsible for the maintenance, repair and replacement (if so required) of the Glass Acoustic Fins, glass balustrades or railings (as the case may be) of the balconies, utility platforms, flat roofs or specified parts of roofs of their respective Residential Units. No Owner shall change or replace the glass balustrades and/or railings of the balconies, utilities platforms, flat roofs or specified parts of the roofs of their respective Residential Units except in accordance with the standards and requirements laid down by the Manager. The Owners of those Flats consisting Glass Acoustic Fins shall also be responsible for the cleaning of the inside surface of the Glass Acoustic Fins facing the balconies of their respective Flats.
42.
 - (a) The Owners of the Non-enclosed Areas shall keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Buildings Ordinance (Cap.123) and such other ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region.
 - (b) The Owners of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas to be enclosed in whole or in part above safe parapet height (other than as approved under the Building Plans), it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design location and layout as drawn under the Building Plans.
 - (c) The balconies/utility platforms shall only be used as balconies/utility platforms in relation to or in connection with the use and enjoyment of the Residential Units for which they are provided. The Owners whose Residential Units consist of any of the balconies/utility platforms shall have control of such balconies/utility platforms, subject to other provisions of this Deed, and be responsible for the maintenance, management, repair and cleaning of such balconies/utility platforms at their own costs.

43. No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.
44. (a) The fence wall between two adjacent Houses shall be co-owned by the Owners of such Houses and the Owners of such Houses shall each have the right to use the interior surface of the wall on his side. For the avoidance of doubt, any fence wall of a House adjoining any Common Areas and Facilities or facing the external boundary of the Lot shall form part of the Development Residential Common Areas and Facilities but without prejudice to such Owner's right to use the interior surface of the wall on his side. Each Owner of the Houses shall be responsible for the maintenance, management, repair and cleaning of the interior surface of the fence wall on his side at his own costs and shall make good any damage to any part of the fence wall forming part of the Development Residential Common Areas and Facilities arising from his use of the interior surface of the fence wall on his side. No Owner shall use any portion of the fence wall so as to interfere with the use and enjoyment of the other Owner. No Owner shall erect any fence or any structure or protrusion (such as spikes or wire) on top of the wall without the written consent of the other and the written consent of the Manager. No Owner of the Houses shall put structures of any kind (such as fish ponds) so near to the fence wall as to cause leakage of water to the other side of the wall or as to be likely to cause the fence wall to collapse. If the fence wall or any portion thereof, except the interior surface of one side, is damaged or injured from any cause other than the act or negligence of either party, it shall be repaired or rebuilt at their joint cost and expense. No Owner of the Houses shall make any alteration or addition to the exterior of the fence wall without the prior written consent of the Manager.
- (b) Each Owner of the Houses shall maintain his House (both interior and exterior condition), which shall include the garden areas, balconies, yards, flat roofs, the curtain wall structure, the acoustic fins (if any) and the swimming pool (if any) forming part of his House and all other areas the exclusive possession of which he is entitled in good repair and condition and in such manner so as to avoid any loss, damage, nuisance or annoyance to any other Owners or occupiers of any part or parts of the Estate.
- (c) For the purpose of maintaining an uniform and harmonious external appearance and landscaping of the Estate, and in addition to but without prejudice to any restrictions (if any) as prescribed in the other provisions of this Deed, each of the Owners of the Houses hereby covenants that he would not do permit or suffer to be done any act or thing which may or will alter the external appearance and facade of the Houses and the landscaping features in the Estate without the prior

written consent of the Manager and the Manager shall have absolute discretion in determining whether or not its written consent should be given.

- (d) Without prejudice to the generality of the preceding Clause 44(c) above, each Owner of the Houses covenants without having obtained the Manager's approval :-

- (i) not to make any alterations or additions to facade of their Houses;
- (ii) not to put any canvas or awnings onto any roof decks of their Houses other than those the colour and design of which have been approved by the Manager;
- (iii) not to alter any structures or the positions of any external walls;
- (iv) not to deck any voids or cover with any structure the roof terrace patio garden or any other open areas;
- (v) not to (1) install any metal grille; (2) build up any parapet masonry walls; (3) add trellises on the roof decks; or (4) install exterior lighting of any kind other than those the designs and types of which have been approved by the Manager;
- (vi) not to enlarge or alter the colour and type of the external walls and/or windows and/or the doors of their Houses;
- (vii) not to position any antennas on the roof tops of their Houses other than in the position approved by the Manager;
- (viii) not to install any canvas or other type of umbrellas other than those the colours or types of which have been approved by the Manager;
- (ix) not to relocate, alter, damage or change any stormwater manholes, downpipes at the garden area or the enclosures to such; and
- (x) not to change, alter, damage or relocate any trenches at the garden area nor shall the trenches be covered by any materials or structures so as to block the access (if necessary) by the Manager to the trenches to carry out any necessary repairs to any pipes laid down at the trenches.

45. (a) An Owner has to comply with the NIA in respect of all Noise Mitigation Measures forming part of his Unit.
- (b) An Owner has to, at his own expense, inspect, maintain and carry out all necessary works for the maintenance of all Noise Mitigation Measures forming part of his Unit in accordance with the NIA.

THE FOURTH SCHEDULE ABOVE REFERRED TO

APPORTIONMENT OF ESTATE
MANAGEMENT BUDGET EXPENDITURE

<u>Component of the Estate</u>	<u>Proportion of expenditure</u>
Residential Units	
- Houses (collectively known as "King's Gate (高爾夫・皇殿別墅)")	7,309/49,447th
- Flats	39,749/49,447th
- Parking Spaces	2,389/49,447th

	49,447/49,447th
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THE FIFTH SCHEDULE ABOVE REFERRED TO
ALLOCATION OF MANAGEMENT UNITS

(A) <u>Residential Units</u>	<u>No. of Unit(s)</u>	<u>No. of Management Units per Unit</u>	<u>Total No. of Management Units</u>
(1) <u>Houses (collectively known as “King’s Gate (高爾夫・皇殿別墅)”)</u>			
House A1 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R21 and R22	1	282	282
House A2 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R19 and R20	1	284	284
House A3 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R17 and R18	1	289	289
House A5 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R15 and R16	1	281	281
House A6 with BAL, Stairhood, Flat Roof, Roof, Garden and House Parking Spaces Nos. R13 and R14	1	328	328
House A7 with BAL, Stairhood, Flat Roof, Roof, Garden and House Parking Spaces Nos. R11 and R12	1	328	328
House A8 with BAL, Stairhood, Flat Roof, Roof, Garden and House Parking Spaces Nos. R09 and R10	1	328	328
House A9 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R07 and R08	1	280	280
House A10 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R05 and R06	1	288	288
House A11 with BAL, Stairhood, Flat Roofs, Roof, Gardens and House Parking Spaces Nos. R03 and R04	1	291	291
House A12 with BAL, Stairhood, Flat Roofs, Roof, Gardens and House Parking Spaces Nos. R01 and R02	1	291	291
House B1 with BAL, Stairhood, Flat Roof, Roof, Garden and House Parking Spaces Nos. R23 and R24	1	336	336
House B2 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R25 and R26	1	289	289
House B3 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R27 and R28	1	288	288
House B5 with BAL, Stairhood, Flat Roofs, Roof, Gardens and House Parking Spaces Nos. R29 and R30	1	284	284

	<u>No. of Unit(s)</u>	<u>No. of Management Units per Unit</u>	<u>Total No. of Management Units</u>
House B6 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R31 and R32	1	291	291
House B7 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R33 and R34	1	287	287
House B8 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R35 and R36	1	289	289
House C1 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R37 and R38	1	290	290
House C2 with BAL, Stairhood, Flat Roofs, Roof, Gardens and House Parking Spaces Nos. R39 and R40	1	278	278
House C3 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R41 and R42	1	282	282
House C5 with BAL, Stairhood, Flat Roofs, Roof, Gardens and House Parking Spaces Nos. R43 and R44	1	279	279
House C6 with BAL, Stairhood, Flat Roofs, Roof, Gardens and House Parking Spaces Nos. R45 and R46	1	281	281
House C7 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R47 and R48	1	282	282
House C8 with BAL, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos. R49 and R50	1	283	283
Total (No. of Houses only) :	25		

	<u>No. of Unit(s)</u>	<u>No. of Management Units per Unit</u>	<u>Total No. of Management Units</u>
(2) Flats			
<u>Tower 1</u>			
Flat A on 2/F with BAL, UP and Flat Roof	1	123	123
Flat B on 2/F with BAL, UP and Flat Roofs	1	104	104
Flat A on 3/F with BAL and UP	1	122	122
Flat B on 3/F with BAL and UP	1	102	102
Flat A on 5/F to 12/F, each with BAL and UP	8	122	976
Flat B on 5/F to 12/F, each with BAL and UP	8	102	816
Flat A on 15/F to 23/F, each with BAL and UP	9	122	1,098
Flat B on 15/F to 23/F, each with BAL and UP	9	102	918
Flat A on 25/F to 27/F, each with BAL and UP	3	122	366
Flat B on 25/F to 27/F, each with BAL and UP	3	102	306
Flat A on 28/F with BAL, UP, Stairhood, Flat Roofs and Roof	1	187	187
<u>Tower 2</u>			
Flat A on 2/F with BAL, UP and Flat Roof	1	123	123
Flat B on 2/F with BAL, UP and Flat Roofs	1	104	104
Flat A on 3/F with BAL and UP	1	122	122
Flat B on 3/F with BAL and UP	1	102	102
Flat A on 5/F to 12/F, each with BAL and UP	8	122	976
Flat B on 5/F to 12/F, each with BAL and UP	8	102	816
Flat A on 15/F to 23/F, each with BAL and UP	9	122	1,098
Flat B on 15/F to 23/F, each with BAL and UP	9	102	918
Flat A on 25/F to 27/F, each with BAL and UP	3	122	366
Flat B on 25/F to 27/F, each with BAL and UP	3	102	306
Flat A on 28/F with BAL, UP, Stairhood, Flat Roofs and Roof	1	187	187
<u>Tower 3</u>			
Flat A on 1/F with BAL, UP and Flat Roof	1	90	90
Flat B on 1/F with BAL, UP and Flat Roofs	1	90	90
Flat A on 2/F to 3/F, each with BAL and UP	2	89	178
Flat B on 2/F to 3/F, each with BAL and UP	2	89	178
Flat A on 5/F to 12/F, each with BAL and UP	8	89	712
Flat B on 5/F to 12/F, each with BAL and UP	8	89	712
Flat A on 15/F to 23/F, each with BAL and UP	9	89	801
Flat B on 15/F to 23/F, each with BAL and UP	9	89	801
Flat A on 25/F to 27/F, each with BAL and UP	3	89	267
Flat B on 25/F to 27/F, each with BAL and UP	3	89	267
Flat A on 28/F with BAL, UP, Stairhood, Flat Roofs and Roof	1	164	164

	<u>No. of Unit(s)</u>	<u>No. of Management Units per Unit</u>	<u>Total No. of Management Units</u>
<u>Tower 5</u>			
Flat A on 1/F with BAL, UP and Flat Roofs	1	90	90
Flat B on 1/F with BAL, UP and Flat Roofs	1	90	90
Flat A on 2/F to 3/F, each with BAL and UP	2	89	178
Flat B on 2/F to 3/F, each with BAL and UP	2	89	178
Flat A on 5/F to 12/F, each with BAL and UP	8	89	712
Flat B on 5/F to 12/F, each with BAL and UP	8	89	712
Flat A on 15/F to 23/F, each with BAL and UP	9	89	801
Flat B on 15/F to 23/F, each with BAL and UP	9	89	801
Flat A on 25/F to 27/F, each with BAL and UP	3	89	267
Flat B on 25/F to 27/F, each with BAL and UP	3	89	267
Flat A on 28/F with BAL, UP, Stairhood, Flat Roofs and Roof	1	163	163
<u>Tower 6</u>			
Flat A on 1/F with BAL and UP	1	97	97
Flat B on 1/F with BAL, UP and Flat Roofs	1	90	90
Flat A on 2/F to 3/F, each with BAL and UP	2	97	194
Flat B on 2/F to 3/F, each with BAL and UP	2	89	178
Flat A on 5/F to 12/F, each with BAL and UP	8	97	776
Flat B on 5/F to 12/F, each with BAL and UP	8	89	712
Flat A on 15/F to 23/F, each with BAL and UP	9	97	873
Flat B on 15/F to 23/F, each with BAL and UP	9	89	801
Flat A on 25/F to 27/F, each with BAL and UP	3	97	291
Flat B on 25/F to 27/F, each with BAL and UP	3	89	267
Flat A on 28/F with BAL, UP, Stairhood, Flat Roofs and Roof	1	163	163
<u>Tower 7</u>			
Flat A on 1/F to 3/F, each with BAL and UP	3	44	132
Flat B on 1/F to 3/F, each with BAL and UP	3	34	102
Flat C on 1/F to 3/F, each with BAL and UP	3	34	102
Flat D on 1/F to 3/F, each with BAL and UP	3	34	102
Flat E on 1/F to 3/F, each with BAL and UP	3	34	102
Flat F on 1/F to 3/F, each with BAL and UP	3	44	132
Flat G on 1/F to 3/F, each with BAL	3	26	78
Flat H on 1/F to 3/F, each with BAL	3	25	75
Flat J on 1/F to 3/F, each with BAL	3	25	75
Flat K on 1/F to 3/F, each with BAL	3	26	78
Flat A on 5/F to 11/F, each with BAL and UP	7	44	308
Flat B on 5/F to 11/F, each with BAL and UP	7	34	238
Flat C on 5/F to 11/F, each with BAL and UP	7	34	238
Flat D on 5/F to 11/F, each with BAL and UP	7	34	238
Flat E on 5/F to 11/F, each with BAL and UP	7	34	238
Flat F on 5/F to 11/F, each with BAL and UP	7	44	308
Flat G on 5/F to 11/F, each with BAL	7	26	182
Flat H on 5/F to 11/F, each with BAL	7	25	175
Flat J on 5/F to 11/F, each with BAL	7	25	175
Flat K on 5/F to 11/F, each with BAL	7	26	182

	<u>No. of Unit(s)</u>	<u>No. of Management Units per Unit</u>	<u>Total No. of Management Units</u>
Flat A on 12/F with BAL and UP	1	45	45
Flat B on 12/F with BAL and UP	1	34	34
Flat C on 12/F with BAL and UP	1	34	34
Flat D on 12/F with BAL and UP	1	34	34
Flat E on 12/F with BAL and UP	1	34	34
Flat F on 12/F with BAL and UP	1	45	45
Flat G on 12/F with BAL	1	26	26
Flat H on 12/F with BAL	1	25	25
Flat J on 12/F with BAL	1	25	25
Flat K on 12/F with BAL	1	26	26
Flat A on 15/F to 23/F, each with BAL and UP	9	45	405
Flat B on 15/F to 23/F, each with BAL and UP	9	34	306
Flat C on 15/F to 23/F, each with BAL and UP	9	34	306
Flat D on 15/F to 23/F, each with BAL and UP	9	34	306
Flat E on 15/F to 23/F, each with BAL and UP	9	34	306
Flat F on 15/F to 23/F, each with BAL and UP	9	45	405
Flat G on 15/F to 23/F, each with BAL	9	26	234
Flat H on 15/F to 23/F, each with BAL	9	25	225
Flat J on 15/F to 23/F, each with BAL	9	25	225
Flat K on 15/F to 23/F, each with BAL	9	26	234
Flat A on 25/F to 28/F, each with BAL and UP	4	45	180
Flat B on 25/F to 28/F, each with BAL and UP	4	34	136
Flat C on 25/F to 28/F, each with BAL and UP	4	34	136
Flat D on 25/F to 28/F, each with BAL and UP	4	34	136
Flat E on 25/F to 28/F, each with BAL and UP	4	34	136
Flat F on 25/F to 28/F, each with BAL and UP	4	45	180
Flat G on 25/F to 28/F, each with BAL	4	26	104
Flat H on 25/F to 28/F, each with BAL	4	25	100
Flat J on 25/F to 28/F, each with BAL	4	25	100
Flat K on 25/F to 28/F, each with BAL	4	26	104
<u>Tower 8</u>			
Flat A on 1/F with BAL and UP	1	96	96
Flat B on 1/F with BAL, UP and Flat Roofs	1	90	90
Flat A on 2/F with BAL and UP	1	96	96
Flat B on 2/F with BAL and UP	1	89	89
Flat A on 3/F with BAL and UP	1	97	97
Flat B on 3/F with BAL and UP	1	89	89
Flat A on 5/F to 12/F, each with BAL and UP	8	97	776
Flat B on 5/F to 12/F, each with BAL and UP	8	89	712
Flat A on 15/F to 23/F, each with BAL and UP	9	97	873
Flat B on 15/F to 23/F, each with BAL and UP	9	89	801
Flat A on 25/F to 27/F, each with BAL and UP	3	97	291
Flat B on 25/F to 27/F, each with BAL and UP	3	89	267
Flat A on 28/F with BAL, UP, Stairhood, Flat Roofs and Roof	1	163	163

	<u>No. of Unit(s)</u>	<u>No. of Management Units per Unit</u>	<u>Total No. of Management Units</u>
<u>Tower 9</u>			
Flat A on 1/F with BAL, UP and Flat Roof	1	90	90
Flat B on 1/F with BAL, UP and Flat Roofs	1	90	90
Flat A on 2/F to 3/F, each with BAL and UP	2	89	178
Flat B on 2/F to 3/F, each with BAL and UP	2	89	178
Flat A on 5/F to 12/F, each with BAL and UP	8	89	712
Flat B on 5/F to 12/F, each with BAL and UP	8	89	712
Flat A on 15/F to 23/F, each with BAL and UP	9	89	801
Flat B on 15/F to 23/F, each with BAL and UP	9	89	801
Flat A on 25/F to 27/F, each with BAL and UP	3	89	267
Flat B on 25/F to 27/F, each with BAL and UP	3	89	267
Flat A on 28/F with BAL, UP, Stairhood, Flat Roofs and Roof	1	164	164
Total (Nos. of Flats Only) :	565	Total :	47,058

(B) Parking Spaces

158 Car Parking Spaces Nos. R51 - R208 on Basement 1 Floor of Car Park	158	6	948
233 Car Parking Spaces Nos. R209 - R441 on Basement 2 Floor of Car Park	233	6	1,398
27 Motor Cycle Parking Spaces Nos. M1 - M27 on Basement 1 Floor of Car Park	27	1	27
16 Motor Cycle Parking Spaces Nos. M28 - M43 on Basement 2 Floor of Car Park	16	1	16
Total :	434	Total :	2,389

Total = (A)+(B) : 49,447

Notes

(1) BAL = Balcony

(2) UP = Utility Platform

(3) In the numbering of floors, 4/F, 13/F, 14/F and 24/F are omitted in Towers 1, 2, 3, 5, 6, 7, 8 and 9.

(4) In the numbering of Flats, Flat I on 1/F to 3/F, 5/F to 12/F, 15/F to 23/F and 25/F to 28/F are omitted in Tower 7.

THE SIXTH SCHEDULE ABOVE REFERRED TO

Items of the Works and Installations in the Estate which will require regular maintenance on a recurrent basis are as follows :

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) plumbing system;
- (v) drainage system (including sewage pumping system);
- (vi) fire services installations and equipment;
- (vii) electrical wiring system;
- (viii) lift installations;
- (ix) gas supply system;
- (x) curtain wall, glass wall and window installations;
- (xi) central air-conditioning and ventilation system (if any);
- (xii) common swimming pools system;
- (xiii) landscape works (including irrigation system, vertical green, water features);
- (xiv) carparking system;
- (xv) lighting at Common Areas;
- (xvi) building maintenance unit (e.g. gondola);
- (xvii) security system;
- (xviii) telecommunication and broadcasting system;
- (xix) Concealed Drainage Pipes;
- (xx) the whole of the Sewage Disposal System; and
- (xxi) the Slopes and Retaining Walls (if any).

