

THIS DEED is made the day of 20-

BETWEEN :-

- (1) CITY FAIR DEVELOPMENT LIMITED (昌輝發展有限公司) whose registered office is situate at 72nd - 76th Floors, Two International Finance Centre, 8 Finance Street, Central, Hong Kong ("the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part,
- (2) [ \* ] ("the First Assignee" which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns) of the second part, and
- (3) H-PRIVILEGE LIMITED (尊家管業有限公司) whose registered office is situate at 72nd - 76th Floors, Two International Finance Centre, 8 Finance Street, Central, Hong Kong ("the Manager" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) 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 firstly, the respective payments to be paid by the Owner of each Residential Unit in Phase 1 under Clause 15(b)(i) or by the Owner of the Commercial Development under Clause 15(b)(ii) prior to the issuance of the Occupation Permit and execution of the Sub-Deed in respect of Phase 2, and secondly, the respective payments to be paid by the Owner of each Residential Unit under Clause 15(c)(i) or by the Owner of the Commercial Development under Clause 15(c)(ii) after the issuance of the Occupation Permit and execution of the Sub-Deed in respect of Phase 2.

"Authorized Person" means Mr. Zhou Raymond Chun Sum of Andrew Lee King Fan & Associates Architects Ltd., and any other replacement authorized person for the time being appointed by the First Owner.

"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 prepared by the Authorized Person and approved by the Building Authority under Ref. No.BD2/4086/20(DPU) and includes any amendments thereto as approved by the Building Authority.

"Club House" means such parts of the Estate for use as a club house together with all facilities, equipment and installations therein for the common use and enjoyment of the Owners or Occupiers of the Residential Units and their bona fide guests, visitors and invitees.

"Club Rules" means the rules and regulations (if any) 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 Club House.

"Commercial Development" means such parts of the Estate for the time being and from time to time constructed or to be constructed for non-residential purposes in accordance with the Building Plans including but not limited to : -

- (a) those parts of the Estate which for the purpose of identification only are shown and coloured red on the plans marked Plan Nos. DMC-01 to DMC-03 (both inclusive) annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person;
- (b) the Commercial Development (Right of Way) Area;
- (c) the Commercial Development (Concealed Drainage Pipes);
- (d) those Greenery Areas forming part of the Commercial Development which for the purpose of identification only are shown and coloured red hatched black and red stippled black on the plans marked Plan Nos. DMC-01, DMC-02 and DMC-12 annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person;
- (e) all those strips of the external walls of the Estate with their respective locations for the purpose of identification only as shown and coloured red on the plans marked Plan Nos. DMC-08, DMC-010, DMC-012 and DMC-014 annexed to this Deed together with the louvers and architectural features thereon and any frames and/or other supporting structures (if any) erected or to be erected thereon or therein for the displaying or affixing of advertisements (whether illuminated or not and which may or may not extend/project beyond the boundaries of the Lot) or for such other purpose(s) as the First Owner or the Owner(s) thereof may deem fit from time to time;
- (f) the columns, beams, walls and partitions (whether load bearing or structural or not), floor slabs (and in the event the floor slab is separating the Commercial Development from other part or parts of the Estate, the upper half of such floor slab), ceiling slabs (and in the event the ceiling slab is separating the Commercial Development from other part(s) of the Estate, the lower half of such ceiling slab), steel canopies and other structural supports of and within the Commercial Development BUT excluding the Estate Common Areas and Facilities and the Residential Development;
- (f) the inner half of any wall (other than the external walls of the Estate) and partition (whether load bearing or structural or not) of or within the Commercial Development separating the Commercial Development or any part thereof from any other part(s) of the Estate.

"Commercial Development (Concealed Drainage Pipes)" means the external drainage pipes enclosed by architectural features which form part of the Commercial Development.

"Commercial Development (Right of Way) Area" means all that part of the Commercial Development on the ground floor of the Estate which for the purpose of identification only is shown and coloured red double hatched black on the plan marked Plan No.DMC-01 annexed to this Deed and the accuracy of such plan is certified by or on behalf of the Authorized Person. The Commercial Development (Right of Way) Area shall, in the event Units in the Commercial Development are disposed of individually and upon execution of the relevant Sub-Deed(s) in respect of the Commercial Development, form part of the Commercial Development common areas.

"Commercial Management Budget" means the budget to be prepared for the Commercial Development more particularly described in Clause 14(a)(iii) or Clause 14(b)(iii) (as the case may be).

"Commercial Management Expenses" means (upon execution of the relevant Sub-Deed(s) in respect of the Commercial Development) all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Commercial Development as a whole.

"Common Areas" means collectively the Common Areas In Phase 1 and those areas within Phase 2 as may from time to time be designated as common areas in Phase 2 in the relevant Sub-Deed(s).

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

"Common Areas and Facilities In Phase 1" means collectively the Common Areas In Phase 1 and the Common Facilities In Phase 1.

"Common Areas In Phase 1" means the Estate Common Areas In Phase 1 and the Residential Common Areas In Phase 1, and in the event Units in the Commercial Development are disposed of individually, such Commercial Development common areas as shall be defined in the relevant Sub-Deed(s) in respect of the Commercial Development.

"Common Facilities" means collectively the Common Facilities In Phase 1 and those facilities situated within Phase 2 as may from time to time be designated as common facilities in Phase 2 in the relevant Sub-Deed(s).

"Common Facilities In Phase 1" means collectively the Estate Common Facilities In Phase 1 and the Residential Common Facilities In Phase 1 and in the event Units in the Commercial Development are disposed of individually, such Commercial Development common facilities as shall be defined in the relevant Sub-Deed(s) in respect of the Commercial Development.

"Covered Landscaped Areas" means the covered landscaped areas within the Residential Development, which are for the purpose of identification only shown and coloured Green triangulated black on the plan annexed to this Deed and marked Plan No.DMC-03 and the accuracy of such plans is certified by or on behalf of the Authorized Person.

"Estate" means the whole of the development comprising, inter alia, the Residential Units in Phase 1 and Phase 2, the Commercial Development and the Common Areas and Facilities erected or to be erected on the Lot in accordance with the Building Plans known or intended to be known as "Highwood (壹沐)".

"Estate Common Areas" means collectively the Estate Common Areas In Phase 1 and those areas within Phase 2 as may from time to time be designated as Estate Common Areas in Phase 2 in the relevant Sub-Deed(s).

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

"Estate Common Areas and Facilities In Phase 1" means collectively the Estate Common Areas In Phase 1 and the Estate Common Facilities In Phase 1.

"Estate Common Areas In Phase 1" means those parts in Phase 1 intended for the common use and benefit of the Estate as a whole and not just any particular Unit or any particular part thereof and which are subject to the provisions of this Deed and all subsisting rights and rights of way to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate which said parts include but not limited to : -

- (a) such foundations, columns, beams, slabs and other structural supports and elements in Phase 1 that do not belong to or form part of the Commercial Development or the Residential Development in Phase 1;
- (b) the Slopes and Retaining Walls (if any);
- (c) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities and the electricity meter rooms (EMR) in Phase 1 for use by the Estate as a whole save and except those of such areas which form part of the Commercial Development or the Residential Common Areas In Phase 1;
- (d) all those portions of the external walls of the Phase 1 (including the curtain walls and canopies thereof, if any, louvers, architecture fins and features thereon) not forming part of the Commercial Development or the Residential Development in Phase 1 and for the purpose of identification only as shown and coloured yellow on the plans marked Plan Nos.DMC-8 to DMC-14 (both inclusive) annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person;
- (e) all those areas in Phase 1 which for the purpose of identification only are shown and coloured yellow on the plans marked Plan Nos.DMC-01 to DMC-07 (both inclusive) annexed to this Deed the accuracy of such plans is certified by or on behalf of the Authorized Person;
- (f) vertical greenery areas and for the purpose of identification only as shown and coloured yellow hatched black on the plans marked Plan Nos.DMC-02 and DMC-03 annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person; and
- (g) such additional areas of and within Phase 1 as may at any time be designated as Estate Common Areas in Phase 1 by the First Owner in accordance with the provisions of this Deed;

BUT (for the avoidance of doubt) excluding the Residential Common Areas In Phase 1 and in the event Units in the Commercial Development are disposed of individually, such Commercial Development common areas as shall be defined in the relevant Sub-Deed(s) in respect of the Commercial Development PROVIDED THAT, where appropriate, if (i) any parts of Phase 1 covered

by paragraph (a) of the definition of “common parts” set out in section 2 of the Ordinance, or (ii) any parts specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Ordinance shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas In Phase 1.

"Estate Common Facilities" means collectively the Estate Common Facilities In Phase 1 and those facilities situated within Phase 2 serving the Estate as a whole as may from time to time be designated as Estate Common Facilities in Phase 2 in the relevant Sub-Deed(s).

"Estate Common Facilities In Phase 1" means all those facilities in Phase 1 intended for the common use and benefit of the Estate as a whole and not just any particular Unit or 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, sewers, drains, storm water drains, water courses, cables, pipes, pipe works (including but not limited to the soil and wastewater disposal and stormwater pipes), wires, ducts, flushing mains, fresh water mains, close-circuit television (“CCTV”) and other facilities and equipment installed in the Estate Common Areas In Phase 1 for security purposes, plant and machinery and other like installations, facilities or services of the Estate within Phase 1, transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities situated within Phase 1 for the supply of electricity to the Estate and such additional devices and facilities of the Estate situated within Phase 1 serving the Estate as a whole as may at any time be designated as Estate Common Facilities In Phase 1 by the First Owner in accordance with the provisions of this Deed.

"Estate Management Budget" means the budget to be prepared for the Estate more particularly described in Clause 14(b)(i) hereof.

"Estate Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Estate as a whole and in particular the Estate Common Areas and Facilities excluding the Residential Management Expenses and the Commercial 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 and include the Club Rules.

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

"First Assignee's Unit" means all those [ \* ] Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy All That [ \* ] on the [ \* ] Floor of Tower 1 of Phase 1 of the Estate.

"First Owner" means the First Owner defined in the parties' clause.

"Government" means the Government of Hong Kong.

"Government Grant" means the new Government leases deemed to have been granted under and by virtue of the Government Leases Ordinance (Cap.40) for the further term of 75 years commencing from the 26th day of June 2014 upon expiration of the original term of 75 years created by the following Government lease:- :-

- (a) Registration : Conditions of Sale deposited and registered in the Land Registry as Number Conditions of Sale No.3945;
- (b) Date : the 26th day of June 1939;
- (c) Parties : Wang Hang Banking Mortgage & Land Investment Company Limited of the one part and the Director of Public Works on behalf of the Governor of Hong Kong of the other part;
- (d) Term : 75 years from the 26th day of June 1939 with a right of renewal for a further term of 75 years;
- (e) Lot Number : Kowloon Inland Lot No.4148;

and shall include any subsequent extensions or variations or modifications thereto or renewals thereof.

"Greenery Areas" means the areas landscaped (including any vertical greenery areas) in the Estate which are for the purpose of identification only shown and coloured red hatched black, red stippled black, yellow hatched black, green stippled black and green hatched black on the plans marked Plan Nos.DMC-01 to DMC-03 (both inclusive), DMC-010 and DMC-012 annexed to this Deed and the accuracy of such plan is certified by or on behalf of the Authorized Person.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Lot" means all those pieces or parcels of ground registered in the Land Registry as SUB-SECTION 1 OF SECTION A OF KOWLOON INLAND LOT NO.4148, THE REMAINING PORTION OF SECTION A OF KOWLOON INLAND LOT NO.4148, SECTION B OF KOWLOON INLAND LOT NO.4148, SECTION D OF KOWLOON INLAND LOT NO.4148 and THE REMAINING PORTION OF KOWLOON INLAND LOT NO.4148.

"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 collectively the Estate Management Budget, the Residential Management Budget and (upon execution of the relevant Sub-Deed(s) in respect of the Commercial Development) the Commercial Management Budget, or as the case may be, collectively the Phase 1 Estate Management Budget, the Phase 1 Residential Management Budget and (upon execution of the relevant Sub-Deed(s) in respect of the Commercial Development prior to the issuance of the Occupation Permit and execution of the Sub-Deed in respect of Phase 2) the Commercial Management Budget and "Management Budget" shall 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 and (upon execution of the relevant Sub-Deed(s) in respect of the Commercial Development) the Commercial Management Expenses, or as the case may be, collectively the Phase 1 Estate Management Expenses, the Phase 1 Residential Management Expenses) and (upon execution of the relevant Sub-Deed(s) in respect of the Commercial Development and prior to the issuance of the Occupation Permit and execution of the Sub-Deed in respect of Phase 2) the Commercial Management Expenses.

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

"Management Units" means the units which are allocated to the Units for the purpose of determining the amount of contribution towards the Management Charges by the Owners as set out in the Fourth Schedule hereto and to be set out in the relevant Sub-Deed(s).

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

"Manager's Fee" means the remuneration of the Manager as hereinafter provided in Clause 12(a) hereof and in any relevant Sub-Deed(s).

"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.

"Open Kitchen Unit" means a Residential Unit of which the kitchen is of open kitchen design, namely, the kitchen is not separated from the rest of the Residential Unit by full enclosure comprising walls and door. All Residential Units in Phase 1 are Open Kitchen Units EXCEPT Flat A on 33rd Floor of Tower 1.

"Ordinance" means the Building Management Ordinance (Cap.344).

"Owner" means each person in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenant in common of any Undivided Share, and (where any Undivided Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor, and the registered mortgagee or chargee in possession of or having foreclosed such Undivided Share Provided that (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share by the provisions of this Deed is exercisable only by the mortgagor or chargor unless the registered mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share.

"Owners' Committee" means a committee of the Owners of the Estate established under the provisions of this Deed.

"Owners' Corporation" means the corporation of the Owners incorporated under section 8 of the Ordinance.

"Phase" means any of the Phase 1 or Phase 2 in which the Lot is intended to be developed in conformity with the requirements of the relevant Government authorities.

"Phase 1" means the first phase of the Estate constructed in accordance with the Building Plans consisting of the whole of the Estate save and except Phase 2.

"Phase 1 Estate Management Budget" means the budget to be prepared for those parts of the Estate within Phase 1 more particularly described in Clause 14(a)(i).

"Phase 1 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 those parts of the Estate within Phase 1 as a whole excluding the Commercial Management Expenses and Phase 1 Residential Management Expenses as provided herein.

"Phase 1 Residential Management Budget" means the budget to be prepared for those parts of the Residential Development within Phase 1 more particularly described in Clause 14(a)(ii).

"Phase 1 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 those parts of the Residential Development within Phase 1 as a whole (excluding the Residential Units in Phase 1) and in particular, the Residential Common Areas and Facilities In Phase 1.

"Phase 2" means the second and last phase of the Estate constructed or in the course of being constructed in accordance with the Building Plans consisting of those parts of Tower 2 at and above the third floor thereof and the ancillary facilities thereto.

"Recreational Areas and Facilities" means and includes the Club House, play areas and other recreational areas and recreational facilities of the Estate designated or to be designated for the exclusive use by the Owners or Occupiers of the Residential Units and their bona fide guests, visitors and invitees only. The Recreational Areas and Facilities situated within Phase 1 are for the purpose of identification only shown and coloured green cross hatched black on the plan marked Plan No.DMC-03 annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person.

"Residential Common Areas" means collectively the Residential Common Areas In Phase 1 and those areas within Phase 2 as may from time to time be designated as Residential Common Areas in Phase 2 in the relevant Sub-Deed(s).

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

"Residential Common Areas and Facilities In Phase 1" means collectively the Residential Common Areas In Phase 1 and the Residential Common Facilities In Phase 1.

"Residential Common Areas In Phase 1" means those parts of the Residential Development in Phase 1 intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit and which are subject to the provisions of this Deed and all subsisting rights and rights of way to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units which said parts include but not limited to :-

- (a) such areas within Phase 1 for the installation or use of aerial broadcast distribution or telecommunications network facilities save and except those of such areas which form part of the Commercial Development or the Estate Common Areas in Phase 1;
- (b) the Recreational Areas and Facilities;
- (c) the Covered Landscaped Areas;
- (d) those parts of the Greenery Areas which for purposes of identification only are shown and coloured green stippled black and green hatched black on the plan annexed to this Deed and marked Plans No.DMC-03 and DMC-10;
- (e) the areas for maintenance of and repair access to Residential Common Facilities (External Drainage Pipes In Phase 1) on 3rd floor of Phase 1 which for the purposes of identification only are shown and coloured green double hatched black on the plan annexed to this Deed and marked Plan No. DMC-04;
- (f) office(s) and/or counter(s), store(s), guard room(s) and lavatories for caretakers, watchmen and management staffs, if any, on the ground floor of the Estate;
- (g) those parts of the external walls of Phase 1 at and below the 2nd floor of Phase 1 not forming part of the Commercial Development or the Estate Common Areas In Phase 1 (including the curtain walls and canopies thereof, if any, louvers, architecture fins and features thereon) for the purpose of identification only as shown and coloured green on the plans marked Plan

Nos.DMC-08 to DMC-15 (both inclusive) annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person;

- (h) those parts of the external walls (including those of such parts of the external walls abutting the Estate Common Areas In Phase 1 above the main roof level) at and above the 3rd floor of Phase 1 not forming part of the Residential Units in Phase 1 or the Estate Common Areas In Phase 1 including but not limited to : -
- (1) the architecture fins and features thereon; and
  - (2) the curtain wall structures of Tower in Phase 1 including but not limited to the mullions and cladding (except (i) the openable parts of the curtain wall structures; and (ii) such pieces of glass panels wholly enclosing or fronting a Residential Unit in Phase 1, which said openable parts and glass panels shall form parts of the relevant Residential Units in Phase 1). For the avoidance of doubt, any glass panel forming part of the curtain wall structures of the Tower in Phase 1 that does not wholly enclose a Residential Unit in Phase 1 but extends across two or more Residential Units in Phase 1 shall form part of the Residential Common Areas In Phase 1;

BUT excluding

the glass balustrades, metal balustrades or railings of the balconies, utility platforms, areas for air-conditioner(s), private flat roofs or private roofs which form parts of the relevant Residential Units in Phase 1 and the aluminium grilles adjoining the false ceiling at the balconies and/or utility platforms held with and form part of the relevant Residential Units in Phase 1;

- (i) all those areas in Phase 1 for the purpose of identification only as shown and coloured green on the plans marked Nos. DMC-01 to DMC-07 (both inclusive) annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person;
- (j) aluminium covers on both sides of and for supporting the base of glass balustrades of the balconies and utility platforms of the Residential Units in Phase 1; and
- (k) such additional areas of and within Phase 1 as may at any time be designated as Residential Common Areas In Phase 1 by the First Owner in accordance with the provisions of this Deed,

BUT (for the avoidance of doubt) excluding the Estate Common Areas In Phase 1 and PROVIDED THAT, where appropriate, if (i) any parts of the Residential Development in Phase 1 covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Ordinance, or (ii) any parts specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Ordinance shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas In Phase 1.

"Residential Common Facilities" means collectively the Residential Common Facilities In Phase 1 and those facilities situated within Phase 2 serving the Residential Development as a whole as may from time to time be designated as such in the relevant Sub-Deed(s).

"Residential Common Facilities (External Drainage Pipes) In Phase 1" means the external drainage pipes serving the Residential Units which form part of the Residential Common Facilities In Phase 1.

"Residential Common Facilities In Phase 1" means all those facilities in Phase 1 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 designated in the Residential Common Areas In Phase 1, wires, cables, ducts, pipes, pipe works (including but not limited to the soil and wastewater disposal and stormwater pipes), drains, the Residential Common Facilities (External Drainage Pipes) In Phase 1, CCTV and other facilities and equipment installed in the Residential Common Areas In Phase 1 for security purposes, the sports and recreational facilities in the Recreational Areas and Facilities situated within Phase 1 and all mechanical and electrical installations and equipment situated within Phase 1 exclusively for the Residential Development and such additional devices and facilities of the Residential Development situated within Phase 1 serving the Residential Development as a whole as may at any time be designated as Residential Common Facilities In Phase 1 by the First Owner in accordance with the provisions of this Deed.

"Residential Development" means those parts of the Estate comprising the Residential Units and the Residential Common Areas and Facilities.

"Residential Management Budget" means the budget to be prepared for the Residential Development more particularly described in Clause 14(b)(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 as a whole (excluding the Residential Units) and in particular the Residential Common Areas and Facilities.

"Residential Unit" means a Unit of the Estate in any Phase and intended for residential use in accordance with the Building Plans and the Occupation Permit but excluding the Common Areas and Facilities and shall include but not limited to :-

- (a) the openable parts of the curtain wall structures of the Residential Development and such pieces of glass panels (i) forming part of the curtain wall structures and (ii) wholly enclosing or fronting the Residential Unit (if any) Provided That any glass panel forming part of the curtain wall structures that does not wholly enclose a Residential Unit but extend across two or more Residential Units shall form part of the Residential Common Areas;
- (b) the internal walls and partitions (whether load bearing or structural or not) of or within the Residential Unit;
- (c) the inner half of any wall (other than the external walls of the Estate) and partition (whether load bearing or structural or not) of or within the Residential Unit separating the Residential Unit or any part thereof from any other part(s) of the Estate;

- (d) the columns, beams, floor slabs (and in the event the floor slab is separating the Residential Unit from other part or parts of the Estate, the upper half of such floor slab), ceiling slabs (and in the event the ceiling slab is separating the Residential Unit from other part or parts of the Estate, the lower half of such ceiling slab) and other structural supports of or within the Residential Unit;
- (e) the glass balustrades (excluding aluminium cover on both sides of and for supporting the base thereof), metal balustrades or railings of the balconies, utility platforms, areas for air-conditioner(s), private flat roofs or private roofs held with and forming part of such Residential Unit as approved under the Building Plans;
- (f) the aluminium grilles adjoining the false ceiling at the balconies and/or utility platforms held with and form part of such Residential Unit; and
- (g) the inner half of the parapet and party fence walls partitioning the private flat roof or private roof of the Residential Unit from the two adjacent Residential Unit(s).

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

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

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

"Special Fund" means a special fund to be set up by the Manager pursuant to the provisions of this Deed for expenditure in relation to the management of the Estate of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 of the Ordinance.

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

"Towers" means Tower 1 and Tower 2 of multi-storey buildings for residential purposes in the Residential Development erected or in the course of being erected on the Lot in accordance with the Building Plans and in the singular means one of the Towers.

"Undivided Share" means an equal undivided part or share of and in the Lot and of and in the Estate allocated in accordance with the provisions of this Deed or a Sub-Deed (if any).

"Unit" means a part of the Estate of which the full and exclusive right and privilege to the use occupation and enjoyment has been or is intended to be assigned to or retained by an Owner and

"his Unit" in relation to an Owner means the Unit or Units in respect of which that Owner has the full and exclusive right and privilege to hold use occupy and enjoy. For the avoidance of doubt, the Commercial Development is a Unit for the purpose of this Deed, but upon the disposal of specified parts of the Commercial Development individually, each of such specified part shall be a Unit.

"Works and Installations" means all major works and installations in the Estate, which require regular maintenance on a recurrent basis.

