

THIS DEED is made the 18th day of October 2019

BETWEEN :-

- (1) CAMLUCK DEVELOPMENT LIMITED (錦樂發展有限公司) (Company No.478772) whose registered office is situate at 72nd-76th Floors, Two International Finance Centre, 8 Finance Street, Central, Hong Kong, BIGAME DEVELOPMENT LIMITED (誠栢發展有限公司) (Company No.380878) whose registered office is situate at 72nd-76th Floors, Two International Finance Centre, 8 Finance Street, Central, Hong Kong, CROWN GOLD DEVELOPMENT LIMITED (冠金發展有限公司) (Company No.2425426) whose registered office is situate at 72nd-76th Floors, Two International Finance Centre, 8 Finance Street, Central, Hong Kong and METRO HARVEST LIMITED (明凱有限公司) (Company No.543387) whose registered office is situate at 22nd Floor, South China Building, 1-3 Wyndham Street, Central, Hong Kong (collectively "the First Owner" which expression shall where the context so admits include their respective successors and assigns) of the first part,
- (2) [REDACTED] ("the First Assignee" which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns) of the second part, and
- (3) 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 :-

"Authorized Person" means Mr. Chau Tak Ho, Kenneth of CYS Associates (Hong Kong) Limited, an authorized person as defined in Section 2(1) of the Buildings Ordinance (Cap. 123) appointed by the First Owner for the construction of the Estate, which expression shall include any other authorized person or persons as defined in Section 2(1) of the Buildings Ordinance (Cap. 123) appointed by the First Owner from time to time.

"BMO" means the Building Management Ordinance (Cap. 344) or any statutory modification or re-enactment thereof for the time being in force.

"Building Plans" means the general building plans and specifications in respect of the Estate or any part or parts of the Estate approved by the Building Authority under Ref. No.BD/2/2028/16 and include any approved amendments thereto from time to time.

"Club House" means such parts of the Estate for use as a club house by 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 as shown and coloured red on the plans marked Nos.DMC-01 and DMC-02 annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person;
- (b) all those strips of the external walls of the Estate for the purpose of identification only as shown and coloured red on the plans marked Nos.DMC-09 to DMC-12 (both inclusive) annexed to this Deed together with any frames and/or other supporting structures (if any) erected or to be erected thereon or therein which are designed for the purpose of 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;
- (c) the Red Hatched Black Area;
- (d) the Visitors' Car Parking Space;
- (e) 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 or parts of the Estate, the lower half of such ceiling slab) and other structural supports of and within the Commercial Development BUT excluding the Estate Common Areas and Facilities and the Residential Development; and
- (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 Management Budget" means the budget to be prepared for the Commercial Development more particularly described in Clause 14(a)(iii) and (b)(ii) hereof.

"Commercial Management Expenses" means (upon execution of a Sub-Deed 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 Estate Common Areas and the Residential Common Areas, each of which Common Areas shall, where applicable, include those appropriate and relevant common parts specified in Schedule 1 to the BMO 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 or Deeds in respect of the Commercial Development.

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

"Common Facilities" means collectively the Estate Common Facilities and the Residential Common Facilities 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 or Deeds in respect of the Commercial Development.

"Estate" means the whole of the development comprising, inter alia, the Residential Units, 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 "One·ArtLane (藝里坊·1號)".

"Estate Common Areas" means those parts of the Estate intended for the common use and benefit of the Estate as a whole and not just any particular 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 that do not belong to or form part of the Commercial Development or the Residential Development;
- (b) the loading and unloading space situated on the ground floor of the Estate for the loading and unloading of vehicles as shown and marked "LOADING/UNLOADING SPACE" on the plan annexed to this Deed and marked No.DMC-01;
- (c) the Slopes and Retaining Walls;
- (d) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;
- (e) all those portions of the external walls of the Estate (including the curtain walls and canopies thereof, if any, architecture fins and features thereon) not forming part of the Commercial Development and the Residential Development and for the purpose of identification only as shown and coloured yellow on the plans marked Nos.DMC-09 to DMC-12 (both inclusive) annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person;
- (f) the Greenery Area;
- (g) the Planter Wall Area;
- (h) all those areas for the purpose of identification only shown and coloured yellow on the plans marked Nos.DMC-01 to DMC-08 (both inclusive) annexed to this Deed the accuracy of such plans is certified by or on behalf of the Authorized Person; and

- (i) such additional areas of the Estate as may at any time be designated as Estate Common Areas by the First Owner in accordance with the provisions of this Deed

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

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

"Estate Common Facilities" means all those facilities of the Estate 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, wires, ducts, flushing mains, fresh water mains, CCTV and other facilities and equipment installed in the Estate Common Areas for security purposes, plant and machinery and other like installations, facilities or services of the Estate, transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Estate and such additional devices and facilities of the Estate as may at any time be designated as Estate Common Facilities by the First Owner in accordance with the provisions of this Deed.

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

"Estate Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Estate as a whole 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 the Estate approved or accepted by the Fire Services Department and/or any other relevant Government authority or authorities, including any subsequent amendments, modifications or revisions thereof.

"First Assignee's Unit" means all those 26/6,800th Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy All That Flat K on the Twenty Third Floor with Balcony of the Estate.

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

"Government Grant" means the following Government leases:-

- (a) (i) Date : the 29th day of October 1934;
(ii) Parties : Late King George V of the one part and Tam Yui Tsuk of the other part;
(iii) Term : 999 years from the 1st day of October 1855;
(iv) Lot number : Inland Lot No.3863;
- (b) (i) Date : the 15th day of May 1950;
(ii) Parties : Late King George VI of the one part and Chu Ip Shi of the other part;
(iii) Term : 999 years from the 1st day of October 1855;
(iv) Lot number : Inland Lot No.3864;
- (c) (i) Date : the 15th day of May 1950;
(ii) Parties : Late King George VI of the one part and Chu Ip Shi of the other part;
(iii) Term : 999 years from the 1st day of October 1855;
(iv) Lot number : Inland Lot No.3865;
- (d) (i) Date : the 8th day of October 1934;
(ii) Parties : Late King George V of the one part and Wong Cheung Shi and Wong Lai Wa of the other part;
(iii) Term : 999 years from the 1st day of October 1855;
(iv) Lot number : Inland Lot No.3866;
- (e) (i) Date : the 10th day of December 1934;
(ii) Parties : Late King George V of the one part and Chan Chi Cheung of the other part;
(iii) Term : 999 years from the 1st day of October 1855;
(iv) Lot number : Inland Lot No.3867;
- (f) (i) Date : the 22nd day of February 1935;
(ii) Parties : Late King George V of the one part and Leung Tak Chung of the other part;
(iii) Term : 999 years from the 1st day of October 1855;
(iv) Lot number : Inland Lot No.3868;
- (g) (i) Date : the 22nd day of February 1935;
(ii) Parties : Late King George V of the one part and Leung Tak Chung of the other part;
(iii) Term : 999 years from the 1st day of October 1855;
(iv) Lot number : Inland Lot No.3869;
- (h) (i) Date : the 20th day of November 1934;

- (ii) Parties : Late King George V of the one part and Chan Sau King of the other part;
- (iii) Term : 999 years from the 1st day of October 1855;
- (iv) Lot number : Inland Lot No.3870;
- (i) (i) Date : the 20th day of November 1934;
- (ii) Parties : Late King George V of the one part and Chan Sau King of the other part;
- (iii) Term : 999 years from the 1st day of October 1855;
- (iv) Lot number : Inland Lot No.3871;

subject to and with the benefit of an Offensive Trade Licence dated the 27th day of June 2016 and registered in the Land Registry by Memorial No.16071402390242 and an Offensive Trade Licence dated the 19th day of October 2017 and registered in the Land Registry by Memorial No.18011900760028 and shall include any subsequent extensions or variations or modifications thereto or renewals thereof.

"Greenery Area" means the greenery areas (including any vertical greenery areas) on the ground floor of the Estate forming part of the Estate Common Areas for the purpose of identification only as shown and coloured yellow stippled black on the plan marked No.DMC-01 annexed to this Deed and the accuracy of such plan is certified by or on behalf of the Authorized Person.

"Lot" means all those pieces or parcels of ground registered in the Land Registry as THE REMAINING PORTION OF INLAND LOT NO.3863, THE REMAINING PORTION OF INLAND LOT NO.3864, THE REMAINING PORTION OF INLAND LOT NO.3865, THE REMAINING PORTION OF INLAND LOT NO.3866, THE REMAINING PORTION OF INLAND LOT NO.3867, THE REMAINING PORTION OF INLAND LOT NO.3868, THE REMAINING PORTION OF INLAND LOT NO.3869, THE REMAINING PORTION OF INLAND LOT NO.3870 and THE REMAINING PORTION OF INLAND LOT NO.3871 collectively.

"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 a Sub-Deed in respect of the Commercial Development) the Commercial Management Budget, and **"Management Budget"** shall be construed accordingly.

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

"Management Expenses" means collectively the Estate Management Expenses, the Residential Management Expenses and (upon execution of a Sub-Deed in respect of the Commercial Development) 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 Funds. Such funds shall be established and maintained by the Manager including interest and charges to defray the cost of the exercise of the Manager's powers and the performance of its duties under this Deed and the BMO 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 Sub-Deed provided.

"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 are Open Kitchen Units.

"Owner" means and includes each person in whom for the time being any Undivided Share is vested and is registered as such under the Land Registration Ordinance (Cap. 128) and every joint tenant or tenant in common of any such Undivided Share and where any such Undivided Share has been assigned or charged by way of mortgage or charge registered in the Land Registry the word Owner shall include both mortgagor or chargor and the registered mortgagee or chargee in possession of such Undivided Share or any mortgagee or chargee who has foreclosed PROVIDED THAT, subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such Undivided Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession or has foreclosed or is in receipt of the rents and profits of such Undivided Share.

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

"Owners' Incorporation" means the owners' incorporation of the Estate formed in accordance with the provisions of the BMO.

"Pedestrian Street cum Sitting-out Area" means collectively (i) the Red Hatched Black Area, (ii) the Greenery Area, and (iii) the Planter Wall Area all of which are open 24 hours daily for access and use by the general public.

"Planter Wall Area" means all those spaces situated on the ground floor of the Estate forming part of the Estate Common Areas for the purpose of identification only as shown and coloured yellow cross hatched black on the plans marked Nos.DMC-01, DMC-09, DMC-11 and DMC-12 annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person.

"Recreational Areas and Facilities" means and includes the Club House and other recreational areas and 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.

"Red Hatched Black Area" means all those areas on the ground floor of the Estate for the purpose of identification only shown and coloured red hatched black on the plan marked No.DMC-01 annexed to this Deed and the accuracy of such plan is certified by or on behalf of the Authorized Person. The Red Hatched Black Area forms part of the Commercial Development.

"Residential Common Areas" means those parts of the Residential Development 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 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) those parts of the external walls of the Estate (including the curtain walls thereof, if any, architecture fins and features thereon) for the purpose of identification only as shown and coloured green on the plans marked Nos.DMC-09 to DMC-12 (both inclusive) annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person;
- (b) those parts of the external walls of the Estate not forming part of the Residential Units or the Estate Common Areas including but not limited to: -
 - (1) the architecture fins and features thereon;
 - (2) the air-conditioning platforms (including the louvers and/or metal supporting frames thereof (if any)) adjacent to the Residential Units or such other area(s), if any, as may be designated for that purpose; and
 - (3) the curtain wall structures of the Estate 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, which said openable parts and glass panels shall form parts of the relevant Residential Units). For the avoidance of doubt, any glass panel forming part of the curtain wall structures of the Estate that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas;

BUT excluding the glass balustrades, metal balustrades or railings of the balconies, utility platforms (if any), flat roofs or specified parts of roofs which form parts of the relevant Residential Units;

- (c) the Recreational Areas and Facilities;
- (d) office and/or counter for caretaker, watchman and management staff, if any, on the ground floor;
- (e) all those areas for the purpose of identification only as shown and coloured green on the plans marked Nos.DMC-01 to DMC-08 (both inclusive) annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person; and
- (f) such additional areas of the Estate as may at any time be designated as Residential Common Areas by the First Owner in accordance with the provisions of this Deed

PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of "common parts" set out in section 2 of the BMO or (ii) any parts specified in Schedule 1 to the BMO and included under paragraph (b) of the definition of "common parts" set out in section 2 of the BMO 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.

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

"Residential Common Facilities" means all those facilities of the Estate intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units and includes but not limited to all lifts designated in the Residential Common Areas, wires, cables, ducts, pipes, drains, CCTV and other facilities and equipment installed in the Residential Common Areas for security purposes, the sports and recreational facilities in the Recreational Areas and Facilities and all mechanical and electrical installations and equipment exclusively for the Residential Development and such additional devices and facilities of the Estate as may at any time be designated as Residential Common Facilities by the First Owner in accordance with 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(a)(ii) hereof.

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

"Residential Unit" means a Unit of the Estate 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 of the Estate 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, metal balustrades or railings of the balconies, utility platforms, flat roofs or roofs or specified parts of roofs (if any) held with and forming part of such Residential Unit as approved under the Building Plans;
- (f) the aluminium grilles adjoining the false ceilings at balconies and/or utility platforms of the Residential Units (if any); and
- (g) the inner half of the party fence walls partitioning the flat 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 the slopes, slope treatment works, retaining walls and/or other structures within the Lot as shown and coloured yellow double hatched black on the plans annexed to this Deed and marked Nos.DMC-01, DMC-10 and DMC-12 and coloured orange on the plan annexed to this Deed and marked No.DMC-13 and the accuracy of such plans is certified by or on behalf of the Authorized Person, the maintenance of which is the liability of the Owners under the provisions of the Government Grant or this Deed.

"Special Funds" means funds to be established and kept by the Manager in accordance with Clause 19 of this Deed for the purpose of paragraph 4 of Schedule 7 to the BMO and the term **"Special Fund"** shall be construed to mean any one or more component(s) of the Special Funds if the context so required.

"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.

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

"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.

"Visitors' Car Parking Space" means the visitors' car parking space (with EV charging) and the EV meter cabinet as situated on the ground floor of the Estate for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the Owner(s) or Occupier(s) for the time being of the Commercial Development or any part thereof which said spaces are for the purpose of identification only as shown and marked **"VISITOR CAR PARKING SPACE (WITH EV CHARGING)"** and **"EV METER CABINET"** respectively on the plan marked No.DMC-01 annexed to this Deed. The Visitors' Car Parking Space forms part of the Commercial Development.

"Works and Installations" means all major works and installations in the Estate as set out in Fifth Schedule hereto which will 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.
- (3) For the purposes of sale the Lot and the Estate have been notionally divided into 6,800 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 full and exclusive right and privilege to hold, use, occupy and enjoy a Unit or any part of the Estate and to receive rents and profits therefrom shall be held by the Owner or Owners from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the **SECOND SCHEDULE** hereto and the express covenants and provisions herein contained.
4. The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and

restrictions contained herein and in the **THIRD SCHEDULE** hereto so far as the same relate to such Undivided Share held by him or them.

5. Subject to the Government Grant and this Deed, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such Unit or part or parts of the Estate which may be held therewith **PROVIDED THAT** any such sale, assignment, mortgage, charge, lease or licence shall be made expressly subject to and with the benefit of this Deed.
6.
 - (a) The right to the exclusive use, occupation and enjoyment of any Unit or part of the Lot and the Estate shall not be sold, assigned, mortgaged, charged or otherwise dealt with separately from the Undivided Share with which the same is held **PROVIDED ALWAYS THAT** the provisions of this Clause shall, subject to the Government Grant, not extend to leases or tenancies or licences in respect of any Unit or part of the Lot and the Estate.
 - (b) The right to the exclusive use, occupation and enjoyment of a flat roof or roof, if any, shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which the flat roof or roof is held.
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.

