

THIS DEED is made the 11th day of November 2014,

BETWEEN :-

- (1) WORLD LIGHT LIMITED (泓亮有限公司) whose registered office is situate at 98 Tam Kon Shan Road, TYTL 102, Ngau Kok Wan, North Tsing Yi, New Territories, Hong Kong ("the First Owner" which expression shall where the context so admits include their respective successors and assigns) of the first part,
- (2) [REDACTED] ("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) HANG YICK PROPERTIES MANAGEMENT LIMITED whose registered office is situate at 72-76/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong ("the Manager" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) 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 Residential Unit under Clause 15(b)(i) hereof or by the Owner(s) of the Commercial Development under Clause 15(b)(ii) hereof or by the Owner of each Parking Space under Clause 15(b)(iii) hereof.

"Advertising Spaces" means all those parts of the external walls of the podium of the Estate (including the entire thickness thereof and the supporting structures (if any) of advertising signs) forming part of the Commercial Development which are for identification purpose only shown and coloured red hatched black on the plans marked Drawing Nos.DMC-16, DMC-17 and DMC-18 annexed hereto for the display or affixing of advertisements (whether illuminated or not) or for such other purpose(s) as the First Owner or the Owner(s) thereof may deem fit from time to time.

"Approved Car Park Layout Plans" means the approved car park layout plans deposited with the Director of Lands pursuant to Special Condition No.(33) of the Government Grant and includes any approved amendments thereto.

"Authorized Person" means Lee Kar Yan Douglas of Andrew Lee King Fun & Associates Architects Limited, which expression shall include any other authorized person or persons for the time being appointed by the First Owner in place of the said Lee Kar Yan Douglas.

"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.BD2/9104/10 and includes any approved amendments thereto.

"Car Park" means such parts of the Ground, First, Second and Third Floors of the Estate constructed and to be constructed in accordance with the Approved Car Park Layout Plans for the access and parking of private cars, motor vehicles and motorcycles.

"Car Park Common Areas" means all those parts of the Car Park excluding the Parking Spaces intended for the common use and benefit of the Car Park as a whole and not just any particular



Parking Space which are subject to the provisions of this Deed to be used by each Owner, Occupier and user of the Parking Spaces in common with all other Owners, Occupiers and users of such spaces, which include but not limited to all those areas for identification purpose only shown and coloured indigo on the plans marked Drawing Nos.DMC-01 to DMC-04 (both inclusive) annexed hereto.

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

"Car Park Common Facilities" means all those facilities of the Car Park intended for the common use and benefit of the Owners, Occupiers and users of the Parking Spaces.

"Car Park Management Budget" means the budget to be prepared for the Car Park more particularly described in Clause 14(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 collectively the Residential Parking Spaces and the Commercial Parking Spaces.

"Commercial Development" means such parts of the Estate for the time being constructed or to be constructed for non-residential purposes in accordance with the Building Plans and located on the Ground, First, Second and Third Floors, the Commercial Loading and Unloading Spaces, the Advertising Spaces, the Proposed Wall Opening and the 24-Hour Pedestrian Walkway (but excluding the Car Park and those areas and facilities which form part of the Residential Common Areas and Facilities, the Car Park Common Areas and Facilities and the Estate Common Areas and Facilities) and are for identification purpose only shown and coloured red, red hatched black, red cross-hatched black and red dotted black on the plans annexed hereto and marked Drawing Nos.DMC-01 to DMC-06 (both inclusive), DMC-16, DMC-17 and DMC-18 respectively. For the avoidance of doubt, the Commercial Development shall include walls and partitions (whether load bearing or structural or not), columns, beams, floor slabs (and in the event the floor slab is separating the Commercial Development from the 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 Commercial Development from the other part or parts of the Estate, the lower half of such ceiling slab) and other structural supports of and within the Commercial Development except those parts of the external walls of the podium of the Estate which form part of the Estate Common Areas.

"Commercial Loading and Unloading Spaces" means the fifteen spaces for the loading and unloading of goods vehicles in connection with the Commercial Development respectively shown and marked Nos.CLG01 to CLG09 (both inclusive) on the plan marked Drawing No.DMC-01 and Nos.CL301 to CL306 (both inclusive) on the plan marked Drawing No. DMC-04 annexed hereto.

"Commercial Management Budget" means the budget to be prepared for the Commercial Development more particularly described in Clause 14(a)(iii) hereof.

"Commercial 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 Commercial Development.

"Commercial Parking Spaces" means all those spaces provided or to be provided within the Estate in accordance with the Approved Car Park Layout Plans and Special Conditions Nos.(27)(b)(i) and (27)(c)(i)(II) of the Government Grant.

"Common Areas" means collectively the Estate Common Areas, the Residential Common Areas and the Car Park Common Areas, each of which Common Areas shall, where applicable, include those appropriate and relevant common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344).

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

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

"Covered Footbridge" means the one single-storey covered footbridge together with supports and connections referred to as "the Covered Footbridge" in Special Condition (18)(a)(i) of the Government Grant.

"Estate" means the entire development constructed or to be constructed on the Lot in accordance with the Building Plans known or intended to be known as "Green Code (逸峯)".

"Estate Common Areas" means those parts of the Estate 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 external walls of the podium of the Estate (including the architectural features and fins thereon but excluding the Advertising Spaces and the Proposed Wall Opening), refuse storage and material recovery chamber, guard room, transformer room (including but not limited to ventilation system, building services, main walls, cable entry facilities and structures for mounting cutouts and meter boards and facilities), emergency generator room, CLP cable room, sprinkler water tank, sprinkler valve room, sprinkler pump room, AHU room, potable and flushing water tank and pump room, meter room, switch room, TBE room, areas for the installation or use of aerial broadcast distribution or telecommunication network facilities, planter area, water check meter cabinet, electricity meter cabinets, fire services water tank and pump room, fire services control room, fire services gate valve room, electrical and mechanical room, the caretaker's office but EXCLUDING the Residential Common Areas and the Car Park Common Areas and such areas within the Estate the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner. The Estate Common Areas are shown and coloured yellow on the plans annexed hereto and marked Drawing Nos.DMC-01 to DMC-05 (both inclusive), DMC-09, DMC-12, DMC-15 and DMC-16 respectively, the accuracy of which is certified by or on behalf of the Authorized Person.

"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 and 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 14(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 Commercial Management Expenses, Residential 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.

"First Assignee's Unit" means all those 62/50,000th Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy All That Flat C on the 11th Floor with Balcony and Utility Platform of Tower 1 of the Estate.

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

"Government Grant" means the documents of title setting forth the rights and entitlements granted by the Government to the First Owner in respect of the Lot, namely certain Agreement and Conditions of Sale dated 24<sup>th</sup> May 2010 made between the Government and the First Owner and deposited and registered in the Land Registry as New Grant No.20907 under which the First Owner is entitled to a lease for a term of 50 years commencing from 24<sup>th</sup> May 2010 and shall include any subsequent extensions or variations or modifications thereto or renewals thereof.

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

"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 the balconies, utility platforms, wider common corridors and lift lobbies (as shown and coloured hatched black, cross-hatched black and green hatched black on the plans marked Drawing Nos.DMC-07, DMC-08, DMC-10, DMC-11, DMC-13 and DMC-14 annexed hereto) and prefabricated external walls.

"Lot" means all that piece or parcel of ground registered in the Land Registry as FANLING SHEUNG SHUI TOWN LOT NO.177.

"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 or in any Sub-Deed provided.

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

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

"Management Expenses" means collectively the Estate Management Expenses, the Residential Management Expenses, the Commercial 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 and any Sub-Deed for the daily management of the Estate other than the Special Funds. 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 Shares" means the shares or 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 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 and in any Sub-Deed provided.

"Motorcycle Parking Spaces" means all those spaces provided or to be provided within the Estate in accordance with the Approved Car Park Layout Plans and the Government Grant for the parking of motorcycles belonging to the Owners and Occupiers of the Estate and their bona fide guests, visitors or invitees.

"Non-enclosed Areas" means the balcony and the covered areas beneath the balcony (marked "BAL.") and utility platform and the covered areas underneath the utility platform (marked "U.P.") forming part of a Residential Unit which must not be enclosed above safe parapet height (other than as under the Building Plans) as required by the Building Authority as indicated on the plans annexed hereto and marked Drawing Nos.DMC-07, DMC-08, DMC-10, DMC-11, DMC-13 and DMC-14, the accuracy of which is certified by or on behalf of the Authorized Person. Particulars thereof are mentioned in Clause 7A of Section I hereof.

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

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

"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 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 mortgagee or chargee in possession of such Undivided Share or any 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 Motorcycle Parking Spaces.

"Proposed Wall Opening" means such part the external walls of the podium of the Estate (including the entire thickness thereof and the supporting structures (if any) thereof) forming part of the Commercial Development for the purpose to link up other developments in adjacent lots by way of footbridges and/or walkways together with supports and connections. The Proposed Wall Opening is for identification purpose only shown and coloured red dotted black on the plan annexed hereto and marked Drawing No.DMC-16.

"Recreational Areas and Facilities" means and includes the club house and the ancillary indoor recreation hall, and such of the recreational and landscaped areas and facilities on or within the

Estate for the use by the Owners or Occupiers of the Residential Units and their bona fide guests, visitors and invitees.

"Residential Common Areas" means those parts of 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 external walls of the Towers (including the air-conditioning plinths (except those assigned with the Residential Units) and the architectural features and fins thereon and the prefabricated external walls), Visitors Car Parking Spaces, Residential Loading and Unloading Spaces, bicycle parking area, the communal podium garden, the caretaker's counter, the Recreational Areas and Facilities, filtration plant room, common corridors, lift lobbies, lift machine room, staircases, landings, electrical and mechanical room, air-conditioning plant room, AHU room, TBE room and mail delivery room with mail boxes but EXCLUDING the Estate Common Areas, the Car Park Common Areas and such areas within the Estate the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner. , The Residential Common Areas are for identification purpose only shown and coloured green and green hatched-black on the plans annexed hereto and marked Drawing Nos.DMC-01 to DMC-18 (both inclusive) respectively, the accuracy of which is certified by or on behalf of the Authorized Person.

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

"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 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.

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

"Residential Loading and Unloading Spaces" means the three spaces for the loading and unloading of goods vehicles in connection with the Residential Development shown and marked Nos.RL301, RL302 and RL303 on the plan marked Drawing No.DMC-04 annexed hereto.

"Residential Management Budget" means the budget to be prepared for the Residential Development more particularly described in Clause 14(a)(ii) hereof.

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

"Residential Parking Spaces" means all those spaces provided or to be provided within the Estate in accordance with the Approved Car Park Layout Plans and Special Conditions Nos.(27)(a)(i) and (27)(c)(i)(I) of the Government Grant.

"Residential Unit" means a Unit in the Towers situated in the Residential Development intended for residential use in accordance with the Building Plans.

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

"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 such slopes, slope treatment works, retaining walls and/or other structures (if any) 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 Funds" means funds to be established and kept by the Manager in accordance with Clause 19 of this Deed for the purpose of paragraph 4 of the Schedule 7 to the Building Management Ordinance (Cap.344) and in the singular means one of the Special Funds.

"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.

"Sub-Deed" means a Sub-Deed of Mutual Covenant in respect of any part of the Estate (including the Commercial Development) remaining in the ownership of the First Owner or a Sub-Deed of Mutual Covenant in respect of the Commercial Development in the ownership of one single Owner, to be entered into, upon the First Owner or such single Owner (as the case may be) having assigned to another Owner(s) portion(s) (but not the whole) of such part of the Estate or the Commercial Development, between the First Owner or such single Owner (as the case may be) and another Owner or Owners thereof.

"Towers" means the four towers of multi-storey buildings in the Residential Development erected or in the course of being 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 or in accordance with any Sub-Deed.

"Unit" means a Residential Unit or a part of the Estate of which the full and exclusive right and privilege to the use occupation and enjoyment has been or is intended to be assigned to or retained by an Owner and shall have the same definition as "flat" under the Building Management Ordinance (Cap.344).

"Visitors Car Parking Spaces" means the fifteen spaces provided or to be provided within the Estate in accordance with the Approved Car Park Layout Plans and Special Conditions Nos.(27)(a)(iii) and (27)(c)(i)(III) of the Government Grant for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the Owners or Occupiers of the Residential Units shown and marked Nos.V1 to V13 (both inclusive), V14 (accessible) and V15 on the plan marked Drawing No.DMC-03 annexed hereto.

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

"24- Hour Pedestrian Walkway" means the continuous or segregated pedestrian ways or paths for the use by all members of the public 24 hours a day referred to in Special Condition No.(17) of the Government Grant. The 24-Hour Pedestrian Walkway is for identification purpose only shown and coloured red cross-hatched black on the plans annexed hereto and marked Drawing Nos.DMC-01 and DMC-02 annexed 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 which is held under 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 50,000 equal 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.
- (5) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Estate and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Estate.
- (6) The Director of Lands has approved the terms of this Deed in accordance with Special Condition No.(23)(a) of the Government Grant.
- (7) 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 or 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 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 forms part.

7. (a) Every Owner, his tenants, servants, agents, invitees 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 the same.
- (b) The Owner of any Residential Unit together with his tenants, servants, agents, invitees 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 Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
- (c) 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.
- 7A. (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 and such other Ordinances, by-laws and Government regulations.
- (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 (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 not alter the external appearance of such balconies/utility platforms and such Owners shall be responsible for the financial support and maintenance of such balconies/utility platforms.
- 7B. Prior to the execution of the relevant Sub-Deed of the Commercial Development, the Owner of the Commercial Development shall at its own costs be responsible for maintaining such portion of the 24-Hour Pedestrian Walkway forming part of the Commercial Development in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands.
- 7C. For the avoidance of doubt, until the commencement of construction of the footbridges and/or walkways together with supports and connections linking up the developments in adjacent lots, the Owner(s) of the Commercial Development shall have the right to install use or let or licence the external surface of the Proposed Wall Opening or any part thereof for advertising purposes and to exhibit, display, install, erect, affix, attach or project, or permit to be exhibited, displayed, installed, erected, affixed, attached or projected, thereon, thereto and therefrom, advertisements, posters and other advertising signs, structures or projections whatsoever (whether illuminated or not) and the right to install, remove, repair,

maintain, service or replace the same at any time and from time to time or for such other purpose(s) as the Owner(s) thereof may deem fit from time to time.

## 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 all parts of the Lot and the Estate (other than any part of the Estate that have already been assigned) from time to time with all necessary equipment, plant and materials for the purposes of constructing and completing the other parts of the Estate 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 the Lot and the Estate (save and except that part as aforesaid) as it may from time to time see fit 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 authorized by the First Owner for the said purpose. The First Owner in pursuance of such works must from time to time issue in writing to the Owners prior instructions as to the areas or parts of the Lot and the Estate (save and except that part as aforesaid) that the Owners, their tenants, servants, agents or licensees may or may not use while such works are being carried out PROVIDED THAT the exercise of such right shall not interfere with or affect an Owner's exclusive right to the physical use, occupation and enjoyment of the Unit which such Owner owns or unreasonably impede or restrict the access to and from any such Unit or unreasonably affect the Owner's rights to enjoy any part of the Common Areas and Facilities AND PROVIDED THAT the First Owner shall at its own expense make good any damage or loss that may be caused by or arise from such construction, demolition or other works or such right of entry and shall ensure that such works and such right of entry shall cause the least disturbance and inconvenience and shall indemnify all loss and damage resulting from the First Owner exercising the right under this Sub-clause (a).
  - (b) The right without the necessity of making any Owner entitled to the exclusive use occupation and enjoyment of any Unit outside the part or parts of the Lot or the Estate in question a party thereto to enter into one or more Sub-Deed(s) 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 and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof PROVIDED THAT such Sub-Deed(s) shall be subject to the prior written approval of the Director of Lands (who may 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 use and enjoy his own Unit and the Common Areas and Facilities, AND for the purpose of this Sub-clause (b), the First Owner shall include the one single Owner of the Commercial Development.

- (c) Subject to the prior written approval of the Director of Lands, the full and unrestricted right to allocate and/or re-allocate and/or sub-allocate the Undivided Shares and/or Management Shares reserved to the Commercial Development and registered in the name of the First Owner PROVIDED THAT the total number of Undivided Shares and Management Shares in respect of the Commercial Development as specified in this Deed shall remain unaltered, AND for the purpose of this Sub-clause (c), the First Owner shall include the one single Owner of the Commercial Development.
- (d) The right to change, amend, vary, add to or alter the Building Plans (in as far as the Commercial Development is concerned) existing at the date hereof (including but not limited to amending altering varying the user, number or the layout of the Proposed Wall Opening, arcades, shops, staircases, storeys, escalators and lifts and internal partitions of the Commercial Development or any part thereof and relocating, increasing or decreasing the connection points between the Ground Floor and the First Floor of the Commercial Development by demolishing or rebuilding the relevant parts of the floor slabs at the First Floor) from time to time without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Lands or other Government authorities pursuant to the Government Grant or other applicable legislation PROVIDED THAT any such change, amendment, variation, addition or alteration shall not interfere with or affect an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns and all costs incidental thereto shall be borne by the First Owner solely and PROVIDED FURTHER THAT (a) such user shall comply with the Government Grant; (b) the First Owner shall only alter the layout of the Commercial Development and location or layout of the Units in the Commercial Development owned by the First Owner, (c) access to and from any part of the Estate shall not be unreasonably impeded or restricted and (d) no part of the Common Areas shall be affected in any way, AND for the purpose of this sub-clause (d), the First Owner shall include the one single Owner of the Commercial Development.
- (e) 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 including but not limited to the procurement of a licence or easement from the Government or any other person for installing on Government land pipes, sewers, subways or other facilities whether serving exclusively the Lot and/or the Estate or any part thereof or otherwise in such manner as the First Owner may deem fit without the concurrence or approval of any Owner and to execute any documents in the name of the First Owner alone in connection therewith without the necessity of joining in any other Owner PROVIDED THAT the exercise of this right shall not affect or interfere with an Owner's exclusive right to hold, use and occupy the Unit which such Owner owns or unreasonably impede or restrict the access to or from such Unit and all costs incidental thereto shall be borne by the First Owner solely and 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, variation or addition or document shall be credited to the Special Funds.

- (f) 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, franchise, part with possession of or otherwise deal with the Undivided Shares retained by the First Owner (other than the Undivided Shares in respect of the Common Areas and Facilities) and to assign, mortgage, charge, lease, license or franchise the full and exclusive right and privilege to hold, use, occupy and enjoy any such premises within the Estate held therewith PROVIDED THAT such dealings shall not contravene the terms and conditions of the Government Grant and this Deed.
- (g) So long as the ownership of the Commercial Development remains solely vested in the First Owner, the exclusive right to name or change the name of the Commercial Development or any part thereof and subsequently to further change the same at any time and from time to time and the First Owner shall not be liable to any Owner or other person having an interest in the Estate for any damages, claims, costs or expenses resulting therefrom or in connection therewith, AND for the purpose of this Sub-clause (g), the First Owner shall include the one single Owner of the Commercial Development.
- (h) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to affix, maintain, alter, repair, service, replace, renew and remove any one or more chimneys, flues, pipes, masts, conduits, plant, machinery, equipment, lightning conductors and lighting fixtures 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 unreasonably affect or interfere with the exclusive use, occupation or enjoyment by other Owners or Occupiers of the Units which such Owners own or unreasonably 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 (h) shall form part of the Special Funds for the benefit of all Owners and be applied towards the management and maintenance of the Lot and the Estate.
- (i) Subject to the terms in the Government Grant, the right (for so long as the Commercial Development is wholly owned, retained and/or has not been assigned by the First Owner or the Commercial Development is vested in one single Owner) 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 and other fixtures or structures of whatsoever kind on any part or parts of the Commercial Development and, subject to as aforesaid, the right (for so long as the Commercial Development is wholly owned, retained and/or has not been assigned by the First Owner or the Commercial Development is vested in one single Owner) to affix, install, maintain, alter, repair, service, replace, renew and remove one or more signs and advertisements (illuminated or otherwise) on any part or parts of the Commercial Development and to license or otherwise permit or grant the right so to do to any other person on such terms as the First Owner may deem fit PROVIDED ALWAYS THAT the exercise of any of such rights shall not affect or interfere with the exclusive use, occupation and enjoyment by other Owners or Occupiers of

the Units which such Owners own or unreasonably interfere with the enjoyment of the Common Areas and Facilities by the Owners and Occupiers and PROVIDED THAT the First Owner shall make good all loss and damage resulting from the First Owner exercising the right under this Sub-clause (i).

- (j) Subject to the prior written 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 subject to the prior approval of the Owners' Committee or the Owners' Corporation if formed PROVIDED THAT the exercise of such right shall not affect or interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns.
- (k) The right and privilege to surrender or assign or dedicate or part with possession of any part or parts of the Lot and/or the Estate (other than the Units) which is required to be surrendered or assigned to the Government or dedicated for public use pursuant to the requirement under the Government Grant or whenever required by the Government PROVIDED THAT any benefit or concession acquired as a result of this right shall be accrued to all Owners and any fee payable or any monetary compensation receivable in connection therewith shall be borne by or to the account of the Special Funds.
- (l)
  - (i) So long as the First Owner is still the Owner of the Commercial Development, the right to construct the Covered Footbridge for connecting the Lot and the Commercial Development and/or the Tower or Towers erected or to be erected thereon and the 24-Hour Pedestrian Walkway with other adjacent lot(s), including but not limited to all other connections and podium slabs.
  - (ii) So long as the First Owner is still the Owner of the Commercial Development, the right to demolish, alter, reconstruct any part of the wall(s) forming the Proposed Wall Opening and the right to construct other footbridges/walkways and/or footbridge/walkway supports and connections from the Proposed Wall Opening connecting the Lot and the Commercial Development and/or the Tower or Towers erected or to be erected thereon with the buildings to be erected on other adjacent lot(s) and 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 or to procure a licence or easement from the Government or any other person for the construction of the above footbridges/walkways and/or footbridge/walkway supports and connections in such manner as the First Owner may deem fit without the concurrence or approval of any Owner and execute any documents in the name of the First Owner alone in connection therewith without the necessity of joining in any other Owner PROVIDED THAT the exercise of this right shall not affect or interfere with an Owner's exclusive right to hold, use and occupy the Unit which such Owner owns or unreasonably impede or restrict the access to or from

such Unit and all costs incidental thereto shall be borne by the First Owner solely.

