

THIS DEED is made the 23<sup>rd</sup> day of November 2020

**BETWEEN :-**

- (1) (a) ONFINE DEVELOPMENT LIMITED (安豐發展有限公司) whose registered office is situate at 72-76/F., Two International Finance Centre, 8 Finance Street, Central, Hong Kong;
- (b) GAINBO LIMITED (明保有限公司) whose registered office is situate at 72-76/F., Two International Finance Centre, 8 Finance Street, Central, Hong Kong;
- (c) WAYGENT INVESTMENT LIMITED (威津投資有限公司) whose registered office is situate at 30<sup>TH</sup> Floor, New World Tower, 16-18 Queen's Road Central, Hong Kong; and
- (d) MAGIC SIGN LIMITED (麗誌有限公司) whose registered office is situate at 30<sup>TH</sup> Floor, New World Tower, 16-18 Queen's Road 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) URBAN-WELLBORN PROPERTY MANAGEMENT LIMITED (富邦物業管理有限公司) whose registered office is situate at 16/F Chevalier Commercial Centre, 8 Wang Hoi Road, Kowloon Bay, Kowloon, Hong Kong ("**the DMC Manager**") of the third part.

**DEFINITIONS :-**

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

"**Adjacent Lot**" means Yuen Long Town Lot No. 500, being the First Land as defined in the Deed of Mutual Grant;

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

**"Authorized Person"** means Mr. LEW WING TIM, GEORGE of HSIN YIEH ARCHITECTS & ENGINEERS LTD., and any other replacement authorized person for the time being appointed by the First Owner.

**"Bicycle Parking Spaces"** means all those 34 spaces situated on the Ground Floor of the Estate provided for the parking of bicycles belonging to the residents of the Flats and their bona fide guests, visitors or invitees and shown and coloured **green** marked "BICYCLE PARKING" on Plan No. DMC-01 annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person.

**"Building Plans"** means the general building plans and specifications in respect of the Estate or in respect of any part or parts of the Estate approved by the Building Authority under Ref. No. BD 9101/11 and include any approved amendments thereto.

**"Car Park Common Areas"** means those parts on Ground Floor of the Estate intended for the common use and benefit of all the Parking Spaces as a whole and not just any particular Parking Space and also incidentally provide access to certain portions of the Residential Common Areas and Facilities which are for identification purpose only shown and coloured **indigo** on Plan No. DMC-01 annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) or (ii) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Car Park Common Areas.

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

**"Car Park Common Facilities"** means all those facilities on the Ground Floor of the Estate intended for the common use and benefit of all the Parking Spaces as a whole and not just any particular Parking Space and also incidentally provide access to certain portions of the Residential Common Areas and Facilities which includes but not limited to the electrical and mechanical installation and equipment exclusively for the Parking Spaces as a whole and not just any particular part thereof (if any).

**"Car Park Layout Plans"** mean the car park layout plans approved by and deposited with the Director of Lands in accordance with Special Condition No.(35) of the Government Grant;

**"Car Park Management Budget"** means the budget to be prepared for the Car Park Common Areas and Facilities more particularly described in Clause 15(a)(iii) hereof.

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

**"Car Parking Spaces"** means all those 52 spaces with the associated Non-common EV Facilities situated on the Ground Floor of the Estate and shown and marked R1 – R3, R5 – R13, R15 – R23, R25 – R33, R35 – R43, R45 – R53 and R55 - R58 on Plan No. DMC-01 annexed to this Deed allocated with Undivided Shares and Management Units and provided within the Estate in accordance with the Car Park Layout Plans for the parking of motor vehicles belonging to the residents of the Flats and their bona fide guests, visitors or invitees and **"Car Parking Space"** means any one of them together with the Non-common EV Facilities exclusively serving such Car Parking Space.

**"Club House"** means the areas and the facilities of the Estate for the common use and benefit of all the residents of the Flats and their bona fide visitors as a club house and by no other person or persons which form part of the Residential Common Areas and Facilities which includes (without limitation) the Recreational Areas and Facilities.

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

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

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

**"Covered Landscape Areas"** mean the covered landscape area for the exclusive use of the Owners, residents and occupiers of the Flats and their bona fide visitors, the location of which are for identification purpose only shown and coloured **yellow stippled black** on Plan No. DMC-08 annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person.

**"Deed of Mutual Grant"** means the Deed of Mutual Grant dated 18<sup>th</sup> October 2001 and registered in the Land Registry by Memorial No. YL984676 in respect of the grant of certain access and wayleave through the Adjacent Lot to serve, inter alia, the Estate as :-

- (a) supplemented by a Supplemental Deed dated 6<sup>th</sup> December 2016; and
- (b) confirmed by a Deed of Confirmation dated 5 January 2017 and registered in the Land Registry by Memorial No. 17053102280162 and re-registered by Memorial No. 17120702520089 with the said Supplemental Deed annexed as Annexure,

and shall include any subsequent variations, modifications or confirmations thereto and the terms as defined therein, including but not limited to the **"Common Road"**, the **"Common System"**, the **"Connecting Sub-System"**, the **"Maintenance Costs"**, the **"Piping Route"** and the **"Underground Drainage Facilities"** shall, if context permits and/or requires, have the same meaning as defined in the Deed of Mutual Grant.

**"Estate"** means the whole of the development now erected on the Lot in accordance with the Building Plans known as "Reach Summit – Sereno Verde Phase 5 (尚悅·嶺 — 蝶翠峰第五期)".

**"Estate Common Areas"** means those parts of the Estate which do not form part of the Units, the Residential Common Areas or the Car Park Common Areas and are intended for the common use and benefit of the Estate as a whole and not just any particular part thereof and which subject to the provisions of this Deed are to be used by each Owner and occupier in common with all other Owners and occupiers of the Estate which said parts include but not limited to such foundations, columns, beams, slabs and other structural supports and elements (that do not belong to or form part of the Units, the Residential Common Areas or the Car Park Common Areas), part of the Greenery Areas (not forming part of the Residential Common Areas), such part of the sewage disposal system located within the Lot, areas for the installation or use of aerial broadcast distribution or telecommunication network facilities (if any), the management office, lavatory for watchmen and management staff, guard room and the external walls on Ground Floor level of the Estate (excluding those enclosing any part of the Residential Development) which are for identification purpose only shown and coloured **yellow** respectively on Plan Nos. DMC-01, DMC-05, DMC-06, and DMC-07 annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person and such additional areas of the Estate as may at any time be designated as the Estate Common Areas by the First Owner in accordance with the provisions of this Deed PROVIDED THAT, where appropriate, if any parts specified in Schedule 1 to the

Building Management Ordinance (Cap.344) shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas.

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

**"Estate Common Facilities"** means all those facilities in the Estate Common Areas intended for the common use and benefit of the Estate as a whole and not just any particular part thereof which are subject to the provisions of this Deed to be used by each Owner and occupier in common with all other Owners and occupiers of the Estate and includes but not limited to the communal aerial, all signal receivers, all sewers, drains, storm water drains, water courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, plant and machinery and other like installations, facilities or services and such additional devices and facilities of the Estate as may at any time be designated as the 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 15(a)(i) hereof.

**"Estate Management Expenses"** means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Estate as a whole (including the fraction of the Maintenance Costs (as defined in the Deed of Mutual Grant) and other payments payable by the Owners of the Lot under the Deed of Mutual Grant) but excluding the Residential Management Expenses and Car Park Management Expenses as provided herein.

**"Estate Rules"** means any rules and regulations as the Manager may make from time to time in accordance with the provisions of this Deed for the proper or more efficient management of the Estate, including without limitation any rules and regulations in respect of the use of the Club House.

**"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 [REDACTED] Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy All That [REDACTED]  
[REDACTED]

**"Flat"** means a unit situated in the Residential Development which is intended for residential use in accordance with the Building Plans and includes (without limitation) the following :-

- (a) all the windows and window frames of the Flat and all the glass of windows of the Flat;
- (b) balcony (if any) and utility platform (if any) of the Flat, roof (if any) above the Flat and flat roof (if any) adjacent the Flat;
- (c) the openable parts of the curtain wall structure of the Residential Development wholly enclosing or fronting the Flat;
- (d) such pieces of glass panels forming part of the curtain wall structure of the Residential Development and wholly enclosing or fronting the Flat;
- (e) the internal walls and partitions (whether load bearing or structural or not) of or within the Flat;



- (f) the inner half of any walls (other than the external walls of the Residential Development) and partitions (whether load bearing or structural or not) separating the Flat or any part thereof from any other part(s) of the Estate;
- (g) the columns, beams, floor slabs (and in the event the floor slab is separating the Flat from other part or parts of the Estate, the upper half of such floor slab excluding the water-proofing system on top of it), ceiling slabs (and in the event the ceiling slab is separating the Flat from other part or parts of the Estate, the lower half of such ceiling slab) and other structural supports of or within the Flat; and
- (h) the glass balustrades or railings of the balconies, utility platforms, flat roofs or specified parts of roofs held with and forming part of such Flat as approved under the Building Plans;
- (i) the inner half of the Party Wall partitioning the Flat or the flat roof or roof thereof from the adjacent Flat or flat roof or roof forming part of another Flat;

AND "**Flats**" shall be construed accordingly.

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

"**Government Grant**" means the documents of title setting forth the rights and entitlements granted by the Government in respect of the Lot, namely certain Agreement and Conditions of Exchange dated 7<sup>th</sup> December 2016 made between the Government and the First Owner and registered in the Land Registry as New Grant No.22425 under which the First Owner is entitled to a lease for a term of 50 years commencing from 7<sup>th</sup> December 2016 and shall include any subsequent extensions or variations or modifications thereto or renewals thereof.

"**Greenery Areas**" means those parts of the Lot and the Estate referred to in Special Condition No.(18) of the Government Grant planted with trees, shrubs or other plants for landscape purpose which include the Covered Landscape Areas, the horizontal greening and the vertical greening. The locations of the horizontal greening are for identification purpose only shown and coloured **yellow crossed hatched black** (for the areas forming part of the Estate Common Areas) and **green crossed hatched black** (for the areas forming part of the Residential Common Areas) on Plan No. DMC-08 and the locations of the vertical greening are for identification purpose only shown and marked with **red** line on Plan No. DMC-08 respectively annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person.

"**Lot**" means all that piece or parcel of ground registered in the Land Registry as Yuen Long Town Lot No. 524.

"**Loading/Unloading Bays**" means the two spaces situated on Ground Floor of the Estate and shown and coloured **green** and marked L1 and L2 on Plan No. DMC-01 annexed to this Deed for the loading and unloading of goods vehicles in connection with the Residential Development.

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

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

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

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

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

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

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

**"Manager"** means the DMC Manager or any other manager for the time being appointed as manager of the Lot and the Estate pursuant to the provisions of this Deed.

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

**"Motor Cycle Parking Spaces"** means all those 6 spaces situated on the Ground Floor of the Estate and shown and marked M1-M3 and M5-M7 on Plan No. DMC-01 annexed to this Deed allocated with Undivided Shares and Management Units and provided in accordance with the Car Park Layout Plans for the parking of motor cycles belonging to the residents of the Flats and their bona fide guests, visitors or invitees and **"Motor Cycle Parking Space"** means any one of them.

**"Non-common EV Facilities"** means all such facilities for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance (Cap. 374) and such facilities shall include but not limited to such wires/cables, ducts/trunking, electric vehicle charger with base box, socket outlet, locks and covers, pole with electric vehicle charger installed thereon (if any) and other security and/or protective devices, charging station, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose.

**"Non-enclosed Areas"** means (i) the balcony marked "BAL." forming part of a Flat and shown **hatched black** on Plan Nos. DMC-02, DMC-03, DMC-05 and DMC-06 (both inclusive) annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person and the covered areas beneath and (ii) the utility platform marked "U.P." forming part of a Flat and shown **cross-hatched black** on Plan Nos. DMC-02, DMC-03, DMC-05 and DMC-06 (both inclusive) annexed to this Deed and the covered areas underneath, the accuracy of which is certified by or on behalf of the Authorized Person. Particulars thereof are mentioned in Clause 42 of the Third Schedule hereto.

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

**"Owner"** shall be as defined in the Building Management Ordinance (Cap.344) and means and includes each person in whom for the time being any Undivided Share is vested and is registered as such under the Land Registration Ordinance (Cap.128) and every joint tenant or tenant in common of any such Undivided Share and where any such Undivided Share has been assigned or charged by way of mortgage or charge the word Owner shall include both mortgagor or chargor and the registered mortgagee or chargee in possession of such Undivided Share or any registered mortgagee or chargee who has foreclosed.

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

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

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

**"Party Wall"** means a wall which divides two Flats or the flat roofs or roofs thereof;

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

**"Purple Area"** means the existing roads referred to in Special Condition No.(5)(a) of the Government Gant.

**"Recreational Areas and Facilities"** means the areas for the resident's recreational facilities within and forming part of the Club House and the facilities therein for the common use and benefit of all the residents of the Flats and their bona fide visitors and by no other person or persons as approved by the Building Authority and for identification purpose shown and coloured **green hatched black** on Plan No. DMC-01 annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person.

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

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

- (a) the Recreational Areas and Facilities;
- (b) the Loading/Unloading Bays;
- (c) the Visitors' Car Parking Spaces;
- (d) the Bicycle Parking Spaces;
- (e) part of the Greenery Areas;
- (f) the planters, the planters/lawns, areas for the installation or use of aerial broadcast distribution or telecommunication network facilities (if any) and the canopies on 1<sup>st</sup> Floor of the Estate;
- (g) the external walls of the Residential Development including
  - (1) the claddings and the architectural fins and features thereon; and
  - (2) the air-conditioner platforms (including the louvers or grilles thereof (if any)) adjacent to the Flats;

BUT excluding (i) the glass balustrades or railings of the balconies, utility platforms, flat roofs or specified parts of roofs which form parts of the relevant Flats, (ii) windows of a

Flat, (iii) the openable parts of the curtain wall structure of the Residential Development wholly enclosing or fronting the Flat, and (iv) such pieces of glass panels forming part of the curtain wall structure of the Residential Development wholly enclosing or fronting a Flat, all of which shall form parts of the relevant Flat;

- (h) all those areas (including but not limited to the pipe ducts, the canopies, the common flat roofs, flat roofs for common use and the fan rooms in the Residential Development) for the purpose of identification only shown and coloured **green** on Plan Nos. DMC-01 to DMC-07 (both inclusive) annexed to this Deed, the accuracy of which is certified by or on behalf of the Authorized Person PROVIDED THAT, where appropriate, if any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential 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 in the Estate intended for the common use and benefit of all Flats as a whole and not just any particular Flat and which are subject to the provisions of this Deed to be used by each Owner and occupier of the Flats in common with all other Owners and occupiers of the Flats and includes but not limited to the communal aerial, all signal receivers, all lifts, wires, cables, ducts, pipes, drains, the sports and recreational facilities in the Recreational Areas and Facilities and all mechanical and electrical installations and equipment exclusively for the Residential Development.

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

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

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

**"Unit"** means a Flat or a Parking Space of which the full and exclusive right and privilege to the use occupation and enjoyment has been or is intended to be assigned to or retained by an Owner and **"his Unit"** in relation to an Owner means the Unit or Units in respect of which that Owner has the full and exclusive right and privilege to hold use occupy and enjoy and shall have the same definition as **"flat"** under the Building Management Ordinance (Cap.344).

**"Visitors' Car Parking Spaces"** means the 10 spaces situated on the Ground Floor of the Estate and shown and marked Nos. V1 – V10 on Plan No. DMC-01 for the parking of vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Flats in the Estate. For the avoidance of doubt, Visitors' Car Parking Spaces Nos. V9 and V10 are provided for the parking of motor vehicles by disabled persons in accordance with Special Condition No.(29)(b)(i) of the Government Grant.

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

**"Yellow Area"** means the Yellow Area as referred to and defined in Special Condition No.(8)(a)(i) of the Government Grant and shall include the Yellow Area Structures thereon as referred to and defined in Special Condition No.(8)(a)(i) of the Government Grant.

**WHEREAS :-**

- (1) Immediately prior to the Assignment to the First Assignee hereinafter referred to, the First Owner was the registered owner and in possession of the Lot subject to and with the benefit of the Government Grant.
- (2) The First Owner has developed the Lot in accordance with the Building Plans. An Occupation Permit in respect thereof has been issued.
- (3) For the purposes of sale the Lot and the Estate have been notionally divided into 15,000 Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.
- (4) By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed the First Owner assigned unto the First Assignee the First Assignee's Unit subject to and with the benefit of the Government Gant.
- (5) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Estate and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Estate.
- (6) In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter gender and words importing persons shall include corporations and vice versa and references to Clauses, Sub-clauses and Schedules shall be references to clauses, sub-clauses and schedules of this Deed.

**NOW THIS DEED WITNESSETH** as follows :-

**SECTION I**

**RIGHTS AND OBLIGATIONS OF OWNERS**

1. The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant, the Deed of Mutual Grant and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Lot and the Estate together with the appurtenances thereto and the entire rents and profits thereof **SAVE AND EXCEPT** the First Assignee's Unit assigned to the First Assignee as aforesaid and **SUBJECT TO** the rights and privileges granted to the First Assignee by the said Assignment **AND SUBJECT TO** the provisions of this Deed so far as they are still subsisting.
2. The First Assignee shall at all times hereafter subject to and with the benefit of the Government Grant, the Deed of Mutual 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, the Deed of Mutual 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:-**
  - (a) any such sale, assignment, mortgage, charge, lease or licence shall be made expressly subject to and with the benefit of this Deed; and
  - (b) the Parking Spaces shall not be :-
    - (i) assigned except :-
      - (A) together with Undivided Shares giving the right of exclusive use and possession of a Flat; or
      - (B) to a person who is already the Owner of Undivided Shares in the Lot and the Development with the right of exclusive use and possession of a Flat; or
    - (ii) underlet except to residents of the Flat,

AND in any event not more than three (3) in number of the total of the Car Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the Owner or underlet to the resident of any one Flat, but notwithstanding the aforesaid, the First Owner may, with the prior written consent of the Director, assign all the Parking Spaces as a whole to a wholly-owned subsidiary of the First Owner.