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' Incorporation 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 for as long as it remains the beneficial owner of any Undivided Shares allocated to the Commercial Development:-
 - (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 "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 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. 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 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 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 modification or variation as aforesaid), 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. 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 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 affect the rights, interests or obligations of any Owner not bound by such Sub-Deed(s).
- (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 Variation as aforesaid), 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 the Commercial

Development or any part thereof logos, posters and other advertising signs or structures whatsoever and whether illuminated or not, 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 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 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 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 and external facade 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 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) 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 or Sub-Deeds in respect of the any part or parts of the Estate which has or have not been sold or assigned not being the Common Areas for the purpose of including but not limited to sub-allocating or re-allocating Undivided Shares and/or Management Units relating thereto without joining in Owners of other parts of the Estate Provided That the provisions of such Sub-Deed(s) shall not contradict the provisions of this Deed and shall not adversely affect the rights, interests or obligations of any Owner not bound by such Sub-Deed to hold, use, occupy and enjoy his own Unit.
- (c) The right to apply to, negotiate and agree with the Government to amend, vary or modify the Government Grant (including any plans annexed thereto) or any conditions thereof, or to obtain waiver, no-objection letter or licence, 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 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 and that all premium and fees payable to the Government in connection with such amendment, variation and modification of the Government Grant shall be borne and paid by the First Owner unless such amendment, variation or modification 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 modification or 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, 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 modification or variation as aforesaid), 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' Incorporation (if formed), the right to affix, maintain, alter, repair, service, replace, renew and remove any one or more chimneys, flues, pipes, masts, conduits, plant, machinery, equipment, lightning conductors and lighting fixtures, 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 unreasonably affect or 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 Funds.

- (h) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed or the Owners' Incorporation (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 Residential Common Areas and Facilities whereupon with effect from such designation and declaration such additional Estate Common Areas and Facilities or 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 unreasonably interfere with or affect an Owner's exclusive right to hold, use and occupy the Unit which such Owner owns PROVIDED FURTHER THAT no Owner (including the First Owner) and the Manager shall re-convert or re-designate the aforesaid common areas and facilities to his or its own use and benefit.
- (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 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 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 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 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 or impede and any payment (if any) received shall be credited to the Special Funds.

- (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, recreation areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by licence for the benefit of the Lot and the Estate PROVIDED THAT the exercise of such right shall not affect or interfere with (i) the right of an Owner and/or an Occupier to hold, use, occupy and enjoy the part of the Estate which he owns or occupies (as the case may be) and (ii) the enjoyment of the Common Areas and Facilities by the Owners and Occupiers.
 - (o) As long as the First Owner is an Owner, the right to change the name of the Estate or the Commercial Development or any part or parts thereof at anytime upon giving six months' notice to the Owners 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.
9. (a) The Owners hereby jointly and severally and irrevocably APPOINT the First Owner and each of them jointly and severally 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 Camluck Development Limited, Bigame Development Limited, Crown Gold Development Limited and Metro Harvest Limited (collectively "the Company" which expression shall include their respective 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 18th day of October 2019 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 and each of them jointly and severally 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 BMO 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 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 BMO; or
 - (ii) prior to the formation of the Owners' Incorporation, upon the passing by a majority of votes of 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) calendar months' notice of termination in writing; or

- (iii) in the event that the Manager is wound up or has a receiving order made against it; or
 - (iv) the termination of the Manager's appointment by the Owners' Incorporation in accordance with paragraph 7 of Schedule 7 to the BMO.
 - (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 BMO.
 - (c) For the avoidance of doubt and notwithstanding anything to the contrary contained in this Deed, it is expressly declared that 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 Sub-Deed in respect of the Commercial Development to manage and maintain the Commercial Development on the terms and conditions as contained in this Deed.
11. Upon termination of the Manager's employment in whatever manner this may occur and if the Owners' Incorporation has not yet been formed, a meeting of the Owners' Committee shall immediately be convened to appoint a manager to take its place and such meeting shall appoint a manager who shall on the expiry of the notice given by or, as the case may be, to the Manager be immediately thereupon and thenceforth become vested with all the powers and duties of the Manager hereunder and the Owners' Committee shall on behalf of the Owners enter into a management agreement with such new manager defining its rights duties and obligations. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Lot and the Estate be without a responsible duly appointed manager to manage the Estate after the issue of an Occupation Permit covering the same and the execution of this Deed.
12. (a) The Manager's Fee, being the remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual Management Expenses (excluding the amount for the Manager's Fee itself and expenditure of a kind not incurred annually or expenditure drawn out of the Special Funds) reasonably and necessarily incurred in the good and efficient management of the Lot and the Estate. The Manager shall also be entitled to charge and be paid all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder. The Owners shall pay to the Manager the Manager's Fee hereunder in

advance on the first day (or such other day as the Manager may deem appropriate) of each calendar month. The percentage of total annual Management Expenses against which the Manager's Fee is calculated may be reviewed by a majority resolution passed at a meeting of the Owners convened under this Deed. 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 expenditure of a kind not incurred annually or expenditure drawn out of the Special Funds at the rate at which Manager's Fee is then charged or at such lower rate as it considers 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, 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 BMO.
 - (b) In respect of each financial year and to enable the Manager to determine the Management Charges payable by the respective Owners, the Manager shall 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 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 they 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) The Management Expenses shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper good and efficient

management and maintenance of the Lot and the Estate and the Common Areas and Facilities therein including but without prejudice to the generality of the foregoing the following costs charges and expenses:-

- (i) the expenses for maintenance, operation, control, repair, cleansing, painting, decorating, improving and keeping in good condition of all Common Areas and Facilities and the lighting thereof (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, 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;

- (viii) a sum for contingencies;
- (ix) legal and accounting and surveying fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided by this Deed;
- (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 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 incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or under any Sub-Deeds in respect of any part or parts of the Lot and the Estate;
- (xv) the expenses for cultivation, irrigation and maintenance of the planters and landscaped areas on the Common Areas and Facilities, in particular on the Greenery Area;
- (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) 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 Open Kitchen Units;
- (xviii) 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;

(xix) the costs and expenses for the control, operation, management and maintenance of the Recreational Areas and Facilities; and

(xx) any other items of expenditure which are necessary for the administration, management and maintenance of the Lot and the Estate including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses incurred by the Manager in respect thereof or such proportionate part thereof and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which relate to the administration and/or management and/or maintenance of the Lot and the Estate as well as any other lands, developments and buildings in a fair and reasonable manner having regard to the relevant circumstances.

14. (a) The Manager shall prepare the following three separate budgets showing the total management expenditure of the Estate for the ensuing year in consultation with the Owners' Committee except the first year:-

(i) the Estate Management Budget which shall show the estimated Estate Management Expenses and the Manager's Fee;

(ii) the Residential Management Budget which shall show (aa) the estimated Residential Management Expenses and the Manager's Fee and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of the Management Units allocated to all the Residential Units bears to the total number of Management Units allocated to the Estate as specified in the Fourth Schedule hereto; and

(iii) the Commercial Management Budget which shall show (aa) the estimated Commercial Management Expenses and the Manager's Fee and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget 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 the Estate as specified in the Fourth Schedule hereto.

(b) For the avoidance of doubt:-

(i) it is expressly agreed and declared that each of the above 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

- (ii) in the event that the Commercial Development is managed and maintained by the First Owner or a single Owner as provided in Clause 10(c) 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.
 - (c) In relation to any contract for the procurement of any supplies, goods or services, the Manager shall observe and comply with paragraph 5 of Schedule 7 to the BMO.
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 the Unit.
- (b) 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 (hereinafter called "the Advance Payment") which due proportion shall be the same proportion as the number of Management Units allocated to his Residential Unit as specified in the Fourth Schedule hereto bears to the total number of Management Units allocated to all the Residential Units as specified in 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 (hereinafter called the "Advance Payment") 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 the relevant Sub-Deed.

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 (b)(ii) of Clause 14 (hereinafter called "the Advance Payment")."

(c) PROVIDED ALWAYS THAT :-

- (i) the costs and expenses for the management and maintenance of the Greenery Area and the Planter Wall Area shall only be borne and paid by the Owner(s) for the time being of the Commercial Development and in the event Units in the Commercial Development are disposed of individually, subject to the terms and conditions in the relevant Sub-Deed in respect of the Commercial Development;
- (ii) where at any time any budgets prepared by the Manager are revised as hereinafter provided there shall be added to or deducted from the amount of the Advance Payment payable on the first day of each month for the remainder of the current financial year after such revision an amount equal to the difference between the relevant Management Charges in respect of the current financial year payable by the Owner concerned prior to such revision and the relevant Management Charges payable by that Owner in accordance with the revised budget divided by the number of complete months from the date of such revised budget to the end of the then current financial year;
- (iii) on the first day of the month immediately following the close of any financial year and on the first day of each of such subsequent months before the budget for the then financial year shall have been prepared and approved there shall be paid on account an amount equal to the Advance Payment by that Owner for the last month of the preceding financial year.

- (d) Notwithstanding anything herein contained, where the Manager or the Owners' Incorporation acquires Undivided Shares relating to the Common Areas and Facilities as trustee for all the Owners pursuant to this Deed then the Manager or the Owners' Incorporation shall be exempted from contributing to the Management Charges for such Undivided Shares relating to the Common Areas and Facilities.

16. (a) If the Manager is of the opinion that the receipts budgeted for the then current financial year are insufficient to cover all expenditure required to be incurred in that financial year, the Manager may subject to prior consultation with the Owners' Committee prepare a revised budget and may determine additional contributions payable by each Owner which may be rendered necessary by the adoption of such revised budget and may exercise all the powers conferred by this Deed in respect of such additional contributions. The Manager may recoup such deficiency by increased monthly instalments save that in exceptional circumstances it may be recovered by special contribution in one lump sum as the Manager shall see fit to require. Revision of budget shall not take effect until after 3 months following the effective date of the budget for the then current financial year.
- (b) In the event of a surplus of income over expenditure for a financial year, the surplus shall be treated as an income for the following financial year.
17. Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include:-
- (a) any sum attributable or relating to the cost of completing the construction of the Estate or any part thereof which sum shall be borne solely by the First Owner;
- (b) all existing and future taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any Unit which sums shall be borne by the Owner or Owners for the time being thereof;
- (c) the expenses for keeping in good and substantial repair and condition of the interior fixtures and fittings, windows and doors of any Unit together with the plumbing, electrical installations, plant equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which sums shall be borne solely by the Owner or Owners for the time being thereof.
18. Where any expenditure relates solely to or is solely for the benefit of the Residential Development or the Commercial Development or any Unit(s), then the full amount of such expenditure shall be borne by the Owners of the Residential Development or the Commercial Development or the Owner(s) of such Unit(s), as the case may be.
19. (a) The Manager shall establish and maintain three separate special funds respectively for the Estate Common Areas and Facilities, the Residential Common Areas and Facilities and the Commercial Development common areas and facilities (hereinafter called "the Special Funds") to meet expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually including but not

limited to expenses for the renovation, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and Facilities and the costs of the relevant investigation works and professional services but not for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Estate Provided That 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) hereof, the Manager shall not be required to establish and keep the Special Fund for the Commercial Development. It is hereby agreed and declared that each of the Special Funds shall be a trust fund managed by the Manager, but all sums in such funds shall be the property of the relevant Owners. For the avoidance of doubt, it is expressly declared that the above three Special Funds shall be treated as completely separate and independent funds so that any surplus or deficit in one fund shall not be taken into account in the other funds.

- (b) 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 as an initial contribution to all the relevant Special Fund(s) Provided That if an Owner is liable to contribute to more than one Special Fund, the Manager shall apportion such initial total contribution to the relevant Special Fund(s) in the same proportion as the Estate Management Expenses or the Residential Management Expenses or the Commercial Management Expenses (as the case may be) constitutes in his monthly contribution.
- (c) The First Owner shall in respect of any Units in that part of the Estate the construction of which has been completed and which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date when the First Owner is in a position validly to assign those Unit(s), whichever is the later, deposit with the Manager a sum equivalent to two (2) months of its monthly contribution to the Management Charges as an initial contribution to the relevant Special Fund(s) in respect of such unsold Unit(s).
- (d) Each Owner hereby covenants with the other Owners to make further periodic contributions to the Special Fund(s) 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 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 BMO 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 Funds into such accounts.
 - (f) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the relevant Special Fund(s) unless it is for a purpose approved by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).
 - (g) The payments made by the Owners towards the Special Funds are neither refundable to any Owner by the Manager nor transferable to any new Owner.
20. (a) 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 relevant first annual Management Budget as payment in advance of monthly contribution to the Management Charges of his Unit(s);
 - (ii) deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to three (3) months of the monthly contribution to the Management Charges payable by him in respect of his Unit(s) based on the relevant first annual Management Budget which deposit shall be non-interest bearing and shall not be used by such Owner to set off against any contribution payable by him under this Deed and which deposit shall be transferable;
 - (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 Residential Management Budget in respect of each Residential Unit owned by such Owner for defraying the initial outgoings and expenses of the Estate and the removal of debris which sum shall not be refundable or transferable Provided That any part of such sum not used for the aforesaid purpose shall be paid into the Special Fund for the Residential Development; and
 - (iv) pay to the Manager a due proportion of the deposits of water meters, electricity etc. for the Common Areas and Facilities or part thereof which

have been paid or will be paid by the Manager to the relevant utility companies, such due proportion of the deposits shall be transferable.

Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed) the Manager shall have the right to set off the deposit against any sums payable by an Owner under this Deed; the Manager shall be under no obligation to exercise such right of set-off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to 3 times the then current monthly management contribution 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 or (ii) the date when the First Owner is in a position validly to assign those Unit(s), whichever is the later :-
- (i) deposit with the Manager as security for the due payment of all amounts which may be or become payable by it under this Deed a sum equal to three (3) months of the monthly contribution to the Management Charges payable in respect of such unsold Unit(s) based on the relevant first annual Management Budget which deposit shall be non-interest bearing and shall not be used by the First Owner to set off against any contribution payable by it under this Deed and which deposit shall be transferrable; and
 - (ii) pay to the Manager a sum equivalent to one month of the Owner's monthly contribution to the Management Charges based on the first annual Residential Management Budget in respect of each Residential Unit for defraying the initial outgoings and expenses of the Estate and the removal of debris which sum shall not be refundable or transferrable Provided That any part of such sum not used for the aforesaid purpose shall be paid into the Special Fund for the Residential Development.

For the avoidance of doubt, the First Owner shall be entitled to recover the aforesaid deposit and payment from its assignees of the said unsold Units.

- (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 pay to the Manager a sum of HK\$5,000.00 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 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 the Management Charges and the Government rent payable in respect of a Unit up to and inclusive of the date of the assignment of such Unit to an Owner (if any) shall be borne and paid by the First Owner. An Owner shall not be required to make payment to or reimburse the First Owner for such outgoings.
22. Notwithstanding anything contained in this Deed, the Manager shall be entitled in its discretion :-
- (a) With the agreement of the Owner concerned to levy and to retain an additional charge against such Owner in respect of services rendered by the Manager to the Owner beyond what is provided for in this Deed, Provided That such charge shall form part of the management funds.
 - (b) To charge the Owner concerned a reasonable sum as 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 Funds.
23. (a) The Manager may collect from licensees, tenants and other Occupiers of the Common Areas and Facilities or any part thereof not otherwise required to pay and contribute to the Management Expenses such sum or sums as the Manager shall in his absolute discretion determine and such sum or sums collected shall form part of the management funds.

- (b) All moneys, income fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any Estate Rules shall form part of the management funds.
24. If any Owner shall fail to pay the Manager any amount payable hereunder within 30 days from the date of demand, he shall further pay to the Manager :-
- (a) Interest calculated at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any payment in arrears and such interest shall be payable from the due date until payment; and
 - (b) A collection charge of an amount not exceeding 10% of the amount due (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default;

Provided That all monies paid to the Manager by way of interest or collection charge shall form part of the Special Funds.

25. All amounts which become payable by any Owner in accordance with the provisions of this Deed or any relevant Sub-Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and any relevant Sub-Deed and legal costs and all other expenses incurred in or in connection with recovering or attempting to recover the same (on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager (and the claim in any such action may include a claim for the costs of the Manager in such action on a full indemnity basis and such defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the other Owners as a whole and no Owner sued under the provisions of this Deed or any relevant Sub-Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.
26. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed and any relevant Sub-Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed and any relevant Sub-Deed within 14 days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as aforesaid together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal costs (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.