SEALED with the Common Seal of the)



First Owner in the presence of and)

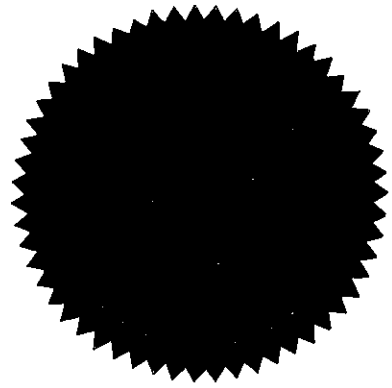
SIGNED by Fung Lee Woon King)

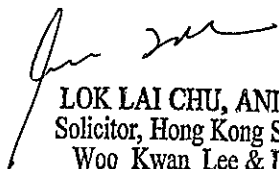
and Lee King Yue)

its Director(s))

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

✓

✓





LOK LAI CHU, ANITA
Solicitor, Hong Kong SAR
Woo Kwan Lee & Lo

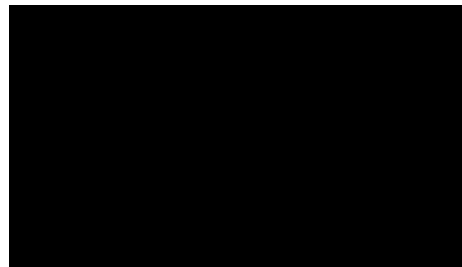
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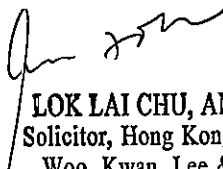
by the First Assignee (who having been)

previously identified by identification)

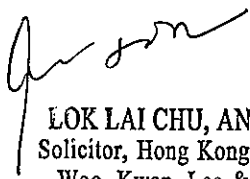
document(s) as specified above) in the)

presence of :-)




LOK LAI CHU, ANITA
Solicitor, Hong Kong SAR
Woo Kwan Lee & Lo

INTERPRETED to the First Assignee by :-



LOK LAI CHU, ANITA
Solicitor, Hong Kong SAR
Woo Kwan Lee & Lo

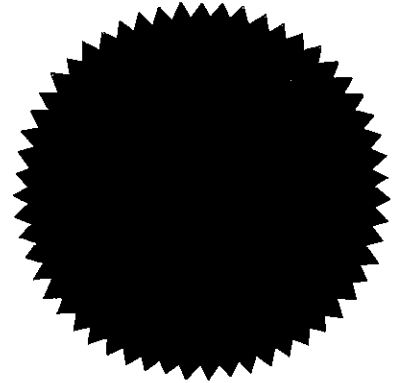
SEALED with the Common Seal of the
Manager in the presence of and SIGNED

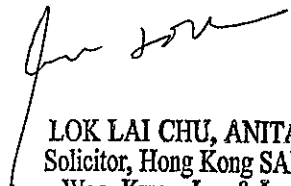
by **Fung Lee Woon King** **and**

Lee King Yue **its Director(s)**

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

)
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LOK LAI CHU, ANITA
Solicitor, Hong Kong SAR
Woo Kwan Lee & Lo



LEGEND:

- Y ESTATE COMMON AREAS
- B DEVELOPMENT RESIDENTIAL COMMON AREAS
- G RESIDENTIAL TOWERS COMMON AREAS
- I CAR PARK COMMON AREAS (ESTATE)



Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	27/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 24 FEBRUARY 2016				
C	LACO COMMENTS DATED 22 APRIL 2016				
D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	05/19

RONALD LU & PARTNERS
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
 Ronald Lu & Partners (Hong Kong) Ltd.
 呂元祥建築師事務所(香港)有限公司
 33rd Floor, Wu Chung House,
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 Wanchai, Hong Kong
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 Fax: (852) 2834 5442

Project Title
 RESIDENTIAL DEVELOPMENT
 AT CASTLE PEAK ROAD,
 KWU TUNG, N.T.
 LOT NO. 2640 IN D.D.92

Drawing Title
 BASEMENT 2 FLOOR PLAN

Project No. 13182NT	Issue Date MAY 2019
Cad File No. U:\...DRAWING\DMC\	
SCALE 1 : 600	
Drawing No. DMC-001	

I hereby certify
 the accuracy of this plan

Ronald Lu

[LU Yuen Cheung Ronald]
 Authorized Person



LEGEND:

- ESTATE COMMON AREAS
- ESTATE COMMON AREAS (BOX CULVERT WITHIN THE LOT BOUNDARY)
- DEVELOPMENT RESIDENTIAL COMMON AREAS
- DEVELOPMENT RESIDENTIAL COMMON AREAS (RECREATIONAL AREAS AND FACILITIES)
- RESIDENTIAL TOWERS COMMON AREAS
- CAR PARK COMMON AREAS (ESTATE)
- CAR PARK COMMON AREAS (HOUSES)



Rev	Description	Drawn	Checked	Approved	Date
—	DRAFT	CWL	FYC	KI	12/05/15
—	1ST SUBMISSION	CWL	FYC	KI	—/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				—/—/—
B	LACO COMMENTS DATED 24 FEBRUARY 2016				—/—/—
C	LACO COMMENTS DATED 22 APRIL 2016				—/—/—
D	LACO COMMENTS DATED 25 OCTOBER 2016				—/—/—
E	LACO COMMENTS DATED 22 DECEMBER 2016				—/—/—
F	FINAL AMENDMENT	CWL	FYC	KI	—/05/19

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 213 Queen's Road East,
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 Fax : (852) 2834 5442

Project Title
 PROPOSED RESIDENTIAL
 DEVELOPMENT AT CASTLE
 PEAK ROAD, KWU TUNG, N.T.
 LOT NO. 2640 IN D.D.92

Drawing Title
 BASEMENT 1 FLOOR PLAN

Project No.
 13182NT
 Issue Date.
 MAY 2019
 Cad File No.
 U:\...DRAWING\DMC\
 SCALE.
 1 : 600
 Drawing No.
 DMC-002

I hereby certify
 the accuracy of this plan

[LU Yuen Cheung Ronald]
 Authorized Person



LEGEND:

- Y ESTATE COMMON AREAS
- B DEVELOPMENT RESIDENTIAL COMMON AREAS
- B DEVELOPMENT RESIDENTIAL COMMON AREAS (RECREATIONAL AREAS AND FACILITIES)
- G RESIDENTIAL TOWERS COMMON AREAS
- L CAR PARK COMMON AREAS (ESTATE)
- L CAR PARK COMMON AREAS (HOUSES)
- COVERED LANDSCAPED AREAS




Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
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C	LACO COMMENTS DATED 22 APRIL 2016				
D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	05/19

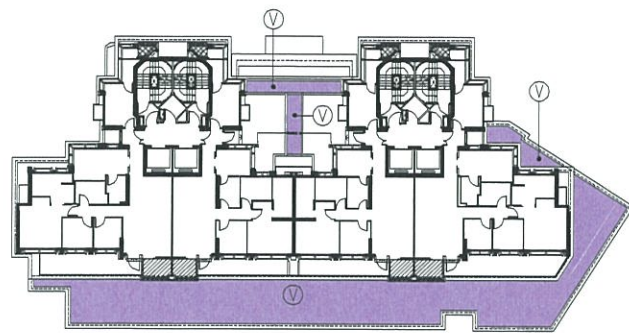
RONALD LU & PARTNERS
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
 Ronald Lu & Partners (Hong Kong) Ltd.
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Project Title
 RESIDENTIAL DEVELOPMENT
 AT CASTLE PEAK ROAD,
 KWU TUNG, N.T.
 LOT NO. 2640 IN D.D.92

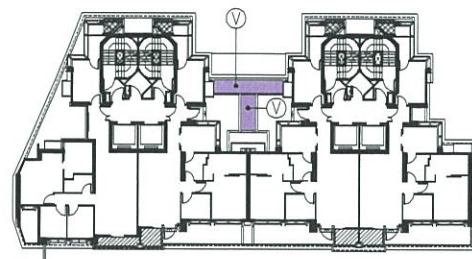
Drawing Title
 GROUND FLOOR PLAN

Project No.
 13182NT
 Issue Date.
 MAY 2019
 Cad File No.
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 SCALE.
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 Drawing No.
 DMC-003

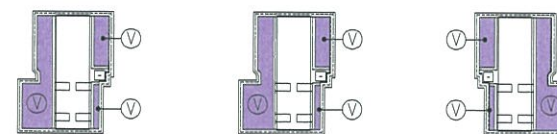
I hereby certify
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 Authorized Person



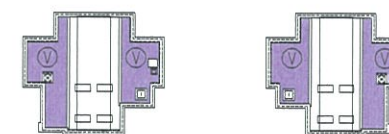
2/F PLAN (TOWER 1 & 2)



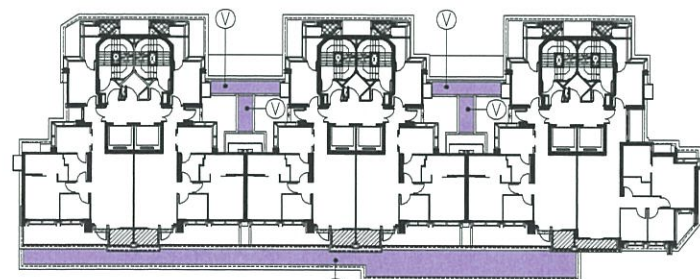
1/F PLAN (TOWER 8 & 9)



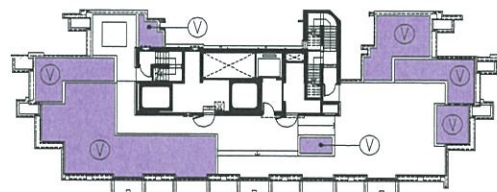
TOP ROOF PLAN (TOWER 3, 5 & 6)



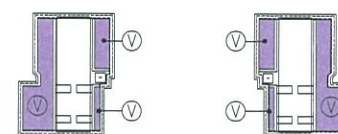
TOP ROOF PLAN (TOWER 1 & 2)



1/F PLAN (TOWER 3, 5 & 6)



ROOF PLAN (TOWER 7)



TOP ROOF PLAN (TOWER 8 & 9)

LEGEND:



HORIZONTAL GREENING
DEVELOPMENT RESIDENTIAL COMMON AREAS (GREENERY AREAS)
(ACCESS VIA COMMON AREA)



Rev	Description	Drawn	Checked	Approved	Date
-	LACO COMMENTS DATED 22 APRIL 2016				
A	LACO COMMENTS DATED 22 DECEMBER 2016				
B	FINAL AMENDMENT	CWL	FYC	KI	05/19

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ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
Ronald Lu & Partners (Hong Kong) Ltd.
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Fax: (852) 2834 5442

Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

Drawing Title
SITE COVERAGE
OF GREENERY (2)

Project No. 13182NT	Issue Date MAY 2019
Cad File No. U:\...\DRAWING\DMC\	
SCALE 1 : 600	
Drawing No. DMC-004.1	

I hereby certify
the accuracy of this plan

Ronald Lu

[LU Yuen Cheung Ronald]
Authorized Person

RONALD LU & PARTNERS



Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 24 FEBRUARY 2016				
C	LACO COMMENTS DATED 22 APRIL 2016				
D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	05/19

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 Ronald Lu & Partners (Hong Kong) Ltd.
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 33rd Floor, Wu Chung House,
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 Wanchai, Hong Kong
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 Fax : (852) 2834 5442

Project Title
 RESIDENTIAL DEVELOPMENT
 AT CASTLE PEAK ROAD,
 KWU TUNG, N.T.
 LOT NO. 2640 IN D.D.92

Drawing Title
 FIRST FLOOR PLAN

Project No.
 13182NT **Issue Date:**
 MAY 2019
Cad File No.
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SCALE:
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Drawing No.
 DMC-005

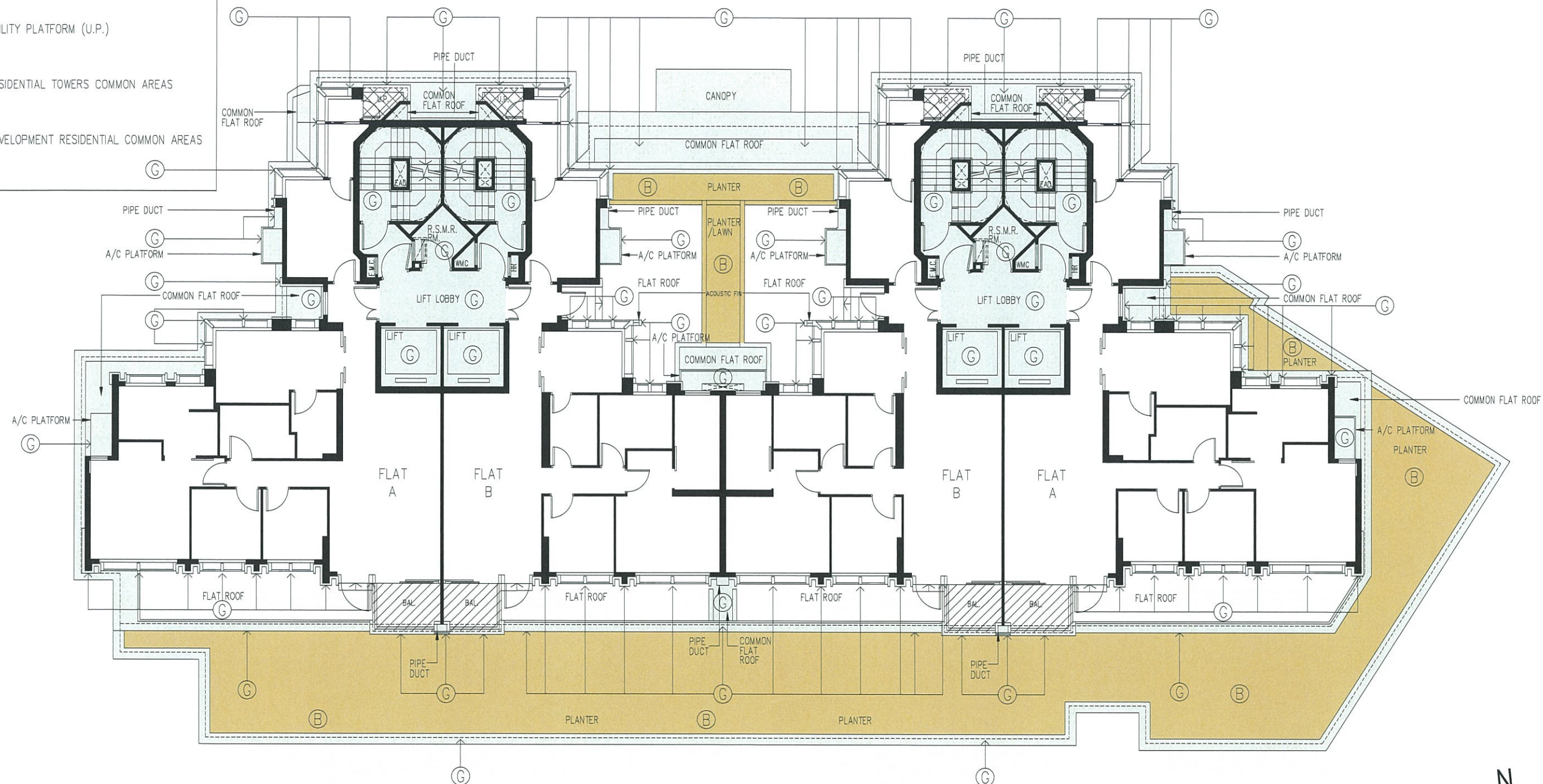
I hereby certify
 the accuracy of this plan

Ronald Lu
[LU Yuen Cheung Ronald]
 Authorized Person

RONALD LU & PARTNERS

LEGEND:

-  BALCONY (BAL.)
-  UTILITY PLATFORM (U.P.)
-  RESIDENTIAL TOWERS COMMON AREAS
-  DEVELOPMENT RESIDENTIAL COMMON AREAS



2/F PLAN
(TOWER 1) (1 STOREY)

2/F PLAN
(TOWER 2) (1 STOREY)

Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	22/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 29 NOVEMBER 2016				
D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	05/18

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Project Title
 RESIDENTIAL DEVELOPMENT
 AT CASTLE PEAK ROAD,
 KWU TUNG, N.T.
 LOT NO. 2640 IN D.D.92

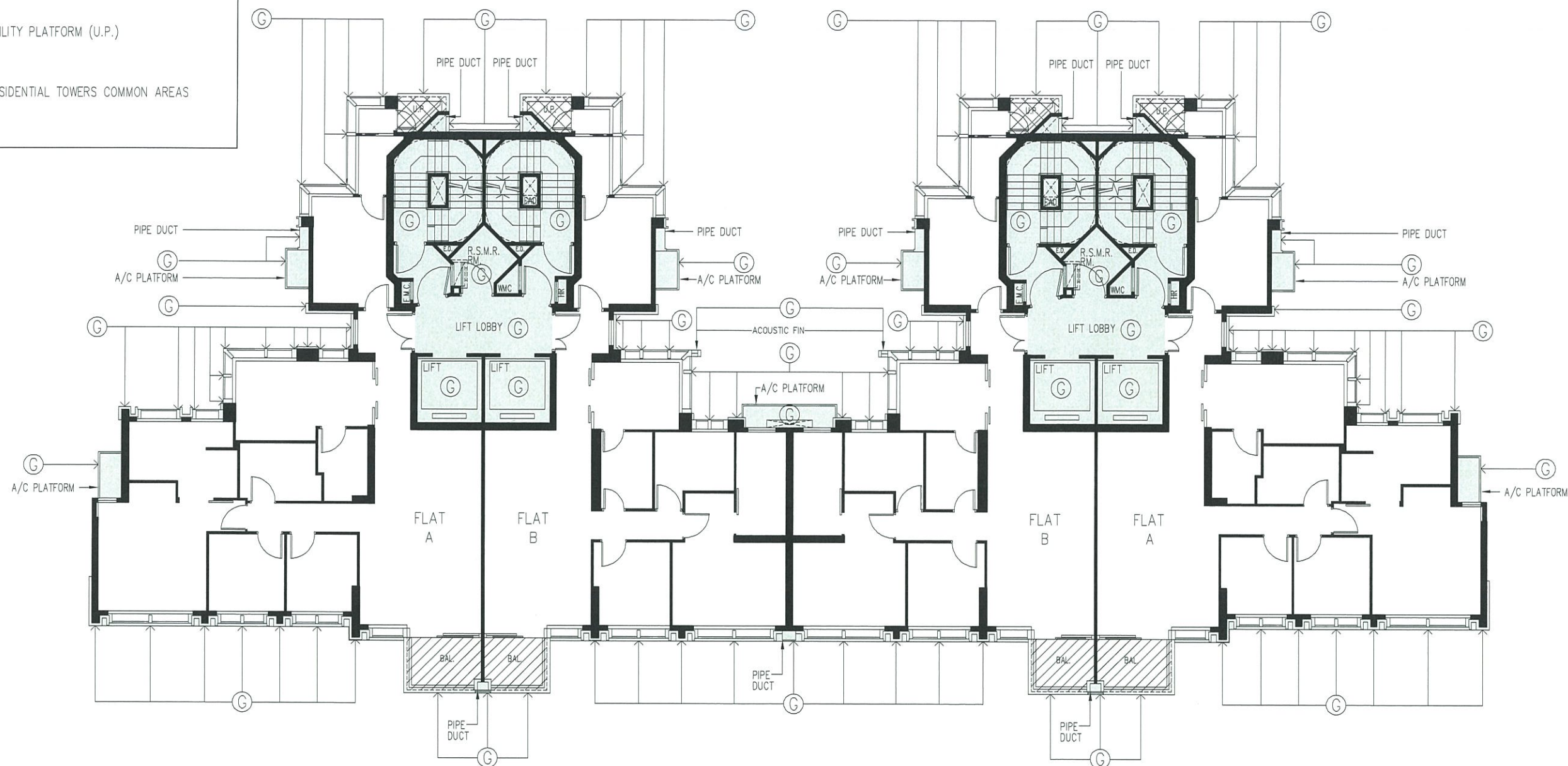
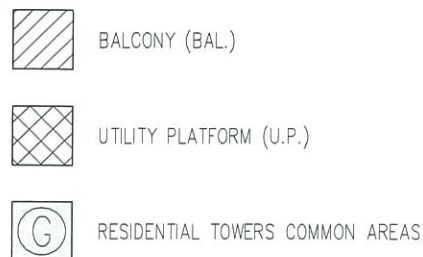
Drawing Title
 2/F PLAN
 FOR TOWER 1 AND 2