6. (a) The right to the exclusive use, occupation and enjoyment of any Unit or part of the Lot and the Estate shall not be sold, assigned, mortgaged, charged or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause shall, subject to the Government Grant, not extend to leases, tenancies or licences in respect of any Unit or part of the Lot and the Estate.
- (b) The right to the exclusive use, occupation and enjoyment of any balcony, utility platform, flat roof or part of the roof shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Flat of which the balcony, utility platform, flat roof or part of the roof forms part.
7. (a) Every Owner, his tenants, servants, agents, invitees, visitors and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit.
- (b) The Owner of any Flat together with his tenants, servants, agents, invitees, visitors and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Flat.
- (c) The Owner of any Parking Space together with his tenants, servants, agents, invitees, visitors and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Parking Space.
- (d) 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.
- (e) In addition to the above, every Owner, his tenants, servants, agents, invitees, visitors and licensees shall have the full right and liberty (in common with the Manager and others having like rights)
  - (i) to go pass and repass over and along the Common Road;
  - (ii) to obtain and to convey supply of Utilities and to discharge rain water and treated effluent and sewage through the Common System, the Connecting Sub-System and the Piping Route and the Underground Drainage Facilities therein; and
  - (iii) to have access through the Common Road and wayleave through the Common System and the relevant Connecting Sub-System(if necessary, all as defined in the Deed of Mutual Grant) for all purposes connected with the proper use and enjoyment of his Unit subject to and in accordance with the Deed of Mutual Grant.

## SECTION II

### ADDITIONAL RIGHTS OF THE FIRST OWNER

8. Each and every Owner covenants with the First Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Lot and the Estate and any interest therein that the First Owner shall for as long as it remains the beneficial owner of any Undivided Share have the right (whether acting by itself or by any of the professionals, contractors and agents engaged, appointed or employed by the First Owner) at any time or times and from time to time as it shall deem fit and without the consent or concurrence of any other Owners, the Owners' Committee, the Owners' Corporation or the Manager (save as otherwise restricted as in below) to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto and (where appropriate) granted and conferred upon the First Owner :-
- (a) Full right and liberty at all reasonable times to enter into and upon such parts of the Lot and the Estate not yet sold or assigned by the First Owner from time to time with all necessary equipment, plant and materials for the purposes of completing such parts of the Estate in accordance with the Building Plans and the Government Grant and may, for such purposes, carry out all such works in, under, on or over those parts of the Lot and the Estate as aforesaid as it may from time to time see fit upon giving reasonable prior notice in writing to the Owners (save in case of emergency) PROVIDED THAT nothing herein shall absolve the First Owner from obtaining any Government approval which may be required for the same. The right of the First Owner to enter the Lot and the Estate as aforesaid to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner for the said purpose PROVIDED THAT the exercise of such right shall not interfere with or affect an Owner's exclusive right to the use, occupation and enjoyment of the Unit which such Owner owns or impede or restrict the access to and from any such Unit or affect the Owner's rights to enjoy any part of the Common Areas and Facilities AND PROVIDED THAT the First Owner shall at its own expense make good any damage or loss that may be caused by or arise from such works and shall ensure that such works shall cause the least disturbance and inconvenience and shall indemnify all loss and damage resulting from the First Owner exercising the right under this sub-clause (a).
- (b) The right to enter into one or more sub-deed(s) of mutual covenant for the purpose of making further provisions for the management maintenance and servicing in respect of any part or parts of the Lot or the Estate which has or have not been sold or assigned not being Common Areas and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof PROVIDED THAT such sub-deed(s) of mutual covenant shall be subject to the prior written approval of the Director of Lands (who may, in his absolute discretion, waive the requirement of such approval) and shall not conflict with the provisions of this Deed and the Deed of Mutual Grant and shall not adversely affect the rights of any Owner to hold, use, occupy and enjoy his own Unit and the rights of any Owner to use and enjoy the Common Areas and Facilities.



- (c) The right to apply to, negotiate and agree with the Government to amend, vary or modify the Government Grant (including any plans annexed thereto) or any conditions thereof or to obtain waiver, no objection letter or licence, from time to time in such manner as the First Owner may deem fit to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner and any such amendment or variation or modification shall be binding on the Owners PROVIDED THAT the exercise of this right shall be subject to the approval of Owners at an Owners' meeting convened under this Deed and shall not affect or interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns or impede or restrict the access to or from such Unit and all costs incidental thereto shall be borne by the First Owner solely PROVIDED FURTHER THAT any benefit or concession acquired as a result of such exercise of this right shall be accrued to all Owners and any payment or compensation received in relation to or incidental to such amendments, alteration or variation shall be credited to the Special Fund.
- (d) At all times hereafter but subject to and with the benefit of the Government Grant, the Deed of Mutual Grant and this Deed insofar as they relate thereto, the full and unrestricted right without interference by the Owners to assign, mortgage, charge, lease, license, part with possession of or otherwise deal with the Undivided Shares retained by the First Owner (other than the Undivided Shares in respect of the Common Areas and Facilities) and to assign, mortgage, charge, lease or license the full and exclusive right and privilege to hold, use, occupy and enjoy any such Unit within the Estate held therewith PROVIDED THAT such dealings shall not contravene the terms and conditions of the Government Grant, the Deed of Mutual Grant and this Deed.
- (e) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed having been obtained, the right to affix, maintain, alter, repair, service, replace, renew and remove any one or more chimneys, flues, pipes, masts, conduits, plant, machinery, equipment, lightning conductors and lighting fixtures including, without limitation, microwave distribution systems, aerials, dishes, antennae, transmitters, transponders, receivers, tuners and the ancillary equipment and connections thereto and other fixtures or structures of whatsoever kind on any part or parts of the Common Areas and Facilities and the right to enter into and upon any part of the Lot and the Estate save and except any of the Units(s) unless the consent of the Owners thereof has been obtained with or without workmen and equipment at all reasonable times on giving prior reasonable written notice (except in the case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do to any other person on such terms as the First Owner may deem fit PROVIDED ALWAYS THAT the exercise of any of such rights shall not affect or interfere with the exclusive use, occupation or enjoyment by other Owners or occupiers of the Units which such Owners own or affect or interfere with the enjoyment of the Common Areas and Facilities by the Owners and occupiers and PROVIDED THAT any consideration received (including any payment received for the approval) as a result of the exercise of the right under this sub-clause (e) shall form part of the Special Fund.
- (f) Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any

roads, passageways, walkways, footpaths, footbridges, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by licence for the benefit of the Lot and the Estate PROVIDED THAT the exercise of such right shall not affect or interfere with (i) the right of an Owner and/or an occupier to hold, use, occupy and enjoy the part of the Estate which he owns or occupies (as the case may be) and (ii) the enjoyment of the Common Areas and Facilities by the Owners and occupiers.

- (g) Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed and the agreement of other relevant parties under the Deed of Mutual Grant, the right to vary the rights, rights of way or easements or quasi-easements under the Deed of Mutual Grant 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) or impede or restrict the access to or from such Unit which such Owner and/or occupier owns or occupies (as the case may be) and (ii) the enjoyment of the Common Areas and Facilities by the Owners and occupiers AND PROVIDED FURTHER THAT the exercise of this right shall not contravene the terms and conditions of the Government Grant AND PROVIDED FURTHER THAT any consideration received as a result of the exercise of the right under this sub-clause (g) shall form part of the Special Fund.
- (h) The right and privilege to surrender or assign or dedicate or part with possession of any part or parts of the Lot and/or the Estate (which has or have not been sold or assigned by the First Owner and not being Common Areas) which is required to be surrendered or assigned to the Government or dedicated for public use pursuant to the requirement under the Government Grant or whenever required by the Government free from any claim or demand of any Owner PROVIDED THAT any benefit or concession acquired as a result of this right shall be accrued to the First Owner and any fee payable or any monetary compensation receivable in connection therewith shall be borne by or accrued to the First Owner AND PROVIDED FURTHER THAT the exercise of this right should not interfere with the other Owners' right to hold, use, occupy and enjoy their Units or impede access to their Units.
- (i) 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 regrant PROVIDED THAT the exercise of this right shall be subject to the approval of Owners at an Owners' meeting convened under this Deed and shall not affect or interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns or impede or restrict the access to or from such Unit and any payment (if any) received for the adjustment and/or re-alignment of the boundary of the Lot shall be credited to the Special Fund.
- (j) 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 this right shall not contravene the provisions of the Government Grant and the Deed of Mutual Grant and shall be subject to the approval of Owners at an Owners' meeting convened under this Deed and shall not affect or interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns or impede or restrict the access to or from such Unit and any payment (if any) received shall be credited to the Special Fund.

- (k) 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 to any part or parts of the Lot and/or the Estate (which has or have not been sold or assigned by the First Owner and not being Common Areas), 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 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 Owner PROVIDED THAT such change, amendment, variation, addition or alteration will not interfere with the other Owners' right to the exclusive use occupation and enjoyment of their Units or unreasonably impede or restrict their access to and from their Units AND PROVIDED FURTHER THAT 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.
- (l) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, 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, Residential Common Areas and Facilities or Car Park Common Areas and Facilities whereupon with effect from such designation and declaration such additional Estate Common Areas and Facilities, Residential Common Areas and Facilities or Car Park Common Areas and Facilities (as the case may be) shall form part of the Estate Common Areas and Facilities, the Residential Common Areas and Facilities or Car Park Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Estate Common Areas and Facilities, the Residential Common Areas and Facilities or Car Park 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.
- (m) 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 PROVIDED THAT the exercise of this right shall be subject to the approval of Owners at an Owners' meeting convened under this Deed and shall not affect or interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns or impede or restrict the access to or from such Unit and all costs incidental thereto shall be borne by the First Owner solely PROVIDED FURTHER THAT any benefit, concession or bonus acquired as a result of such exercise of this right shall be accrued to all Owners and any payment or compensation received in relation to or incidental to such amendments, alteration or variation shall be credited to the Special Fund.

- (n) As long as the First Owner is an Owner, the right to change the name of the Estate or any part or parts thereof at any time upon giving six months' notice to the Owners.
9. (a) The Owners hereby jointly and severally and irrevocably APPOINT the First Owner to be their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their acts and deeds deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 8 and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding up (as the case may be) of any of such Owners.
- (b) Each Assignment of the Units shall include a covenant in substantially the following terms :
- "The Purchaser covenants with the Vendor for itself and as agent for ONFINE DEVELOPMENT LIMITED, GAINBO LIMITED, WAYGENT INVESTMENT LIMITED and MAGIC SIGN LIMITED (collectively "the Companies", which expression shall include successor 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 Companies and their successors and assigns that :-
- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Companies under Clause 8 of a Deed of Mutual Covenant incorporating Management Agreement dated [ \* ] 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 Companies;
  - (ii) the Covenanting Purchaser shall, if required by the Companies, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Companies, to facilitate the exercise of the said rights by the Companies;

- (iii) the Covenantee Purchaser hereby expressly and irrevocably appoints the Companies to be its attorney and grants unto the Companies the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenantee Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Companies as aforesaid with full power of delegation and the Covenantee Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
- (iv) in the event of the Covenantee Purchaser selling or otherwise disposing of the Property, the Covenantee 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 Covenantee Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenantee Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenantee 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."

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

### SECTION III

#### MANAGER AND MANAGEMENT CHARGES

11. (a) Subject to the provisions of the Building Management Ordinance (Cap.344), the parties hereto have agreed with the DMC Manager for the DMC Manager to undertake the management and maintenance of the Lot and the Estate for an initial term of two (2) years from the date of appointment under this Deed and to be continued thereafter until termination of the DMC Manager's appointment in the manner hereinafter provided PROVIDED THAT nothing herein shall restrict or prohibit the termination of the appointment of the DMC Manager during such initial term or at any time thereafter under the following circumstances :-
- (i) the appointment is terminated by the DMC Manager by giving not less than three (3) months' notice of its intention to resign in writing by :-
    - (A) sending such notice to the Owners' Committee; or
    - (B) where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, by serving such notice on each of the Owners and by displaying such notice in a prominent place in the Estate.
  - (ii) The notice referred to in sub-clause (a)(i)(B) may be given –
    - (1) by delivering it personally to the Owner; or
    - (2) by sending it by post to the Owner at his last known address; or
    - (3) by leaving it at the Owner's Flat or depositing it in the letter box for that Flat.
  - (iii) prior to the formation of the Owners' Corporation and upon the passing of a resolution by a majority of votes of the Owners voting either personally or by proxy in an Owners' meeting and supported by the Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities), the appointment of the DMC Manager may be terminated without compensation by the Owners' Committee at any time by giving to the DMC Manager not less than three (3) months' notice of termination in writing; or
  - (iv) in the event that the DMC Manager is wound up or has a receiving order made against it.
- (b) (i) Where an Owners' Corporation has been formed, an Owners' Corporation may, by a resolution of a majority of the votes of the Owners voting either personally or by proxy (for the purpose of this sub-clause (b), only the Owners of Undivided Shares who pay or who are liable to contribute towards the Management Charges relating to those Undivided Shares shall be entitled to vote) and supported by the Owners of not less than 50% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) to be determined at a general meeting convened for the purpose, terminate the DMC Manager's appointment without compensation at any time by the Owners' Corporation giving to the DMC Manager not less than 3 months' notice of termination in writing. In this respect, such resolution shall have effect only if such notice of termination is in writing; and provision is made in the resolution for a

period of not less than 3 months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to the DMC Manager of a sum equal to the amount of remuneration which would have accrued to the DMC Manager during that period; and such notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and such notice and the copy of the resolution is served upon the DMC Manager within 14 days after the date of the meeting. For this purpose, service of such notice and the copy of the resolution required to be served may be given by delivering them personally to the DMC Manager; or by sending them by post addressed to the DMC Manager at its last known address. The reference in this sub-clause (b)(i) above to "the Owners of not less than 50% of the Undivided Shares" shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote.

- (ii) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, sub-clause (b)(i) above applies to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.
- (iii) Sub-clause (b)(ii) above operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the DMC Manager to terminate the appointment of the Manager.
- (c) If a notice to terminate a Manager's appointment is given under sub-clause (b) above :-
  - (i) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
  - (ii) if no such appointment is approved under sub-clause (c)(i) above by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.
- (d) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Estate, and the Owners' Corporation has appointed a Manager under sub-clause (c)(ii) above, the Owners' Corporation shall be deemed to have given that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that sub-clause that may otherwise render that person liable for a breach of that undertaking or agreement.
- (e) Sub-clauses (b) to (d) above are subject to any notice relating to the Estate that may be published by the Secretary for Home Affairs under section 34E(4) of the Building Management Ordinance (Cap.344) but does not apply to any single manager referred to in that section.
- (f) Subject to sub-clause (g) below, if the Manager's appointment ends for any reason, the Manager shall, as soon as practicable after the Manager's appointment ends, and in any event within 14 days of the date of the Manager's appointment ends, deliver to the Owners' Committee (if any) or a Manager appointed in its place any movable property in respect of the control, management and administration of the

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

- (g) If the Manager's appointment ends for any reason, the Manager shall within 2 months of the date the Manager's appointment ends :-
  - (i) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which the Manager's appointment ends and ending on the date the Manager's appointment ended; and a balance sheet as at the date the Manager's appointment ended, and shall arrange for that account and balance sheet to be audited by a certified public accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such certified public accountant or other independent auditor as may be chosen by the Manager; and
  - (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents, plans and other records which are required for the purposes of sub-clause (g)(i) above and have not been delivered under sub-clause (f) above.
- 12. Upon termination of the Manager's employment in whatever manner this may occur and if the Owners' Corporation has not yet formed, a meeting of the Owners' Committee shall immediately be convened to appoint a manager to take its place and such meeting shall appoint a manager who shall on the expiry of the notice given by or, as the case may be, to the Manager be immediately thereupon and thenceforth become vested with all the powers and duties of the Manager hereunder and the Owners' Committee shall on behalf of the Owners enter into a management agreement with such new manager defining its rights, duties and obligations. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Lot and the Estate be without a responsible duly appointed manager to manage the Estate after the issue of an Occupation Permit covering the same and the execution of this Deed.
- 13. (a) The Manager's Fee, being the remuneration of the Manager (other than the Owners' Committee when acting as Manager) for the performance of its duties hereunder, shall be 10% of the total annual Management Expenses (excluding the amount for the Manager's Fee itself and any capital expenditure or expenditure drawn out of the Special Fund) reasonably and necessarily incurred in the good and efficient management of the Lot and the Estate. The Manager shall also be entitled to charge and be paid all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder. The Owners shall pay to the Manager the Manager's Fee hereunder in advance on the first day (or such other day as the Manager may deem appropriate) of each calendar month. No variation of the percentage of total annual expenditure against which the Manager's Fee is calculated shall be made except with approval by a resolution of Owners at an Owners' meeting convened under this Deed. Provided That in calculating the Manager's Fee under this Clause, the Owners may by a resolution of Owners at an Owners' meeting under this Deed decide to include in such calculation any capital expenditure or expenditure drawn out of the Special Fund at the rate at which the Manager's Fee is then charged or at any lower rate as the Owners may consider appropriate.
- (b) The Manager's Fee as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary, bonuses,



fringe benefits, severance payment and fees for any staff employed within the Estate, facilities, accountancy services or other professional supervision for the Lot and the Estate and all disbursements and out of pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs and expenses shall form part of the Management Expenses and shall be a direct charge upon the Management Funds.