27. Any charge registered as aforesaid shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of such defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Lot and the Estate held therewith and the provisions of Clause 25 of this Deed shall apply equally to any such action.
28. The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner and any person occupying any part of the Lot and the Estate through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and any relevant Sub-Deed and of the Estate Rules so far as the same are binding on such Owner and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 25 of this Deed shall apply to all such proceedings.
29. Subject to Clause 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 management funds.
30. Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in this Deed the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the account of the Owner against whom a claim has been made or credited to the management funds, where appropriate.
31. All money paid to the Manager including but not limited to those sums collected pursuant to this Deed and those by way of interest and collection charges and the interest earned on interest bearing bank accounts maintained by the Manager pursuant to this Deed or in the form of fee or other consideration which the Manager is entitled to charge under this Deed

for granting any consent to an Owner where the same is required shall be held on trust for all the Owners for the time being and shall be paid into an interest bearing account or accounts maintained with a licensed bank PROVIDED THAT the Manager may charge the Owner concerned and retain for its own account a reasonable fee for processing such consent.

32. Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and the Estate shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit(s) paid under this Deed and his contributions towards the relevant Special Fund(s) paid under this Deed to the intent that all such funds shall be held and applied for the management of the Lot and the Estate irrespective of changes in ownership of the Undivided Shares in the Lot and the Estate PROVIDED THAT any deposit paid under Clause 20 (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 BMO 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 BMO in relation to keeping of accounts.

36. Prior to the formation of the Owners' Incorporation, 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 this Deed, each Owner hereby irrevocably APPOINTS the Manager as agent with full power of delegation to enforce the provisions of this Deed against the other Owner or Owners and in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including in particular the following but without in any way limiting the generality of the foregoing :-
- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant Sub-Deed;
 - (b) To take all steps necessary or expedient for complying with the Government Grant and any government requirements concerning the Lot and the Estate or any part thereof;
 - (c) Unless otherwise directed by the Owners' Incorporation, to insure and keep insured to the full reinstatement value in respect of the Common Areas and Facilities as comprehensively as reasonably possible and in particular against loss or damage by fire or such other perils as the Manager shall deem fit, and in respect of public liability and/or occupiers liability and liability as employer of the employees of the Manager employed in connection with the management of the Lot and the Estate with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Estate according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force;
 - (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Lot and the Estate;
 - (e) To keep and maintain in good order and repair and condition the lighting of the Common Areas and Facilities, 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, those parts of the external

walls (including the curtain walls thereof) forming parts of the Common Areas, 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 the relevant Residential Units 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 enclosing or fronting the relevant Residential Units if any such shall be broken and remain unreplaced for 7 days (except in the case of emergency) after the Manager shall have served a notice on the Owner or Occupier of the part of the Estate concerned requiring him to replace the same;

- (h) To repair, maintain, upkeep, improve, control, operate and manage the Recreational Areas and Facilities and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Facilities and maintain the same;
- (i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (j) To keep all the Common Areas and Facilities in good condition and working order and subject to the prior approval of the Owners' Committee (if formed) to extend or provide additional facilities as the Manager shall at its 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 residents for the time being of the Lot and the Estate and during such times and at such intervals and to such destinations as the Manager may agree with the Owners' Committee and the Owners' Incorporation if formed and to charge the users of the shuttle bus services such fares as the Manager may agree with the Owners' Committee and the Owners' Incorporation if formed and to terminate and/or suspend such shuttle bus services at any time or times as the Manager may agree with the Owners' Committee and the Owners' Incorporation (if formed);
- (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 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 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 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;
- (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 relevant Sub-Deed and the Estate Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (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 management funds and be applied towards the management and maintenance of the Lot and the Estate;
- (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 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 Funds;
- (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 flat roofs (if any) or roofs (if any) 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;
- (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 and when it is formed) or the Owners' Incorporation (if any), 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 management funds;

- (aq) Subject to the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation (if any), 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 any income therefrom shall be credited to the management funds;
- (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 management funds and be dealt with in accordance with the provisions of this Deed and any relevant Sub-Deed;
- (au) To remove any dogs, cats or other animals or fowls from any Residential Unit if the same are brought into the Lot and the Estate and has been the cause of reasonable complaint (in the sole discretion of the Manager) by the different Owners or Occupiers of at least two 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' Incorporation (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 BMO 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 written consent or approval pursuant to this Deed or any relevant Sub-Deed or the Estate Rules and to impose conditions or additional 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 Funds 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 BMO, 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' Incorporation (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, 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, any terrace, roof, flat roof, upper roof, main roof, balcony and utility platform (if any) 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 serving the Estate;
- (bh) To engage qualified personnel to inspect keep and maintain in good substantial repair and condition, and to carry out any necessary works in respect of any of the Slopes and Retaining Walls in compliance with the Government Grant and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate government department regarding the maintenance of slopes, retaining walls and related structures and to collect from the Owners all costs lawfully incurred or to be incurred by the Manager in carrying out such maintenance, repair and other works in respect thereof Provided That the Manager shall not be made personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the

Manager is unable to collect the costs of the required works from all Owners pursuant to the terms of this Deed;

- (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 Incorporation, to give to the Owners Incorporation 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 Incorporation, without consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares shall be held by the Owners Incorporation as trustee for all the Owners;
- (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 relevant Sub-Deed or otherwise fails to observe or perform any of the terms and conditions herein contained and his tenants and licensees the use of the Recreational Areas and Facilities until such default is rectified;
- (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 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;
- (bq) To conduct regular inspection on an annual basis of the Open Kitchen Units to ensure that there is no alteration or removal of smoke detectors and alarm,

sprinklers and the full height wall having a half hour fire rated barrier provided within such Units;

- (br) To make suitable arrangement for distribution and allocation of any additional electricity supply to be distributed to the Estate by the relevant electricity providing 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;
- (bs) To grant access to the relevant electricity providing company or its staff, contractors, workers or agents a free and unobstructed right of way and vehicular access to go pass and repass and through the Estate to such areas of the Estate as provided by the First Owner to the relevant electricity providing company to maintain the transformer room and cable accommodations of the Estate and to carry out reinstatement work to the same if rendered necessary by the installation, connection, repair or replacement of the equipment of the relevant electricity providing company. For the avoidance of doubt, all materials and equipment provided by the relevant electricity providing company shall at all time remain the ownership and property of the relevant electricity providing company;
- (bt) 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;
- (bu) In the event of the covenants specified in Clause 76 being in breach by the Owners of the Non-enclosed Areas (as defined therein), the Manager, without prejudice to the right of the other co-owners, shall have the right to demand the defaulting Owners to rectify the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as he may in his absolute discretion consider necessary to secure compliance with the aforesaid covenants. The defaulting Owners shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose;
- (bv) To implement the Fire Safety Management Plan including but not limited to, assist the Owners of Open Kitchen Units in carrying out annual maintenance of the fire services system of the relevant Open Kitchen Unit and submit the maintenance certificate to the Fire Services Department;
- (bw) To control, operate, manage and maintain the Recreational Areas and Facilities;

- (bx) To manage, maintain, control and regulate the use of the loading and unloading space and to charge users thereof such fees as the Manager shall determine provided all fees shall be paid to the management funds;
- (by) Upon reasonable notice (except in an emergency), to access into those Residential Units consisting flat roof(s) and/or roof(s) (if any) (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 gondola or an equipment of the like 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;
- (bz) To organize any activities as it may consider appropriate on a regular basis to promote the concept of green life and the environmental awareness of the Owners and Occupiers of the Estate and to encourage them to participate in such activities with a view to improving the environmental conditions of the Estate;
- (ca) To keep the Greenery Area and the Planter Wall Area open 24 hours daily for the access and enjoyment by the general public for all lawful purposes;
- (cb) To upkeep, repair, maintain and manage the Greenery Area and the Planter Wall Area; and
- (cc) To do all such other things as are reasonably incidental to the management of the Lot and the Estate;

PROVIDED THAT except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the duties and powers of the Manager under this Clause shall not extend to those which relate to the effecting of any improvements to any facilities or services which involves an expenditure in excess of 10% of the 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 all parts of the Lot and the Estate including any Unit for the purposes of 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 relevant Sub-Deed, in particular, to enter and access to the Commercial Development or any Unit thereof to inspect, maintain, repair and replace the pipe ducts located therein serving as a continuity of the underground cable duct connecting

to the main power cable for electricity supply as dedicated by the relevant electricity providing company and the underground drains laid under the ground floor level and the Common Areas and Facilities in particular the piping works and services located in the Commercial Development, 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 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 and access to all parts of the roofs, flat roofs, balconies, utility platforms (if any) 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 including without limitation, the right to affix gondolas or equipment of the like for the aforesaid purposes.

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 relevant Sub-Deed Provided That the exercise of this right shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which he owns.
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' Incorporation (if any) to make, revoke and amend Estate Rules regulating the use, occupation, maintenance and environmental control of the Lot and the Estate and the Common Areas and Facilities or any part or parts thereof, the protection of the environment of the Estate and the implementation of 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 BMO and the conditions of the Government Grant and shall not in any way conflict with such terms and conditions, the BMO 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 BMO or the conditions of the Government Grant the terms and conditions of this Deed and the Sub-Deed, the BMO and the conditions of the Government Grant shall prevail.
 - (c) Without prejudice to the generality of sub-clause (b) above, the Manager shall be entitled, with the approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation (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.
42. Without prejudice to the Manager's duties under this Deed, the Manager shall have the right to enter into contracts with third parties for or to delegate or subcontract to other agents or managers or sub-managers whose business is that of estate management the management, maintenance, operation and control of the Common Areas and Facilities or any part or parts thereof on such terms and conditions as the Manager shall in its discretion think fit Provided That the Manager shall not transfer or assign its rights and obligations under this Deed to any such third parties and such third parties shall remain answerable to the Manager. The Manager shall at all times be responsible for the management and control of the Estate (including any part thereof) in accordance with the provisions of this Deed.

SECTION IV

EXCLUSIONS AND INDEMNITIES

43. The Manager, its servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed or any Sub-Deed not being an act or omission involving criminal liability or dishonesty or gross negligence and the Owners shall fully and effectually indemnify the Manager, its servants,

agents or contractors from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith. Without in any way limiting the generality of the foregoing, the Manager, its servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of: -

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

UNLESS it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its servants, agents or contractors involving criminal liability or dishonesty or gross 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 relevant Sub-Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or Occupiers for which the Manager is not empowered by this Deed or any relevant Sub-Deed or for which the Manager has elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

SECTION V

OWNERS' COMMITTEE

45. Within 9 months of the execution of this Deed, the Manager shall convene a meeting of the Owners to establish an Owners' Committee and to elect a chairman thereof. The Owners' Committee shall consist of 9 members of which 8 members shall be elected by the Owners of the Residential Development and 1 member by the Owner(s) 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 be limited to the following :-
- (a) the representing of the Owners in all dealings with the Manager;
 - (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
 - (c) the reviewing of the draft annual Management Budget, annual Management Budget and revised Management Budget prepared by the Manager;
 - (d) the approval of the Estate Rules made from time to time by the Manager and any amendment or revocation thereof;
 - (e) the liaising with the Manager in respect of all matters concerning the management of the Lot and the Estate;
 - (f) to convene meetings of all the Owners;
 - (g) to act as the Manager during such period as no Manager is appointed;
 - (h) the appointment of accountants for audit of the annual accounts prepared by the Manager; and
 - (i) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed or the BMO.
47. The following persons shall be eligible for membership of the Owners' Committee :-
- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee.

- (b) The husband or wife of any Owner or any adult member of the family of any Owner duly authorised by the Owner which authorization shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee.
 - (c) If at any annual general meeting at which an appointment or election of a member should take place, the office of the retiring member is not filled, or if in any year no annual general meeting is held, the member shall continue in office until the next annual general meeting.
 - (d) The Owners' Committee may continue to act notwithstanding any vacancies in its number as long as the number is not reduced below 5 and where the number is reduced to only 5 the quorum for its meeting shall be 5 Provided That if the number is reduced below 5, the remaining member(s) of the Owners' Committee may act for the purpose only of electing other member(s) of the Owners' Committee.
 - (e) A member of the Owners' Committee appointed by the Owners of any component part of the Estate may be removed from office and another person appointed in his place by notice in writing from the Owners of that component part addressed to the Owners' Committee.
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) He ceases to be an Owner of Undivided Shares.

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

49. The provisions of Schedule 8 to the BMO 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 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 gross 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 gross 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.

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 from the execution of this Deed, the business of which shall include the appointment of a chairman and the members of the Owners'

Committee or to appoint a management committee for the purpose of forming an Owners' Incorporation.

- (b) 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 BMO 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) Without prejudice to anything herein contained, no resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) namely :-
- (i) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Government Grant or in the event of the Government taking any action by way of earlier re-entry thereunder in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease term upon such

terms and conditions as the Government shall offer, whether and in what manner to pay any premium, rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the Government Grant as aforesaid.

- (ii) A resolution to rebuild or redevelop the Estate or any part or parts thereof otherwise than in accordance with Clause 61.
 - (c) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than 50% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.
 - (d) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
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 and any reference to "Undivided Share" or "Undivided Shares" shall exclude the Undivided Shares allocated to the Common Areas and Facilities which shall not carry any voting rights at any meeting or liability to pay any fee or charges under this Deed, nor will those Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.

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 75% of the Undivided Shares allocated to the damaged part of the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting of the Owners of the Estate or (as the case may be) the part thereof so affected and such meeting may resolve by not less than 75% majority Undivided Shares of such Owners present and voting in proportion to the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) held at such meeting whether or not to rebuild or reinstate the damaged part of the Estate so affected. 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 Estate or (as the case may be) the part thereof so affected then in such event the Undivided

Shares in and of the Estate or (as the case may be) the part thereof so affected shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such Owners. All insurance money received in respect of any policy of insurance on the Estate or (as the case may be) the part thereof so affected shall likewise be distributed amongst such Owners. 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 not less than 75% majority of such Owners present and voting in proportion to the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) held at such meeting to reinstate or rebuild the Estate or (as the case may be) the part thereof so affected the Owners of the Estate or (as the case may be) the part thereof so affected shall pay the excess of the cost of reinstatement or rebuilding of the Estate or the relevant part thereof damaged as aforesaid over and above the proceeds recoverable from the insurance of the Estate or (as the case may be) the part thereof so affected in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the Estate or the relevant part thereof and be recoverable as a civil debt.

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 of the damaged part(s) of the Estate, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed;
 - (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 part thereof so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;

- (c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week at the same place, and if at such adjourned meeting a quorum be not present the Owners present shall be deemed to constitute a quorum;
- (d) Every such meeting shall be presided over by the chairman of the Owners' Committee or, in his absence, the Owners present shall choose one of their members to be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner shall have one vote for each Undivided Share allocated to the Estate or (as the case may be) the part thereof so affected vested in him and in the case of Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and the vote in respect of that Undivided Share may be cast :-
 - (i) by a proxy jointly and appointed by such Owners;
 - (ii) by 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 in respect of the Undivided Share, only the vote that is cast, in person or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid.

In case of any equality of votes the chairman shall have a second or casting vote.