Project No.
 13182NT
 Issue Date
 MAY 2019
 Cad File No.
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 SCALE
 1 : 150
 Drawing No.
 DMC-006

I hereby certify
 the accuracy of this plan

[LU Yuen Cheung Ronald]
 Authorized Person

LEGEND:



3/F-12/F PLAN
(TOWER 1) (9 STOREYS)

NOTES : (1) THERE WILL BE NO 4/F IN THE NOMENCLATURE SYSTEM
FOR NUMBERING FLOORS

3/F-12/F PLAN
(TOWER 2) (9 STOREYS)

NOTES : (1) THERE WILL BE NO 4/F IN THE NOMENCLATURE SYSTEM
FOR NUMBERING FLOORS



Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
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E	FINAL AMENDMENT	CWL	FYC	KI	05/19

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 Ronald Lu & Partners (Hong Kong) Ltd.
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Project Title
 RESIDENTIAL DEVELOPMENT
 AT CASTLE PEAK ROAD,
 KWU TUNG, N.T.
 LOT NO. 2640 IN D.D.92




Drawing Title
 3/F-12/F PLAN
 FOR TOWER 1 AND 2

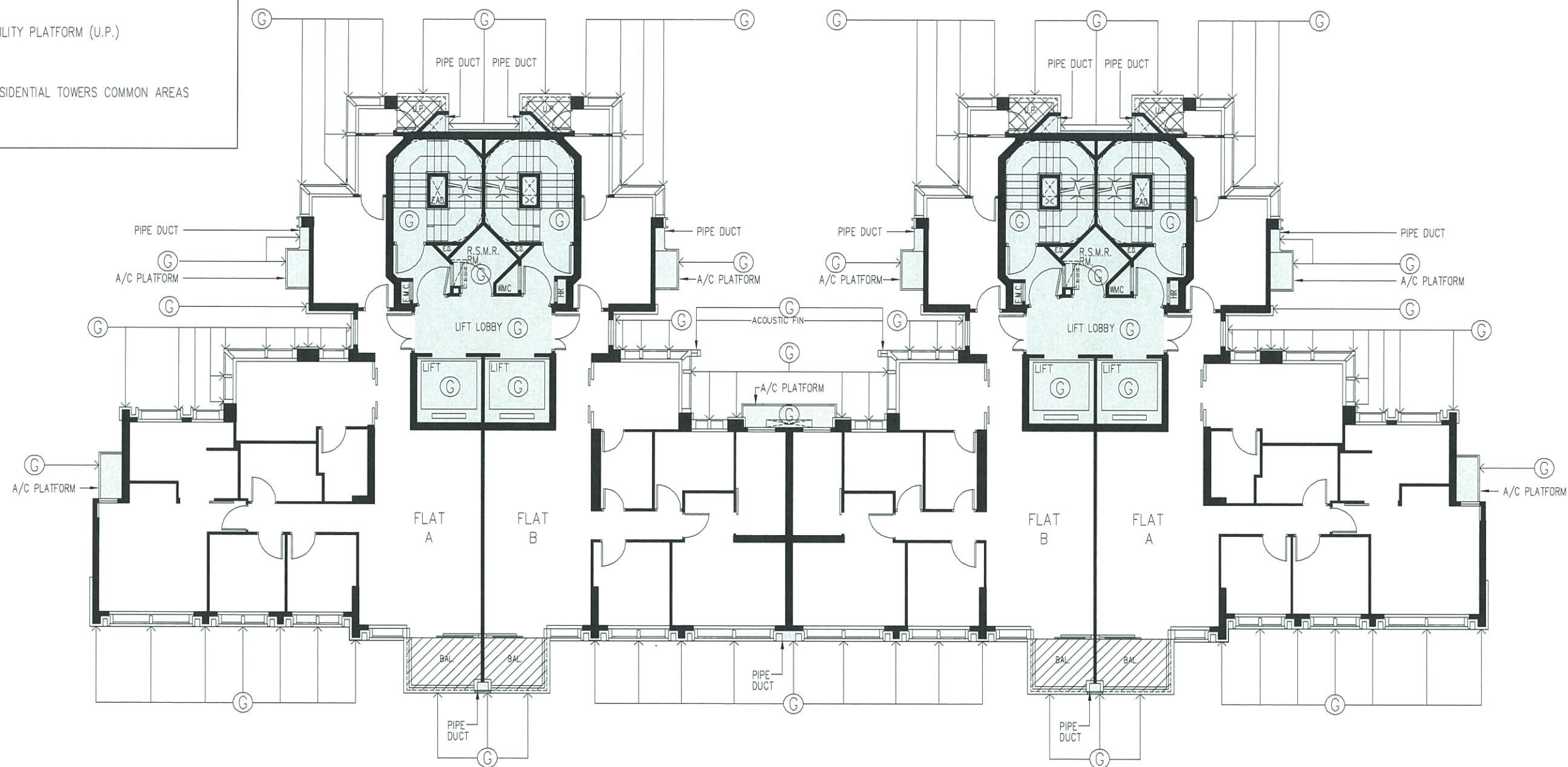
Project No.
 13182NT
 Issue Date
 MAY 2019
 Cad File No.
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 Drawing No.
 DMC-007

I hereby certify
 the accuracy of this plan

[LU Yuen Cheung Ronald]
 Authorized Person

LEGEND:

-  BALCONY (BAL.)
-  UTILITY PLATFORM (U.P.)
-  RESIDENTIAL TOWERS COMMON AREAS



15/F-27/F PLAN (TOWER 1) (12 STOREYS)

NOTES : (1) THERE WILL BE NO 13/F, 14/F & 24/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS

15/F-27/F PLAN (TOWER 2) (12 STOREYS)

NOTES : (1) THERE WILL BE NO 13/F, 14/F & 24/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS



Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
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C	LACO COMMENTS DATED 29 NOVEMBER 2016				
D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	05/19


RONALD LU & PARTNERS
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
Ronald Lu & Partners (Hong Kong) Ltd.
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33rd Floor, Wu Chung House,
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Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

Drawing Title
15/F-27/F PLAN
FOR TOWER 1 AND 2

Project No. 13182NT	Issue Date MAY 2019
Cad File No. U:\...\DRAWING\DMC\	
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Drawing No. DMC-008	

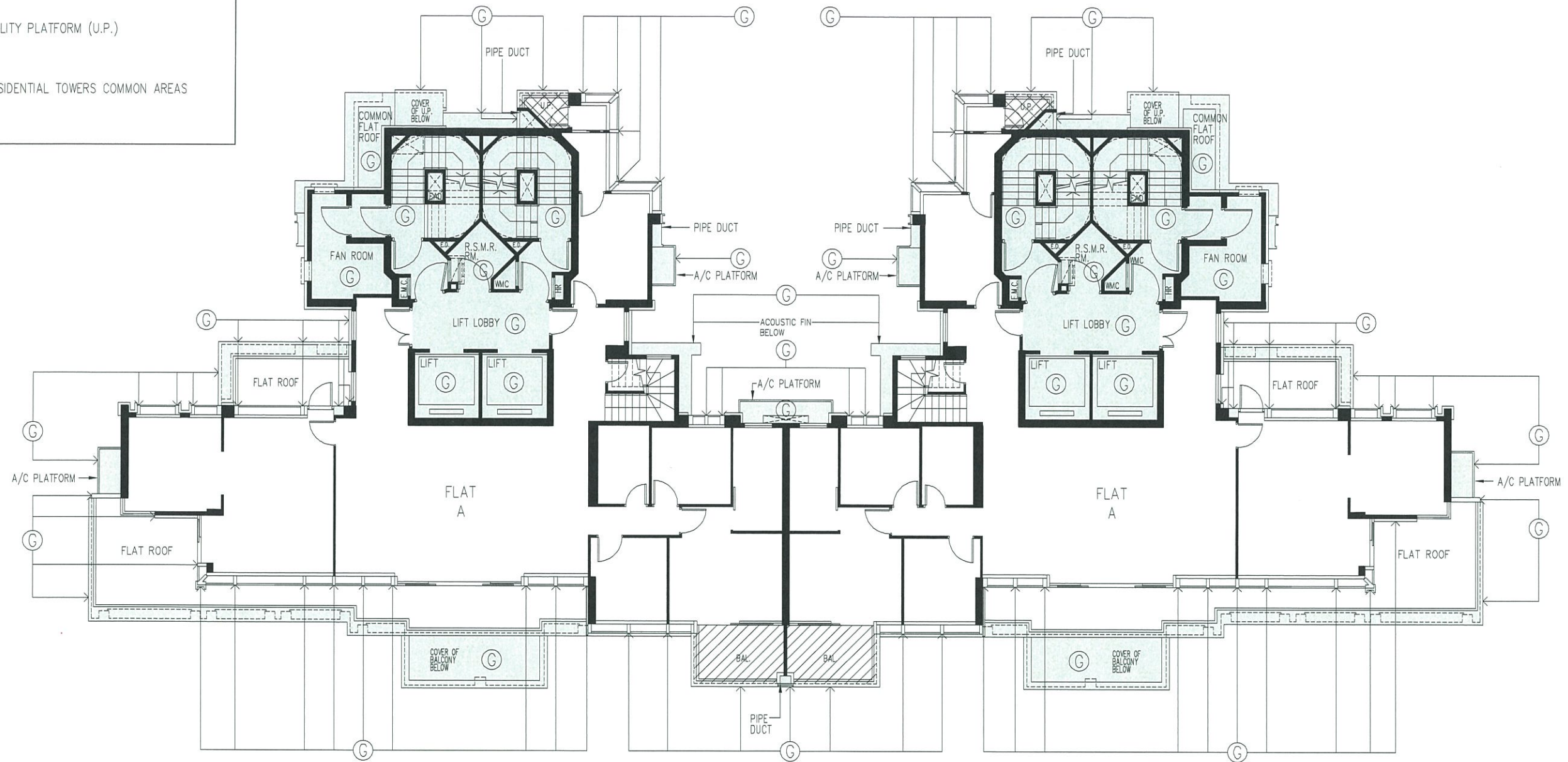
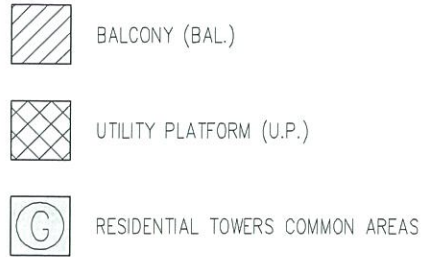
I hereby certify
the accuracy of this plan



[LU Yuen Cheung Ronald]
Authorized Person

RONALD LU & PARTNERS

LEGEND:



28/F PLAN
(TOWER 1) (1 STOREY)

28/F PLAN
(TOWER 2) (1 STOREY)



Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	07/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
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C	LACO COMMENTS DATED 25 OCTOBER 2016				
D	LACO COMMENTS DATED 29 NOVEMBER 2016				
E	LACO COMMENTS DATED 22 DECEMBER 2016				
F	FINAL AMENDMENT	CWL	FYC	KI	05/19

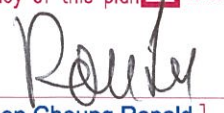
RONALD LU & PARTNERS
 ARCHITECTS / PLANNERS / INTERIOR DESIGNERS
 Ronald Lu & Partners (Hong Kong) Ltd.
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Project Title
 RESIDENTIAL DEVELOPMENT
 AT CASTLE PEAK ROAD,
 KWU TUNG, N.T.
 LOT NO. 2640 IN D.D.92

Drawing Title
 28/F PLAN
 FOR TOWER 1 AND 2

Project No.	13182NT	Issue Date	MAY 2019
Cad File No.	U:\...DRAWING\DMC\		
SCALE	1 : 150		
Drawing No.	DMC-009		

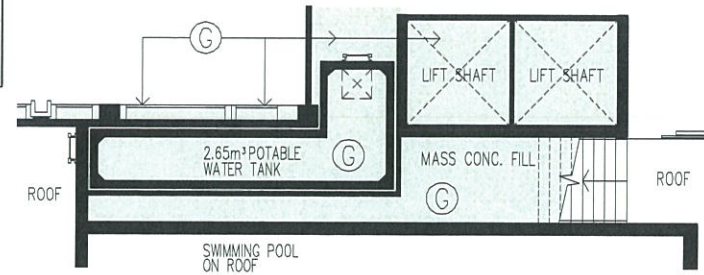
I hereby certify
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 Authorized Person

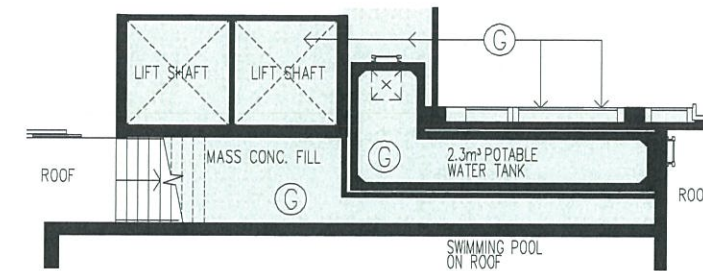
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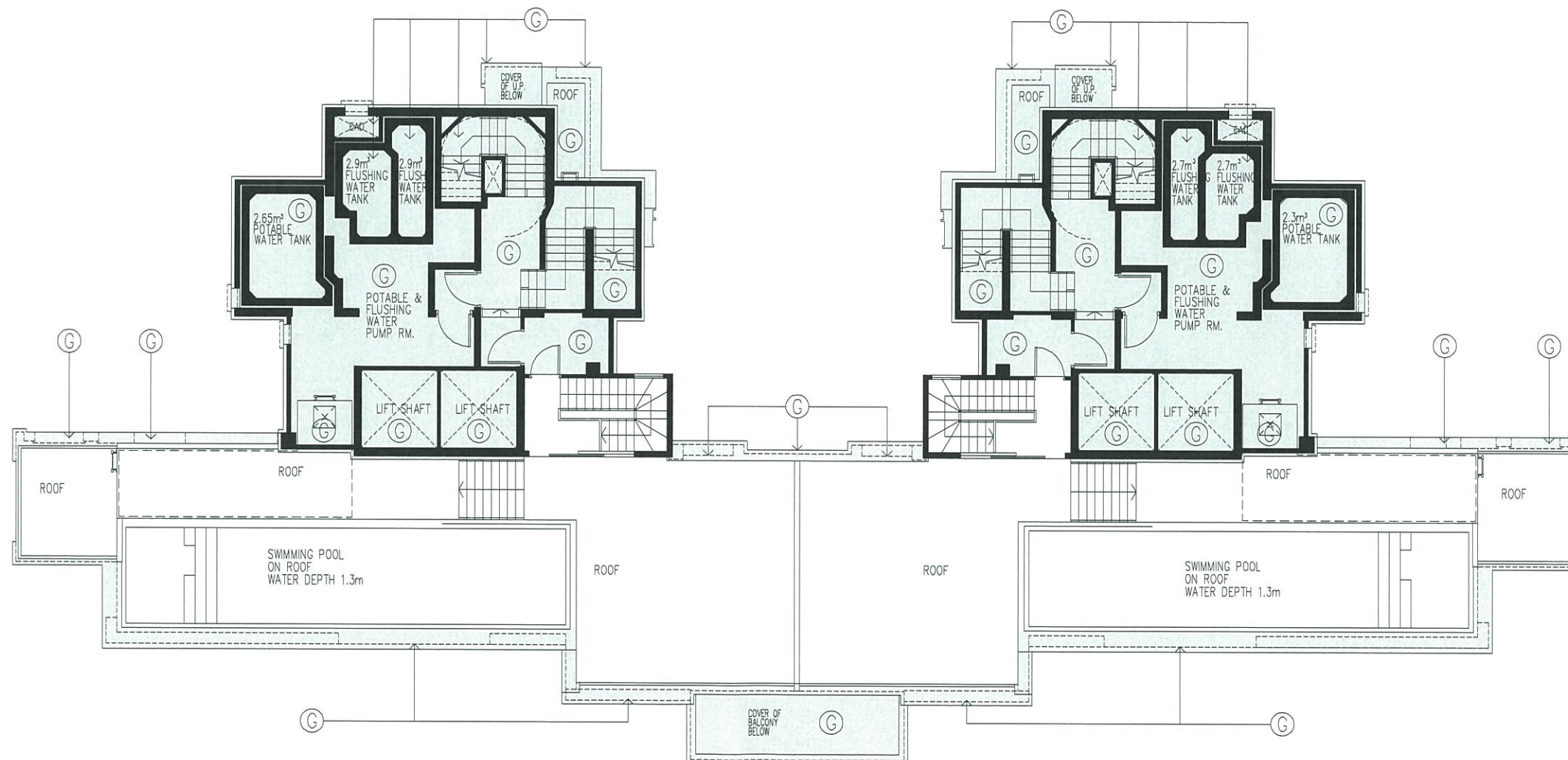
RESIDENTIAL TOWERS COMMON AREAS



PART PLAN
(TOWER 1)



PART PLAN
(TOWER 2)



ROOF PLAN
(TOWER 1)

ROOF PLAN
(TOWER 2)



Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	17/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 22 DECEMBER 2016				
D	FINAL AMENDMENT	CWL	FYC	KI	17/05/19

RONALD LU & PARTNERS
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Ronald Lu & Partners (Hong Kong) Ltd.
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213 Queen's Road East,
Wanchai, Hong Kong
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Fax: (852) 2834 5442

Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

Drawing Title
ROOF PLAN
FOR TOWER 1 AND 2

Project No.
13182NT
Issue Date
MAY 2019
Cad File No.
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SCALE
1 : 150
Drawing No.
DMC-010

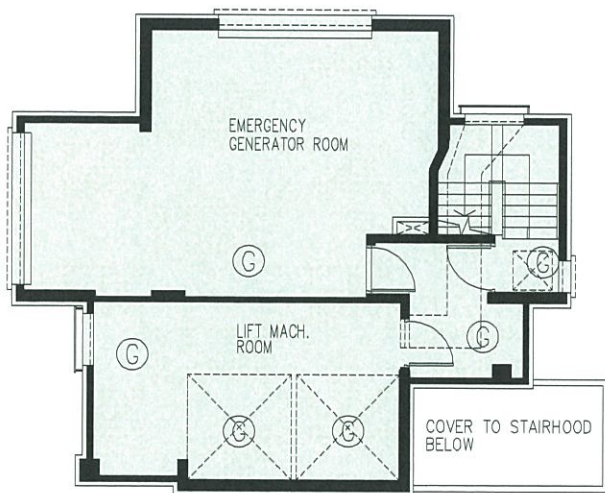
I hereby certify
the accuracy of this plan

[LU Yuen Cheung Ronald]
Authorized Person

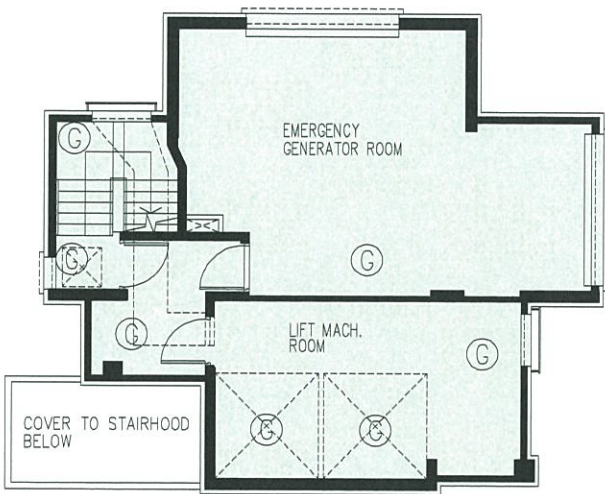
LEGEND:



RESIDENTIAL TOWERS COMMON AREAS



LIFT MACH. ROOM FLOOR PLAN
(TOWER 1)



LIFT MACH. ROOM FLOOR PLAN
(TOWER 2)



Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	22/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 22 DECEMBER 2016				
D	FINAL AMENDMENT	CWL	FYC	KI	22/05/19

RONALD LU & PARTNERS
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Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

Drawing Title
LIFT MACH. RM. FLOOR PLAN
FOR TOWER 1 AND 2

Project No.	13182NT	Issue Date	MAY 2019
Cad File No.	U:\...\DRAWING\DMC\		
SCALE	1 : 150		
Drawing No.	DMC-011		