14. (a) Subject to sub-clauses (c), (e) and (f) below, the total amount of Management Charges payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Lot and the Estate shall be the total proposed management expenditure during that year as specified by the Manager in accordance with sub-clause (b) below.
- (b) In respect of each financial year and to enable the Manager to determine the Management Charges payable by the respective Owners of the Estate, the Manager shall :-
- (i) prepare three separate and independent draft annual Management Budgets under Clause 15(a) of this Deed within 2 months before the start of the financial year setting out the estimated management expenditure of the Lot and the Estate during the financial year;
  - (ii) send a copy of each of the draft annual Management Budgets to the Owners' Committee or, where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, display a copy of each of the draft annual Management Budgets in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days;
  - (iii) send or display, as the case may be, with the copy of the draft annual Management Budgets a notice inviting each Owner to send his comments on the draft annual Management Budgets to the Manager within a period of 14 days from the date the draft annual Management Budgets were sent or first displayed;
  - (iv) after the end of that period, prepare annual Management Budgets specifying the total estimated management expenditure during the financial year;
  - (v) send a copy of each of the annual Management Budgets to the Owners' Committee or, where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, display a copy of each of the annual Management Budgets in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) above before the start of that financial year, the total amount of the Management Charges for that year shall :-
- (i) until the Manager has so complied, be deemed to be the same as the total amount of Management Charges (if any) for the previous financial year;
  - (ii) when the Manager has so complied, be the total estimated management expenditure specified in the annual Management Budgets for that financial year, and the amount that the Owners shall contribute towards the Management Charges shall be calculated and adjusted accordingly.
- (d) Where any of the annual Management Budgets has been sent or displayed in accordance with sub-clause (b)(v) above and the Manager wishes to revise the

same, the Manager shall follow the same procedures in respect of the revised annual Management Budget as apply to the draft annual Management Budget and the annual Management Budget by virtue of sub-clause (b) above.

- (e) Where a revised annual Management Budget is sent or displayed in accordance with sub-clause (d) above, the total amount of the Management Charges for that financial year shall be the total management expenditure or estimated management expenditure specified in the revised annual Management Budget and the amount that Owners shall contribute towards the Management Charges shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of 1 month from the date that an annual Management Budget or a revised annual Management Budget for a financial year is sent or first displayed in accordance with sub-clause (b) or sub-clause (d) above, the Owners' Corporation decides, by a resolution of the Owners, to reject the annual Management Budget or the revised annual Management Budget, as the case may be, the total amount of the Management Charges for the financial year shall, until another annual Management Budget or revised annual Management Budget is sent or displayed in accordance with sub-clause (b) or sub-clause (d) above and is not so rejected under this sub-clause (f), be deemed to be the same as the total amount of the Management Charges (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (g) If any Owner requests in writing the Manager to supply him with a copy of any of the draft annual Management Budgets, annual Management Budgets or revised annual Management Budgets, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) The Management Expenses shall cover all expenditure which is to be expended for the benefit of all Owners or required for the good and efficient management and maintenance of the Lot and the Estate and the Common Areas and Facilities therein and also the Common Road, the Common System, the Connecting Sub-System and the Piping Route and the Underground Drainage Facilities therein (if required and necessary) including but without prejudice to the generality of the foregoing the following costs charges and expenses :-
  - (i) the expenses for maintenance, operation, control, repair, cleansing, painting, decorating, improving and keeping in good condition of all Common Areas and Facilities and the lighting thereof;
  - (ii) the expenses for cultivation, irrigation, maintenance and replacement of the planters and landscaped areas on the Common Areas and Facilities;
  - (iii) the charges for the supply and consumption of electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Common Areas and Facilities;
  - (iv) the remuneration and related expenses for the provision of property management services for the Lot and the Estate and the cost (including but not limited to salaries, bonuses, fringe benefits, severance payment and medical insurance) of employing executives, clerical staff, accountants, caretakers, security guards, watchmen, cleaners, and such other staff to manage and administer the Lot and the Estate and the Common Areas and

Facilities therein and the expenses of purchasing or hiring all necessary plant, equipment and machinery;

- (v) the costs and expenses of inspecting, maintaining and repairing the foundations, columns and other structures (except those structures forming parts of the relevant Units) constructed or to be constructed for the support of the Estate and the drains nullahs sewers pipes water mains and channels and such other areas whether within or outside the Lot that are required to be maintained under the Government Grant;
- (vi) the Government rent of the Lot payable under the Government Grant Provided only if no apportionment or separate assessments have been made for individual Units and the Manager decides, in its discretion, that the same shall be included as part of the Management Expenses and the Government rent (if any) in respect of the Common Areas and Facilities;
- (vii) the expenses of refuse collection, storage and disposal in respect of the Lot and the Estate and the Common Areas and Facilities;
- (viii) the premia for insurance of the Common Areas and Facilities against damage by fire and/or such other perils up to the full new reinstatement value thereof and of the Manager for and on behalf of itself as the Manager of the Lot and the Estate and the Owners of the Lot and the Estate against third party or public liability or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager including without limitation any insurance policy concerning the Yellow Area and the Purple Area;
- (ix) legal and accounting and surveying fees and all other professional fees and costs properly and reasonably incurred by the Manager in carrying out the services provided by this Deed;
- (x) all costs incurred in connection with the maintenance, management and improvement of the Common Areas and Facilities;
- (xi) the licence fees payable to the Government for laying of drains and channels which serve the Estate within or under the Government land adjacent to the Lot;
- (xii) the costs and expenses of maintaining, repairing and replacing the electric vehicle chargers and associated equipment (if any) provided for the Visitors' Car Parking Spaces, and the electricity charges of the electric vehicle chargers serving the Visitors' Car Parking Spaces;
- (xiii) any other costs, charges and expenses properly and reasonably incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed in respect of any part or parts of the Lot and the Estate;
- (xiv) any other items of expenditure which in the reasonable opinion of the Manager are necessary for the administration, management and maintenance of the Lot and the Estate including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses reasonably and necessarily incurred by the Manager in respect thereof or such due proportion of reasonable expense of support/back up services (if any) which are necessary for the management of the Lot and the Estate which are provided by the headquarters office(s) of the Manager for

the Estate as well as any other lands, developments and buildings and for such purposes, the Manager shall be entitled to apportion any such items of expenditure or (as the case may be) a due proportion thereof which directly relate to the administration and/or management and/or maintenance of the Lot and the Estate in such manner as shall be reasonably determined by the Manager;

- (xv) the costs and expenses for the control, operation, management, maintenance and improvement of the Club House (including the Recreational Areas and Facilities);
- (xvi) the costs and expenses for the control, operation, management and maintenance, including any regular maintenance of the permanent artificial lighting system at the staircases of the Common Areas and its back-up automatically activated emergency lighting system;
- (xvii) the costs and expenses for the control, operation, management and maintenance of the Greenery Areas;
- (xviii) a sum for contingencies;
- (xix) all costs and expenses incurred in connection with the environmental control and protection in respect of the Lot, the Estate and the Common Areas and Facilities;
- (xx) all costs and expenses for the carrying out and implementation of the Fire Safety Management Plan and the fire services system serving the Flats with open kitchen design (except those which shall be borne by the Owner of the relevant Flat);
- (xxi) all costs and expenses incurred by the Manager for the repair, maintenance, improvement and reinstatement of the transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Estate;
- (xxii) the costs and expenses for taking possession and maintenance of the Yellow Area pursuant to the Government Grant in good and substantial repair and condition and to the satisfaction of the Director of Lands until the Yellow Area has been re-delivered to the Government;
- (xxiii) any costs or payment required to be made to the Government under the Government Grant in respect of the Purple Area and in respect of the utilities and sewages described in Special Condition No. (6) of the Government Grant; and
- (xxiv) any costs or payment required to be made by the Owners as a whole under the Deed of Mutual Grant (including without limitation those costs and payments required to be made by the Owners as a whole under Clauses 9(b), 12, 13(b) and 14 of the Deed of Mutual Grant) and under Special Condition No. (7) of the Government Grant.

15. (a) The Manager shall prepare the following three separate and independent budgets showing the total management expenditure of the Estate for the ensuing year :-
- (i) the Estate Management Budget which shall show the estimated expenditure of the management and maintenance of the Estate Common Areas and

Facilities and the fraction of the Maintenance Costs (as defined in the Deed of Mutual Grant) and other payments payable by the Owners of the Lot under the Deed of Mutual Grant including without limitation those costs and payments required to be made by the Owners as a whole under Clauses 9(b), 12, 13(b) and 14 of the Deed of Mutual Grant (excluding the Residential Management Expenses and the Car Park Management Expenses but including the Manager's Fee);

- (ii) the Residential Management Budget which shall show the estimated expenditure of the management and maintenance of the Residential Common Areas and Facilities (excluding the Estate Management Expenses and the Car Park Management Expenses);
- (iii) the Car Park Management Budget which shall show the estimated expenditure of the management and maintenance of the Car Park Common Areas and Facilities (excluding the Estate Management Expenses and the Residential Management Expenses);

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

- (b)
  - (i) Subject to sub-clauses (ii) and (iii) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :-
    - (1) the supplies, goods or services are procured by invitation to tender; and
    - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344).
  - (ii) Subject to sub-clause (iii) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the relevant annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :-
    - (1) if there is an Owners' Corporation :-
      - (I) the supplies, goods or services are procured by invitation to tender;
      - (II) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and
      - (III) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
    - (2) if there is no Owners' Corporation :-

- (I) the supplies, goods or services are procured by invitation to tender;
    - (II) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and
    - (III) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer;
  - (iii) Sub-clauses (i) and (ii) do not apply to any supplies, goods or services which but for this sub-clause would be required to be procured by invitation to tender (referred to in this sub-clause as “**relevant supplies, goods or services**”) :-
    - (1) where there is an Owners’ Corporation, if :-
      - (I) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners’ Corporation by a supplier; and
      - (II) the Owners’ Corporation decides by a resolution of the Owners passed at a general meeting of the Owners’ Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
    - (2) where there is no Owners’ Corporation, if :-
      - (I) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
      - (II) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.
16. (a) Each Owner (including the First Owner) shall be personally liable to contribute towards the Management Charges whether or not his Unit or Units are vacant or occupied and whether or not such Unit or Units have been let or leased to a tenant or is occupied by the Owner himself or any other person Provided Always That no Owner may be called upon to pay more than his fair share of the Management Charges having regard to the number of Management Units in respect of his Unit.
- (b) The amount of the monthly or other contributions payable by each Owner to the relevant annual budget shall be specified by the Manager from time to time in accordance with the following principles and such contributions shall be paid in the following manner :-

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

PROVIDED ALWAYS :-

- (A) where at any time any Management Budgets prepared by the Manager are revised as hereinbefore provided there shall be added to or deducted from the amount of the Advance Payment payable on the first day of each month for the remainder of the current financial year after such revision an amount equal to the difference between the relevant Management Charges in respect of the current financial year payable by the Owner concerned prior to such revision and the relevant Management Charges payable by that Owner in accordance with the revised Management Budget divided by the number of complete months from the date of such revised Management Budget to the end of the then current financial year;
- (B) on the first day of the month immediately following the close of any financial year and on the first day of each of such subsequent months before the Management Budget for the then financial year shall have been prepared and approved there shall be paid on account an amount equal to the Advance Payment payable by that Owner for the last month of the preceding financial year.
- (c) Notwithstanding anything herein contained, where the Manager or the Owners' Corporation acquires Undivided Shares relating to the Common Areas and Facilities as trustee for all the Owners pursuant to the provisions of the Government Grant or this Deed then the Owner of such Undivided Shares relating to the Common Areas and Facilities shall be exempted from contributing to the Management Charges as provided in this Deed.
- (d) The Management Expenses attributable to the use and passage of the Car Park Common Areas and the use of Car Park Common Facilities for the purpose of access to and from the Visitors' Car Parking Spaces and the Bicycle Parking

Spaces as referred to in Clause 4 of Part A of the Second Schedule to this Deed and parts of the Residential Common Areas and Facilities the access of which can only be gained through the Car Park Common Areas shall be paid by the Manager out of the account of the Residential Management Budget for the benefit of the Owners of the Parking Spaces by transferring the amount of such Management Expenses to the account of the Car Park Management Budget on a monthly basis. The amount of such monthly contribution to the Car Park Management Budget required to be made shall be determined by the Manager having regard to the total area of the Parking Spaces and the total areas of the relevant Visitors' Car Parking Spaces and the Bicycle Parking Spaces.

17. (a) If the Manager is of the opinion that the receipts budgeted for the then current financial year are insufficient to cover all expenditure required to be incurred in that financial year, the Manager may subject to prior consultation with the Owners' Committee prepare a revised budget and may determine additional contributions payable by each Owner in accordance with the procedures set out in this Deed or the Building Management Ordinance (Cap.344) which may be rendered necessary by the adoption of such revised budget and may exercise all the powers conferred by this Deed in respect of such additional contributions. The Manager may recoup such deficiency by increased monthly contributions save that in exceptional circumstances it may be recovered by special contribution in one lump sum as the Manager shall see fit to require. Revision of budget shall not take effect until after 3 months following the effective date of the budget for the then current financial year.
- (b) In the event of a surplus of income over expenditure for a financial year, the surplus shall be treated as an accumulated surplus for the following financial year.
18. Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include :-
  - (a) any sum attributable or relating to the cost of completing the Estate or any part thereof which sum shall be borne solely by the First Owner;
  - (b) all existing and future taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any Unit which sums shall be borne by the Owner or Owners for the time being thereof; and,
  - (c) the expenses for keeping in good and substantial repair and condition of the interior fixtures and fittings, windows and doors of any Unit together with the plumbing, electrical installations, plant equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which sums shall be borne solely by the Owner or Owners for the time being thereof.
19. Where any expenditure relates solely to or is solely for the benefit of the Flats or the Parking Spaces, then the full amount of such expenditure shall be borne by such Owners thereof accordingly.
20. (a) The Manager shall establish and maintain three separate components of the Special Fund respectively for the Estate Common Areas and Facilities, the Residential Common Areas and Facilities and the Car Park Common Areas and Facilities to meet the Provision of Special Fund. For the avoidance of doubt, it is expressly declared that the above three separate components of the Special Fund shall be



treated as completely separate and independent funds so that any surplus or deficit in one fund shall not be taken into account in the other funds, and held by the Manager as trustee respectively for all Owners of the Units in the Estate, the Owners of Flats and the Owners of Parking Spaces for the time being.

- (b) Subject to sub-clause (c) below, each Owner (save and except the First Owner as provided in sub-clause (c) below) shall upon taking up the assignment of his Undivided Shares from the First Owner deposit with the Manager a sum equivalent to two (2) months' management contribution based on the first annual Management Budget as an initial total contribution to the components of the Special Fund relevant to his Unit.
- (c) The First Owner shall in respect of any Units in that part of the Estate the construction of which has been completed and which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date when the First Owner is in a position validly to assign those Unit(s) (i.e. when the consent to assign or the certificate of compliance has been issued) whichever is the later, deposit with the Manager a sum equivalent to two (2) months' management contribution based on the first annual Management Budget as an initial contribution to the Special Fund (including but not limited to the Special Fund for the Estate Common Areas and Facilities) in respect of such unsold Unit(s).
- (d) Each Owner must covenant with the other Owners that he shall on demand pay to the Manager such further periodic contributions to the components of the Special Fund relevant to his Unit. The amount to be contributed in each financial year and time when those contributions shall be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.
- (e) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the relevant components of the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- (f)
  - (i) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest-bearing account, the title of which shall refer to the Special Fund for the Estate, and shall use such account exclusively for the purpose referred to in sub-clause (a) above.
  - (ii) Without prejudice to the generality of sub-clause (f)(i) above, if the Owners' Corporation has been formed, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the Special Fund.
  - (iii) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (f)(i) above or sub-clause (f)(ii) above in a prominent place in the Estate.
- (g) The Manager shall without delay deposit all money received by the Manager in respect of the Special Fund into the account opened and maintained under sub-clause (f)(i) above or, if the Owners' Corporation has been formed, the account or accounts opened and maintained under sub-clause (f)(ii) above.

- (h) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed). The Manager must not use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Estate.
  - (i) The payments made by the Owners towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
21. (a) Except where the First Owner has made payments in accordance with sub-clause (b) below, each Owner (save and except the First Owner) shall upon taking up the assignment of his Undivided Shares from the First Owner :-
- (i) pay to the Manager a sum equivalent to one (1) month's management contribution based on the first annual Management Budget payable by him in respect of his Unit(s) as payment in advance of management contribution of his Unit(s);
  - (ii) deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to three (3) months' management contribution based on the first annual Management Budget payable by him in respect of his Unit(s) which deposit shall be non-interest bearing and shall not be used by such Owner to set off against any contribution payable by him under this Deed and which deposit shall be transferable;
  - (iii) pay to the Manager in respect of each Flat owned by such Owner a sum equivalent to one (1) month's management contribution based on the first annual Management Budget payable by him in respect of such Flat for costs for removal of debris therefrom during fitting out or decoration period which sum shall be non-refundable and non-transferrable Provided That any part of such sum not used for the aforesaid purpose shall be paid into such component of the Special Fund for the Residential Development; and
  - (iv) pay to the Manager a due proportion of the deposits of water meters, electricity etc. for the Common Areas and Facilities or part thereof which have been paid or will be paid by the Manager to the relevant utility companies and such due proportion of the deposits are transferable.

Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed) the Manager shall have the right to set off the deposit against any sums payable by an Owner under this Deed; the Manager shall be under no obligation to exercise such right of set off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to 3 times the then current monthly management contribution payable in respect of the Unit(s) which he owns. The Manager may require the Owners to further contribute to the deposit referred to in Clause 21(a)(ii) above so as to make it up to not more than 25% of the relevant budgeted Management Expenses under the relevant annual Management Budgets per Unit payable by them in respect of their relevant Unit(s) of any subsequent year.