- (g) Votes may be given either personally or by proxy;
- (h) The instrument appointing a proxy shall be lodged with the person, or one of the persons, as the case may be, who convened the meeting not less than 24 hours before the time for the holding of the meeting;
- (i) A resolution passed at a duly convened meeting by not less than 75% majority of such Owners present in person or by proxy and voting in proportion to the number of Undivided Shares (excluding the Undivided Shares allocated to the Common

Areas) held at such meeting shall be binding on all the Owners of the Estate or (as the case may be) the relevant part of the Estate PROVIDED as follows :-

- (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
- (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
- (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (j) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than 75% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) or (as the case may be) the part thereof so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners;
- (k) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION 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 relevant 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 BMO shall be incorporated in and form part of this Deed.
- 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 a

copy of the Estate Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for 7 consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

66. Any Owner not resident in the Estate shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed and any relevant Sub-Deed. In the event that the Owner shall fail to provide the Manager with such an address in Hong Kong, then the Manager may treat the address of the Unit which such Owner owns as the address for service of notices.
67. Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at or delivered to the registered office of the Manager.
68. (a) The First Owner shall at its own cost provide a direct translation in Chinese of this Deed. The First Owner shall deposit a copy of this Deed and the Chinese translation thereof in the management office within one month from the date of this Deed for inspection 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 Funds. In the event of any dispute as to the effect of the Chinese translation and the English version of this Deed, the English version shall prevail.
- (b) The First Owner shall deposit a copy of Schedules 7 and 8 to the BMO (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 Funds.
69. The First Owner shall prepare or cause to be prepared a set of plans showing the Common Areas. The accuracy of such plans shall be certified by or on behalf of an Authorised Person

(as defined in the Buildings Ordinance (Cap.123)). A copy of such plans shall be kept at the management office and may be inspected by the Owners during normal office hours 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 mortgagee is in possession of such Undivided Share and has duly served written notice of such fact on the Manager PROVIDED THAT once the mortgagee has taken possession of such Undivided Shares he shall become fully liable for the payment of all the management fee, expenses and contributions payable in respect of the relevant part of the Estate under this Deed including any arrears thereof.
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. Nothing herein shall prejudice in any way the operation of the BMO 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 the BMO and the Schedules thereto, the BMO and the Schedules thereto shall prevail. If any Owners' Incorporation is formed under the provisions of the BMO, the Owners' Incorporation shall be vested with all the rights, powers, duties and obligations for the control, management and administration of the Lot and the Estate conferred by this Deed or any Sub-Deed on the Manager and subject to any provisions herein in extension or modification thereof. The provisions contained in Schedule 2 to the BMO shall apply to the management committee of the Owners' Incorporation following incorporation of the Owners thereunder which shall take the place of the Owners' Committee formed under this Deed and the provisions contained in Schedule 3 to the BMO shall apply to all general meetings of the Owners' Incorporation which shall take the place of the Owners' meetings under this Deed.
73. The First Owner shall upon execution of this Deed assign the Undivided Shares relating to the Common Areas and Facilities to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant and to this Deed. Such Undivided Shares relating to the Common Areas and Facilities shall upon such assignment to the Manager be held by the Manager as trustee for all the Owners for the time being and in the event the Manager shall resign or be wound up or have a receiving order made against it or is removed and another manager be appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Undivided Shares 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 relevant Sub-Deed PROVIDED FURTHER THAT when the Owners' Incorporation has been formed, it may request the Manager to assign the Undivided Shares relating to the Common Areas and Facilities and transfer the management responsibilities to it free of costs or consideration, in which event the Owners' Incorporation must hold them on trust for the benefit of all the Owners for the time being.

74. (a) The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office of the Estate within one month of the date of this Deed for inspection by all Owners free of charge and taking copies thereof upon payment of a reasonable charge. All charges received shall be credited to the Special Funds.
- (b) The Owners shall at their own expense maintain and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and this Deed and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual. The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office within one month from the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Funds. The Manager (which for the purpose of this Clause shall include the Owners' Committee or Owners' Incorporation (if formed)) is hereby given full authority by the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of the Slopes and Retaining Walls in compliance with the Government Grant and this Deed and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures. All Owners shall pay to the Manager all costs lawfully incurred or to be incurred by it in carrying out such maintenance, repair and any other works. The Manager shall not be personally liable for carrying out any such requirements of the Government Grant and this Deed which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners.
75. The Owners and the Manager hereby covenant with one another to observe, perform and comply with the terms and conditions of the Government Grant so long as they remain (in the case of the Owners) as Owners and (in the case of the Manager) as the Manager.

76. (a) A balcony and/or an utility platform (if any) which forms part of a Residential Unit, for the purpose of this Deed is designated as a "Non-enclosed Area". The Owner of each Residential Unit which includes a Non-enclosed Area:-
- (i) shall not use the Non-enclosed Area or permit it to be used for any purpose other than as a balcony or, as the case may be, an utility platform for the proper use and enjoyment of the Residential Unit;
 - (ii) shall not enclose the Non-enclosed Area and the covered areas beneath 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; and
 - (iii) shall maintain the Non-enclosed Area in good and substantial repair and condition at such Owner's own cost and expense.
- (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 shall at its own cost and expense 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.

- (b) The First Owner shall deposit a full copy of the Works and Installations Maintenance Manual in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Funds. For the avoidance of doubt, all costs incidental to the preparation of the Works and Installations Maintenance Manual will be borne by the First Owner.
- (c) The Owners shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of the Estate and their own Units including the Works and Installations.
- (d) The Works and Installations as set out in the Fifth Schedule hereto and the Works and Installations Maintenance Manual shall be revised in such manner and at such intervals as may be necessary including but not limited to the addition or the deletion of Works and Installations in the Estate and the updating of maintenance strategies in step with changing requirements.
- (e) The Owners may, by a resolution of Owners at an Owners' Meeting convened under this Deed, decide on revisions to be made to the Works and Installations as set out in the Fifth Schedule hereto and the Works and Installations Maintenance Manual, in which event the Manager shall procure from a qualified professional or consultant the revised schedule for 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.
- (f) 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 Funds.
- (g) The Manager shall deposit the revised Works and Installations Maintenance Manual in the management office within one month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Funds.

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 will not exceed 3 years;

- (b) the right to be granted under the contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and
 - (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 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. Without prejudice to the generality of but in addition to the foregoing, the Owner of an Open Kitchen Unit shall observe and comply with the following provisions: -
- (i) not to alter, remove or obstruct the sprinkler head(s) provided at the ceiling immediately above the open kitchen, smoke detector(s) (multi-sensor) provided inside his Open Kitchen Unit and at the common lobby outside 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;
 - (ii) not to remove or alter 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 maintain and keep the fire services installations specified in the Fire Safety Management Plan and installed in his Open Kitchen Unit in good order and working condition;
 - (iv) to let, lease, license or otherwise part with the possession of his Open Kitchen Unit upon the condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall agree to observe and comply with the provisions contained in this Deed relating to and/or applicable to Open Kitchen Units.
- (b) The Manager shall on behalf of the Owners of the Open Kitchen Units carry out and implement the plans relating to maintenance, inspection and check, staff training including the course of action to be carried out by security officer / security guard, fire drill to be carried out at least annually, fire action and fire prevention as set out in the Fire Safety Management Plan. Without limiting the generality of the foregoing, the Manager is hereby given full authority by the Owners of the Open

Kitchen Units to engage or employ registered fire service installation contractors for the annual inspection and check, testing, keeping and maintaining in good substantial repair and condition, and carrying out any necessary works in respect of the fire services installations (including but not limited to smoke detectors, fire alarm system and the sprinkler system within the Open Kitchen Units and the common corridors) as specified in and in accordance with the Fire Safety Management Plan and submit the maintenance certificate to the Fire Services Department.

- (c) The Manager and the registered fire service installation contractors engaged by the Manager shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to carry out check, inspection, testing or maintenance of the fire services installations therein (at the cost of the Owner of that Open Kitchen Unit) or verify observance and compliance of provisions referred to in Sub-clause (a) above.
 - (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.
80. (a) Subject to the provisions of this Deed, the Owner(s) for the time being of the Commercial Development shall at his own costs and expenses observe and comply with the following provisions:-
- (i) keep the Red Hatched Black Area open for members of the public to go, pass and repass on, along, over, by and through and to use 24 hours daily the Red Hatched Black Area for all lawful purposes;
 - (ii) manage the Red Hatched Black Area in compliance with this Deed;
 - (iii) keep and maintain the Red Hatched Black Area so that the same shall be well preserved; and
 - (iv) repair and maintain the Red Hatched Black Area in good substantial repair and condition.
- (b) The Owner(s) for the time being of the Commercial Development shall appoint the Manager under a separate management agreement to manage and maintain the Red Hatched Black Area on the terms and conditions as contained in such management agreement Provided That the provisions of such management agreement shall not contradict the provisions herein Provided Further that the Manager shall be given full authority to engage or employ contractors for the inspection, keeping and maintaining in good substantial repair and condition, and

carrying out any inspection, repair and maintenance works relating to the Red Hatched Black Area at the expense of the Owner(s) for the time being of the Commercial Development. For the avoidance of doubt, the Owner(s) for the time being of the Commercial Development shall be entitled and have the right to control the Red Hatched Black Area who may make rules or regulations or impose conditions regulating the management thereof and the Manager shall obey and comply with all instructions and directions which may be given by the Owner(s) for the time being of the Commercial Development in connection with the management of the Red Hatched Black Area.

- (c) The Manager shall prepare a separate management budget for the management and maintenance of the Red Hatched Black Area and the budgeted expenses for the management and maintenance of the Red Hatched Black Area to be prepared by the Manager shall be borne solely by the Owner(s) for the time being of the Commercial Development and in the event Units in the Commercial Development are disposed of individually, subject to the terms and conditions in the relevant Sub-Deed in respect of the Commercial Development.
81. The Manager shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in the case of emergency when no notice is required) the Commercial Development to carrying out checks, inspections, repair, maintenance, rebuilding, alteration, renewal and cleaning of the surface drain channels therein.
82. 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.
83. 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.

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

(1)	<u>Residential Units</u>	<u>No. of Residential Unit(s)</u>	<u>No. of Undivided Shares per Residential Unit</u>	<u>Total No. of Undivided Shares</u>
	Flat A on 5/F with Flat Roof	1	37	37
	Flat B on 5/F with Flat Roof	1	21	21
	Flat C on 5/F with Flat Roof	1	21	21
	Flat D on 5/F with Flat Roof	1	22	22
	Flat E on 5/F with Flat Roof	1	24	24
	Flat F on 5/F with Flat Roof & BAL	1	27	27
	Flat G on 5/F with BAL	1	21	21
	Flat H on 5/F with BAL	1	20	20
	Flat J on 5/F with BAL	1	20	20
	Flat K on 5/F with Flat Roof	1	24	24
	Flat A on 6/F to 31/F with BAL	23	39	897
	Flat B on 6/F to 31/F with BAL	23	23	529
	Flat C on 6/F to 31/F with BAL	23	23	529
	Flat D on 6/F to 31/F with BAL	23	24	552
	Flat E on 6/F to 31/F with BAL	23	26	598
	Flat F on 6/F to 31/F with BAL	23	27	621
	Flat G on 6/F to 31/F with BAL	23	21	483
	Flat H on 6/F to 31/F with BAL	23	20	460
	Flat J on 6/F to 31/F with BAL	23	20	460
	Flat K on 6/F to 31/F with BAL	23	26	598
			Sub-total:	5,964
(2)	Commercial Development			402
(3)	Common Areas and Facilities			434
			Total = (1)+(2)+(3):	6,800

Notes

- (1) BAL = Balcony
- (2) In the numbering of floors, 4/F, 13/F, 14/F and 24/F are omitted.
- (3) In the descriptions of the Residential Units, "Flat I" is omitted.
- (4) Refuge floor is located on R/F.

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 this Deed and the Estate Rules, the rights of the Manager and the First Owner as herein provided have the benefit of the following easements, rights and privileges :-

(a) **Right of way 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 and such of the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit;

(b) **Right of escape to and through Common Areas**

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

(c) **Right of support and shelter**

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

(d) **Right to passage of water etc.**

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

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

The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon prior notice (except in the case of emergency) to enter upon other parts or 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 have the full right and liberty subject to payment of the prescribed fees (if any) and his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any), the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed): -
 - (a) 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) to place and install air-conditioning units at the air-conditioning platform(s), if any and if the same forms part of the Residential Common Areas, adjoining his Residential Unit or such other area(s), if any, as may be designated for that purpose notwithstanding that such platform(s), if any, or such other area(s), if any, as may be designated for that purpose form part of the Residential Common Areas.
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/their lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors who are disabled and/or elderly persons (in common with all persons having the like right) shall have the full right and liberty (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any), the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) to use the entrance lobby on the ground floor and the passenger lifts (which form parts of the Residential Common Areas and Facilities) under the direction of the Manager for the purpose of gaining access to and from those parts of the Commercial Development on the 1st floor or any part thereof Provided That for the purpose of this clause, the decision of the Manager as to whether a person is disabled and/or elderly shall be final, conclusive and binding on such person and any Owner(s) and/or person(s) who may be concerned.

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 and other provisions at the building perimeter of the flat roof or roof forming part of a Unit for operation of the building maintenance system, including but not limited to gondola or an equipment of the like which shall be entitled to rest on the flat roofs on the 5th floor or on the roofs of the Estate forming part of any Unit and the Owner(s) of such Unit shall not do or suffer to be done on such flat roofs or roofs anything which may cause obstruction to the resting of the gondola or an equipment of the like on the flat roofs or the roofs;
- (ii) to enter and to obtain access to and from the Commercial Development or any Unit thereof to service the underground drains and other piping works and services laid under the ground floor level and the Common Areas and Facilities,

in particular the other 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 flat roofs or 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 flat roofs or roofs or any part(s) thereof or any apparatus or equipment installed or placed thereon, or carrying out the external pipe works on the roof or any part(s) thereof;

(c) Right of the public

The free and uninterrupted right for all members of the public for all lawful purposes to go, pass and repass on, along, over, by and through and to use 24 hours daily the Pedestrian Street cum Sitting-out Area.

(d) Other Rights

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

THE THIRD SCHEDULE ABOVE REFERRED TO

1. Subject to the rights reserved to the First Owner under this Deed or any Sub-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 or any Sub-Deed, no part of the Common Areas and Facilities shall be obstructed save with the licence of the Manager (who shall not grant the licence should the obstruction be in contravention of any Ordinances or regulations of Hong Kong or of this Deed or any Sub-Deed) nor shall any refuse or other matter or thing be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or Occupiers of any other part of the Lot and the Estate Provided That the placing of air-conditioning units on the air-conditioning 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 other 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 or any Sub-Deed, no Owner shall cut, maim, alter, affix, interfere with, damage or in any other way affect or permit or suffer to be cut, maimed, altered, affixed, interfered with, damaged or in any other way affected any part of the Common Areas and Facilities.
8. No clothing or laundry shall be hung on any flat roofs or roofs or outside the Estate or any part thereof (other than in the spaces specially provided therefor) or in the Common Areas and Facilities.
9. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Lot and the Estate may be clogged or efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected and to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision.
10. No air-conditioning or other units shall without the prior written consent of the Manager be installed through any windows or external walls of the Estate other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot or the Estate. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Unit in good repair and condition.
11. No Owner shall use or cause or permit his 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).
12. No Owner shall make or cause or permit any disturbing noise in his Unit or do or cause or permit or suffer anything to be done which will interfere with the rights, comfort, and convenience of other occupants of the Estate.
13. 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.
14. Save as otherwise provided in this Deed, 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 except with the prior written approval of the Manager and the competent Government authority or authorities (if required).

15. Subject to the right of the First Owner to design the first external appearance of the Estate upon construction thereof, 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 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 flat roofs or roofs or balconies or utility platforms (if any) of a Unit of the Estate, and the main door of a Residential Unit and doors of roofs or flat roofs forming part of any Residential Unit shall not be painted, altered or replaced unless the side(s) of such door(s) facing the common corridor or common lift lobby is/are of similar design colour and material as the original ones designed by the First Owner. For the avoidance of doubt, 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 Provided That such advertising sign shall relate to or be in connection with the lawful business of such Unit.
16. 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.
17. No Owner shall permit the playing of mahjong in any Unit between 11 p.m. and 9 a.m. if any noise so created will be audible from outside his Unit so as to cause disturbance to the Owners or Occupiers of any other part of the Estate.
18. No Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Estate PROVIDED THAT (i) live poultry, birds or animals may be kept in a Residential Unit as pets unless the same has been the cause of reasonable complaint by the different Owners or Occupiers of at least two Units, (ii) trained guide dogs on leash for the blind may be brought into any part of the Estate whilst guiding any person with disability in vision, (iii) dogs, cats, pets, fowls, birds and other animals may be kept in any Unit in the Commercial Development operating as a veterinary clinic or a pet shop, (iv) there may be kept such livestock, live poultry or animals in such reasonable quantities and of such type as are appropriate in relation to the business of any restaurant operating in any Unit in the Commercial Development.