I hereby certify
the accuracy of this plan **RONALD LU & PARTNERS**
Ronald Lu
[LU Yuen Cheung Ronald]
Authorized Person

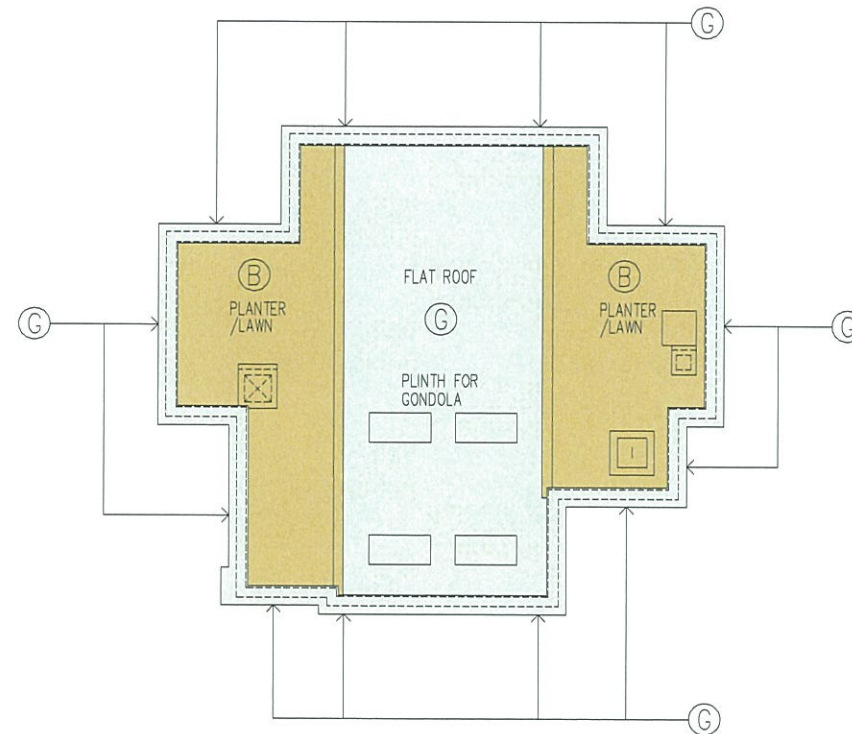
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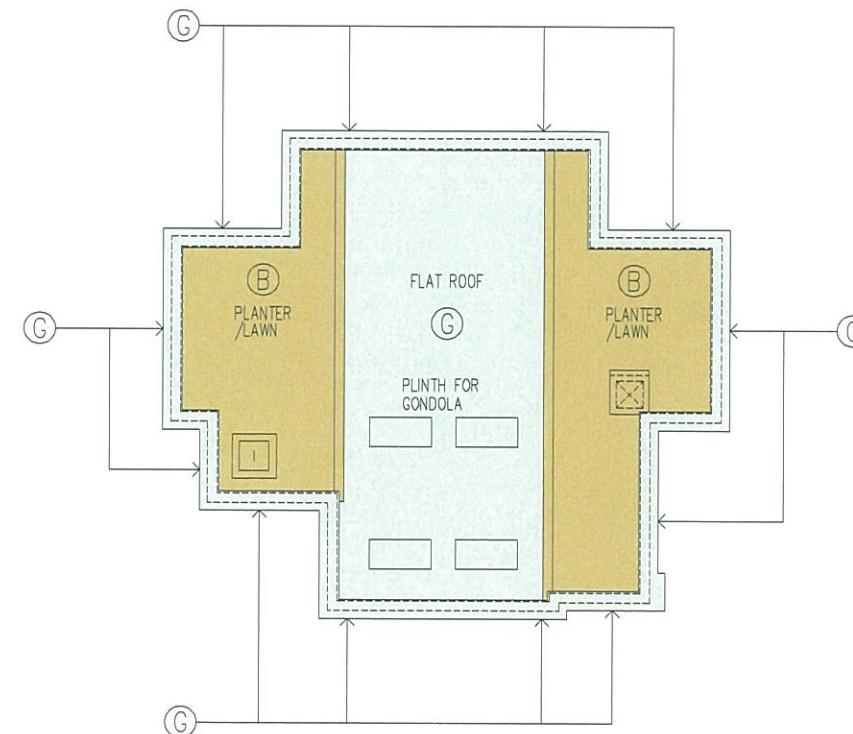
RESIDENTIAL TOWERS COMMON AREAS



DEVELOPMENT RESIDENTIAL COMMON AREAS



TOP ROOF PLAN AT +108.85
(TOWER 1)



TOP ROOF PLAN AT +108.85
(TOWER 2)




Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 29 NOVEMBER 2016				
D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	05/19

RONALD LU & PARTNERS
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
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Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

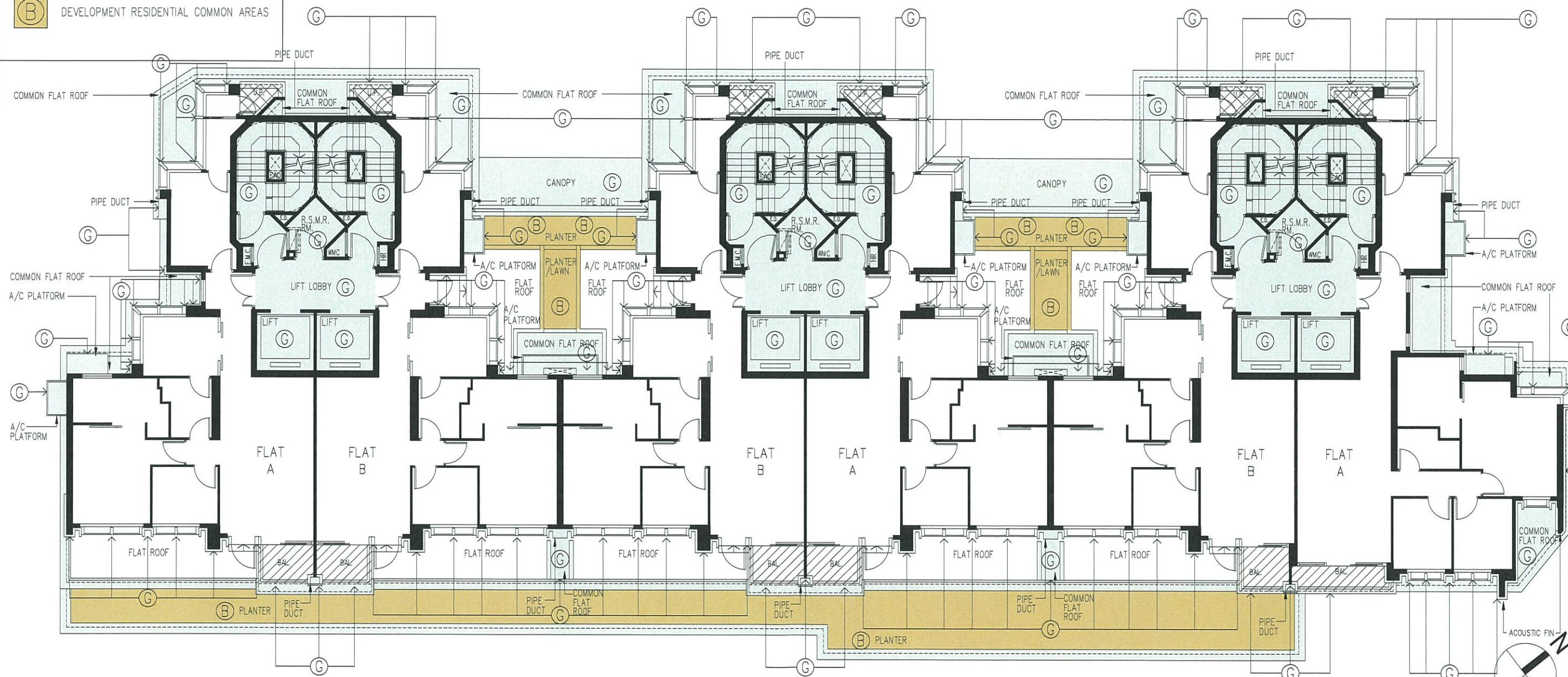
Drawing Title
TOP ROOF PLAN
FOR TOWER 1 AND 2

Project No.
13182NT
Issue Date.
MAY 2019
Cad File No.
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SCALE.
1 : 150
Drawing No.
DMC-012

I hereby certify
the accuracy of this plan

[LU Yuen Cheung Ronald]
Authorized Person

LEGEND:

-  BALCONY (BAL.)
-  UTILITY PLATFORM (U.P.)
-  RESIDENTIAL TOWERS COMMON AREAS
-  DEVELOPMENT RESIDENTIAL COMMON AREAS



1/F PLAN
(TOWER 3) (1 STOREY)

1/F PLAN
(TOWER 5) (1 STOREY)

1/F PLAN
(TOWER 6) (1 STOREY)

Rev	Description	Drawn	Checked	Approved	Date
—	DRAFT	CWL	FYC	KI	12/05/15
—	1ST SUBMISSION	CWL	FYC	KI	—/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 25 OCTOBER 2016				
D	LACO COMMENTS DATED 29 NOVEMBER 2016				
E	LACO COMMENTS DATED 22 DECEMBER 2016				
F	FINAL AMENDMENT	CWL	FYC	KI	—/05/19

RONALD LU & PARTNERS
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Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

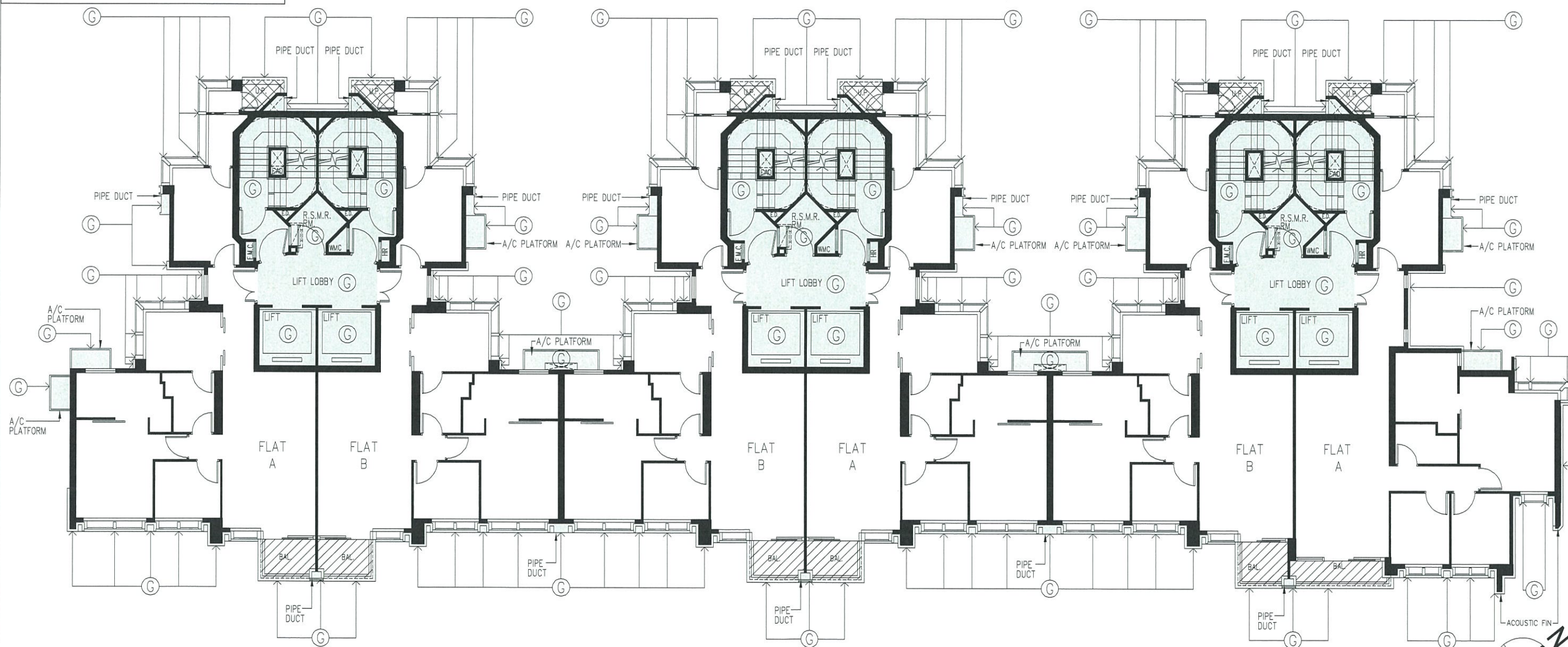
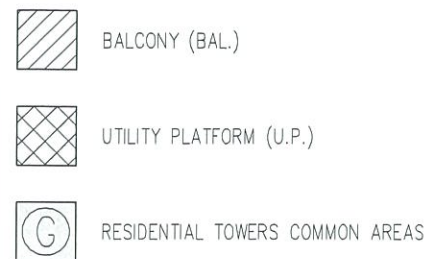
Drawing Title
1/F PLAN
FOR TOWER 3, 5 AND 6

Project No.
13182NT
Issue Date
MAY 2019
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SCALE
1 : 150
Drawing No.
DMC-013

I hereby certify
the accuracy of this plan

[LU Yuen Cheung Ronald]
Authorized Person

LEGEND:



2/F-27/F PLAN
(TOWER 3) (22 STOREYS)

NOTES : (1) THERE WILL BE NO 4/F, 13/F, 14/F & 24/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS

2/F-27/F PLAN
(TOWER 5) (22 STOREYS)

NOTES : (1) THERE WILL BE NO 4/F, 13/F, 14/F & 24/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS

2/F-27/F PLAN
(TOWER 6) (22 STOREYS)

NOTES : (1) THERE WILL BE NO 4/F, 13/F, 14/F & 24/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS

Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	09/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 29 NOVEMBER 2016				
D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	05/19

RONALD LU & PARTNERS
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 Fax: (852) 2834 5442

Project Title
 RESIDENTIAL DEVELOPMENT
 AT CASTLE PEAK ROAD,
 KWU TUNG, N.T.
 LOT NO. 2640 IN D.D.92

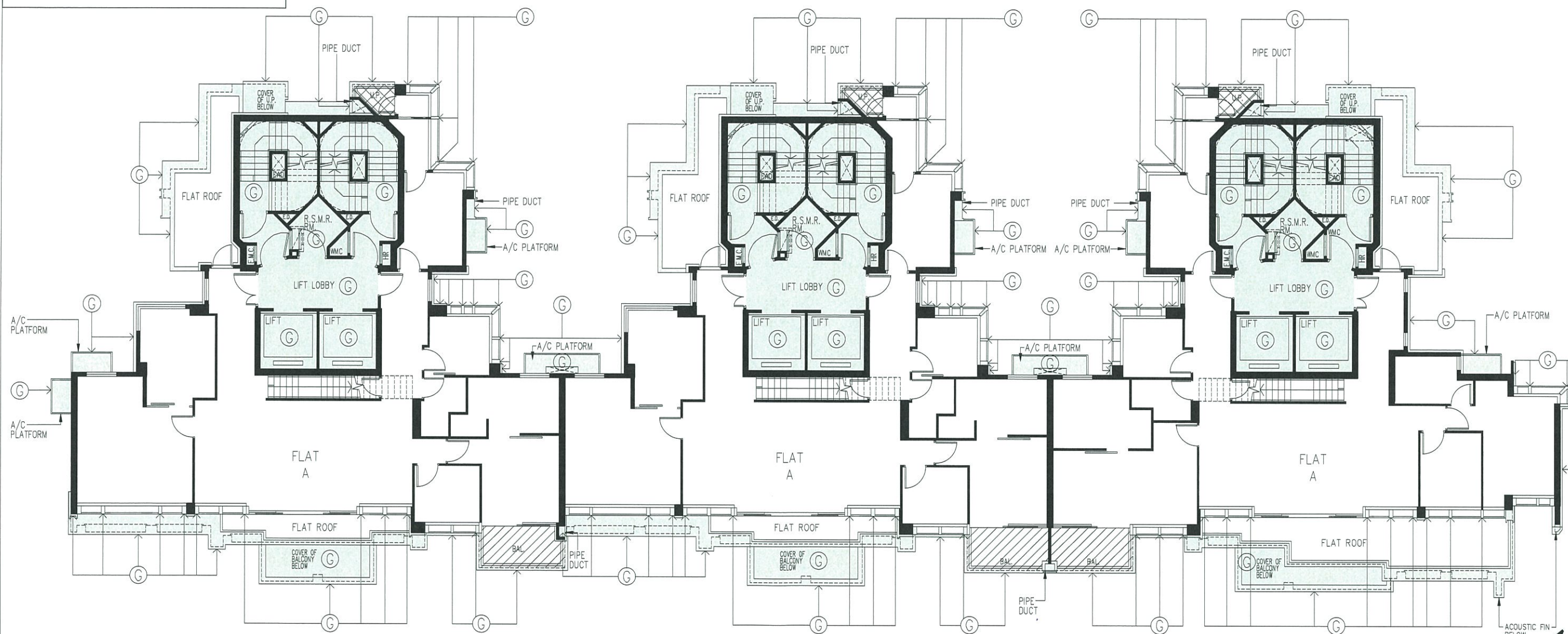
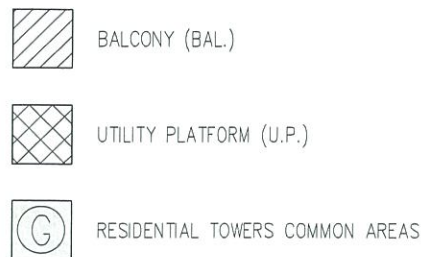
Drawing Title
 2/F-27/F PLAN
 FOR TOWER 3, 5 AND 6

Project No.	13182NT	Issue Date	MAY 2019
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SCALE	1 : 150		
Drawing No.	DMC-014		

I hereby certify
 the accuracy of this plan

[LU Yuen Cheung Ronald]
 Authorized Person

LEGEND:



28/F PLAN
(TOWER 3) (1 STOREY)

28/F PLAN
(TOWER 5) (1 STOREY)

28/F PLAN
(TOWER 6) (1 STOREY)

Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	27/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 29 NOVEMBER 2016				
D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	27/05/19

RONALD LU & PARTNERS
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
 Ronald Lu & Partners (Hong Kong) Ltd.
 呂元椿建築師事務所(香港)有限公司
 33rd Floor, Wu Chung House,
 213 Queen's Road East,
 Wanchai, Hong Kong
 Tel : (852) 2891 2212
 Fax : (852) 2834 5442

Project Title
 RESIDENTIAL DEVELOPMENT
 AT CASTLE PEAK ROAD,
 KWU TUNG, N.T.
 LOT NO. 2640 IN D.D.92

Drawing Title
 28/F PLAN
 FOR TOWER 3, 5 AND 6

Project No.
 13182NT
 Issue Date
 MAY 2019
 Cod File No.
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 SCALE
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 Drawing No.
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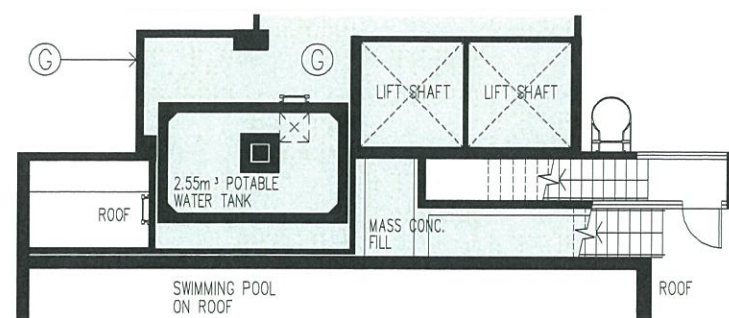
I hereby certify
 the accuracy of this plan