- (b) The First Owner shall in respect of any Unit(s) in that part of the Estate the construction of which has been completed and which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date when the First Owner is in a position validly to assign those Unit(s) (i.e. when the consent to assign or the certificate of compliance has been issued), whichever is the later:-
- (i) deposit with the Manager as security for the due payment of all amounts which may be or become payable by it under this Deed a sum equal to three (3) months' management contribution based on the first annual Management Budget payable in respect of such unsold Unit(s) which deposit shall be non-interest bearing and shall not be used by the First Owner to set off against any contribution payable by it under this Deed and which deposit shall be transferrable;
  - (ii) pay to the Manager a sum equivalent to one (1) month's management contribution based on the first annual Management Budget in respect of such unsold Flat for costs for removal of debris therefrom during fitting out or decoration period which sum shall be non-refundable and non-transferrable provided that any part of such sum not used for the aforesaid purpose shall be paid into the such component of the Special Fund for the Residential Development; and
  - (iii) pay to the Manager a due proportion of the deposits of water meters, electricity etc. for the Common Areas and Facilities or part thereof which have been paid or will be paid by the Manager to the relevant utility companies and such due proportion of the deposits are transferrable.
- (c) In the event where any Owner shall carry out any decoration or fitting out work in his own Flat, such Owner shall pay to the Manager a sum of HK\$5,000.00 in respect of each Flat owned by such Owner as deposit for securing the payment of the cost of making good any damages to the Common Areas and Facilities caused by or resulting from the decoration and fitting out of or the delivery of furniture items to his Flat. 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 Flat, if the Owner receives no demand for payment of the aforesaid costs or has made such payment, the Manager shall at the request of the Owner refund the deposit but without interest.
22. The Management Charges and all outgoings (including any Government rent and rates) payable in respect of a Unit up to and inclusive of the date of the assignment by the First Owner of such Unit to an Owner (if any) shall be borne and paid by the First Owner. No Owner shall be required to make any payment or reimburse the First Owner for such outgoings.
23. Notwithstanding anything contained in this Deed, the Manager shall be entitled in its discretion with the agreement of the Owner concerned to levy and to retain an additional charge against such Owner in respect of services rendered by the Manager to the Owner beyond what is provided for in this Deed, provided that such charge shall form part of the Management Funds. The rendering of such additional services by the Manager will not affect the Manager's rendering the normal or usual services to the Owners of the Lot and the Estate as a whole.

24. (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof not otherwise required to pay and contribute to the Management Expenses such sum or sums as the Manager shall consult with the Owners' Committee or the Owners' Corporation if formed and such sum or sums collected shall form part of the Management Funds.
- (b) All moneys, income fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any Estate Rules shall form part of the Management Funds and:
- (i) in so far as they arise from or are attributable to the Residential Common Areas and Facilities be notionally credited to the budget for Residential Management Expenses;
  - (ii) in so far as they arise from or are attributable to the Estate Common Areas and Facilities be notionally credited to the budget for Estate Management Expenses; and
  - (iii) in so far as they arise from or are attributable to the Car Park Common Areas and Facilities be notionally credited to the budget for Car Park Management Expenses,

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

25. If any Owner shall fail to pay the Manager any amount payable hereunder within 30 days from the date of demand, he shall further pay to the Manager :-
- (a) interest calculated at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any payment in arrears and such interest shall be payable from the due date until payment; and
  - (b) a collection charge of an amount not exceeding 10% of the amount due (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

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

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

27. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within 14 days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as aforesaid together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal costs as aforesaid and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of such defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Share or Shares of such defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.
28. Any charge registered as aforesaid shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Shares of such defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Lot and the Estate held therewith and the provisions of Clause 26 of this Deed shall apply equally to any such action.
29. The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner and any person occupying any part of the Lot and the Estate through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and of the Estate Rules so far as the same are binding on such Owner and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 26 of this Deed shall apply to all such proceedings.
30. Subject to Clause 65 of this Deed all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Lot and the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Lot and the Estate and any surplus thereof shall form part of the Management Funds.
31. Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in this Deed the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the Management Funds.
32. All money paid to the Manager including but not limited to those sums collected pursuant to this Deed and those by way of interest and collection charges and the interest earned on interest bearing bank accounts maintained by the Manager pursuant to this Deed or in the form of fee or other consideration which the Manager is entitled to charge under this Deed for granting any consent to an Owner where the same is required shall be held on trust for all the Owners for the time being and shall be paid into an interest bearing account or accounts maintained with a licensed bank.
33. Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and the Estate shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit(s) paid under this Deed and his contributions towards the Special Fund paid under this Deed to the intent that all such funds shall be held and applied for the management of the Lot and the Estate irrespective of changes in ownership of the

Undivided Shares in the Lot and the Estate PROVIDED THAT any deposit paid under Clause 21 may be transferred into the name of the new Owner of such Undivided Shares and PROVIDED THAT upon the Lot reverting to the Government and no further Government Grant being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 65 of this Deed, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished in proportion to their Management Units.

34. The first financial year shall, for the purposes of the Management Budgets, commence from the date of this Deed and shall run until the 31st day of December in that year unless that period shall be less than six months in which event the first financial year shall run until the 31st day of December in the following year. Thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of December of that year and such financial year shall not be changed until the expiry of a period of 5 years from the last change of financial year or from the first financial year except with the prior approval by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).
35. (a) (i) The Manager shall open and maintain an interest-bearing account in the name of the Manager and to be held on trust by the Manager for and on behalf of the Owners for the time being of the Estate and the Manager shall use that account exclusively in respect of the management of the Lot and the Estate.
- (ii) Without prejudice to the generality of sub-clause (a)(i) above, if the Owners' Corporation has been formed, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the management of the Estate.
- (iii) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (a)(i) above or sub-clause (a)(ii) above in a prominent place in the Estate.
- (b) Subject to sub-clauses (c) and (d) below, the Manager shall without delay deposit all money received by the Manager in respect of the management of the Lot and the Estate into such interest-bearing account opened and maintained by the Manager under sub-clause (a)(i) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (a)(ii) above.
- (c) Subject to sub-clause (d) below, the Manager may, out of money received by the Manager in respect of the management of the Lot and the Estate, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is approved or determined from time to time by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).
- (d) The retention of a reasonable amount of money under sub-clause (c) above or the payment of that amount into a current account in accordance with sub-clause (c) above and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the

Owners' Committee (if the same has been established pursuant to the provisions of this Deed).

- (e) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Lot and the Estate.
  - (f) The Manager shall maintain proper books or records of account and other financial records of all payments made to and all expenditure incurred by the Manager in the exercise of its powers and duties hereunder and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years. In addition, within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of its management of the Lot and the Estate for that period and shall display a copy of the summary and balance sheet in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days.
36. Within 2 months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that preceding financial year and display a copy thereof in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days. Each income and expenditure account and balance sheet shall be certified by a firm of certified public accountants appointed by the Manager and shall provide an accurate summary of all items of income and expenditure during that preceding financial year including details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund and the amount of money that will be then needed. Prior to the formation of the Owners' Corporation, the Manager shall upon request of the Owners at an Owners' meeting convened under this Deed appoint an accountant or some other independent auditor nominated by the Owners at the said meeting to audit any income and expenditure account and balance sheet prepared by the Manager as aforesaid. If there is an Owners' Corporation and the Owners' Corporation decides by a resolution of the Owners, that any income and expenditure account and balance sheet prepared by the Manager as aforesaid should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and (a) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and (b) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.
37. The Manager shall permit any Owner at any reasonable time to inspect the books or records of account and any income and expenditure account or balance sheet prepared pursuant to this Deed. The Manager shall upon payment of a reasonable copying charge for copying the same supply any Owner with a copy or copies of any record or document requested by such Owner.
38. Subject to the provisions of the Government Grant, Building Management Ordinance (Cap.344) and this Deed, each Owner hereby irrevocably APPOINTS the Manager as agent for the period during the term of the Manager's appointment as the Manager of the Lot and the Estate with full power to enforce the provisions of this Deed and/or the Deed

of Mutual Grant against the other Owner or Owners or any other persons and in respect of any matter concerning the Common Areas and Facilities, the Common Road, the Common System, the Connecting Sub-System and the Piping Route and the Underground Drainage Facilities therein (if required and necessary) in accordance with the provisions of this Deed and/or the Deed of Mutual Grant and all other matters duly authorised under this Deed and/or the Deed of Mutual Grant. Subject to the provisions of the Building Management Ordinance (Cap.344) and in addition to the other powers expressly provided in this Deed, the Manager shall have full authority to do all such acts and things as may be necessary or expedient for or in connection with the proper management of the Lot and the Estate and the easement and other rights appertaining to the Lot and the Estate for and on behalf of all Owners in accordance with the provisions of this Deed, including in particular but without in any way limiting the generality of the foregoing:-

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and the Deed of Mutual Grant;
- (b) To manage, maintain and control the parking of vehicles in the Common Areas and Facilities and to remove any vehicles parked in any area not reserved for parking or vehicles parked in any space without the permission of the Manager or (as the case may be) the Owner or occupier of such space;
- (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured to the full new reinstatement value in respect of the Common Areas and Facilities, the Yellow Area, the Purple Area, the Common Road, the Common System, the Connecting Sub-System and the Piping Route and the Underground Drainage Facilities therein (if required and necessary) 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 and the Yellow Area, the Purple Area, the Common Road, the Common System, the Connecting Sub-System and the Piping Route and the Underground Drainage Facilities therein (if required and necessary) with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Estate according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force;
- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Lot and the Estate;
- (e) To keep and maintain in good order and repair and condition the lighting of the Common Areas and Facilities and to keep the same well-lighted;
- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, improve, renovate, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Estate and the external walls, elevations, facade, canopies, architectural fixtures and fittings thereof but excluding any elevations, facade, canopies, architectural fixtures and fittings and such parts of the curtain wall structures forming part of the relevant Flats and excluding windows and window frames except those situate in the Common Areas and Facilities PROVIDED HOWEVER THAT in respect of the Estate the



Manager shall have the power at the expense of the Owner concerned to replace broken window glass if any such shall be broken and remain unreplaced for 7 days (except in the case of emergency) after the Manager shall have served a notice on the Owner or occupier of the part of the Estate concerned requiring him to replace the same;

- (h) To repair, maintain, upkeep, improve, control, operate and manage the Club House (including the Recreational Areas and Facilities) and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Facilities as the Manager shall deem appropriate and maintain the same;
- (i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities and the Common System, the Connecting Sub-System and the Piping Route and the Underground Drainage Facilities therein (if required and necessary) free and clear from obstructions;
- (j) To keep all the Common Areas and Facilities in good condition and working order and subject to the prior approval of the Owners' Committee (if formed) to extend or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable and to keep the lifts, escalators (if any) and fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's reasonable discretion to enter into contracts with third parties for the maintenance of any such facilities;
- (k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property or land and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Adjacent Lot, the Lot or the Estate or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage to the satisfaction of the Government;
- (l) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior or interior of the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (m) To replace any glass in the Common Areas and Facilities that may be broken;
- (n) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (o) To prevent refuse from being deposited on the Lot and the Estate or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Lot and the Estate and arrange for its disposal at such regular intervals and to maintain in or off the Lot and the Estate refuse collection facilities to the satisfaction of the relevant Government authorities;
- (p) To prevent unauthorised obstruction of the Common Areas and Facilities and the Common Road, the Common System, the Connecting Sub-System and the Piping Route and the Underground Drainage Facilities therein (if required and necessary) and to remove and impound any structure article or thing causing the obstruction;

- (q) To choose from time to time the colour and type of facade of the Common Areas and Facilities;
- (r) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Lot and the Estate or any part thereof (whether through the Common System, the Connecting Sub-System and the Piping Route and the Underground Drainage Facilities therein or otherwise);
- (s) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Lot and the Estate at all times;
- (t) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Lot and the Estate or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant or this Deed and to demand and recover on a full indemnity basis from the Owner or person by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damage caused thereby to the satisfaction of the Manager;
- (u) To appoint solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Lot and the Estate (including but not limited to matters arising from the Deed of Mutual Grant) 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 including without limitation any notice of writ of summons relating to the Deed of Mutual Grant (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Director of Lands (if the proceedings involve the Lands Department) or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;
- (v) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Estate in any manner in contravention of the Government Grant, the Deed of Mutual Grant, this Deed, the Occupation Permit or the Estate Rules;
- (w) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Lot and the Estate of any provisions of the Government Grant, the Deed of Mutual Grant, this Deed or the Estate Rules;
- (x) To prevent any person from detrimentally altering or injuring any part or parts of the Lot and the Estate or any of the Common Areas and Facilities thereof;
- (y) To prevent any person from overloading the floors or lifts of the Estate or any part or parts thereof;
- (z) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Estate;

- (aa) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Lot and the Estate as a whole or the Common Areas and Facilities or matter arising from the Deed of Mutual Grant with power to bind all Owners as to any decision reached or action taken in accordance with the provisions of this Deed and/or the Deed of Mutual Grant in relation to any such dealings;
- (bb) Subject to Clause 15(b) above, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants, surveyors and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants for and in connection with the management and maintenance of the Lot and the Estate and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the management of the Lot and the Estate;
- (cc) To enforce the due observance and performance by the Owners and occupiers or any other persons of the terms and conditions of the Government Grant, the Deed of Mutual Grant, and this Deed and the Estate Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned and in particular to receive any notice, writ, summons or other legal process served under the Deed of Mutual Grant for and on behalf of all Owners;
- (dd) 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;
- (ee) To charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris provided that such charges shall form part of the Special Fund;
- (ff) To charge the Owners by way of reimbursement of all costs and consultants' fee reasonably and necessarily incurred in approving any plans submitted for approval by the Manager where such submission of plans and approval thereto are required under the provisions of this Deed;
- (gg) To request for submission of plans and drawings if and when the Manager considers necessary upon receiving any application for consent by any Owners under any provision of this Deed and for such purpose to charge the Owners by way of reimbursement of all costs and consultant's fees reasonably and necessarily incurred in granting any such consent. For the avoidance of doubt, such consent must not be unreasonably withheld and the Manager (other than the reimbursement as aforesaid) must not charge any fee other than a reasonable administrative fee for issuing such consent and such fee must be credited to the Special Fund;
- (hh) Subject to the prior approval of the Owners' Committee or the Owners' Corporation if formed, the Manager may operate or contract for the operation of the shuttle bus services for the use and benefit of the Owners and residents for the time being of the Lot and the Estate and during such times and at such intervals and to such destinations as the Manager may agree with the Owners' Committee and the Owners' Corporation if formed and to charge the users of the shuttle bus services

such fares as the Manager may agree with the Owners' Committee and the Owners' Corporation if formed and to terminate and/or suspend such shuttle bus services at any time or times as the Manager may agree with the Owners' Committee and the Owners' Corporation if formed;

- (ii) Upon default of the Owner or Owners in repairing and/or maintaining and/or replacing the plumbing and drainage facilities and/or any other services and facilities or any part or parts thereof the repair and/or maintenance and/or replacement of which is such Owner's or Owners' responsibility under this Deed, may but shall not be bound to enter with or without workmen at all reasonable times on written notice (except in case of emergency) into all parts of the Estate including any Flat for the purpose of inspecting replacing or repairing the plumbing and drainage facilities and any other services and facilities at the expenses of the Owner or Owners concerned any part or parts of the plumbing and drainage facilities and any other services and facilities which shall leak;
- (jj) To enter with or without workmen or equipment on reasonable written notice (except in case of emergency) into and upon any Unit or the flat roofs or roofs forming part or parts of a Unit and to lay, maintain, alter, remove or repair any drainage and other pipes or any other services and facilities thereon for the common use and benefit of the Owners and for the purpose of such repair to erect thereon scaffolding platform and other equipment (if so required) temporarily for repairing or maintaining such plumbing and drainage facilities or other services and facilities Provided That the right to erect the scaffolding platform and other equipment at the relevant Unit as aforesaid shall be subject to the consent of the Owner of such relevant Unit (which consent shall not be unreasonably withheld) and as little disturbance as possible shall be caused and provided further that the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents And Provided Further That the exercise of this right shall not interfere with the Owners' right to hold, use occupy and enjoy their Units nor impede access to their Units;
- (kk) To post the address of the Unit of any Owner in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Estate after prior written notice to the defaulting Owner if the defaulting Owner fails to remedy his default or breach after a reasonable period of time has been given to him to do so;
- (ll) To grant such easements, quasi-easements, rights, privileges and licences as it shall be necessary to ensure the efficient management of the Lot and the Estate and the exercise of this right shall be subject to the approval of the Owners at an Owners' Meeting convened under this Deed and shall not contravene the provisions of the Government Grant and the Deed of Mutual Grant and shall not interfere with the other Owners' right to hold, use occupy and enjoy their Units nor impede access to their Units, and any payment received shall be credited to the Special Fund;
- (mm) Subject to the agreement of other relevant parties under the Deed of Mutual Grant, to vary the rights, rights of way or easements or quasi-easements under the Deed of Mutual Grant PROVIDED THAT the exercise of this right shall be subject to the approval of the Owners at an Owners' Meeting convened under this Deed and shall not contravene the provisions of the Government Grant and the Deed of Mutual Grant and shall not interfere with the other Owners' right to hold, use occupy and

enjoy their Units nor impede access to their Units and any payment received shall be credited to the Special Fund;

- (nn) 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;
- (oo) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers in accordance with this Deed on such terms as the Manager shall in its absolute discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (pp) To deal with all enquiries, complaints, reports and correspondence relating to the Lot and the Estate as a whole;
- (qq) Subject to the provisions of the Government Grant and the prior approval of the Owners' Committee or the Owners' Corporation (if any) to grant franchises, leases, tenancy agreements and licences to other persons to use such parts of the Common Areas and Facilities which are not prescribed for the sole use and enjoyment by the residents of the Estate and/or their bona fide visitors under the Government Grant and on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion think fit or consider appropriate PROVIDED THAT all income arising therefrom shall form part of the Management Funds and be dealt with in accordance with the provisions of this Deed and PROVIDED FURTHER THAT the Manager's exercise of the said right to grant such franchises, leases, tenancy agreements and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy his Unit nor impede any Owner's right of access to his Unit;
- (rr) To remove any dogs, cats or other animals or fowls from the Lot and the Estate if the same are brought into the Lot and the Estate and has been the cause of reasonable complaint (in the sole discretion of the Manager) by the different Owners or occupiers of at least two Flats;
- (ss) 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;
- (tt) From time to time with the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation if any, to make, revoke or amend the Estate Rules (including but not limited to Estate Rules to require the Owners and occupiers of the Estate to dispose of their rubbish properly for waste separation and recycling purposes) as it shall deem appropriate which shall not be inconsistent with this Deed, the Building Management Ordinance (Cap. 344), or the provisions of the Government Grant;
- (uu) Subject as otherwise provided in this Deed to give or withhold its written consent or approval (which shall not be unreasonably withheld) to anything which requires its written consent or approval pursuant to this Deed or the Estate Rules and to impose reasonable conditions or additional conditions including payment of reasonable administrative fees relative thereto and where any consent or approval is required from the Manager by an Owner, any such administrative fees for the granting of such consent or approval shall be held by the Manager for the benefit of the Owners and paid into the Special Fund;