"Works and Installations Maintenance Manual" means the maintenance manual for the Works and Installations compiled by the First Owner.

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 and subject to and with the benefit of the Government Grant.
- (2) The First Owner has developed and is in the course of developing the Lot in accordance with the Building Plans. The Estate comprises Phase 1 and Phase 2 with ancillary facilities as may be determined by the First Owner in its absolute discretion subject to the approval by the relevant government authorities.
- (3) For the purposes of sale the Lot and the Estate have been notionally divided into [\*] 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 and subject to and with the benefit of the Government Grant.
- (5) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Estate and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Estate.
- (6) In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter gender and words importing persons shall include corporations and vice versa and references to Clauses, Sub-clauses and Schedules shall be references to clauses, sub-clauses and schedules of this Deed.

NOW THIS DEED WITNESSETH as follows :-

## SECTION I

### RIGHTS AND OBLIGATIONS OF OWNERS

1. The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Lot and the Estate together with the appurtenances thereto and the entire rents and profits thereof **SAVE AND EXCEPT** the First Assignee's Unit assigned to the First Assignee as aforesaid and the Common Areas and Facilities 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 sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations provided in the **SECOND SCHEDULE** hereto, and the covenants and provisions contained in this Deed.
4. The Owner or Owners for the time being (including the First Owner) 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 any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Lot and the Estate together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Estate which may be held therewith **PROVIDED THAT** any such transaction shall be expressly subject to and with the benefit of this Deed.
6. (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held **PROVIDED ALWAYS THAT** the provisions of this Clause, subject to the Government Grant, do 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 a private flat roof or private roof, balcony, utility platform or area for air-conditioner shall not be sold, assigned, mortgaged, charged, leased, licensed, disposed of or otherwise dealt with separately from the Residential Unit with which the private flat roof or private roof, balcony, utility platform or area for air-conditioner is held.
- 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. The allocation of Management Units to the Units in Phase 2 shall be specified in the Sub-Deed in respect of Phase 2 and such allocation shall adopt the same basis for the allocation of the Management Units to the Units in Phase 1.

## 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 (and in addition to any other rights which it may have reserved under the said Assignment to the First Assignee or otherwise) have the sole, absolute and exclusive right (whether acting by itself or by any of the professionals, contractors and agents engaged, appointed or employed by the First Owner) in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit and without the consent or concurrence of any other Owners, the Owners' Committee, the Owners' Corporation or the Manager (save as otherwise restricted as in below) 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 and its specific assigns :-

- (a) The following exclusive rights and liberties of the First Owner in relation to the Commercial Development or any part thereof:-
- (i) Without prejudice to the generality of Clause 8(c) hereof, the right to apply to, negotiate and agree with the Government to amend, vary, modify, accept or enter into the Government Grant (including any plans annexed thereto) or any conditions thereof, or to obtain waiver, no-objection letter or licence (hereinafter collectively called the “Commercial Development Variation”), in so far as the same relates to the Commercial Development or any part thereof, from time to time for such purposes and in such manner as the First Owner in its absolute discretion shall decide or deem fit without the concurrence or approval of any Owner, and to execute any modification letter, waiver letter, no-objection letter, licence, deed of variation or any other Commercial Development Variation or modification document(s) in connection therewith in the name of the First Owner alone without the necessity of joining in any other Owner, and any such amendment or variation or modification shall be binding on the Owners Provided That such amendment, variation or modification will not interfere with the other Owners’ right to the exclusive use occupation and enjoyment of their Units. In exercise of the right under this Sub-clause, the First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused. The Commercial Development Variation of the Government Grant shall not give to the other Owners any right of objection or action against the First Owner.
- (ii) The right at any time hereafter subject to the approval of the Building Authority (if required) to change, amend, vary, add to or alter the Building Plans including but not limited to the alteration amendment and variation of the design or appearance of the external walls, surfaces and facade of and/or forming part of the Commercial Development or any part thereof or the user, the staircases (if any), the internal partitions or the layout of the Commercial Development or any part thereof, and the erection and construction of any additional staircases within the Commercial Development, and the right to carry out all or any construction works for implementation of and in accordance with such amended Building Plans and/or the Government Grant (with Commercial Development Variation), and to do everything necessary therefor or incidental thereto including but not limited to the demolition and/or construction and/or relocation of any part(s) (whether structural or otherwise) of the Commercial Development subject to the approval of the relevant government authorities and in

accordance with all relevant ordinances and regulations, from time to time for such purposes and in such manner as the First Owner in its absolute discretion shall decide or deem fit without the concurrence or approval of any Owner Provided That such change, amendment, variation, addition or alteration will not interfere with the other Owners' right to the exclusive use occupation and enjoyment of their Units. In exercise of the right under this Sub-clause, the First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused.

- (iii) The right to enter into one or more Sub-Deed or Sub-Deeds in respect of the Commercial Development or any part thereof for the purpose including but not limited to sub-allocating or re-allocating Undivided Shares and/or Management Units relating thereto and designating any part(s) of the Commercial Development as the Commercial Development common areas and facilities without joining in Owners of other parts of the Estate Provided That the provisions of such Sub-Deed(s) shall not contradict the provisions herein nor adversely affect the rights, interests or obligations of any Owner not bound by such Sub-Deed(s) and Provided Further That the total number of Undivided Shares and Management Units in respect of the Commercial Development as specified in this Deed or the relevant Sub-Deed(s) shall remain unaltered.
- (iv) The right to enter into and upon the Common Areas and other parts of the Estate and the Lot with or without contractors, agents, workers and other persons authorised by the First Owner, and with or without all necessary equipment, plant, materials and machinery for the purposes of carrying out all or any works for implementation of and in accordance with the Building Plans (amended as aforesaid) and/or the Government Grant (with the Commercial Development Variation), and to do everything necessary therefor or incidental thereto, including but not limited to the demolition and/or construction and/or relocation of any part(s) (whether structural or otherwise) of the Commercial Development subject to the approval of the relevant government authorities and in accordance with all relevant ordinances and regulations. In exercise of the right under this Sub-clause, the First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused.
- (v) To display, install, erect, affix or permit to be displayed, installed, erected or affixed upon the external walls, surfaces and facade of and/or forming part of the Commercial Development or any part thereof logos, posters and other

advertising signs or structures whatsoever and whether illuminated or not (including but not limited to structures for LED screen and display) as the Owner of the Commercial Development deems fit and to amend, vary, alter or modify the design or appearance of the external walls, surfaces and facade of and/or forming part of the Commercial Development or any part thereof, but any works shall be carried out subject to the approval of the relevant government authorities and in accordance with all relevant ordinances and regulations.

- (vi) To alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Commercial Development or any part thereof (hereinafter referred to as “the Commercial Development Services”) at any time at its absolute discretion without the consent of the Manager, or other Owners PROVIDED THAT (I) proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Commercial Development Services so as to ensure that no damage is caused to those services and facilities within or appertaining to the Lot or any part thereof which are not serving exclusively the Commercial Development or any part thereof and (II) the First Owner shall make good any damages caused thereby.
- (vii) To install, erect, affix, construct and/or build any fittings, fixtures, finishes, partitions and/or other erections and to do all acts or things for the purposes of decorating, fitting out, improving, renovating or upgrading the Commercial Development or any part(s) thereof including the exterior surfaces, external facade and external walls of and/or forming part of the Commercial Development at any time or times and in such manner as the First Owner may deem fit and the right to enter into and upon any part of the Lot and the Estate with or without workmen and equipment at all reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes aforesaid causing as little disturbance as is reasonably practicable and making good any damage caused by such entry 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.
- (viii) To maintain, renew, improve, change and alter the external facade and external walls of and/or forming part of the Commercial Development and to enter into and upon any parts of the Estate with or without workmen and equipment at all reasonable times upon giving prior written notice for any or all of the purposes aforesaid causing as little disturbance as is reasonably practicable and making good any damage caused by such entry.

- (ix) The right to use or let or licence any Advertising Space 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, boards, panels or projections whatsoever, and also to change the shape, design, appearance and the lighting of any advertising spaces (whether illuminated or not and/or whether by means of LED display or otherwise and/or whether or not extending outside the exterior of the Estate and/or boundary of the Lot, including but not limited to a signage or display board to be displayed, installed, erected, affixed, attached or projected on the external walls of the Estate and which shall not be a breach of any provision in this Deed) and the right to install, remove, repair, maintain, service or replace the same at any time and from time to time and the right to enter into and upon any part of the Common Areas of any kind or description with or without workmen and equipment at all reasonable times and from time to time on giving prior reasonable written notice (except in the case of emergency) for any or all of the purposes aforesaid. For the avoidance of doubt, the First Owner or the Owner(s) for the time being of the Advertising Space shall have the right at any time and from time to time to demolish, remove, replace, change, alter or substitute the Advertising Space (including but not limited to the entire thickness of the relevant external walls and/or curtain walls) in such manner as it/they may deem fit in its/their absolute discretion. The exercise of the above right by the First Owner or the Owner(s) for the time being of any advertising space at any time shall not give to the Owners and/or the Manager any right of action against the First Owner or the Owner(s) thereof for the time being for damages, compensation, injunction or otherwise.
- (x) The right to name and/or to change the name of the Commercial Development as a whole 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.
- (xi) In the event that any prior consent or approval of an Owner of a Unit may be required by any Government authority, the right to obtain from that Owner, such consent or approval which shall not be unreasonably withheld and shall

be provided free of charge Provided That the Owner's right to the exclusive use occupation and enjoyment of his Unit shall not thereby be interfered with.

- (b) The right to enter into one or more Sub-Deed(s) in respect of Phase 2 for the purpose of including but not limited to designation of Estate Common Areas and Facilities located in Phase 2 and the Residential Common Areas and Facilities located in Phase 2 and sub-allocating Undivided Shares and/or Management Units relating thereto, further defining and regulating the rights, interests and obligations of the Owners thereof or making further provisions for the management, maintenance and servicing without joining in Owners of other parts of the Estate Provided That the provisions of such Sub-Deed(s) shall not conflict with the provisions of this Deed and shall not adversely affect the rights, interests or obligations of any Owner not bound by such Sub-Deed(s) to hold, use, occupy and enjoy his own Unit.
- (c) The right to apply to, negotiate and agree with the Government to amend, vary, modify, accept or enter into the Government Grant (including any plans annexed thereto) or any conditions thereof, or to obtain waiver, no-objection letter, licence or any other modification document(s) (hereinafter collectively called the "Variation"), from time to time for such purposes and in such manner as the First Owner in its absolute discretion shall decide or deem fit without the concurrence or approval of any Owner, and to execute any modification letter, waiver letter, no-objection letter, licence, deed of variation or any other Variation modification document(s) in connection therewith in the name of the First Owner alone without the necessity of joining in any other Owner, and any such Variation shall be binding on the Owners Provided That such Variation will not interfere with the other Owners' right to the exclusive use occupation and enjoyment of their Units and that all premium and fees payable to the Government in connection with such Variation of the Government Grant shall be borne and paid by the First Owner unless such Variation is required by the Government and relates to or benefits the entire or a substantial part of the Lot and the Estate in which event, such premium and fees shall be borne and paid by the Owners in proportion to the number of Undivided Shares respectively held by them. The Variation of the Government Grant shall not give to the other Owners any right of objection or action against the First Owner.
- (d) The right at any time hereafter subject to the approval of the Building Authority (if required) to change, amend, vary, add to or alter the Building Plans including but not limited to the alteration amendment and variation of the user or the layout of the Estate or any part thereof, including Phase 2 for the purposes of constructing and completing Phase 2, and the right to carry out all or any works for

implementation of and in accordance with such amended Building Plans and/or the Government Grant (with Variation), and to do everything necessary therefor or incidental thereto, including but not limited to the demolition and/or construction and/or relocation of any part(s) (whether structural or otherwise) of the Estate, from time to time for such purposes and in such manner as the First Owner in its absolute discretion shall decide or deem fit without the concurrence or approval of any other Owners, Provided That such change, amendment, variation, addition or alteration will not interfere with the other Owners' right to the exclusive use occupation and enjoyment of their Units. In exercise of the right under this Sub-clause, the First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused.

- (e) The right to effect surrenders and/or dedication of any part or parts of the Lot and/or the Estate to the Government either pursuant to the Government Grant or otherwise or whenever required by the Government so to do and the First Owner shall be at liberty to surrender to the Government or dedicate the same for public use in such form and manner as it shall in its absolute discretion think fit free from any claim or demand of any Owner including but without limitation any claim for compensation provided that an Owner's right to hold use occupy and enjoy his Unit shall not be interfered with.
- (f) The right to assign the Undivided Shares relating to the Common Areas and Facilities or any part or parts thereof to the Manager free of cost or consideration to be held on trust for all the Owners subject to this Deed. The Manager shall hold such Undivided Shares as trustee for all Owners for the time being.
- (g) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed or the Owners' Corporation (if formed), the right to install, affix, maintain, alter, repair, service, replace, renew and remove any one or more chimneys, flues, pipes, masts, conduits, plant, machinery, equipment, lightning conductors and lighting fixtures, systems for broadcast transmission and reception, including, without limitation, communal aerial broadcast and distribution systems, microwave distribution systems, aerials, dishes, antennae, transmitters, transponders, receivers, tuners and the ancillary equipment and connections thereto and other fixtures or structures of whatsoever kind on or within any part or parts of the Common Areas and Facilities and the right to enter into and upon any part of the Lot and the Estate with or without workmen and equipment at all reasonable times on giving prior reasonable written notice (except in the case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do to any other person on such terms as the First Owner may deem fit PROVIDED ALWAYS THAT the exercise of any of

such rights shall not interfere with the exclusive use, occupation or enjoyment of the Units by other Owners or Occupiers of the Units PROVIDED THAT any consideration received therefor (including any payment received for the approval) as a result of the exercise of such rights under this Sub-clause shall be credited to the Special Fund.

- (h) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed or the Owners' Corporation (if formed), the right to designate and declare by deed any area or part or parts of the Estate the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be additional Estate Common Areas and Facilities or additional Residential Common Areas and Facilities whereupon with effect from such designation and declaration such additional Estate Common Areas and Facilities or additional Residential Common Areas and Facilities (as the case may be) shall form part of the Estate Common Areas and Facilities or the Residential Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Estate Common Areas and Facilities or the Residential Common Areas and Facilities (as the case may be) PROVIDED THAT in making such designation and declaration the First Owner shall not interfere with or affect an Owner's exclusive right to hold, use and occupy the Unit which such Owner owns.
- (i) The full right and liberty to utilize in whole or in part the balance of the maximum plot ratio, buildable floor area and/or site coverage of the Lot for the time being and at any time permitted under the Buildings Ordinance (Cap. 123) or under the Government Grant or otherwise including any concessions or bonus which may be granted by the Building Authority or obtained as a result of modification of the Government Grant.
- (j) At its own cost and expense the rights to enter into and upon all parts of the Lot and the Estate with all necessary equipment, plant and materials for the purposes of completing or commissioning the construction of the Estate (including but not limited to Phase 2) or any part thereof or the development of the Lot or any part thereof and carrying out any other works in, under, on or over the Lot and the Estate as it may from time to time see fit. The right of the First Owner to enter the Lot and the Estate to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner. The First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Lot and the Estate that the Owners, their tenants, servants, agents or licensees may or may not use while such

works are being carried out and the First Owner shall not incur any liability of any nature whatsoever to any Owner by reason of such construction works provided that the Owner's right to hold, use, occupy and enjoy the Unit which he owns shall not be interfered with And Provided that the First Owner shall at its own expense make good any damage that may be caused by or arise from such construction or other works or such right of entry, and shall ensure that such works shall cause the least disturbance and inconvenience and shall indemnify all loss and damage resulting from the First Owner exercising the right under this Sub-clause (j).

- (k) The right to adjust and/or re-align the boundary of the Lot and to negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender, extension or re-grant provided that the First Owner shall be fully responsible for any relevant premium or premia (if any) payable to the Government including administrative fees unless such adjustment and/or re-alignment of the boundary is required by the Government and for that purpose to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owners PROVIDED THAT the exercise of such right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns.
- (l) The right at its own cost and expense to alter the use of any part of the Estate to other uses and to apply to, negotiate and agree with the Government with a view to alter, amend, vary or modify the Government Grant (including the plan(s) annexed thereto) or any conditions thereof or subject to the approval of the Owners' Committee (if formed) to procure a licence or easement from the Government for installing on government land pipes, sewers, subways or other facilities serving the Lot and/or the Estate or any part thereof in such manner as the First Owner may deem fit without the concurrence or approval of the Owners and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in the Owners and any such alteration or amendment or variation or modification or licence or easement shall be binding on and for the benefit of the Owners and no such alteration or amendment or variation or modification or licence or easement shall give to any Owner any right of action against the First Owner provided that the exercise of this right shall not interfere with an Owner's right and privilege to hold, use and enjoy his Unit provided further that the First Owner shall be fully responsible for any relevant premium or premia (if any) payable to the Government including administrative fees unless such alteration amendment variation or modification of the Government Grant is required by the Government and any monetary compensation so obtained by the

First Owner shall go into the respective management funds insofar as it relates to that part of the Lot and the Estate.

- (m) The right at its own cost and expense to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Lot and the Estate or partly within the Lot and the Estate and adjoining land to supply utilities services and recreational facilities to the Lot and the Estate and/or to any other adjoining adjacent or neighbouring lands and to grant licence or otherwise permit or grant the right so to do any of the aforesaid to any person on such terms and conditions as the First Owner may deem fit provided that the exercise of such rights shall not contravene the provisions of the Government Grant and shall not affect or interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns and any payment (if any) received shall be credited to the Special Fund.
- (n) 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 as the First Owner shall deem fit PROVIDED THAT the exercise of such right shall not affect or interfere with (i) the right of an Owner and/or an Occupier to hold, use, occupy and enjoy the part of the Estate which he owns or occupies (as the case may be) and (ii) the enjoyment of the Common Areas and Facilities by the Owners and Occupiers.
- (o) As long as the First Owner is an Owner, the right to change the name of the Estate or any part or parts thereof at anytime upon giving six months' notice to the Owners, and the right to give a new name to Phase 2, and the First Owner and the Manager shall not be liable to any Owner, Occupier or other persons having an interest in the Estate for any damages, claims, costs or expenses resulting therefrom or in connection therewith.
- (p) In the event that any prior consent or approval of an Owner of a Unit may be required by any Government authority, the right to obtain the same from that Owner for all matters in respect of this Clause 8, such consent or approval shall not be unreasonably withheld and shall be provided free of charge.
- (q) The right to allocate and/or sub-allocate and/or re-allocate the Undivided Shares and/or Management Units reserved to Phase 2 PROVIDED THAT the total number

of Undivided Shares and/or Management Units in respect of Phase 2 as specified in this Deed shall remain unaltered.

- (r) The right to construct and complete Phase 2 at such time or times and in such manner as shall be determined by the First Owner in its absolute discretion And the right to change, amend, vary, add or alter the boundaries of Phase 2 subject to the approval by the relevant Government authorities without the concurrence or approval of the Owners or any parties hereto.

For the avoidance of doubt, the rights reserved under this Clause 8 shall apply with respect to Phase 2 as well as Phase 1.

- 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) Every assignment of the Unit shall include a covenant in substantially the following terms: "The Purchaser covenants with the Vendor for itself and as agent for City Fair Development Limited ("the Company" which expression shall include its successors assigns and attorneys) 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 its successors and assigns that :-
  - (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 8 of a Deed of Mutual Covenant and Management Agreement dated the                    day of                    20                    and the Covenanting Purchaser shall not do or permit anything to be done which

- will in any way affect or hinder the exercise of the said rights by the Company;
- (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
  - (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Company as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
  - (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

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

### SECTION III

#### MANAGER AND MANAGEMENT CHARGES

- 10. (a) Subject to the provisions of the Ordinance and Sub-clause (c) of this Clause 10, the parties hereto have agreed with the Manager for the Manager to undertake the management and maintenance of the Lot and the Estate for an initial term of two (2) years from the date of appointment under this Deed and to be continued thereafter 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) resignation of the Manager in accordance with paragraph 6 of Schedule 7 to the Ordinance; or
  - (ii) prior to the formation of the Owners' Corporation, upon the passing of a resolution by a majority of votes of the Owners voting either personally or by proxy and supported by Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) at an Owners' meeting convened for the purpose to terminate the Manager's appointment without compensation by the Owners' Committee giving to the Manager not less than three (3) 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; or
  - (iv) the termination of the Manager's appointment by the Owners' Corporation in accordance with paragraph 7 of Schedule 7 to the Ordinance.
- (b) If the Manager's appointment ends for any reason, the Manager shall comply with the obligations as set out in paragraph 8 of Schedule 7 to the Ordinance.
- (c) For the avoidance of doubt and notwithstanding anything to the contrary contained in this Deed, it is expressly declared that :-
- (i) for so long as the First Owner remains the sole legal Owner of Phase 2, the First Owner shall be responsible at its own costs and expenses and to the exclusion of the Manager for the management and maintenance thereof including all works constructed or in the course of construction thereon, Provided that after the issuance of the Occupation Permit in respect of Phase 2 and execution of the Sub-Deed thereof, the First Owner shall appoint the Manager under the relevant Sub-Deed to manage and maintain the same on the terms and conditions as contained in this Deed.
  - (ii) for so long as the First Owner or a single Owner remains or is the sole Owner of the whole of the Commercial Development, the First Owner or the single Owner shall be entitled and have the right to manage, maintain and control the Commercial Development (whether by itself or a manager appointed by it) to the exclusion of the Manager provided that in the event Units in the Commercial Development are disposed of individually by the First Owner or the single Owner, the First Owner or the single Owner shall

appoint the Manager under the relevant Sub-Deed to manage and maintain the Commercial Development on the terms and conditions as contained in this Deed.