 [LU Yuen Cheung Ronald]
 Authorized Person

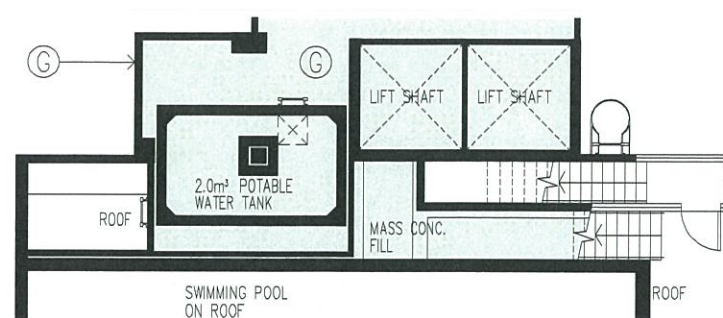
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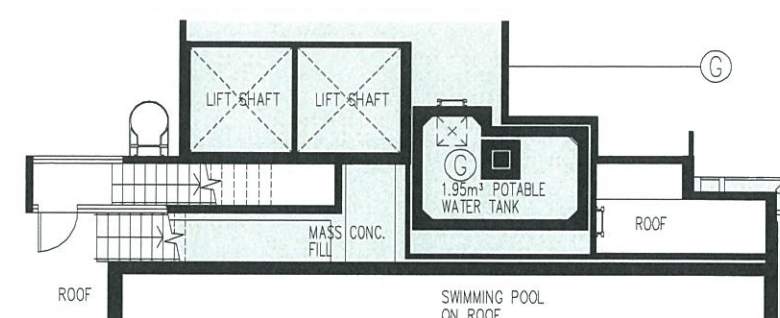
RESIDENTIAL TOWERS COMMON AREAS



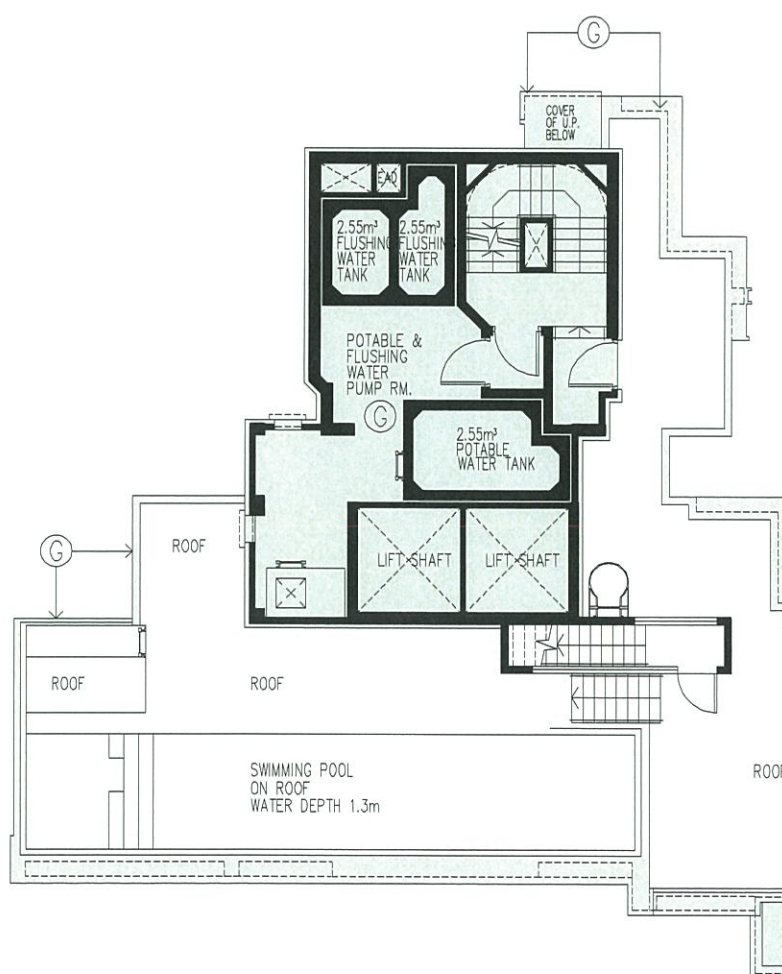
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(TOWER 3)



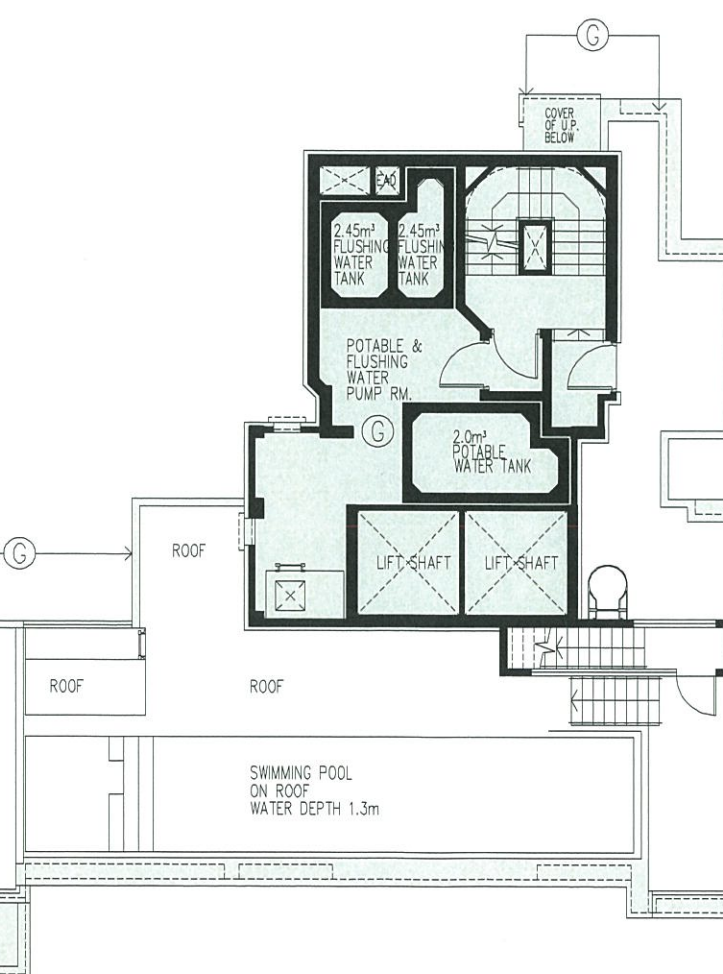
PART PLAN
(TOWER 5)



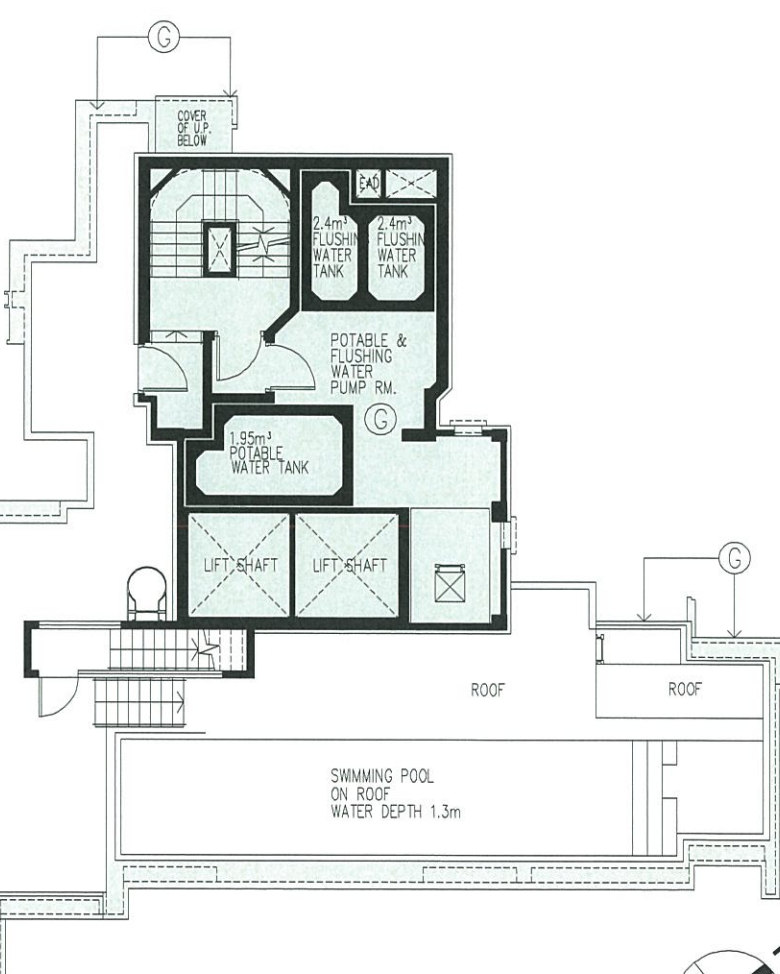
PART PLAN
(TOWER 6)



ROOF PLAN
(TOWER 3)



ROOF PLAN
(TOWER 5)



ROOF PLAN
(TOWER 6)



Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 22 DECEMBER 2016				
D	FINAL AMENDMENT	CWL	FYC	KI	05/19

RONALD LU & PARTNERS
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Ronald Lu & Partners (Hong Kong) Ltd.
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Tel : (852) 2891 2212
Fax : (852) 2834 5442

Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

Drawing Title
ROOF PLAN
FOR TOWER 3, 5 AND 6

Project No.
13182NT
Issue Date
MAY 2019
Cad File No.
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SCALE
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Drawing No.
DMC-016

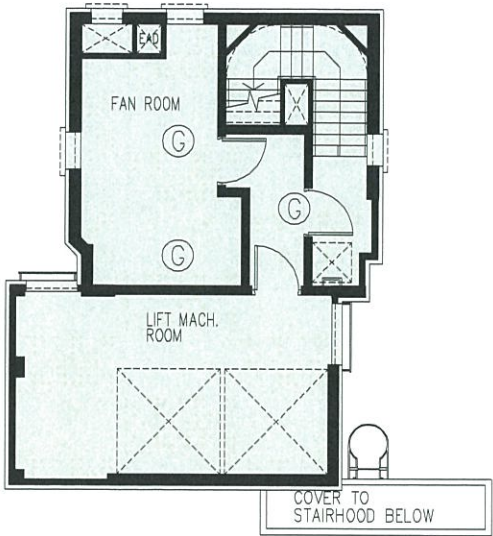
I hereby certify
the accuracy of this plan

[LU Yuen Cheung Ronald]
Authorized Person

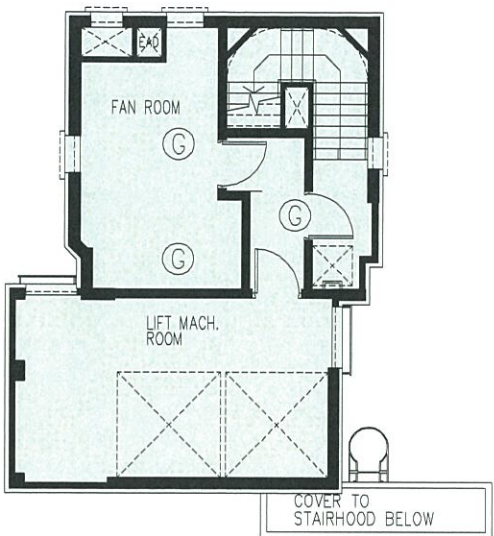
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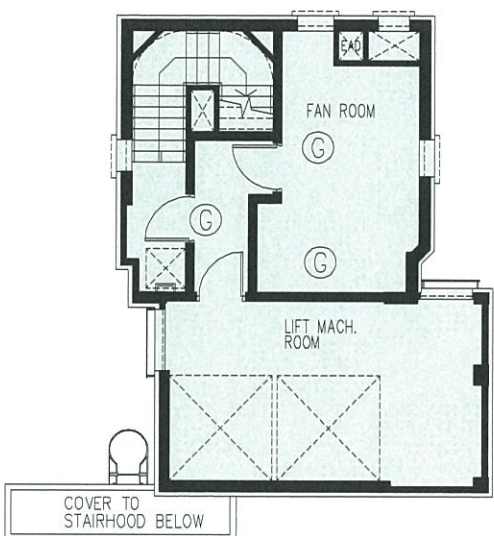
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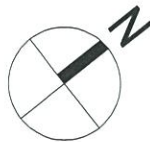
LIFT MACH. ROOM FLOOR PLAN
(TOWER 3)



LIFT MACH. ROOM FLOOR PLAN
(TOWER 5)



LIFT MACH. ROOM FLOOR PLAN
(TOWER 6)




Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 22 DECEMBER 2016				
D	FINAL AMENDMENT	CWL	FYC	KI	05/19

RONALD LU & PARTNERS
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
Ronald Lu & Partners (Hong Kong) Ltd.
呂元輝建築師事務所(香港)有限公司
33rd Floor, Wu Chung House,
213 Queen's Road East,
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Tel : (852) 2891 2212
Fax : (852) 2834 5442

Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

Drawing Title
LIFT MACH. RM. FLOOR PLAN
FOR TOWER 3, 5 AND 6

Project No.
13182NT
Issue Date
MAY 2019
Cad File No.
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SCALE
1 : 150
Drawing No.
DMC-017

I hereby certify
the accuracy of this plan

[LU Yuen Cheung Ronald]
Authorized Person

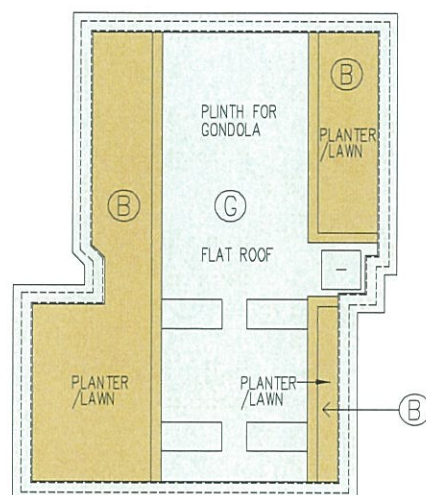
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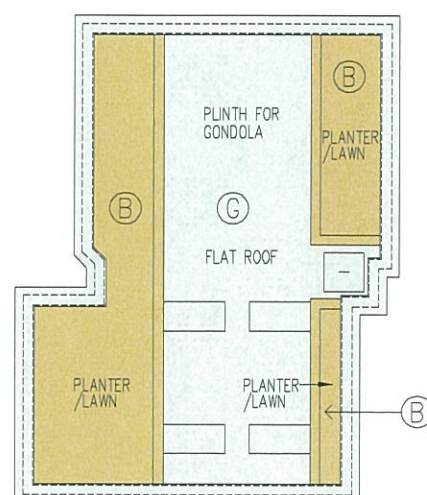
RESIDENTIAL TOWERS COMMON AREAS



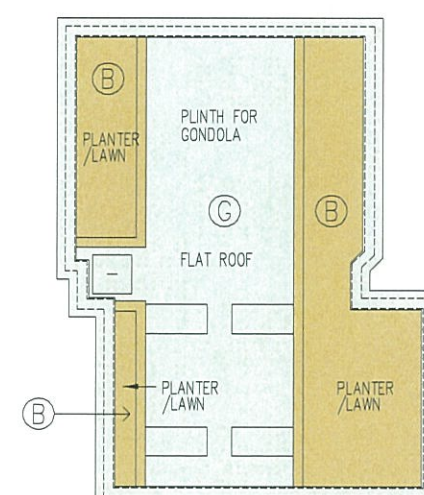
DEVELOPMENT RESIDENTIAL COMMON AREAS



TOP ROOF PLAN AT +106.80
(TOWER 3)



TOP ROOF PLAN AT +106.80
(TOWER 5)



TOP ROOF PLAN AT +106.80
(TOWER 6)



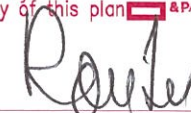
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-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	27/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
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C	LACO COMMENTS DATED 29 NOVEMBER 2016				
D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	27/05/19

RONALD LU & PARTNERS
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Ronald Lu & Partners (Hong Kong) Ltd.
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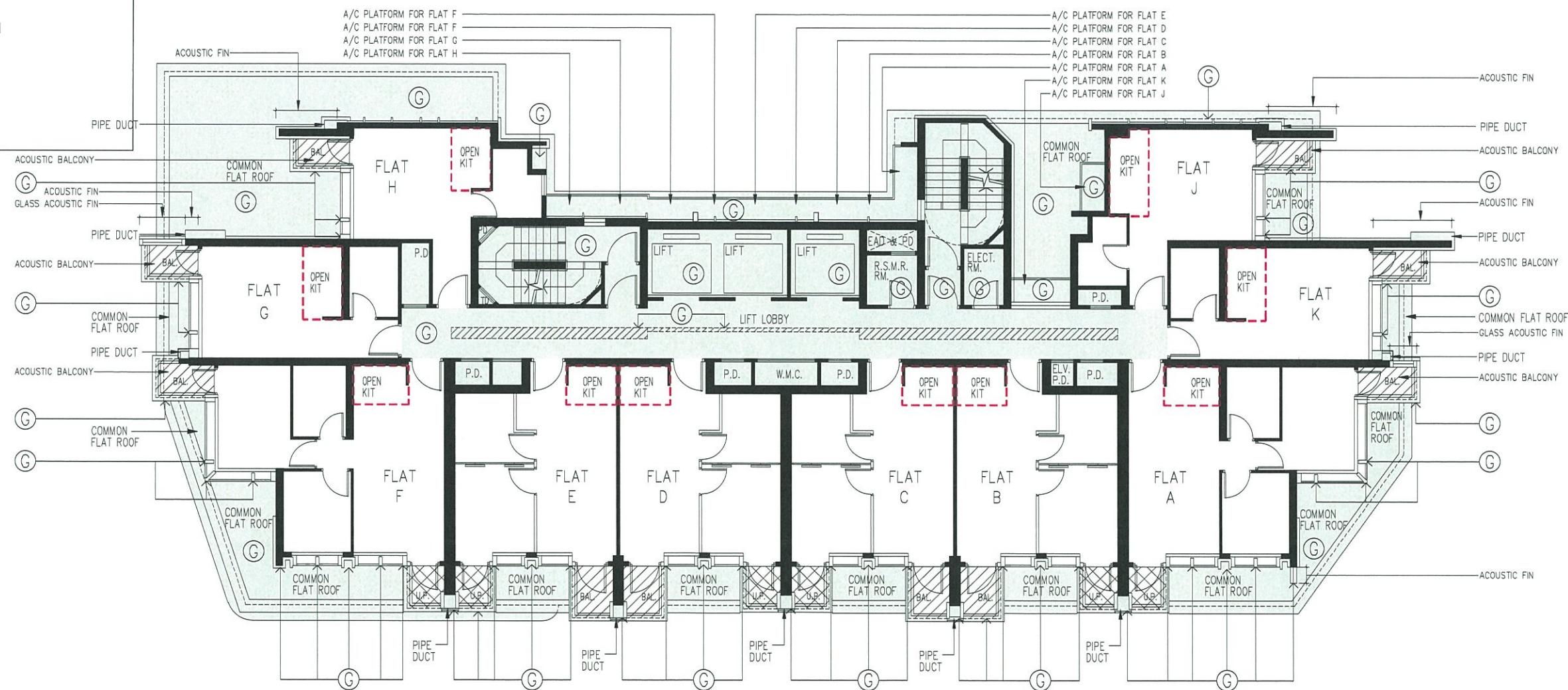
Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

Drawing Title
TOP ROOF PLAN
FOR TOWER 3, 5 AND 6

Project No.
13182NT
Issue Date
MAY 2019
Cad File No.
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SCALE
1 : 150
Drawing No.
DMC-018

I hereby certify
the accuracy of this plan

[LU Yuen Cheung Ronald]
Authorized Person

LEGEND:



1/F PLAN
(TOWER 7) (1 STOREY)
NOTES : (1) THERE WILL BE NO DESIGNATION OF FLAT I



Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 29 NOVEMBER 2016				
D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	05/19

RONALD LU & PARTNERS
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
Ronald Lu & Partners (Hong Kong) Ltd.
呂元棟建築師事務所(香港)有限公司
33rd Floor, Wu Chung House,
213 Queen's Road East,
Wanchai, Hong Kong
Tel : (852) 2891 2212
Fax : (852) 2834 5442

Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

Drawing Title
1/F PLAN
FOR TOWER 7

Project No. 13182NT	Issue Date. MAY 2019
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Drawing No. DMC-019	