19. Not to allow children, save with the licence of the Manager, to play in the Common Areas and Facilities (save and except in the Recreational Areas and Facilities but with due care and supervision) particularly lifts and any damage to or discolouration to decorations in such areas or lifts by children shall be paid for by the Owner or Occupier of the Residential Unit in which the child or children concerned reside.
20. 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.
21. 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.
22. 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.
23. 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.
24. No Owner of a Residential Unit without the prior written consent of the Manager first having been obtained shall lock the doors or entrances of any flat roofs or roofs of his Residential Unit having access to any part of the Common Areas and Facilities which shall at all times remain open and unobstructed. In case the access is being obstructed the Manager shall have the power to restore the access to such condition so as to comply with the regulations of the Fire Services Department or other relevant Government regulations at the expense of the Owner in default.
25. 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 with respect to the Residential Units shall be carried out by the Manager or any contractor 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.

26. 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.
27. Every Owner shall promptly pay and discharge all existing and future Government rent (unless the same forms part of the Management Expenses pursuant to the provisions of this Deed 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.
28. Each Owner shall keep and maintain his Unit and all wirings and pipings thereto and such of the Works and Installations which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Lot and the Estate. The expenses of keeping in good and substantial repair and condition the interior of any Unit and all the fixtures and fittings and all plumbings therein or appertaining thereto and all the windows and doors thereof and such of the Works and Installations which do not form part of the Common Areas and Facilities shall be borne by the Owner of such Unit.
29. Each Owner shall observe and comply with all Ordinances, regulations, by-laws and rules for the time being in force in Hong Kong and governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and the protection of the environment.
30. Residential Units shall not be used or suffered to be used for any purpose other than for private residential purpose and in particular shall not be used as a boarding house, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles SAVE AND EXCEPT that the First Owner may use any such Residential Units owned by it as show flats for such period or periods as it shall in its discretion consider appropriate.
31. No Owner shall without the prior written consent of the Manager and the competent Government authority or authorities (if required) erect or place or cause or permit to be erected or placed any advertising signs or other structures on the flat roof or roof or upper roof or main roof and the Manager shall have the right to enter to remove anything erected or placed on such flat roof or roof or upper roof or main roof or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.

32. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows or door or doors or entrance or entrances of any Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap. 95) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities.
33. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit any advertising or other sign of any description (except a small name plate outside the entrance door of such Residential Unit giving the Owner's or Occupier's name) without the previous written approval of the Manager and of the Director of Lands (if required under the Government Grant). Any such approval may be given subject to such conditions (if any) as the Manager and the Director of Lands (if required under the Government Grant) may specify and shall be subject to revocation on reasonable notice.
34. No Owner shall store or permit to be stored in any Residential Unit any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.
35. No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or Occupier.
36. Every Owner shall observe and comply with the terms and conditions of the Government Grant and this Deed as long as they remain as an Owner of the Estate.
37. No Owner shall convert or designate his Unit or any part thereof to be part of the Common Areas unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. No Owner nor the Manager shall have the right to re-convert or re-designate the Common Areas or any part thereof to his or its own use or benefit save as otherwise provided for when the area in question was so converted or designated. Notwithstanding the above, an Owner may convert or designate his Unit or any part thereof as common areas for the common use or benefit of some but not all the Owners ("the affected Owners"); and in that event, only the approval of the affected Owners will be required. Provided That no expenses for the maintenance or management of such common areas shall be borne or paid by any other Owners who do not share in the common use or benefit thereof nor shall such area become part of the Common Areas. The affected Owners may not reconvert or re-designate any such common areas to the own use or benefit of one or more of them unless it is so provided for when the area in question was so converted or designated.
38. No Owner shall without the prior written consent of the Manager and the competent Government authority or authorities (if required) erect or build or suffer to be erected or built on or upon the flat roofs or roofs or balconies or utility platforms (if any) forming part of a

Residential Unit any walls, windows, gates, doors, curtains, external awnings, canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said flat roofs or roofs or balconies or utility platforms (if any) will be enclosed or partitioned either in whole or in part.

39. No Owner except the Owner having the exclusive right to use and occupy the flat roof or a specified part of the roof which forms part of his Residential Unit shall have the right to use the flat roof or that part of the roof except in the event of fire or emergency. The Owner and/or Occupier of the flat roof or that part of the roof shall ensure that the escape to and through the same shall not be in any way impeded or obstructed.
40. The Recreational Areas and Facilities shall only be used and enjoyed for recreational purposes by the Owners and residents of the Residential Development and their bona fide guests and visitors and subject to the provisions of this Deed, any Sub-Deed, the Estate Rules and such rules as may from time to time be laid down by the Manager. Only those with residents' cards or residents' permits will be allowed to enter and use the Recreational Areas and Facilities.
41. No Owner shall convert any part of the Common Areas to his own use or for his own benefit except with the prior approval of the Owners' Committee. Any payment received for such approval shall be credited to the Special Funds.
42. 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.
43. The Owners of those Residential Units consisting of balconies, utility platforms (if any) or flat roofs shall be responsible for the maintenance, repair and replacement (if so required) of the balustrades, grilles or railings (as the case may be) of the balconies, utility platforms (if any) or flat roofs of their respective Residential Units. No Owner shall change or replace the grilles, railings and/or balustrades of the balcony, utility platform (if any), flat roof and/or roof of his Residential Unit save and except in accordance with the standards and requirements laid down by the Manager.
44. The costs and expenses for the maintenance, repair and replacement of air-conditioning unit(s) installed in the Residential Common Areas serving a Residential Unit shall be borne by the Owner of that particular Residential Unit.
45. No Owner shall interfere with or alter the Estate Common Facilities underneath any Unit in the Commercial Development on the ground floor of the Estate.

46. The Greenery Area 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.

THE FOURTH SCHEDULE ABOVE REFERRED TO

ALLOCATION OF MANAGEMENT UNITS

(1) Residential Units	<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 5/F with Flat Roof	1	37	37
Flat B on 5/F with Flat Roof	1	21	21
Flat C on 5/F with Flat Roof	1	21	21
Flat D on 5/F with Flat Roof	1	22	22
Flat E on 5/F with Flat Roof	1	24	24
Flat F on 5/F with Flat Roof & BAL	1	27	27
Flat G on 5/F with BAL	1	21	21
Flat H on 5/F with BAL	1	20	20
Flat J on 5/F with BAL	1	20	20
Flat K on 5/F with Flat Roof	1	24	24
Flat A on 6/F to 31/F with BAL	23	39	897
Flat B on 6/F to 31/F with BAL	23	23	529
Flat C on 6/F to 31/F with BAL	23	23	529
Flat D on 6/F to 31/F with BAL	23	24	552
Flat E on 6/F to 31/F with BAL	23	26	598
Flat F on 6/F to 31/F with BAL	23	27	621
Flat G on 6/F to 31/F with BAL	23	21	483
Flat H on 6/F to 31/F with BAL	23	20	460
Flat J on 6/F to 31/F with BAL	23	20	460
Flat K on 6/F to 31/F with BAL	23	26	598
		Sub-total:	5,964
(2) Commercial Development			402
	Total = (1)+(2):		6,366

Notes

- (5) BAL = Balcony
- (6) In the numbering of floors, 4/F, 13/F, 14/F and 24/F are omitted.
- (7) In the descriptions of the Residential Units, "Flat I" is omitted.
- (8) Refuge floor is located on R/F.

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; and
- (xii) air-conditioning and ventilation system.

SEALED with the Common Seal of
CAMLUCK DEVELOPMENT LIMITED

in the presence of and SIGNED by

Kwok Ping Ho

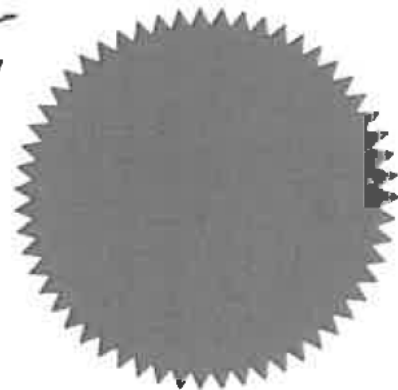
Lee King Yue

person(s) duly authorized by
its Board of Directors

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


HENRY M.H. KU
Lo and Lo
Solicitor, Hong Kong SAR


F



SEALED with the Common Seal of
BIGAME DEVELOPMENT LIMITED

in the presence of and SIGNED by

Kwok Ping Ho

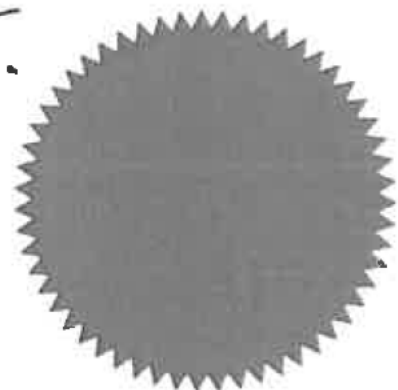
Lee King Yue

person(s) duly authorized by
its Board of Directors

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


HENRY M.H. KU
Lo and Lo
Solicitor, Hong Kong SAR


F



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

Kwok Ping Ho

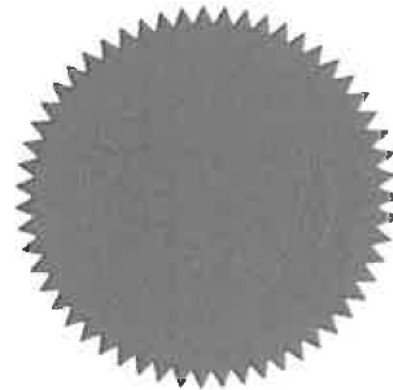
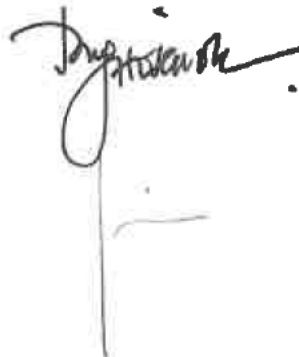
Lee King Yue

person(s) duly authorized by
its Board of Directors

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



HENRY M.H. KU
Lo and Lo
Solicitor, Hong Kong SAR



SEALED with the Common Seal of
METRO HARVEST LIMITED
in the presence of and SIGNED by

Kwok Ping Ho

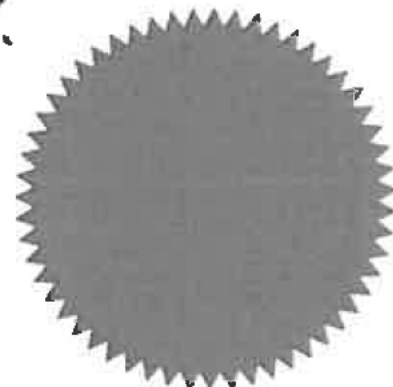
Lee King Yue

person(s) duly authorized by
its Board of Directors

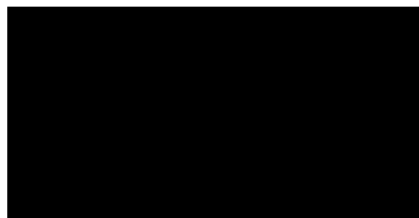
whose signature(s) is/are verified by :-



HENRY M.H. KU
Lo and Lo
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 :-)



CHARLIE C.Y. LEUNG
Clerk to Messrs. Lo & Lo,
Solicitors &c., Hong Kong SAR

INTERPRETED to the First Assignee by :-

CHARLIE C.Y. LEUNG
Clerk to Messrs. Lo & Lo,
Solicitors &c., Hong Kong SAR

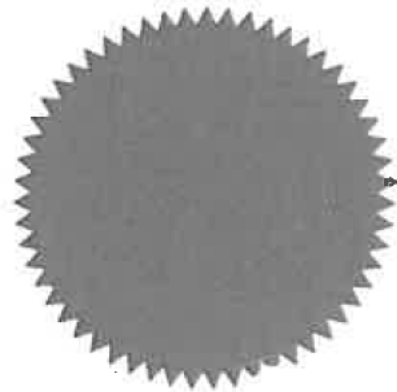
I hereby verify the signature of
CHARLIE C.Y. LEUNG

HENRY M.H. KU
Lo and Lo
Solicitor, Hong Kong SAR

SEALED with the Common Seal of the
Manager in the presence of and SIGNED
by FUNG LEE Woon King and
LEE King Yue, Directors and
the persons duly authorized
by its Board of Directors
whose signature(s) is/are verified by :-


HENRY M.H. KU
Lo and Lo
Solicitor, Hong Kong SAR





DATED the 18th day of October 2019

CAMLUCK DEVELOPMENT LIMITED
(錦樂發展有限公司),
BIGAME DEVELOPMENT LIMITED
(誠栢發展有限公司),
CROWN GOLD DEVELOPMENT LIMITED
(冠金發展有限公司) and
METRO HARVEST LIMITED
(明凱有限公司)

and

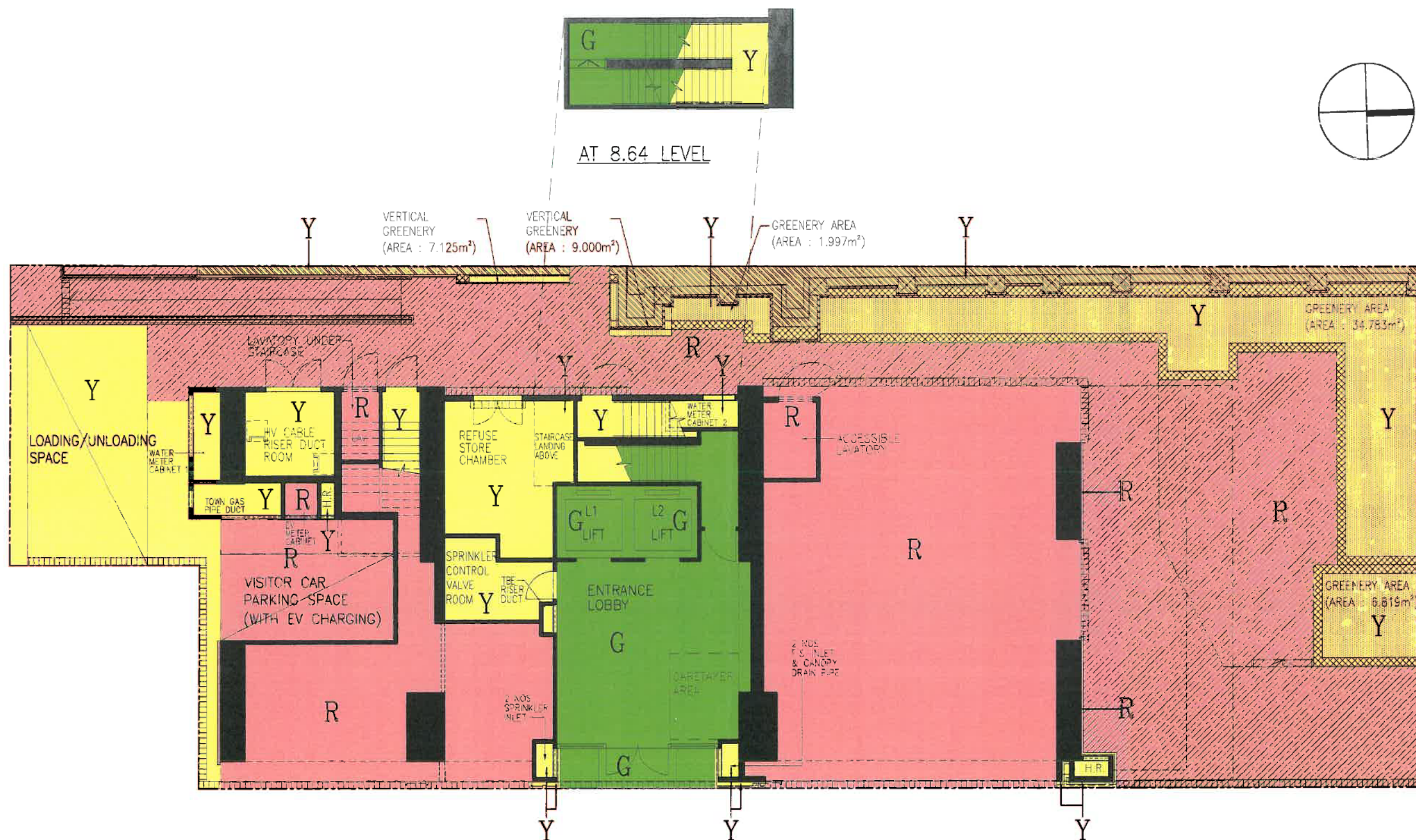
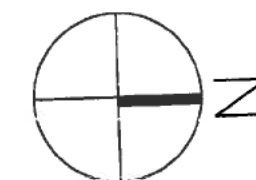


and

H-PRIVILEGE LIMITED
(尊家管業有限公司)