- (vv) To control, manage and maintain the management offices, lavatory for watchmen and management staff and the guard room (which form part of the Estate Common Areas) and not to use the management offices and the guard room for purposes other than purposes permitted under the Building Plans;
- (ww) 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;
- (xx) Subject to the prior approval of the Owners' Committee and subject to the provision herein or in the Building Management Ordinance (Cap.344), to do all things as are necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Lot and the Estate for the better enjoyment or use of the Lot and the Estate by its Owners occupiers and their licensees;
- (yy) Subject to the prior approval of the Owners' Committee, to impose charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities including Club House and their ancillary facilities in the Common Areas and Facilities, to remove or evict any person thereon who fails to comply with or is in breach of any Estate Rules relating to such facilities and to exclude any person who has been in persistent breach of such Estate Rules from the use of such facilities for such period as the Manager shall in its discretion deem appropriate;
- (zz) To make payment to the Government on demand of the cost incurred by the Government in connecting the drains and sewers from the Lot to the Government storm water drains and sewers which are required to be connected pursuant to the Government Grant;
- (aaa) Subject to having obtained the relevant Government authority's approval (if required) and having given prior consent (which consent shall not be unreasonably withheld) by the Owners affected by the relevant works (except in case of emergency), to erect or place temporarily on the external wall, terrace (if any), roof, flat roof, utility platform, upper roof and/or balcony scaffolding and/or other equipment necessary for proper repair and maintenance of the plumbing facilities, the external walls and windows of the Estate at reasonable times Provided That the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents and ensure that the least disturbance is caused And Provided Further That the exercise of this right shall not interfere with the Owners' right to hold, use occupy and enjoy their Units nor impede access to their Units;
- (bbb) To repair and maintain the drains and channels and drainage system whether within or outside the Lot serving the Estate which is required to be maintained pursuant to the Government Grant and/or the Deed of Mutual Grant;
- (ccc) To make payment required to be made by the Owners as a whole under the Deed of Mutual Grant including without limitation any costs or payment required to be made by the Owners as a whole under Clauses 9(b), 12, 13(b) and 14 of the Deed of Mutual Grant;
- (ddd) To handle any matters arising out of the use of the Common Road, the Common System, the Connecting Sub-System and the Piping Route and the Underground Drainage Facilities therein (if required and necessary) under and pursuant to the

Deed of Mutual Grant and to take all necessary action to enforce, or otherwise to deal with matters arising from, the Deed of Mutual Grant;

- (eee) 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;
- (fff) 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;
- (ggg) To manage, maintain and control the Car Park Common Areas and Facilities including but not restricted to the lifts, landings and manoeuvring and circulation areas in accordance with the Government Grant and to remove any vehicles parked in any area not reserved for parking or any vehicles parked in any Parking Spaces and the Loading/Unloading Bays without the consent of the Owner or lawful occupier of such Parking Spaces and the Loading/Unloading Bays and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such Parking Spaces and the Loading/Unloading Bays;
- (hhh) At the request of the Owners' Corporation, to transfer to the Owners' Corporation the management of the Lot and the Estate free of costs or consideration and to assign the Undivided Shares relating to the Common Areas and Facilities to the Owners' Corporation, without costs or consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares shall be held by the Owners' Corporation as trustee for all the Owners;
- (iii) To manage, maintain, control and regulate the use of the Loading/Unloading Bays, the Visitors' Car Parking Spaces and to charge users thereof such fees as the Manager shall determine Provided That all fees should be paid to the Management Funds;
- (jjj) In the event of the covenants specified in Clause 42 of the Third Schedule hereto being in breach by the Owners of the Non-enclosed Areas, the Manager, without prejudice to the right of the other co-owners, shall have the right to demand the defaulting Owners to rectify the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as he may in his absolute discretion consider necessary to secure compliance with the aforesaid covenants. The defaulting Owners shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose;
- (kkk) To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas as it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Estate. The Manager shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Estate;
- (III) To organize any activities as it may consider appropriate on a regular basis to promote the environmental awareness of the Owners and occupiers of the Estate

and to encourage them to participate in such activities with a view to improving the environmental conditions of the Estate;

- (mmm) To make Estate Rules to protect the environment of the Estate and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection;
- (nnn) To maintain regularly on a recurrent basis the Works and Installations;
- (ooo) To comply with the terms and conditions of the Government Grant and the Deed of Mutual Grant;
- (ppp) 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;
- (qqq) To make any payment in respect of the Purple Area pursuant to and in accordance with Special Condition No.(5) of the Government Grant and in respect of the utilities and sewages described in Special Condition No. (6) of the Government Grant;
- (rrr) To take possession of, to manage and to maintain the Yellow Area in accordance with Special Condition (8) of the Government Grant as if they form parts of the Estate Common Areas and Facilities and to the satisfaction of the Director of Lands until the Yellow Area has been re-delivered to the Government in accordance with Special Condition No.(9) of the Government Grant, and to re-deliver the Yellow Area to the Government upon written demand made by the Government in accordance with Special Condition No.(9) of the Government Grant;
- (sss) To landscape the Lot and the Estate (including the Greenery Areas) and maintain and keep the landscaped works in accordance with Special Condition No.(18) of the Government Grant;
- (ttt) To maintain, repair and replace (if so required) the electric vehicle chargers and associated equipment (if any) provided for the Visitors' Car Parking Spaces;
- (uuu) To maintain the planters forming part of the Common Areas and Facilities;
- (vvv) To implement the Fire Safety Management Plan including (without limitation) :-
  - (i) to assist the Owners in carrying out annual maintenance of the fire services installations of the relevant Flat and submit the maintenance certificate in the prescribed form to the Fire Services Department;
  - (ii) to conduct regular inspection on an annual basis of the Flats with open kitchen design to ensure that there is no alteration or removal of the multi-sensors smoke detectors with sounder base provided within the living/dining area of the Flat, the sprinkler head provided at the ceiling immediately above the open kitchen of the Flat, the smoke detectors at the common lobby outside the Flat and the full height wall 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 exit door of his Flat;
  - (iii) to provide staff training including the course of actions to be carried out by security officer/security guard; and
  - (iv) to carry out fire drill annually.



- (www) Upon reasonable notice (except in an emergency), to access into those Flats consisting flat roof(s) and/or roof(s) (with or without the Manager's agents, workmen and staff and with or without other appliances, equipment and materials) for operating the gondola system for cleaning, maintaining and/or repairing the Common Areas and Facilities, provided always that the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents and ensure that the least disturbance is caused And Provided Further That the exercise of this right shall not interfere with the Owners' right to hold, use occupy and enjoy their Flats nor impede access to their Flats;
- (xxx) 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;
- (yyy) 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;
- (zzz) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if any) (but without prejudice to the rights of the Manager), 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 the Deed of Mutual Grant and PROVIDED FURTHER THAT any income therefrom shall be credited to the Management Funds And Provided Further That the exercise of this right shall not interfere with the Owners' right to hold, use occupy and enjoy their Units nor impede access to their Units;
- (aaaa) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if any) (but without prejudice to the rights of the Manager), to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes and other installations, fittings, chambers and other equipment and structures within the Lot and the Estate which the Manager shall reasonably deem appropriate PROVIDED THAT such grant of easements and rights shall not contravene the terms and conditions contained in the Government Grant and the Deed of Mutual Grant and PROVIDED FURTHER THAT any income therefrom shall be credited to the Management Funds And Provided Further That the exercise of this right shall not interfere with the Owners' right to hold, use occupy and enjoy their Units nor impede access to their Units;
- (bbbb) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if any), to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion consider appropriate PROVIDED THAT such grant of easements, quasi-easements, rights, privileges and licences

shall not contravene the terms and conditions contained in the Government Grant and the Deed of Mutual Grant and PROVIDED FURTHER THAT any income therefrom shall be credited to the Management Funds And Provided Further That the exercise of this right shall not interfere with the Owners' right to hold, use occupy and enjoy their Units nor impede access to their Units;

(cccc) To manage, maintain, control and regulate the use of the charging points and/or controllers (if any) for electric cars and/or hybrid cars and to charge users thereof such fees as the Manager shall determine provided all fees shall be paid to the Management Funds; and

(dddd) To do all such other things as are reasonably incidental to the management of the Lot and the Estate.

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

39. Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have the power :-
- (a) To charge the Owners for the use of fresh or flushing water supplied (in case there is no water supply to the Units) otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager provided such charges shall form part of the Management Funds;
  - (b) To forbid any Owner who defaults in payment of any amounts due from him under the provisions of this Deed or otherwise fails to observe or perform any of the terms and conditions herein contained and his tenants and licensees the use of the Club House until such default is rectified;
  - (c) To charge a prescribed fee for entry into and/or use of the Club House or any part thereof of such amount as the Manager shall in its reasonable discretion deem fit Provided That all such prescribed fees collected shall form part of the Management Funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities;
  - (d) Subject to the terms of the Government Grant, to charge a prescribed fee for entry into and/or use of any part of the Residential Common Areas and Facilities or Estate Common Areas and Facilities set aside for parking or loading and unloading of vehicles, whether temporary or otherwise, of such amount as the Manager shall in its reasonable discretion deem fit Provided That all such prescribed fees collected shall form part of the Management Funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities or Estate Common Areas and Facilities, as the case may be.
40. The Manager shall have power to enter with or without workmen on prior reasonable written notice (except in the case of emergency) into all parts of the Lot and the Estate including any Unit for the purpose of carrying out necessary repairs to any part or parts of the Lot and the Estate and the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners Provided That the Manager shall cause as little disturbance as possible and forthwith at its own costs and expenses make good any damage caused thereby and be responsible for

negligent, wilful or criminal acts of the Manager, its employees, servants, workmen, contractors and agents in the course of exercising the aforesaid rights.

41. The Common Areas and Facilities shall be under the exclusive control of the Manager who may make rules or regulations or impose conditions regulating the use and management thereof subject to the provisions of the Government Grant, the Building Management Ordinance (Cap.344) and this Deed Provided That the exercise of this right shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict the access to and from such Unit owned by him.
42. The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among the Owners on any business relating to the management of the Estate. All acts and decisions of the Manager reasonably arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding on all the Owners for the time being.
43.
  - (a) The Manager shall have power from time to time with the approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation (if any) to make, revoke and amend Estate Rules regulating the use, occupation, maintenance and environmental control of the Lot, the Estate, the Common Areas and Facilities, the Yellow Area, the Purple Area, the Common Roads, the Common System, the Connecting Sub-System and the Piping Route and the Underground Drainage Facilities therein or any part or parts thereof and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such Estate Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the Estate Rules from time to time in force shall be posted on the public notice boards of the Estate and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges Provided That all such payments shall be credited to the Management Funds.
  - (b) Such Estate Rules shall not in any way conflict with any provision in this Deed, the Building Management Ordinance (Cap.344), the Government Grant or the Deed of Mutual Grant. For the avoidance of doubt, in case of inconsistency between such Estate Rules and the provisions in this Deed, the Building Management Ordinance (Cap.344), the Government Grant or the Deed of Mutual Grant, the provisions in this Deed, the Building Management Ordinance (Cap.344), the Government Grant and the Deed of Mutual 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' Corporation (if formed) to make revoke and amend rules regulating and restricting the use of the Club House including the fixing of the payment for use of any part of the Club House provided that all such payments to the Manager shall form part of the Management Funds.
  - (d) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such Estate Rules or non-observance of such Estate Rules by any third party.
  - (e) The Owner(s) of those Flats consisting of flat roof(s) and/or roof(s) shall grant to the Manager (and its agents, workmen and staff) the right to access into such Flats (with or without other appliances, equipment and materials) and the right to operate

the gondola system at reasonable time for cleaning, maintaining and/or repairing the Common Areas and Facilities and such Owners shall allow the gondola system (with or without other appliances, equipment and materials) to rest on the flat roof(s) and/or roof(s) of such Flats during such periods as the Manager may reasonably consider necessary and such Owners shall not do or suffer to be done on such flat roof(s) and/or roof(s) anything which may cause obstruction to the resting of the gondola system (with or without other appliances, equipment and materials) on such flat roof(s) and/or roof(s) provided always that the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents and ensure that the least disturbance is caused And Provided Further That the exercise of this right shall not interfere with the Owners' right to hold, use occupy and enjoy their Flats nor impede access to their Flats.

44. Without prejudice to the Manager's duties under this Deed, the Manager may appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations under this Deed Provided That the Manager shall not transfer or assign its duties, rights or obligations under this Deed to any such third parties and such third parties shall remain responsible to the Manager. The Manager shall at all times be responsible for the management and control of the whole Estate (including any part thereof) in accordance with the provisions of this Deed and no provision in this Deed will operate to take away or reduce that responsibility.
45. Subject to the provisions in Schedule 7 to the Building Management Ordinance (Cap.344), the procurement of supplies, goods or services by the Manager or the Owners' Committee that involves amounts in excess of or likely to be in excess of \$200,000 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an amount which is or is likely to be more than 20% of the annual budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in a Code of Practice referred to in section 20A of the Building Management Ordinance (Cap.344) will apply to the Manager or the Owners' Committee with any appropriate variations.

## SECTION IV

### EXCLUSIONS AND INDEMNITIES

46. The Manager, its employees, servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or negligence. Nothing in this Deed shall be construed to exclude the liability of the Manager to the Owners for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, servants, agents or contractors and no Owner shall be required to indemnify the Manager or its employees, servants, agents or contractors from and against any action or claim arising out of any act or omission. Without in any way limiting the generality of the foregoing, the Manager, its employees, servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of :-
- (a) any defect in or failure or breakdown of any of the Common Areas and Facilities, or
  - (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Lot and the Estate, or
  - (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Lot and the Estate, or
  - (d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
  - (e) theft, burglary or robbery within the Lot and the Estate;

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

47. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers for the time being against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any Unit of which he has the exclusive use or any person using such Unit with his consent express or implied or by, or through, or in any way owing to the overflow of water or spread of fire therefrom and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Lot and the Estate or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by this Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by this Deed or for which the Manager has elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

## SECTION V

### OWNERS' COMMITTEE

48. (a) Not later than 9 months after the date of this Deed, the Manager shall convene a meeting of the Owners to establish an Owners' Committee and to elect a chairman thereof in accordance with the provisions in Clause 62 of this Deed.
- (b) The Owners' Committee shall consist of 9 members of which
- 8 members shall be elected by the Owners of the Flats;
  - 1 member shall be elected by the Owners of the Parking Spaces,
- or such other number of members as the Owners may decide from time to time by resolution at a meeting of the Owners.
49. The Owners' Committee shall meet at such times as occasion shall require and in any event not less than once in every period of 3 months and the functions of the Owners' Committee shall be limited to the following :-
- (a) the representing of the Owners in all dealings with the Manager;
  - (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
  - (c) the reviewing of the draft annual Management Budget, annual Management Budget and revised Management Budget prepared by the Manager;
  - (d) the approval of the Estate Rules made from time to time by the Manager and any amendment or revocation thereof;
  - (e) the liaising with the Manager in respect of all matters concerning the management of the Lot and the Estate;
  - (f) to convene meetings of all the Owners;
  - (g) to act as the Manager during such period as no Manager is appointed;
  - (h) the appointment of accountants for audit of the annual accounts prepared by the Manager; and
  - (i) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed.
50. The following persons shall be eligible for membership of the Owners' Committee :-
- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Manager and may be revoked and another appointment made at any time on notice in writing being given to the Manager.
  - (b) Any adult family member of close connection with the Owner duly authorised by the Owner which authorization shall be in writing addressed to the Manager and may be revoked and another appointment made at any time on notice in writing being given to the Manager. For the purpose of this sub-clause, "family member of close connection with the Owner" shall mean any one of the grand-parents, parents, spouse, children, grand-children or siblings of the Owner. The Owner is obliged to provide satisfactory documentary proof to the Manager to show his relationship with such family member upon request.

- (c) If at any annual general meeting at which an appointment or election of a member should take place, the office of the retiring member is not filled, or if in any year no annual general meeting is held, the member shall continue in office until the next annual general meeting.
51. A member of the Owners' Committee shall retire from office at every alternate annual general meeting following his appointment or election but shall be eligible for re-appointment or re-election but subject to this he shall hold office until :-
- (a) He resigns by notice in writing to the Owners' Committee; or
  - (b) In the case of an elected member he ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or
  - (c) He becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
  - (d) He becomes incapacitated by physical or mental illness or death; or
  - (e) In the case of an elected member he is removed from office by the Owners whom he represents by ordinary resolution of a duly convened meeting of such Owners; or
  - (f) He resides abroad; or
  - (g) Where the member of the Owners' Committee is eligible for membership of the Owners' Committee by virtue of Clause 50(a) of this Deed, such member as the Owner himself or the corporate Owner (as the case may be) ceases to be an Owner of Undivided Shares or, where the member of the Owners' Committee is eligible for membership of the Owners' Committee by virtue of Clause 50(b) of this Deed, the relevant Owner ceases to be an Owner of Undivided Shares.