11. Upon termination of the Manager's appointment 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 (other than the Owners' Committee when acting as Manager) for the performance of its duties hereunder shall not be more than 10% of the total annual Management Expenses (excluding the amount for the Manager's Fee itself and capital expenditure or expenditure drawn out of the Special Fund) reasonably and necessarily incurred in the good and efficient management of the Lot and the Estate. Prior to the issuance of the Occupation Permit and execution of the Sub-Deed in respect of Phase 2, the Management Expenses shall only cover Phase 1 and the Manager's Fee shall be calculated accordingly and paid only by the Owners of Phase 1. 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. The percentage of total annual Management Expenses against which the Manager's Fee is calculated shall not be varied except by a resolution passed at a meeting of the Owners 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 convened under this Deed at its absolute discretion decide to include in such calculation any capital expenditure or expenditure drawn out of the Special Fund at the rate at which Manager's Fee is then charged or at such lower rate as the Owners consider appropriate.
- (b) The Manager's Fee as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary, bonuses, fringe benefits, compensation, severance payment and fees for any staff serving the

Lot and 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) In the determination of the total amount of Management Expenses, the Manager shall observe and comply with paragraph 1 of Schedule 7 to the Ordinance.
- (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 prior to the issuance of the Occupation Permit and execution of the Sub-Deed in respect of Phase 2, the Manager shall, subject to Sub-clause (d) below, prepare three separate and independent draft annual Management Budgets in accordance with Clause 14 of this Deed setting out the estimated management expenditure of Phase 1 during the financial year unless and until the issuance of the Occupation Permit and execution of the Sub-Deed in respect of Phase 2. After the issuance of the Occupation Permit and execution of the Sub-Deed in respect of Phase 2, the Manager shall, subject to Sub-clause (d) below, prepare three separate and independent draft annual Management Budgets in accordance with Clause 14 of this Deed setting out the estimated management expenditure of the Lot and the Estate as a whole during the financial year Provided That the first draft annual Management Budgets to be prepared by the Manager shall cover the period from the date of this Deed until the 31st day of December of that year unless that period shall be less than 6 months in which event it shall cover the period from the date of this Deed until the 31st day of December of the following year and all subsequent draft annual Management Budgets shall be prepared by the Manager at least 1 month prior to the commencement of the financial year and such subsequent draft annual Management Budgets (other than the first draft annual Management Budgets) shall be prepared in consultation with the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).
- (c) Subject to Clause 12(a) above, the Management Expenses shall cover all expenditure which is to be necessarily and reasonably incurred and 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 (including but not limited to the artificial lighting and backup emergency system serving the staircases);

- (ii) the charges for the supply and consumption of electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Common Areas and Facilities;
- (iii) the remuneration and related expenses for the provision of security guard services for the Lot and the Estate and the cost (including but not limited to salaries, bonuses, fringe benefits, compensation as required by laws, severance payment and medical insurance) of employing executives, clerical staff, accountants, caretakers, security guards, watchmen, cleaners, and such other staff to manage and administer the Lot and the Estate and the Common Areas and Facilities therein and the expenses of purchasing or hiring all necessary plant, equipment and machinery;
- (iv) the cost and expense of inspecting, maintaining and repairing the foundations, columns and other structures (except those structures forming parts of the relevant Units) constructed or to be constructed for the support of the Estate and the drains nullahs sewers pipes watermains and channels and such other areas whether within or outside the Lot that are required to be maintained under the Government Grant;
- (v) the Government rent of the Lot payable under the Government Grant Provided only if no apportionment or separate assessments have been made for individual Units and the Manager decides, in its discretion, that the same shall be included as part of the management expenditure and the Government rent (if any) in respect of the Common Areas and Facilities;
- (vi) the expenses of refuse collection, storage and disposal in respect of the Lot and the Estate and the Common Areas and Facilities;
- (vii) the premia for insurance of the Common Areas and Facilities against damage by fire and/or such other perils up to the full new reinstatement value thereof and of the Manager for and on behalf of itself as the Manager of the Lot and the Estate and the Owners of the Lot and the Estate against third party or public liability or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager including a due proportion of premia for the insurance cover of the employer's liability to cover the employees employed by the headquarters

office(s) of the Manager for the Estate as well as any other lands, developments and buildings and such due proportion of premia shall be related to and necessarily and reasonably incurred in the management of the Estate;

- (viii) a sum for contingencies;
- (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) any tax payable by the Manager on any of the sums held by it under the provisions of this Deed Provided However That any tax payable on the Manager's Fee shall be borne and paid by the Manager;
- (xii) the cost of inspecting, repairing and maintaining the Slopes and Retaining Walls (if any) the maintenance of which is the liability of the Owners under the Government Grant or this Deed and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual;
- (xiii) the licence fees (if any) payable to the Government for laying of drains and channels which serve the Estate within or under the Government land adjacent to the Lot;
- (xiv) any other costs, charges and expenses properly and reasonably incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or any Sub-Deed in respect of any part or parts of the Lot and the Estate;
- (xv) the expenses for cultivation, irrigation and maintenance of the planters and landscaped areas on the Common Areas and Facilities, and in particular the Greenery Areas and the Covered Landscaped Areas;
- (xvi) all costs and expenses incurred in connection with the environmental control and protection in respect of the Lot and the Estate and the Common Areas and Facilities;
- (xvii) the cost of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Estate;
- (xviii) the costs and expenses for the control, operation, management and maintenance of the Recreational Areas and Facilities;

- (xix) the administrative fees or expenses of any description whatsoever charged by the providers of the credit or electronic means of payment effected by Owners;
- (xx) all costs and expenses incurred in relation to maintaining any section of the connection works which is constructed within Government land in connecting any drains and sewers from the Lot to the Government storm-water drains and sewers in observing and complying with the Government Grant;
- (xxi) all costs and expenses incurred by the Manager for the repair, maintenance and reinstatement of the transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Estate;
- (xxii) all costs and expenses for the carrying out and implementation of the plans of the Fire Safety Management Plan and the fire services system serving the Common Areas and Facilities, including but not limited to the maintenance, repair, replacement and annual inspection of the fire services installations / measures or other fire safety provisions specified in the Fire Safety Management Plan serving the Common Areas and Facilities;
- (xxiii) the costs and expenses to provide a suitable CCTV imaging device and trained personnel to operate the device, or to secure a contract with a service provider for conducting inspection of the concealed drainage pipes (if any) of the Estate by a suitable CCTV imaging device, and for regular inspection on a specified interval as proposed by the Authorized Person to alert any early signs of water leakage and pipe joint/pipe brackets conditions; and
- (xxiv) any other items of expenditure which are necessary for the administration, management and maintenance of the Lot and the Estate including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses incurred by the Manager in respect thereof or such proportion of reasonable expenses of support/back up services (if any) which are necessary for the management of the Lot and the Estate which are provided by the headquarters office(s) of the Manager for the Estate as well as any other lands, developments and buildings and for such purposes, the Manager shall be entitled to apportion any such items of expenditure or (as the case may be) a due proportion thereof which 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.

- (d) Prior to the issuance of the Occupation Permit and execution of the Sub-Deed in respect of Phase 2, the Manager shall prepare the Management Budgets to cover the estimated management expenditure of Phase 1 only. Where the Occupation Permit in respect of Phase 2 has been issued and a Sub-Deed in respect of Phase 2 has been executed in a year at the preparation of the budget in respect of that year, the Manager shall revise the Management Budgets to include the estimated management expenditure of Phase 2 to the intent that no Owner in Phase 1 shall become liable to pay any Management Charges attributable to Phase 2 before the issuance of the Occupation Permit and execution of the Sub-Deed in respect of Phase 2.
14. (a) Subject to Clause 13(d) above, the Manager shall, prior to the issuance of the Occupation Permit and execution of the Sub-Deed in respect of Phase 2, prepare the following three separate and independent budgets showing the total management expenditure of Phase 1 for the ensuing year in consultation with the Owners' Committee except the first year :-
- (i) the Phase 1 Estate Management Budget which shall show the estimated Phase 1 Estate Management Expenses and the Manager's Fee with reference to the Phase 1 Estate Management Expenses;
  - (ii) the Phase 1 Residential Management Budget which shall show (aa) the estimated the Phase 1 Residential Management Expenses and the Manager's Fee with reference to the Phase 1 Residential Management Expenses, and (bb) a due proportion of the expenditure in accordance with the Phase 1 Estate Management Budget mentioned in Sub-clause (a)(i) above which due proportion shall be the same proportion as the number of the Management Units allocated to all the Residential Units in Phase 1 bears to the total number of Management Units allocated to Phase 1 of the Estate as specified in Part (I) of the Fourth Schedule hereto;
  - (iii) the Commercial Management Budget which shall show (aa) the estimated Commercial Management Expenses and the Manager's Fee with reference to the Commercial Management Expenses and (bb) a due proportion of the expenditure in accordance with the Phase 1 Estate Management Budget mentioned in Sub-clause (a)(i) above which due proportion shall be the same proportion as the number of Management Units allocated to the Commercial Development bears to the total number of Management Units allocated to Phase 1 of the Estate as specified in Part (I) of the Fourth Schedule hereto.

For the avoidance of doubt :-

- (A) it is expressly agreed and declared that each of the above three 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 managed and maintained by the First Owner as provided in Clause 10(c)(ii) 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) Subject to Clause 13(d) above, the Manager shall, after the issuance of the Occupation Permit in respect of Phase 2 and execution of the Sub-Deed thereof, prepare the following three 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 and must keep separate management accounts for each of such budgets:-
- (i) Estate Management Budget which shall show the estimated Estate Management Expenses and the Manager's Fee with reference to the Estate Management Expenses;
  - (ii) the Residential Management Budget which shall show (aa) the estimated Residential Management Expenses and the Manager's Fee with reference to the Residential Management Expenses and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget mentioned in Sub-clause (b)(i) above which due proportion shall be the same proportion as to the number of the Management Units allocated to all the Residential Units of the Estate bears to the total number of Management Units allocated to the Estate; and
  - (iii) the Commercial Management Budget which shall show (aa) the estimated Commercial Management Expenses and the Manager's Fee with reference to the Commercial Management Expenses and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget mentioned in Sub-clause (b)(i) above which due proportion shall be the same proportion as to the number of the Management Units allocated to the Commercial Development bears to the total number of Management Units allocated to the Estate.

For the avoidance of doubt :-

- (A) the number of Management Units allocated to all the Residential Units of the Estate shall be the aggregate of (i) the total number of Management

Units specified in Part (I)(A) of the Fourth Schedule hereto, and (ii) the number of Management Units allocated to all the Residential Units within Phase 2 as specified under the Sub-Deed in respect of Phase 2

- (B) the number of Management Units allocated to the Commercial Development shall be as specified in Part (I)(B) of the Fourth Schedule hereto or (in the event units in the Commercial Development are disposed of individually) the number of Management Units allocated to all the Units within the Commercial Development as specified under the relevant Sub-Deed in respect thereof;
  - (C) the total number of Management Units allocated to the Estate shall be the aggregate of (i) the total number of Management Units specified in Part (I) of the Fourth Schedule hereto, and (ii) the total number of Management Units specified in Part (II) of the Fourth Schedule hereto;
  - (D) it is expressly agreed and declared that each of the above three 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
  - (E) in the event that the Commercial Development is managed and maintained by the First Owner as provided in Clause 10(c)(ii) hereof, the Commercial Management Budget to be prepared by the Manager shall cover only the expenditure referred to in Clause 14(b)(iii)(bb) hereof.
- (c) (1) Subject to Sub-clauses (2) and (3) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000 or such other sum in substitution therefor as the Secretary for Home and Youth 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 28A(1) of the Ordinance.
- (2) Subject to Sub-clause (3) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the relevant annual Management Budget or such other percentage in substitution therefor

as the Secretary for Home and Youth 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 28A(1) of the 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 28A(1) of the 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' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
  - (ii) where there is no Owners' Corporation, if :-

- (I) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
  - (II) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.
- (d) Subject to the provisions in Schedule 7 to the Ordinance, the procurement of supplies, goods or services by the Manager or the Owners' Committee that involves an amount in excess of or likely to be in excess of the sum of HK\$200,000 (or such other sum in substitution therefor as the Secretary for Home and Youth Affairs may specify by notice in the Gazette) or an amount which is or is likely to be more than 20% of the relevant annual Management Budget (or such other percentage in substitution therefor as the Secretary for Home and Youth Affairs may specify by notice in the Gazette), whichever is lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in Section 28A(1) of the Ordinance will apply to the Manager or the Owners' Committee with appropriate variations.
- (e) In relation to any contract for the procurement of any supplies, goods or services, the Manager and the Owners' Committee shall observe and comply with Section 28A, Section 28B, Section 28C, Section 28D, Section 28E and Section 28F of the Ordinance.
- (f) The Manager shall :-
  - (i) send a copy of the draft annual Management Budget 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 Budget in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days;
  - (ii) send or display, as the case may be, with the copy of the draft annual Management Budget a notice inviting each Owner to send his comments on the draft annual Management Budget to the Manager within a period of 14 days from the date the draft annual Management Budget was sent or first displayed;
  - (iii) after the end of that period, prepare annual Management Budget specifying the total estimated management expenditure during the financial year;

- (iv) send a copy of the annual Management Budget 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 the annual Management Budget in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days.
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 appropriate share of the Management Charges, having regard to the number of the Management Units allocated to his Unit. After the issuance of Occupation Permit relating to Phase 1, the First Owner shall make payments and contributions for those expenses which are of a recurrent nature for those Units and Undivided Shares unsold in Phase 1.
- (b) Prior to the issuance of the Occupation Permit and execution of the Sub-Deed in respect of Phase 2, and subject as hereinafter provided in this Clause, the amount of the monthly or other contributions payable by each Owner of Phase 1 to the relevant annual Management 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 in Phase 1 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 Phase 1 Residential Management Budget prepared under Clause 14(a)(ii) above, which due proportion shall be the same proportion as the number of Management Units allocated to his Residential Unit bears to the total number of Management Units allocated to all the Residential Units in Phase 1 as specified in Part (I)(A) of the Fourth Schedule hereto;.
  - (ii) The Owner of each Unit in the Commercial Development 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 Commercial Management Budget prepared under Clause 14(a)(iii) above, which due proportion shall be the same proportion as the number of Management Units allocated to his Unit in the Commercial Development bears to the total number of Management Units allocated to all the Units in the Commercial Development as specified in Part (I)(B) of the Fourth Schedule.

PROVIDED THAT so long as the entire Commercial Development shall remain beneficially owned by the First Owner or a single Owner, Sub-clause (b)(ii) above shall not apply and the following shall be substituted therefor :

"The First Owner or a single Owner as the sole Owner of the Commercial Development shall pay in advance on the first day of each calendar month 1/12th of the total expenditure in accordance with the Commercial Management Budget referred to in Sub-clause (a)(iii) of Clause 14."

(c) After the issuance of the Occupation Permit and execution of the Sub-Deed in respect of Phase 2, and subject as hereinafter provided in this Clause, the amount of the monthly or other contributions payable by each Owner to the relevant annual Management 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 prepared under Clause 14(b)(ii) above, which due proportion shall be the same proportion as the number of Management Units allocated to his Residential Unit bears to the total number of Management Units allocated to all the Residential Units of the Estate.

For the avoidance of doubt :-

(aa) the number of Management Units allocated to each Residential Unit within Phase 1 shall be those specified in Part (I)(A) of the Fourth Schedule hereto;

(bb) the number of Management Units allocated to each Residential Unit within Phase 2 shall be those allocated under the Sub-Deed in respect of Phase 2;

(cc) the total number of Management Units allocated to all the Residential Units of the Estate shall be the aggregate of (i) the total number of Management Units specified in Part (I)(A) of the Fourth Schedule hereto, and (ii) the total number of Management Units allocated to all the Residential Units within Phase 2 as specified under the Sub-Deed in respect of Phase 2;

(ii) The Owner of each Unit in the Commercial Development 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 Commercial Management Budget prepared under Clause 14(b)(iii) above, which due proportion shall be the same proportion as the number of Management Units allocated to his Unit in the Commercial Development bears to the total number of Management Units allocated to all the Units in the Commercial Development as specified in Part (I)(B) of the Fourth Schedule.

PROVIDED THAT so long as the entire Commercial Development shall remain beneficially owned by the First Owner or a single Owner, Sub-clause (c)(ii) above shall not apply and the following shall be substituted therefor :

"The First Owner or a single Owner as the sole Owner of the Commercial Development shall pay in advance on the first day of each calendar month 1/12th of the total expenditure in accordance with the Commercial Management Budget referred to in Sub-clause (b)(iii) of Clause 14."

- (d) (i) Where at any time any Management Budgets prepared by the Manager are revised as hereinafter provided in Clause 16 hereof there shall be added to or deducted from the amount of the Advance Payment payable on the first day of each month for the remainder of the current financial year after such revision an amount equal to the difference between the relevant Management Charges in respect of the current financial year payable by the Owner concerned prior to such revision and the relevant Management Charges payable by that Owner in accordance with the revised Management Budget divided by the number of complete months from the date of such revised Management Budget to the end of the then current financial year;
  - (ii) On the first day of the month immediately following the close of any financial year and on the first day of each of such subsequent months before the Management Budget for the then financial year shall have been prepared and approved there shall be paid on account an amount equal to the Advance Payment by that Owner based on the total amount of Management Expenses for the previous financial year.
- (e) For so long as the First Owner remains the Owner of Phase 2 in respect of which a Sub-Deed has not yet been executed, the First Owner shall be responsible at its own costs and expenses and to the exclusion of the Manager for the management and maintenance thereof including all works constructed or in the course of construction thereon and except as hereinafter provided an Owner of Phase 2 shall not be required to contribute towards the budgeted Management Expenses and the

relevant account(s) of the Special Fund in respect of Phase 2 in respect of which a Sub-Deed has not yet been executed.

- (f) Notwithstanding anything herein contained, 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 this Deed then the Manager or the Owners' Corporation shall be exempted from contributing to the Management Charges for such Undivided Shares relating to the Common Areas and Facilities.
16. (a) Where a Management Budget has been sent or displayed in accordance Clause 14(f)(iv) hereof and the Manager wishes to revise it, the Manager shall follow the same procedures in respect of the revised Management Budget as apply to the draft Management Budget and the Management Budget by virtue of Clause 14(f) hereof.
- (b) Where a revised annual Management Budget is sent or displayed in accordance with Sub-clause (a) above, the total amount of the Management Expenses for that financial year shall be the total management expenditure or proposed 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.
- (c) The Manager may recoup such deficiency by increased monthly instalments save that in exceptional circumstances it may be recovered by special contribution in one lump sum as the Manager shall see fit to require. Revision of budget shall not take effect until after 3 months following the effective date of the budget for the then current financial year.
- (d) In the event of a surplus of income over expenditure for a financial year, the surplus shall be treated as accumulated surplus 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 lift,

staircase(s), 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 any Unit therein, then the full amount of such expenditure shall be borne by the Owners thereof accordingly.
19. (a) For the purpose of paragraph 4 of Schedule 7 to the Ordinance, there shall be established and maintained by the Manager one Special Fund with the following separate accounts for different component parts of the Common Areas and Facilities :-
  - (i) A separate account of the Special Fund designated for the Estate Common Areas and Facilities which shall be applied towards payment of expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually relating to the Estate Common Areas and Facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Estate Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Estate Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for all Owners for the time being.
  - (ii) A separate account of the Special Fund designated for the Residential Common Areas and Facilities which shall be applied towards payment of expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually relating to the Residential Common Areas and Facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Units for the time being.
  - (iii) In the event Units in the Commercial Development are disposed of individually, a separate account of the Special Fund designated for the Commercial Development common areas and facilities which shall be

applied towards payment of expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually relating to the Commercial Development common areas and facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Commercial Development common areas and facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Commercial Development common areas and facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all the Units in the Commercial Development for the time being. For the avoidance of doubt, so long as the Commercial Development is being managed and maintained by the First Owner or a single Owner as provided in Clause 10(c)(ii) hereof, the Manager shall not be required to establish and keep this part of the Special Fund for the Commercial Development.

For the avoidance of doubt,

- (aa) before the issuance of the Occupation Permit and execution of the Sub-Deed in respect of Phase 2, the above separate accounts of the Special Fund shall only be designated for different component parts of the Common Areas and Facilities in Phase 1; and
  - (bb) it is expressly declared that the above separate accounts of the Special Fund shall be treated as completely separate and independent funds so that any surplus or deficit in one account shall not be taken into account in the others.
- (b) Subject to Sub-clauses (c) and (e) below and except where the First Owner has made payments in accordance with Sub-clause (c) below, each Owner shall upon taking up the assignment of his Undivided Share(s) from the First Owner deposit with the Manager a sum equivalent to two (2) months of his monthly contribution to the Management Charges based on the relevant first Management Budget as an initial contribution to all the relevant part(s) of the Special Fund provided that if an Owner is liable to contribute to more than one part of the Special Fund, the Manager shall apportion such initial total contribution to the relevant parts of the Special Fund in such reasonable manner as the Manager may deem fit provided further that the total initial contribution to the Special Fund by any Owner in respect of each Unit shall be equivalent to 2/12th of the first year's budgeted Management Expenses payable in respect of each Unit.
- (c) Subject to Sub-clause (e) below, 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 (with respect to Phase 1) or the Sub-Deed (in respect of Phase 2) (as the case may be) 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 of its monthly contribution to the Management Charges based on the relevant first Management Budget as an initial contribution to the relevant part(s) of the Special Fund in the respective amount specified in Sub-clause (b) above in respect of such unsold Unit(s).

- (d) Subject to Sub-clause (e) below, each Owner hereby covenants with the other Owners to make further periodic contributions to the relevant part(s) of the Special Fund on demand and the amount(s) to be contributed in each financial year and the time when those contributions will be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.
  - (e) The Owner(s) of Phase 2 shall not be required to make any such contribution(s) to the relevant part(s) of the Special Fund for the period prior to the issuance of the Occupation Permit in respect of Phase 2 and execution of the Sub-Deed thereof.
  - (f) The Manager shall observe and comply with the obligations as set out in paragraphs 4(3), 4(3A), 4(3B) and 4(4) of Schedule 7 to the Ordinance in relation to the opening and maintenance of bank accounts, the display of evidence of any account so opened and maintained and the payment of all money received by it in respect of the Special Fund into such accounts.
  - (g) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed). The Manager must not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Estate.
  - (h) The payments made by the Owners towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
20. (a) Except where the First Owner has made payments in accordance with Sub-clause (b) below, the Owner of each Unit (save and except the First Owner as provided in Sub-clause (b) below) 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 of such Owner's monthly contribution to the Management Charges based on the first annual Management Budget as payment in advance of monthly contribution to the

Management Charges of his Unit(s) which sum shall not be refundable nor transferable;

- (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 or any Sub-Deed a sum equal to three (3) months of the monthly contribution to the Management Charges payable by him in respect of his Unit(s) based on the first annual Management Budget which deposit shall be non-interest bearing and shall not be used by such Owner to set off against any contribution payable by him under this Deed or any Sub-Deed and which deposit shall be transferable but not refundable;
- (iii) pay to the Manager a sum equivalent to one (1) month of the Owner's monthly contribution to the Management Charges based on the first annual Management Budget in respect of each Residential Unit owned by such Owner for defraying the initial outgoings and expenses of the Estate and the collection or removal of debris which sum shall not be refundable nor transferable Provided That any part of such sum not used for the aforesaid purpose shall be paid into the relevant part(s) of the Special Fund; and
- (iv) insofar as the First Owner has not made any payment of the deposits referred to in this Sub-clause in respect of the relevant Unit or the Owner has not paid the same to the Manager, pay to the Manager a due proportion of the deposits of water meters, electricity etc. for the Common Areas and Facilities or part thereof which have been paid or will be paid by the Manager to the relevant utility companies, such due proportion of the deposits shall be transferable but not refundable.

Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed) the Manager shall have the right to set off the deposit against any sums payable by an Owner under this Deed or any Sub-Deed; the Manager shall be under no obligation to exercise such right of set-off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed or any Sub-Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to 3 times the then current monthly contribution to the Management Charges payable in respect of the Unit(s) which he owns. The Manager may require the Owners to further contribute to the deposit referred to in Clause 20(a)(ii) above so as to make it up to

not more than 25% of the relevant budgeted Management Expenses under the relevant annual Management Budgets per Unit payable by them in respect of their relevant Unit(s) of any subsequent year.