- (m) The right to install use or let or licence the Advertising Spaces or any part thereof for advertising purposes and to exhibit, display, install, erect, affix, attach or project, or permit to be exhibited, displayed, installed, erected, affixed, attached or projected, thereon, thereto and therefrom, advertisements, posters and other advertising signs, structures or projections whatsoever (whether illuminated or not) and the right to install, remove, repair, maintain, service or replace the same at any time and from time to time.
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 with the full power of delegation and the Owners hereby further jointly and severally and irrevocably undertake to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.
- (b) 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 World Light 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 Covenanting 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 and Management Agreement dated the 11th day of November 2014 and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
  - (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company; and
  - (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights

conferred on the Company as aforesaid 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."

### SECTION III

#### MANAGER AND MANAGEMENT CHARGES

10. (a) Subject to Sub-clause (d) of this Clause 10 and subject to the provisions of the Building Management Ordinance (Cap.344), the parties hereto have agreed with the Manager for the Manager to undertake the management and maintenance of the Lot and the Estate for a term of two (2) years from the date of this Deed and to be continued thereafter until termination of the Manager's appointment in the manner hereinafter provided PROVIDED THAT nothing herein shall restrict or prohibit the termination of the appointment of the Manager during such initial term or at any time thereafter under the following circumstances :-
- (i) the appointment is terminated by the Manager by giving not less than three (3) calendar months' notice of termination 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 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, upon the passing of a resolution of the Owners of not less than 50% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities), the appointment of the Manager may be terminated without compensation by the Owners' Committee giving to the Manager not less than three (3) calendar months' notice of termination in writing; or
  - (iii) in the event that the Manager is wound up or has a receiving order made against it.
- (b) 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, remove the Manager without compensation by the Owners' Corporation giving to the 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; the length of notice specified therein is for a period of not less than 3 months; such notice is accompanied by a copy of the resolution terminating the Manager's appointment; and such notice and the copy of the resolution is served upon the Manager not more than 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 effected personally upon the Manager; or by post addressed to the Manager at its last known address.
- (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) For the avoidance of doubt and notwithstanding anything to the contrary contained in this Deed, it is expressly declared that so long as ownership of the Commercial Development as a whole remains vested in the First Owner or one single Owner, the management and maintenance of the Commercial Development shall be solely undertaken by the First Owner or such single Owner or the manager(s) appointed by them to do so Provided That the appointment of the manager(s) shall not affect the rights of the Manager. Upon the sale or assignment of any part of the Commercial Development (except the sale or assignment of the Commercial Development as a whole), the First Owner or such single Owner shall designate the commercial common areas and facilities by way of a Sub-Deed of the Commercial Development. The Sub-Deed of the Commercial Development shall be subject to the prior written approval of the Director of Lands. For the purpose of this Deed, "Owner of the Commercial Development" shall mean the First Owner or the one single Owner prior to the individual sale of the Commercial Development.
  - (e) Subject to Sub-clause (f) 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.
  - (f) 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 (f)(i) above and have not been delivered under Sub-clause (e) above.
11. Upon termination of the Manager's employment in whatever manner this may occur, a meeting of the Owners' Committee shall immediately be convened to appoint a manager to take its place and such meeting shall appoint a manager who shall on the expiry of the notice given by or, as the case may be, to the Manager be immediately thereupon and thenceforth become vested with all the powers and duties of the Manager hereunder and

the Owners' Committee shall on behalf of the Owners enter into a management agreement with such new manager defining its rights, duties and obligations. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Lot and the Estate be without a responsible duly appointed manager to manage the Estate after the issue of an Occupation Permit covering the same and the execution of this Deed.

12. (a) The Manager's Fee, being the remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual Management Expenses (excluding the amount for the Manager's Fee and capital expenditure or expenditure drawn out of the Special Funds) necessarily and reasonably 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 Funds at the rate of ten per cent (10%) or at such 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, compensation, 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.
13. (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 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 14(a) of this Deed within 2 months before the financial year setting out the estimated management expenditure of the Lot and the Estate during the financial year and such draft annual Management Budgets shall be prepared in consultation with the Owners' Committee (if the same has been established pursuant to the provisions of this Deed);
  - (ii) send a copy of each of the draft annual Management Budgets to the Owners' Committee or, where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, display a copy of each

- of the draft annual Management Budgets in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days;
- (iii) send or display, as the case may be, with the copy of the draft annual Management Budgets a notice inviting each Owner to send his comments on the draft annual Management Budgets to the Manager within a period of 14 days from the date the draft annual Management Budgets were sent or first displayed;
  - (iv) after the end of that period, prepare annual Management Budgets specifying the total estimated management expenditure during the financial year and for the purposes of the preparation of such annual Management Budgets, the Manager may alter any of the draft annual Management Budgets based on the suggestions made by the Owners' Committee or the Owners but shall not be obliged to do so;
  - (v) send a copy of each of the annual Management Budgets to the Owners' Committee or, where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, display a copy of each of the annual Management Budgets in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with Sub-clause (b) above before the start of that financial year, the total amount of the Management Charges for that year shall :-
- (i) until the Manager has so complied, be deemed to be the same as the total amount of Management Charges (if any) for the previous financial year;
  - (ii) when the Manager has so complied, be the total estimated management expenditure specified in the annual Management Budgets for that financial year, and the amount that the Owners shall contribute towards the Management Charges shall be calculated and adjusted accordingly.
- (d) Where any of the annual Management Budgets has been sent or displayed in accordance with Sub-clause (b)(v) above and the Manager wishes to revise the same, the Manager shall follow the same procedures in respect of the revised annual Management Budget as apply to the draft annual Management Budget and the annual Management Budget by virtue of Sub-clause (b) above.
- (e) Where a revised annual Management Budget is sent or displayed in accordance with Sub-clause (d) above, the total amount of the Management Charges for that financial year shall be the total management expenditure or estimated management expenditure specified in the revised annual Management Budget and the amount that Owners shall contribute towards the Management Charges shall be calculated and adjusted accordingly.
- (f) If there is an Owners' 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 proper good and efficient management and maintenance of the Lot and the Estate and the Common Areas and Facilities therein including but without prejudice to the generality of the foregoing the following costs charges and expenses :-
  - (i) the expenses for maintenance, operation, control, repair, cleansing, painting, decorating, improving and keeping in good condition of all Common Areas and Facilities and the lighting thereof;
  - (ii) the 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 security guard services for the Lot and the Estate and the cost (including but not limited to salaries, bonuses, compensation, severance payment and medical insurance) of employing executives, clerical staff, accountants, caretakers, security guards, watchmen, cleaners, and such other staff to manage and administer the Lot and the Estate and the Common Areas and Facilities therein and the expenses of purchasing or hiring all necessary plant, equipment and machinery;
  - (v) the cost and expense of inspecting, maintaining and repairing the foundations, columns and other structures constructed or to be constructed for the support of the Estate and the drains nullahs sewers pipes watermain 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 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 of 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) 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 or under any Sub-Deeds in respect of any part or parts of the Lot and the Estate;
  - (xiv) any other items of expenditure which are necessary for the administration, management and maintenance of the Lot and the Estate including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses reasonably and necessarily incurred by the Manager in respect thereof or such proportionate part thereof and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which relate to the administration and/or management and/or maintenance of the Lot and the Estate as well as any other lands, developments and buildings in such manner as shall be reasonably determined by the Manager having regard to the relevant circumstances.
14. (a) The Manager shall prepare the following four separate and independent budgets showing the total management expenditure of the Estate for the ensuing year (in consultation with the Owners' Committee except the first 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 Residential Management Expenses, Commercial Management Expenses and Car Park Management Expenses but including the Manager's Fee);
  - (ii) the Residential Management Budget which shall show (aa) the estimated expenditure of the management and maintenance of the Residential Development (excluding Commercial Management Expenses and Car Park Management Expenses 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;
  - (iii) the Commercial Management Budget which shall show (aa) the estimated expenditure of the management and maintenance of the Commercial Development (excluding Residential Management Expenses and Car Park Management Expenses 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;

- (iv) the Car Park Management Budget which shall show (aa) the estimated expenditure of the management and maintenance of the Car Park (excluding Residential Management Expenses and Commercial Management Expenses 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.

For the avoidance of doubt :-

- (A) 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; and
- (B) in the event that the Commercial Development is wholly owned and managed and maintained by the First Owner or the one single Owner thereof as provided in Clause 10(d) hereof, the Commercial Management Budget to be prepared by the Manager shall cover only the expenditure referred to in Clause 14(a)(iii)(bb) hereof.
- (b) (1) Subject to Sub-clauses (2) and (3) and further subject to the provisions in Schedule 7 to the Building Management Ordinance (Cap.344), 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), 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 said Ordinance; 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 said Ordinance; 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’ Incorporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
  - (ii) where there is no Owners’ 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.
- 15. (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 Shares 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 Residential Unit 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 Residential Management Budget which due

proportion shall be the same proportion as the number of Management Shares allocated to his Residential Unit bears to the total number of Management Shares allocated to all the Residential Units within the Estate. The number of Management Shares allocated to each Residential Unit shall be those specified in Part (A) of the Fifth Schedule hereto.

- (ii) The Owner(s) of the Commercial Development shall pay in advance on the first day of each calendar month 1/12th of the annual expenditure in accordance with the Commercial Management Budget;
- (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 Car Park Management Budget which due proportion shall be the same proportion as the number of Management Shares allocated to his Parking Space bears to the total number of Management Shares allocated to all the Parking Spaces within the Estate. The number of Management Shares allocated to each Parking Space shall be those specified in Part (C) of the Fifth Schedule hereto.

(c) PROVIDED ALWAYS :-

- (i) where at any time any 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 budget divided by the number of complete months from the date of such revised budget to the end of the then current financial year;
  - (ii) on the first day of the month immediately following the close of any financial year and on the first day of each of such subsequent months before the budget for the then financial year shall have been prepared and approved there shall be paid on account an amount equal to the Advance Payment 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) (i) The Management Expenses attributable to the use and passage of the ramps and driveways of the Car Park for the purpose of access to and from the Visitors Car Parking Spaces and the Residential Loading and Unloading 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 Residential Management Budget for the benefit of the Owners of the Car Parking Spaces by transferring the amount of such Management Expenses to the account of 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 and/or Residential Loading and Unloading 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.

- (ii) The Management Expenses attributable to the use and passage of the ramps and driveways of the Car Park for the purpose of access to and from the Commercial Loading and Unloading Spaces as referred to in Clause 4 of Part A of the Second Schedule to this Deed shall be paid by the Owner(s) of the Commercial Loading and Unloading Spaces to the Manager for the account of 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 Commercial Loading and Unloading 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.

- 16. (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 income for the following financial year.
- 17. Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include :-
  - (a) any sum attributable or relating to the cost of completing the construction of the Estate or any part thereof which sum shall be borne solely by the First Owner;
  - (b) all existing and future taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any Unit which sums shall be borne by the Owner or Owners for the time being thereof,
  - (c) the expenses for keeping in good and substantial repair and condition of the interior fixtures and fittings, windows and doors of any Unit 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.
- 18. Where any expenditure relates solely to or is solely for the benefit of the Residential Development or the Commercial Development or the Car Park or any Unit therein then the full amount of such expenditure shall be borne by the Owners of the Residential

Development or the Owner(s) of the Commercial Development or the Owners of the Car Park or the Owner of such Unit.

19. (a) The Manager shall establish and maintain four separate special funds respectively for the Estate Common Areas and Facilities, the Residential Development, the Commercial Development and the Car Park (hereinafter collectively called "the Special Funds") to meet expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and Facilities and the commercial common areas and facilities (if designated and declared in a Sub-Deed in respect of the Commercial Development), the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and Facilities and the commercial common areas and facilities (if any) and the costs of the relevant investigation works and professional services Provided That so long as the Commercial Development is wholly owned and managed and maintained by the First Owner or the one single Owner thereof as provided in Clause 10(d) hereof, the Manager shall not be required to establish and keep the Special Fund for the Commercial Development. It is hereby agreed and declared that each of the Special Funds shall be a trust fund managed by the Manager, but all sums in such funds shall be the property of the Owners or as the case may be, the Owners of the Residential Development, the Owner(s) of the Commercial Development and the Owners of the Car Park. For the avoidance of doubt, it is expressly declared that the above four Special Funds shall be treated as completely separate and independent funds so that any surplus or deficit in one fund shall not be taken into account in the other 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 all the relevant Special Fund(s) Provided That if an Owner is liable to contribute to more than one Special Fund, the Manager shall apportion such initial total contribution to such Special Funds in such reasonable manner as the Manager may deem fit.
- (c) The First Owner shall in respect of any Units in that part of the Estate the construction of which has been completed and which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date when the First Owner is in a position validly to assign those Unit(s) 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 relevant Special Fund(s) (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 shall also on demand pay to the Manager such further periodic contributions to the Special Funds. The amount to be contributed in each financial year and the 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 Special Fund(s) by the Owners in any financial year, and the time when those contributions shall be payable.

- (f) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) interest-bearing accounts, the title of which shall refer to the Special Funds for the Estate, and shall use those accounts exclusively for the purpose referred to in Sub-clause (a) above.
  - (g) The Manager shall without delay deposit all money received by the Manager in respect of the relevant Special Fund(s) into the relevant account(s) maintained under Sub-clause (f) above.
  - (h) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the relevant Special Fund(s) unless it is for a purpose approved by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed). The Manager must not use the Special Funds 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 Funds are neither refundable to any Owner by the Manager nor transferable to any new Owner.
20. (a) Subject to 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 Unit (save and except Parking Space) 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 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 not be refundable Provided That any part of such sum not used for the aforesaid purpose shall be paid into the Special Funds; and
  - (iv) 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 or will be paid by the Manager to the relevant utility companies and such due proportion of the deposits are transferable;
- (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), 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; and
- (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 Unit (save and except Car Parking Space) 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 not be refundable provided that any part of such sum not used for the aforesaid purpose shall be paid into the Special Funds.

For the avoidance of doubt, the First Owner shall be entitled to recover the said deposit and payment from the assignee(s) of the said unsold Unit(s).

- (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 or such other amount reasonably fixed by the Manager whose decision shall be final and binding upon the Owners in respect of such Residential Unit 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 fitting out of his Residential Unit. 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 fitting out work of 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.
21. 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.
22. 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.
  - (b) To charge the Owner concerned a reasonable sum as consideration for granting and processing any consent required from the Manager pursuant to this Deed provided that such consideration shall be held by the Manager for the benefit of all Owners and shall form part of the Special Funds.
23. (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof not otherwise required to pay and contribute to the Management Expenses such sum or sums as the Manager shall 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 franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any Estate Rules shall form part of the Management Funds and
  - (i) in so far as they arise from or are attributable to the Residential Common Areas and Facilities be notionally credited to the budget for Residential Management Expenses;
  - (ii) 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;
  - (iii) 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.

- 24. 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 Funds and treated as an income for the financial year in which such monies are paid.

- 25. All amounts which become payable by any Owner in accordance with the provisions of this Deed or any relevant Sub-Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and any relevant Sub-Deed and legal costs (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 or any relevant Sub-Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.
- 26. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed and any relevant Sub-Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed and any

relevant Sub-Deed within 14 days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as aforesaid together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal costs as aforesaid and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of such defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the 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.

27. 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 25 of this Deed shall apply equally to any such action.
28. The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner and any person occupying any part of the Lot and the Estate through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and any relevant Sub-Deed and of the Estate Rules so far as the same are binding on such Owner and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 25 of this Deed shall apply to all such proceedings.
29. Subject to Clause 61 of this Deed all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Lot and the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Lot and the Estate and any surplus thereof shall form part of the Management Funds.
30. Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in this Deed the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the account of the Owner against whom a claim has been made.
31. 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.
32. Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and the Estate shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit(s) paid under this Deed and his contributions towards the relevant Special Fund(s) paid under this Deed to the intent that all such funds shall be held and applied for the management of the Lot and the Estate irrespective of changes in ownership of the

Undivided Shares in the Lot and the Estate PROVIDED THAT any deposit paid under Clause 20 may be transferred into the name of the new Owner of such Undivided Shares and PROVIDED THAT upon the Lot reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 61 of this Deed, an appropriate part of the said 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 Shares.

33. 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.
34. (a) The Manager shall 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.
- (b) Subject to Sub-clauses (c) and (d) below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Lot and the Estate into such interest-bearing account maintained by the Manager under Sub-clause (a) 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).
- (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) 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).
- (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.

35. 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 Funds and an estimate of the time when there will be a need to draw on the Special Funds 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.
36. The Manager shall upon reasonable notice being given by any Owner permit such 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 and any relevant Sub-Deed. The Manager shall also upon request of any Owner and upon payment of a reasonable copying charge for copying the same supply such Owner with a copy or copies of any record or document requested by such Owner in writing.
37. Subject to the provisions of the Building Management Ordinance (Cap.344), each Owner hereby irrevocably APPOINTS the Manager as agent with full power of delegation to enforce the provisions of this Deed against the other Owner or Owners and in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed. 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 the duty and full and unrestricted authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including in particular but without in any way limiting the generality of the foregoing :-
- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant Sub-Deed;
  - (b) To manage, maintain and control the parking of vehicles in the Common Areas and Facilities and to remove any cars parked in any area not reserved for parking or car parked in any space without the permission of the Manager;
  - (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured to the full reinstatement value in respect of the Common Areas and Facilities as comprehensively as reasonably possible and in particular against loss or damage by fire or 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 Advertising Spaces ), elevations, facade, canopies, architectural fixtures and fittings thereof but excluding any elevations, facade, canopies, architectural fixtures and fittings forming part of the Commercial Development and 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;
- (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 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 or this Deed or the Buildings Ordinance or regulations thereof;
- (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 or this Deed;
- (x) To prevent any person from detrimentally altering or injuring any part or parts of the Lot and the Estate or any of the Common Areas and Facilities thereof;

- (y) To prevent any person from overloading the floors or lifts of the Estate or any part or parts thereof;
- (z) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Estate;
- (aa) To have the 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 policy adopted or decision reached or action taken in relation to any such dealings;
- (ab) Subject to Clause 14(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 any relevant Sub-Deed and the Estate Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (ad) To ensure that all Owners 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. To charge the Owners for the collection and removal of fitting out or decoration debris Provided That such charges shall form part of the Special Funds;
- (af) To charge the Owners for 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 for all costs and consultant's fees incurred in granting any consent required from the Manager in accordance with the provisions of this Deed;
- (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 the plumbing and drainage facilities and/or any other services and facilities or any part or parts thereof the repair of which is such Owner's or Owners' responsibility under this Deed and the failure to repair by the Owner or Owners will result in the use and enjoyment of the other Units being adversely affected, 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 post the address of the Unit of any Owner in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Estate;
- (ak) Subject to the Government Grant and to the prior approval of the Owners' Committee (if formed), to grant such easements, quasi-easements, rights, privileges, licences and informal arrangements as it shall be necessary to ensure the efficient management of the Lot and the Estate;
- (al) 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;
- (am) 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;
- (an) To deal with all enquiries, complaints, reports and correspondence relating to the Lot and the Estate as a whole;
- (ao) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if any) to grant franchises, leases, tenancy agreements and 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 any relevant Sub-Deed;
- (ap) 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 by the different Owners or Occupiers of at least two Units;
- (aq) 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;

- (ar) 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 Provided That for the avoidance of doubt in the event the Commercial Development is wholly owned and managed and maintained by the First Owner or the one single Owner as provided in Clause 10(d) hereof the Manager shall not be required to make Estate Rules in respect of the Commercial Development;
- (as) 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 any relevant Sub-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 Funds;
- (at) Subject as otherwise provided in this Deed or the Building Management Ordinance (Cap.344), from time to time to compile rules and regulations governing
  - (i) the convening, conduct and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
  - (ii) the quorum for the conduct of business at any such meetings;
  - (iii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
  - (iv) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;
  - (v) all other matters to regulate the meetings of the Owners, the Owners' Committee and any subcommittees thereof and to facilitate the transaction of business thereat;
- (au) 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;
- (av) 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;
- (aw) 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;

- (ax) To make payment to the Government on demand of the cost incurred by the Government in connecting the drains and sewers from the Lot to the Government storm water drains and sewers which are required to be connected pursuant to the Government Grant;
- (ay) Subject to having obtained the relevant Government authority's approval (if required) and having given prior reasonable notice to Owners affected by the relevant works (except in case of emergency), to erect or place on the external wall, any terrace, roof, flat roof, upper roof, balcony, utility platform and/or private garden scaffolding and/or other equipment necessary for proper repair of the plumbing facilities, the external walls and windows of the Estate 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 workmen, contractors and agents and ensure that the least disturbance is caused;
- (az) 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;
- (ba) To engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out any necessary works in respect of any of the Slopes and Retaining Walls in compliance with the Government Grant and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate government department regarding the maintenance of slopes, retaining walls and related structures (and for such purposes, 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 maintenance Provided That the Manager shall not be made personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager is unable to collect the costs of the required works from all Owners pursuant to the terms of this Deed;
- (bb) To 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;
- (bc) 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;
- (bd) To manage, maintain and control the Car Park and to remove any vehicles parked in any area in the Car Park not reserved for parking or any vehicles parked in any parking, loading and unloading space without the consent of the Owner or lawful occupier of such parking, loading and unloading space and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such parking, loading and unloading spaces;
- (be) At the request of the Owners' Corporation, to transfer to the Owners Incorporation 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;

- (bf) To manage, maintain, control and regulate the use of the Visitors Car Parking Spaces and Residential Loading and Unloading Spaces and to charge users thereof such fees as the Manager shall determine Provided That all fees should be paid to the Management Funds;
- (bg) In the event of the covenants specified in Clause 7A of Section I hereof 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;
- (bh) 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;
- (bi) 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;
- (bj) 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;
- (bk) To maintain regularly on a recurrent basis the Works and Installations;
- (bl) To comply with the terms and conditions of the Government Grant;
- (bm) 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;
- (bn) 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;
- (bo) To maintain the Green Areas 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 provided thereon or therein to the satisfaction of the Director of Lands until such time as possession of the Green Areas has been re-delivered to the Government in accordance with Special Condition No.(3) of the Government Grant;
- (bp) Subject to Clause 7B above, to maintain the 24-Hour Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands and for the avoidance of doubt, if the relevant Sub-Deed of the

Commercial Development has not yet been executed, the Manager is not required to maintain the 24-Hour Pedestrian Walkway;

- (bq) To landscape and plant with trees and shrubs in the Lot and the Estate and keep the same in a clean, neat, tidy and healthy condition pursuant to Special Condition No.(10) of the Government Grant;
- (br) To operate the gondola system (if any) which is temporary landed on the flat roof(s), roof(s), private garden(s) and/or parking space(s) forming part(s) of Residential Units (with or without the Manager's agents, workmen and staff and with or without other appliances, equipments and materials) for cleaning, maintaining and/or repairing the Common Areas and Facilities Provided 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 workmen, contractors and agents;
- (bs) To approve the installation of the electric vehicle charger(s) and associated equipments upon request by any Owners of the Car Parking Spaces in the Common Areas. For the avoidance of doubt, the costs and expenses relating to and arising from such installation and future operating and maintenance costs shall be borne by such Owners absolutely. Notwithstanding anything herein contained to the contrary, the Manager reserves its absolute right to decline such approval if such installation (in the absolute opinion of the Manager) may affect the other Owners to use and enjoy their Units or the Common Areas and Facilities;
- (bt) 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.