In any of the events provided for in sub-clauses (a), (c), (d), (f) or (g) above, the Manager may convene a meeting of the Owners who have elected the member concerned to fill the casual vacancy thereby created.

52. A meeting of the Owners' Committee may be convened at any time at the requisition of the chairman or any 2 members of the Owners' Committee.
53. (a) Notice of a meeting of the Owners' Committee shall be given in writing by the person or persons convening the meeting upon each member of the Owners' Committee at least 7 days before the date of the meeting specifying the time, date and place of the meeting and the resolutions (if any) to be proposed at the meeting.
- (b) Service of the notice of meeting of the Owners' Committee referred to in sub-clause (a) above may be given :-
- (i) by delivering it personally to the member of the Owners' Committee; or
  - (ii) by sending it by post to the member of the Owners' Committee at his last known address; or
  - (iii) by leaving the notice at the member's Flat of the Estate or depositing the notice in his letter box for that Flat.
54. The quorum at a meeting of the Owners' Committee shall be at 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater. No business shall be transacted at any meeting by the Owners' Committee unless a quorum is present when the meeting proceeds to business. If within

half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Owners' Committee, shall be dissolved.

55. A meeting of the Owners' Committee shall be presided over by (a) the chairman or (b) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.
56. (a) The Owners' Committee shall have full power from time to time to make and compile rules and regulations governing :-
- (i) the convening, conduct and procedure of meetings of the Owners' Committee and any sub-committees thereof;
  - (ii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
  - (iii) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;
  - (iv) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat;

Provided That no such rules or regulations shall be contrary to or inconsistent with the provisions of this Deed or the Building Management Ordinance (Cap.344).

- (b) The Manager shall appoint a representative to represent the Manager in all its business and dealings with the Owners' Committee and such representative shall act as a secretary to the Owners' Committee who shall have the right to attend all meetings of the Owners' Committee but not to vote thereat and who shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.
57. The following provisions shall apply in all meetings of the Owners' Committee:-
- (a) Subject to sub-clause (b) below, all resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed;
  - (b) At a meeting of the Owners' Committee, each member present at the meeting shall have one vote on a question before the Owners' Committee and if there is an equality of votes, the chairman shall have, in addition to a deliberative vote, a casting vote.
58. The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or negligence by or on the part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee and the members thereof from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid which does not involve criminal liability or dishonesty or negligence on the part of any or all of



the members of the Owners' Committee and all costs and expenses in connection therewith.

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

## SECTION VI

### MEETING OF OWNERS

62. From time to time as occasion may require there shall be meetings of the Owners to discuss and decide on matters concerning the Lot and the Estate and in regard to such meetings the following provisions shall apply :-
- (a) The Manager shall call the first meeting of the Owners as soon as possible but, in any event, not later than 9 months after the date of this Deed (and to call further and subsequent meetings if required), which meeting shall appoint a chairman and other members of the Owners' Committee or shall appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance (Cap.344).
  - (b)
    - (i) A meeting of Owners may be convened by :-
      - (1) the Manager;
      - (2) the Owners' Committee; or
      - (3) an Owner appointed to convene such a meeting by those Owners who in the aggregate have vested in them for the time being not less than 5% of the total number of Undivided Shares.
    - (ii) One such meeting to be known as the annual general meeting shall be convened by the Manager or the Owners' Committee and shall be held once in each calendar year not later than fifteen (15) months following the first meeting of the Owners for the purpose of electing the chairman and other members of the Owner's Committee and transacting any other business of which due notice is given in the notice convening such meeting.
  - (c) The procedure at a meeting of Owners shall be as is determined by the Owners.
  - (d)
    - (i) The person convening the meeting of Owners shall, at least fourteen (14) days before the date of the meeting, give notice of meeting to each Owner, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting.
    - (ii) The notice of meeting referred to in sub-clause (d)(i) above may be given:-
      - (1) by delivering it personally to the Owner;
      - (2) by sending it by post to the Owner at his last known address; or
      - (3) by leaving it at the Owner's Flat or depositing it in the letter box for that Flat.
  - (e) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and 10% of the Owners shall be a quorum. For the purposes of this sub-clause (e), the reference above to "10% of the Owners" shall :-
    - (i) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Lot and the Estate is divided; and
    - (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.

- (f) A meeting of the Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under sub-paragraphs (1) or (3) of sub-clause (b)(i) above, the person convening the meeting.
- (g) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (h)
  - (i) Every Owner shall have one vote for each Undivided Share vested in him and may cast a vote personally or by proxy. Where two or more persons are the co-owners of an Undivided Share such Owners shall jointly have one vote for each such Undivided Share and the vote in respect of that Undivided Share may be cast :-
    - (1) by a proxy jointly appointed by the co-owners;
    - (2) by a person appointed by the co-owners from amongst themselves;  
or
    - (3) if no appointment has been made under sub-paragraphs (1) or (2) of this sub-clause (h)(i), then either by one of the co-owners personally or by a proxy appointed by one of the co-owners; and
  - (ii) In the case of any meeting where two or more persons are the co-owners of an Undivided Share and more than one of the co-owners seek to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid.
  - (iii) In case of any equality of votes, the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (i) Votes may be given either personally or by proxy and in regard to the removal of the chairman of the meeting, votes shall be cast by means of a secret ballot supervised by the Manager.
- (j) The instrument appointing a proxy shall be in writing and in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Cap.344) and shall be signed by the Owner or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf;
- (k) The appointment of a proxy shall have no effect unless the instrument appointing the proxy is lodged with the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (b)(i)(1) above or sub-clause (b)(i)(3) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- (l) Any resolution on any matter concerning the Lot and the Estate passed by a simple majority of votes at a duly convened meeting of the Owners present in person or by proxy and voting shall be binding on all the Owners of the Lot and the Estate Provided as follows :-

- (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
  - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
  - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.
  - (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers and duties of the Manager conferred on the Manager under the Building Management Ordinance (Cap.344) or this Deed.
  - (v) A resolution may be passed to dismiss the Manager by giving to the Manager not less than 3 months' notice in writing but no such resolution shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities).
- (m) Without prejudice to anything herein contained, no resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) namely :-
- (i) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Government Grant or in the event of the Government taking any action by way of earlier re-entry thereunder in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease term upon such terms and conditions as the Government shall offer, whether and in what manner to pay any premium, rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the Government Grant as aforesaid.
  - (ii) A resolution to rebuild or redevelop the Estate or any part or parts thereof otherwise than in accordance with Clause 66.
- (n) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (o) For the purpose of this Clause, unless otherwise expressly stated, any reference to "Owner" or "Owners" shall exclude the Owner of the Common Areas and Facilities and any reference to "Undivided Share" or "Undivided Shares" shall exclude the Undivided Shares allocated to the Common Areas and Facilities.
63. The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights or liability to pay fees, nor shall such Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.

64. Where any Undivided Share has been assigned or charged by way of mortgage or charge and subject to the provisions of such mortgage or charge, the voting rights conferred on an Owner by the provisions of this Deed shall be exercisable only by the mortgagor or chargor except that, where a registered mortgagee or chargee is in possession of such Undivided Share or has foreclosed, the said voting rights shall be exercisable by the said registered mortgagee or chargee.

## SECTION VII

### EXTINGUISHMENT OF RIGHTS

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

- (2) by sending it by post to the Owner at his last known address; or
  - (3) by leaving it at the Owner's Flat or depositing it in the letter box for that Flat.
- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares allocated to the damaged part(s) of the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
- (c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week at the same place, 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 of the damaged part(s) of the Estate shall have one vote for each Undivided Share allocated to the damaged part(s) of Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) vested in him and in the case of two or more Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and the vote in respect of that Undivided Share may be cast :-
  - (i) by a proxy jointly appointed by such Owners;
  - (ii) by a person appointed by the co-owners from amongst themselves; or
  - (iii) if no appointment has been made under sub-subparagraph (i) or (ii), then either by one of the co-owners personally or by a proxy appointed by one of the co-owners; and, in the case of any meeting where more than one of the co-owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, in person or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid.
- (g) In case of equality of votes the chairman shall have, in addition to a deliberate vote, a casting vote;
- (h) Votes may be given either personally or by proxy;
- (i) The instrument appointing a proxy shall be in writing and in the form set out in Form 1 in Schedule 1A of the Building Management Ordinance (Cap. 344), and shall be signed by the Owner or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (j) The appointment of a proxy shall have no effect unless the instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened by person other than the Owners' Committee, the person

convening the meeting at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

- (k) A resolution passed at a duly convened meeting by in accordance with Clause 65 of this Deed shall be binding on all the Owners of the damaged part(s) of Estate PROVIDED as follows :-
  - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
  - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
  - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed.
- (l) The accidental omission to give notice as aforesaid to any Owner of the damaged part(s) of Estate shall not invalidate the meeting or any resolution passed thereat.



## SECTION VIII

### MISCELLANEOUS PROVISIONS

67. Each Owner shall on ceasing to be the Owner of any Undivided Share notify the Manager of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner.
68. No person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.
69. There shall be public notice boards at prominent place in the Estate as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the Estate Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for 7 consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
70. Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Each Owner who is not occupying or using his Unit shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such Unit is deemed to be his address for service.
71. Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards or as otherwise required under this Deed or the Building Management Ordinance (Cap.344), all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Flat or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at or delivered to the registered office of the Manager.
72. (a) The First Owner shall at its own cost and expense provide a direct translation in Chinese of this Deed and shall deposit a copy of this Deed and the Chinese translation thereof in the management office of the Estate within one month from the date of this Deed for inspection by all Owners free of costs and any Owner shall be entitled to a copy thereof or its Chinese translation or both upon payment of a reasonable charge to cover the cost of copying the same. All charges received shall be credited to the Special Fund. In the event of any dispute as to

the effect or construction of this Deed and its the Chinese translation, the English version of this Deed shall prevail.

- (b) The First Owner shall at its own cost deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) (English and Chinese versions) in the management office of the Estate for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- 73. The First Owner shall prepare or cause to be prepared a set of plans showing the Common Areas. The accuracy of such plans shall be certified by or on behalf of an Authorised Person. Such plans shall be kept at the management office of the Manager at the Estate and may be inspected by the Owners free of costs and charges during normal office hours of the Manager.
- 74. Where any Undivided Share has been assigned or charged by way of mortgage, the voting rights conferred on the Owner of such Undivided Share by the provision of this Deed shall subject to the provisions of the mortgage, be exercisable only by the mortgagor unless the mortgagee is in possession of such Undivided Share and has duly served written notice of such fact on the Manager PROVIDED THAT once the mortgagee has taken possession of such Undivided Shares he shall become fully liable for the payment of all the management fee, expenses and contributions payable in respect of the relevant part of the Estate under this Deed including any arrears thereof.
- 75. The covenants and provisions of this Deed shall be binding on the parties hereto and all Owners and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Land and the Estate and to the Units and to the Undivided Share or Shares held therewith.
- 76. Notwithstanding anything contained in this Deed, nothing herein shall conflict with or be in breach of the conditions of the Government Grant and the Deed of Mutual Grant and nothing herein contained shall prejudice the application or operation of or shall contradict or overrule the Building Management Ordinance (Cap.344) and the Schedules thereto and any amendment or amendments thereto or any substitutions thereof and to the extent that any provisions contained herein shall be in conflict with or overrule the Building Management Ordinance (Cap.344) and the Schedules thereto and any amendment or amendments thereto or any substitutions thereof, the Building Management Ordinance (Cap.344) and the Schedules thereto shall prevail. If any Owners' Corporation is formed, the Owners' Corporation shall be vested with all the rights, powers, duties and obligations for the control, management and administration of the Lot and the Estate conferred by this Deed on the Manager and subject to any provisions herein in extension or modification thereof. At any time after the formation and during the existence of the Owners' Corporation, the meeting of Owners convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation, and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.
- 77. (a) The First Owner shall upon execution of this Deed assign the Undivided Shares relating to the Common Areas and Facilities to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant, the Deed of Mutual Grant and this Deed.  
(b) Undivided Shares in the Common Areas and Facilities shall upon such assignment to the Manager be held by the Manager as trustee for all the Owners for the time being and in the event the Manager shall resign or be wound up or have a receiving

order made against it or is removed and another manager be appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver must assign such Undivided Shares in the Common Areas and Facilities to the new manager free of costs or consideration which shall hold as such trustee as aforesaid PROVIDED THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities and entitlements of the Manager contained in this Deed PROVIDED FURTHER THAT when the Owners' Corporation has been formed, it may require the Manager to assign the Undivided Shares in the Common Areas and Facilities and transfer the management responsibilities to it free of costs or consideration, in which event the Manager or the liquidator or the receiver must assign such Undivided Shares in the Common Areas and Facilities to the Owners' Corporation free of costs or consideration which shall hold them on trust for the benefit of all the Owners for the time being.

78. The Owners (including the First Owner) and the Manager hereby covenant with one another to observe, perform and comply with the terms and conditions of the Government Grant and the Deed of Mutual Grant so long as they remain (in the case of the Owners) as Owners and (in the case of the Manager) as the Manager.
79. The First Owner shall at its own costs prepare and compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations setting out the following details :
- (a) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
  - (b) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
  - (c) Recommended maintenance strategy and procedures;
  - (d) A list of items of the Works and Installations requiring routine maintenance;
  - (e) Recommended frequency of routine maintenance inspection;
  - (f) Checklist and typical inspection record sheets for routine maintenance inspection; and
  - (g) Recommended maintenance cycle of the Works and Installations.

The First Owner shall deposit a full copy of such maintenance manual in the management office of the Estate within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Fund. For the avoidance of doubt, all costs incidental to the preparation of the schedule and maintenance manual for the Works and Installations will be borne by the First Owner. 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.

80. The Works and Installations in the Fifth Schedule to this Deed and the maintenance manual for the Works and Installations may be revised by the Manager in such manner and at such intervals as may be necessary including but not limited to the addition or the

deletion of works and installations in the Estate and the updating of maintenance strategies in step with changing requirements.

81. The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the Works and Installations in the Fifth Schedule to this Deed and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
82. All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations will be paid out of the Special Fund.
83. The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office of the Estate within one month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
84. Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities (if any) and contracts for the provision of broadcast distribution network or telecommunications network services (if any) to be entered into by the Manager shall be subject to the following conditions :
  - (a) the term of the contract will not exceed 3 years;
  - (b) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and
  - (c) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.
85. The Greenery Areas shall not be used for any other purpose without the prior consent of the Building Authority.
86. No grave or columbarium shall be erected or made on the Lot and the Estate, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.
87. (a) The Owners shall at their own expense observe and comply with the Fire Safety Management Plan. Without prejudice to the generality of but in addition to the foregoing, each Owner shall observe and comply with the following provisions:
  - (i) not to alter, remove or obstruct the multi-sensors smoke detectors with sounder base provided within the living/dining area of his Flat, the sprinkler head provided at the ceiling immediately above the open kitchen of his Flat and the smoke detectors at the common lobby outside his Flat 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 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 exit door of his Flat 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 Flat in good order and working condition; and
    - (iv) to let, lease, license or otherwise part with the possession of his Flat 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 and the Fire Safety Management Plan relating to and/or applicable to his Flat.
  - (b) The Manager shall on behalf of the Owners carry out and implement the plans relating to maintenance, inspection and check, staff training, fire action and fire prevention as set out in the Fire Safety Management Plan. Without limiting the generality of the foregoing, the Manager is hereby given full authority by the Owners to engage or employ registered fire service installation contractors for the annual inspection and check, testing, keeping and maintaining in good substantial repair and condition, and carrying out any necessary works in respect of the fire services installations (including but not limited to fire detectors within the Flats and the common corridors, fire alarm system and the sprinkler system) as specified in and in accordance with the Fire Safety Management Plan and submit the maintenance certificate to the Fire Services Department.
  - (c) The Manager and the registered fire service installation contractors engaged by the Manager shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Flat to carry out check, inspection, testing or maintenance of the fire services installations therein (at the cost of the Owner of that Flat) or verify observance and compliance of provisions referred to in sub-clause (a) above PROVIDED THAT the Manager shall be liable for and shall at its own costs and expenses repair and make good any damage so caused and for its liability for the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the relevant Flat and reinstate the same causing least disturbance as is reasonably practicable and PROVIDED FURTHER THAT the exercise of this right shall not interfere with the Owners' right to hold, use occupy and enjoy their Flats nor impede access to their Flats.
  - (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 the Owners and the Manager free of charge.
  - (e) The Manager shall ensure the latest version of the Fire Safety Management Plan will be kept at the management office of the Estate for inspection by the Owners free of charge or taking copies by the Owners at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
88. (a) For the avoidance of doubt, each Owner of the Car Parking Space shall at his own cost and expense be responsible for the maintenance, inspection, security, repair, replacement and renewal of the Non-Common EV Facilities exclusively serving and forming part of his Car Parking Space and the ownership of all such facilities shall belong to him. Each Owner of the Car Parking Space shall indemnify the Owners or occupiers of other Units for his failure to observe and comply with the provisions of this Clause.