- (b) The First Owner shall in respect of any Unit(s) in that part of the Estate the construction of which has been completed and which remain unsold within three (3) months after (i) the date of this Deed (with respect to Phase 1) or the relevant Sub-Deed (with respect to Phase 2) (as the case may be) (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 or any Sub-Deed a sum equal to three (3) months of the monthly contribution to the Management Charges payable in respect of such unsold Unit(s) based on the first annual Management Budget which deposit shall be non-interest bearing and shall not be used by the First Owner to set off against any contribution payable by it under this Deed or any Sub-Deed and which deposit shall be transferable but not refundable; and
  - (ii) pay to the Manager a sum equivalent to one (1) month of the Owner's monthly contribution to the Management Charges based on the first annual Management Budget in respect of each of such unsold Residential Unit for defraying the initial outgoings and expenses of the Estate and the collection or removal of debris which sum shall not be refundable nor transferable Provided That any part of such sum not used for the aforesaid purpose shall be paid into the relevant part(s) of the Special Fund for the Residential Development.

For the avoidance of doubt, (i) the First Owner shall be entitled to recover the aforesaid deposit and payment from its assignees of the said unsold Units and (ii) the First Owner shall not be obliged to contribute the said deposit and payment in respect of Units and Undivided Shares allocated to a separate Phase, the construction of which has not been completed, except to the extent that the Phase benefits from the provisions of this Deed as to management and maintenance of the Estate..

- (c) In the event where any Owner shall carry out any decoration or fitting out work in his own Residential Unit or Unit in the Commercial Development, such Owner shall submit his written decoration application to the Manager and pay to the Manager a sum of HK\$5,000.00 (subject to review by the Manager) in respect of his Residential Unit or Unit in the Commercial Development 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 decoration and fitting out of or the delivery of furniture items to his Residential Unit or Unit in the Commercial Development. Such costs, depending upon the nature of works to be carried out, shall be reasonably fixed by the Manager whose decision shall be final and binding upon the Owner. If the Owner fails to pay on demand the said costs or any part thereof, the Manager shall have the power to apply the said deposit towards such costs and to further recover any deficit from the Owner. Upon completion of the decoration and fitting out work of and the delivery of furniture items to his Residential Unit or Unit in the Commercial Development, 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. All outgoings (including Government rent, rates, Management Expenses) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Estate held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.
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 Special Fund. The Manager may provide such additional service in its own discretion and shall not have duty to perform the same.
  - (b) To charge the Owner concerned a reasonable sum as an administrative fee for granting and processing any consent required from the Manager pursuant to this Deed Provided That such administrative fee shall form part of the Special Fund.
23. (a) The Manager may collect from licensees, tenants and other Occupiers of the Common Areas and Facilities or any part thereof such sum or sums not otherwise required to pay and contribute to the Management Expenses such sum or sums not otherwise required to pay as the Manager shall in his absolute discretion determine and such sum or sums collected shall form part of the Special Fund.

(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 Special Fund.

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 Fund.

25. All amounts which become payable by any Owner in accordance with the provisions of this Deed or any 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 or any 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 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 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 Sub-Deed within thirty (30) days of demand, 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 (on a solicitor and own client basis) 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. The Manager may discontinue providing management services to those Owners who fail to pay fees or to comply with any provisions under this Deed and/or any Sub-Deed.

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 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 60 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 Special Fund.
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 or any Sub-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 or credited to the Special Fund, where appropriate.
31. All money paid to the Manager including but not limited to those sums collected pursuant to this Deed and any Sub-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 or any Sub-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 Special Fund paid under this Deed to the intent that all such funds shall be held and applied for the management of the Lot and the Estate irrespective of changes in ownership of the Undivided Shares in the Lot and the Estate PROVIDED THAT any deposit paid under Clauses 20 (a) and (b) may be transferred into the name of the new Owner of such Undivided Shares and PROVIDED FURTHER 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 60 of this Deed, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished in proportion to their Management Units.
33. The first financial year for the purpose of management of the Lot and the Estate or any part or parts thereof shall commence from the date of this Deed and shall terminate on the 31st day of December of that year unless that period shall be less than 6 months in which event it shall cover the period from the date of this Deed until the 31st day of December of the following year and thereafter the subsequent financial years shall commence on the 1st day of January and shall terminate on the 31st day of December of such years PROVIDED THAT the Manager shall have the right to change the financial year at any time but the financial year may not be changed more than once in every 5 years unless that change is previously approved by a resolution of the Owners' Committee (if the same has been established) upon giving notice published in the public notice boards of the Estate.
34. The Manager shall observe and comply with paragraph 3 of Schedule 7 to the Ordinance in relation to bank account(s) in respect of the management of the Estate.
35. The Manager shall observe and comply with paragraph 2 of Schedule 7 to the Ordinance in relation to keeping of accounts.
36. Prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require the annual accounts to be audited by an independent auditor of their choice.
37. Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Estate for

and on behalf of all Owners in accordance with the provisions of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorised under this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority but subject to the provisions of the Ordinance to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including in particular the following but without in any way limiting the generality of the foregoing :-

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and any Sub-Deed;
- (b) 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;
- (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured to the full new reinstatement value in respect of the Common Areas and Facilities as comprehensively as reasonably possible and in particular against loss or damage by fire or such other perils as the Manager shall deem fit, and in respect of public liability and/or occupiers liability and liability as employer of the employees of the Manager employed in connection with the management of the Lot and the Estate or provided by the headquarters office(s) of the Manager for the Estate as well as any other lands, developments and buildings 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 and where the insurance taken out by the headquarters office(s) of the Manager covers the Estate as well as any other lands, developments and buildings, a due proportion of premia required to keep such insurance policies in force and such due proportion of premia shall be related to and necessarily and reasonably incurred in the management of the Lot and the Estate;
- (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, including but not limited to the artificial lighting and backup emergency system serving the staircases, 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 those parts of the external walls (including the curtain walls thereof) which form parts of the Common Areas and Facilities, elevations, facade, canopies, architectural fixtures and fittings thereof but excluding windows and window frames except those situate in the Common Areas and Facilities and excluding the openable parts and such pieces of glass panels forming part of the curtain wall structures of the Estate and wholly enclosing or fronting a Residential Unit 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 or glass panels of the curtain wall structures or glass wholly enclosing or fronting a Residential Unit 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, decorate, control, operate and manage the Recreational Areas and Facilities, the Greenery Areas and the Covered Landscaped Areas, 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 and maintain and keep the same in a safe, clean, neat, tidy and healthy condition;
- (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 absolute discretion deem necessary or desirable and to keep the lifts, escalators (if any) and fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;
- (k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property or land and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Lot or the Estate or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;

- (l) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior or interior of the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (m) To replace any glass in the Common Areas and Facilities that may be broken;
- (n) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (o) To prevent refuse from being deposited on the Lot and the Estate or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Lot and the Estate and arrange for its disposal at such regular intervals and to maintain in or off the Lot and the Estate refuse collection facilities to the satisfaction of the relevant Government authorities;
- (p) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (q) 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 Occupiers 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 provided such fares and fees 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);
- (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 lease, license, install, maintain and operate or contract for the leasing, licensing, installation, maintenance and operation of the communal radio and/or television aerials and/or satellite dishes and/or satellite master antenna television system and/or cable television system which serve the Estate;
- (u) 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;

- (v) 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 (Cap.4A) (or any provision amending or in substitution for the same) or otherwise;
- (w) 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, the Occupation Permit, this Deed or any Sub-Deed or the Estate Rules;
- (x) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Lot and the Estate any provisions of the Government Grant, this Deed or any Sub-Deed or the Estate Rules;
- (y) 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;
- (z) To prevent any person from overloading the floors, escalators or lifts of the Estate or any part or parts thereof;
- (aa) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Estate;
- (ab) 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 in accordance with the provision of this Deed;

- (ac) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants, surveyors and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants for and in connection with the management and maintenance of the Lot and the Estate and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the management of the Lot and the Estate, Provided That where any major contract involves sums in excess of 20% of the total amount of the relevant annual management budget, such major contract shall be awarded in accordance with the provisions in Clause 14 above;
- (ad) 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 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;
- (ae) To ensure that all Owners or Occupiers of any part of the Estate maintain the Units owned or occupied by them in a proper and satisfactory manner and if there be any default on the part of any such Owners or Occupiers and such default continues after notice has been given by the Manager to such Owners or Occupiers, may but shall not be bound to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or Occupiers;
- (af) To charge the Owners for the temporary or permanent use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris Provided That such charges shall form part of the Special Fund;
- (ag) 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;
- (ah) To charge the Owners for all costs and consultant's fees reasonably and necessarily incurred in granting any consent required from the Manager in accordance with the provisions of this Deed or any Sub-Deed. For the avoidance of doubt, such consent must not be unreasonably withheld and the Manager (other than the reimbursement as aforesaid) must not charge any fee other than a reasonable administrative fee for issuing such consent and such fee must be credited to the Special Fund;

- (ai) From time to time to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Estate;
- (aj) Upon default of the Owner or Owners in repairing and/or maintaining and/or replacing the plumbing and drainage facilities and/or any other services and facilities or any part or parts thereof the repair and/or maintenance and/or replacement of which is such Owner's or Owners' responsibility under this Deed or any Sub-Deed, may but shall not be bound to enter with or without workmen at all reasonable times on written notice (except in case of emergency) into all parts of the Estate including any Unit for the purpose of inspecting the plumbing and drainage facilities and any other services and facilities and to replace or repair at the expenses of the Owner or Owners concerned any part or parts of the plumbing and drainage facilities and any other services and facilities which shall leak;
- (ak) To enter with or without workmen or equipment at all reasonable times on written notice (except in case of emergency) into and upon any Unit or the private flat roofs or private roofs forming part or parts of a Unit and to lay, maintain, alter, repair or remove any drainage and other pipes or any other services and facilities thereon for the common use and benefit of the Owners and to erect thereon scaffolding platform and other equipment for repairing or maintaining such plumbing and drainage facilities or other services and facilities or any part of the Estate;
- (al) To forbid any Owner who defaults in payment of any amounts due from him under the provisions of this Deed or any Sub-Deed or otherwise fails to observe or perform any of the terms and conditions herein contained whether or not such Owner occupies such Unit, his tenants and licensees the use of the Common Areas and Facilities until such default is rectified Provided That such Owner's right of access to and from such Unit and the passage of water, gas, drainage, electricity, telecommunications and other utilities to and from such Unit shall not be interrupted;
- (am) To post the address of the Unit of any Owner in default or in breach of the terms and conditions of this Deed or any Sub-Deed together with particulars of the default or breach on the public notice boards of the Estate;
- (an) To grant such easements, quasi-easement, rights, privileges, licences and informal arrangements as it shall be necessary to ensure the efficient management of the Lot and the Estate and shall not contravene the provisions of the Government Grant and shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units, and any payment received shall be credited to the Special Fund;

- (ao) 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;
- (ap) Subject to the prior approval of the Owners' Committee (if any when it is formed) or the Owners' Corporation (if formed), to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Lot or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities or any part thereof and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Government Grant and PROVIDED FURTHER THAT any income therefrom shall be credited to the Special Fund;
- (aq) Subject to the prior approval of the Owners' Committee (if any when it is formed) or the Owners' Corporation (if formed), to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes and other installations, fittings, chambers and other equipment and structures within the Lot and the Estate which the Manager shall reasonably deem appropriate PROVIDED THAT such grant of easements and rights of any other kind shall not contravene the terms and conditions contained in the Government Grant and PROVIDED FURTHER THAT any income therefrom shall be credited to the Special Fund;
- (ar) 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 or any Sub-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;
- (as) To deal with all enquiries, complaints, reports and correspondence relating to the Lot and the Estate as a whole;
- (at) To grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion think fit or consider appropriate PROVIDED THAT all income arising therefrom shall form part of the Special Fund and be dealt with in accordance with the provisions of this Deed and any Sub-Deed;

- (au) To remove any dogs, cats or other animals or fowls from the Residential Development if the same are brought into the Residential Development and has been the cause of reasonable complaint (in the sole discretion of the Manager) by the different Owners or Occupiers of at least four Residential Units;
- (av) 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;
- (aw) 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 as it shall deem appropriate which shall not be inconsistent with this Deed or any Sub-Deed, the Ordinance or the provisions of the Government Grant;
- (ax) Subject as otherwise provided in this Deed to give or withhold its written consent or approval (such consent or approval not to be unreasonably withheld) to anything which requires its consent or approval pursuant to this Deed or any Sub-Deed or the Estate Rules and to impose reasonable conditions or additional reasonable conditions relating thereto and where any consent or approval is required from the Manager by an Owner, any sum imposed by the Manager as a consideration for the granting of such consent or approval shall be held by the Manager for the benefit of the Owners and paid into the Special Fund and the Manager shall be entitled to charge a reasonable administrative fee for issuing such consent;
- (ay) Subject as otherwise provided in this Deed, the Government Grant and the provisions of the Ordinance, 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;

- (az) 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;
- (ba) 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;
- (bb) In the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities, to surrender the same or any part thereof to the Government and the Manager is **HEREBY APPOINTED** the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose;
- (bc) Subject to the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation (if any), to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion consider appropriate;
- (bd) To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities including the Recreational Areas and Facilities, and 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;
- (be) 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;
- (bf) 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 or affix on the external wall, roof, private roof, flat roof, private flat roof, top roof, balcony and/or utility platform scaffolding and/or other equipment necessary for proper repair and maintenance of the plumbing facilities, the external walls and windows of the Estate Provided That the Manager shall make good any damage caused thereby and shall ensure that the least disturbance is caused;

- (bg) To repair and maintain the drains and channels and drainage system whether within or outside the Lot and whether or not serving the Estate which are required to be maintained pursuant to the Government Grant, this Deed and any Sub-Deed;
- (bh) To engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition, and to carry out any necessary works in respect 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;
- (bi) 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;
- (bj) At the request of the Owners' Corporation, to give to the Owners' Corporation the management of the Lot and the Estate free of costs and to assign the Undivided Shares relating to the Common Areas and Facilities to the Owners' Corporation, without 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;
- (bk) To forbid any Owner of the Residential Units who defaults in payment of any amounts due from him under the provisions of this Deed or any 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;
- (bl) 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 Recreational Areas and Facilities;
- (bm) To organize any activities as the Manager may consider appropriate to promote the concept of green life and the environmental awareness of the Owners and Occupiers and to encourage them to participate in such activities with a view to improving the environmental conditions of the Estate;

- (bn) To provide reasonable occupational health and safety equipment/facilities to the management staff of the Estate and contractors recruited or employed by the Manager;
- (bo) To maintain regularly on a recurrent basis the Works and Installations;
- (bp) To enter into service agreements with the provider(s) of the telecommunications network for the provision of the telecommunications network services to the Estate;
- (bq) To manage, maintain and control the parking of vehicles in the Common Areas and to remove any motor vehicles parked in any area not reserved for parking or motor vehicle parked in any Common Areas without the permission of the Manager;
- (br) To impound and/or remove any vehicle parked anywhere on or in the Common Areas not so designated for parking or which shall cause an obstruction or which is contrary to the provisions of this Deed and any Sub-Deed or any Estate Rules and any damage caused to such vehicles during or as a consequence of such impoundment or removal shall be the sole responsibility of the owner thereof;
- (bs) To impose charges for any such impoundment or removal and recover such penalties on default in payment and to exercise a lien on the vehicle concerned for such charges and penalties Provided That all such charges and penalties shall be paid to the Special Fund;
- (bt) To conduct regular inspection of the pipework of the Estate at specified intervals as proposed by the Authorized Person so as to alert any signs of water leakage and pipe joints or pipe brackets condition;
- (bu) To engage registered fire services installation contractor(s) to conduct regular inspection on an annual basis of the Open Kitchen Units to ensure that there is no alteration or tampering or removal or obstruction of smoke detectors and alarm, sprinklers and the full height wall having a half hour fire rated barrier and any other fire services installations / measures or fire safety provisions provided within such Units in accordance with the applicable Fire Safety Management Plan;
- (bv) To implement the Fire Safety Management Plan including but not limited to, assist the Owners of Open Kitchen Units in arranging and carrying out annual inspection and maintenance of the fire services installations / measures or fire safety provisions of the relevant Open Kitchen Unit and submit the maintenance certificate to the Fire Services Department, and to take all steps necessary or expedient for preventing Owners of Open Kitchen Units from carrying out alterations to the said fire services system as forbidden in Clause 79 of this Deed and any Sub-Deed, and to provide permanent notice at the Common Areas to

remind Owners and Occupiers of Open Kitchen Units not to remove or tamper any fire safety provisions;

- (bw) To make suitable arrangement for distribution and allocation of any additional electricity supply to be provided to the Estate by the power supply company from time to time as the Manager shall in its absolute discretion think fit to the distribution to any part of the Estate, including but not limited to, the Commercial Development in a fair and reasonable manner;
- (bx) To grant access to the power supply or other public utilities suppliers or their staffs, contractors, workers or agents a free and unobstructed right of way and (where applicable) vehicular access to go pass and repass to such areas of the Estate as provided by the First Owner to the power supply or other public utilities suppliers to maintain the transformer room and cable accommodations of the Estate or any Common Facilities and to carry out reinstatement work to the same if rendered necessary by the installation, connection, repair or replacement of the equipment of the power supply or other public utilities suppliers. For the avoidance of doubt, all materials and equipment provided by the power supply or other public utilities suppliers shall at all times remain the ownership and property of such power supply company or public utilities suppliers;
- (by) 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;
- (bz) In the event of the covenants specified in Clause 76 being in breach by an Owner of the Non-enclosed Area (as defined therein), the Manager, without prejudice to the right of the other co-owners, shall have the right to demand the defaulting Owner to rectify the breach forthwith and if necessary to reinstate the Non-enclosed Area to its original state under the Building Plans and if the defaulting Owner shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants. 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;
- (ca) To enforce the due observance and performance of Clauses 47 to 50 of the Third Schedule hereto;
- (cb) To control, operate, manage and maintain the Recreational Areas and Facilities;
- (cc) Upon reasonable notice (except in an emergency), to access into those Residential Units consisting of private flat roof and/or private roof (with or without the Manager's agents, workmen and staff and with or without other appliances,

equipment and materials) for operating the building maintenance system, including but not limited to the anchoring of the gondola or likewise equipment at the brackets located at the building perimeter along such part of the Common Areas and Facilities adjacent to the private flat roof and/or private roof forming part of a Residential Unit (whether or not such anchors or brackets are located at the internal surface of the kerb abutting on the private flat roof and/or private roof forming part of a Residential Unit) and/or the resting of the gondola or likewise equipment on the private flat roofs and/or private roofs forming part of any Residential Unit, for cleaning, maintaining and/or repairing the Common Areas and Facilities, provided always that the Manager shall cause as little disturbance as possible and shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents. The Owner(s) of such Residential Unit(s) shall not do or suffer to be done on such private flat roofs and/or private roofs anything which may cause obstruction to the gondola and/or the brackets for anchoring of the gondola or likewise equipment and/or the resting of the gondola or likewise equipment on such private roofs and/or private flat roofs as aforesaid;

- (cd) To provide suitable CCTV imaging device and trained personnel to operate the device, or secure a contract with a service provider for conducting inspection of pipework by a suitable CCTV imaging device, and for regular inspection of a specified interval as proposed by the Authorized Person or any other authorized person (as defined in the Buildings Ordinance (Cap.123)) as appointed by the Manager to alert any early signs of water leakage and pipe joints/pipe brackets conditions;
- (ce) To grant licence(s) to or engage such operator(s) as the Manager may in its reasonable discretion deem fit to operate or contract for the operation of such recreational activities at the Recreational Areas and Facilities and to charge the users of such services and activities provided such fees as the Manager may agree with the operator(s) and to terminate and/or suspend such services and activities at any time or times as the Manager may deem fit;
- (cf) In the event of the covenants specified in Sub-clauses (i) and (ii) of Clause 79(a) being in breach by an Owner of the Open Kitchen Units (as defined therein), the Manager, shall have the right to take such steps as it may in its absolute discretion consider necessary to reinstate, repair and/or replace the fire services installations / measures or other fire safety provisions installed in his Open Kitchen Units in accordance with the Fire Safety Management Plan and all such costs and expenses for the reinstatement, repair and replacement of the fire services installations /

measures or other fire safety provisions shall be borne and paid by the defaulting Owner to the Manager; and

- (cg) 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 current annual Management Budget.

38. The Manager shall have power to enter with or without workmen at all reasonable times on prior reasonable written notice (except in the case of emergency) into and upon all parts of the Lot and the Estate including any Unit for the purposes of checking, inspecting, rebuilding, repairing, altering, renewing, maintaining, cleaning, painting or decorating the Common Areas and Facilities or any part or parts of the Lot and the Estate or abating any hazard or nuisance which does or may affect the Common Areas and Facilities or any part thereof or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed and any Sub-Deed, in particular, (a) to enter upon and access the Commercial Development or any Unit thereof to service, clean, check, inspect, maintain, repair, rebuild, alter, renew and replace the underground trenches, services trenches, sewers, drains, pipes, ducts, surface drain channels and manholes and any other services and facilities or apparatus or equipment laid on or under the ground level (and for such purposes to open up any cover thereof whether or not such cover is the property of the relevant Owner) and the Common Areas and Facilities in particular the piping works and services located in the Commercial Development, and (b) to enter upon and access the Residential Development or any Unit thereof including the private flat roofs and/or the private roofs thereof to inspect, maintain and repair the Common Areas and Facilities 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 at its own costs and expense be responsible for negligent, wilful or criminal acts of the Manager its employee, staff or contractors Provided Further That the Manager shall not be liable or be held responsible for the cosmetic works in relation thereto and without limiting the generality of the foregoing, the Manager shall have power to enter upon and access all parts of the private flat roofs, private roofs, balconies, utility platforms and related parapets (if any and forming part of any Unit) with or without workmen or equipment for the purpose of cleaning, painting, repairing and maintaining the windows and the external walls including the curtain walls and any common pipes and any Common Facilities of the Estate.

39. 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 and this Deed and any 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.
40. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed or any Sub-Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.
41. (a) The Manager shall have power from time to time (whether before or after the formation of the Owners' Committee) 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, the protection of the environment of the Estate and the implementation of noise abatement, waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such Estate Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the Estate Rules from time to time in force shall be posted on the public notice boards of the Estate and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.
- (b) Such Estate Rules shall be supplementary to the terms and conditions contained in this Deed and any Sub-Deed, the Ordinance and the conditions of the Government Grant and shall not in any way conflict with such terms and conditions, the Ordinance and the conditions of the Government Grant. In case of inconsistency between such Estate Rules and the terms and conditions of this Deed and any Sub-Deed, the Ordinance or the conditions of the Government Grant the terms and conditions of this Deed and any Sub-Deed, the Ordinance and the conditions of the Government Grant shall prevail.
- (c) Without prejudice to the generality of sub-clause (a) above, the Manager shall be entitled, with the approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation (if formed) to make revoke and amend rules regulating and restricting the use of the Recreational Areas and Facilities including the fixing of the payment for use of any of the Recreational Areas and Facilities.