38. 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 any relevant Sub-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 Residential Common Areas and Facilities;
  - (d) To upkeep, manage, maintain, repair and clean the Covered Footbridge or any part and parts thereof or any replacement thereof to be constructed in accordance with

Special Condition No.(18)(a)(i) of the Government Grant in good and substantial repair and condition and in all respects to the satisfaction of the Director of Lands.

- (e) Subject to the terms of the Government Grant, to charge a prescribed fee for entry into and/or use of any part of the Residential Common Areas and Facilities or Car Park 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 Residential Common Areas and Facilities or Car Park Common Areas and Facilities or Estate Common Areas and Facilities, as the case may be.
39. 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 purposes of inspecting, rebuilding, repairing, renewing, maintaining, cleaning or painting 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 make good any damage caused thereby and be responsible for negligent, wilful or criminal acts of the Manager its staff or contractors.
40. 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 and any relevant Sub-Deed Provided That the exercise of this right shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict the access to and from such Unit owned by him.
41. All acts and decisions of the Manager 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.
42. (a) The Manager shall have power from time to time with the approval of the Owners' Committee (if and when it is formed) or the Owners' 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 Provided That for the avoidance of doubt in the event the Commercial Development is wholly owned and managed and maintained by the First Owner or the one single Owner thereof as provided in Clause 10(d) hereof the Manager shall not be required to make Estate Rules in respect of the Commercial Development. 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.
- (b) Such Estate Rules shall be supplementary to the terms and conditions contained in this Deed and any Sub-Deed and shall not in any way conflict with such terms and conditions in the Building Management Ordinance (Cap.344) or the Government

Grant. In case of inconsistency between such Estate Rules and the terms and conditions of this Deed and any Sub-Deed the terms and conditions of this Deed and the Sub-Deed shall prevail.

- (c) Without prejudice to the generality of Sub-clause (b) hereof, 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.
43. 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 and 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).
- 43A. 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, 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

44. The Manager, its servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed or any Sub-Deed not being an act or omission involving criminal liability or dishonesty or negligence and the Owners shall fully and effectually indemnify the Manager, its servants, agents or contractors from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith 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 servant, agent or contractors and no Owner shall be required to indemnify the Manager or its servant, agent or contractors from and against any action or claim arising out of any such act or omission. Without in any way limiting the generality of the foregoing, the Manager, its servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of :-

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

UNLESS such damage, loss or injury was caused by an act or omission of the Manager, its servants, agents or contractors involving criminal liability or dishonesty or negligence and PROVIDED THAT contribution to the Management 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.

45. 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 or any relevant Sub-Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or Occupiers for which the Manager is not empowered by this Deed or any relevant Sub-Deed or for which the Manager has

elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

## SECTION V

### OWNERS' COMMITTEE

46. (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.
- (b) The Owners' Committee shall consist of 11 members of which
- 2 members shall be elected by the Owners of each Tower,
  - 1 member shall be elected by Owners of the Parking Spaces,
  - 2 members shall be elected by the Owner(s) of the Commercial Development
- or such other number of members as the Owners may decide from time to time by resolution at a meeting of the Owners.
47. The Owners' Committee shall meet at such times as occasion shall require and in any event not less than once in every 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.
48. The following persons shall be eligible for membership of the Owners' Committee :-
- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee.
  - (b) The husband or wife of any Owner or any adult member of the family of any Owner duly authorised by the Owner which authorization shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee Provided That no Owner is in a position to authorize any adult member of his

family to be eligible for membership of the Owners' Committee if he ceases to be an Owner of Undivided Shares.

- (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 6 and where the number is reduced to only 6 the quorum for its meeting shall be 6 Provided That if the number is reduced below 6, the members of the Owners' Committee may act for the purpose only of electing other member(s) of the Owners' Committee.
  - (e) A member of the Owners' Committee elected by the Owners of any component part of the Estate in respect of which a Sub-Deed has been entered into may be removed from office by resolution of the Owners of that component part at an annual general meeting or an extraordinary general meeting convened for the purpose and at any such meeting another member may be elected by resolution of the Owners of that component part in the place of the member removed from office.
  - (f) A member of the Owners' Committee appointed by the Owners of any component part of the Estate may be removed from office and another person appointed in his place by notice in writing from the Owners of that component part addressed to the Owners' Committee.
49. A member of the Owners' Committee shall retire from office at every alternate annual general meeting following his appointment or election but shall be eligible for re-appointment or re-election but subject to this he shall hold office until :-
- (a) He resigns by notice in writing to the Owners' Committee; or
  - (b) In the case of an elected member he ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or
  - (c) He becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
  - (d) He becomes incapacitated by physical or mental illness or death; or
  - (e) In the case of an elected member he is removed from office by the Owners whom he represents by ordinary resolution of a duly convened meeting of such Owners or in the case of an appointed member he is removed from office by notice to that effect to the Owners' Committee given by the Owners who have the right to appoint him; or
  - (f) He resides abroad; or
  - (g) He ceases to be an Owner of Undivided Shares.

In any of the events provided for in Sub-clauses (a), (c), (d), (f) or (g) above, the Manager may convene a meeting of the Owners who have elected the member concerned to fill the casual vacancy thereby created if the member concerned is an elected member, or the Owners who are entitled to appoint the member concerned shall have the right to fill the casual vacancy thereby created if the member concerned is an appointed member.

50. The Owners' Committee shall meet at the requisition of the chairman or any 3 members of the Owners' Committee or whenever requested by the Manager.
51. (a) Notice of a meeting of the Owners' Committee shall be given in writing by the Manager or the Owners' Committee or 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 to be proposed.
- (b) Service of the said notice of meeting of the Owners' Committee may be effected :-
- (i) personally upon the member of the Owners' Committee;
  - (ii) by post addressed to the member of the Owners' Committee at his last known address; or
  - (iii) by leaving the notice at the member's Unit or depositing the notice in - the letter box for that Unit.
52. No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business and not less than 50% of the total number of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater shall be a quorum.
53. (a) The Owners' Committee shall have full power from time to time to make and compile rules and regulations governing :-
- (i) the convening, conduct and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
  - (ii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
  - (iii) the conduct of the ballot for the election or re-election of Owners 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 or any Sub-Deed.
- (b) The Manager shall appoint a representative to represent the Manager in all its business and dealings with the Owners' Committee and such representative shall act as a secretary to the Owners' Committee who shall have the right to attend all meetings of the Owners' Committee but not to vote thereat and who shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.
54. The following provisions shall apply in all meetings of the Owners' Committee :-
- (a) Subject to Sub-clause (d) below, all resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed or any Sub-Deed;
  - (b) A resolution put to the vote of the meeting shall be decided on a show of hands only;

- (c) On a show of hands every member of the Owners' Committee present at the meeting shall have one vote;
  - (d) In the case of an equality of votes the chairman shall have a second or casting vote.
- 55. The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed or any Sub-Deed not being an act or omission involving criminal liability or dishonesty or negligence by or on the part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee and the members thereof from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid which does not involve criminal liability or dishonesty or negligence on the part of any or all of the members of the Owners' Committee and all costs and expenses in connection therewith.
- 56. 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.
- 57. The Owners' Committee shall cause to be kept records and minutes of :-
  - (a) the appointment and election and vacation of appointments of all its members, secretary and chairman and all changes therein;
  - (b) all resolutions and notes of proceedings of the Owners' Committee;
  - (c) the members present at all meetings.
- 58. 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.

## SECTION VI

### MEETING OF OWNERS

59. 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 from the date hereof (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;
      - (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) Every meeting shall be convened by at least fourteen (14) days' notice in writing served by the person or persons convening the meeting upon 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.
    - (ii) Service of a notice required to be served under sub-clause (d)(i) above may be effected
      - (1) personally upon the Owner;
      - (2) by post addressed to the Owner at his last known address; or
      - (3) by leaving the notice at the Owner's Unit or depositing the notice in the letter box for that 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) Every Owner shall have one vote for each Undivided Share 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 1 co-owner appointed by the others; or
  - (iii) if no appointment has been made under sub-subparagraph (i) or (ii), then either personally or by proxy by one of the co-owners; and, in the case of any meeting where more than one of the co-owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, in person or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid.

In case of any equality of votes, the chairman shall have, in addition to a deliberative vote, a casting vote.

- (i) Votes may be given either personally or by proxy.
- (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 the person, as the case may be, who convened the meeting not less than 48 hours before the time for the holding of 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 or any Sub-Deed.
  - (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers and duties of the Manager conferred on the Manager under the Building Management Ordinance (Cap.344) or this Deed or any Sub-Deed.
  - (v) A resolution may be passed to dismiss the Manager by giving to the Manager not less than 3 calendar months' notice in writing but no such resolution shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities).
- (m) 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 62.
- (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.
60. 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.
- 60A. 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 unless the mortgagee or chargee is in possession or has foreclosed or is in receipt of the rents and profits of such Undivided Share.

## SECTION VII

### EXTINGUISHMENT OF RIGHTS

61. In the event of the Estate or any part thereof being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for habitation or use, the Manager or the Owners' Committee or 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 (excluding the Undivided Shares allocated to the Common Areas and Facilities) or (as the case may be) of the total number of Undivided Shares of the part thereof as affected (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall convene a meeting of the Owners of the Estate or (as the case may be) the part thereof so affected and such meeting may resolve by not less than 75% majority Undivided Shares of such Owners present and voting in proportion to the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) held at such 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 Estate or (as the case may be) the part thereof so affected then in such event the Undivided Shares in and of the Estate or (as the case may be) the part thereof so affected 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 in proportion to the respective number of Undivided Shares previously held by such Owners. 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 Owners. PROVIDED ALWAYS THAT if it is resolved by not less than 75% majority of such Owners present and voting in proportion to the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) held at such meeting to reinstate or rebuild the Estate or (as the case may be) the part thereof so affected the Owners of the Estate or (as the case may be) the part thereof so affected shall pay the excess of the cost of reinstatement or rebuilding of the Estate or the relevant part thereof 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 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.
62. The following provisions shall apply to a meeting convened as provided in Clause 61 hereof :-
- (a) (i) Every such meeting shall be convened by at least fourteen (14) days' notice in writing served by the person or persons convening the meeting upon each Owner, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed;
  - (ii) Service of a notice required to be served under sub-clause (a)(i) above may be effected
    - (a) personally upon the Owner;

- (b) by post addressed to the Owner at his last known address; or
  - (c) by leaving the notice at the Owner's Unit or depositing the notice in his letter box.
- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares in the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) or (as the case may be) of the total number of Undivided Shares of the part thereof so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
- (c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week at the same place;
- (d) Every such meeting shall be presided over by the chairman of the Owners' Committee or, in his absence, the Owners present shall choose one of their members to be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner shall have one vote for each Undivided Share allocated to the Estate or (as the case may be) the part thereof so affected (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 1 co-owner appointed by the others; or
  - (iii) if no appointment has been made under sub-subparagraph (i) or (ii), then either personally or by proxy by one of the co-owners; and, in the case of any meeting where more than one of the co-owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, in person or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid.
- (g) In case of equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote;
- (h) Votes may be given either personally or by proxy;
- (i) The instrument appointing a proxy shall be lodged with the person, or one of the persons, as the case may be, who convened the meeting not less than 48 hours before the time for the holding of the meeting;
- (j) A resolution passed at a duly convened meeting by not less than 75% majority of votes of such Owners present in person or by proxy and voting in proportion to the number of Undivided Shares in the Lot and the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) held at such meeting shall

be binding on all the Owners of the Estate or (as the case may be) the relevant part of the Estate PROVIDED as follows :-

- (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
- (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
- (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (k) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

## SECTION VIII

### MISCELLANEOUS PROVISIONS

63. Each Owner shall on ceasing to be the Owner of any Undivided Share notify the Manager of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner.
64. No person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.
65. Notwithstanding anything herein contained, it is hereby specifically agreed that the provisions of Schedule 7 and Schedule 8 to the Building Management Ordinance (Cap.344) shall be incorporated in and form part of this Deed. In the event of any conflict or inconsistency between the provisions in Schedule 7 and Schedule 8 to the Building Management Ordinance (Cap.344) and any provision in this Deed, the former shall prevail.
66. There shall be public notice boards at such places in the Estate as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the Estate Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for 7 consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
67. Any Owner not resident in the Estate shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed and any relevant Sub-Deed. In the event that the Owner shall fail to provide the Manager with such an address in Hong Kong, then the Manager may treat the address of the Unit which such Owner owns as the address for service of notices.
68. Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards 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 Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at or delivered to the registered office of the Manager.

69. (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 execution hereof 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 will be credited to the Special Funds. 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 will be credited to the Special Funds.
70. 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 Authorized 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 charge during normal office hours of the Manager.
71. 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.
72. 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.
73. 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 any amendment or amendments thereto or any substitutions thereof and to the extent that any provisions contained herein shall be in conflict with the Building Management Ordinance (Cap.344) or the Government Grant, the Building Management Ordinance (Cap.344) and the Government Grant respectively shall prevail. If any Owners' Corporation is formed under the provisions of the Building Management Ordinance (Cap.344), the Owners' Corporation shall be vested with all the rights, powers, duties and obligations for the control, management and administration of the Lot and the Estate conferred by this Deed or any Sub-Deed on the Manager and subject to any provisions herein in extension or modification thereof. The provisions contained in 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 the 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.

74. (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. The First Owner or the one single Owner of the Commercial Development shall upon execution of the Sub-Deed in respect of the Commercial Development, assign the Undivided Shares relating to the commercial common areas and facilities ( if designated and declared in the Sub-Deed), to the Manager free of cost or consideration to be held on trust for the Owners for the time being of the Units in the Commercial Development, subject to the Government Grant, to this Deed and to the Sub-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.
75. The Owners shall at their own expense maintain and carry out all works in respect of any 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 (if any) 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 Funds. 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 all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures. All Owners shall pay to the Manager all costs lawfully incurred or to be incurred by it in carrying out such maintenance, repair and any other works 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.
76. The First Owner shall during the continuing construction of the Estate provide at its own expense temporary noise abatement and dust protection measures within the Estate so as to minimise inconvenience to the Owners and Occupiers of the Units.
77. 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 thereof 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 Funds.

- 78. The schedule of Works and Installations in the Sixth Schedule to this Deed and the maintenance manual for the Works and Installations shall 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.
- 79. The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule of 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.
- 80. 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 Funds.
- 81. 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 Funds.
- 82. 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.

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

<b>(1) <u>Residential Development</u></b>	<b><u>No. of Units</u></b>	<b><u>No. of Undivided Shares per Unit</u></b>	<b><u>Total No. of Undivided Shares</u></b>
<b>(A) Tower 1</b>			
Flat A on 3/F with Bal, UP and Private Garden	1	131	131
Flat A on 5/F with Bal, UP and Private Flat Roof	1	73	73
Flat B on 5/F with Private Flat Roof	1	38	38
Flat C on 5/F with UP and Private Flat Roof	1	61	61
Flat D on 5/F with UP and Private Flat Roof	1	44	44
Flat E on 5/F with Private Flat Roof	1	24	24
Flats A on 6/F to 11/F, each with Bal and UP	6	73	438
Flats B on 6/F to 11/F, each with Bal and UP	6	41	246
Flats C on 6/F to 11/F, each with Bal and UP	6	62	372
Flats D on 6/F to 11/F, each with Bal and UP	6	45	270
Flats E on 6/F to 11/F, each with Bal and UP	6	27	162
Flats A on 12/F to 19/F, each with Bal and UP	6	73	438
Flats B on 12/F to 19/F, each with Bal and UP	6	41	246
Flats C on 12/F to 19/F, each with Bal and UP	6	62	372
Flats D on 12/F to 19/F, each with Bal and UP	6	45	270
Flats E on 12/F to 19/F, each with Bal and UP	6	27	162
Flats A on 20/F to 35/F, each with Bal and UP	14	73	1,022
Flats B on 20/F to 35/F, each with Bal and UP	14	41	574
Flats C on 20/F to 35/F, each with Bal and UP	14	62	868
Flats D on 20/F to 35/F, each with Bal and UP	14	45	630
Flats E on 20/F to 35/F, each with Bal and UP	14	27	378
Flat A on 36/F with Bal, UP, Private Flat Roof and Roof	1	120	120
Flat B on 36/F with Bal, UP, Private Flat Roof and Roof	1	112	112
<b>Sub-Sub-total :</b>			<b>7,051</b>

**(B) Tower 2**

Flat A on 3/F with Bal, UP and Private Garden	1	41	41
Flat B on 3/F with Bal, UP and Private Garden	1	38	38
Flat C on 3/F with Bal, UP and Private Garden	1	111	111
Flat A on 5/F with Bal, UP and Private Flat Roof	1	62	62
Flat B on 5/F with Bal and UP	1	46	46
Flat C on 5/F with Bal and UP	1	46	46
Flat D on 5/F with Private Flat Roof	1	41	41
Flat E on 5/F with UP and Private Flat Roof	1	48	48
Flats A on 6/F to 11/F, each with Bal and UP	6	62	372
Flats B on 6/F to 11/F, each with Bal and UP	6	46	276
Flats C on 6/F to 11/F, each with Bal and UP	6	46	276
Flats D on 6/F to 11/F, each with Bal and UP	6	43	258
Flats E on 6/F to 11/F, each with Bal and UP	6	49	294
Flats A on 12/F to 19/F, each with Bal and UP	6	62	372
Flats B on 12/F to 19/F, each with Bal and UP	6	46	276
Flats C on 12/F to 19/F, each with Bal and UP	6	46	276
Flats D on 12/F to 19/F, each with Bal and UP	6	43	258
Flats E on 12/F to 19/F, each with Bal and UP	6	49	294
Flats A on 20/F to 35/F, each with Bal and UP	14	62	868
Flats B on 20/F to 35/F, each with Bal and UP	14	46	644
Flats C on 20/F to 35/F, each with Bal and UP	14	46	644
Flats D on 20/F to 35/F, each with Bal and UP	14	43	602
Flats E on 20/F to 35/F, each with Bal and UP	14	49	686
Flat A on 36/F with Bal, UP, Private Flat Roof and Roof	1	110	110
Flat B on 36/F with Bal and UP	1	61	61
Flat C on 36/F with Bal and UP	1	43	43

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**Sub-Sub-total : 7,043**

**(C) Tower 3**

Flat A on 3/F with Bal, UP and Private Garden	1	118	118
Flat B on 3/F with Bal, UP and Private Garden	1	80	80
Flat C on 3/F with Bal, UP and Private Garden	1	121	121
Flat A on 5/F with Bal, UP and Private Flat Roof	1	60	60
Flat B on 5/F with Bal and UP	1	49	49
Flat C on 5/F with Bal and UP	1	48	48
Flat D on 5/F with Bal, UP and Private Flat Roof	1	61	61
Flat E on 5/F with Bal, UP and Private Flat Roof	1	47	47
Flat F on 5/F with Bal, UP and Private Flat Roof	1	32	32
Flat G on 5/F with Bal, UP and Private Flat Roof	1	46	46
Flat H on 5/F with Bal, UP and Private Flat Roof	1	46	46
Flats A on 6/F to 11/F, each with Bal and UP	6	59	354
Flats B on 6/F to 11/F, each with Bal and UP	6	49	294
Flats C on 6/F to 11/F, each with Bal and UP	6	48	288
Flats D on 6/F to 11/F, each with Bal and UP	6	60	360
Flats E on 6/F to 11/F, each with Bal and UP	6	44	264
Flats F on 6/F to 11/F, each with Bal and UP	6	30	180
Flats G on 6/F to 11/F, each with Bal and UP	6	44	264
Flats H on 6/F to 11/F, each with Bal and UP	6	44	264
Flats A on 12/F to 19/F, each with Bal and UP	6	59	354
Flats B on 12/F to 19/F, each with Bal and UP	6	49	294
Flats C on 12/F to 19/F, each with Bal and UP	6	48	288
Flats D on 12/F to 19/F, each with Bal and UP	6	60	360
Flats E on 12/F to 19/F, each with Bal and UP	6	44	264
Flats F on 12/F to 19/F, each with Bal and UP	6	30	180
Flats G on 12/F to 19/F, each with Bal and UP	6	44	264
Flats H on 12/F to 19/F, each with Bal and UP	6	44	264
Flats A on 20/F to 25/F, each with Bal and UP	5	59	295
Flats B on 20/F to 25/F, each with Bal and UP	5	49	245
Flats C on 20/F to 25/F, each with Bal and UP	5	48	240
Flats D on 20/F to 25/F, each with Bal and UP	5	59	295
Flats E on 20/F to 25/F, each with Bal and UP	5	44	220
Flats F on 20/F to 25/F, each with Bal and UP	5	30	150
Flats G on 20/F to 25/F, each with Bal and UP	5	44	220
Flats H on 20/F to 25/F, each with Bal and UP	5	44	220
Flats A on 26/F to 35/F, each with Bal and UP	9	59	531
Flats B on 26/F to 35/F, each with Bal and UP	9	49	441
Flats C on 26/F to 35/F, each with Bal and UP	9	48	432
Flats D on 26/F to 35/F, each with Bal and UP	9	59	531
Flats E on 26/F to 35/F, each with Bal and UP	9	44	396
Flats F on 26/F to 35/F, each with Bal and UP	9	30	270
Flats G on 26/F to 35/F, each with Bal and UP	9	44	396
Flats H on 26/F to 35/F, each with Bal and UP	9	44	396
Flat A on 36/F with Bal, Private Flat Roof and Roof	1	97	97
Flat B on 36/F with Bal, Private Flat Roof and Roof	1	97	97
Flat C on 36/F with Bal and UP	1	44	44
Flat D on 36/F with Bal and UP	1	78	78
Flat E on 36/F with Bal and UP	1	44	44