I hereby certify
the accuracy of this plan

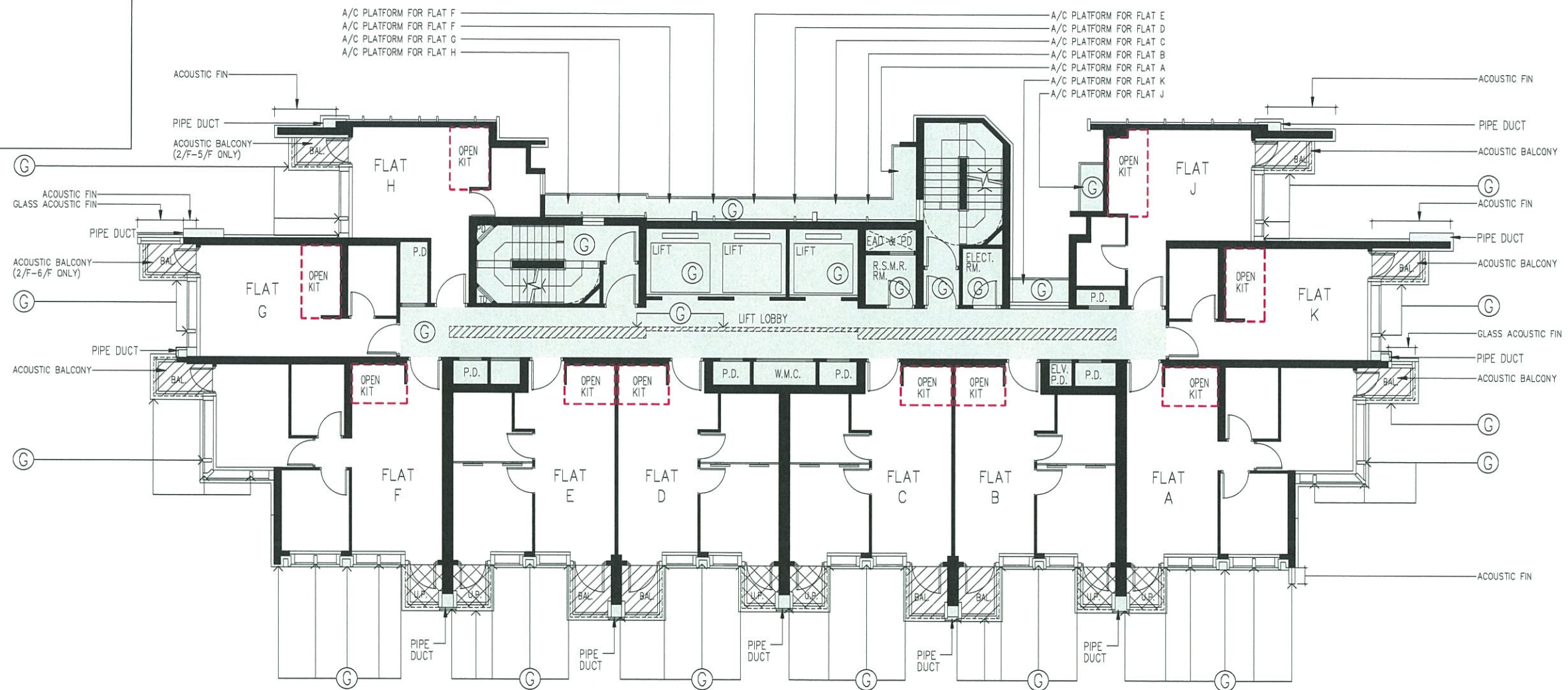
Ronald Lu

[LU Yuen Cheung Ronald]
Authorized Person

RONALD LU & PARTNERS

LEGEND:

-  BALCONY (BAL.)
-  UTILITY PLATFORM (U.P.)
-  RESIDENTIAL TOWERS COMMON AREAS
-  WIDER COMMON CORRIDORS & LIFT LOBBIES
-  OPEN KIT
- AREA OF OPEN KITCHEN



2/F-11/F PLAN (TOWER 7) (9 STOREYS)

NOTES : (1) THERE WILL BE NO 4/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS
(2) THERE WILL BE NO DESIGNATION OF FLAT I

Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	27/09/15
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D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	27/05/19

RONALD LU & PARTNERS
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Ronald Lu & Partners (Hong Kong) Ltd.
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Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

Drawing Title
2/F-11/F PLAN
FOR TOWER 7

Project No. 13182NT	Issue Date MAY 2019
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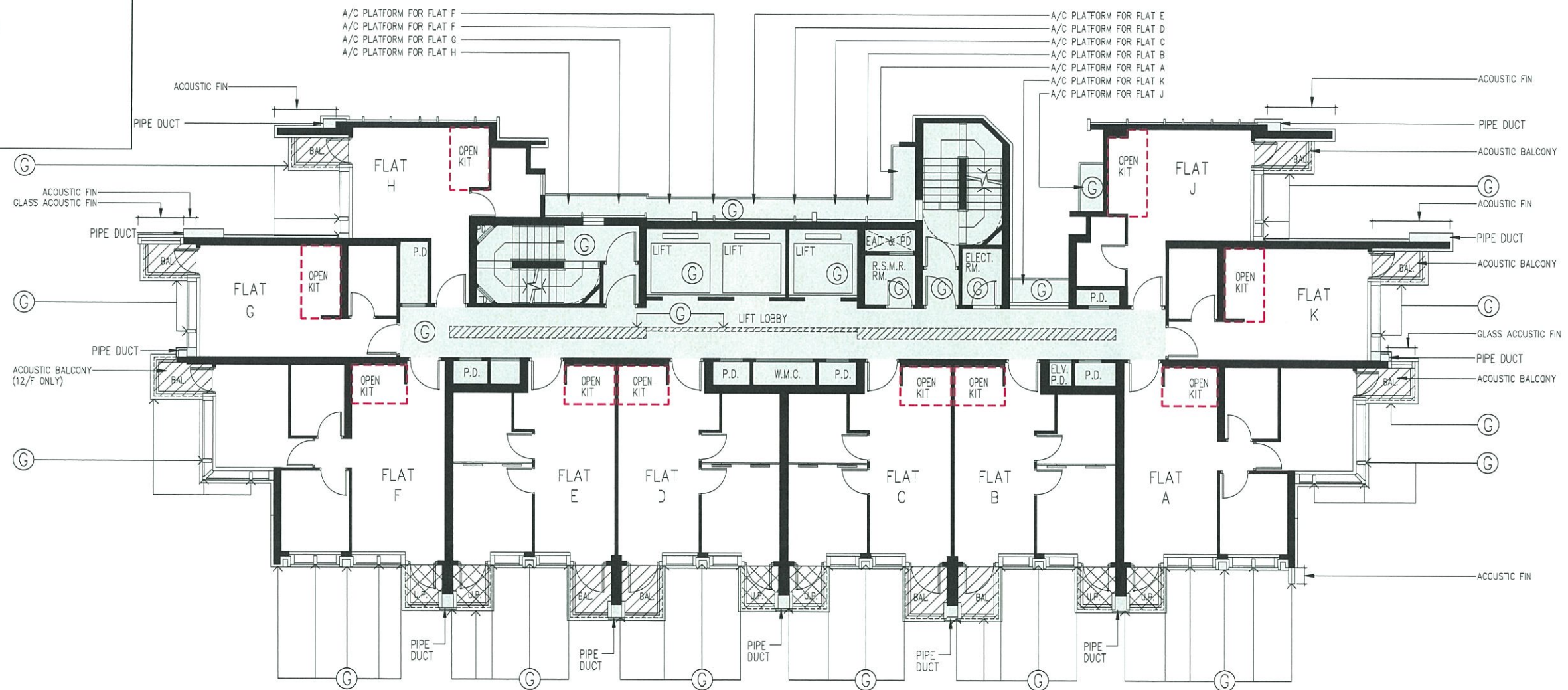
I hereby certify
the accuracy of this plan.

Ronald Lu

[LU Yuen Cheung Ronald]
Authorized Person

LEGEND:

-  BALCONY (BAL.)
-  UTILITY PLATFORM (U.P.)
-  RESIDENTIAL TOWERS COMMON AREAS
-  WIDER COMMON CORRIDORS & LIFT LOBBIES
-  OPEN KIT
- AREA OF OPEN KITCHEN



12/F-28/F PLAN (TOWER 7) (14 STOREYS)

NOTES : (1) THERE WILL BE NO 13/F, 14/F & 24/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS
(2) THERE WILL BE NO DESIGNATION OF FLAT I



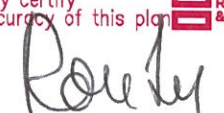
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-	DRAFT	CWL	FYC	KI	12/05/15
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A	LACO COMMENTS DATED 11 DECEMBER 2015				
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D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	27/05/19

RONALD LU & PARTNERS
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
Ronald Lu & Partners (Hong Kong) Ltd.
呂元棟建築師事務所(香港)有限公司
33rd Floor, Wu Chung House,
213 Queen's Road East,
Wanchai, Hong Kong
Tel : (852) 2891 2212
Fax : (852) 2834 5442

Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

Drawing Title
12/F-28/F PLAN
FOR TOWER 7

Project No.
13182NT
Issue Date
MAY 2019
Cad File No.
U:\...\DRAWING\DMC\
SCALE
1 : 150
Drawing No.
DMC-021

I hereby certify
the accuracy of this plan

[LU Yuen Cheung Ronald]
Authorized Person

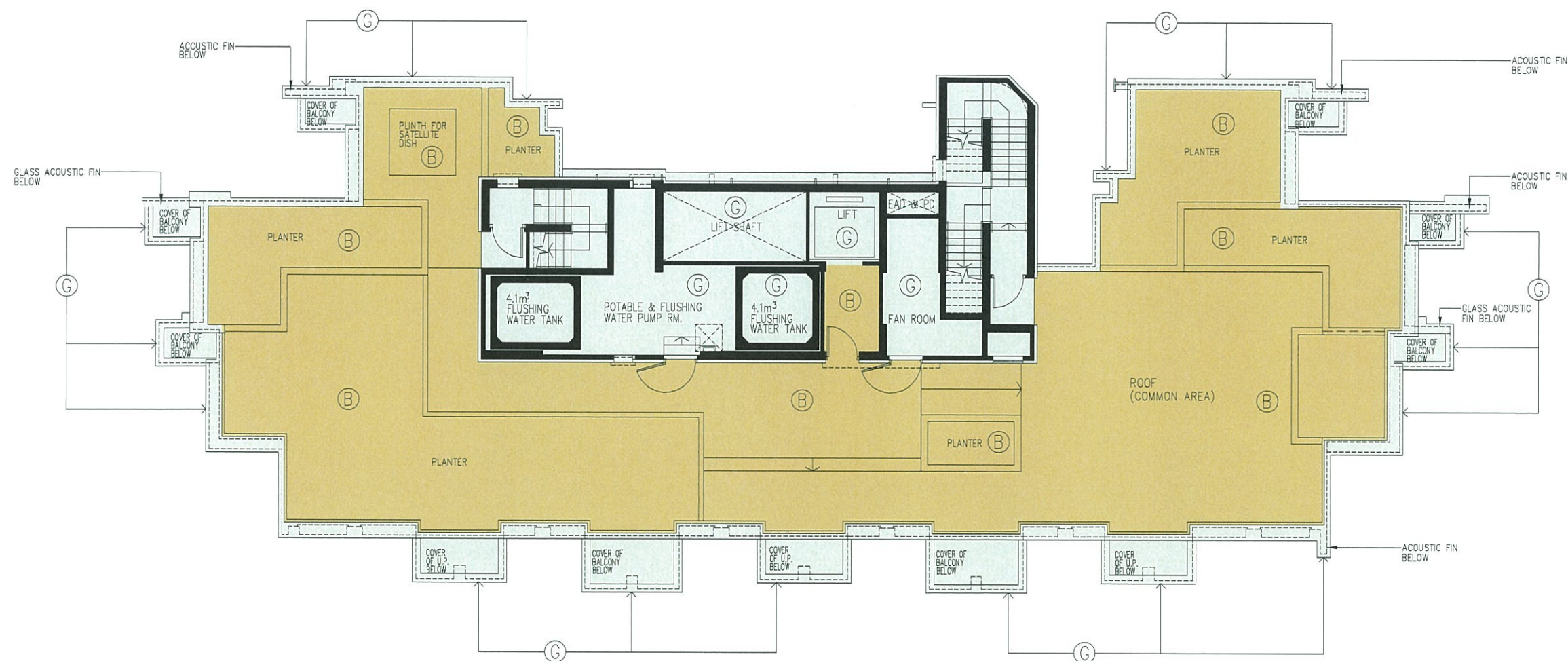
LEGEND:



RESIDENTIAL TOWERS COMMON AREAS



DEVELOPMENT RESIDENTIAL COMMON AREAS



ROOF PLAN
(TOWER 7)



Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	09/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 22 DECEMBER 2016				
D	FINAL AMENDMENT	CWL	FYC	KI	05/19

RONALD LU & PARTNERS
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
Ronald Lu & Partners (Hong Kong) Ltd.
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Fax : (852) 2834 5442

Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

Drawing Title
ROOF PLAN
FOR TOWER 7

Project No.
13182NT
Issue Date
MAY 2019
Cad File No.
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SCALE
1 : 150
Drawing No.
DMC-022

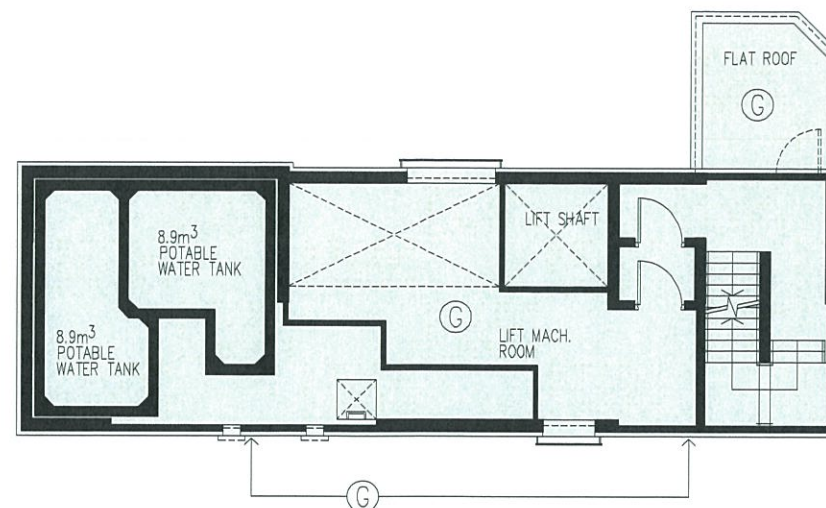
I hereby certify
the accuracy of this plan

[LU Yuen Cheung Ronald]
Authorized Person

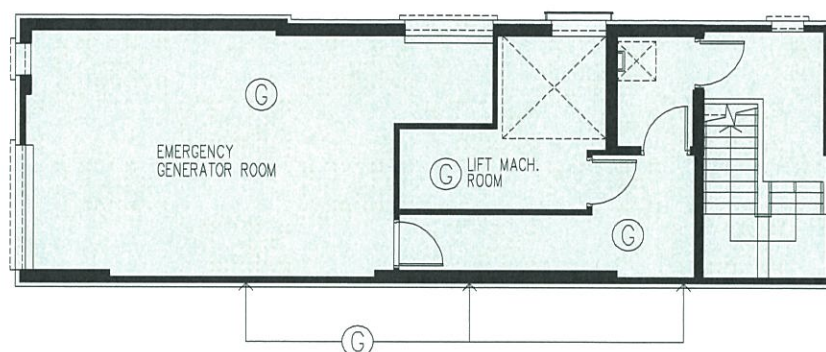
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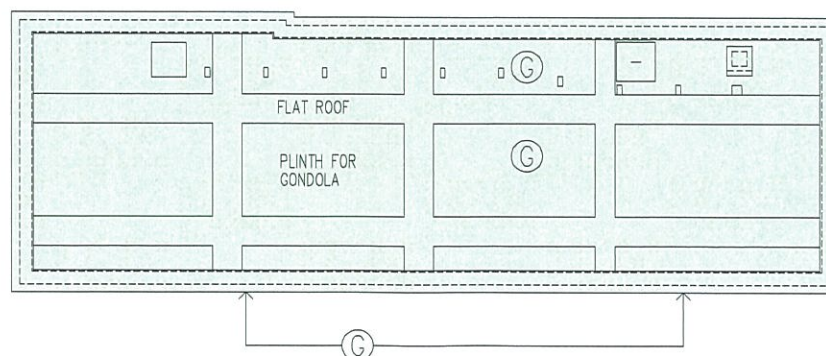
RESIDENTIAL TOWERS COMMON AREAS



LIFT MACH. ROOM FLOOR PLAN
(TOWER 7)



UPPER ROOF FLOOR PLAN
(TOWER 7)



TOP ROOF FLOOR PLAN AT +108.55
(TOWER 7)



Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	27/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 29 NOVEMBER 2016				
D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	25/05/19

RONALD LU & PARTNERS
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Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

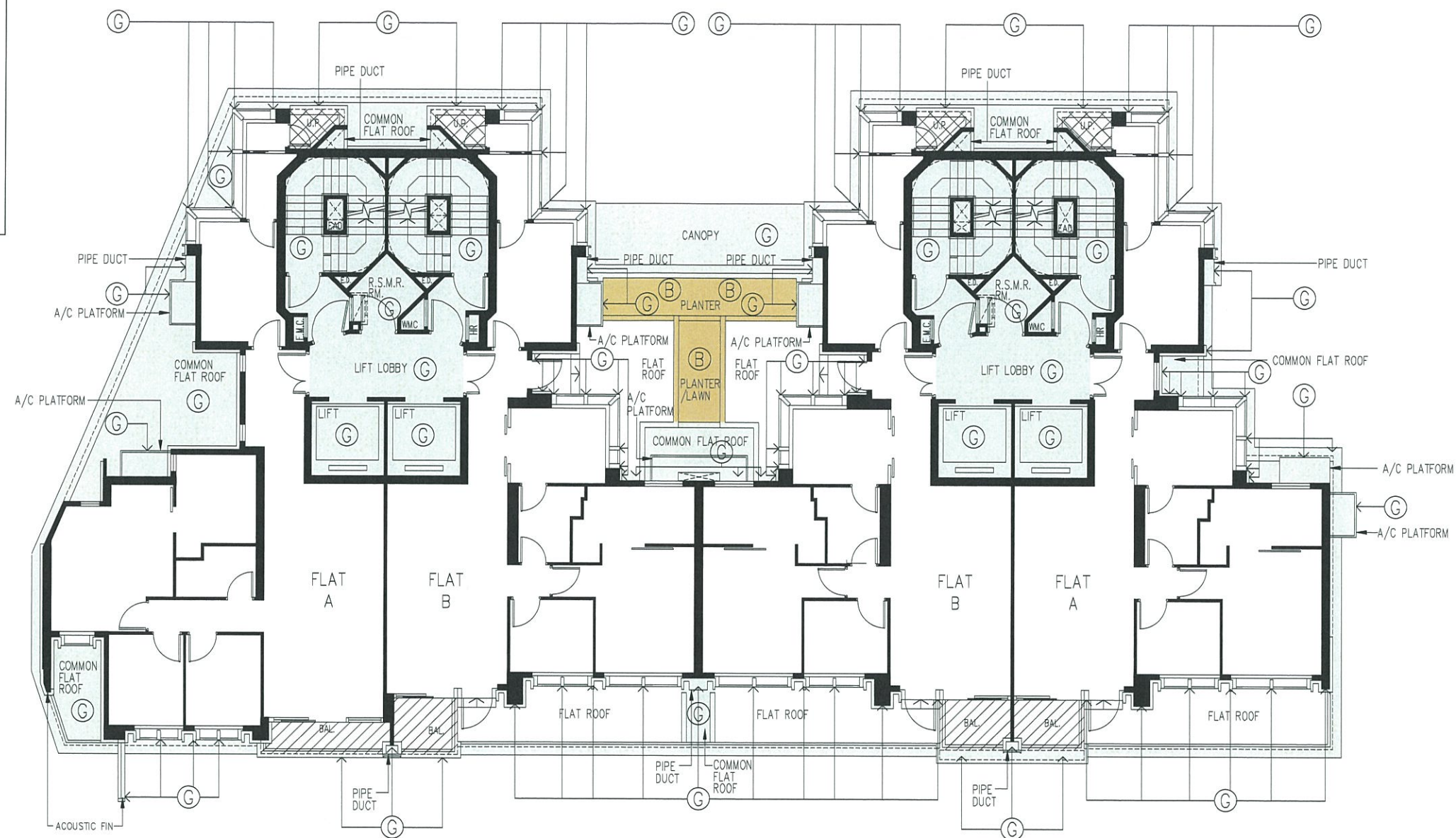
Drawing Title
LIFT MACH. ROOM,
UPPER ROOF FLOOR &
TOP ROOF FLOOR PLAN
FOR TOWER 7