- (b) Without prejudice to the generality of sub-clause (a) above, if any Owner of Car Parking Space shall fail to repair or maintain the Non-Common EV Facilities exclusively serving and forming part of his Car Parking Space in accordance with sub-clause (a) above and it has caused damage or, in the reasonable opinion of the Manager, danger to the other part of the Estate or the Owners or occupiers of the other Units, the Manager shall have the right and power, but not be obliged, to carry out such repairs or maintenance works to the relevant Non-Common EV Facilities and make good all damage (if any) caused by the Owner's failure to repair or maintain as the Manager shall in absolute discretion see fit and all the costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant Car Parking Space on a full indemnity basis as a debt.
  - (c) The appearance and standards (including but not limited to the design, specification and use of materials) of all replacing Non-Common EV Facilities installed by an Owner of Car Parking Space shall be consistent and compatible with the appearance and standards of the original Non-Common EV Facilities installed for his Car Parking Space or such other appearance or standards as approved by the Manager Provided That no repairing, maintenance and replacement work shall be commenced unless with the Manager's prior approval and to be carried out by contractors approved by the Manager.
89. In addition to the covenants, provisions and restrictions contained in the THIRD SCHEDULE to this Deed, the Owner or Owners of the Parking Spaces shall be bound by and shall observe the following covenants, provisions and restrictions:-
- (a) Each Owner of the Parking Spaces shall maintain his Parking Space in good repair and condition in such a manner so as to avoid any loss, damage, nuisance or annoyance to any other Owners or their occupiers;
  - (b) No part of the Car Park Common Areas shall be obstructed or incumbered nor shall any refuse, matter or other things be placed thereon nor shall any part of the Car Park Common Areas be used for any purposes except as provided under the Government Grant and under this Deed, and no Owner shall do or permit or suffer to be done anything in the Car Park Common Areas as may be or become a nuisance or cause annoyance to any other Owners or their occupiers;
  - (c) No part of the Purple Area and the Common Road shall be obstructed or incumbered nor shall any refuse, matter or other things be placed thereon nor shall any part thereof be used for any purposes except as provided under the Government Grant, the Deed of Mutual Grant and under this Deed, and no Owner shall do or permit or suffer to be done anything in the Purple Area and the Common Road as may be or become a nuisance or cause annoyance to any other Owners or their occupiers or the owners and occupiers of the Adjacent Lot;
  - (d) Not to use or permit or suffer to be used any Parking Spaces for the storage, display or exhibition of motor vehicles or motor cycles for sale or otherwise or for the provision of car cleaning and beauty services;
  - (e) Not to permit or allow any motor vehicle or motor cycle parked in the Parking Space of which he is the Owner to deteriorate to a condition detrimental to the environmental appearance of the Estate; and

- (f) Each Parking Space shall only be used for parking of one motor vehicle or one motor cycle (as the case may be).
90. The Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the enforcement of the provisions in Clause 88 above and the proper management and maintenance of the Car Park Common Areas and Facilities or any part thereof including but not limited to the following:-
- (a) To manage and control the parking of motor vehicles or motor cycles (as the case may be) in the Parking Spaces, the Visitors' Car Parking Spaces and to remove any motor vehicles or motor cycles parked in any area not reserved for parking or parked in any parking space without the permission of the Manager or (as the case may be) the Owner or occupier of such space;
  - (b) To impound and/or remove any motor vehicle or motor cycle parked anywhere on or in the Common Areas not so designated for parking or which shall cause an obstruction or which is contrary to the provisions of this Deed or any Estate Rules or the owner and/or the driver of such motor vehicle or motor cycle has defaulted in paying parking fees; and any damage caused to such motor vehicles or motor cycles during or as a consequence of such impoundment or removal shall be the sole responsibility of the owners and/or the drivers of such motor vehicles or motor cycles thereof; and
  - (c) To impose charges for any such impoundment or removal and recover such penalties on default in payment of parking fees and to exercise a lien on the motor vehicle or motor cycle concerned for such charges, penalties and parking fees Provided That all such charges, penalties and parking fees shall be paid to the Management Funds.

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

THE FIRST SCHEDULE ABOVE REFERRED TO  
ALLOCATION OF UNDIVIDED SHARES

**(A) Flats**

**(1) Tower 1**

<b>Description of Flats</b>	<b>No. of Flat(s)</b>	<b>Undivided Shares per Flat</b>	<b>Total No. of Undivided Shares</b>
Flat A on 1/F with BAL and UP	1	35	35
Flat B on 1/F with BAL	1	25	25
Flat C on 1/F with BAL and UP	1	34	34
Flat D on 1/F with Flat Roof	1	22	22
Flat E on 1/F with Flat Roof	1	22	22
Flat F on 1/F with BAL	1	25	25
Flat G on 1/F with BAL	1	23	23
Flat H on 1/F with UP and Flat Roof	1	32	32
Flat J on 1/F with Flat Roof	1	17	17
Flat K on 1/F with Flat Roof	1	17	17
Flat M on 1/F with Flat Roof	1	23	23
Flat A on 2/F to 27/F with BAL and UP	22	35	770
Flat B on 2/F to 27/F with BAL	22	25	550
Flat C on 2/F to 27/F with BAL and UP	22	34	748
Flat D on 2/F to 27/F with BAL	22	23	506
Flat E on 2/F to 27/F with BAL	22	24	528
Flat F on 2/F to 27/F with BAL	22	25	550
Flat G on 2/F to 27/F with BAL	22	23	506
Flat H on 2/F to 27/F with BAL and UP	22	33	726
Flat J on 2/F to 27/F with BAL	22	18	396
Flat K on 2/F to 27/F with BAL	22	18	396
Flat M on 2/F to 27/F with BAL and UP	22	26	572
Flat A on 28/F with BAL, UP and Roof	1	37	37
Flat B on 28/F with BAL and Roof	1	27	27
Flat C on 28/F with BAL, UP and Roof	1	36	36
Flat D on 28/F with BAL and Roof	1	24	24
Flat E on 28/F with BAL and Roof	1	25	25
Flat F on 28/F with BAL and Roof	1	26	26
Flat G on 28/F with BAL and Roof	1	24	24
Flat H on 28/F with BAL, UP and Roof	1	35	35
Flat J on 28/F with BAL and Roof	1	19	19
Flat K on 28/F with BAL and Roof	1	19	19
Flat M on 28/F with BAL, UP and Roof	1	27	27



**(2) Tower 2**

<b>Description of Flats</b>	<b>No. of Flat(s)</b>	<b>Undivided Shares per Flat</b>	<b>Total No. of Undivided Shares</b>
Flat A on 1/F with BAL and UP	1	35	35
Flat B on 1/F with BAL	1	25	25
Flat C on 1/F with BAL and UP	1	34	34
Flat D on 1/F with Flat Roof	1	22	22
Flat E on 1/F with Flat Roof	1	22	22
Flat F on 1/F with BAL	1	25	25
Flat G on 1/F with BAL	1	23	23
Flat H on 1/F with Flat Roof	1	30	30
Flat J on 1/F with Flat Roof	1	24	24
Flat K on 1/F with Flat Roof	1	32	32
Flat A on 2/F to 27/F with BAL and UP	22	35	770
Flat B on 2/F to 27/F with BAL	22	25	550
Flat C on 2/F to 27/F with BAL and UP	22	34	748
Flat D on 2/F to 27/F with BAL	22	23	506
Flat E on 2/F to 27/F with BAL	22	24	528
Flat F on 2/F to 27/F with BAL	22	25	550
Flat G on 2/F to 27/F with BAL	22	23	506
Flat H on 2/F to 27/F with BAL and UP	22	34	748
Flat J on 2/F to 27/F with BAL	22	26	572
Flat K on 2/F to 27/F with BAL and UP	22	35	770
Flat A on 28/F with BAL, UP and Roof	1	37	37
Flat B on 28/F with BAL and Roof	1	27	27
Flat C on 28/F with BAL, UP and Roof	1	36	36
Flat D on 28/F with BAL and Roof	1	24	24
Flat E on 28/F with BAL and Roof	1	25	25
Flat F on 28/F with BAL	1	25	25
Flat G on 28/F with BAL	1	23	23
Flat H on 28/F with BAL, UP and Roof	1	36	36
Flat J on 28/F with BAL and Roof	1	28	28
Flat K on 28/F with BAL, UP and Roof	1	37	37
<b>Total:</b>	<b>504</b>	<b>Sub-total:</b>	<b>13,640</b>

<b>(B) Parking Spaces</b>	<b>No. of Parking Space(s)</b>	<b>Undivided Shares per Parking Space</b>	<b>Total No. of Undivided Shares</b>
(1) Car Parking Spaces Nos. R1 - R58 on	52	6	312

Ground Floor

(2)	Motor Cycle Parking Spaces Nos. M1 - M7 on Ground Floor	6	1	6
	<b>Total:</b>	58	<b>Sub-total:</b>	318

**Total No. of  
Undivided Shares**

**(C) Common Areas and Facilities**

Estate Common Areas and Facilities, Residential Common Areas and Facilities and Car Park Common Areas and Facilities	---	---	1,042
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**Total = (A) + (B) + (C):** 15,000

Notes

- (1) BAL = Balcony
- (2) UP = Utility platform
- (3) In the numbering of floors, 4/F, 13/F, 14/F and 24/F are omitted in Towers 1 and 2. In the descriptions of the Flats, Flat "I" is omitted.
- (4) In the numbering of Car Parking Spaces, Nos. R4, R14, R24, R34, R44 and R54 are omitted.
- (5) In the numbering of Motor Cycle Parking Spaces, No. M4 is omitted.

## THE SECOND SCHEDULE ABOVE REFERRED TO

(Benefits and burdens held with Undivided Shares)

### PART A : EASEMENTS HELD WITH EACH UNIT

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

Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use such of the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit;
  - (b) Right of way over Common Areas and right of escape to and through Common Areas
    - (i) The right of way over Common Areas of any kind or description for the purposes of obtaining access to and from the Owner's Unit for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right), where such access cannot practically be obtained other than through such part of the Common Areas; and
    - (ii) The right of escape to and through Common Areas of any kind or description in the event of fire or emergency for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees;
  - (c) Right of support and shelter

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

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

The right for any Owner with or without workmen plant equipment and materials to enter upon other parts of the Lot and the Estate for the purpose of carrying out any works for the maintenance and repair of his Unit (such work

not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) Provided That prior consent (except in case of emergency) should be obtained from the Manager (with respect to accessing the Common Areas) and from the Owner of the other Units (with respect to accessing the other Units) causing as little disturbance as possible and forthwith making good any damage caused thereby; and

(f) Right to easements etc.

All other easements, rights and privileges belonging or appertaining to the Lot and the Estate or part thereof, including but not limited to those granted under the Deed of Mutual Grant.

2. In addition to the above easements, rights and privileges, the Owner of each Flat 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 Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Residential Common Areas and Facilities (as appropriate) for the purposes for which they are designed Provided That in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services of the Estate and Provided Further That the Owner of each Flat shall pay the prescribed fees (if any) for the use of the Club House.
3. In addition to the above easements, rights and privileges, the Owner of each Parking Space 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 Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Car Park Common Areas and Facilities (as appropriate) for the purpose for which they are designed Provided That in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services of the Estate and the Owner of each Flat 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 Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Car Park Common Areas and Facilities (as appropriate) for the purpose of access to and from the Residential Common Areas and Facilities and the Estate Common Areas and Facilities Provided That in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services of the Estate.

4. In addition to the above easements, rights and privileges, the users of the Visitors' Car Parking Spaces and the Bicycle Parking Spaces shall have the full right and liberty subject to payment of the prescribed fees (if any) (but subject always to the provisions of the Government Grant, this Deed, the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the users of the said spaces (in common with all persons having the like right) to go pass or repass over and along and to use the Car Park Common Areas and Facilities (as appropriate) for the proper use and enjoyment thereof and for the purpose of access to and from the Visitors' Car Parking Spaces and the Bicycle Parking Spaces Provided That in exercising such right of use no person shall unreasonably interfere with the general facilities, amenities, equipment or services of the Estate.
5. For the avoidance of doubt, the Owners shall have no right to enter upon any part of the Lot or the Estate other than their own Units save as expressly herein provided.

#### PART B : EASEMENTS TO WHICH EACH UNIT IS SUBJECT

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

(a) Government's right under Government Grant

The full rights and privileges of the Government specifically excepted and reserved in the Government Grant;

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

The full right and privilege of the Manager to enter with or without workmen on prior reasonable notice (except in the case of emergency) into his Unit for the purpose of carrying out of necessary repairs to any part or parts of the Lot and the Estate and the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners Provided That the Manager shall cause as little disturbance as possible and forthwith at its own costs and expenses make good any damage caused thereby and be responsible for negligent, wilful or criminal acts of the Manager, its employees, servants, workmen, contractors and agents in the course of exercising the aforesaid rights.

(c) Other Rights

- (i) 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.
- (ii) Easements, rights and privileges enjoyed by the other parties to the Deed of Mutual Grant as set forth therein.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. No Owner shall make any structural alteration to any part of the Estate owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Lot or the Estate by other Owners.
2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant and the Deed of Mutual Grant or whereby any insurance on the Lot or the Estate or any part thereof may become void or voidable or whereby the premiums for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
3. Subject to the rights reserved to the First Owner under this Deed, no Owner shall do or permit or suffer to be done by his lessees, tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect any works relating to any part of the Lot or the Estate which have not yet been sold or assigned by the First Owner by virtue of such reserved rights at any time in the course of carrying out such works and/or the management and the maintenance of the Lot and the Estate.
4. No Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the other Owners and occupiers for the time being of the Lot and the Estate and/or any neighbouring Unit.
5. No Owner shall use or permit or suffer his Unit to be used except in accordance with the Government Grant, the Deed of Mutual Grant, this Deed and any Ordinances and Regulations from time to time applicable thereto.
6. Subject to the rights of the First Owner under this Deed, no part of the Common Areas and Facilities shall be obstructed save with the licence of the Manager (who shall not grant the licence should the obstruction be in contravention of any ordinances or regulations of Hong Kong or of this Deed) nor shall any refuse or other matter or thing be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or occupiers of any other part of the Lot and the Estate Provided That the placing of air-conditioning units on the air-conditioner platforms adjoining each Flat or such other areas designated for that purpose shall not be a breach of this Clause notwithstanding that all these air-conditioner platforms or such other areas designated for that purpose are part of the Residential Common Areas.
7. Subject to the rights of the First Owner or the Manager under this Deed, no Owner shall cut, maim, alter, affix, interfere with, damage or in any other way affect or permit or suffer to be cut, maimed, altered, affixed, interfered with, damaged or in any other way affected any part of the Common Areas and Facilities.
8. No clothing or laundry shall be hung on any flat roofs or roofs or outside the Estate or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities.

9. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Lot and the Estate may be clogged or efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected and to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision.
10. No air-conditioning or other units shall without the prior written consent of the Manager be installed through any window or external wall of the Residential Development other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot or the Estate. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Unit in good repair and condition.
11. No Owner shall use or cause or permit his Flat to be used for industrial or godown purposes or for the purpose of pawn shop, mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai" or any similar ceremony or as a boarding house, guest house or for any noisy or offensive trade or business.
12. No Owner shall make or cause or permit any disturbing noise in his Unit or do or cause or permit or suffer anything to be done which will unreasonably interfere with the rights, comfort, and convenience of other occupants of the Estate.
13. No Owner of a Flat 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 Flat shall affix or install his own private aerial outside any part of the Estate.
14. Subject to the rights of the First Owner, no external placards, posters, signs, signboards, notices, advertisements, flags, banners, poles, cages, shades or other projections or structures whatsoever extending outside the exterior of the Residential Development shall be erected, installed or otherwise affixed to or exhibited on or projected from the Residential Development or any part thereof save as otherwise provided in this Deed or except with the prior written approval of the Manager and the competent Government authority or authorities (if required).
15. Subject to the right of the First Owner to design the first external appearance of the Estate upon construction thereof, no Owner shall, save as otherwise provided in this Deed, paint the outside of the Residential Development or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Residential Development without the prior consent in writing of the Manager and in particular, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing either of a permanent or temporary nature shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in or about or on or at any part of the external wall or flat roofs or roofs or upper roofs of the Residential Development or any Flat and the main door of a Flat and doors of roofs or flat roofs forming part of any Flat shall not be painted, altered or replaced unless the side(s) of such door(s) visible outside the Flat is/are of similar design, colour and material as the original ones designed by the First Owner.

16. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from his Flat any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
17. No Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Estate PROVIDED THAT (i) live poultry, birds or animals may be kept in a Flat as pets unless the same has been the cause of reasonable complaint by the different Owners or occupiers of at least two Flats and (ii) trained guide dogs on leash for the blind may be brought into any part of the Estate whilst guiding any person with disability in vision.
18. No owner shall cause and/or allow the children to cause any damage to or discolouration to decorations in the Common Areas and Facilities. Any such damage or discolouration to decorations in the Common Areas and Facilities shall be paid by the Owner or occupier of the Flat in which the child or children concerned reside.
19. Not to use water closets and other water apparatus in the Estate for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for or made good by the Owner or occupier at his own expense in whose Unit it shall have been caused.
20. Not to allow bicycles, baby carriages or similar vehicles in the lifts unless the greatest care against damage to the lifts is exercised and the same shall not be allowed to obstruct any Common Areas and Facilities and not to use the lifts of the Residential Development for carrying and transporting any goods or articles whatsoever which in the opinion of the Manager adversely affect the normal functioning of the lifts.
21. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or energy that might produce smoke except with the prior written consent of the Manager, but in any event no Owner shall install the aforesaid furnace, boiler, plant or equipment or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.
22. No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder.
23. Only using such locking device that is capable of being readily opened from the inside of his Flat without the use of a key and of a type to which the Manager has given prior written consent, no Owner of a Flat shall lock the doors or entrances of any flat roofs or roofs of his Flat having access to any part of the Common Areas and Facilities if such access forms part of the escape route in case of emergency. In case of non-compliance of this provision, the Manager shall have the power to restore the access to such condition so as to comply with the regulations of the Fire



Services Department or other relevant Government regulations at the expense of the Owner in default.