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**Sub-Sub-total : 10,882**

**(D) Tower 5**

Flat A on 3/F with Bal, UP and Private Garden	1	123	123
Flat B on 3/F with Bal, UP and Private Garden	1	79	79
Flat C on 3/F with Bal and Private Garden	1	120	120
Flat A on 5/F with Bal, UP and Private Flat Roof	1	61	61
Flat B on 5/F with Bal and UP	1	48	48
Flat C on 5/F with Bal and UP	1	49	49
Flat D on 5/F with Bal, UP and Private Flat Roof	1	60	60
Flat E on 5/F with Bal, UP and Private Flat Roof	1	46	46
Flat F on 5/F with Bal, UP and Private Flat Roof	1	46	46
Flat G on 5/F with Bal, UP and Private Flat Roof	1	46	46
Flat H on 5/F with Bal, UP and Private Flat Roof	1	46	46
Flats A on 6/F to 11/F, each with Bal and UP	6	60	360
Flats B on 6/F to 11/F, each with Bal and UP	6	48	288
Flats C on 6/F to 11/F, each with Bal and UP	6	49	294
Flats D on 6/F to 11/F, each with Bal and UP	6	59	354
Flats E on 6/F to 11/F, each with Bal and UP	6	44	264
Flats F on 6/F to 11/F, each with Bal and UP	6	44	264
Flats G on 6/F to 11/F, each with Bal and UP	6	44	264
Flats H on 6/F to 11/F, each with Bal and UP	6	44	264
Flats A on 12/F to 19/F, each with Bal and UP	6	59	354
Flats B on 12/F to 19/F, each with Bal and UP	6	48	288
Flats C on 12/F to 19/F, each with Bal and UP	6	49	294
Flats D on 12/F to 19/F, each with Bal and UP	6	59	354
Flats E on 12/F to 19/F, each with Bal and UP	6	44	264
Flats F on 12/F to 19/F, each with Bal and UP	6	44	264
Flats G on 12/F to 19/F, each with Bal and UP	6	44	264
Flats H on 12/F to 19/F, each with Bal and UP	6	44	264
Flats A on 20/F to 25/F, each with Bal and UP	5	59	295
Flats B on 20/F to 25/F, each with Bal and UP	5	48	240
Flats C on 20/F to 25/F, each with Bal and UP	5	49	245
Flats D on 20/F to 25/F, each with Bal and UP	5	59	295
Flats E on 20/F to 25/F, each with Bal and UP	5	44	220
Flats F on 20/F to 25/F, each with Bal and UP	5	43	215
Flats G on 20/F to 25/F, each with Bal and UP	5	43	215
Flats H on 20/F to 25/F, each with Bal and UP	5	44	220
Flats A on 26/F to 35/F, each with Bal and UP	9	59	531
Flats B on 26/F to 35/F, each with Bal and UP	9	48	432
Flats C on 26/F to 35/F, each with Bal and UP	9	49	441
Flats D on 26/F to 35/F, each with Bal and UP	9	59	531
Flats E on 26/F to 35/F, each with Bal and UP	9	44	396
Flats F on 26/F to 35/F, each with Bal and UP	9	43	387
Flats G on 26/F to 35/F, each with Bal and UP	9	43	387
Flats H on 26/F to 35/F, each with Bal and UP	9	44	396

Flat A on 36/F with Bal, Private Flat Roof and Roof	1	98	98
Flat B on 36/F with Bal, Private Flat Roof and Roof	1	98	98
Flat C on 36/F with Bal and UP	1	44	44
Flat D on 36/F with Bal and UP	1	43	43
Flat E on 36/F with Bal and UP	1	43	43
Flat F on 36/F with Bal and UP	1	44	44

**Sub-Sub-total :** 11,238

**Sub-Total of [(A) +(B) +(C) + (D)] :** **36,214**

**(2) Commercial Development** **11,855**

<b>(3) <u>Car Park</u></b>	<b>No. of Spaces</b>	<b>No. of Undivided Shares per Space</b>	<b>Total No. of Undivided Shares</b>
Residential Parking Spaces Nos.R2001 to R2120 and R2122 to R2124 on 2/F	123	6	738
Residential Motorcycle Parking Spaces Nos.RM01 to RM13 on 2/F	13	1	13
Commercial Parking Spaces Nos.C101 to C124 on 1/F and Nos.C201 to C224 and C226 to C235 on 2/F	58	6	348
Commercial Motorcycle Parking Spaces Nos.CM01 to CM06 on 2/F	6	1	6
			<b>Sub-total :</b> <b>1,105</b>

**(4) Common Areas and Facilities** **826**

**Grand-total of (1)+(2)+(3)+(4) :** **50,000**

- Notes :
- (1) BW = Bay Window
  - (2) Bal = Balcony
  - (3) UP = Utility Platform
  - (4) In the numbering of floors, the 4/F, 13/F, 14/F, 24/F, 34/F are omitted.

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 (which for the avoidance of doubt includes the Commercial Development) (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 escape to and through Common Areas

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

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

The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his Unit through the sewers, drains, watercourses, cables, pipes and wires (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 upon prior reasonable notice (except in the case of emergency) to enter upon other parts of the Lot and the Estate for the purpose of carrying out any works for the maintenance and repair of his Unit (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby; and

(f) Right to easements etc.

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

2. In addition to the above easements, rights and privileges, the Owner of each Residential Unit shall have the full right and liberty (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 Common Areas and Facilities for the purposes for which they are designed Provided That in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services of the Residential Development and Provided Further That the Owner of each Residential Unit shall pay the prescribed fees (if any) for the use of the clubhouse facilities.
3. 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 Sub-Deed (if any), the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Car Park Common Areas and Facilities for the 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 Car Park.
4. In addition to the above easements, rights and privileges the users of the Visitors Car Parking Spaces, Residential Loading and Unloading Spaces, Commercial Loading and Unloading Spaces, the two accessible parking spaces No.R2121 and No.C225 on the Second Floor of the Estate and the refuse collection vehicle space on the Ground Floor of the Estate shall have the full right and liberty (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any), the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the users of the said spaces (in common with all persons having the like right) to go pass or repass over and along such portions of the ramps and driveways of the Car Park which form part of the Car Park Common Areas for the purpose of access to and from the Visitors Car Parking Spaces, Residential Loading and Unloading Spaces, Commercial Loading and Unloading Spaces, the two accessible parking spaces No.R2121 and No.C225 on the Second Floor of the Estate and the refuse collection vehicle space on the Ground Floor of the Estate Provided That in exercising such right of use no person shall unreasonably interfere with the general facilities, amenities, equipment or services of the Car Park.
5. In addition to the above easements, rights and privileges, the users of the Commercial Loading and Unloading Spaces Nos.CL301, CL302, CL303, CL304, CL305 and CL306 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 such portion of the Residential Common Areas on the Third Floor of the Estate as the Manager may reasonably designate from time to time for the purpose of access to and from the Commercial Loading and Unloading Spaces Nos.CL301, CL302, CL303, CL304, CL305 and CL306 Provided That in exercising such right of use no person shall unreasonably interfere with the general facilities, amenities, equipment or services of the Residential Development.

6. 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 written notice (except in the case of emergency) with or without workmen to enter into and upon his Unit for the purposes as provided under this Deed;

(c) Right of use of the 24-Hour Pedestrian Walkway

The 24-Hour Pedestrian Walkway will be kept open for the use by all members of the public 24 hours a day to pass and repass on foot or by wheelchairs for all lawful purposes free of charge and without any interruption.

(d) Other Rights

Easements, rights and privileges equivalent to those set forth in sub-clauses 1(b), (c), (d) and (e) 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 affect the structural safety and stability of any part or parts of the Estate or 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 or interfere with or affect the rights of 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 the construction of any part of the Lot or the Estate by the First Owner by virtue of such reserved rights at any time in the course of construction and/or the management and the maintenance of the Lot and the Estate.
4. No Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the other Owners, and Occupiers for the time being of the Lot and the Estate and/or any neighbouring premises.
5. No Owner shall use or permit or suffer his Unit to be used except in accordance with the Government Grant, this Deed, any Sub-Deed and any Ordinances and Regulations from time to time applicable thereto.
6. Subject to the rights of the First Owner under this Deed, no part of the Common Areas and Facilities shall be obstructed save with the licence of the Manager (who shall not grant the licence should the obstruction be in contravention of any Ordinances or Regulations of Hong Kong or of this Deed or of any Sub-Deed) nor shall any refuse or other matter or thing be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or Occupiers of any other part of the Lot and the Estate.
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 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 (if required) the Director of Lands in accordance with the Government Grant.
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 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 Units, (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, (iii) dogs, cats, pets, fowls, birds and other animals may be kept in any part of the Commercial Development operating as a pet shop or veterinary clinic, (iv) there may be kept such livestock, live poultry or animals in such reasonable quantities and of such types as are appropriate in relation to the business of any restaurant operating in the Commercial Development.

18. Any damage to or discolouration to decorations in the Common Areas and Facilities by children shall be paid for by the Owner or Occupier of the Residential Unit in which the child or children concerned reside.
19. Not to use water closets and other water apparatus in the Estate for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for or made good by the Owner or Occupier at his own expense in whose Unit it shall have been caused.
20. Not to allow bicycles, baby carriages or similar vehicles in the lifts unless the greatest care against damage to the lifts is exercised and the same shall not be allowed to obstruct any Common Areas and Facilities and not to use the lifts of the Residential Development for carrying and transporting any goods or articles whatsoever which in the opinion of the Manager adversely affect the normal functioning of the lifts.
21. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or energy that might produce smoke except with the prior written consent of the Manager, but in any event no Owner shall install the aforesaid furnace, boiler, plant or equipment or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of any Government authority be excessive or unnecessary or 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. If any extension of the sprinkler heads and/or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner (other than the Owner of the Commercial Development who shall have the right to make such extension or alteration as it deems fit to the sprinkler heads and/or smoke detectors and/or fire fighting equipment serving solely the Commercial Development) then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall think fit.
23. No Owner of Residential Unit without the prior written consent of the Manager first having been obtained shall lock the doors or entrances of any flat roofs or roofs of his Residential Unit having access to any part of the Common Areas and Facilities

which shall at all times remain open and unobstructed. In case the access is being obstructed the Manager shall have the power to restore the access to such condition so as to comply with the regulations of the Fire Services Department or other relevant Government regulations at the expense of the Owner in default.

24. No Owner 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 or approval of the competent Government authority or authorities (if required) erect or build or suffer to be erected or built on or upon the flat roofs or roofs forming part of a Residential Unit any walls, windows, gates, doors, curtains, external awnings, canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said flat roofs or roofs will be enclosed or partitioned either in whole or in part.
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 plumbings 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. In particular, no Owner shall discharge or permit or suffer to be discharged into any public sewer, storm water drain, channel

or streamcourse any trade effluent or foul or contaminated water or cooling water without the prior written consent of the Director of Lands or other competent Government authorities.

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.
31. No Owner except the Owner having the exclusive right to occupy the flat roof or roof of a Residential Unit shall have the right to use the flat roof or roof thereof (except that the other Owners may use such flat roofs or roofs only for escape in the event of fire or emergency). The Owner of the flat roofs or roofs shall ensure that the escape to and through the flat roofs or roofs shall not be in any way impeded or obstructed. No Owner shall without the prior written consent or approval 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) without the previous written approval of the Manager and of the Director of Lands (if required under the Government Grant). Any such approval may be given subject to such conditions (if any) as the Manager and the Director of Lands may specify and shall be subject to revocation on reasonable notice.
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 only be used and enjoyed for recreational purposes by the residents of the Residential Units and their bona fide guests and visitors and subject to the provisions of this Deed, any Sub-Deed, the Estate Rules and such rules as may from time to time be laid down by the Manager.

37. Every Owner and the Manager shall observe and comply with the terms and conditions of the Government Grant and this Deed so long as they remain 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 prior approval by a resolution of Owners at an Owners' meeting convened under this Deed and all payments received from such approval shall be credited to the Special Funds. No 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. Car Parking Spaces shall not be used or suffered to be used for any purpose other than those purpose permitted under the Government Grant.
40. Motorcycle Parking Spaces shall not be used or suffered to be used for any purpose other than those purpose permitted under the Government Grant.
41. The Owners of those Residential Units consisting of any balconies, utility platforms, flat roofs or specified portions of roofs shall be responsible for the maintenance, repair and replacement (if so required) of the glass balustrades or railings (as the case may be) of the balconies, utility platforms, flat roofs or specified portions of roofs of their respective Units in accordance with the standards and requirements laid down by the Manager.
42.
  - (a) The Covered Footbridge shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
  - (b) No Owner shall use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director of Lands.
  - (c) No Owner shall do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
  - (d) Every Owner shall at all times during the day or night throughout the period during which the Covered Footbridge is in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge.
43. The Owner of the Commercial Development shall keep the 24-Hour Pedestrian Walkway open for the use by all members of the public in accordance with Special Condition No.(17) of the Government Grant.

THE FOURTH SCHEDULE ABOVE REFERRED TO

APPORTIONMENT OF ESTATE  
MANAGEMENT BUDGET EXPENDITURE

<u>Component of the Estate</u>	<u>Proportion of expenditure</u>
Residential Development	36,214/49,174th
Commercial Development	11,855/49,174th
Car Park	1,105/49,174th
	<hr/>
	49,174/49,174th
	<hr/> <hr/>

THE FIFTH SCHEDULE ABOVE REFERRED TO

ALLOCATION OF MANAGEMENT SHARES

<b>(1) <u>Residential Development</u></b>	<b><u>No. of Units</u></b>	<b><u>No. of Management Shares per Unit</u></b>	<b><u>Total No. of Management Shares</u></b>
<b>(A) Tower 1</b>			
Flat A on 3/F with Bal, UP and Private Garden	1	131	131
Flat A on 5/F with Bal, UP and Private Flat Roof	1	73	73
Flat B on 5/F with Private Flat Roof	1	38	38
Flat C on 5/F with UP and Private Flat Roof	1	61	61
Flat D on 5/F with UP and Private Flat Roof	1	44	44
Flat E on 5/F with Private Flat Roof	1	24	24
Flats A on 6/F to 11/F, each with Bal and UP	6	73	438
Flats B on 6/F to 11/F, each with Bal and UP	6	41	246
Flats C on 6/F to 11/F, each with Bal and UP	6	62	372
Flats D on 6/F to 11/F, each with Bal and UP	6	45	270
Flats E on 6/F to 11/F, each with Bal and UP	6	27	162
Flats A on 12/F to 19/F, each with Bal and UP	6	73	438
Flats B on 12/F to 19/F, each with Bal and UP	6	41	246
Flats C on 12/F to 19/F, each with Bal and UP	6	62	372
Flats D on 12/F to 19/F, each with Bal and UP	6	45	270
Flats E on 12/F to 19/F, each with Bal and UP	6	27	162
Flats A on 20/F to 35/F, each with Bal and UP	14	73	1,022
Flats B on 20/F to 35/F, each with Bal and UP	14	41	574
Flats C on 20/F to 35/F, each with Bal and UP	14	62	868
Flats D on 20/F to 35/F, each with Bal and UP	14	45	630
Flats E on 20/F to 35/F, each with Bal and UP	14	27	378
Flat A on 36/F with Bal, UP, Private Flat Roof and Roof	1	120	120
Flat B on 36/F with Bal, UP, Private Flat Roof and Roof	1	112	112
<b>Sub-Sub-total :</b>			<b>7,051</b>

**(B) Tower 2**

Flat A on 3/F with Bal, UP and Private Garden	1	41	41
Flat B on 3/F with Bal, UP and Private Garden	1	38	38
Flat C on 3/F with Bal, UP and Private Garden	1	111	111
Flat A on 5/F with Bal, UP and Private Flat Roof	1	62	62
Flat B on 5/F with Bal and UP	1	46	46
Flat C on 5/F with Bal and UP	1	46	46
Flat D on 5/F with Private Flat Roof	1	41	41
Flat E on 5/F with UP and Private Flat Roof	1	48	48
Flats A on 6/F to 11/F, each with Bal and UP	6	62	372
Flats B on 6/F to 11/F, each with Bal and UP	6	46	276
Flats C on 6/F to 11/F, each with Bal and UP	6	46	276
Flats D on 6/F to 11/F, each with Bal and UP	6	43	258
Flats E on 6/F to 11/F, each with Bal and UP	6	49	294
Flats A on 12/F to 19/F, each with Bal and UP	6	62	372
Flats B on 12/F to 19/F, each with Bal and UP	6	46	276
Flats C on 12/F to 19/F, each with Bal and UP	6	46	276
Flats D on 12/F to 19/F, each with Bal and UP	6	43	258
Flats E on 12/F to 19/F, each with Bal and UP	6	49	294
Flats A on 20/F to 35/F, each with Bal and UP	14	62	868
Flats B on 20/F to 35/F, each with Bal and UP	14	46	644
Flats C on 20/F to 35/F, each with Bal and UP	14	46	644
Flats D on 20/F to 35/F, each with Bal and UP	14	43	602
Flats E on 20/F to 35/F, each with Bal and UP	14	49	686
Flat A on 36/F with Bal, UP, Private Flat Roof and Roof	1	110	110
Flat B on 36/F with Bal and UP	1	61	61
Flat C on 36/F with Bal and UP	1	43	43

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**Sub-Sub-total : 7,043**

**(C) Tower 3**

Flat A on 3/F with Bal, UP and Private Garden	1	118	118
Flat B on 3/F with Bal, UP and Private Garden	1	80	80
Flat C on 3/F with Bal, UP and Private Garden	1	121	121
Flat A on 5/F with Bal, UP and Private Flat Roof	1	60	60
Flat B on 5/F with Bal and UP	1	49	49
Flat C on 5/F with Bal and UP	1	48	48
Flat D on 5/F with Bal, UP and Private Flat Roof	1	61	61
Flat E on 5/F with Bal, UP and Private Flat Roof	1	47	47
Flat F on 5/F with Bal, UP and Private Flat Roof	1	32	32
Flat G on 5/F with Bal, UP and Private Flat Roof	1	46	46
Flat H on 5/F with Bal, UP and Private Flat Roof	1	46	46
Flats A on 6/F to 11/F, each with Bal and UP	6	59	354
Flats B on 6/F to 11/F, each with Bal and UP	6	49	294
Flats C on 6/F to 11/F, each with Bal and UP	6	48	288
Flats D on 6/F to 11/F, each with Bal and UP	6	60	360
Flats E on 6/F to 11/F, each with Bal and UP	6	44	264
Flats F on 6/F to 11/F, each with Bal and UP	6	30	180
Flats G on 6/F to 11/F, each with Bal and UP	6	44	264
Flats H on 6/F to 11/F, each with Bal and UP	6	44	264
Flats A on 12/F to 19/F, each with Bal and UP	6	59	354
Flats B on 12/F to 19/F, each with Bal and UP	6	49	294
Flats C on 12/F to 19/F, each with Bal and UP	6	48	288
Flats D on 12/F to 19/F, each with Bal and UP	6	60	360
Flats E on 12/F to 19/F, each with Bal and UP	6	44	264
Flats F on 12/F to 19/F, each with Bal and UP	6	30	180
Flats G on 12/F to 19/F, each with Bal and UP	6	44	264
Flats H on 12/F to 19/F, each with Bal and UP	6	44	264
Flats A on 20/F to 25/F, each with Bal and UP	5	59	295
Flats B on 20/F to 25/F, each with Bal and UP	5	49	245
Flats C on 20/F to 25/F, each with Bal and UP	5	48	240
Flats D on 20/F to 25/F, each with Bal and UP	5	59	295
Flats E on 20/F to 25/F, each with Bal and UP	5	44	220
Flats F on 20/F to 25/F, each with Bal and UP	5	30	150
Flats G on 20/F to 25/F, each with Bal and UP	5	44	220
Flats H on 20/F to 25/F, each with Bal and UP	5	44	220
Flats A on 26/F to 35/F, each with Bal and UP	9	59	531
Flats B on 26/F to 35/F, each with Bal and UP	9	49	441
Flats C on 26/F to 35/F, each with Bal and UP	9	48	432
Flats D on 26/F to 35/F, each with Bal and UP	9	59	531
Flats E on 26/F to 35/F, each with Bal and UP	9	44	396
Flats F on 26/F to 35/F, each with Bal and UP	9	30	270
Flats G on 26/F to 35/F, each with Bal and UP	9	44	396
Flats H on 26/F to 35/F, each with Bal and UP	9	44	396
Flat A on 36/F with Bal, Private Flat Roof and Roof	1	97	97
Flat B on 36/F with Bal, Private Flat Roof and Roof	1	97	97
Flat C on 36/F with Bal and UP	1	44	44
Flat D on 36/F with Bal and UP	1	78	78
Flat E on 36/F with Bal and UP	1	44	44