Project No. 13182NT	Issue Date MAY 2019
Cad File No. U:\...\DRAWING\DMC\	
SCALE 1 : 150	
Drawing No. DMC-023	

I hereby certify
the accuracy of this plan **RONALD LU & PARTNERS**
Ronald Lu
[LU Yuen Cheung Ronald]
Authorized Person

LEGEND:

-  BALCONY (BAL.)
-  UTILITY PLATFORM (U.P.)
-  RESIDENTIAL TOWERS COMMON AREAS
-  DEVELOPMENT RESIDENTIAL COMMON AREAS



1/F PLAN
(TOWER 8) (1 STOREY)

1/F PLAN
(TOWER 9) (1 STOREY)



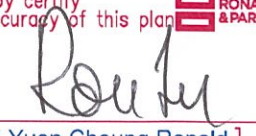
Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	17/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 29 NOVEMBER 2016				
D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	17/05/19

RONALD LU & PARTNERS
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
Ronald Lu & Partners (Hong Kong) Ltd.
 呂元棟建築師事務所(香港)有限公司
 33rd Floor, Wu Chung House,
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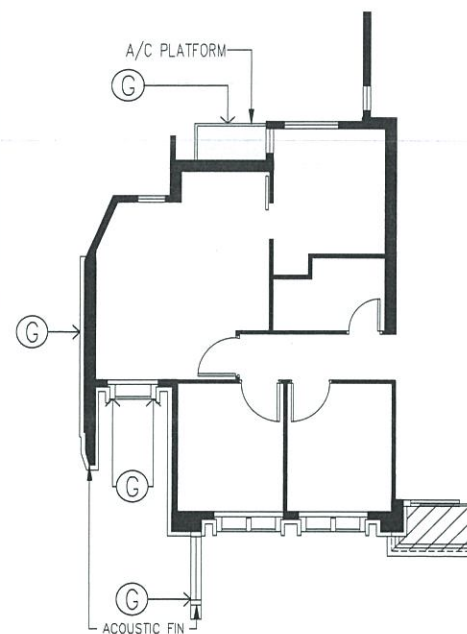
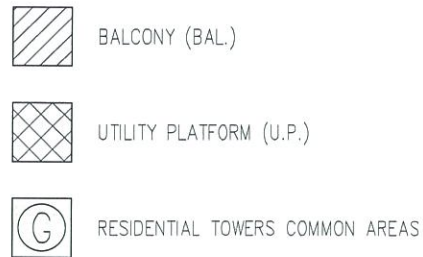
Project Title
 RESIDENTIAL DEVELOPMENT
 AT CASTLE PEAK ROAD,
 KWU TUNG, N.T.
 LOT NO. 2640 IN D.D.92

Drawing Title
 1/F PLAN
 FOR TOWER 8 AND 9

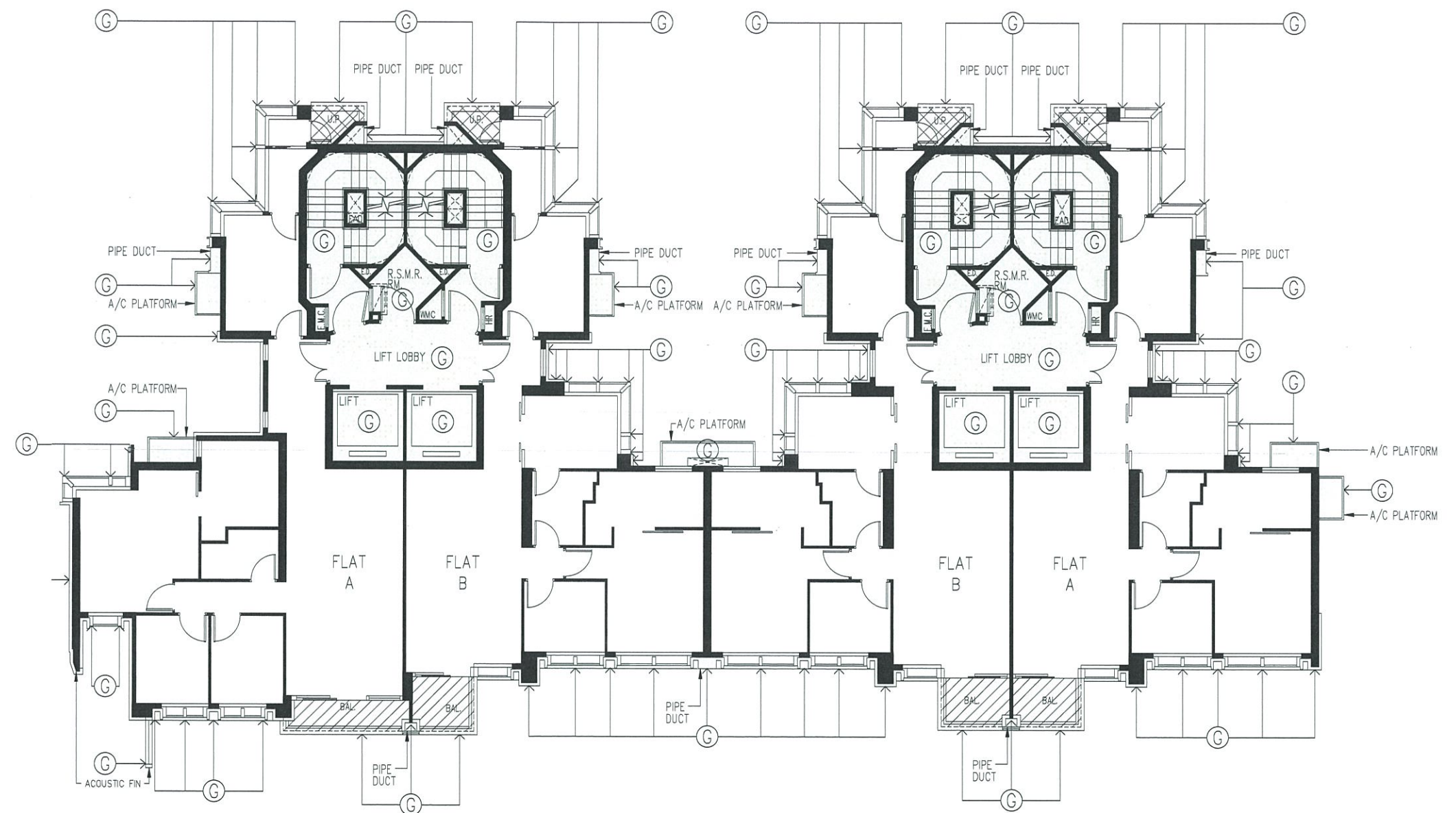
Project No.
 13182NT
 Issue Date
 MAY 2019
 Cad File No.
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 SCALE
 1 : 150
 Drawing No.
 DMC-024

I hereby certify
 the accuracy of this plan

[LU Yuen Cheung Ronald]
 Authorized Person

LEGEND:



PART PLAN FOR 2/F
(TOWER 8) (1 STOREY)



2/F-27/F PLAN
(TOWER 8) (22 STOREYS)

NOTES : (1) THERE WILL BE NO 4/F, 13/F, 14/F & 24/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS

2/F-27/F PLAN
(TOWER 9) (22 STOREYS)

NOTES : (1) THERE WILL BE NO 4/F, 13/F, 14/F & 24/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS



Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 29 NOVEMBER 2016				
D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	05/19

RONALD LU & PARTNERS
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
 Ronald Lu & Partners (Hong Kong) Ltd.
 呂元仲建築師事務所(香港)有限公司
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 215 Queen's Road East,
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Project Title
 RESIDENTIAL DEVELOPMENT
 AT CASTLE PEAK ROAD,
 KWU TUNG, N.T.
 LOT NO. 2640 IN D.D.92

Drawing Title
 2/F-27/F PLAN
 FOR TOWER 8 AND 9

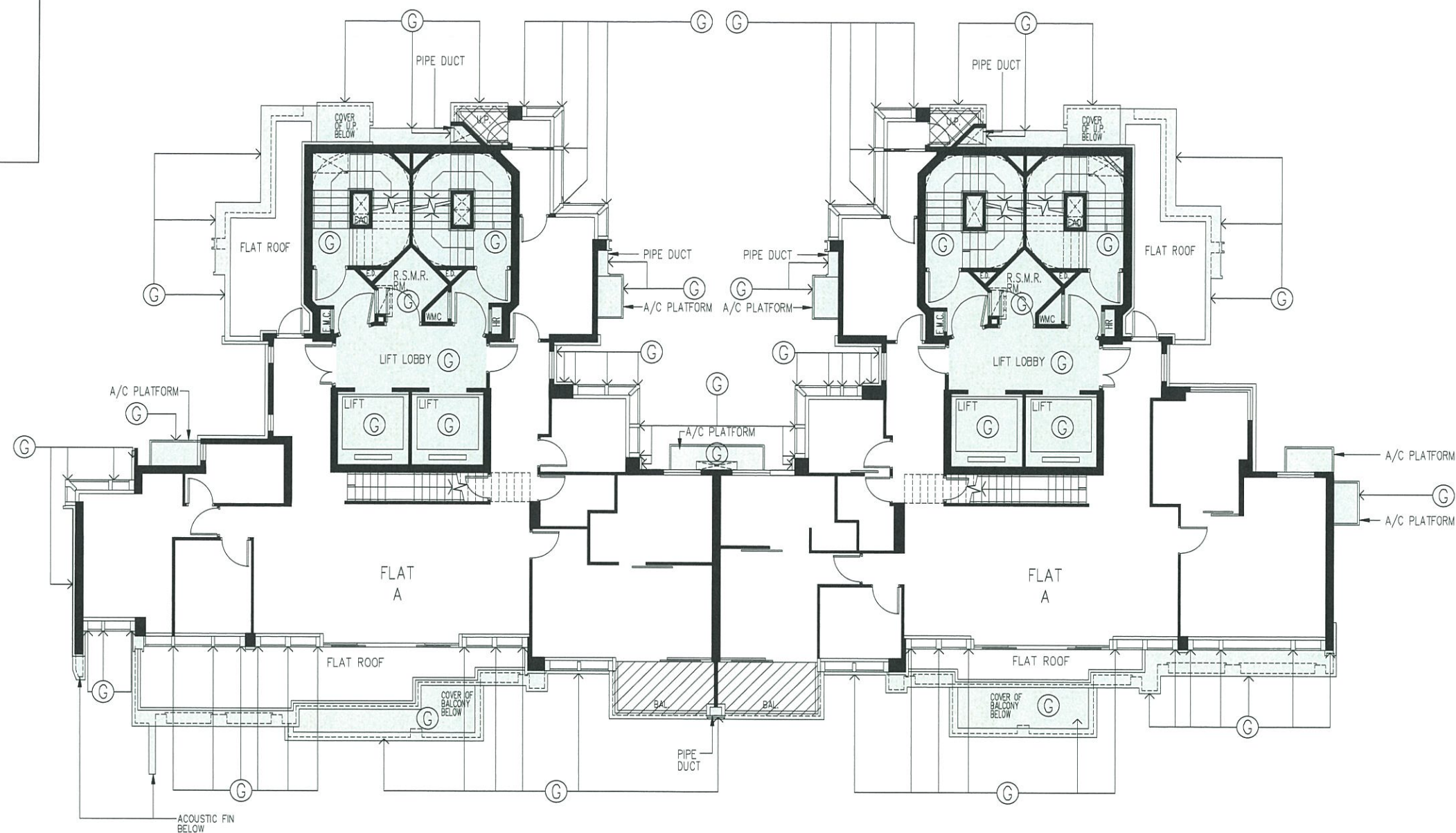
Project No.
 13182NT
 Issue Date
 MAY 2019
 Cad File No.
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 SCALE
 1 : 150
 Drawing No.
 DMC-025

I hereby certify
 the accuracy of this plan

 [LU Yuen Cheung Ronald]
 Authorized Person

LEGEND:

- BALCONY (BAL.)
- UTILITY PLATFORM (U.P.)
- RESIDENTIAL TOWERS COMMON AREAS



28/F PLAN
(TOWER 8) (1 STOREY)

28/F PLAN
(TOWER 9) (1 STOREY)



Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	27/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 29 NOVEMBER 2016				
D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	27/05/19

RONALD LU & PARTNERS
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Ronald Lu & Partners (Hong Kong) Ltd.
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33rd Floor, Wu Chung House,
213 Queen's Road East,
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Fax : (852) 2834 5442

Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

Drawing Title
28/F PLAN
FOR TOWER 8 AND 9

Project No. 13182NT	Issue Date MAY 2019
Cad File No. U:\...\DRAWING\DMC\	
SCALE 1 : 150	
Drawing No. DMC-026	

I hereby certify
the accuracy of this plan

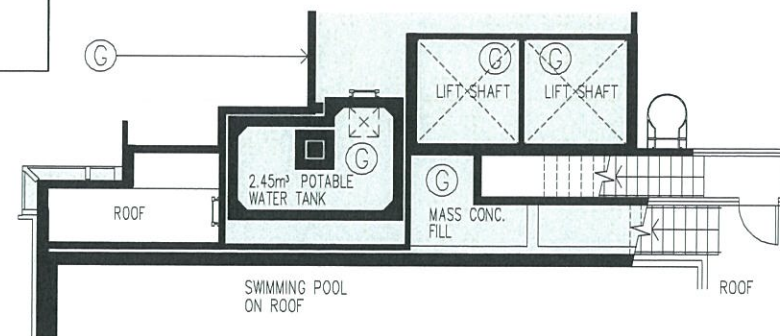
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[LU Yuen Cheung Ronald]
Authorized Person

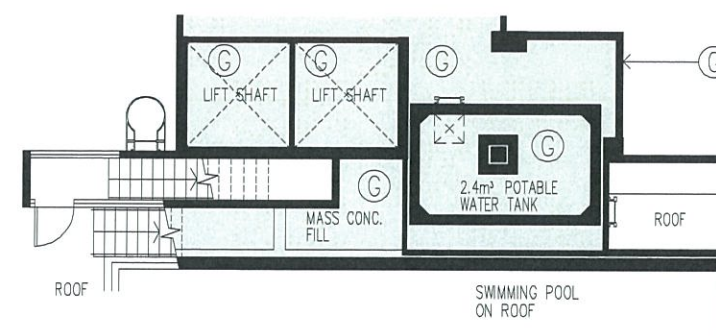
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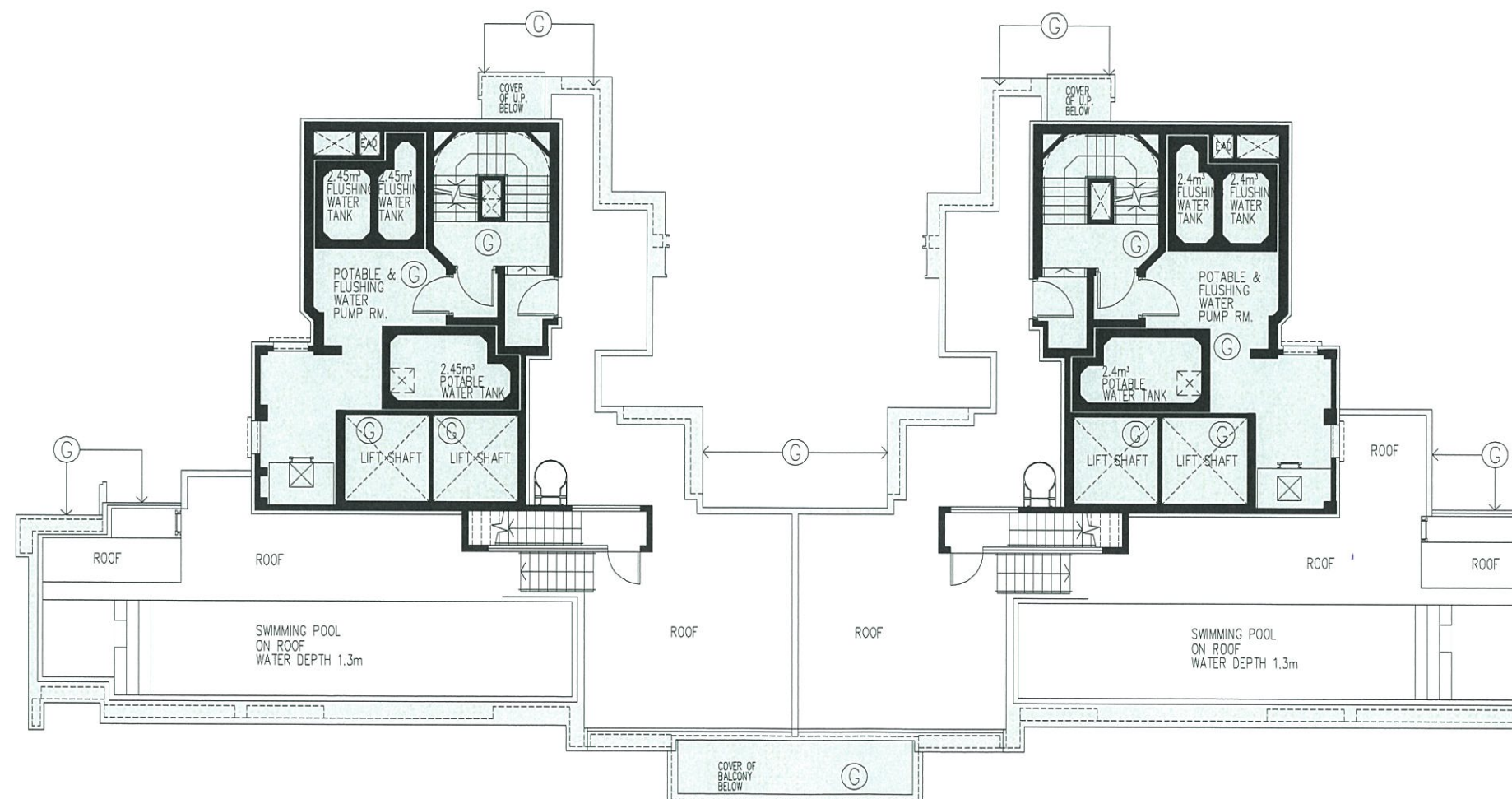
RESIDENTIAL TOWERS COMMON AREAS



PART PLAN
(TOWER 8)



PART PLAN
(TOWER 9)



ROOF PLAN
(TOWER 8)

ROOF PLAN
(TOWER 9)



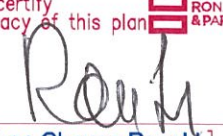
Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 22 DECEMBER 2016				
D	FINAL AMENDMENT	CWL	FYC	KI	05/19

RONALD LU & PARTNERS
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
 Ronald Lu & Partners (Hong Kong) Ltd.
 呂元祥建築師事務所(香港)有限公司
 33rd Floor, Wu Chung House,
 218 Queen's Road East,
 Wanchai, Hong Kong
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 Fax : (852) 2834 5442

Project Title
 RESIDENTIAL DEVELOPMENT
 AT CASTLE PEAK ROAD,
 KWU TUNG, N.T.
 LOT NO. 2640 IN D.D.92

Drawing Title
 ROOF PLAN
 FOR TOWER 8 AND 9

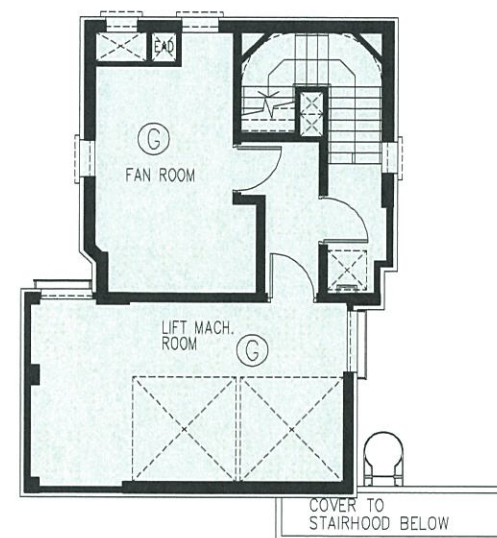
Project No.
 13182NT
 Issue Date
 MAY 2019
 Cad File No.
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 Drawing No.
 DMC-027