DEED OF MUTUAL COVENANT AND
MANAGEMENT AGREEMENT
in respect of
"One • ArtLane (藝里坊 • 1 號)"

LO AND LO
SOLICITORS &c.
HONG KONG



LEGEND

- ESTATE COMMON AREAS
- COMMERCIAL DEVELOPMENT
- RESIDENTIAL COMMON AREAS

----- BOUNDARY LINE

- ESTATE COMMON AREAS (RETAINING WALLS)

CHUNG CHING STREET

- ESTATE COMMON AREAS (GREENERY AREA)
- RED HATCHED BLACK AREA
- PLANTER WALL AREA

NOTE: NOT TO SCALE. THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

I HEREBY CERTIFY THE ACCURACY
OF THIS PLAN
KENNETH T H CHAU

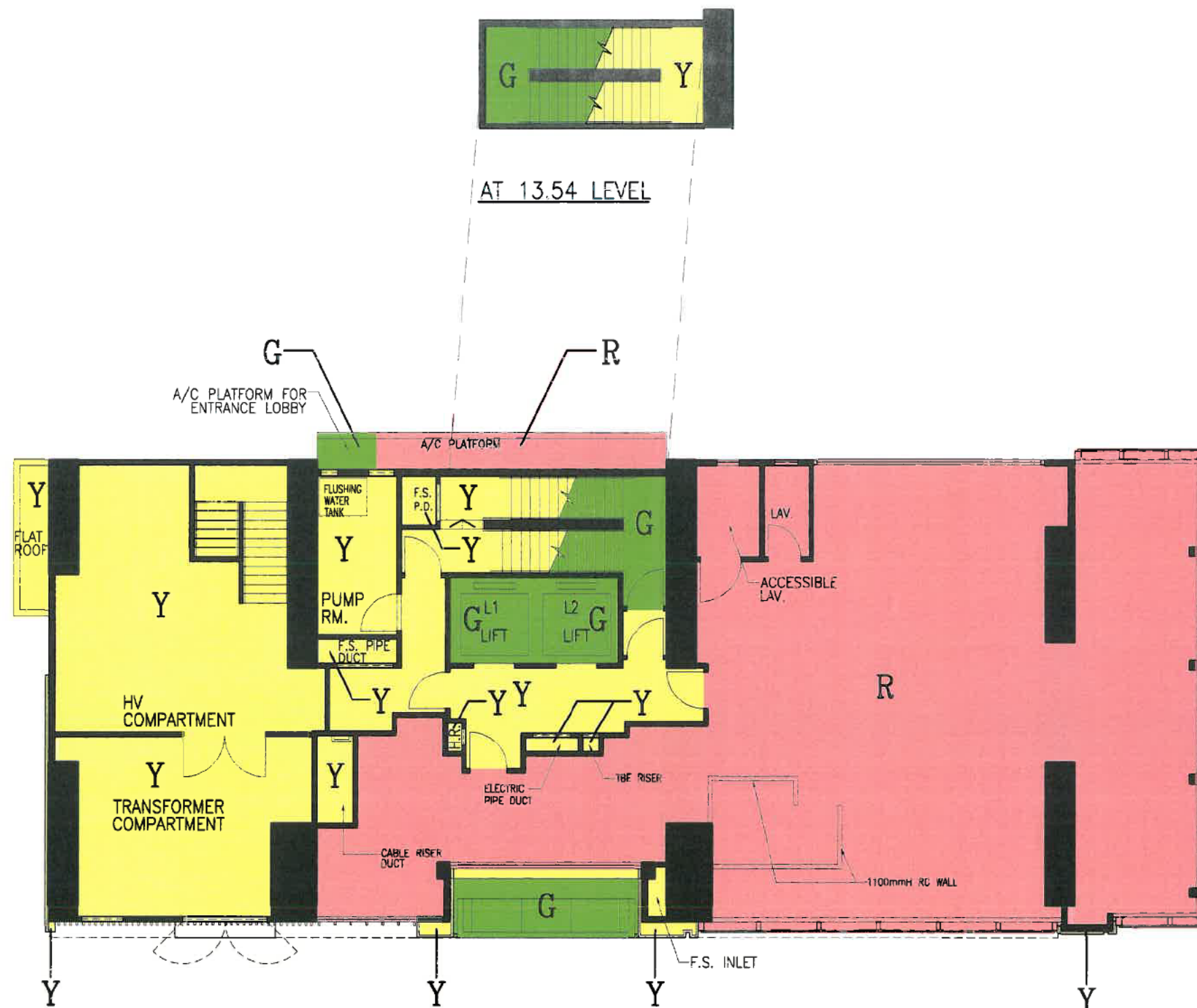
Authorized Person - Architect
CYS Associates (Hong Kong) Ltd

OCTOBER 11, 2019

DWG NO:
DMC-01

GROUND FLOOR PLAN
COMPOSITE DEVELOPMENT
AT NO. 8 CHUNG CHING STREET,
SAI YING PUN, HONG KONG.

FIRST FLOOR PLAN
COMPOSITE DEVELOPMENT
AT NO. 8 CHUNG CHING STREET,
SAI YING PUN, HONG KONG.



LEGEND

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

NOTE: NOT TO SCALE. THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

I HEREBY CERTIFY THE ACCURACY
 OF THIS PLAN
 KENNETH T H CHAU

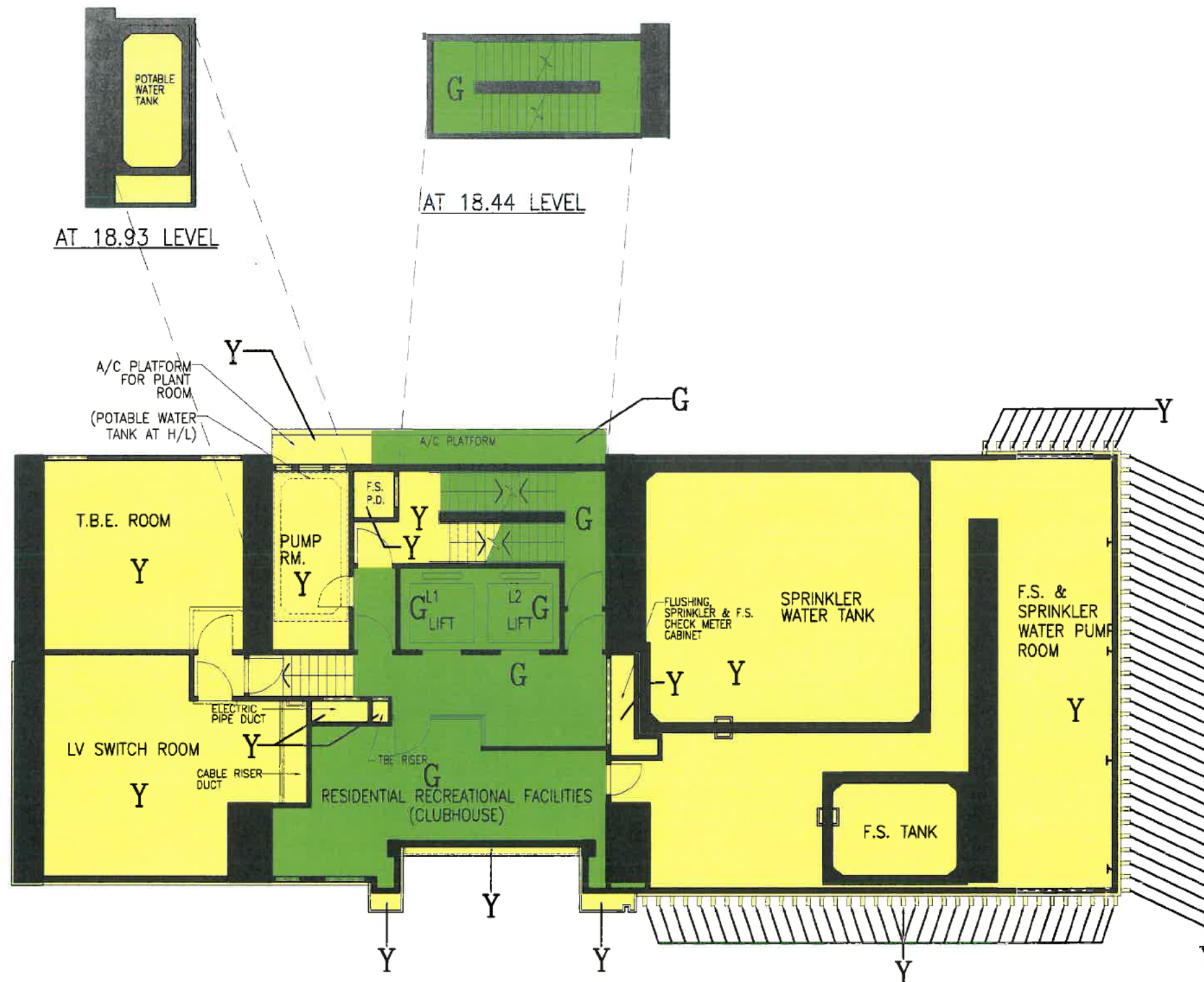
(Signature)

Authorized Person - Architect
 CYS Associates (Hong Kong) Ltd

OCTOBER 11, 2019

DWG NO:
 DMC-02

SECOND FLOOR PLAN
COMPOSITE DEVELOPMENT
AT NO. 8 CHUNG CHING STREET,
SAI YING PUN, HONG KONG.



LEGEND

Y ESTATE COMMON AREAS

G RESIDENTIAL COMMON AREAS

NOTE: NOT TO SCALE. THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

I HEREBY CERTIFY THE ACCURACY
 OF THIS PLAN
 KENNETH T H CHAU

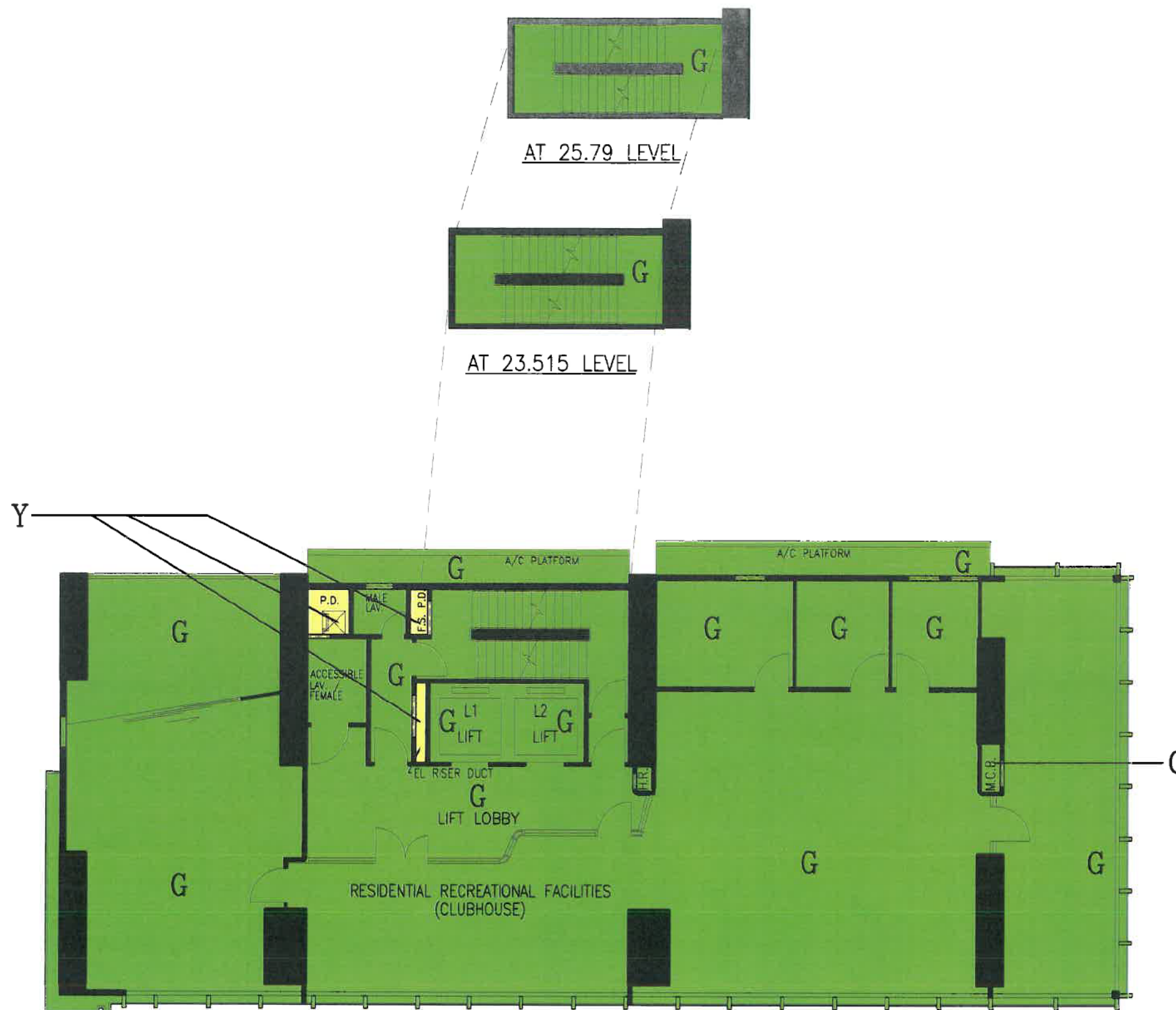
(Signature)

Authorized Person - Architect
 CYS Associates (Hong Kong) Ltd

OCTOBER 11, 2019

DWG NO:
 DMC-03

THIRD FLOOR PLAN
COMPOSITE DEVELOPMENT
AT NO. 8 CHUNG CHING STREET,
SAI YING PUN, HONG KONG.