**Sub-Sub-total : 10,882**

**(D) Tower 5**

Flat A on 3/F with Bal, UP and Private Garden	1	123	123
Flat B on 3/F with Bal, UP and Private Garden	1	79	79
Flat C on 3/F with Bal and Private Garden	1	120	120
Flat A on 5/F with Bal, UP and Private Flat Roof	1	61	61
Flat B on 5/F with Bal and UP	1	48	48
Flat C on 5/F with Bal and UP	1	49	49
Flat D on 5/F with Bal, UP and Private Flat Roof	1	60	60
Flat E on 5/F with Bal, UP and Private Flat Roof	1	46	46
Flat F on 5/F with Bal, UP and Private Flat Roof	1	46	46
Flat G on 5/F with Bal, UP and Private Flat Roof	1	46	46
Flat H on 5/F with Bal, UP and Private Flat Roof	1	46	46
Flats A on 6/F to 11/F, each with Bal and UP	6	60	360
Flats B on 6/F to 11/F, each with Bal and UP	6	48	288
Flats C on 6/F to 11/F, each with Bal and UP	6	49	294
Flats D on 6/F to 11/F, each with Bal and UP	6	59	354
Flats E on 6/F to 11/F, each with Bal and UP	6	44	264
Flats F on 6/F to 11/F, each with Bal and UP	6	44	264
Flats G on 6/F to 11/F, each with Bal and UP	6	44	264
Flats H on 6/F to 11/F, each with Bal and UP	6	44	264
Flats A on 12/F to 19/F, each with Bal and UP	6	59	354
Flats B on 12/F to 19/F, each with Bal and UP	6	48	288
Flats C on 12/F to 19/F, each with Bal and UP	6	49	294
Flats D on 12/F to 19/F, each with Bal and UP	6	59	354
Flats E on 12/F to 19/F, each with Bal and UP	6	44	264
Flats F on 12/F to 19/F, each with Bal and UP	6	44	264
Flats G on 12/F to 19/F, each with Bal and UP	6	44	264
Flats H on 12/F to 19/F, each with Bal and UP	6	44	264
Flats A on 20/F to 25/F, each with Bal and UP	5	59	295
Flats B on 20/F to 25/F, each with Bal and UP	5	48	240
Flats C on 20/F to 25/F, each with Bal and UP	5	49	245
Flats D on 20/F to 25/F, each with Bal and UP	5	59	295
Flats E on 20/F to 25/F, each with Bal and UP	5	44	220
Flats F on 20/F to 25/F, each with Bal and UP	5	43	215
Flats G on 20/F to 25/F, each with Bal and UP	5	43	215
Flats H on 20/F to 25/F, each with Bal and UP	5	44	220
Flats A on 26/F to 35/F, each with Bal and UP	9	59	531
Flats B on 26/F to 35/F, each with Bal and UP	9	48	432
Flats C on 26/F to 35/F, each with Bal and UP	9	49	441
Flats D on 26/F to 35/F, each with Bal and UP	9	59	531
Flats E on 26/F to 35/F, each with Bal and UP	9	44	396
Flats F on 26/F to 35/F, each with Bal and UP	9	43	387
Flats G on 26/F to 35/F, each with Bal and UP	9	43	387
Flats H on 26/F to 35/F, each with Bal and UP	9	44	396

Flat A on 36/F with Bal, Private Flat Roof and Roof	1	98	98
Flat B on 36/F with Bal, Private Flat Roof and Roof	1	98	98
Flat C on 36/F with Bal and UP	1	44	44
Flat D on 36/F with Bal and UP	1	43	43
Flat E on 36/F with Bal and UP	1	43	43
Flat F on 36/F with Bal and UP	1	44	44

**Sub-Sub-total :** 11,238

**Sub-Total of [(A) +(B) +(C) + (D)] :** **36,214**

**(2) Commercial Development** **11,855**

<b>(3) <u>Car Park</u></b>	<u>No. of Spaces</u>	<u>No. of Management Shares per Space</u>	<u>Total No. of Management Shares</u>
Residential Parking Spaces Nos.R2001 to R2120 and R2122 to R2124 on 2/F	123	6	738
Residential Motorcycle Parking Spaces Nos.RM01 to RM13 on 2/F	13	1	13
Commercial Parking Spaces Nos.C101 to C124 on 1/F and Nos.C201 to C224 and C226 to C235 on 2/F	58	6	348
Commercial Motorcycle Parking Spaces Nos.CM01 to CM06 on 2/F	6	1	6

**Sub-total :** 1,105

**Grand-total of (1)+(2)+(3) :** 49,174


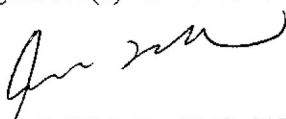
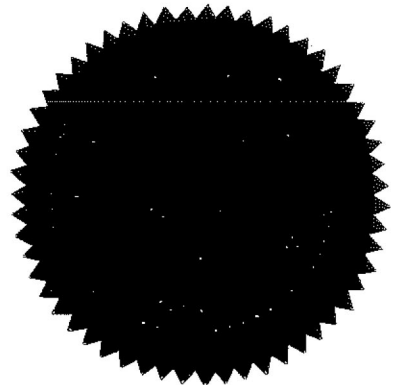
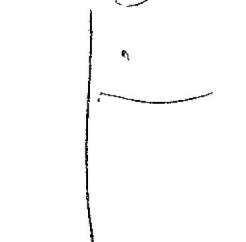
- Notes :
- (1) BW = Bay Window
  - (2) Bal = Balcony
  - (3) UP = Utility Platform
  - (4) In the numbering of floors, the 4/F, 13/F, 14/F, 24/F, 34/F are omitted.

### THE SIXTH SCHEDULE ABOVE REFERRED TO

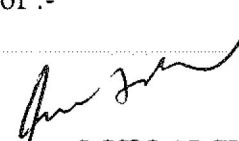
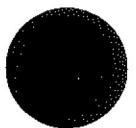
Items of the Works and Installations in the Estate which will require regular maintenance on a recurrent basis are as follows :

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) plumbing system;
- (v) drainage system;
- (vi) fire services installations and equipment;
- (vii) electrical wiring system;
- (viii) lift installations;
- (ix) gas supply system;
- (x) window installations;
- (xi) central air-conditioning and ventilation system (if any);
- (xii) swimming pool and filtration plant system;
- (xiii) the slope structures (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 authorised person(s) \_\_\_\_\_ )  
whose signature(s) is/are verified by :- )

  
  
**LOK LAI CHU, ANITA**  
Solicitor, Hong Kong SAR  
WOO, KWAN, LEE & LO

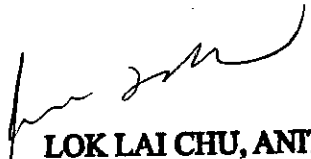
SIGNED SEALED and DELIVERED )  
by the First Assignee (who having been )  
previously identified by identification )  
document(s) as specified above) in the )  
presence of :- )

  
**LOK LAI CHU, ANITA**  
Solicitor, Hong Kong SAR  
WOO, KWAN, LEE & LO


INTERPRETED to the First Assignee by :-

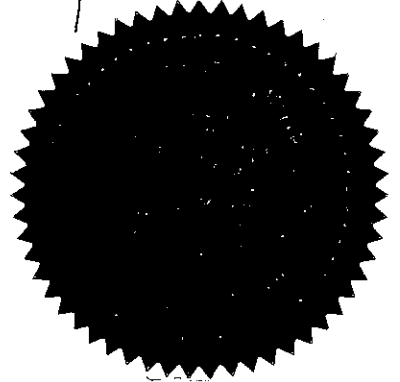
  
**NG CHAU ME**  
Clerk to Messrs. Woo, Kwan, Lee & Lo  
Solicitors &c., Hong Kong.

SEALED with the Common Seal of the  
Manager in the presence of and SIGNED  
by Fung Lee Woon King and  
Lee King Yue, its Directors  
whose signature(s) is/are verified by :-

  
**LOK LAI CHU, ANITA**  
Solicitor, Hong Kong SAR  
**WOO, KWAN, LEE & LO**

)  
)  
) For and on behalf of  
) **HANG YICK PROPERTIES MANAGEMENT LIMITED**  
) 恒益物業管理有限公司  
)  
)  
)  
)  
)  
)

  
.....  
Director



DATED the 11th day of November 2014

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WORLD LIGHT LIMITED

AND

CHAN SIU YUNG ,

AND

HANG YICK PROPERTIES MANAGEMENT LIMITED

---

DEED OF MUTUAL COVENANT incorporating  
MANAGEMENT AGREEMENT

in respect of

FANLING SHEUNG SHUI TOWN LOT NO.177

---



註冊摘要編號 Memorial No.:  
**14112700760041**

本文書於2014年11月27日在土地註冊處  
以上述註冊摘要編號註冊。

This instrument was registered in the  
Land Registry by the above Memorial  
No. on 27 November 2014.

  
土地註冊處處長  
Land Registrar

I hereby certify that this is  
a true and complete copy of  
the original.  
Dated the - 4 FEB 2015

  
CHAN SAU CHING IVY  
Solicitor, Hong Kong SAR  
Woo, Kwan, Lee & Lo

WOO, KWAN, LEE & LO,  
25<sup>th</sup> Floor, Jardine House,  
Central, Hong Kong SAR

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# LEGEND

- I CAR PARK COMMON AREAS
- G RESIDENTIAL COMMON AREAS
- Y ESTATE COMMON AREAS
- R COMMERCIAL DEVELOPMENT
- R 24-HOUR PEDESTRIAN WALKWAY  
(FORMING PART OF COMMERCIAL DEVELOPMENT)

FSSTL 126

EXISTING 6M. WIDE LANE (GOVERNMENT LAND)



GROUND FLOOR PLAN



註冊摘要編號 M/N: 14112700760041 A3C

I HEREBY CERTIFY THE COMMON AREAS AS SHOWN IN THE PLAN ARE CORRECT AND ACCURATE

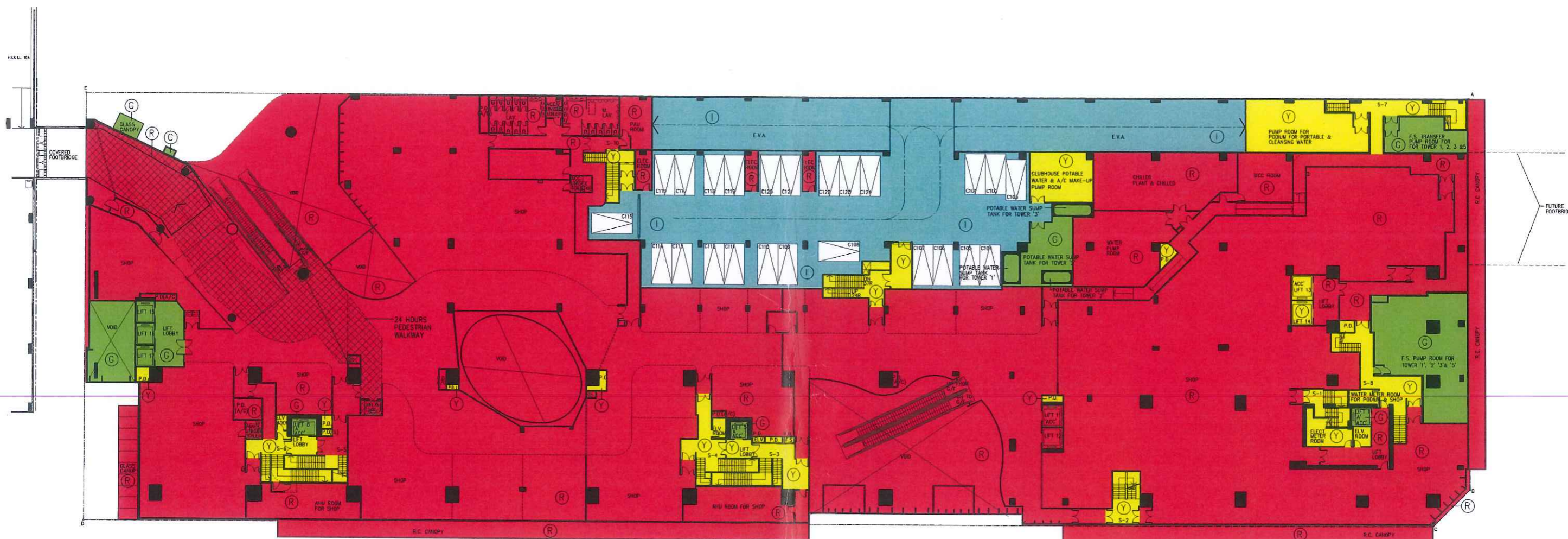
LEE KAR-YAN DOUGLAS  
AUTHORIZED PERSON

andrew lee king fun & associates architects ltd.  
11/F, Universal Trade Centre, 3-24 Adair Road, G.  
Tel: (852) 2522 0088 Fax: (852) 2522 0077

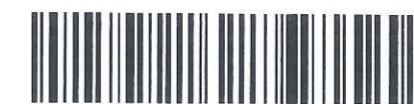
LOT NO. F.S.S.T.L. 177, SHA TAU KOK ROAD—LUNG YEUK TAU, FANLING, N.T.	
GROUND FLOOR PLAN	
DRAWN	JOB NO. A-1029
CHECKED	DWG. NO.
SCALE	DMC-01
DATE	2014/11/05

# LEGEND

- (I) CAR PARK COMMON AREAS
- (G) RESIDENTIAL COMMON AREAS
- (Y) ESTATE COMMON AREAS
- (R) COMMERCIAL DEVELOPMENT
- (R) 24-HOUR PEDESTRIAN WALKWAY (FORMING PART OF COMMERCIAL DEVELOPMENT)



FIRST FLOOR PLAN



註冊摘要編號 M/N: 14112700760041 A3C

I HEREBY CERTIFY THE COMMON AREAS AS SHOWN IN THE PLAN ARE CORRECT AND ACCURATE

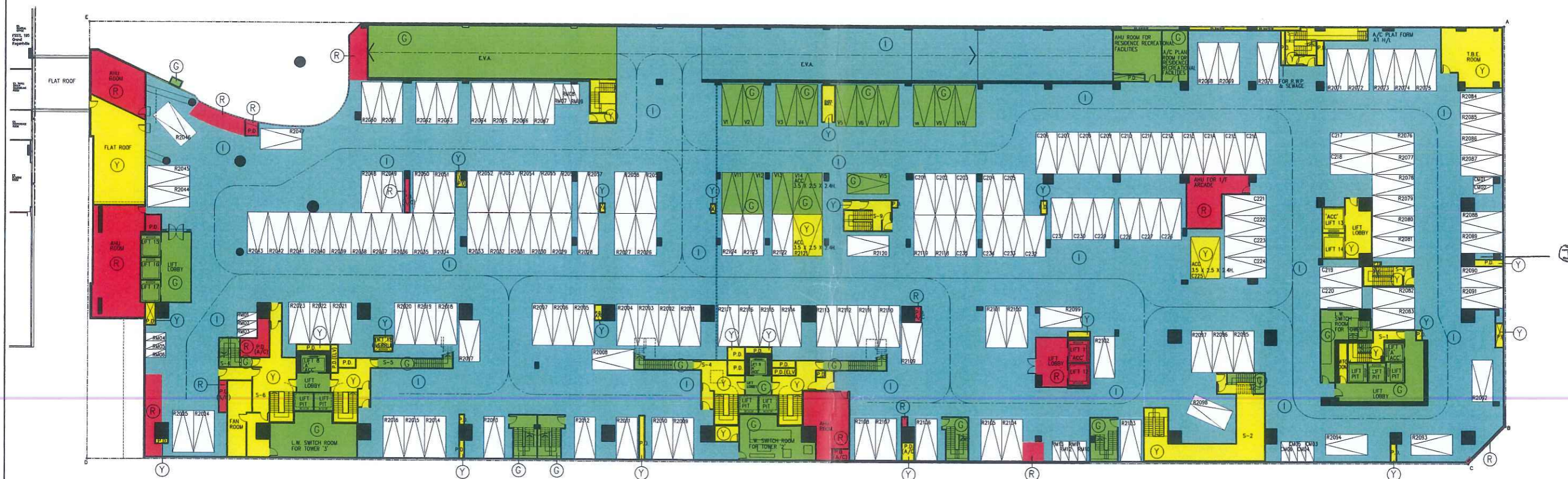
LEE KAR-YAN DOUGLAS  
AUTHORIZED PERSON

andrew lee king fun & associates architects ltd.  
18/F, Universal Trade Centre, 30-32A Adenau Road, G, HONG KONG TEL: 28222828 2008 Fax: (28222828) 2078

李景勳建築師有限公司

LOT NO. F.S.S.T.L. 177, SHA TAU KOK ROAD-LUNG YEUK TAU, FANLING, N.T.	
FIRST FLOOR PLAN	
DRAWN	JOB NO. A-1029
CHECKED	DWG. NO.
SCALE	DMC-02
DATE	2014/11/05

(I)	CAR PARK COMMON AREAS
(G)	RESIDENTIAL COMMON AREAS
(Y)	ESTATE COMMON AREAS
(R)	COMMERICAL DEVELOPMENT



andrew lee king fun  
& associates architects ltd.  
19/F., Universal Trade Centre, 3-04 Arboretum Road, C  
Hong Kong Tel: (852) 2553 0059 Fax: (852) 2556 5771



註冊摘要編號 M/N: 14112700760041 A3C

I HEREBY CERTIFY THE  
COMMON AREAS AS SHOWN IN  
THE PLAN ARE CORRECT AND  
ACCURATE

LEE KAR-YAN DOUGLAS  
AUTHORIZED PERSON

LOT NO. F.S.S.T.L. 177,  
SHA TAU KOK ROAD-LUNG YEUK TAU  
FANLING, N.T.

SECOND FLOOR PLAN

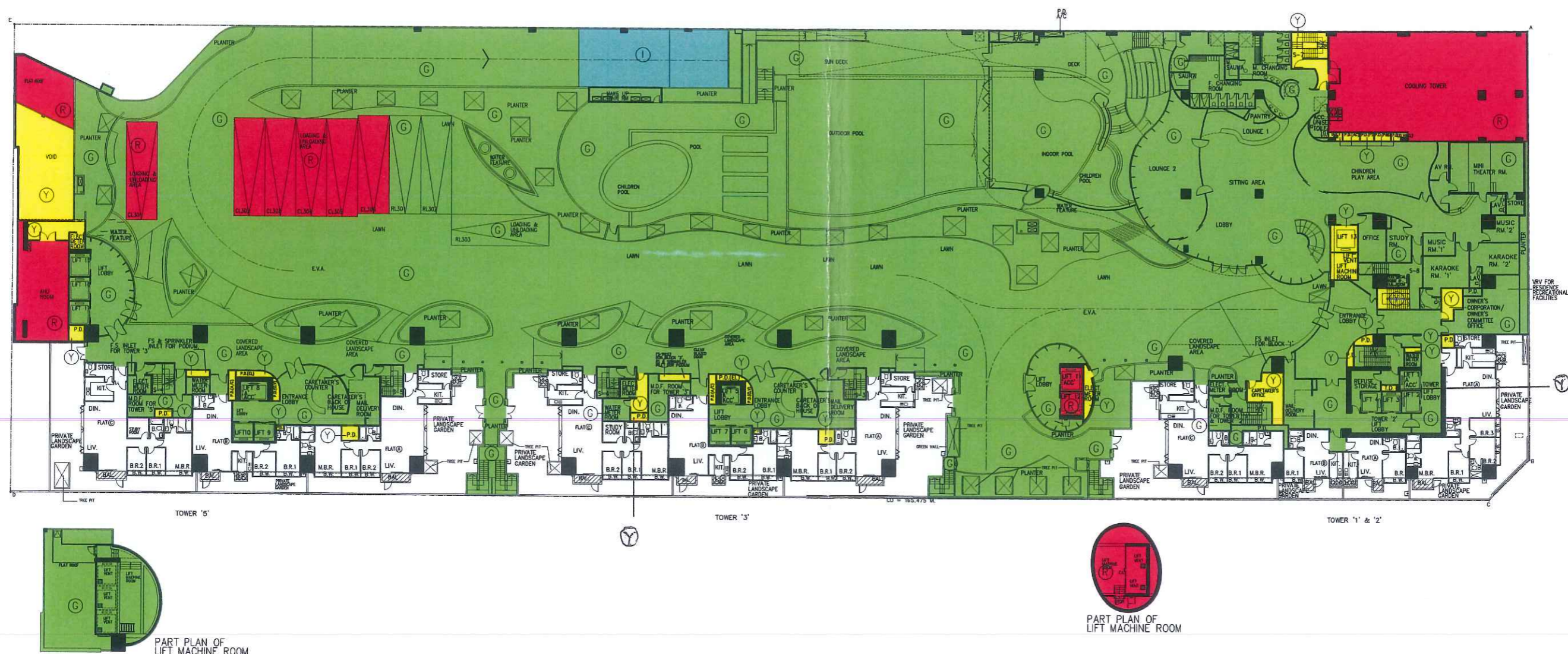
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CHECKED	DWG. NO.
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SCALE DMC-03

LEGEND

- ① CAR PARK COMMON AREAS
- ⑥ RESIDENTIAL COMMON AREAS
- ③ ESTATE COMMON AREAS
- ④ COMMERCIAL DEVELOPMENT
- BALCONIES
- UTILITY PLATFORMS