- (d) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such Estate Rules or non-observance thereof by any third party. For the avoidance of doubt, nothing herein shall operate to exclude the liability of the Manager to the Owners for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, agents or contractors.
42. The Manager shall have the right from time to time to appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations hereunder PROVIDED THAT the Manager shall not transfer or assign its duties or obligations hereunder to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Estate in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.

#### SECTION IV

##### EXCLUSIONS AND INDEMNITIES

43. The Manager, its employees, servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed 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 employees, 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. Without in any way limiting the generality of the foregoing, the Manager, its employees, servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of : -
- (a) any defect in or failure or breakdown of any of the Common Areas and Facilities, or
  - (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Lot and the Estate, or
  - (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Lot and the Estate, or
  - (d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or

- (e) theft, burglary or robbery within the Lot and the Estate, or
- (f) typhoon, Act of God, force majeure;

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

44. 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 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 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

45. (a) The Manager shall convene the first meeting of the Owners as soon as possible but in any event not later than nine months after the date of this Deed (and to convene further and subsequent meetings if required) to :-
- (i) appoint an Owners' Committee and the chairman thereof; or
  - (ii) appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance.
- (b) Subject to Sub-clause (c) below, the Owners' Committee shall consist of 5 members of which,

- 4 members shall be elected by the Owners of the Residential Development in Phase 1,
  - 1 member shall be elected by the Owners of the Commercial Development,
- or of such number of members as the Owners may from time to time by resolution at a meeting of the Owners decide.
- (c) After the assignment of a Unit in respect of Phase 2 has been taken up by the relevant Owner(s), the total number of members of the Owners' Committee shall be 9 members, of which 4 members shall be elected by the Owners of Tower 1 of the Residential Development, 4 members shall be elected by the Owners of Tower 2 of the Residential Development and 1 member shall be elected by the Owners of the Commercial Development, or of such number of members as the Owners may from time to time by resolution at a meeting of the Owners decide.
46. The Owners' Committee shall meet at such times as occasion shall require and in any event not less than once a year and the functions of the Owners' Committee shall include 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 or the Ordinance.
47. (a) The following persons shall be eligible for membership of the Owners' Committee :-
- (i) 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.

- (ii) Any adult family member of close connection with the Owner duly authorised by the Owner which authorization shall be in writing addressed to the Manager and may be revoked and another appointment made at any time on notice in writing being given to the Manager. For the purpose of this Sub-clause, "family member of close connection with the Owner" shall mean any one of the grand-parents, parents, spouse, children, grand-children or siblings of the Owner. The Owner is obliged to provide satisfactory documentary proof to the Manager to show his relationship with such family member upon request.
- (b) 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.
- (c) Notwithstanding Sub-clauses (b) and (c) of Clause 45, the Owners' Committee may continue to act for convening a meeting of the Owners for the purpose of filling the vacancies in the Owners' Committee if the number of the members of the Owners' Committee (i) prior to the assignment of a Unit in respect of Phase 2 has been taken up by the relevant Owner(s), is below 5, or (ii) after the assignment of a Unit in respect of Phase 2 has been taken up by the relevant Owner(s), is below 5, or the number of the members of the Owners' Committee as decided by resolution at a meeting of the Owners (if the Owners have so resolved).
- (d) A member of the Owners' Committee appointed by the Owners of any component part of the Estate in respect of which no Sub-Deed has been entered into 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.
- (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) For the avoidance of doubt, the Owner's Committee shall not be entitled to deal with any matter relating to Phase 2 prior to the issuance of the Occupation Permit and execution of the Sub-Deed in respect of Phase 2.

48. 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) In the case of a member is (i) an Owner, he ceases to be an Owner of Undivided Shares, (ii) appointed by an Owner being a corporate body, the corporate body ceases to be an Owner of Undivided Shares, or (iii) an adult family member of close connection with an Owner duly authorised by such Owner, such Owner ceases to be an Owner of Undivided Shares.

In any of the events provided for in Sub-clauses (a), (c), (d), (f) or (g) above, the Manager or the Owners' Committee 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 and if no meeting of the Owners has been convened or no appointment is made to fill the vacancy at a meeting of the Owners or by the Owners who are entitled to appoint the member concerned, the Owners' Committee may make an appointment to fill the vacancy till the next general meeting of the Owners.

49. The provisions of Schedule 8 to the Ordinance in relation to meetings of the Owners Committee shall be applicable and incorporated in and form part of this Deed.

50. 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 the Ordinance, this Deed or any Sub-Deed.

51. The Manager shall appoint a representative to represent the Manager in all its business and dealings with the Owners' Committee and such representative, if so requested by the Owners' Committee 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.

52. 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.

53. 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.

54. 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.
55. 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.
56. 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. All charges received shall be credited to the Special Fund.

## SECTION VI

### MEETING OF OWNERS

57. 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 first meeting of Owners shall be convened by the Manager as soon as possible but not later than 9 months after the date of this Deed, the business of which shall include the appointment of a chairman and the members of the Owners' Committee or to appoint a management committee for the purpose of forming an Owners' Corporation.
  - (b) 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 15 months following the first meeting of the Owners for the purpose of electing the chairman and other members of the Owners' Committee and

transacting any other business of which due notice is given in the notice convening such meeting.

- (c) The provisions of Schedule 8 to the Ordinance in relation to meetings of the Owners shall be applicable and incorporated in and form part of this Deed.
58. (a) Any resolution on any matter concerning the Lot and the Estate passed by a simple majority of votes at a duly convened meeting of the Owners present in person or by proxy and voting in proportion to number of Undivided Shares held at such meeting shall be binding on all the Owners of the Lot and the Estate Provided as follows :-
- (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
  - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
  - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed or any Sub-Deed.
  - (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers and duties of the Manager conferred on the Manager under this Deed or any Sub-Deed.
- (b) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (c) Where any Undivided Share has been assigned or charged by way of mortgage or charge, then subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such Undivided Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the registered mortgagee or chargee is in possession or has foreclosed or has appointed a receiver to manage such Undivided Share.
59. For the purpose of Clauses 57 and 58 of this Deed, unless otherwise expressly stated, any reference to "Owner" or "Owners" shall exclude the Owner of the Common Areas and Facilities. The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any fees or charges under this Deed. Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Ordinance or otherwise.

## SECTION VII

### EXTINGUISHMENT OF RIGHTS

60. 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 unfit for habitation or use, the Manager or the Owners' Committee or the Owners of not less than seventy five percent (75%) of the Undivided Shares allocated to the damaged part(s) of the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting of the Owners of the damaged part(s) of the Estate and such meeting may resolve by a resolution of not less than seventy five percent (75%) of those present at the meeting whether or not to rebuild or reinstate the damaged part(s) of the Estate and such resolution passed is to be binding upon all the Owners of the damaged part(s) of the Estate. If it shall be resolved that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild the damaged part(s) of the Estate then in such event the Undivided Shares in and of the damaged part(s) of the Estate shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares 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 damaged part(s) of the Estate shall likewise be distributed amongst such Owners. In such event all the rights, privileges, obligations and covenants of such Owners under this Deed shall be extinguished so far as the same relate to such Owners PROVIDED ALWAYS THAT if it is resolved by a resolution of not less than seventy five percent (75%) of those present at the meeting to reinstate or rebuild the damaged part(s) of the Estate the Owners of the damaged part(s) of the Estate shall pay the excess of the cost of reinstatement or rebuilding of the damaged part(s) of the Estate over and above the proceeds recoverable from the insurance of the damaged part(s) of the Estate 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 damaged part(s) of the Estate and be recoverable as a civil debt. For the purpose of this Clause 60 only, "Owners" shall exclude the Owner of the Common Areas and Facilities.
61. The following provisions shall apply to a meeting convened as provided in Clause 60 hereof :-

- (a) (i) Every such meeting shall be convened by at least 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 75% of the total number of Undivided Shares of the damaged part of the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
- (c) 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;
- (d) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (e) Every Owner shall have one vote and in the case of Owners who are co-owners, such Owners shall jointly have one vote and the vote may be cast :-
  - (i) by a proxy jointly and appointed by such Owners;
  - (ii) by one 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, only the vote that is cast, in person or by proxy, by the co-owner whose name, in order of priority, stands highest in the register kept at the Land Registry shall be treated as valid;
- (f) Votes may be given either personally or by proxy;
- (g) The instrument appointing a proxy shall be lodged with the person, or one of the persons, as the case may be, who convened the meeting not less than 24 hours before the time for the holding of the meeting;

- (h) A resolution passed at a duly convened meeting by not less than 75% majority of such Owners present in person or by proxy at such meeting shall be binding on all the Owners of the damaged part(s) 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;
- (i) 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

62. 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.
63. 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 or any Sub-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.
64. Notwithstanding anything herein contained, it is hereby specifically agreed that the respective provisions of Schedule 7 and Schedule 8 to the Ordinance shall be incorporated in and form part of this Deed. In the event of any conflict with any provision in this Deed, the provisions of Schedule 7 and Schedule 8 to the Ordinance shall prevail.
65. 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 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.

66. Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying or using his Unit shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such Unit is deemed to be his address for service.
67. 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 any Sub-Deed or the Ordinance, 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 of the Undivided Share, 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.
68.
  - (a) The First Owner shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation at the management office of the Estate within one (1) month after the date of this Deed. Copies of this Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the management office of the Estate. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction of this Deed and its Chinese translation, the English text of this Deed shall prevail.
  - (b) The First Owner shall deposit a copy of Schedules 7 and 8 to the Ordinance (both English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
69. The First Owner shall prepare or cause to be prepared a set of plans showing the Common Areas and Facilities In Phase 1 which plans are now annexed to this Deed. The accuracy of such plans is certified by or on behalf of the Authorised Person. A set of the plans annexed

hereto showing the Common Areas and Facilities In Phase 1 shall be kept at the management office of the Estate for inspection by the Owners during normal office hours free of costs and charges. The First Owner shall also prepare and cause to be prepared a set of plans showing the Common Areas and Facilities in Phase 2, and 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 Estate after the execution of the Sub-Deed of Phase 2 and may be inspected by the Owners during normal office hours of the Manager free of costs and charges.

70. 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 registered mortgagee is in possession of such Undivided Share or has foreclosed or has appointed a receiver to manage such Undivided Share and duly served written notice of such fact on the Manager PROVIDED THAT once the registered 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.
71. 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.
72. (a) Nothing herein shall contradict, overrule or fail to comply with the provisions of or prejudice in any way the operation of the Ordinance and the Schedules thereto and any amendment or amendments thereof or any substitutions thereof. If any Owners' Corporation is formed under the provisions of the Ordinance, 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. At any time after the formation and during the existence of the Owners' Corporation under the Ordinance, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.
- (b) In respect of communications among Owners, the Manager shall observe and comply with paragraph 4A of Schedule 7 to the Ordinance.

73. (a) The First Owner shall upon execution of this Deed assign the Undivided Shares allocated to the Common Areas and Facilities In Phase 1 to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant and to this Deed.
- (b) The First Owner shall upon execution of the Sub-Deed of Phase 2 assign the Undivided Shares allocated to the Common Areas and Facilities in Phase 2 to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant, this Deed and the relevant Sub-Deed.
- (c) The First Owner or the one single Owner of the Commercial Development shall upon execution of the relevant Sub-Deed(s) in respect of the Commercial Development, assign the Undivided Shares relating to the common areas and facilities in the Commercial Development (to be designated in the relevant Sub-Deed(s)), to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant, this Deed and the relevant Sub-Deed(s).
- (d) Such Undivided Shares relating to the Common Areas and Facilities shall upon such assignment to the Manager be held by the Manager as trustee for all the Owners for the time being and in the event the Manager shall resign or be wound up or have a receiving order made against it or is removed or its appointment otherwise being terminated 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 ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities and entitlements of the Manager contained in this Deed or any Sub-Deed PROVIDED FURTHER THAT when the Owners' Corporation has been formed, it may request the Manager to assign the Undivided Shares allocated to the Common Areas and Facilities and transfer the management responsibilities to it free of costs or consideration, in which event the Owners' Corporation must hold them on trust for the benefit of all the Owners for the time being of Undivided Shares in the Lot and the Estate.
74. (a) The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of the Slopes and Retaining Walls as required by the conditions of the Government Grant and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual.

- (b) The Manager shall have full authority of 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, the Slopes and Retaining Walls in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of Slopes and Retaining Walls. For the purpose of this Sub-clause, the reference to “the Manager” includes the Owners’ Corporation, if formed.
  - (c) All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls.
  - (d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls under the conditions of the Government Grant, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.
  - (e) The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office of the Estate within one month after the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
75. (a) Nothing in this Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.
- (b) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Lot and the Estate and to the Undivided Share(s) in respect thereof.
76. (a) A combined balcony and utility platform which forms part of a Residential Unit (including any area for air-conditioner(s) thereon) and the covered areas underneath the combined balconies and utility platforms including the covered areas underneath the lowest combined balconies and utility platforms, for the purpose of this Deed are designated as “Non-enclosed Area”. The respective locations of such combined balconies and utility platforms (including any areas for air-conditioner(s) thereon) forming part of the Residential Units in Phase 1 are shown and marked “BAL. & UP.” and “A/C” on the plans marked Plan Nos.DMC-05 to DMC-06 (both

inclusive) annexed to this Deed, and the accuracy of such plans is certified by or on behalf of the Authorized Person. The Owner of each Residential Unit which includes a Non-enclosed Area :-

- (i) shall not use a balcony or, as the case may be, a combined balcony and utility platform or permit it to be used for any purpose other than as a balcony or, as the case may be, a combined balcony and utility platform for the proper use and enjoyment of the Residential Unit;
  - (ii) shall not enclose the Non-enclosed Area or any part thereof or permit it to be enclosed wholly or partially above safe parapet height other than as under the Building Plans, it being the obligation of such Owner to keep and maintain the Non-enclosed Area in the designated location and layout as drawn under the Building Plans; and
  - (iii) shall maintain the Non-enclosed Area in good and substantial repair and condition at such Owner's own cost and expense and be responsible for the financial support of the Non-enclosed Area.
- (b) If there is any default on the part of any Owner in observing and fulfilling his obligations set out in Sub-clause (a) above, the Manager shall have the right to serve a written notice to the Owner requiring him to make good the default within a reasonable time limit. If the Owner shall fail to comply with such notice the Manager shall be entitled on giving a reasonable prior notice in writing to report to the Building Authority the non-compliance with the obligations set out in Sub-clause (a) for such enforcement action including prosecution as the Building Authority shall consider necessary or appropriate.
77. (a) The First Owner at its own costs and expenses has prepared a schedule of the Works and Installations in the Estate. The schedule of the Works and Installations is set out in Fifth Schedule to this Deed (subject to revisions as provided for in Sub-clauses (e) and (f) below).
- (b) The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager the Works and Installations Maintenance Manual setting out the following details :-
- (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
  - (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;

- (iii) recommended maintenance strategy and procedures;
  - (iv) a list of items of the Works and Installations requiring routine maintenance;
  - (v) recommended frequency of routine maintenance inspection;
  - (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
  - (vii) recommended maintenance cycle of the Works and Installations.
- (c) The First Owner shall deposit a full copy of the Works and Installations Maintenance Manual in the management office of the Estate within one month after the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (d) The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Estate and such parts of the Estate the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.
- (e) The Works and Installations as set out in the Fifth Schedule hereto and the Works and Installations Maintenance Manual may be revised in future to take into account any necessary changes, including but not limited to addition of Works and Installations in the Estate and the updating of maintenance strategies in step with changing requirements.
- (f) The Owners may, by a resolution of the Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule of the Works and Installations and the Works and Installations Maintenance Manual, in which event the Manager shall procure from a qualified professional or consultant the revised schedule of the Works and Installations and the revised Works and Installations Maintenance Manual within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
- (g) All costs incidental to the preparation of the revised schedule for the Works and Installations and the revised Works and Installations Maintenance Manual shall be paid out of the Special Fund.
- (h) The Manager shall deposit the revised Works and Installations Maintenance Manual in the management office of the Estate within one month after the date of its preparation for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

78. Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions :
- (a) the term of the contract shall not exceed three (3) years;
  - (b) 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
  - (c) 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.
79. (a) The Owners of the Open Kitchen Units shall at their own expense observe and comply with the applicable Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause the other Occupiers of his Open Kitchen Unit to observe and comply with the same. Without prejudice to the generality of but in addition to the foregoing, the Owner of an Open Kitchen Unit in Phase 1 shall observe and comply with the following provisions : -
- (i) not to alter, tamper, remove or obstruct (1) the smoke detector(s) provided inside his Open Kitchen Unit; (2) the smoke detector(s) installed at the common lobby outside his Open Kitchen Unit; (3) the sprinkler head(s) provided at the ceiling immediately above the open kitchen; and (4) the other fire services installations / measures or fire safety provisions provided inside or outside his Open Kitchen Unit as specified in the applicable Fire Safety Management Plan, except with the prior written approval of the Buildings Department, the Fire Services Department, all relevant Government authority or authorities and the Manager;
  - (ii) not to remove, alter or tamper the 600mm (W) half hour fire rated wall (if any) and the full height wall (if any) having an FRR of not less than 30 minutes integrity fire resistance rating and 30 minutes insulation fire resistance rating (-/30/30), adjacent to the flat exit door in his Open Kitchen Unit, except with the prior written approval of the Buildings Department, the Fire Services Department, all relevant Government authority or authorities and the Manager;
  - (iii) to allow the fire services installations / measures or fire safety provisions mentioned in Sub-clause (a)(i) above to be subject to annual inspection conducted by the registered fire services installation contractor(s) ("RFSIC") engaged by the Manager;

- (iv) to maintain and keep the fire services installations / measures or fire safety provisions specified in the applicable Fire Safety Management Plan and installed in his Open Kitchen Unit in good order and working condition; and
  - (v) to allow access for the RFSIC engaged by the Manager to carry out annual inspection, check and maintenance of the fire services installations / measures or fire safety provisions, and to let, lease, license or otherwise part with the possession of his Open Kitchen Unit upon the condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall allow such access for the RFSIC and agree to observe and comply with the provisions contained in this Deed relating to and/or applicable to Open Kitchen Units.
- (b) The Manager shall on behalf of the Owners of the Open Kitchen Units carry out and implement the plans relating to maintenance, inspection and check, staff training, including the course of action to be carried out by building management staff / security officer / security guard, fire action and fire prevention and conduct annual fire drill as set out in the applicable Fire Safety Management Plan. Without limiting the generality of the foregoing, the Manager is hereby given full authority by the Owners of the Open Kitchen Units to engage or employ RFSIC, and the RFSIC shall be responsible for the annual inspection and check, testing, keeping and maintaining in good substantial repair and condition, and carrying out any necessary works and appropriate procedures in respect of the fire services installations / measures or fire safety provisions (including but not limited to those mentioned in Sub-clauses (a)(i) and (a)(ii) above) as specified in and in accordance with the applicable Fire Safety Management Plan and submit the maintenance certificate to the Fire Services Department. For the avoidance of doubt, repair and maintenance of the fire services installations / measures or fire safety provisions of and within an Open Kitchen Unit shall be wholly under the responsibility of the Owner of such Open Kitchen Unit.
- (c) The Manager and the RFSIC shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to carry out check, inspection, testing or maintenance of the fire services installations / measures or fire safety provisions therein (at the cost of the Owner of that Open Kitchen Unit) or verify observance and compliance of provisions referred to in Sub-clause (a) above.
- (d) The First Owner shall deposit a copy of the Fire Safety Management Plan in the management office of the Estate within one month of the date of this Deed for reference by all Owners and the Manager.

- (e) The Owner of an Open Kitchen Unit shall allow the RFSIC engaged by the Manager to reinstall (at the cost of the Owner of that Open Kitchen Unit) the smoke detector(s) inside his Open Kitchen Unit after a fire alarm conducted by the RFSIC.
  - (f) The Manager shall (i) prior to the issuance of the Occupation Permit of Phase 2 and the execution of the Sub-Deed thereof, prepare a separate management budget for the carrying out and implementation of the plans of the Fire Safety Management Plan and the fire services system serving the Open Kitchen Units in Phase 1 exclusively and (ii) after the issuance of the Occupation Permit of Phase 2 and the execution of the Sub-Deed thereof, prepare a separate management budget for the carrying out and implementation of the plans of the Fire Safety Management Plan as a whole and the fire services system serving the Open Kitchen Units exclusively. The Owner of each Open Kitchen Unit shall pay to the Manager his due share of the budgeted expenses for the carrying out and implementation of the plans of the Fire Safety Management Plan and the said fire services system on a monthly basis in accordance with and in proportion to the Management Units allocated to his Unit. For the avoidance of doubt, the Owner of an Open Kitchen Unit in Phase 2 shall not be required to make any such contribution(s) to the said budgeted expenses for the period prior to the issuance of the Occupation Permit in respect of Phase 2 and the execution of the Sub-Deed thereof.
80. The parapet walls or fence walls (“the Partitioning Walls”) separating the flat roofs or roofs of two adjacent Residential Units shall be co-owned by the Owners of such Residential Units and the Owners of such Residential Units shall each have the right to use the interior surface of the wall on his side.. Each Owner of such Residential Unit shall be responsible for the maintenance, management, repair and cleaning of the interior surface of the Partitioning Walls on his side at his own costs and shall make good any damage to any part of the Partitioning Walls arising from his use of the interior surface of the Partitioning Walls on his side. No Owner shall use any portion of the Partitioning Walls so as to interfere with the use and enjoyment of the other Owner. No Owner shall erect any fence or any structure or protrusion (such as spikes or wire) on top of the Partitioning Walls without the written consent of the other and the written consent of the Manager. No Owner of such Residential Units shall put structures of any kind (such as fish ponds or other water features) near to the Partitioning Walls so as to cause leakage of water to the other side of the Partitioning Walls or as to be likely to cause the Partitioning Walls to collapse. If the Partitioning Walls or any portion thereof, except the interior surface of one side, is damaged or injured from any cause other than the act or negligence of either party, it shall be repaired or rebuilt at their joint cost and expense.

81. Any work, whether or not the Manager's consent is required for the same, shall in all respects fully comply with the Buildings Ordinance (Cap. 123) and any Regulations made thereunder and with the requirements of any other relevant ordinances or competent authority and in carrying out such work, an Owner shall cause his servants, agents, contractors and workmen to co-operate fully with the Manager and all servants, agents, contractors and workmen of the Manager and with other Owners, tenants or contractors carrying out work in the Estate. An Owner, his servants, agents, contractors and workmen shall obey and comply with all reasonable instructions and directions which may be given by the Manager in connection with the carrying out of such work.
82. An Owner who applies for the Manager's consent to all matters which require such consent under the terms of this Deed or any Sub-Deed or the Estate Rules shall be bound by the Manager's decision and shall comply with any terms or conditions which the Manager may impose.
83. Prior to the issuance of the Occupation Permit in respect of Phase 2 and so long as the First Owner remains the Owner of Phase 2, the First Owner shall be responsible to provide, at its own costs and expenses, temporary noise abatement and dust protection measures within the Estate in relation to the Units in Phase 1 so as to minimize inconvenience to the Owners and Occupiers of the Units in Phase 1 arising from the continuing construction of Phase 2 as may be required by the Building Authority.