LEGEND

G RESIDENTIAL COMMON AREAS

Y ESTATE COMMON AREAS

NOTE: NOT TO SCALE. THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

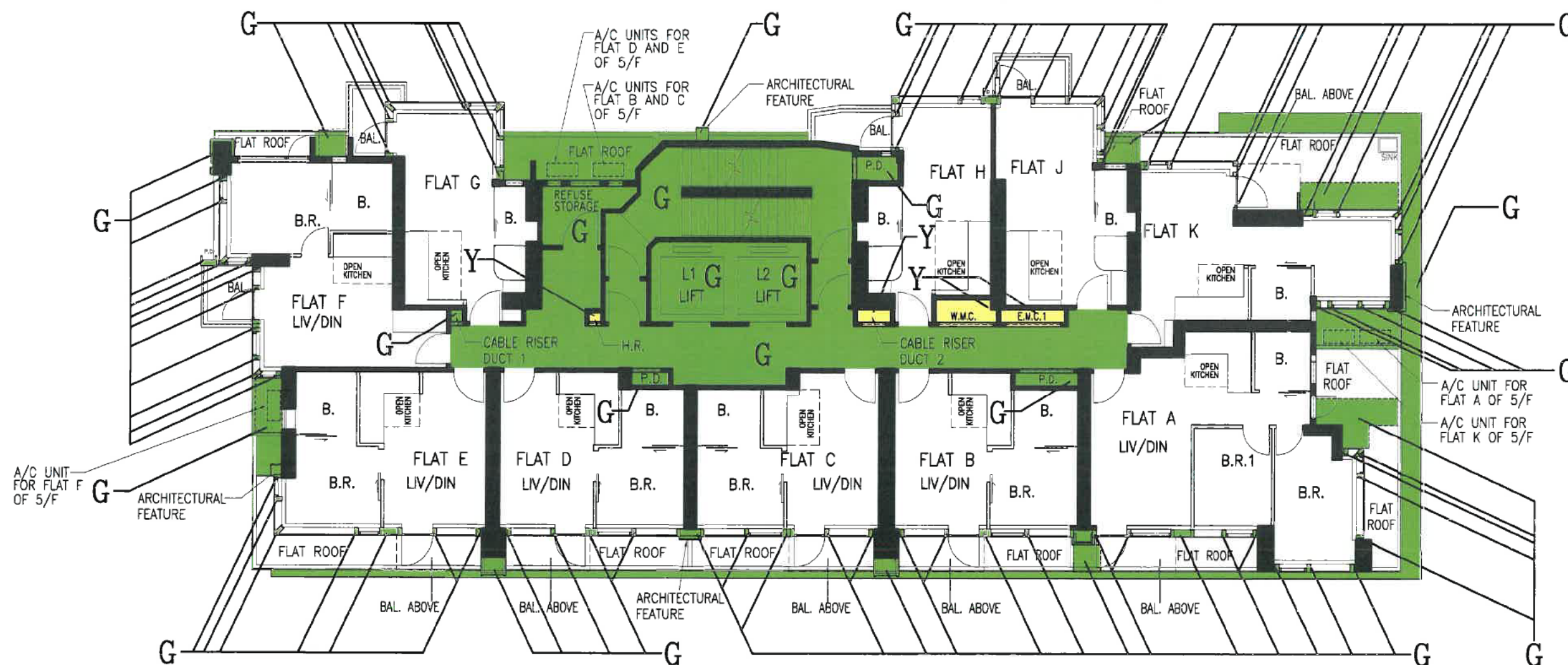
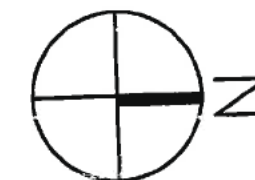
I HEREBY CERTIFY THE ACCURACY
OF THIS PLAN
KENNETH T H CHAU

K

Authorized Person - Architect
CYS Associates (Hong Kong) Ltd

OCTOBER 11, 2019

DWG NO:
DMC-04



FIFTH FLOOR PLAN
COMPOSITE DEVELOPMENT
AT NO. 8 CHUNG CHING STREET,
SAI YING PUN, HONG KONG.

LEGEND

- G RESIDENTIAL COMMON AREAS
- Y ESTATE COMMON AREAS

NOTE: NOT TO SCALE. THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

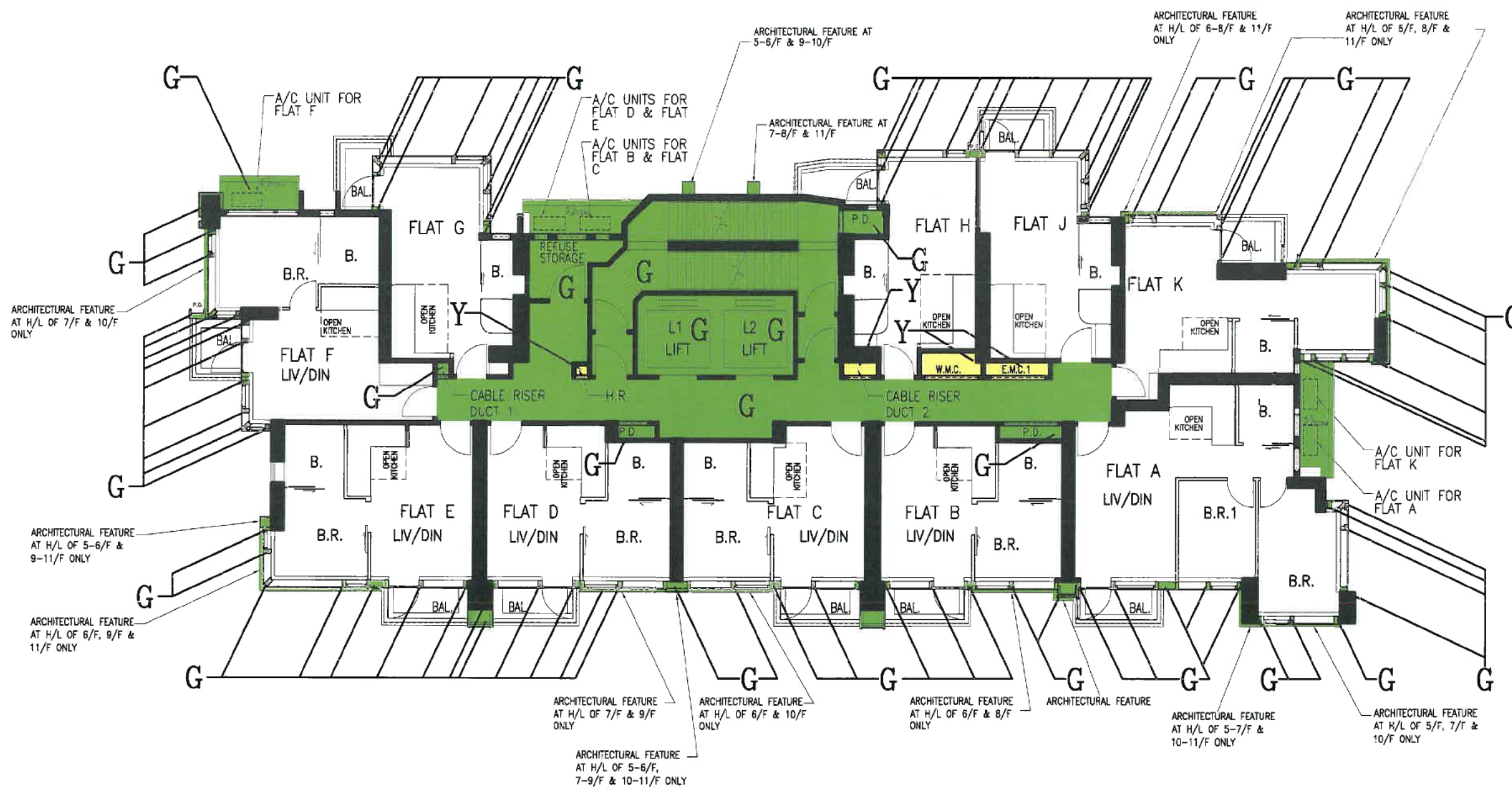
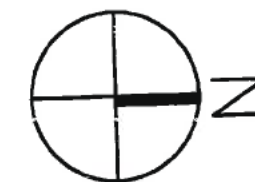
I HEREBY CERTIFY THE ACCURACY
 OF THIS PLAN
 KENNETH T H CHAU

(Signature)

Authorized Person - Architect
 CYS Associates (Hong Kong) Ltd

OCTOBER 11, 2019

DWG NO:
 DMC-05



SIXTH TO ELEVENTH FLOOR PLAN
COMPOSITE DEVELOPMENT
AT NO. 8 CHUNG CHING STREET,
SAI YING PUN, HONG KONG.

LEGEND

G RESIDENTIAL COMMON AREAS

Y ESTATE COMMON AREAS

NOTE: NOT TO SCALE. THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

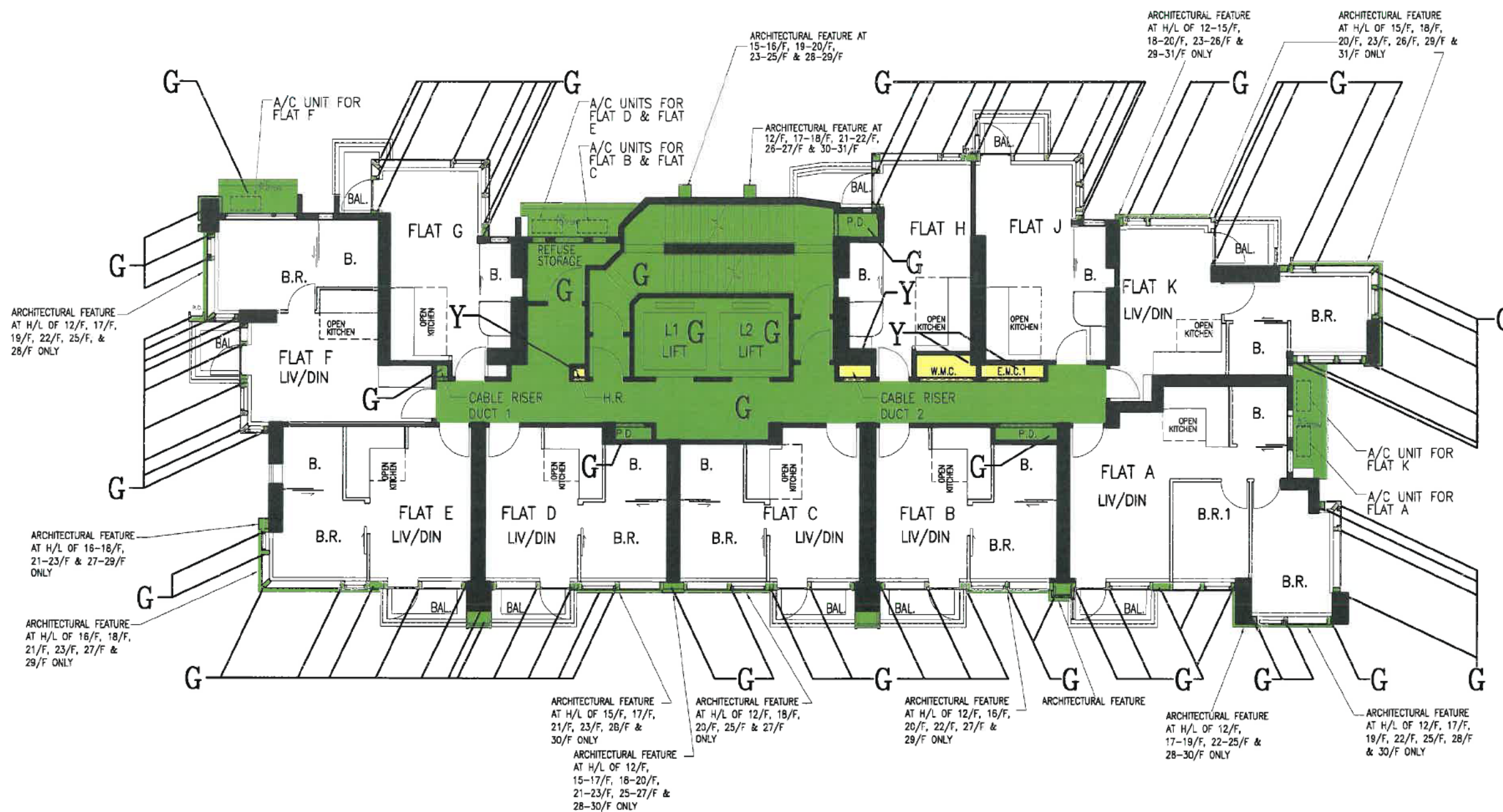
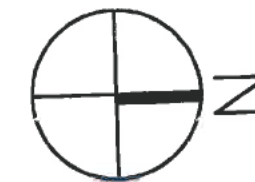
I HEREBY CERTIFY THE ACCURACY
 OF THIS PLAN
 KENNETH T H CHAU

K

Authorized Person - Architect
 CYS Associates (Hong Kong) Ltd

OCTOBER 11, 2019

DWG NO:
 DMC-06



TWELFTH TO THIRTY-FIRST FLOOR PLAN 13/F, 14/F AND 24/F ARE OMITTED

COMPOSITE DEVELOPMENT
AT NO. 8 CHUNG CHING STREET,
SAI YING PUN, HONG KONG.

LEGEND

G RESIDENTIAL COMMON AREAS

Y ESTATE COMMON AREAS

NOTE: NOT TO SCALE. THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

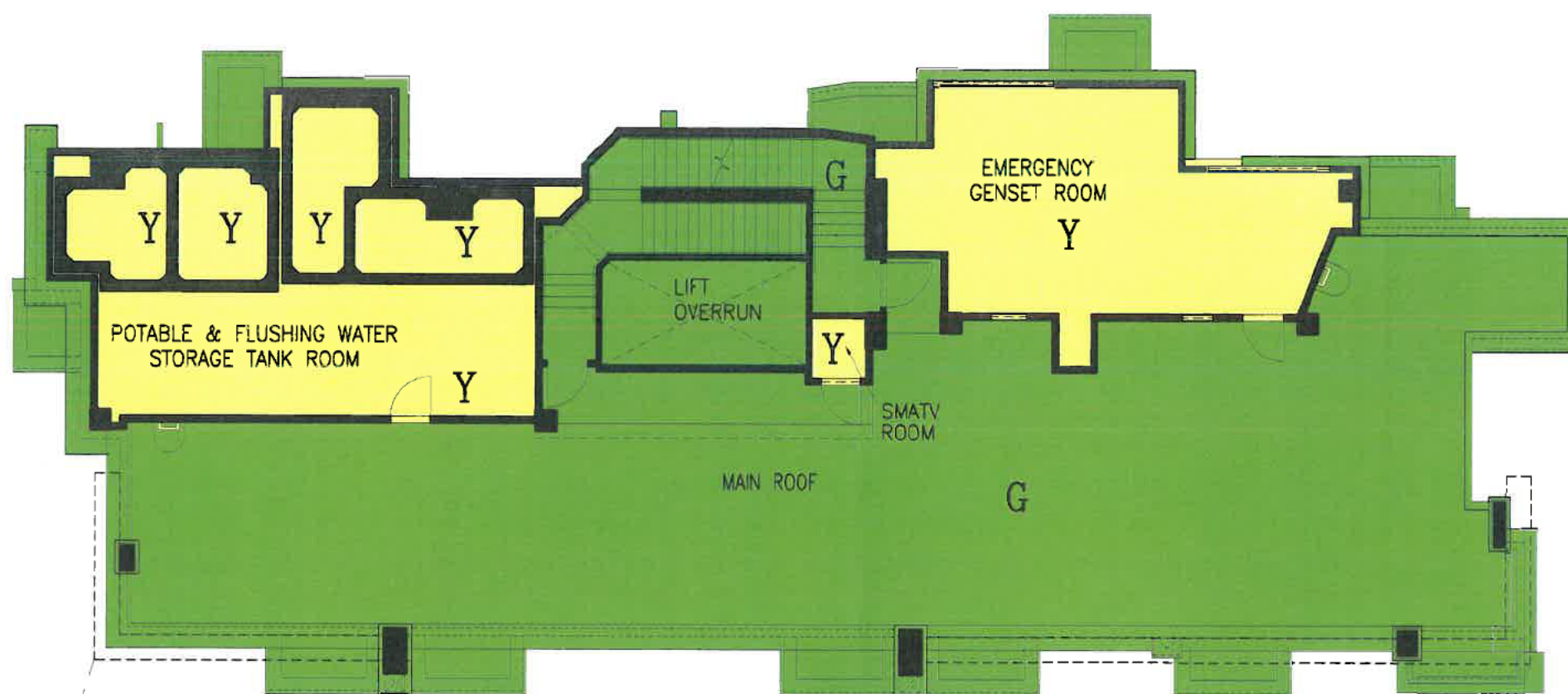
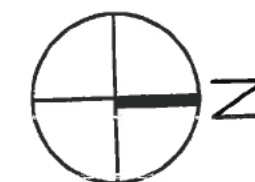
I HEREBY CERTIFY THE ACCURACY
OF THIS PLAN
KENNETH T H CHAU

[Signature]

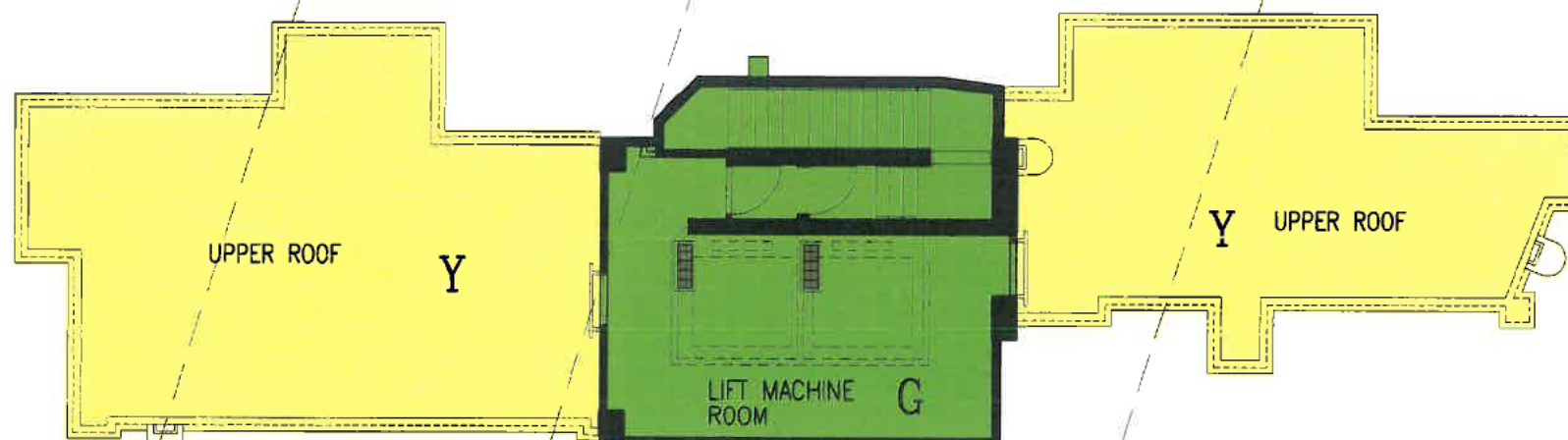
Authorized Person - Architect
CYS Associates (Hong Kong) Ltd

OCTOBER 11, 2019

DWG NO:
DMC-07



MAIN ROOF PLAN



UPPER ROOF PLAN



TOP ROOF PLAN

ROOF FLOOR PLAN
COMPOSITE DEVELOPMENT
AT NO. 8 CHUNG CHING STREET,
SAI YING PUN, HONG KONG.