THIRD FLOOR PLAN



註冊摘要編號 M/N: 14112700760041 A3C

I HEREBY CERTIFY THE COMMON AREAS AS SHOWN IN THE PLAN ARE CORRECT AND ACCURATE

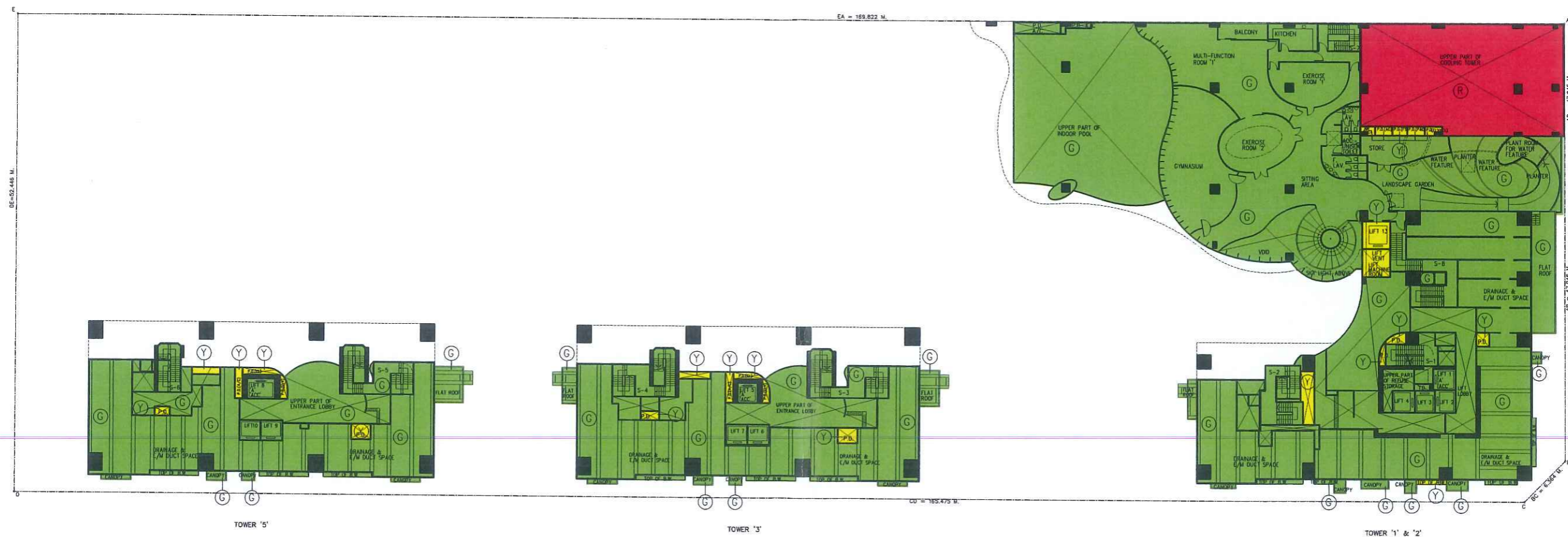
LEE KAR-YAN DOUGLAS  
AUTHORIZED PERSON

andrew lee king fun  
& associates architects ltd.  
香港安樂建築師有限公司

LOT NO. F.S.S.T.L. 177, SHA TAU KOK ROAD-LUNG YEUK TAU, FANLING, N.T.	
THIRD FLOOR PLAN	
DRAWN A-1029	JOB NO.
CHECKED	DWG. NO.
SCALE	DMC-04
DATE	2014/11/05

# LEGEND

- G RESIDENTIAL COMMON AREAS
- Y ESTATE COMMON AREAS
- R COMMERICAL DEVELOPMENT



PART PLAN FOR DRAINAGE & E/M DUCT SPACE AT LEVEL 30.040  
(BETWEEN THIRD FLOOR & FIFTH FLOOR)



註冊摘要編號 M/N: 14112700760041 A3C

I HEREBY CERTIFY THE  
COMMON AREAS AS SHOWN IN  
THE PLAN ARE CORRECT AND  
ACCURATE

LEE KAR-YAN DOUGLAS  
AUTHORIZED PERSON





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李漢庭  
建築師有限公司

LOT NO. F.S.S.T.L. 177, SHAU KOK ROAD-LUNG YUUK TAU, FANLING, N.T.	
PART PLAN FOR DRAINAGE & E/M DUCT SPACE AT LEVEL 30.040	
DRAWN	JOB NO. A-1029
CHECKED	DWG. NO.
SCALE	DMC-05
DATE	2014/11/05



# LEGEND

-  RESIDENTIAL COMMON AREAS
-  BALCONIES
-  UTILITY PLATFORMS
-  WIDER COMMON CORRIDORS AND LIFT LOBBIES



5TH FLOOR PLAN (TOWER '1' & '2')

註冊摘要編號 M/N: 14112700760041 A3C

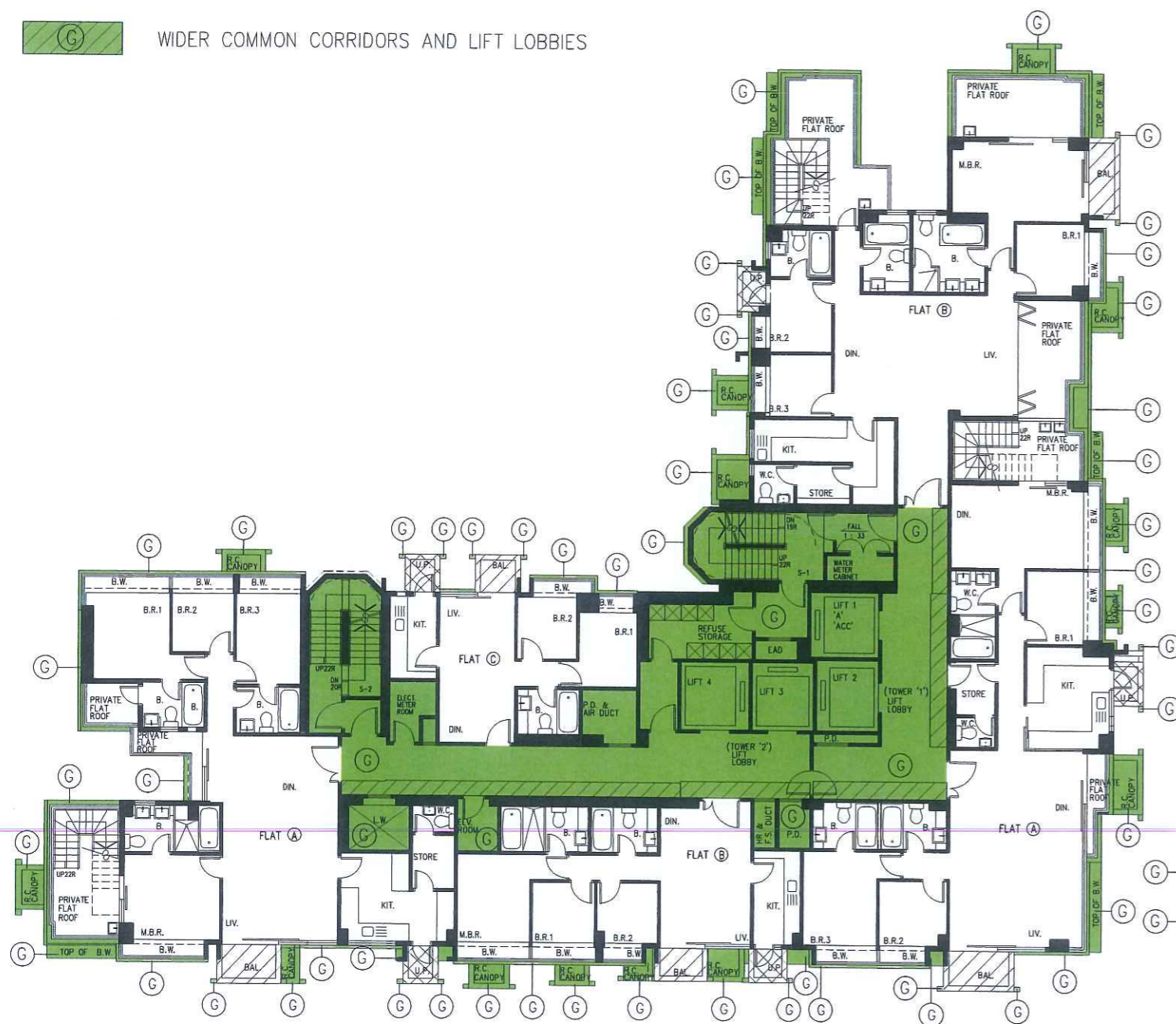
andrew lee king fun  
& associates architects ltd.  
李安鈞建築師有限公司

I HEREBY CERTIFY THE  
COMMON AREAS AS SHOWN IN  
THE PLAN ARE CORRECT AND  
ACCURATE  
LEE KAR-YAN DOUGLAS  
AUTHORIZED PERSON

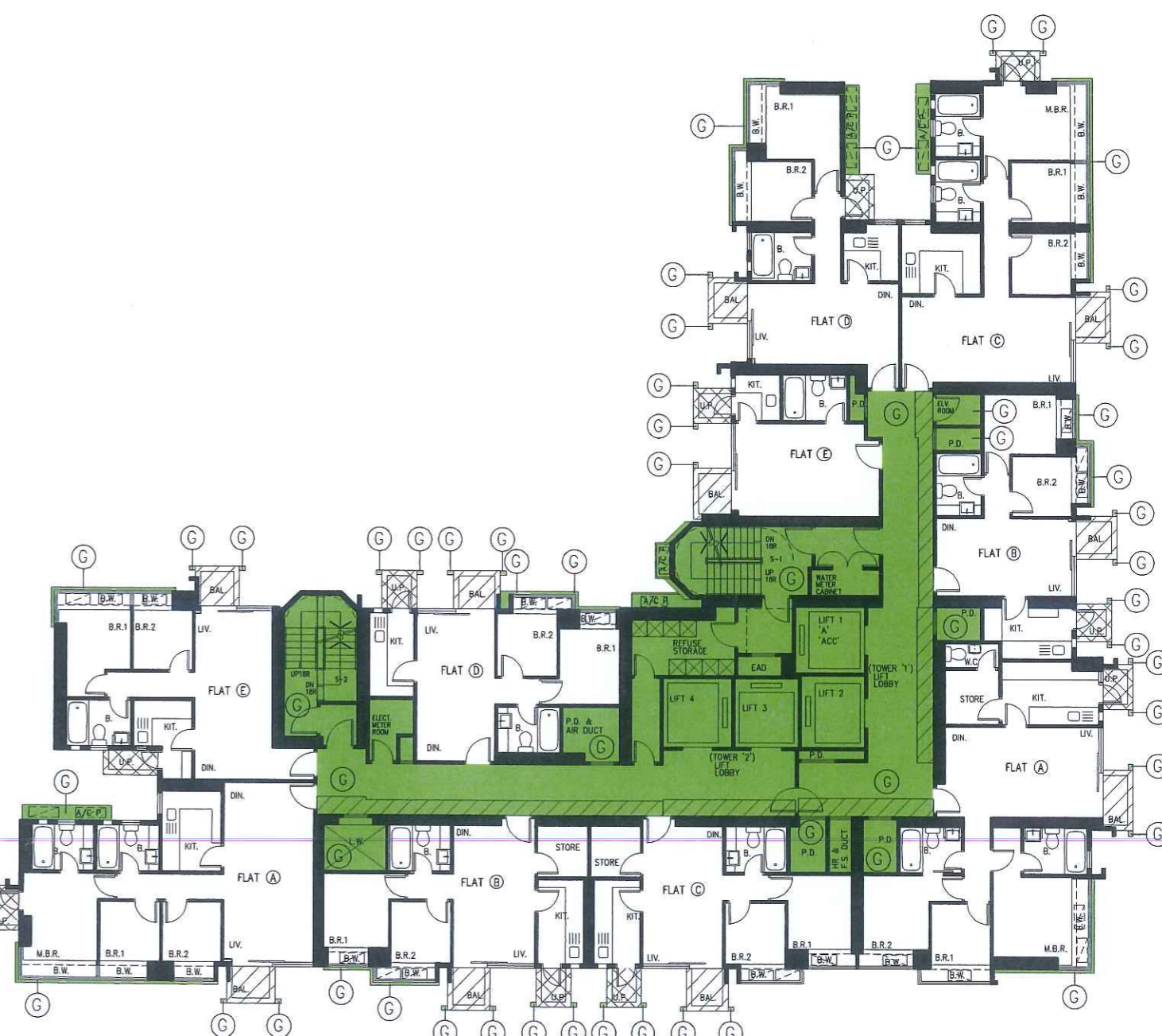
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5TH FLOOR PLAN (TOWER '1' & '2')	
DRAWN	JOB NO. A-1029
CHECKED	DWG. NO.
SCALE	DMC-07
DATE	2014/11/05

# LEGEND

-  RESIDENTIAL COMMON AREAS
-  BALCONIES
-  UTILITY PLATFORMS
-  WIDER COMMON CORRIDORS AND LIFT LOBBIES



36TH FLOOR PLAN (TOWER '1' & '2')



6TH - 35TH FLOOR PLAN (TOWER '1' & '2')  
(13TH, 14TH, 24TH & 34TH OMITTED)

andrew lee king fun  
& associates architects ltd.  
李映倫建築師有限公司





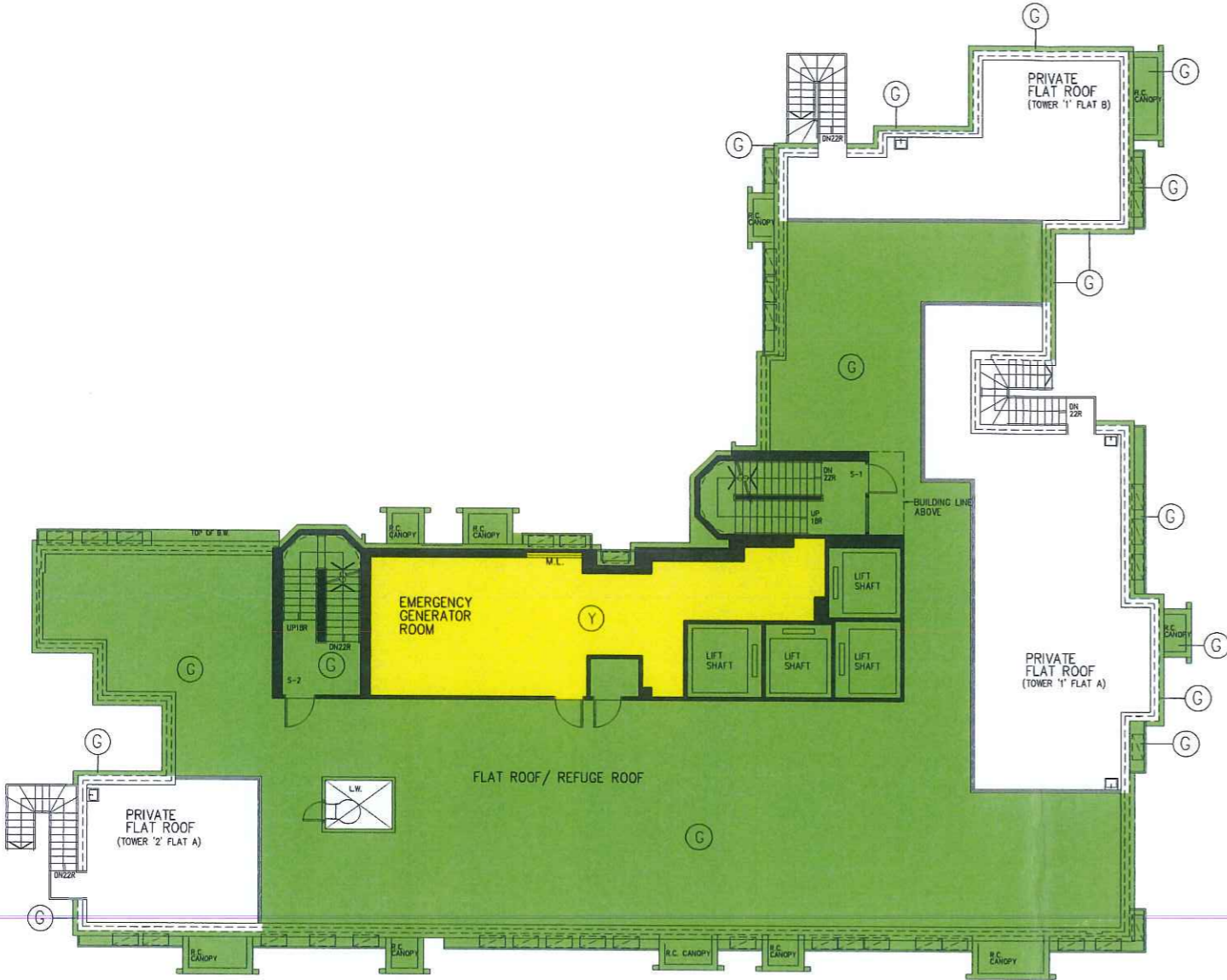
I HEREBY CERTIFY THE  
COMMON AREAS AS SHOWN IN  
THE PLAN ARE CORRECT AND  
ACCURATE

LEE KAR-YAN DOUGLAS  
AUTHORIZED PERSON

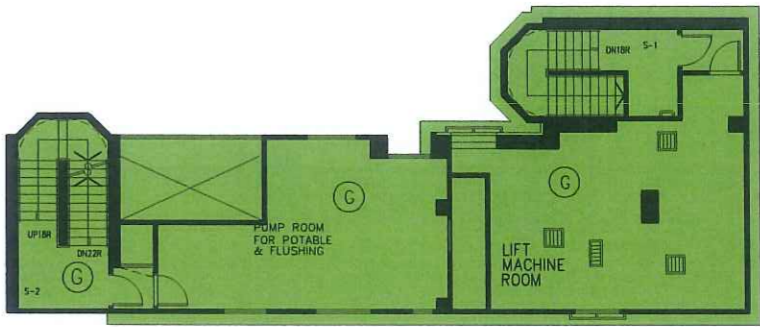
LOT NO. F.S.S.T.L. 177, SHA TAU KOK ROAD—LUNG YEUK TAU, FANLUNG, N.T.	
6TH - 36TH FLOOR PLAN (TOWER '1' & '2')	
DRAWN	JOB NO. A-1029
CHECKED	DWG. NO.
SCALE	DMC-08
DATE	2014/11/05

LEGEND

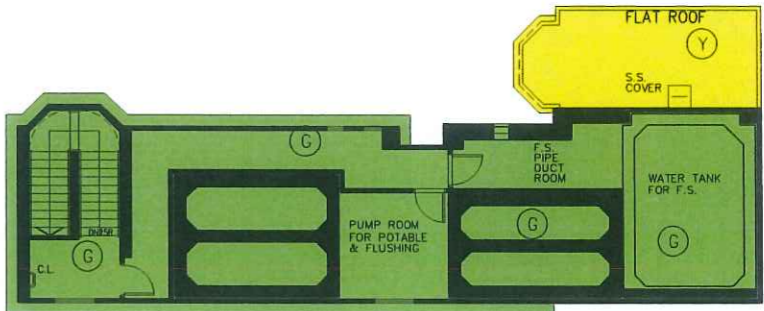
-  RESIDENTIAL COMMON AREAS
-  ESTATE COMMON AREAS



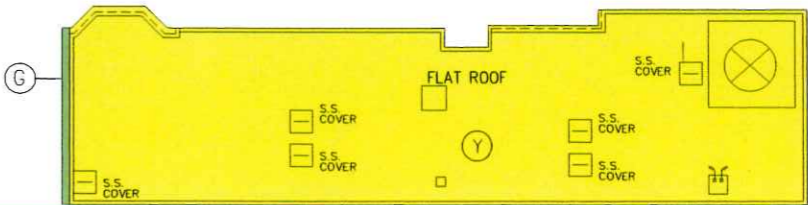
ROOF PLAN (TOWER '1' & '2')



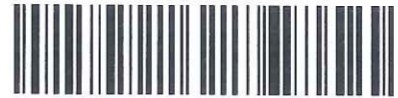
LIFT MACHINE ROOM PLAN



WATER TANK PLAN



TOP ROOF PLAN



註冊摘要編號 M/N: 14112700760041 A3C

I HEREBY CERTIFY THE  
COMMON AREAS AS SHOWN IN  
THE PLAN ARE CORRECT AND  
ACCURATE

LEE KAR YAN DOUGLAS  
AUTHORIZED PERSON

andrew lee king fun  
& associates architects ltd.

LOT NO. F.S.T.L. 177,  
SHA TAU KOK ROAD-LUNG YEUK TAU,  
FANLING, N.T.

ROOF-UPPER ROOF PLAN  
(TOWER '1' & '2')

DRAWN: JOB NO. A-1029

CHECKED: DWS. NO.