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

(I) Phase 1

(A) Residential Units

<b>Tower 1</b>	<b><u>No. of Residential Unit(s)</u></b>	<b><u>No. of Undivided Shares per Residential Unit</u></b>	<b><u>Total No. of Undivided Shares</u></b>
Flat A on 3/F with Flat Roof	1	415	415
Flat B on 3/F with Flat Roof	1	303	303
Flat C on 3/F with Flat Roof	1	304	304
Flat D on 3/F with Flat Roof	1	305	305
Flat E on 3/F with Flat Roof	1	306	306
Flat F on 3/F with Flat Roof	1	227	227
Flat G on 3/F with Flat Roof	1	227	227
Flat H on 3/F with Flat Roof	1	369	369
Flat J on 3/F with Flat Roof	1	611	611
Flat K on 3/F with Flat Roof	1	274	274
Flat L on 3/F with Flat Roof	1	259	259
Flat M on 3/F with Flat Roof	1	263	263
Flat N on 3/F with Flat Roof	1	244	244
Flat P on 3/F with Flat Roof	1	337	337
Flat A on 5/F to 32/F with BAL & UP	25	431	10775
Flat B on 5/F to 32/F with BAL & UP	25	324	8100
Flat C on 5/F to 32/F with BAL & UP	25	324	8100
Flat D on 5/F to 32/F with BAL & UP	25	324	8100
Flat E on 5/F to 32/F with BAL & UP	25	324	8100
Flat F on 5/F to 32/F with BAL & UP	25	250	6250
Flat G on 5/F to 32/F with BAL & UP	25	249	6225
Flat H on 5/F to 32/F with BAL & UP	25	352	8800
Flat J on 5/F to 32/F with BAL & UP	25	297	7425
Flat K on 5/F to 32/F with BAL & UP	25	250	6250
Flat L on 5/F to 32/F with BAL & UP	25	253	6325
Flat M on 5/F to 32/F with BAL & UP	25	252	6300
Flat N on 5/F to 32/F with BAL & UP	25	252	6300
Flat P on 5/F to 32/F with BAL & UP	25	248	6200
Flat Q on 5/F to 32/F with BAL & UP	25	341	8525
Flat A on 33/F with Flat Roof & Roof	1	879	879
Flat B on 33/F with BAL & UP	1	323	323
Flat C on 33/F with BAL & UP	1	324	324
Flat D on 33/F with BAL & UP	1	324	324
Flat E on 33/F F with BAL & UP	1	250	250
Flat F on 33/F with BAL & UP	1	249	249
Flat G on 33/F with BAL & UP	1	352	352
Flat H on 33/F with BAL & UP	1	297	297
Flat J on 33/F with BAL & UP	1	250	250
Flat K on 33/F with BAL & UP	1	253	253
Flat L on 33/F with BAL & UP	1	252	252
Flat M on 33/F with BAL & UP	1	252	252
<b>Total:</b>	401	<b>Sub-total of (A):</b>	120224

<b>(B)</b>	<b>Commercial Development</b>	<b>Sub-total of (B):</b>	59500
<b>(C)</b>	<b>Common Areas and Facilities In Phase 1</b>	<b>Sub-total of (C):</b>	7941
		<b>Sub Total = (A)+(B)+(C):</b>	<u>187665</u>
<b>(II)</b>	<b>Phase 2</b>		141335
		<b>Total: (I) + (II)</b>	<u><u>329000</u></u>

Notes

- (1) BAL = Balcony
- (2) UP = Utility Platform
- (3) In the numbering of floors, 4/F, 13/F, 14/F and 24/F are omitted.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Benefits and burdens held with Undivided Shares)

PART A : EASEMENTS RIGHTS AND PRIVILEGES HELD WITH EACH UNIT

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

(a) Right of way over and to use the Estate Common Areas and Facilities

Full right and liberty for the Owner for the time being, his tenants, servants, agents lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use and to obtain access to and from the Owner's Unit 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 for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees.

(c) Right of support and shelter

The right to subjacent and lateral support and to shelter and protection from the other parts of the Estate;

(d) Right to passage of water etc.

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

(e) Right of entry to other parts of Lot and Estate to repair

The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon prior notice (except in the case of emergency) to enter upon other parts of the Lot and the Estate for the purpose of carrying out any works for the maintenance and repair of his Unit (such work not being the responsibility of the

Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby; and

(f) Right to easements etc.

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

2. In addition to the above easements, rights and privileges, the Owner for the time being of each Residential Unit, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) shall, subject to payment of his due proportion of all payments payable pursuant to this Deed or any Sub-Deed (but subject always to the provisions of the Government Grant, this Deed, the relevant Sub-Deed(s), the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed or any Sub-Deed), (a) have the full right and liberty 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; and (b) in the event of fire or emergency, have the right of escape through the Commercial Development.
3. In addition to the above easements, rights and privileges, the Owner(s) for the time being of the Commercial Development or any part thereof, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) shall, subject to payment of his due proportion of all payments payable pursuant to this Deed or any Sub-Deed (but subject always to the provisions of the Government Grant, this Deed, the relevant Sub-Deed(s), the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed or any Sub-Deed) :-
  - (a) have the full right and liberty to go pass or repass with or without contractors, agents, workers and other persons authorised by such Owner(s) and with or without all necessary equipment, plant, materials, machinery and trolleys, from time to time and at all reasonable times upon prior notice (except in the case of emergency) over and along and to use (1) the staircases, the lifts and the lift lobbies of the Towers on the 2nd floor; (2) such part(s) of the other areas on the 2nd floor forming parts of the Residential Common Areas and Facilities under the direction of the Manager for the purposes of (i) gaining access to and from such parts of the Commercial Development on the 2nd floor for all purposes connected with the proper use and enjoyment of the Commercial Development, and (ii) servicing, inspecting, examining, cleaning, laying, building, rebuilding, removing, replacing, altering, renewing, repairing and

maintaining any wires, cables, ducts, drains, pipes and conduits or any other services and facilities (concealed or otherwise) laid, through and along the aforesaid area on the 2nd floor serving exclusively the Commercial Development or any Unit thereof (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 Provided That in exercising such right of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services; and

(b) have the right of escape to and through the staircases and lift lobbies on Ground Floor of the Residential Common Areas In Phase 1 by Owner(s) for the time being of the Commercial Development (or any unit(s) thereof in the event that Units in the Commercial Development are disposed of individually), his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right).

4. 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 RIGHTS AND PRIVILEGES TO WHICH EACH UNIT IS SUBJECT**

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

(a) Government's right under Government Grant

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

negligence) and without prejudice to the generality of the foregoing, the Manager shall have the right from time to time: -

- (i) to install and remove anchors or brackets and other provisions at the building perimeter of the private flat roof and/or private roof forming part of a Residential Unit for operation of the building maintenance system, including but not limited to the anchoring of the gondola or likewise equipment at the brackets located at the building perimeter along such part of the Common Areas and Facilities adjacent to the private flat roof and/or private roof forming part of a Residential Unit (whether or not such anchors or brackets are located at the internal surface of the kerb abutting on the private flat roof and/or private roof forming part of a Residential Unit) and/or the resting of the gondola or likewise equipment on the private flat roofs and/or private roofs forming part of any Residential Unit, and the Owner(s) of such Residential Unit shall not do or suffer to be done on such private roofs and/or private flat roofs anything which may cause obstruction to the gondola and/or the brackets for anchoring the gondola or likewise equipment and/or the resting of the gondola or likewise equipment on such private flat roofs and/or private roofs as aforesaid;
- (ii) to enter and to obtain access to and from the Commercial Development or any Unit thereof for the servicing, cleaning, checking, inspecting, maintaining, repairing, rebuilding, altering, renewing and replacing the underground trenches, services trenches, sewers, drains, pipes, ducts, surface drain channels and manholes and any other services and facilities or apparatus or equipment laid on or under the ground level (and for such purposes to open up any cover thereof whether or not such cover is the property of the relevant Owner) and the Common Areas and Facilities in particular the piping works and services located in the Commercial Development; and
- (iii) to enter and to obtain access to and from the Residential Common Areas by passing through any part of the private flat roofs or private roofs forming part of a Residential Unit for the purpose of rebuilding, repairing, renewing, replacing, cleansing, painting, decorating, inspecting, examining or maintaining the Common Areas and Facilities, in particular, the pipes installed on the private flat roofs or private roofs or any part(s) thereof or any other apparatus or equipment used or installed or placed thereon for the benefit of the Lot or the Estate, or carrying out the external pipe works on the private roof or any part(s) thereof;

(c) Other Rights

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

2. Right of way for Section C of Kowloon Inland Lot No.4148

The free and uninterrupted right of way for the owners and occupiers for the time being of Section C of Kowloon Inland Lot No.4148 to go pass and repass over and along the Commercial Development (Right of Way) Area.

3 Maintenance and Repair Access

The full right and privilege of the Manager and the maintenance personnel at all reasonable times upon prior reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon his Unit for access to the areas for maintenance and repair access on 3rd floor which for the purposes of identification only are shown and coloured green double hatched black on the plan annexed to this Deed and marked Plan No.DMC-04 for the purposes of carrying out necessary maintenance repairs and inspection of the Residential Common Facilities (External Drainage Pipes) In Phase 1 or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners, causing as little disturbance as possible and forthwith making good at the Manager's own costs and expenses any damage caused thereby Provided that the Manager shall be liable for the negligent, wilful or criminal acts of the Manager, its employees, agents, contractors and workmen.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. Subject to the rights reserved to the First Owner under this Deed, no Owner shall make any structural alteration to any part of the Estate owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Lot or the Estate by other Owners Provided That any Owner who has obtained prior consent or approval from the Buildings Department or other competent Government authority or authorities as to such structural alteration (if required) shall not be considered to have breached the provision of this Clause.
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 at any time in the course of construction, and the carrying out of works in any part of the Lot or the Estate which have not yet been sold or assigned by the First Owner by virtue of such reserved rights 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 reserved to the First Owner under this Deed, no part of the Common Areas and Facilities shall be obstructed save with the licence of the Manager (who shall not grant the licence should the obstruction be in contravention of any Ordinances or regulations of Hong Kong or of this Deed) nor shall any refuse or other matter or thing be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or Occupiers of any other part of the Lot and the Estate Provided That the placing of air-conditioning units/air-conditioners on the air-conditioning platforms (if any) adjoining each Residential Unit or such other area(s) as may

be designated for that purpose shall not be a breach of this Clause notwithstanding that such air-conditioning platforms or such area(s) as may be designated for that purpose are part of the Common Areas.

7. Subject to the rights reserved to the First Owner 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 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 Provided That the affixing or installation of advertisements (whether illuminated or not) and the supporting structures thereof by the Owner(s) of the Advertising Space on those parts of the external walls of the Estate designated as the Advertising Space under this Deed shall not constitute a breach of this Clause.
9. No clothing or laundry shall be hung on any private flat roofs or private roofs or outside the Estate or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities.
10. 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.
11. Subject to the right of the First Owner upon construction of the Estate (including, for the avoidance of doubt, Phase 2) to erect and designate such areas as areas for placing of air-conditioner(s) or air-conditioning platforms and the rights reserved to the First Owner under this Deed, no individual air-conditioning platforms either of a permanent or temporary nature shall be installed, affixed, erected or attached or caused or permitted to remain at any part of the external walls of the Estate. No air-conditioning or other units shall be installed or erected at or on or through any windows or external walls of the Estate other than at places designated for such purpose (and, for the avoidance of doubt, air-conditioning units may be placed on the flat roofs forming part of the Commercial Development or any Unit thereof), 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.
12. No Owner shall use or cause or permit his 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 except with the permission of the relevant governmental authorities (if required).

13. 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 interfere with the rights, comfort, and convenience of other occupants of the Estate.
14. No Owner of a 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 Unit shall affix or install his own private aerial outside any part of the Estate.
15. Save as otherwise provided in this Deed, and in particular subject to the rights of the First Owner and the Owner(s) of the Advertising Space, 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.
16. Subject to the right of the First Owner to design the first external appearance of the Estate upon construction thereof and the right of the Owner(s) of the Advertising Space, no Owner shall paint the outside of the Estate or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Estate without the prior consent in writing of the Manager or the First Owner and in particular, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing either of a permanent or temporary nature shall be painted, 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 walls or private flat roofs or private roofs or balconies or utility platforms or areas for air-conditioner(s) of a Residential Unit of the Estate or the walls facing the exterior but situate within the private flat roof, private roof, balcony, utility platform or area for air-conditioner(s) of a Residential Unit. For the avoidance of doubt, the placing of air-conditioning units on the flat roofs forming part of the Commercial Development or any Unit thereof and/or the erecting, affixing, installing or displaying of any advertising sign (whether illuminated or not) in, at, on or within any part(s) of the Commercial Development or any Unit thereof which is visible from the outside of such Unit shall not constitute a breach of this Clause.
17. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from his Unit any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.

18. No Owner shall permit the playing of mahjong in any Residential Unit between 11 p.m. and 9 a.m. if any noise so created will be audible from outside his Residential Unit so as to cause disturbance to the Owners or Occupiers of any other part of the Estate.
19. 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 Residential Development 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 different Owners or Occupiers of at least four Residential Units, (ii) trained guide dogs on leash for the blind may be brought into any part of the Residential Development whilst guiding any person with disability in vision.
20. Not to allow and/or cause children, save with the licence of the Manager, to play in the Common Areas and Facilities (save and except in the Recreational Areas and Facilities but with due care and supervision) particularly lifts and any damage to or discolouration to decorations in such areas or lifts by children shall be paid for by the Owner or Occupier of the Residential Unit in which the child or children concerned reside.
21. 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.
22. 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 Estate for carrying and transporting any goods or articles whatsoever which in the opinion of the Manager adversely affect the normal functioning of the lifts.
23. 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 the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.
24. No Owner shall make any alteration to or interfere with any sprinkler system or any fire fighting equipment or suffer to be done anything to such sprinkler system or such equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder.
25. No Owner of a Residential Unit without the prior written consent of the Manager first having been obtained shall lock the doors or entrances of any private flat roofs or private 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.

26. No Owner of a 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.
27. 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.
28. 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 or any Sub-Deed), taxes, rates, assessments and outgoings payable in respect of his Unit and to indemnify the other Owners from and against all liability thereof.
29. 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 which do not form part of the Common Areas and Facilities 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. 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.
30. 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.

31. Residential Units shall not be used or suffered to be used for any purpose other than for private residential purpose and in particular shall not be used as a boarding house, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles SAVE AND EXCEPT that the First Owner may use any such Residential Units owned by it as show flats for such period or periods as it shall in its discretion consider appropriate.
32. No Owner shall erect or place or cause or permit to be erected or placed any advertising signs or other structures on the private flat roof or private roof forming part of a Residential Unit and the Manager shall have the right to enter to remove anything erected or placed on such private flat roof or private roof or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
33. 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 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.
34. 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 (if required under the Government Grant) may specify and shall be subject to revocation on reasonable notice.
35. 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.
36. 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.
37. Every Owner shall observe and comply with the terms and conditions of the Government Grant and this Deed or any Sub-Deed as long as they remain as an Owner of the Estate.
38. No Owner (including the First Owner) shall have the right to convert or designate as Common Areas and Facilities such part(s) of the Estate the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or for his own benefit.

39. No Owner of a Residential Unit shall erect or build or suffer to be erected or built on or upon the private flat roofs or private roofs or balconies or utility platforms 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 private flat roofs or private roofs or balconies or utility platforms will be enclosed or partitioned either in whole or in part.
40. No Owner except the Owner having the exclusive right to use and occupy the private flat roof and/or the private roof which forms part of his Residential Unit shall have the right to use the private flat roof and/or the private roof except in the event of fire or emergency. The Owner and/or Occupier of the private flat roof and/or the private roof which forms part of his Residential Unit shall ensure that the escape to and through the same shall not be in any way impeded or obstructed.
41. The Recreational Areas and Facilities shall only be used and enjoyed for recreational purposes by the Owners and Occupiers of the Residential Units and their bona fide guests visitors and invitees 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. Only those with residents' cards or residents' permits or bona fide guests visitors and invitees accompanied by residents of the Residential Units will be allowed to enter and use the Recreational Areas and Facilities.
42. No Owner including the First Owner shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owners' Committee. Any payment received for the granting of such approval shall be credited to the Special Fund.
43. The Owners of those Residential Units that are enclosed with curtain wall structures shall be responsible for the maintenance, repair and replacement (if so required) of the openable parts and such pieces of glass panels of the curtain wall structures which form part of their respective Residential Units in accordance with the standards and requirements laid down by the Manager at all times and from time to time. The Owners shall also be responsible for the cleaning of the inside surface of the non-openable parts of the curtain wall structures (including the glass panels) facing their respective Residential Units regardless of whether such non-openable parts form part of the Residential Common Areas.
44. The Owners of those Residential Units consisting of any balconies, utility platforms, private flat roofs and/or private roofs shall be responsible for the maintenance, repair and replacement (if so required) of the balustrades (glass or metal), grilles or railings (as the case may be) of the balconies, utility platforms, private flat roofs or private roofs of their respective Residential Units. No Owner shall change or replace the grilles, railings and/or balustrades (glass or metal) of the balcony, utility platform, private flat roof and/or private roof of his

Residential Unit save and except in accordance with the standards and requirements laid down by the Manager.

45. No Owner of any Residential Unit shall use the area for air-conditioner(s) for any purpose other than for placing or installing air-conditioning unit(s)/air-conditioner(s). The costs and expenses for the maintenance, repair and replacement of air-conditioning unit(s)/air-conditioner(s) placed or installed at the area for air-conditioner(s) or the Residential Common Areas serving a Residential Unit shall be borne by the Owner of that particular Residential Unit.
46. The change of locations and routes of vents and façade on the external wall of the Commercial Development by the First Owner or a single Owner or the Owner of a Unit in the Commercial Development with the concurrence of all other Owners of the Commercial Development shall not be a breach of this Deed or the relevant Sub-Deed(s).
47. No Owner of any Residential Unit consisting of private flat roof and/or private roof shall interfere with or alter, or permit or suffer to be interfered with or altered, any drains or pipes or any other services or facilities or apparatus or equipment or any Common Facilities located in his Residential Unit or cause or permit or suffer the same to be concealed or covered or blocked.
48. The Greenery Areas shall not be used for any purpose other than for planting of trees, shrubs, grasses, flowers or other flora types of vegetation without the prior written consent of the Building Authority and/or any other relevant Government authority.
49. No Owner of any Unit in the Commercial Development shall cause any cover of the surface drain channels or manholes or underground drains or pipes or any other services or facilities or apparatus or equipment used or installed for the benefit of the Lot or the Estate or any part or parts thereof on or under the ground level of the Estate located outside his Unit or forming part of his Unit to be concealed or covered or blocked so as not to interfere with, obstruct or impede any rebuilding, repairing, renewing, cleaning, painting, decorating, inspecting, examining or maintaining of any of the Common Areas and Facilities or other services or facilities or apparatus or equipment used or installed for the benefit of the Lot or the Estate or any part or parts thereof.
50. There shall be included in every tenancy agreement or lease in respect of any Residential Unit or any Unit in the Commercial Development containing any pipe works (including soil and wastewater disposal and stormwater pipes) an express provision that the tenant(s) or lessee(s) thereof shall allow access for the Owner of such Unit or his authorized agent and the Manager to carry out inspection, repair, maintenance and cleansing works of such pipe works.
51. So long as the First Owner remains the sole legal Owner of the Commercial Development, the First Owner shall have :-

- (a) the power to go pass and repass and over the access and working space of the Commercial Development (Concealed Drainage Pipes) for conducting CCTV imaging device inspection required in Annex 1 of Appendix B of Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers No. APP-93; and
- (b) the authority to provide at its own costs and expenses a suitable CCTV imaging device and trained personnel to operate the device, or to secure a contract with a service provider for conducting inspection of the Commercial Development (Concealed Drainage Pipes) by a suitable CCTV imaging device, including regular inspection on a specified interval as proposed by the Authorized Person to alert any early signs of water leakage and pipe joint/pipe brackets conditions.

THE FOURTH SCHEDULE ABOVE REFERRED TO

ALLOCATION OF MANAGEMENT UNITS

(I) Phase 1

(A) Residential Units

<u>Tower 1</u>	<u>No. of Residential Unit(s)</u>	<u>No. of Management Units per Residential Unit</u>	<u>Total No. of Management Units</u>
Flat A on 3/F with Flat Roof	1	415	415
Flat B on 3/F with Flat Roof	1	303	303
Flat C on 3/F with Flat Roof	1	304	304
Flat D on 3/F with Flat Roof	1	305	305
Flat E on 3/F with Flat Roof	1	306	306
Flat F on 3/F with Flat Roof	1	227	227
Flat G on 3/F with Flat Roof	1	227	227
Flat H on 3/F with Flat Roof	1	369	369
Flat J on 3/F with Flat Roof	1	611	611
Flat K on 3/F with Flat Roof	1	274	274
Flat L on 3/F with Flat Roof	1	259	259
Flat M on 3/F with Flat Roof	1	263	263
Flat N on 3/F with Flat Roof	1	244	244
Flat P on 3/F with Flat Roof	1	337	337
Flat A on 5/F to 32/F with BAL & UP	25	431	10775
Flat B on 5/F to 32/F with BAL & UP	25	324	8100
Flat C on 5/F to 32/F with BAL & UP	25	324	8100
Flat D on 5/F to 32/F with BAL & UP	25	324	8100
Flat E on 5/F to 32/F with BAL & UP	25	324	8100
Flat F on 5/F to 32/F with BAL & UP	25	250	6250
Flat G on 5/F to 32/F with BAL & UP	25	249	6225
Flat H on 5/F to 32/F with BAL & UP	25	352	8800
Flat J on 5/F to 32/F with BAL & UP	25	297	7425
Flat K on 5/F to 32/F with BAL & UP	25	250	6250
Flat L on 5/F to 32/F with BAL & UP	25	253	6325
Flat M on 5/F to 32/F F with BAL & UP	25	252	6300
Flat N on 5/F to 32/F with BAL & UP	25	252	6300
Flat P on 5/F to 32/F with BAL & UP	25	248	6200
Flat Q on 5/F to 32/F with BAL & UP	25	341	8525
Flat A on 33/F with Flat Roof & Roof	1	879	879
Flat B on 33/F with BAL & UP	1	323	323
Flat C on 33/F with BAL & UP	1	324	324
Flat D on 33/F with BAL & UP	1	324	324
Flat E on 33/F F with BAL & UP	1	250	250
Flat F on 33/F with BAL & UP	1	249	249
Flat G on 33/F with BAL & UP	1	352	352
Flat H on 33/F with BAL & UP	1	297	297
Flat J on 33/F with BAL & UP	1	250	250
Flat K on 33/F with BAL & UP	1	253	253
Flat L on 33/F with BAL & UP	1	252	252
Flat M on 33/F with BAL & UP	1	252	252
<b>Total:</b>	<b>401</b>	<b>Sub-total of (A):</b>	<b>120224</b>

**(B) Commercial Development**

**Sub-total of (B):** 59500

**Sub Total = (A)+(B):** 179724

**(II) Phase 2**

136798

**Total = (I)+(II)** 316522

Notes

(1) BAL = Balcony

(2) UP = Utility Platform

(3) In the numbering of floors, 4/F, 13/F, 14/F and 24/F are omitted.