LEGEND

- Y ESTATE COMMON AREAS
- G RESIDENTIAL COMMON AREAS

NOTE: NOT TO SCALE. THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

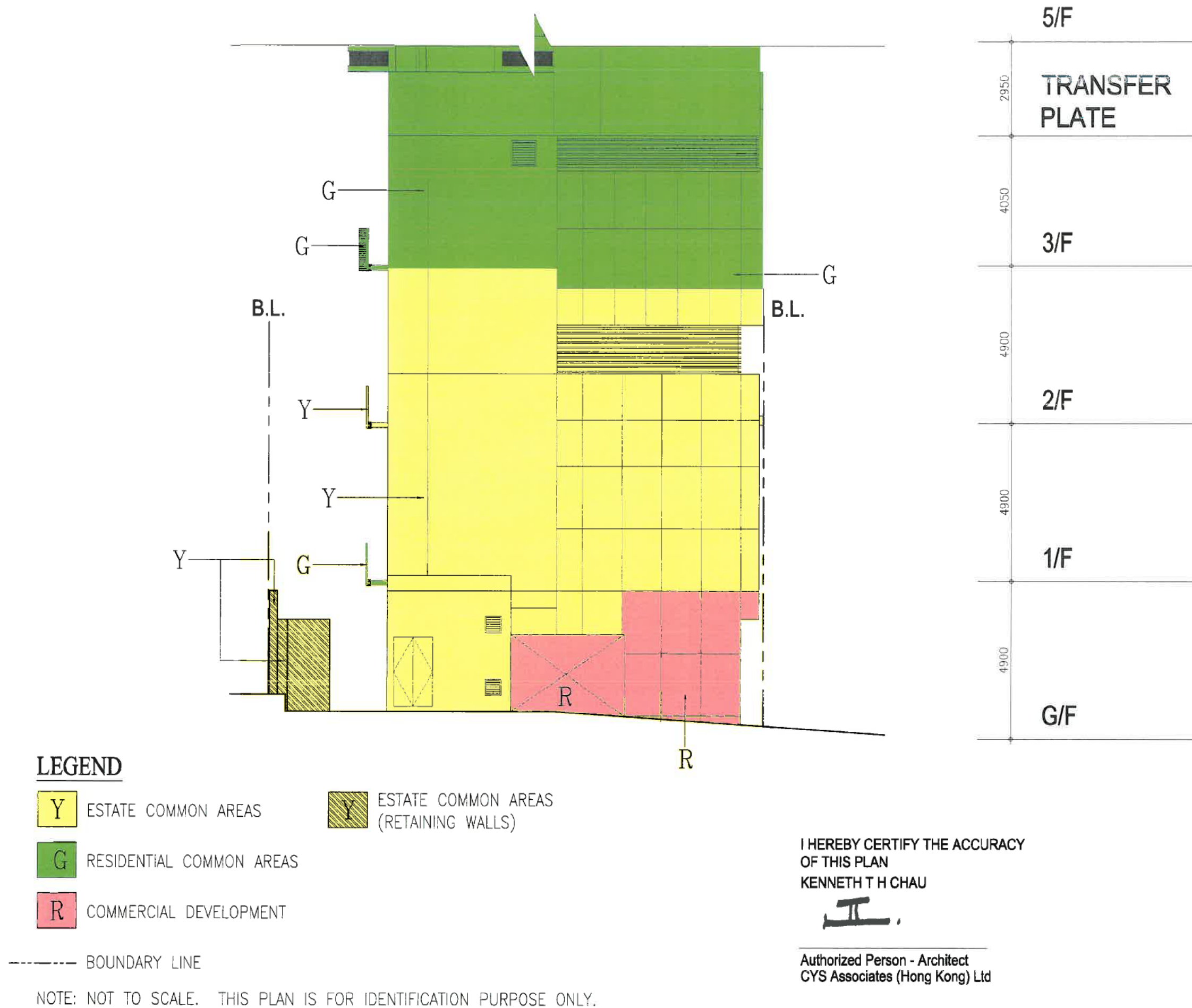
I HEREBY CERTIFY THE ACCURACY
OF THIS PLAN
KENNETH T H CHAU

Authorized Person - Architect
CYS Associates (Hong Kong) Ltd

OCTOBER 11, 2019

DWG NO:
DMC-08

**SOUTH ELEVATION
COMPOSITE DEVELOPMENT
AT NO. 8 CHUNG CHING STREET,
SAI YING PUN, HONG KONG.**





LEGEND

- Y ESTATE COMMON AREAS
- G RESIDENTIAL COMMON AREAS
- R COMMERCIAL DEVELOPMENT
- Y PLANTER WALL AREA

----- BOUNDARY LINE

NOTE: NOT TO SCALE. THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

WEST ELEVATION
COMPOSITE DEVELOPMENT
AT NO. 8 CHUNG CHING STREET,
SAI YING PUN, HONG KONG.

I HEREBY CERTIFY THE ACCURACY
 OF THIS PLAN
 KENNETH T H CHAU

[Signature]

Authorized Person - Architect
 CYS Associates (Hong Kong) Ltd

OCTOBER 11, 2019

DWG NO:
 DMC-11

**NORTH ELEVATION
COMPOSITE DEVELOPMENT
AT NO. 8 CHUNG CHING STREET,
SAI YING PUN, HONG KONG.**

LEGEND



ESTATE COMMON AREAS



RESIDENTIAL COMMON AREAS



COMMERCIAL DEVELOPMENT



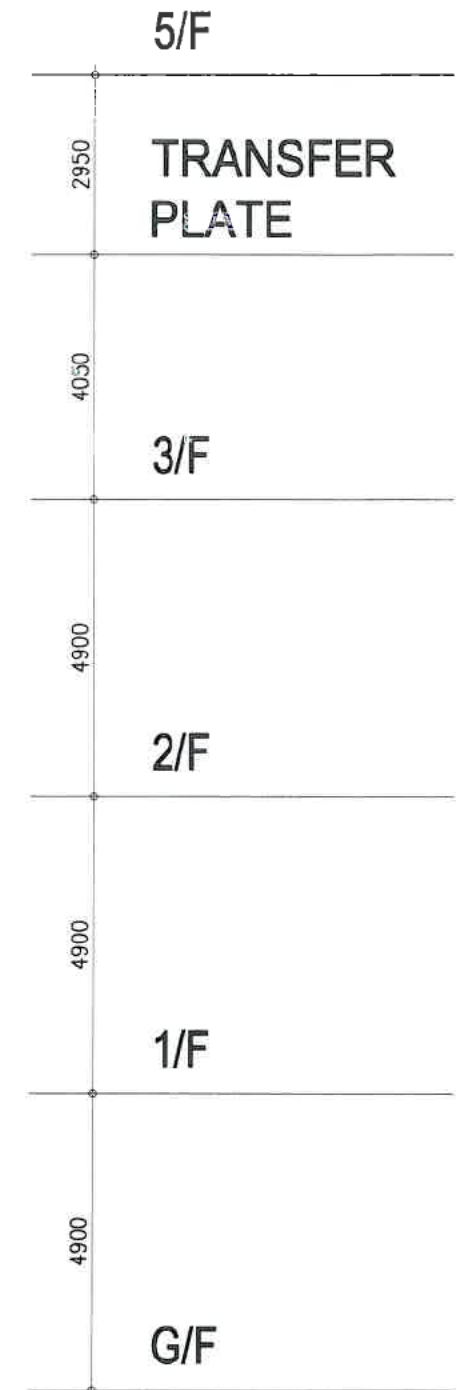
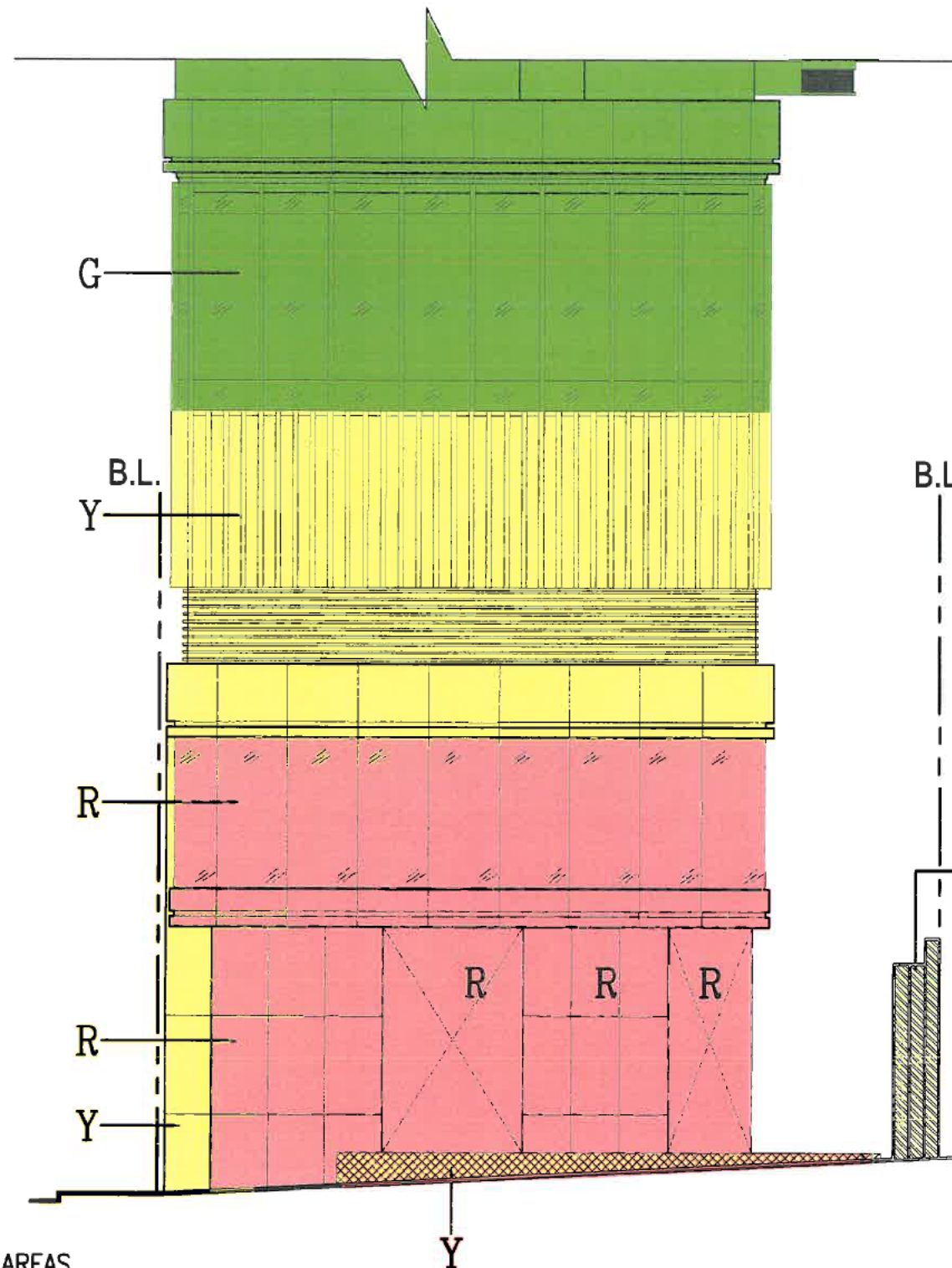
ESTATE COMMON AREAS
(RETAINING WALLS)



PLANTER WALL AREA

----- BOUNDARY LINE

NOTE: NOT TO SCALE. THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.



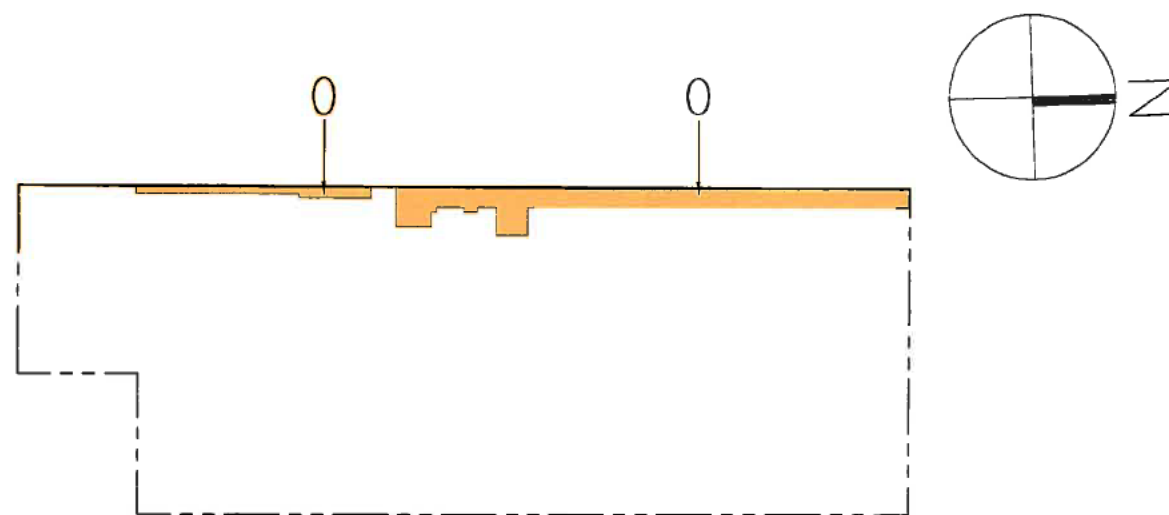
I HEREBY CERTIFY THE ACCURACY
OF THIS PLAN
KENNETH T H CHAU

K. T. H. Chau

Authorized Person - Architect
CYS Associates (Hong Kong) Ltd

OCTOBER 11, 2019

DWG NO:
DMC-12



LEGEND



RETAINING WALLS

----- BOUNDARY LINE



Scale 1:500 on A4 size

RETAINING WALL LOCATION PLAN

COMPOSITE DEVELOPMENT
AT NO. 8 CHUNG CHING STREET,
SAI YING PUN, HONG KONG.

I HEREBY CERTIFY THE ACCURACY
OF THIS PLAN
KENNETH T H CHAU

Authorized Person - Architect
CYS Associates (Hong Kong) Ltd

OCTOBER 11, 2019

DWG NO:
DMC-13