SCALE: DMC-09

DATE: 2014/11/05

LEGEND\*



RESIDENTIAL COMMON AREAS



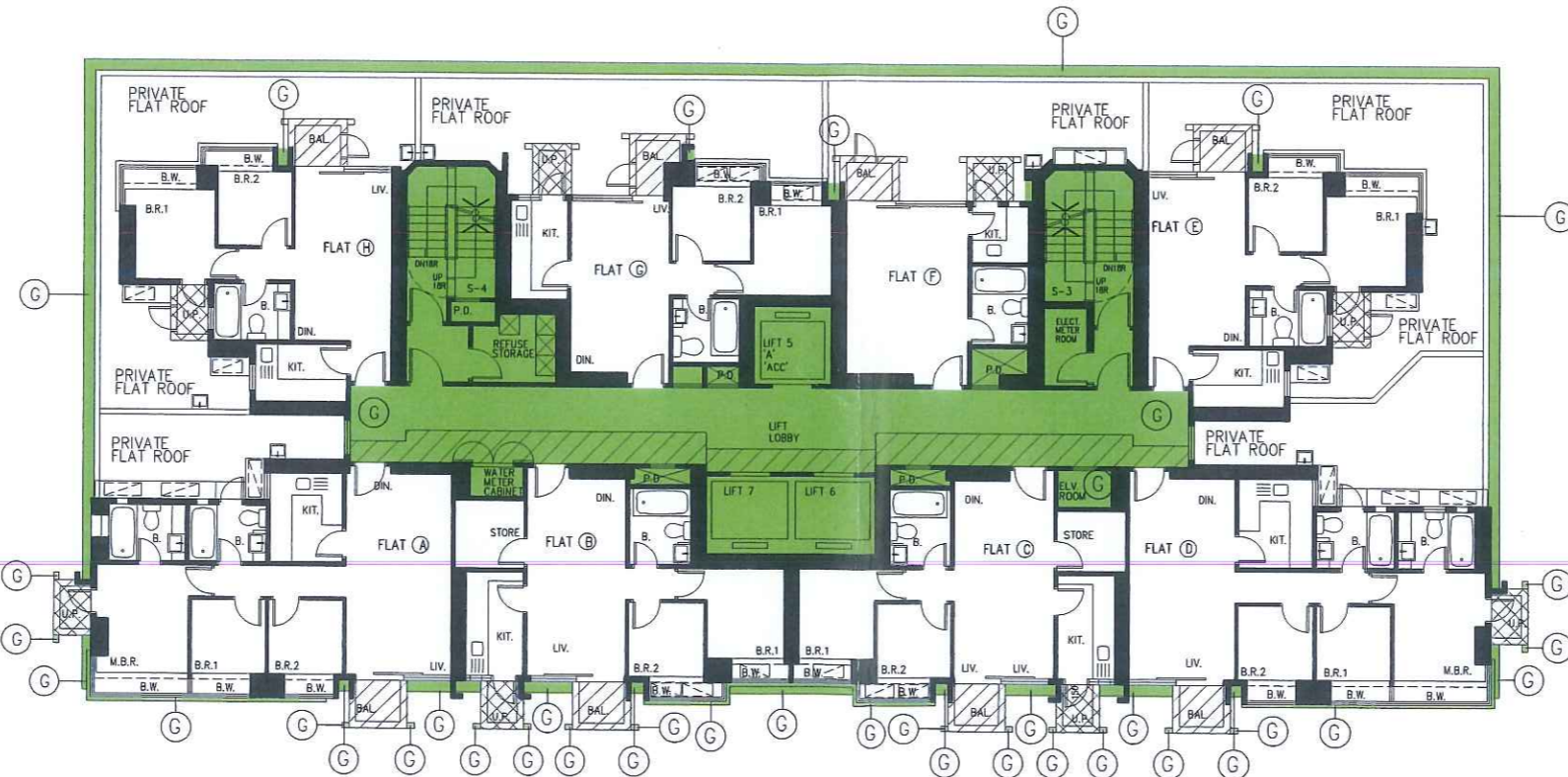
BALCONIES



UTILITY PLATFORMS



WIDER COMMON CORRIDORS AND LIFT LOBBIES



5TH FLOOR PLAN (TOWER '3')







註冊摘要編號 M/N: 14112700760041 A3C

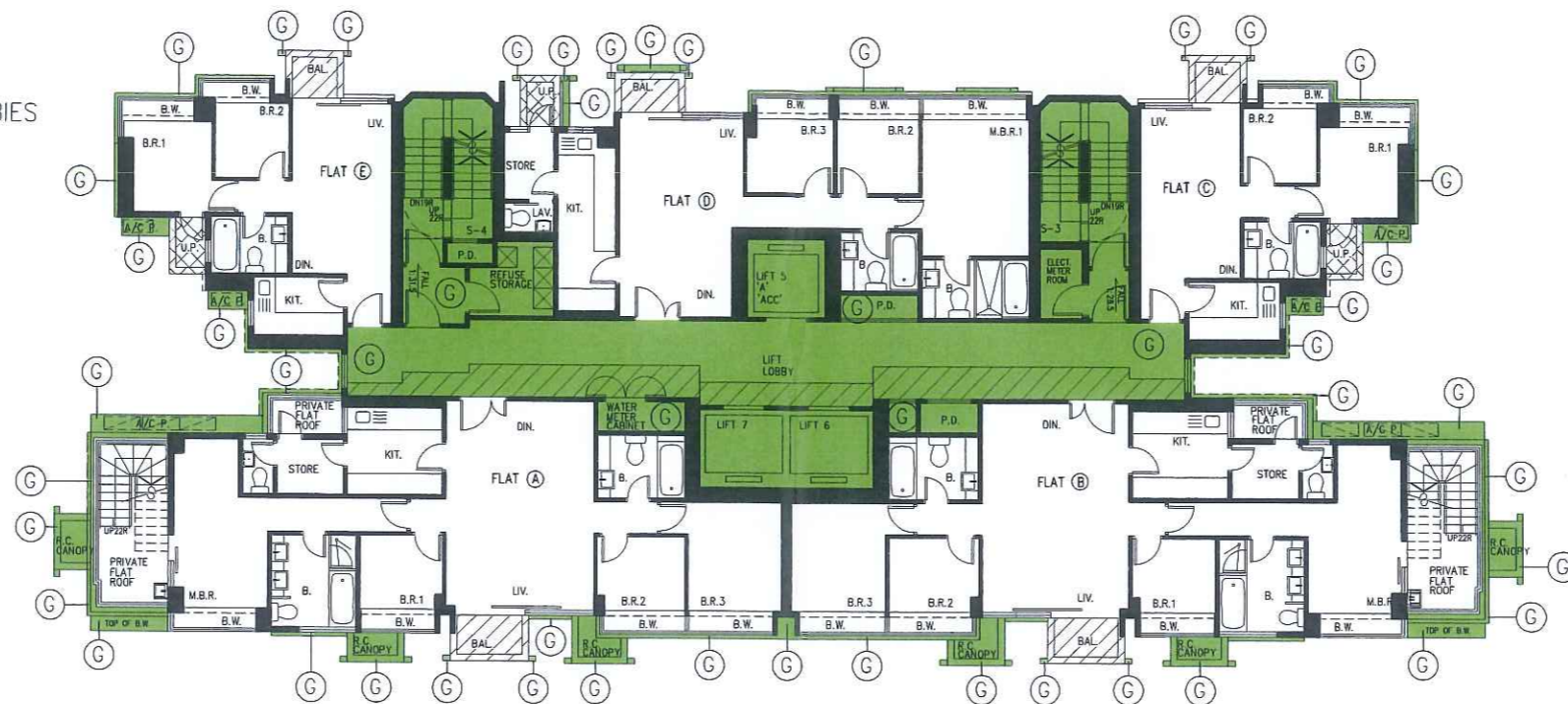
I HEREBY CERTIFY THE  
COMMON AREAS AS SHOWN IN  
THE PLAN ARE CORRECT AND  
ACCURATE  
  
LEE KAR-YAN DOUGLAS  
AUTHORIZED PERSON

andrew lee king fun  
& associates architects ltd.  
李景富建築師有限公司

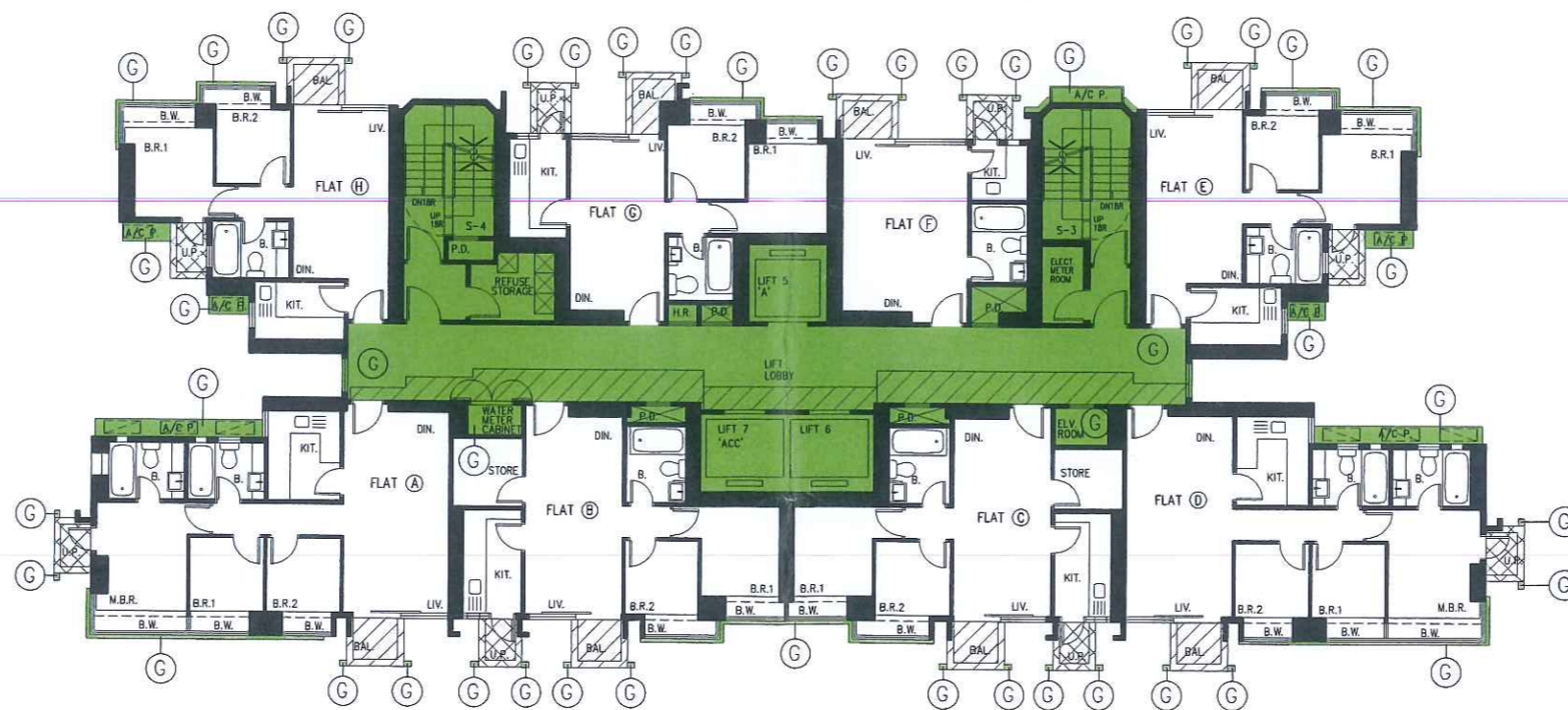
LOT NO. F.S.S.T.L. 177, SHA TAU KOK ROAD-LUNG YEUK TAU, FANLUNG, N.T.	
5TH FLOOR PLAN (TOWER '3')	
DRAWN	JOB NO. A-1029
CHECKED	DWG. NO.
SCALE	DMC-10
DATE	2014/11/09

# LEGEND

-  RESIDENTIAL COMMON AREAS
-  BALCONIES
-  UTILITY PLATFORMS
-  WIDER COMMON CORRIDORS AND LIFT LOBBIES



36TH FLOOR PLAN (TOWER '3')



6TH - 35TH FLOOR PLAN (TOWER '3')  
(13TH, 14TH, 24TH & 34TH OMITTED)



註冊摘要編號 MN: 14112700760041 A3C

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& associates architects ltd.  
李安倫建築師有限公司

I HEREBY CERTIFY THE  
COMMON AREAS AS SHOWN IN  
THE PLAN ARE CORRECT AND  
ACCURATE

LEE KAR-YAN DOUGLAS  
AUTHORIZED PERSON

LOT NO. F.S.S.T.L. 177, SHA TAU KOK ROAD-LUNG YEUK TAU, FANLING, N.T.	
6TH - 36TH FLOOR PLAN (TOWER '3')	
DRAWN	JOB NO. A-1029
CHECKED	DWG. NO.
SCALE	DMC-11
DATE	2014/11/05

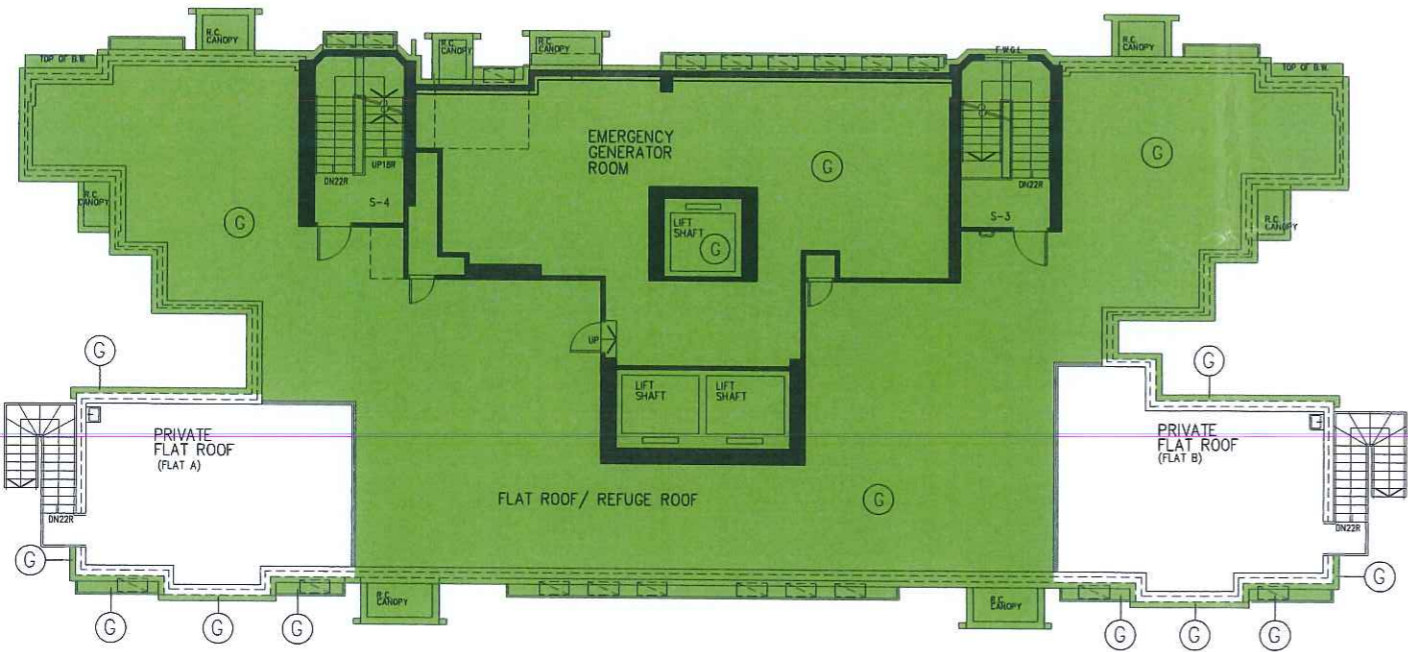
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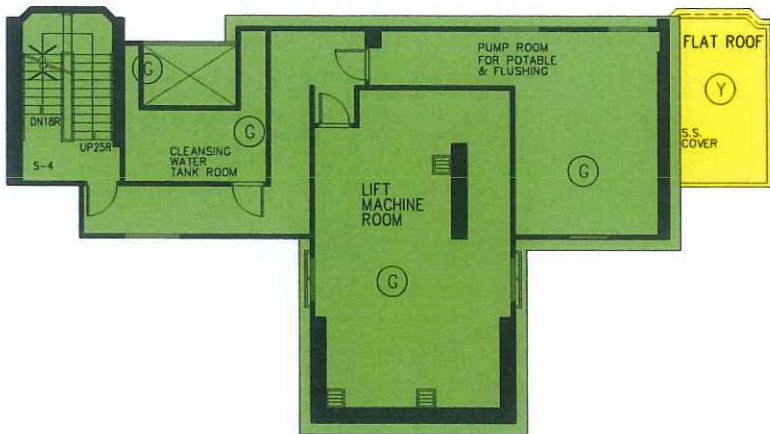
RESIDENTIAL COMMON AREAS



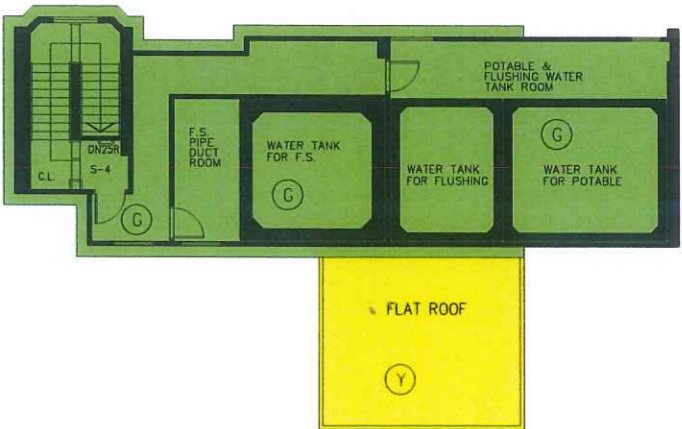
ESTATE COMMON AREAS



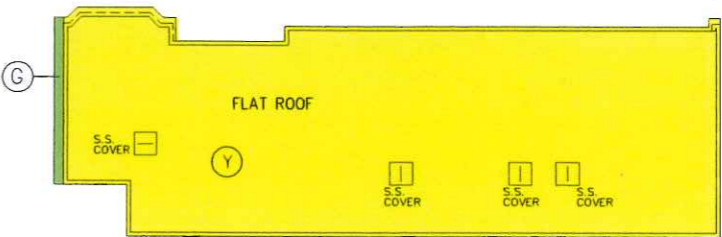
ROOF PLAN (TOWER '3')



LIFT MACHINE ROOM PLAN



WATER TANK PLAN



TOP ROOF PLAN



註冊摘要編號 M/N: 14112700760041 A3C

I HEREBY CERTIFY THE  
COMMON AREAS AS SHOWN IN  
THE PLAN ARE CORRECT AND  
ACCURATE

LEE KAI-YAN DOUGLAS  
AUTHORIZED PERSON

andrew lee king fun  
& associates architects ltd.

李景勳  
建築師有限公司

LOT NO. F.S.S.T.L. 177, SHA TAU KOK ROAD-LUNG YEUK TAU, FANLING, N.T.	
ROOF-UPPER ROOF PLAN (TOWER '3')	
DRAWN	JOB NO. A-1029
CHECKED	DWG. NO.
SCALE	DMC-12
DATE	2014/11/05

LEGEND



RESIDENTIAL COMMON AREAS



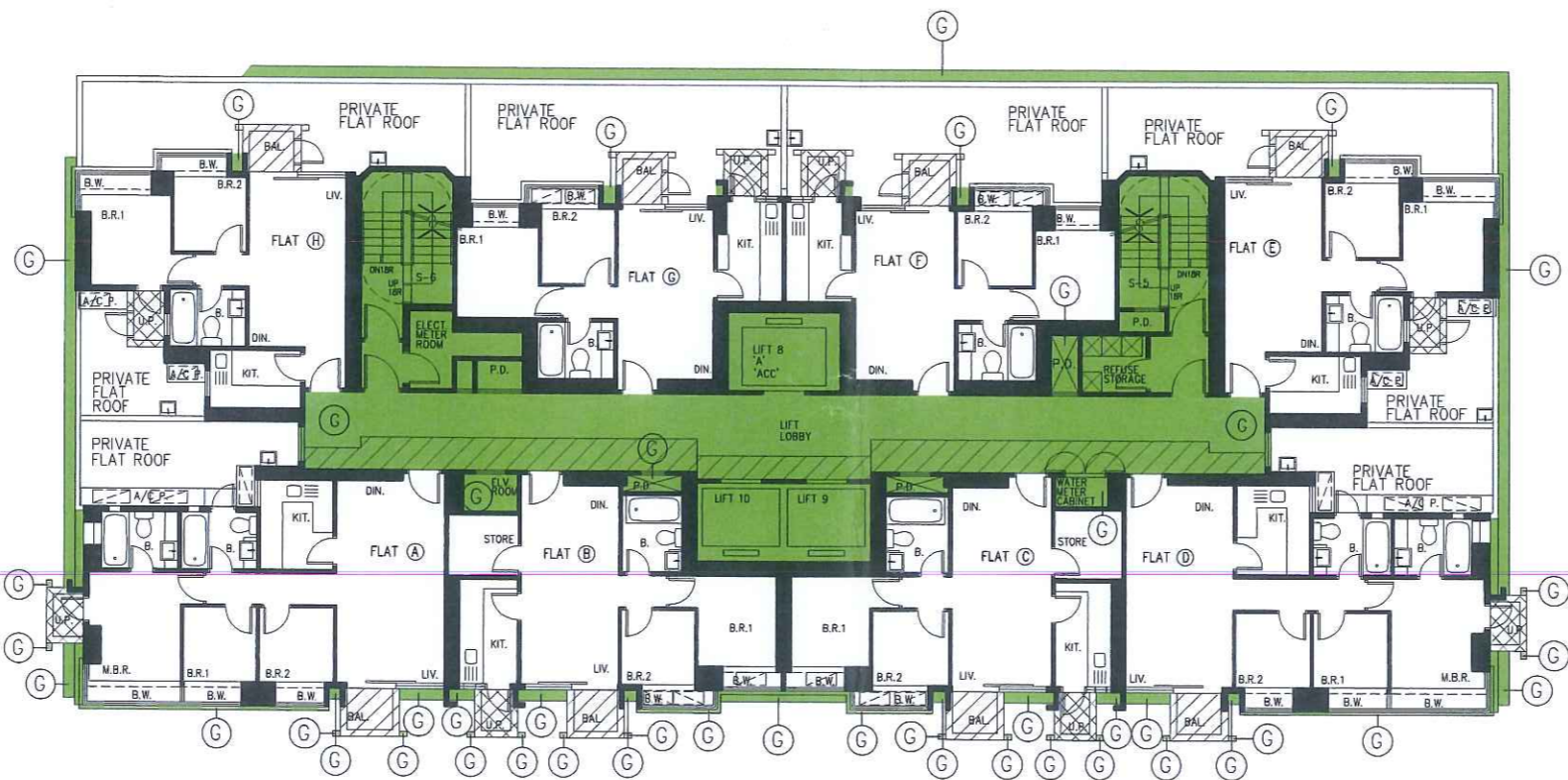
BALCONIES



UTILITY PLATFORMS



WIDER COMMON CORRIDORS AND LIFT LOBBIES



5TH FLOOR PLAN (TOWER '5')



註冊摘要編號 M/N: 14112700760041 A3C

I HEREBY CERTIFY THE  
COMMON AREAS AS SHOWN IN  
THE PLAN ARE CORRECT AND  
ACCURATE

LEE KAR-YAN DOUGLAS  
AUTHORIZED PERSON

andrew lee king fun  
& associates architects ltd.