THE FIFTH SCHEDULE ABOVE REFERRED TO

WORKS AND INSTALLATIONS

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) the Slopes and Retaining Walls;
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations;
- (x) gas supply system;
- (xi) window installations;
- (xii) air-conditioning and ventilation system;
- (xiii) Residential Common Facilities (External Drainage Pipes) In Phase 1; and
- (xiv) Commercial Development (Concealed Drainage Pipes).

SEALED with the Common Seal of CITY )  
)  
FAIR DEVELOPMENT LIMITED in the )  
)  
presence of and SIGNED by )  
)  
)  
)  
director(s)/person(s) duly authorized by its )  
)  
Board of Directors whose signature(s) )  
)  
is/are verified by :- )

Solicitor, Hong Kong SAR

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

INTERPRETED to the First Assignee by :-

SEALED with the Common Seal of the )  
 )  
Manager in the presence of and SIGNED )  
 )  
by )  
 )  
 )  
 )  
director(s)/person(s) duly authorized by its )  
 )  
Board of Directors whose signature(s) )  
 )  
is/are verified by :- )

Solicitor, Hong Kong SAR



THIS SUB-DEED OF MUTUAL COVENANT is made the                      day of                      20

BETWEEN

- (1) CITY FAIR DEVELOPMENT LIMITED (昌輝發展有限公司) whose registered office is situate at 72nd - 76th Floors, Two International Finance Centre, 8 Finance Street, Central, Hong Kong ("the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part,
- (2) [                      \*                      ] ("the First Purchaser" 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) H-PRIVILEGE LIMITED (尊家管業有限公司) whose registered office is situate at 72nd - 76th Floors, Two International Finance Centre, 8 Finance Street, Central, Hong Kong ("the Manager" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part.

WHEREAS :-

- (A) This Sub-Deed is supplemental to the Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.[                      \*                      ] ("the Principal Deed").
- (B) Prior to the Assignment hereinafter mentioned, the First Owner was the registered owner and entitled to All Those 141,335 equal undivided 329,000th parts or shares of and in All Those pieces or parcels of ground registered in the Land Registry as SUB-SECTION 1 OF SECTION A OF KOWLOON INLAND LOT NO.4148, THE REMAINING PORTION OF SECTION A OF KOWLOON INLAND LOT NO.4148, SECTION B OF KOWLOON INLAND LOT NO.4148, SECTION D OF KOWLOON INLAND LOT NO.4148 and THE REMAINING PORTION OF KOWLOON INLAND LOT NO.4148 ("the Lot") and of and in the development erected thereon known as "Highwood (壹沐)" ("the Estate") Together with the sole and exclusive right and privilege to hold use occupy the whole of Phase 2 of the Estate subject to and with the benefit of the Government Grant and the Principal Deed.
- (C) The First Owner has completed Phase 2 of the Estate and an Occupation Permit in respect thereof has been issued by the Building Authority.
- (D) For the purpose of sale, All Those 141,335/329,000th undivided parts or shares of and in the Lot allocated under the Principal Deed to Phase 2 of the Estate shall be sub-

allocated to each of the Residential Units and the Common Areas and Facilities in Phase 2 in manner set out in the First Schedule hereto.

- (E) By an Assignment of even date but executed immediately prior to the execution of this Sub-Deed and made between the First Owner of the one part and the First Purchaser of the other part and for the consideration therein expressed, the First Owner assigned unto the First Purchaser the First Purchaser's Unit (as defined hereinafter) subject to and together with the benefit of the Government Grant and the Principal Deed and in particular, the easements rights and privileges specified in the Second Schedule to the Principal Deed.
- (F) The parties hereto have agreed to enter into this Sub-Deed in manner hereinafter appearing.

NOW THIS DEED WITNESSES as follows :-

#### SECTION I

#### DEFINITIONS

1. In this Sub-Deed, the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

"Common Areas and Facilities In Phase 2" means collectively the Common Areas In Phase 2 and the Common Facilities In Phase 2.

"Common Areas In Phase 2" means the Residential Common Areas In Phase 2. For the avoidance of doubt, there are no Estate Common Areas in Phase 2.

"Common Facilities In Phase 2" means the Residential Common Facilities In Phase 2. For the avoidance of doubt, there are no Estate Common Facilities in Phase 2.

"First Purchaser's Unit" means all those [ ]/316,522th Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy All That [ ] Tower 2 of Phase 2 of the Estate.

"Ordinance" shall have the same meaning as defined in the Principal Deed.

"Residential Common Areas and Facilities In Phase 2" means collectively the Residential Common Areas In Phase 2 and the Residential Common Facilities In Phase 2.

"Residential Common Areas In Phase 2" means those parts of the Residential Development in Phase 2 intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit and which are

subject to the provisions of this Sub-Deed and all subsisting rights and rights of way to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units which said parts include but not limited to :-

- (a) such areas within Phase 2 for the installation or use of aerial broadcast distribution or telecommunications network facilities;
- (b) those parts of the external walls at and above the 3rd floor of Tower 2 in Phase 2 not forming part of the Residential Units in Phase 2 including but not limited to: -
  - (1) the architecture fins and features thereon; and
  - (2) the curtain wall structures of the Tower 2 in Phase 2 including but not limited to the mullions and cladding (except (i) the openable parts of the curtain wall structures; and (ii) such pieces of glass panels wholly enclosing or fronting a Residential Unit in Phase 2, which said openable parts and glass panels shall form parts of the relevant Residential Units in Phase 2). For the avoidance of doubt, any glass panel forming part of the curtain wall structures of Tower 2 in Phase 2 that does not wholly enclose a Residential Unit in Phase 2 but extends across two or more Residential Units in Phase 2 shall form part of the Residential Common Areas In Phase 2;

BUT excluding

- the glass balustrades, metal balustrades or railings of the balconies, utility platforms, areas for air-conditioner(s), private flat roofs or private roofs which form parts of the relevant Residential Units in Phase 2 and the aluminum grilles adjoining the false ceiling at the balconies and/or utility platforms held with and form part of the relevant Residential Units in Phase 2;
- (c) the areas for maintenance of and repair access to Residential Common Facilities (External Drainage Pipes In Phase 2) on 3rd floor of Tower 2 in Phase 2 which for the purposes of identification only are shown and coloured indigo hatched black on the plan annexed to this Sub-Deed and marked Plan No.SDMC-001;
- (d) all those areas in Phase 2 for the purpose of identification only as shown and coloured indigo on the plans marked Nos.SDMC-001 to SDMC-009 (both inclusive) annexed to this Sub-Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person;
- (e) aluminium covers on both sides of and for supporting the base of glass balustrades of the balconies and utility platforms of the Residential Units in Phase 2; and

- (f) such additional areas of and within Phase 2 as may at any time be designated as Residential Common Areas In Phase 2 by the First Owner in accordance with the provisions of the Principal Deed and this Sub-Deed,

PROVIDED THAT, where appropriate, if (i) any parts of the Residential Development in Phase 2 covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance, or (ii) any parts specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas In Phase 2.

"Residential Common Facilities (External Drainage Pipes) In Phase 2" means the external drainage pipes serving the Residential Units which form part of the Residential Common Facilities In Phase 2.

"Residential Common Facilities In Phase 2" means all those facilities in Phase 2 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 the Principal Deed and this Sub-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 designated in the Residential Common Areas In Phase 2, wires, cables, ducts, pipes, pipe works (including but not limited to the soil and wastewater disposal and stormwater pipes), drains, the Residential Common Facilities (External Drainage Pipes) In Phase 2, CCTV and other facilities and equipment installed in the Residential Common Areas In Phase 2 for security purposes and all mechanical and electrical installations and equipment situated within Phase 2 exclusively for the Residential Development and such additional devices and facilities of the Residential Development situated within Phase 2 serving the Residential Development as a whole as may at any time be designated as Residential Common Facilities In Phase 2 by the First Owner in accordance with the provisions of the Principal Deed and this Sub-Deed.

"Unit" shall have the same meaning as defined in the Principal Deed.

2. In this Sub-Deed, except otherwise defined or except where the context otherwise requires, words and expressions defined in the Principal Deed shall have the same meanings when used in this Sub-Deed.
3. In case of any inconsistency or conflict between the provisions and covenants of the Principal Deed and the provisions and covenants of this Sub-Deed, the provisions and covenants of the Principal Deed shall prevail.

## SECTION II

### ALLOCATION OF UNDIVIDED SHARES AND GRANTS OF RIGHTS

4. The Undivided Shares referred to in Recital (D) shall be sub-allocated to each of the Residential Units in Phase 2 and the Common Areas and Facilities In Phase 2 in the manner set out in the First Schedule hereto.
5. The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant, the Principal Deed and this Sub-Deed have the sole and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the First Purchaser Phase 2 save and except only the First Purchaser's Unit assigned to the First Purchaser as aforesaid Together with the appurtenances thereto and the entire rents and profits thereof and save and except the Common Areas and Facilities In Phase 2.
6. The First Purchaser shall at all times hereafter subject to and with the benefit of the Government Grant, the Principal Deed and this Sub-Deed have the sole and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the First Owner All That the First Purchaser's Unit Together with the appurtenances thereto and the entire rents and profits thereof.
7. Each of the Undivided Shares allocated to Phase 2 and the full and exclusive right and privilege to hold use, occupy and enjoy any part thereof 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 easements, rights, privileges and obligations contained herein and in the Principal Deed and this Sub-Deed.
8. There is excepted and reserved unto the First Owner all those exclusive and other rights, privileges and discretions excepted, reserved and/or granted to the First Owner in the Principal Deed to the intent that only the First Owner, subject to the Government Grant, the Principal Deed and this Sub-Deed, shall be entitled to exercise any of such rights, privileges and discretions.

## SECTION III

### MANAGEMENT UNITS

9. For the purpose of determining the contributions to be made by the Owners of Phase 2 towards the Management Charges, the total number of the Management Units specified under Phase 2 of the Fourth Schedule to the Principal Deed shall be sub-allocated to various parts in Phase 2 in the manner set out in the Second Schedule hereto.

#### SECTION IV

##### MANAGEMENT OF THE COMMON AREAS AND FACILITIES IN PHASE 2

10. The Common Areas and Facilities In Phase 2, namely the Residential Common Areas and Facilities In Phase 2, are designated under this Sub-Deed and form part of the Common Areas and Facilities under and pursuant to the Principal Deed. For the avoidance of doubt, it is expressly agreed and declared that the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management and maintenance of the Common Areas and Facilities In Phase 2 or any part thereof, and without prejudice to the generality of the foregoing shall have all the powers set out in the Principal Deed (including but not limited to the powers and authorities as set out in Clause 37 of the Principal Deed) in relation to the Common Areas and Facilities in Phase 2.

#### SECTION V

##### COVENANTS, PROVISIONS AND RESTRICTIONS

11. 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 easements rights and privileges provided in the Second Schedule to the Principal Deed and express covenants and provisions contained in this Sub-Deed or other Sub-Deed(s).

#### SECTION VI

##### MISCELLANEOUS

12. For the avoidance of doubt, the First Owner shall observe and comply with Clause 73(b) of the Principal Deed in relation to the assignment of the Undivided Shares relating to the Common Areas and Facilities In Phase 2 to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant, the Principal Deed and this Sub-Deed.
13. All the covenants provisions terms stipulations and agreements, and in particular the powers of the Manager in the Principal Deed shall in so far as the same are not inconsistent with the covenants and provisions herein contained apply and take effect and be binding on the parties hereto as if the same had been specifically set out in these presents in full.

14. No provisions in this Sub-Deed shall conflict with or be in breach of the Government Grant and the Principal Deed and nothing herein shall prejudice in any way the application or operation of the Ordinance and the Schedules thereto and any amendment or amendments thereof or any substitutions thereof and to the extent that any provisions contained herein shall be in conflict with or overrule the Ordinance and the Schedules thereto and any amendment or amendments thereto or any substitutions thereof, the Ordinance and the Schedules thereto shall prevail.
15. Without prejudice but in addition to Clause 68(a) of the Principal Deed, the First Owner shall at its own cost provide a direct translation in Chinese of this Sub-Deed and deposit a copy of this Sub-Deed and the Chinese translation thereof in the management office of the Estate within one month from the date of this Sub-Deed. Copies of this Sub-Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the management office of the Estate. A copy of this Sub-Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of any dispute as to the effect of the Chinese translation and the English version of this Sub-Deed, the English version shall prevail.
16. Without prejudice but in addition to Clause 69 of the Principal Deed, the First Owner shall prepare or cause to be prepared a set of plans showing the Common Areas and Facilities In Phase 2 which plans are now annexed to this Sub-Deed. The accuracy of such plans shall be certified by or on behalf of the Authorised Person. A copy of such plans shall be kept at the management office of the Estate and may be inspected by the Owners during normal office hours free of costs and charges.
17. The Non-enclosed Areas in Phase 2 forming part of the Non-enclosed Areas as defined under the Principal Deed include, for the avoidance of doubt, a combined balcony and utility platform which forms part of a Residential Unit in Phase 2 (including any areas for air-conditioner(s) thereon) and the covered areas underneath the combined balconies and utility platforms including the covered areas underneath the lowest combined balconies and utility platforms. The respective locations of such combined balconies and utility platforms (including any areas for air-conditioner(s) thereon) designated as the Non-enclosed Area under the Principal Deed and forming part of the Residential Units in Phase 2 are shown and marked "BAL. & UP." and "A/C") on the plans marked Plan Nos.SDMC-002 to SDMC-004 (both inclusive) annexed to this Sub-Deed, and the accuracy of such plan is certified by or on behalf of the Authorized Person. Clause 76 of the Principal Deed shall apply to the Non-enclosed Areas in Phase 2.
18. (a) The Owners of the Open Kitchen Units shall at their own expense observe and comply with the applicable Fire Safety Management Plan and any guideline or

direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause the other Occupiers of his Open Kitchen Unit to observe and comply with the same. Without prejudice to the generality of but in addition to the foregoing, the Owner of an Open Kitchen Unit in Phase 2 shall observe and comply with the following provisions:-

- (i) not to alter, tamper, remove or obstruct (1) the smoke detector(s) provided inside his Open Kitchen Unit; (2) the smoke detector(s) installed at the common lobby outside his Open Kitchen Unit; (3) the sprinkler head(s) provided at the ceiling immediately above the open kitchen; and (4) the other fire services installations / measures or fire safety provisions provided inside or outside his Open Kitchen Unit as specified in the Fire Safety Management Plan, except with the prior written approval of the Buildings Department, the Fire Services Department, all relevant Government authority or authorities and the Manager;
- (ii) not to remove, alter or tamper the 600mm (W) half hour fire rated wall (if any) and the full height wall (if any) having an FRR of not less than 30 minutes integrity fire resistance rating and 30 minutes insulation fire resistance rating (-/30/30), adjacent to the flat exit door in his Open Kitchen Unit, except with the prior written approval of the Buildings Department, the Fire Services Department, all relevant Government authority or authorities and the Manager;
- (iii) to allow the fire services installations / measures or fire safety provisions mentioned in Sub-clause (a)(i) above to be subject to annual inspection conducted by the registered fire services installation contractor(s) ("RFSIC") engaged by the Manager;
- (iv) to maintain and keep the fire services installations / measures or fire safety provisions specified in the Fire Safety Management Plan and installed in his Open Kitchen Unit in good order and working condition; and
- (v) to allow access for the RFSIC engaged by the Manager to carry out annual inspection, check and maintenance of the fire services installations / measures or fire safety provisions, and to let, lease, license or otherwise part with the possession of his Open Kitchen Unit upon the condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall allow such access for the RFSIC and agree to observe and comply

with the provisions contained in this Sub-Deed relating to and/or applicable to Open Kitchen Units.

- (b) The Manager shall on behalf of the Owners of the Open Kitchen Units carry out and implement the plans relating to maintenance, inspection and check, staff training, including the course of action to be carried out by building management staff / security officer / security guard, fire action and fire prevention and conduct annual fire drill as set out in the applicable Fire Safety Management Plan. Without limiting the generality of the foregoing, the Manager is hereby given full authority by the Owners of the Open Kitchen Units to engage or employ RFSIC, and the RFSIC shall be responsible for the annual inspection and check, testing, keeping and maintaining in good substantial repair and condition, and carrying out any necessary works and appropriate procedures in respect of the fire services installations / measures or fire safety provisions (including but not limited to those mentioned in Sub-clauses (a)(i) and (a)(ii) above) as specified in and in accordance with the applicable Fire Safety Management Plan and submit the maintenance certificate to the Fire Services Department. For the avoidance of doubt, repair and maintenance of the fire services installations / measures or fire safety provisions of and within an Open Kitchen Unit shall be wholly under the responsibility of the Owner of such Open Kitchen Unit.
- (c) The Manager and the RFSIC shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to carry out check, inspection, testing or maintenance of the fire services installations/ measures or fire safety provisions therein (at the cost of the Owner of that Open Kitchen Unit) or verify observance and compliance of provisions referred to in Sub-clause (a) above.
- (d) The First Owner shall deposit a copy of the Fire Safety Management Plan in the management office of the Estate within one month of the date of this Sub-Deed for reference by all Owners and the Manager.
- (e) The Owner of an Open Kitchen Unit shall allow the RFSIC engaged by the Manager to reinstall (at the cost of the Owner of that Open Kitchen Unit) the smoke detector(s) inside his Open Kitchen Unit after a fire alarm conducted by the RFSIC.
- (f) The Manager shall, after the completion of Phase 2 and the execution of this Sub-Deed, prepare a separate management budget for the carrying out and implementation of the plans of the Fire Safety Management Plan and the fire

services system serving the Open Kitchen Units exclusively. The Owner of each Open Kitchen Unit shall pay to the Manager his due share of the budgeted expenses for the carrying out and implementation of the plans of the Fire Safety Management Plan and the said fire services system on a monthly basis in accordance with and in proportion to the Management Units allocated to his Unit. For the avoidance of doubt, the Owner of an Open Kitchen Unit in Phase 2 shall not be required to make any such contribution(s) to the said budgeted expenses for the period prior to the issuance of the Occupation Permit in respect of Phase 2 and execution of this Sub-Deed.

IN WITNESS whereof the parties hereto have duly executed this Sub-Deed the day and year first above written.

FIRST SCHEDULE

SUB-ALLOCATION OF UNDIVIDED SHARES

(I) Phase 2

(A) Residential Units

<u>Tower 2</u>	<u>No. of Residential Unit(s)</u>	<u>No. of Undivided Shares per Residential Unit</u>	<u>Total No. of Undivided Shares</u>
----------------	---	---	--

Sub-total of (A):

(B) Common Areas and Facilities  
In Phase 2

Sub-total of (B):

Total =  
(A)+(B):

---

Notes

(1) BAL = Balcony

(2) UP = Utility Platform

In the numbering of floors, 4/F, 13/F, 14/F and 24/F are omitted.

SECOND SCHEDULE

SUB-ALLOCATION OF MANAGEMENT UNITS

(I) Phase 2

(A) Residential Units

<u>Tower 2</u>	<u>No. of Residential Unit(s)</u>	<u>No. of Management Units per Residential Unit</u>	<u>Total No. of Management Units</u>
----------------	---	---	--

Total: \_\_\_\_\_

Notes

(1) BAL = Balcony

(2) UP = Utility Platform

In the numbering of floors, 4/F, 13/F, 14/F and 24/F are omitted.

SEALED with the Common Seal of CITY )  
)  
FAIR DEVELOPMENT LIMITED in the )  
)  
presence of and SIGNED by )  
)  
)  
)  
)  
)  
director(s)/person(s) duly authorized by its )  
)  
Board of Directors whose signature(s) )  
is/are verified by :-

Solicitor, Hong Kong SAR

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

Solicitor, Hong Kong SAR

INTERPRETED to the First Purchaser  
by :-

SEALED with the Common Seal of the )  
 )  
Manager in the presence of and SIGNED )  
 )  
by )  
 )  
 )  
 )  
director(s)/person(s) duly authorized by its )  
 )  
Board of Directors whose signature(s) )  
 )  
is/are verified by:- )

Solicitor, Hong Kong SAR

DATED the                      day of                      20

---

FAIRBO INVESTMENT LIMITED

(快寶投資有限公司)

and

[\*]

and

H-PRIVILEGE LIMITED

(尊家管業有限公司)

---

SUB-DEED OF MUTUAL COVENANT

in respect of

"Phase 2 of Highwood (壹沐)"

---

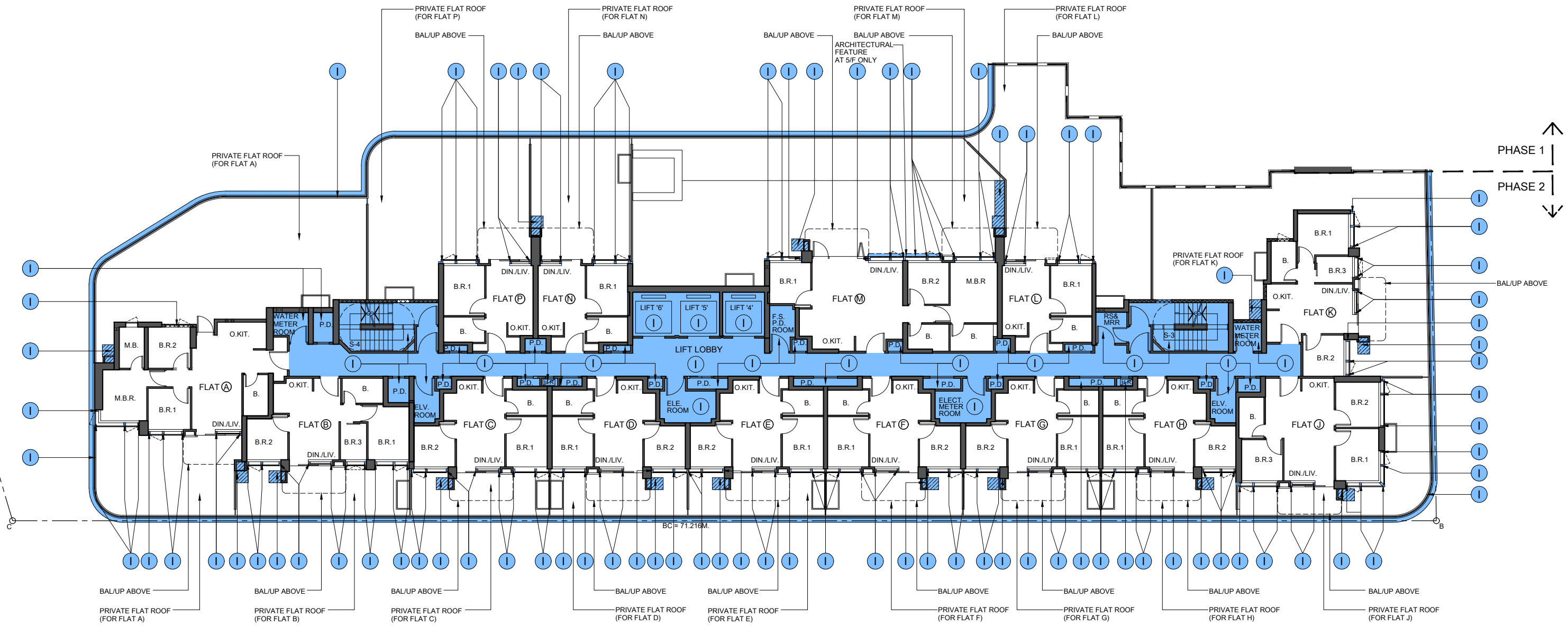
LO AND LO

SOLICITORS &c.