I hereby certify
 the accuracy of this plan

[LU Yuen Cheung Ronald]
 Authorized Person

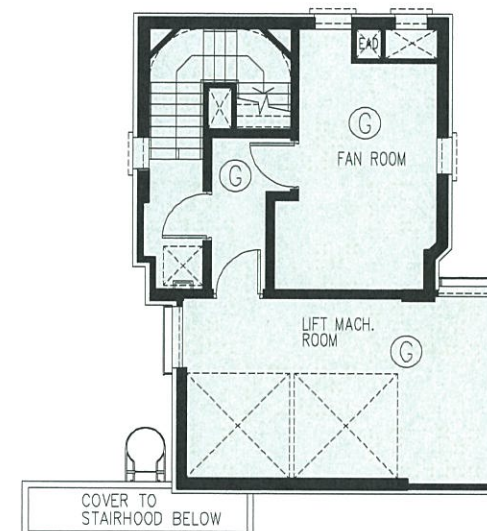
LEGEND:



RESIDENTIAL TOWERS COMMON AREAS



LIFT MACH. ROOM FLOOR PLAN
(TOWER 8)



LIFT MACH. ROOM FLOOR PLAN
(TOWER 9)



Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	27/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 22 DECEMBER 2016				
D	FINAL AMENDMENT	CWL	FYC	KI	27/05/19

RONALD LU & PARTNERS
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
Ronald Lu & Partners (Hong Kong) Ltd.
呂元祥建築師事務所(香港)有限公司
33rd Floor, Wu Chung House,
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Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

Drawing Title
LIFT MACH. RM. FLOOR PLAN
FOR TOWER 8 AND 9

Project No. 13182NT	Issue Date MAY 2019
Cad File No. U:\...DRAWING\DMC\	
SCALE 1 : 150	
Drawing No. DMC-028	

I hereby certify
the accuracy of this plan **RONALD LU & PARTNERS**

[LU Yuen Cheung Ronald]
Authorized Person

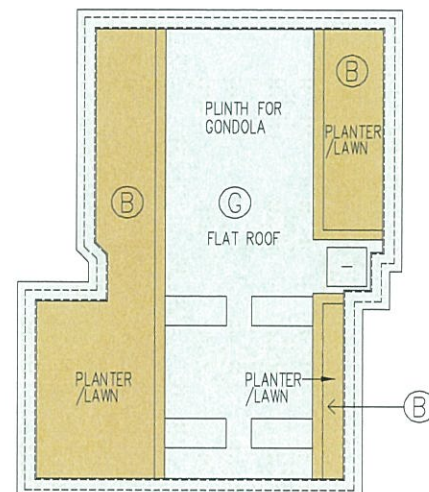
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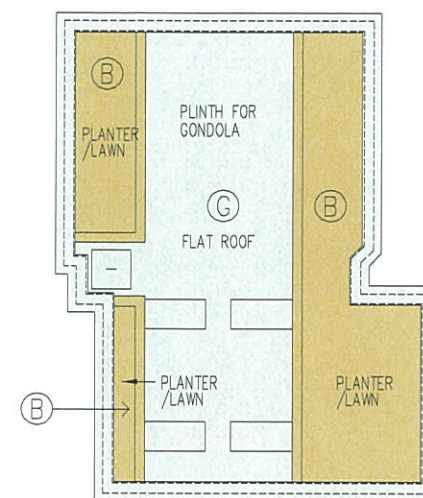
RESIDENTIAL TOWERS COMMON AREAS



DEVELOPMENT RESIDENTIAL COMMON AREAS



TOP ROOF PLAN AT +106.80
(TOWER 8)



TOP ROOF PLAN AT +106.80
(TOWER 9)



Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	22/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	LACO COMMENTS DATED 29 NOVEMBER 2016				
D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	22/05/19

RONALD LU & PARTNERS
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
Ronald Lu & Partners (Hong Kong) Ltd.
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33rd Floor, Wu Chung House,
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Tel : (852) 2891 2212
Fax : (852) 2834 5442

Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

Drawing Title
UPPER ROOF FLOOR PLAN
FOR TOWER 9
TOP ROOF PLAN
FOR TOWER 8 & 9

Project No. 13182NT	Issue Date MAY 2019
Cad File No. U: ... \DRAWING \DMC \	
SCALE 1 : 150	
Drawing No. DMC-029	

I hereby certify
the accuracy of this plan **RONALD LU & PARTNERS**

[LU Yuen Cheung Ronald]
Authorized Person

LEGEND:



TYPE 1

HOUSE NO.
HOUSE A1
HOUSE A2
HOUSE A5
HOUSE A10

HOUSE C1
HOUSE C5
HOUSE C6

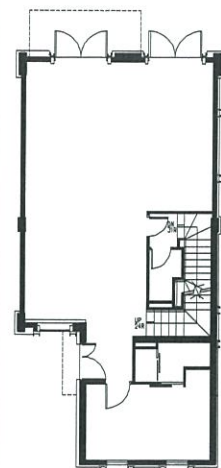
HOUSE B3
HOUSE B6

HOUSE A4, B4 & C4 TO BE OMITTED
ORIENTATION OF THE HOUSES REFER TO DWG. NO. A/GBP/05
* PLANS AND ELEVATION OF HOUSE C8 REFER TO
DRAWING NO. A/GBP/07d
LEVELS FOR HOUSES A9 AND A10
P.D. TYPE III - AREA IS INCLUDED IN GFA CALCULATION

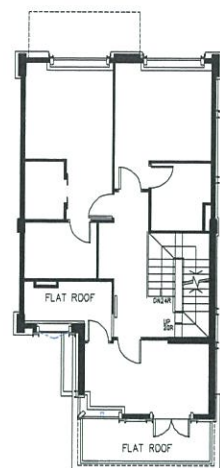
TYPE 1 (MIRRORED)

HOUSE NO.
HOUSE A3
HOUSE A9
HOUSE B2
HOUSE B5
HOUSE B7
HOUSE B8

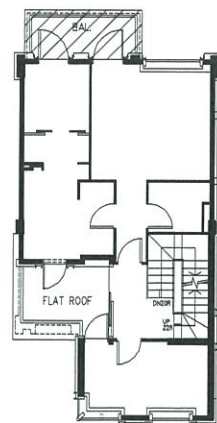
HOUSE C2
HOUSE C3
HOUSE C7



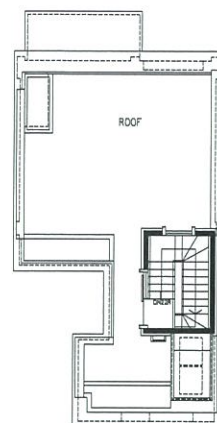
GROUND FLOOR PLAN
- TYPE 1



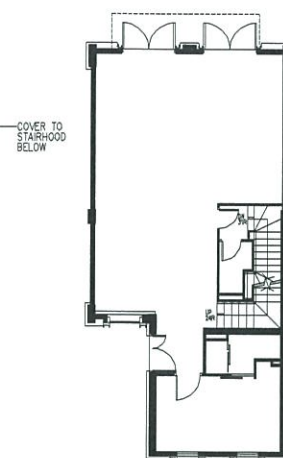
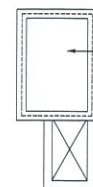
FIRST FLOOR PLAN
- TYPE 1



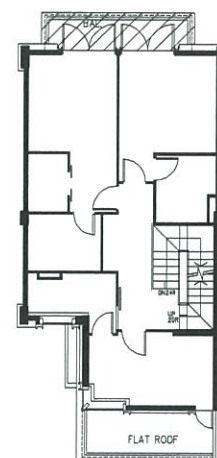
SECOND FLOOR PLAN
- TYPE 1



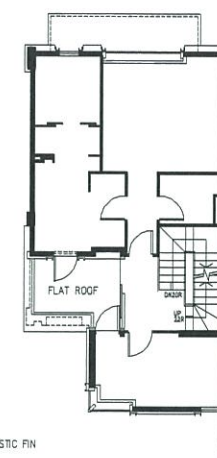
ROOF PLAN
- TYPE 1



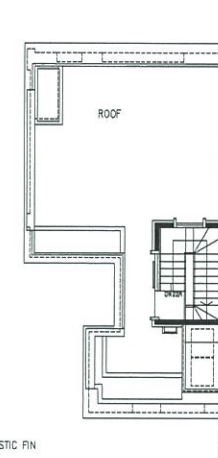
GROUND FLOOR PLAN
- TYPE 1A
(FOR HOUSE C8 ONLY)



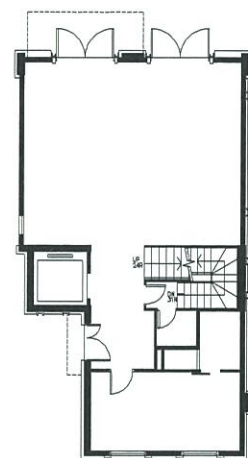
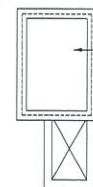
FIRST FLOOR PLAN
- TYPE 1A
(FOR HOUSE C8 ONLY)



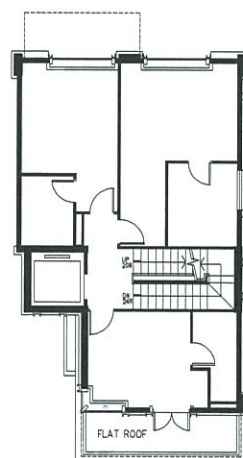
SECOND FLOOR PLAN
- TYPE 1A
(FOR HOUSE C8 ONLY)



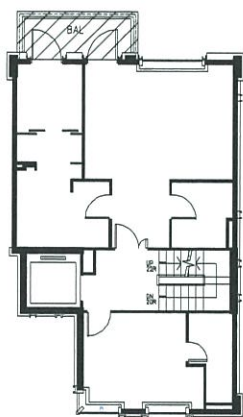
ROOF PLAN
- TYPE 1A
(FOR HOUSE C8 ONLY)



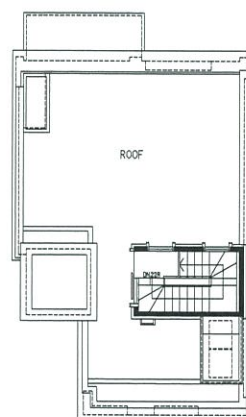
GROUND FLOOR PLAN
- TYPE 2



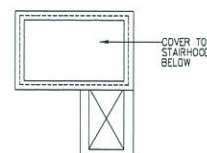
FIRST FLOOR PLAN
- TYPE 2



SECOND FLOOR PLAN
- TYPE 2



ROOF PLAN
- TYPE 2



TYPE 2

HOUSE NO.
HOUSE A6
HOUSE B1

HOUSE A4, B4 & C4 TO BE OMITTED
ORIENTATION OF THE HOUSES REFER TO DWG. NO. A/GBP/05
P.D. TYPE III - AREA IS INCLUDED IN GFA CALCULATION

TYPE 2 (MIRRORED)

HOUSE NO.
HOUSE A7
HOUSE A8

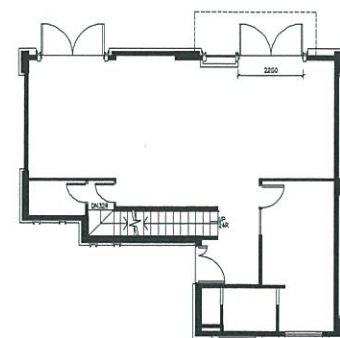
TYPE 3

HOUSE NO.
HOUSE A11

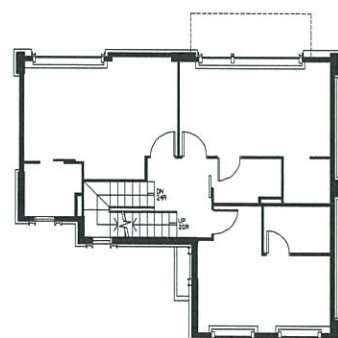
HOUSE A4, B4 & C4 TO BE OMITTED
ORIENTATION OF THE HOUSES REFER TO DWG. NO. A/GBP/05
P.D. TYPE III - AREA IS INCLUDED IN GFA CALCULATION

TYPE 3 (MIRRORED)

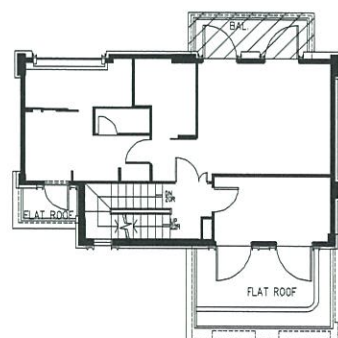
HOUSE NO.
HOUSE A12



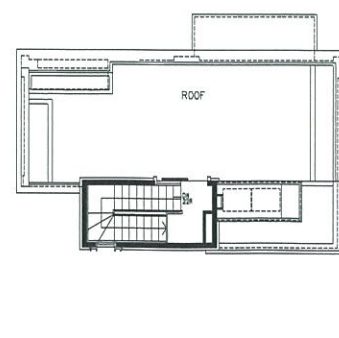
GROUND FLOOR PLAN
- TYPE 3



FIRST FLOOR PLAN
- TYPE 3



SECOND FLOOR PLAN
- TYPE 3



ROOF PLAN
- TYPE 3



Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	27/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 22 APRIL 2016				
C	TALLY WITH LATEST GBP				
D	LACO COMMENTS DATED 22 DECEMBER 2016				
E	FINAL AMENDMENT	CWL	FYC	KI	05/19

RONALD LU & PARTNERS
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
Ronald Lu & Partners (Hong Kong) Ltd.
呂元祥建築師事務所(香港)有限公司
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Project Title
RESIDENTIAL DEVELOPMENT
AT CASTLE PEAK ROAD,
KWU TUNG, N.T.
LOT NO. 2640 IN D.D.92

Drawing Title
HOUSE - TYPE 1, 1A, 2 & 3

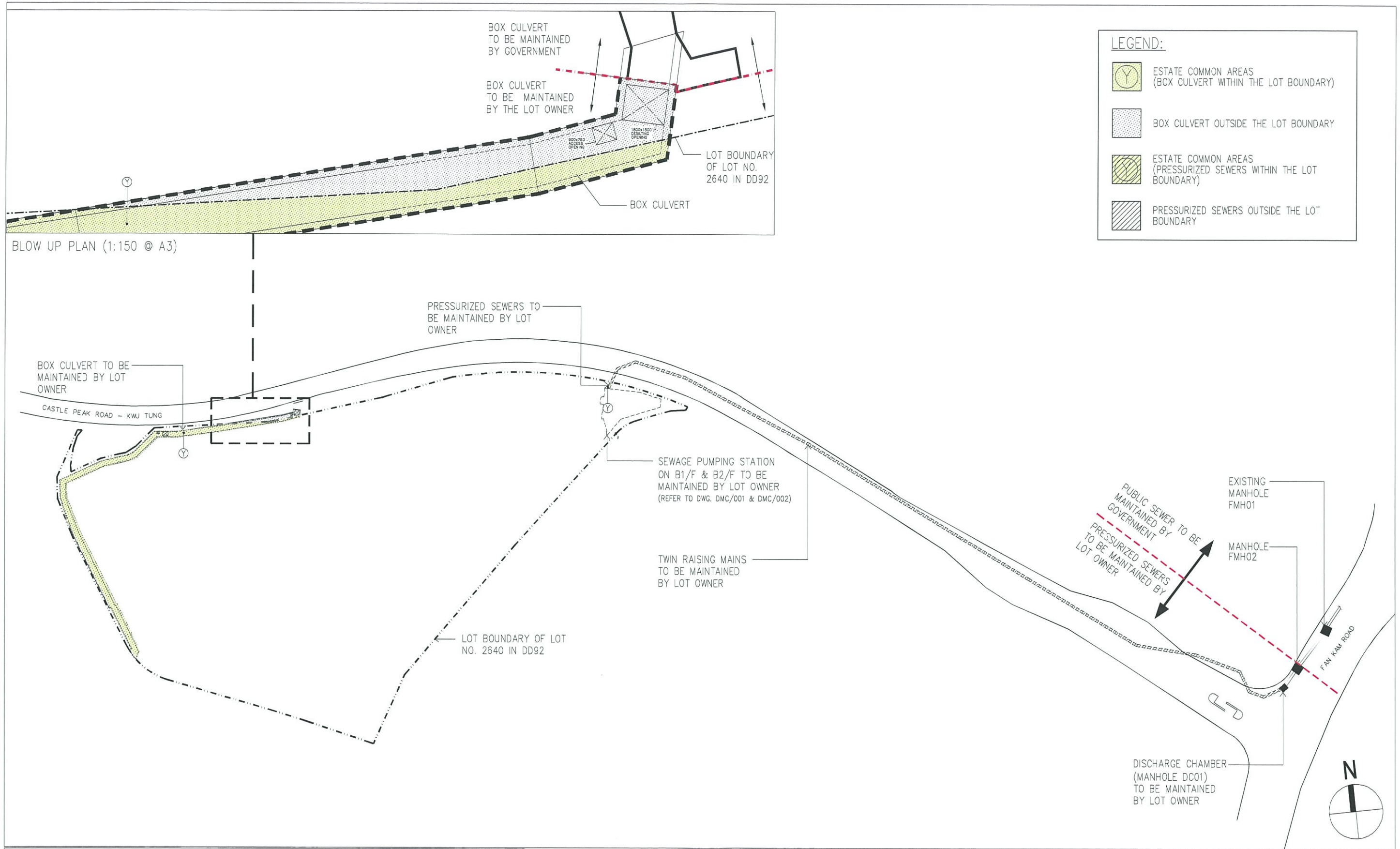
Project No. 13182NT	Issue Date MAY 2019
Cad File No. U:\...\DRAWING\DMC\	
SCALE 1 : 250	
Drawing No. DMC-030	

I hereby certify
the accuracy of this plan

RONALD LU & PARTNERS

Ronald

[LU Yuen Cheung Ronald]
Authorized Person



LEGEND:

- ESTATE COMMON AREAS (BOX CULVERT WITHIN THE LOT BOUNDARY)
- BOX CULVERT OUTSIDE THE LOT BOUNDARY
- ESTATE COMMON AREAS (PRESSURIZED SEWERS WITHIN THE LOT BOUNDARY)
- PRESSURIZED SEWERS OUTSIDE THE LOT BOUNDARY

Rev	Description	Drawn	Checked	Approved	Date
-	DRAFT	CWL	FYC	KI	12/05/15
-	1ST SUBMISSION	CWL	FYC	KI	22/09/15
A	LACO COMMENTS DATED 11 DECEMBER 2015				
B	LACO COMMENTS DATED 24 FEBRUARY 2016				
C	LACO COMMENTS DATED 22 APRIL 2016				
D	TALLY WITH LATEST GBP				
E	LACO COMMENTS DATED 29 NOVEMBER 2016				
F	LACO COMMENTS DATED 22 DECEMBER 2016				
G	FINAL AMENDMENT	CWL	FYC	KI	22/05/19

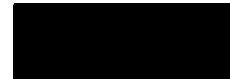
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Project Title RESIDENTIAL DEVELOPMENT AT CASTLE PEAK ROAD, KWU TUNG, N.T. LOT NO. 2640 IN D.D.92	Drawing Title LAYOUT OF BOX CULVERT AND SEWER	Project No. 13182NT Cad File No. U:\...\DRAWING\DMC\ SCALE. 1 : 1200 Drawing No. DMC-031	Issue Date. MAY 2019 I hereby certify the accuracy of this plan [LU Yuen Cheung Ronald] Authorized Person
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DATED the 13th day of August 2019

WINJOY DEVELOPMENT LIMITED

AND



AND

WELL BORN REAL ESTATE MANAGEMENT LIMITED

DEED OF MUTUAL COVENANT incorporating
MANAGEMENT AGREEMENT

in respect of

LOT NO.2640 in DEMARCATION DISTRICT NO.92

WOO KWAN LEE & LO,
25th Floor, Jardine House,
Central, Hong Kong SAR

A76/IC/ALCL/sl