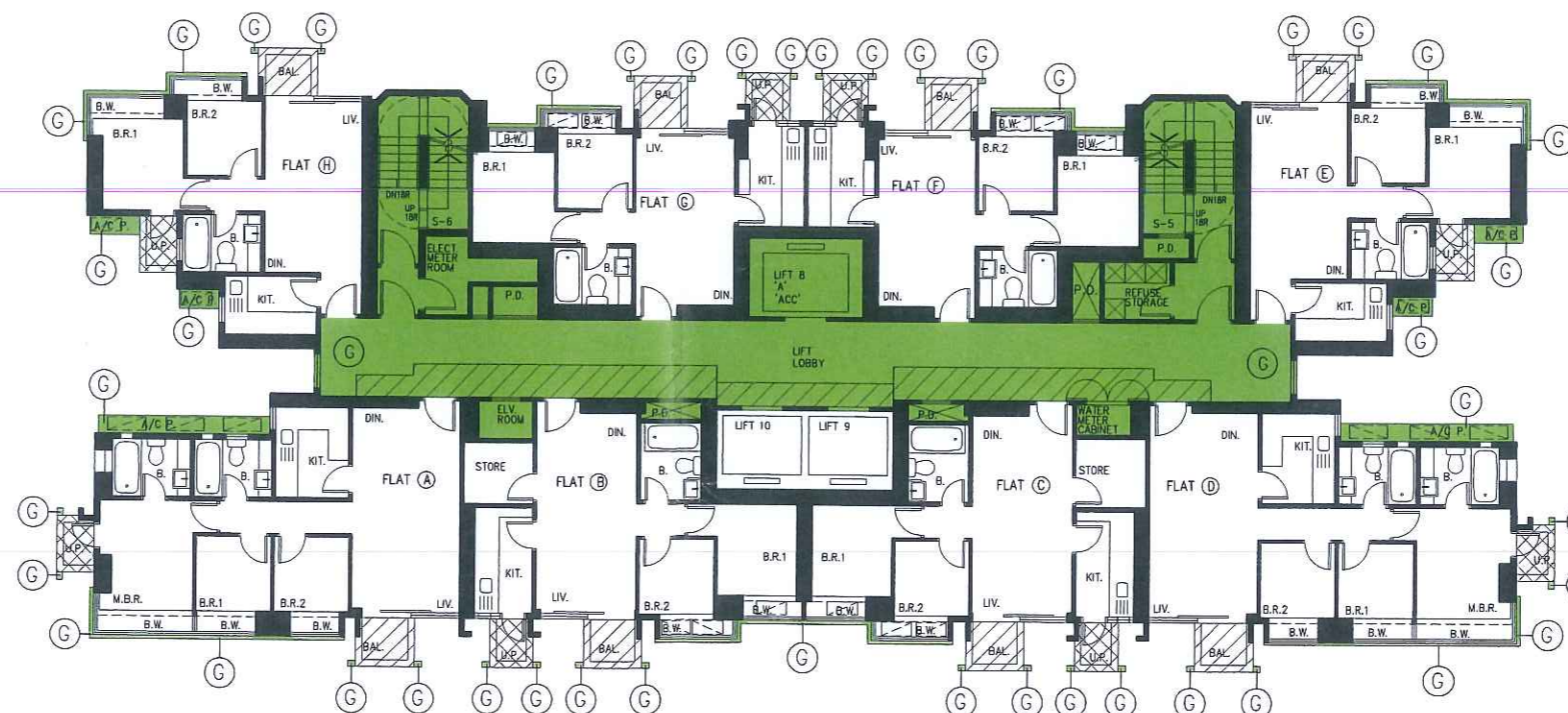
李景鴻  
建築師有限公司

LOT NO. F.S.S.T.L. 177, SHA TAU KOK ROAD--LUNG YEUK TAU, FANLING, N.T.	
5TH FLOOR PLAN (TOWER '5')	
DRAWN	JOB NO. A-1029
CHECKED	DWG. NO.
SCALE	DMC-13
DATE	2014/11/05

©



36TH FLOOR PLAN (TOWER '5')



6TH - 35TH FLOOR PLAN (TOWER '5')  
(13TH, 14TH, 24TH & 34TH OMITTED)



註冊摘要編號 M/N: 14112700760041 A3C

I HEREBY CERTIFY THE  
COMMON AREAS AS SHOWN IN  
THE PLAN ARE CORRECT AND  
ACCURATE

LEE KAR-YAN DOUGLAS  
AUTHORIZED PERSON

andrew lee king fun  
& associates architects ltd.

雷煥庭

LOT NO. F.S.S.T.L. 177,  
SHA TAU KOK ROAD-LUNG YEUK TAU,  
FANLING, N.T.

6TH - 36TH FLOOR PLAN  
(TOWER '5')

DRAWN	JOB NO. A-1025
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DATE	10/21/2011
TIME	10:00 AM

<u>GREGG</u>	BWD. NO.
	D.M.C. 1

SCALE	DMC-14
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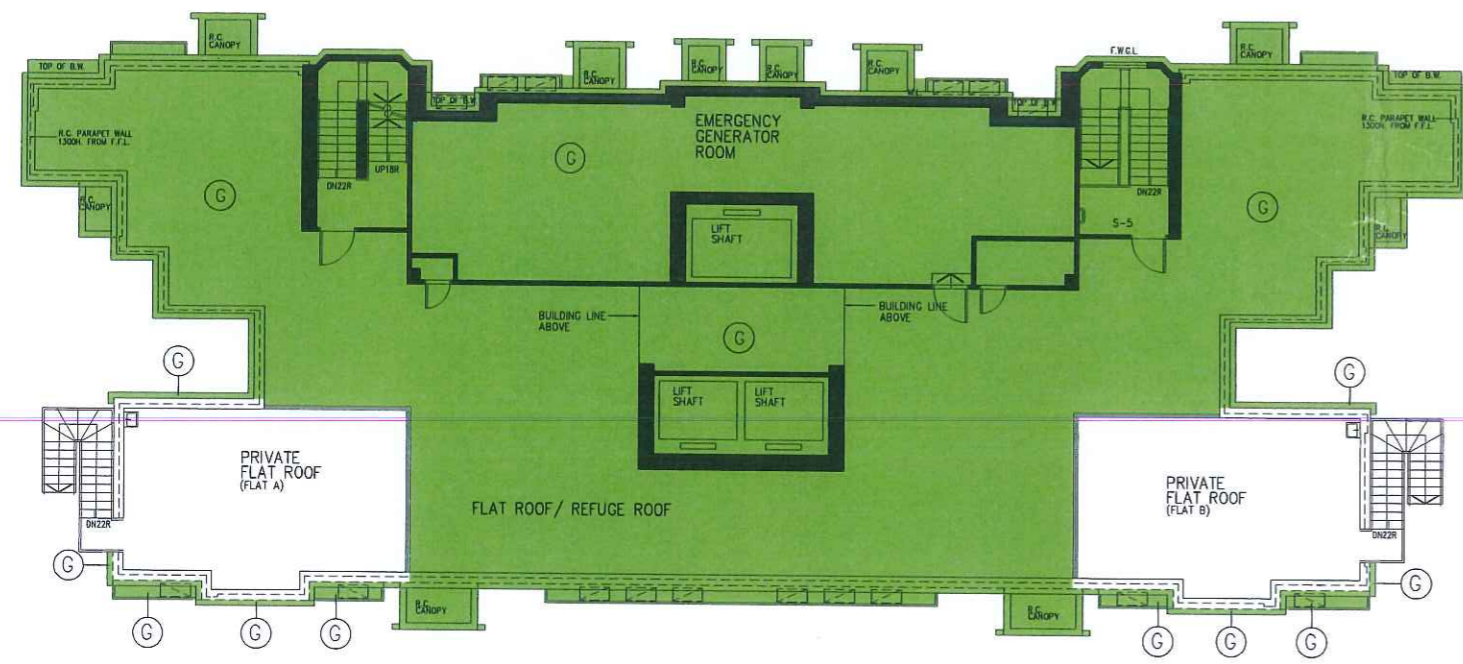
LEGEND

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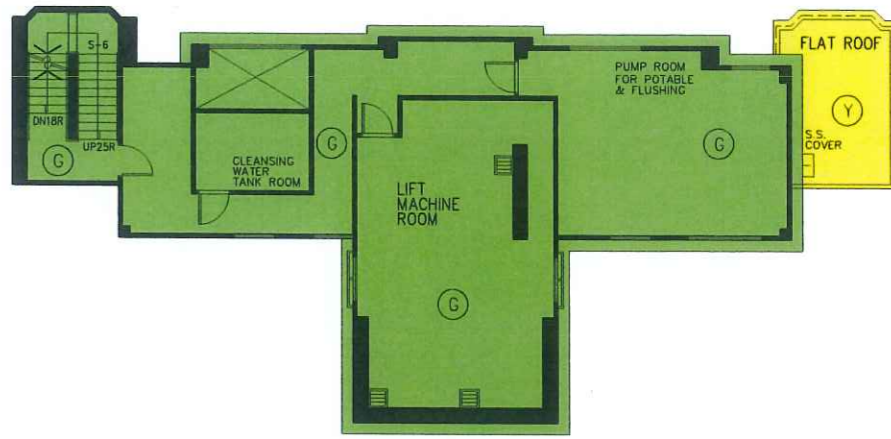
RESIDENTIAL COMMON AREAS

(Y)

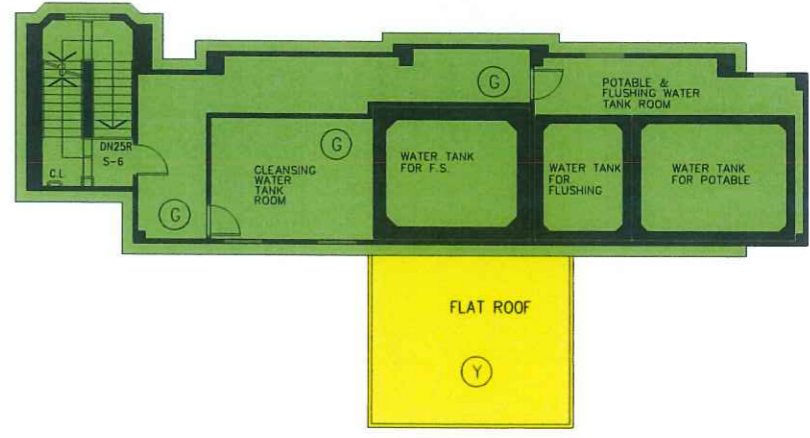
ESTATE COMMON AREAS



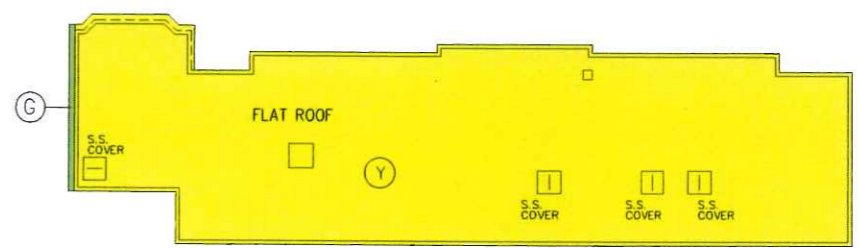
ROOF PLAN (TOWER '5')



LIFT MACHINE ROOM PLAN



WATER TANK PLAN



TOP ROOF PLAN

andrew lee king fun  
& associates architects ltd.  
李永富建築師有限公司

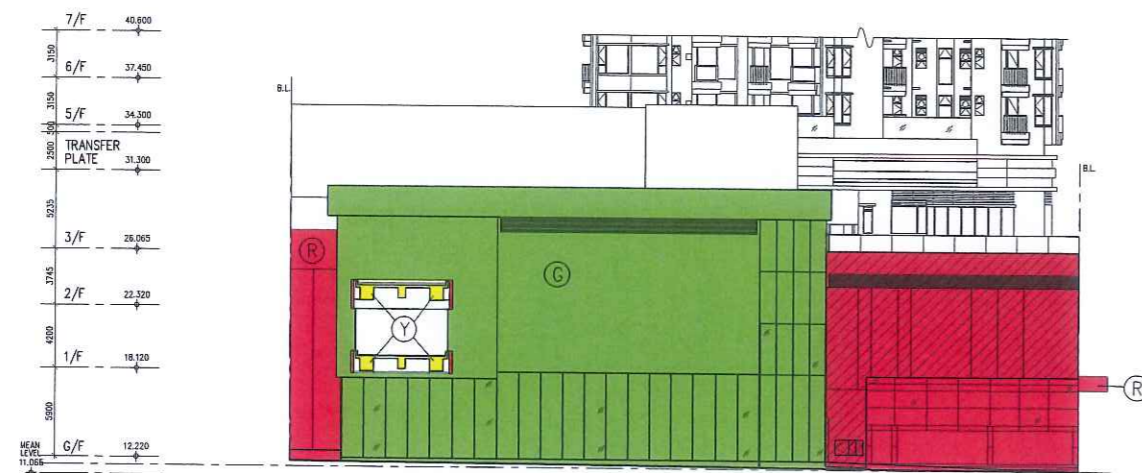


I HEREBY CERTIFY THE  
COMMON AREAS AS SHOWN IN  
THE PLAN ARE CORRECT AND  
ACCURATE  
LEE KAR-YAN DOUGLAS  
AUTHORIZED PERSON

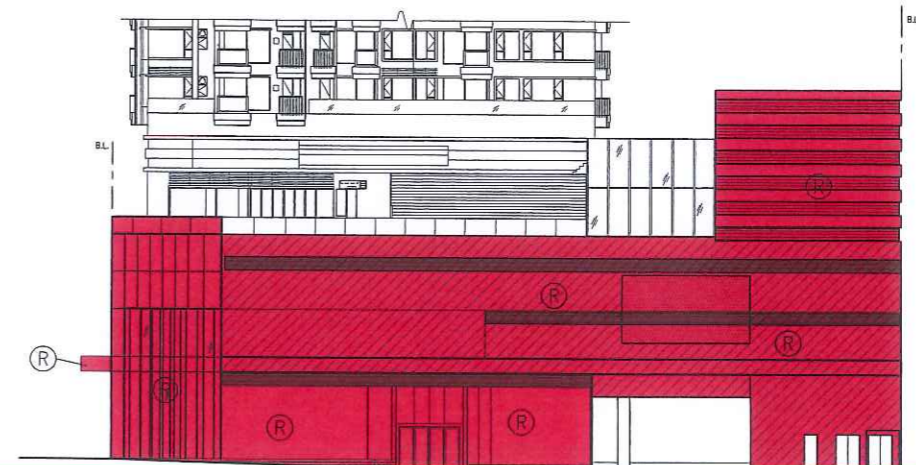
LOT NO. F.S.S.T.L. 177, SHA TAU KOK ROAD-LUNG YEUK TAU, FANLUNG, N.T.	
ROOF-UPPER ROOF PLAN (TOWER '5')	
DRAWN	JOB NO. A-1029
CHECKED	DWG. NO.
SCALE	DMC-15
DATE	2014/11/05

# LEGEND

- (G) RESIDENTIAL COMMON AREAS
- (Y) ESTATE COMMON AREAS
- (R) COMMERICAL DEVELOPMENT
- (R) ADVERTISING SPACE  
(FORMING PART OF COMMERCIAL DEVELOPMENT)
- (R) PROPOSED WALL OPENING  
(FORMING PART OF COMMERCIAL DEVELOPMENT)



**SOUTH-WEST ELEVATION**  
(NUMBERING OF 4/F, 13/F, 14/F, 24/F & 34/F OMITTED)



**NORTH-EAST ELEVATION**  
(NUMBERING OF 4/F, 13/F, 14/F, 24/F & 34/F OMITTED)



註冊摘要編號 M/N: 14112700760041 A3C

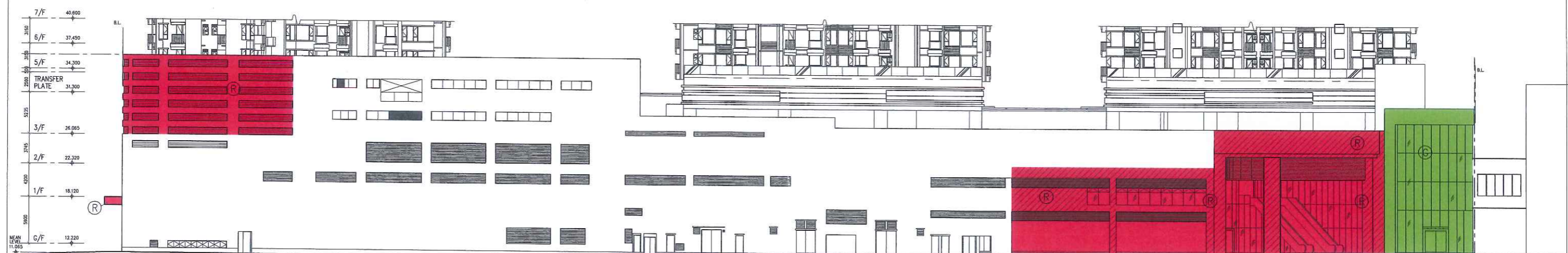
I HEREBY CERTIFY THE COMMON AREAS  
AS SHOWN IN THE PLAN ARE CORRECT  
AND ACCURATE

LEE KAR-YAN DOUGLAS  
AUTHORIZED PERSON

andrew lee king fun & associates architects ltd. <small>18/F, Universal Trade Centre, 2-24 Aikido Road, S. Hong Kong Tel: (852) 2523 0025 Fax: (852) 2523 2079</small>		李 煥 勤 建 築 師 有 限 公 司
LOT NO. F.S.S.T.L. 177, SHA TAU KOK ROAD-LUNG YEUK TAU, FANLING, N.T.		
SOUTH-WEST & NORTH-EAST ELEVATION		
DRAWN CHECKED SCALE DATE 2014/11/05	JOB NO. A-1029 DMD. NO. DMC-16	
DATE 2014/11/05		

# LEGEND

- G RESIDENTIAL COMMON AREAS
- R ADVERTISING SPACE  
(FORMING PART OF COMMERCIAL DEVELOPMENT)
- R COMMERCIAL DEVELOPMENT



NORTH-WEST ELEVATION  
(NUMBERING OF 4/F, 13/F, 14/F, 24/F & 34/F OMITTED)



註冊摘要編號 M/N: 14112700760041 A3C

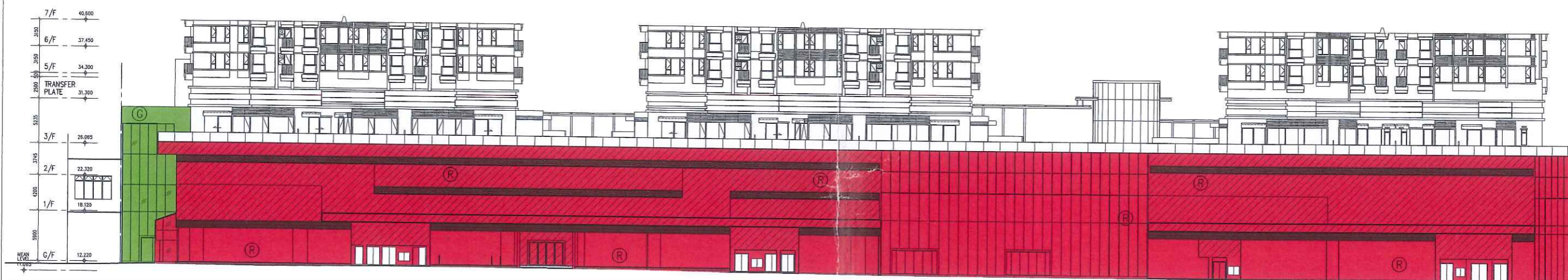
I HEREBY CERTIFY THE COMMON AREAS  
AS SHOWN IN THE PLAN ARE CORRECT  
AND ACCURATE

LEE KAR-YAN DOUGLAS  
AUTHORIZED PERSON

andrew lee king fun & associates architects ltd. <small>15/F, Universal Trade Centre, 2-6A Adair Road, G. Hong Kong Tel: (852) 2153 0800 Fax: (852) 2153 0871</small>		李景倫 建築師有限公司
LOT NO. F.S.S.T.L. 177, SHA TAU KOK ROAD-LUNG YEUK TAU, FANLUNG, N.T.		
SOUTH-WEST ELEVATION		
DRAWN: CHECKED: SCALE: DATE: 2014/11/05	JOB NO.: A-1029 DWG. NO.: DMC-17	

# LEGEND

- G RESIDENTIAL COMMON AREAS
- R ADVERTISING SPACE  
(FORMING PART OF COMMERCIAL DEVELOPMENT)
- R COMMERCIAL DEVELOPMENT



**SOUTH-EAST ELEVATION**  
(FACING SHA TAU KOK ROAD)  
(NUMBERING OF 4/F, 13/F, 14/F, 24/F & 34/F OMITTED)



註冊摘要編號 M/N: 14112700760041 A3C

andrew lee king fun  
& associates architects ltd.  
18/F., International Trade Centre, 2-64, International Road, 2  
Hong Kong Tel: (852) 2122 1000 Fax: (852) 2122 6271

香港  
建築師  
有限公司

I HEREBY CERTIFY THE COMMON AREAS  
AS SHOWN IN THE PLAN ARE CORRECT  
AND ACCURATE

LEE KAR-YAN DOUGLAS  
AUTHORIZED PERSON

LOT NO. F.S.S.T.L. 177,  
SHA TAU KOK ROAD-LUNG YEUK TAU,  
FANLING, N.T.

**SOUTH-EAST ELEVATION**

DRAWN	JOB NO. A-1029
CHECKED	DWG. NO.
SCALE	DMC-18
DATE	2014/11/05