HONG KONG

**LEGEND :**

- RESIDENTIAL COMMON AREAS IN PHASE 2
- RESIDENTIAL COMMON AREAS IN PHASE 2  
(COMMON AREA FOR MAINTENANCE OF DRAINAGE PIPES ACCESSED BY MEANS OF POWER- OPERATED ELEVATING WORK PLATFORM)



**TOWER '2'**

**3RD FLOOR PLAN (TOWER 2)  
(PLAN NO. DMC-116)**

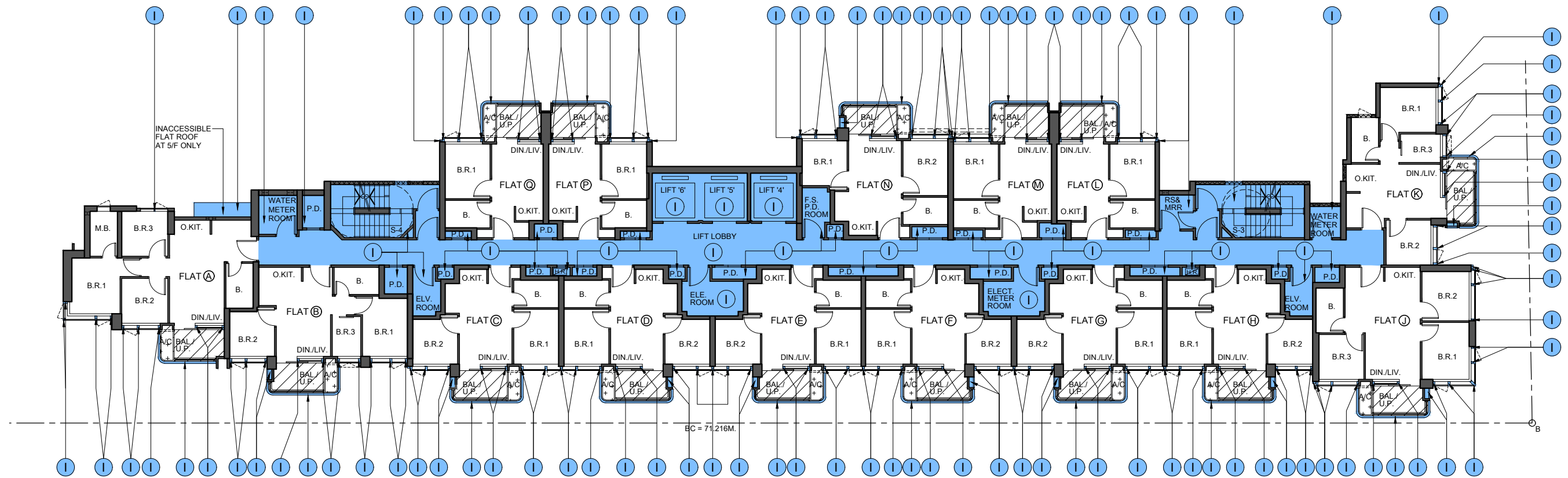
(NOT TO SCALE)  
(FOR IDENTIFICATION PURPOSE ONLY)

I HEREBY CERTIFY THE  
ACCURACY OF THIS PLAN.

ZHOU RAYMOND CHUN SUM  
AUTHORIZED PERSON

**LEGEND :**

- ① RESIDENTIAL COMMON AREAS IN PHASE 2
- BAL./U.P. BALCONY AND UTILITY PLATFORM
- + A/C + AREA FOR AIR-CONDITIONER



**TOWER '2'**


**5TH - 32ND FLOOR PLAN (TOWER 2)**  
**(4TH, 13TH, 14TH, 24TH & 34TH FLOOR ARE OMITTED)**  
**(PLAN NO. DMC-117)**

(NOT TO SCALE)  
 (FOR IDENTIFICATION PURPOSE ONLY)

I HEREBY CERTIFY THE  
 ACCURACY OF THIS PLAN.

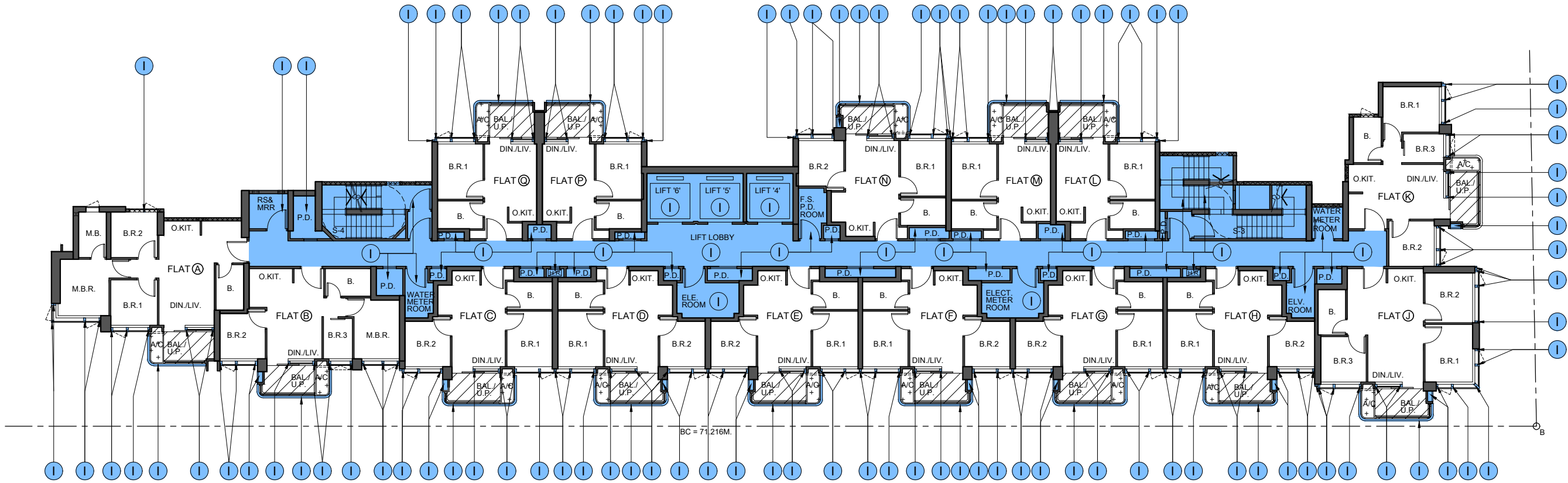
ZHOU RAYMOND CHUN SUM  
 AUTHORIZED PERSON

**LEGEND :**

 RESIDENTIAL COMMON AREAS IN PHASE 2

 BALCONY AND UTILITY PLATFORM

 AREA FOR AIR-CONDITIONER



**TOWER '2'**

**33RD FLOOR PLAN (TOWER 2)  
(PLAN NO. DMC-118)**

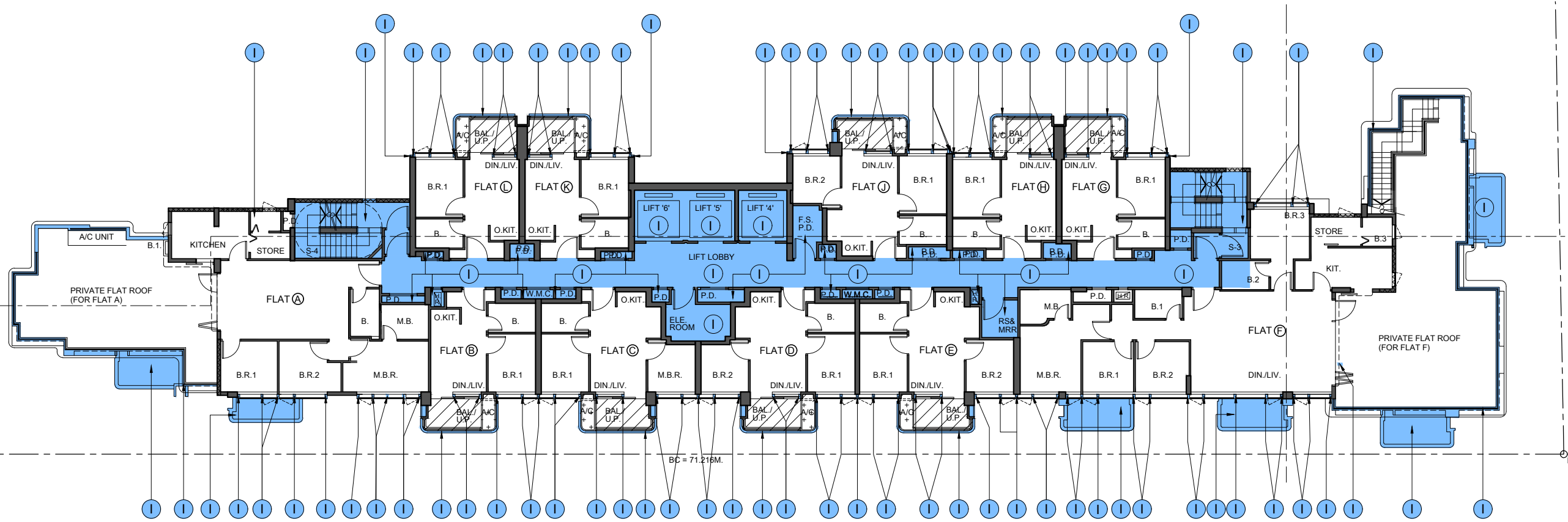
(NOT TO SCALE)  
(FOR IDENTIFICATION PURPOSE ONLY)

I HEREBY CERTIFY THE  
ACCURACY OF THIS PLAN.

ZHOU RAYMOND CHUN SUM  
AUTHORIZED PERSON

**LEGEND :**

- ① RESIDENTIAL COMMON AREAS IN PHASE 2
- BAL./U.P. BALCONY AND UTILITY PLATFORM
- + A/C + AREA FOR AIR-CONDITIONER



**TOWER '2'**

**35RD FLOOR PLAN (TOWER 2)  
(PLAN NO. DMC-119)**

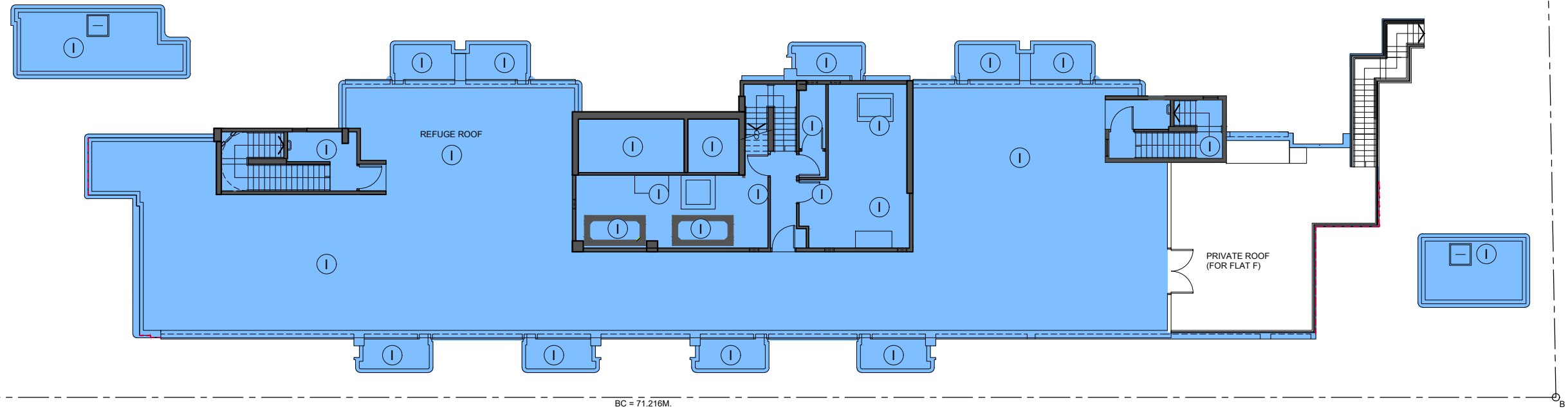
(NOT TO SCALE)  
(FOR IDENTIFICATION PURPOSE ONLY)

I HEREBY CERTIFY THE  
ACCURACY OF THIS PLAN.

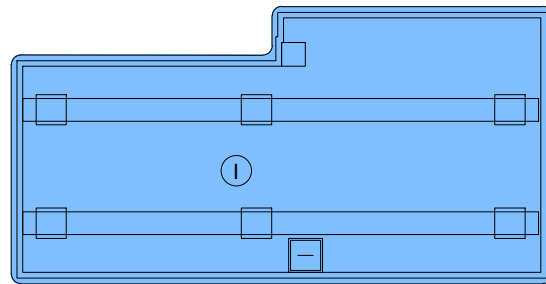
ZHOU RAYMOND CHUN SUM  
AUTHORIZED PERSON

LEGEND :

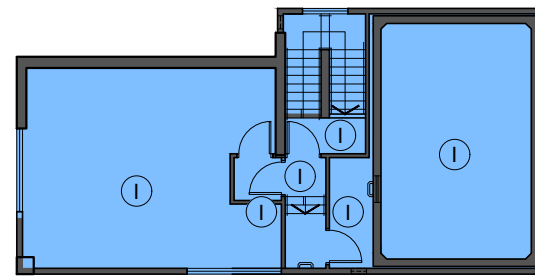
① RESIDENTIAL COMMON AREAS  
IN PHASE 2



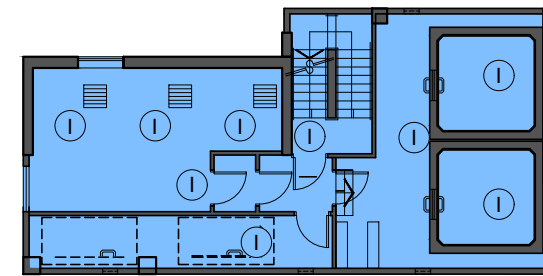
TOWER '2'



UPPER ROOF PLAN



PART PLAN FOR  
EMERGENCY GENERATOR ROOM



PART PLAN FOR  
LIFT MACHINE ROOM

ROOF PLAN (TOWER 2)  
(PLAN NO. DMC-120)

I HEREBY CERTIFY THE  
ACCURACY OF THIS PLAN.

ZHOU RAYMOND CHUN SUM  
AUTHORIZED PERSON

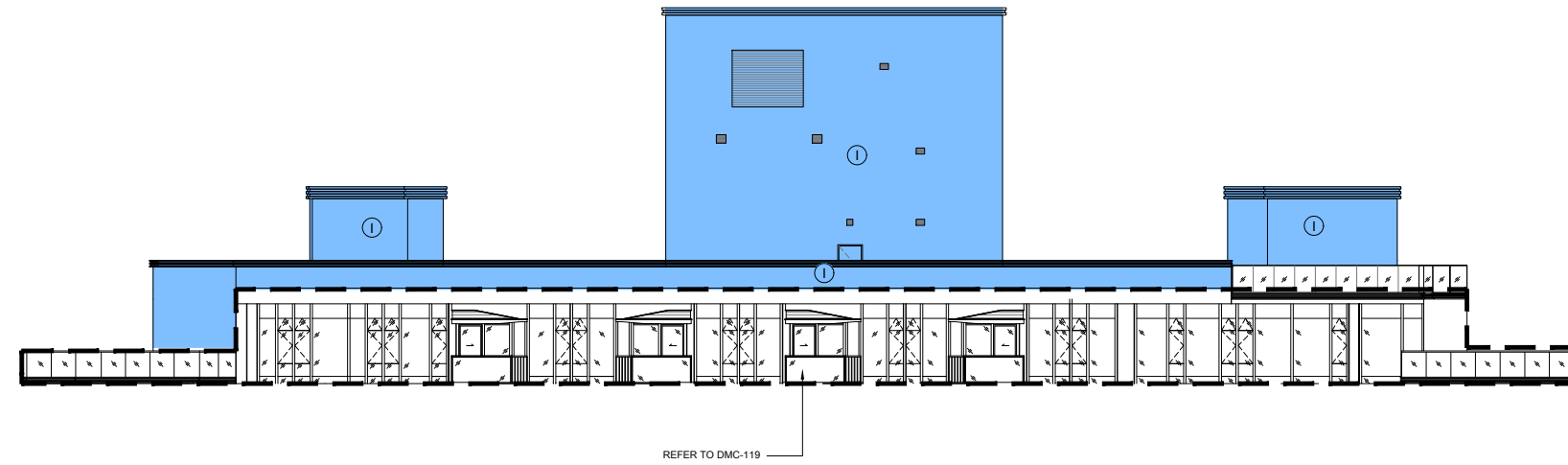
(NOT TO SCALE)  
(FOR IDENTIFICATION PURPOSE ONLY)

LEGEND :

① RESIDENTIAL COMMON AREAS IN PHASE 2

TOWER 2  
UPPER ROOF  
EGR  
LMR  
ROOF  
35/F  
33/F

B.L.



B.L.

SOUTH - EAST ELEVATION (TOWER 2)  
(PLAN NO. DMC-121)

(NOT TO SCALE)  
(FOR IDENTIFICATION PURPOSE ONLY)

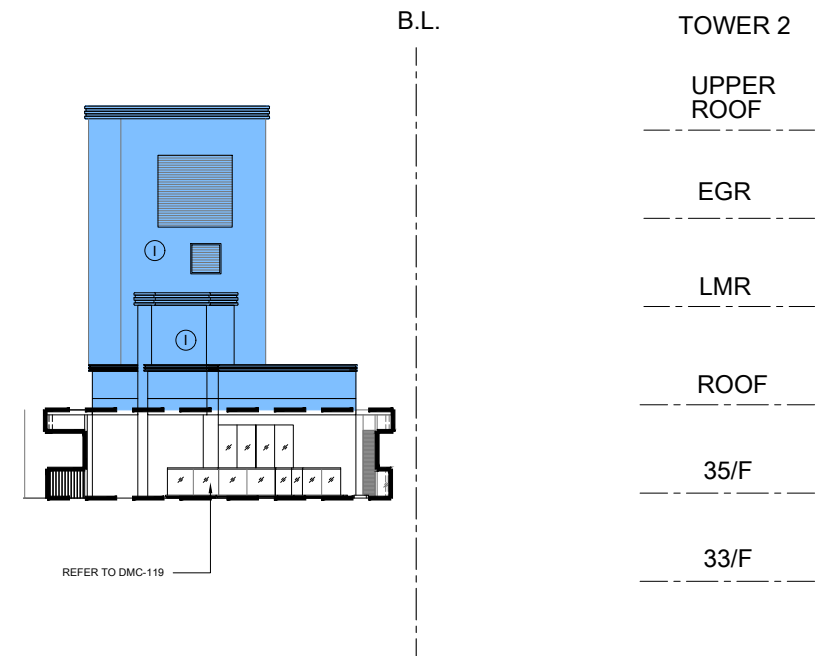
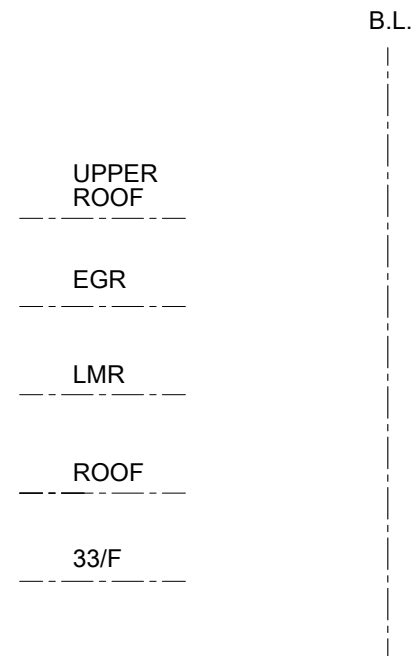
I HEREBY CERTIFY THE  
ACCURACY OF THIS PLAN.

ZHOU RAYMOND CHUN SUM  
AUTHORIZED PERSON



LEGEND :

① RESIDENTIAL COMMON AREAS IN PHASE 2



SOUTH - WEST ELEVATION (TOWER 2)  
(PLAN NO. DMC-123)

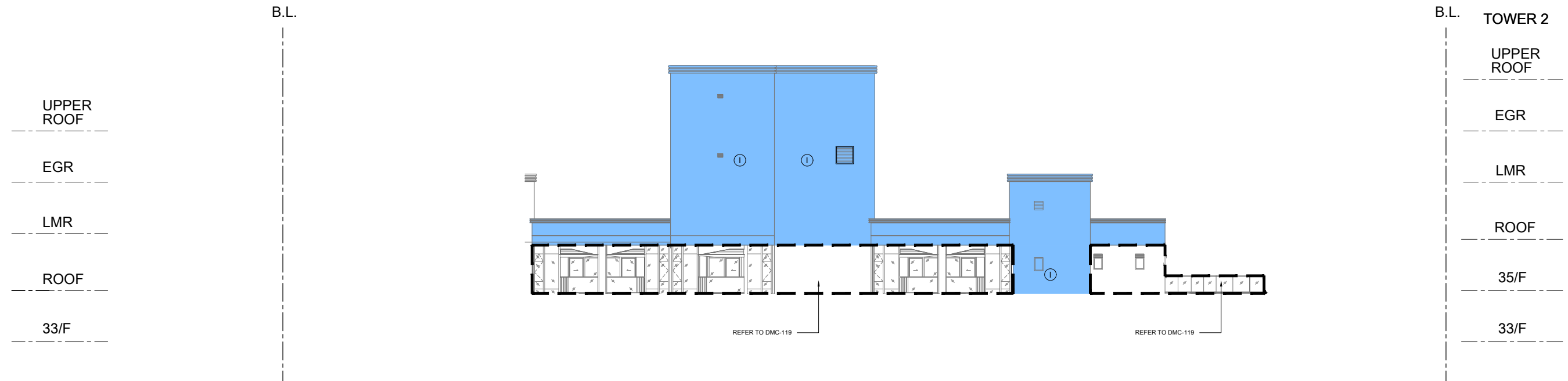
(NOT TO SCALE)  
(FOR IDENTIFICATION PURPOSE ONLY)

I HEREBY CERTIFY THE  
ACCURACY OF THIS PLAN.

ZHOU RAYMOND CHUN SUM  
AUTHORIZED PERSON

LEGEND :

① RESIDENTIAL COMMON AREAS IN PHASE 2



NORTH - WEST ELEVATION (TOWER 2)  
(PLAN NO. DMC-124)

(NOT TO SCALE)  
 (FOR IDENTIFICATION PURPOSE ONLY)

I HEREBY CERTIFY THE  
 ACCURACY OF THIS PLAN.

ZHOU RAYMOND CHUN SUM  
 AUTHORIZED PERSON