24. No Owner of Flat shall perform installation or repair works to the electrical wiring from the switch rooms forming part of the Common Areas and Facilities to any part or parts of the Estate save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of the Owner or Owners concerned and in such manner as the Manager shall in its absolute discretion think fit.
25. No Owner or its agents, licensees or contractors shall place on any part of the floors of the Estate any article, machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof (as specified on such part) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Estate or any fixtures and fittings therein Provided That the making good of such damage as aforesaid shall be without prejudice to any further right competent to the Manager exercisable by virtue of such breach.
26. No Owner shall without the prior written consent of the Manager and the competent Government authority or authorities (if required), erect or build or suffer to be erected or built on or upon the flat roofs, roofs or upper roofs forming part of a Flat any walls, windows, gates, doors, curtains, external awnings, canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said flat roofs, roofs or upper roofs will be enclosed or partitioned either in whole or in part.
27. Every Owner shall promptly pay and discharge all existing and future Government rent (unless the same forms part of the management expenses pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of his Unit and to indemnify the other Owners from and against all liability thereof.
28. Subject to the provisions of this Deed, each Owner shall keep and maintain his Unit and all wirings and pipings thereto and such of the Works and Installations which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or occupiers of any other part or parts of the Lot and the Estate. Subject as aforesaid the expenses of keeping in good and substantial repair and condition the interior of any Unit and all the fixtures and fittings and all 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. Flats 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 Flats owned by it as show flats for such period or periods as it shall in its discretion consider appropriate PROVIDED THAT, where any separate temporary structure is erected on part or parts of the Lot for the purposes of a sales office and show flats and related marketing activities to facilitate the sale of the building or buildings or any part or parts thereof erected on the Lot in accordance with the Government Grant, the scale and period of operation of such sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director of Lands and subject always to Special Condition No.(15) of the Government Grant.

31. No Owner except the Owner having the exclusive right to occupy the flat roof or roof of a Flat shall have the right to use the flat roof or roof thereof (except that the other Owners may use such flat roofs or roofs only for escape in the event of fire or emergency). The Owner of the flat roofs or roofs shall ensure that the escape to and through the flat roofs or roofs shall not be in any way impeded or obstructed if such access forms part of the escape route in case of emergency. No Owner shall without the prior written consent of the Manager and the competent Government authority or authorities (if required) erect or place or cause or permit to be erected or placed any advertising signs or other structures on the flat roof or roof of a Flat or any part thereof and the Manager shall have the right to enter to remove anything erected or placed on such flat roof or roof or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
32. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows or door or doors or entrance or entrances of any Flat 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 Flat any advertising or other sign of any description (except a small name plate outside the entrance door of such Flat giving the Owner's or occupier's name) without the prior written approval of the Manager.
34. No Owner shall store or permit to be stored in any Flat 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 Flat or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.
36. The Club House shall be for the exclusive recreational use of the Owners and residents of the Flats and their bona fide visitors and by no other person or persons and subject to the provisions of this Deed, the Estate Rules and such rules as may from time to time be laid down by the Manager.
37. Every Owner (including the First Owner) and the Manager covenant with each other that they shall observe and comply with the terms and conditions of the Government Grant and this Deed so long as they remain as an Owner or Manager of the Estate.

38. No Owner (including the First Owner) shall convert the Common Areas or any part thereof to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained or convert or designate his Unit or any part thereof to be part of the Common Areas except with the approval by a resolution of Owners at an Owners' meeting convened under this Deed and all payments received from such approval, conversion or designation shall be credited to the Special Fund. No Owner (including the First Owner) nor the Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit.
39. (a) Parking Spaces shall not be used or suffered to be used for any purposes other than those purposes permitted under the Government Grant.
- (b) Without prejudice to the generality of sub-clause (a), the Visitors' Car Parking Spaces shall not be used other than for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the Flats provided further that those of the Visitors' Car Parking Spaces provided for the parking of motor vehicles by disabled persons shall not be used other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation, and belonging to the residents of the Flats and their bona fide guests, visitors or invitees.
40. The Owners of those Flats enclosed with curtain wall structure shall be responsible for the maintenance, repair and replacement (if so required) of the openable parts and such pieces of glass panels of the curtain wall structure which form part of their respective Flats in accordance with the standards and requirements laid down by the Manager. Such Owners shall also be responsible for the cleaning of the inside surface of the non-openable parts of the curtain wall structure (including the glass panels) facing their respective Flats regardless of whether such non-openable parts form part of the Residential Common Areas.
41. The Owners of those Flats consisting of any balconies, utility platforms, flat roofs or specified parts of roofs shall be responsible for the maintenance, repair and replacement (if so required) of glass balustrades or railings (as the case may be) of the balconies, utility platforms, flat roofs or specified parts of roofs of their respective Flats. No Owner shall change or replace the glass balustrades and/or railings of the balconies, utility platforms, flat roofs or specified parts of the roofs of their respective Flats except in accordance with the standards and requirements laid down by the Manager.
42. (a) The Owners of the Non-enclosed Areas shall keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Buildings Ordinance (Cap.123) and such other ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region.
- (b) The Owners of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas to be enclosed in whole or in part above safe parapet height (other than as approved under the Building Plans), it being the

obligation of such Owner to keep and maintain the Non-enclosed Areas in the design location and layout as drawn under the Building Plans.

- (c) The balconies/utility platforms shall only be used as balconies/utility platforms in relation to or in connection with the use and enjoyment of the Flats for which they are provided. The Owners whose Flats consist of any of the balconies/utility platforms shall have control of such balconies/utility platforms, subject to other provisions of this Deed, and be responsible for the maintenance, management, repair and cleaning of such balconies/utility platforms at their own costs.
43. (a) The Owner of a Flat has the right to use the surface of the Party Wall abutting his Unit.
- (b) A Party Wall shall be repaired and maintained at the joint expense of the Owners of the Flats which the Party Wall separates.
44. Every Owner (including the First Owner) and the Manager covenant with each other that they shall observe and comply with the terms and conditions of the Deed of Mutual Grant so long as they remain as an Owner or Manager of the Estate. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Deed of Mutual Grant and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall indemnify and keep indemnified (a) other Owners and (b) the Manager. In particular and without prejudice to the generality of the foregoing :-
- (a) the Common Road, the Common System, the Connecting Sub-System and the Piping Route and the Underground Drainage Facilities therein shall be used only in accordance with and subject to the Deed of Mutual Grant; and
  - (b) Each Owner (including the First Owner) and the Manager shall observe and comply with Clauses 9(b), 12, 13(b) and 14 of the Deed of Mutual Grant and to make such payment or contribution pursuant thereto.

THE FOURTH SCHEDULE ABOVE REFERRED TO  
ALLOCATION OF MANAGEMENT UNITS

**(A) Flats**

**(1) Tower 1**

<b>Description of Flats</b>	<b>No. of Flat(s)</b>	<b>Management Units per Flat</b>	<b>Total No. of Management Units</b>
Flat A on 1/F with BAL and UP	1	35	35
Flat B on 1/F with BAL	1	25	25
Flat C on 1/F with BAL and UP	1	34	34
Flat D on 1/F with Flat Roof	1	22	22
Flat E on 1/F with Flat Roof	1	22	22
Flat F on 1/F with BAL	1	25	25
Flat G on 1/F with BAL	1	23	23
Flat H on 1/F with UP and Flat Roof	1	32	32
Flat J on 1/F with Flat Roof	1	17	17
Flat K on 1/F with Flat Roof	1	17	17
Flat M on 1/F with Flat Roof	1	23	23
Flat A on 2/F to 27/F with BAL and UP	22	35	770
Flat B on 2/F to 27/F with BAL	22	25	550
Flat C on 2/F to 27/F with BAL and UP	22	34	748
Flat D on 2/F to 27/F with BAL	22	23	506
Flat E on 2/F to 27/F with BAL	22	24	528
Flat F on 2/F to 27/F with BAL	22	25	550
Flat G on 2/F to 27/F with BAL	22	23	506
Flat H on 2/F to 27/F with BAL and UP	22	33	726
Flat J on 2/F to 27/F with BAL	22	18	396
Flat K on 2/F to 27/F with BAL	22	18	396
Flat M on 2/F to 27/F with BAL and UP	22	26	572
Flat A on 28/F with BAL, UP and Roof	1	37	37
Flat B on 28/F with BAL and Roof	1	27	27
Flat C on 28/F with BAL, UP and Roof	1	36	36
Flat D on 28/F with BAL and Roof	1	24	24
Flat E on 28/F with BAL and Roof	1	25	25
Flat F on 28/F with BAL and Roof	1	26	26
Flat G on 28/F with BAL and Roof	1	24	24
Flat H on 28/F with BAL, UP and Roof	1	35	35
Flat J on 28/F with BAL and Roof	1	19	19
Flat K on 28/F with BAL and Roof	1	19	19
Flat M on 28/F with BAL, UP and Roof	1	27	27

**(2) Tower 2**

<b>Description of Flats</b>	<b>No. of Flat(s)</b>	<b>Management Units per Flat</b>	<b>Total No. of Management Units</b>
Flat A on 1/F with BAL and UP	1	35	35
Flat B on 1/F with BAL	1	25	25
Flat C on 1/F with BAL and UP	1	34	34
Flat D on 1/F with Flat Roof	1	22	22
Flat E on 1/F with Flat Roof	1	22	22
Flat F on 1/F with BAL	1	25	25
Flat G on 1/F with BAL	1	23	23
Flat H on 1/F with Flat Roof	1	30	30
Flat J on 1/F with Flat Roof	1	24	24
Flat K on 1/F with Flat Roof	1	32	32
Flat A on 2/F to 27/F with BAL and UP	22	35	770
Flat B on 2/F to 27/F with BAL	22	25	550
Flat C on 2/F to 27/F with BAL and UP	22	34	748
Flat D on 2/F to 27/F with BAL	22	23	506
Flat E on 2/F to 27/F with BAL	22	24	528
Flat F on 2/F to 27/F with BAL	22	25	550
Flat G on 2/F to 27/F with BAL	22	23	506
Flat H on 2/F to 27/F with BAL and UP	22	34	748
Flat J on 2/F to 27/F with BAL	22	26	572
Flat K on 2/F to 27/F with BAL and UP	22	35	770
Flat A on 28/F with BAL, UP and Roof	1	37	37
Flat B on 28/F with BAL and Roof	1	27	27
Flat C on 28/F with BAL, UP and Roof	1	36	36
Flat D on 28/F with BAL and Roof	1	24	24
Flat E on 28/F with BAL and Roof	1	25	25
Flat F on 28/F with BAL	1	25	25
Flat G on 28/F with BAL	1	23	23
Flat H on 28/F with BAL, UP and Roof	1	36	36
Flat J on 28/F with BAL and Roof	1	28	28
Flat K on 28/F with BAL, UP and Roof	1	37	37
<b>Total:</b>	<b>504</b>	<b>Sub-total:</b>	<b>13,640</b>

<b>(B) Parking Spaces</b>	<b>No. of Parking Spaces</b>	<b>No. of Management Units per Parking Space</b>	<b>Total No. of Management Units</b>
(1) Car Parking Spaces Nos. R1 - R58 on	52	6	312

## Ground Floor

(2) Motor Cycle Parking Spaces Nos. M1 - M7 on Ground Floor	6	1	6
<b>Total:</b>	58	<b>Sub-total:</b>	318
<b>Total = (A) + (B) :</b>			<b><u>13,958</u></b>

### Notes

- (1) BAL = Balcony
  - (2) UP = Utility platform
  - (3) In the numbering of floors, 4/F, 13/F, 14/F and 24/F are omitted in Towers 1 and 2. In the descriptions of the Flats, Flat "I" is omitted.
  - (4) In the numbering of Car Parking Spaces, Nos. R4, R14, R24, R34, R44 and R54 are omitted.
  - (5) In the numbering of Motor Cycle Parking Spaces, No. M4 is omitted.
-

#### THE FIFTH SCHEDULE ABOVE REFERRED TO

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

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) plumbing system;
- (v) drainage system (including sewage pumping system);
- (vi) fire services installations and equipment;
- (vii) electrical wiring system;
- (viii) lift installations;
- (ix) gas supply system;
- (x) curtain wall, glass wall and window installations;
- (xi) central air-conditioning and ventilation system (if any);
- (xii) common swimming pools system;
- (xiii) landscape works (including irrigation system, vertical green, water features);
- (xiv) carparking system;
- (xv) lighting at Common Areas;
- (xvi) building maintenance unit (e.g. gondola and/or davit arm system);
- (xvii) security system;
- (xviii) telecommunication and broadcasting system;
- (xix) such part of the sewage disposal system within the Lot; and
- (xx) petrol interceptor.



Fung Lee Woon King and  
Lee King Yue

**GAINBO LIMITED and SIGNED by**

Fung Lee Woon King and  
Lee King Yue

**WAYGENT INVESTMENT LIMITED**  
and **SIGNED** by

**Wong Man Hoi**

person(s)/director(s) duly authorised by  
a resolution of its board of directors

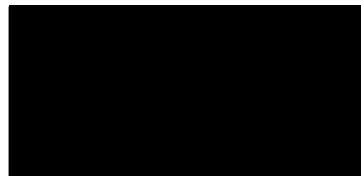
and  
**MAGIC SIGN LIMITED** and **SIGNED**  
 by \_\_\_\_\_

**Wong Man Hoi**

person(s)/director(s) duly authorised by  
a resolution of its board of directors,  
whose signature(s) is/are verified by :-

**Tang Pui Yan**  
Mayer Brown  
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 :- )



**Oh Natalie Jou Yang**  
Mayer Brown  
Solicitor, Hong Kong SAR

INTERPRETED to the First Assignee by :-

**Lam Oi Chu, Stella**  
Real Estate Executive, Section Head  
Mayer Brown  
Solicitors, Hong Kong SAR

SEALED with the Common Seal of the )  
Manager in the presence of and SIGNED )  
by **Fung Lee Woon King and** )  
**Cheng Kam Wah** )  
person(s)/director(s) duly authorised by )  
a resolution of its board of directors )  
whose signature(s) is/are verified by :- )



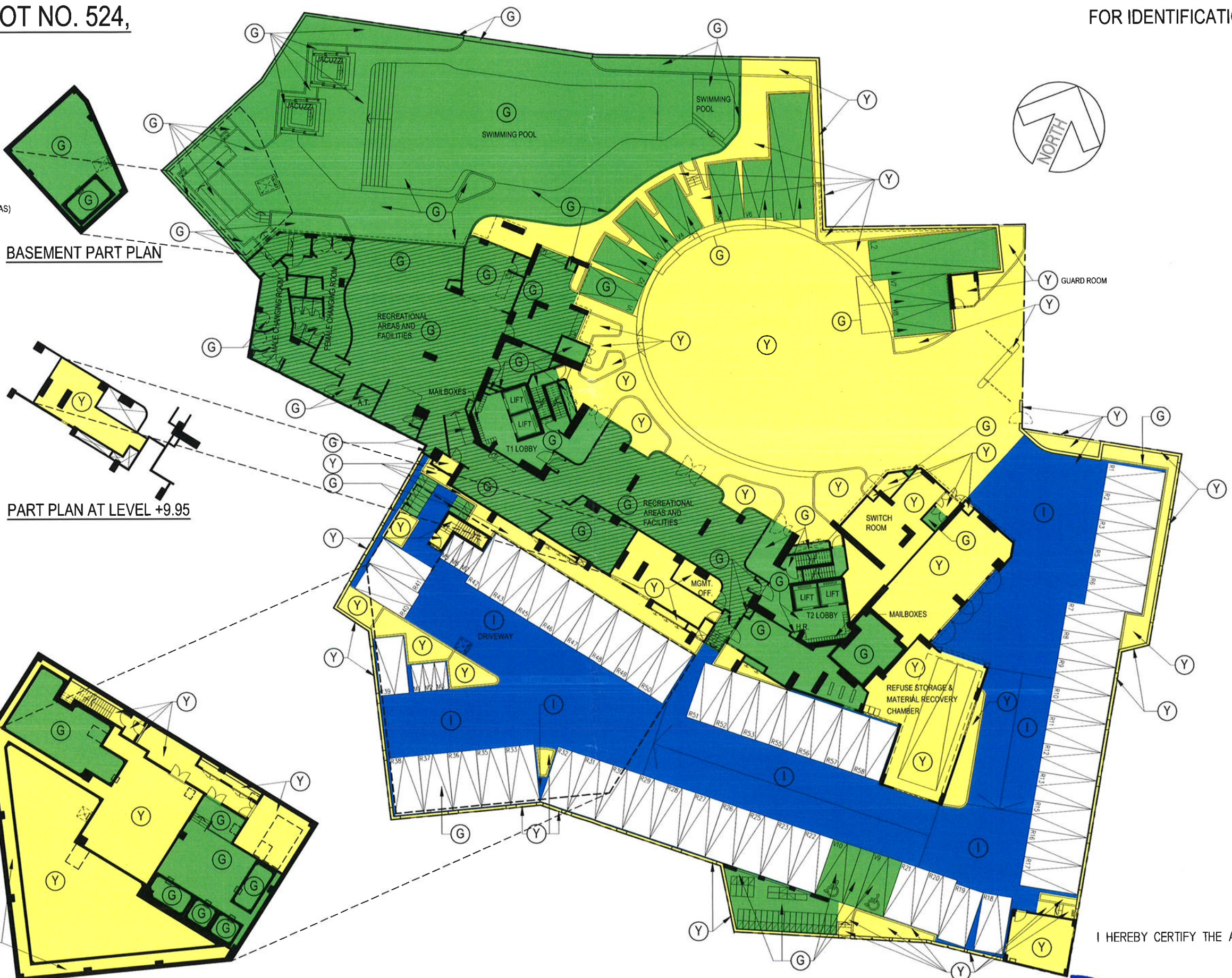
**Tang Pui Yan**  
Mayer Brown  
Solicitor, Hong Kong SAR



YUEN LONG TOWN LOT NO. 524,  
YUEN LONG, N.T.

FOR IDENTIFICATION PURPOSE ONLY  
NOT TO SCALE

- LEGEND:
- (Y) ESTATE COMMON AREAS (YELLOW)
  - (G) RESIDENTIAL COMMON AREAS (GREEN)
  - (G) RECREATIONAL AREAS AND FACILITIES (FORMING PART OF RESIDENTIAL COMMON AREAS) (GREEN HATCHED BLACK)
  - (I) CAR PARK COMMON AREAS (INDIGO)



BASEMENT PART PLAN

PART PLAN AT LEVEL +9.95

BASEMENT PART PLAN

GROUND FLOOR PLAN

(PLAN NO. DMC-01)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN





  
LEUNG WING TIM, GEORGE  
AUTHORIZED PERSON

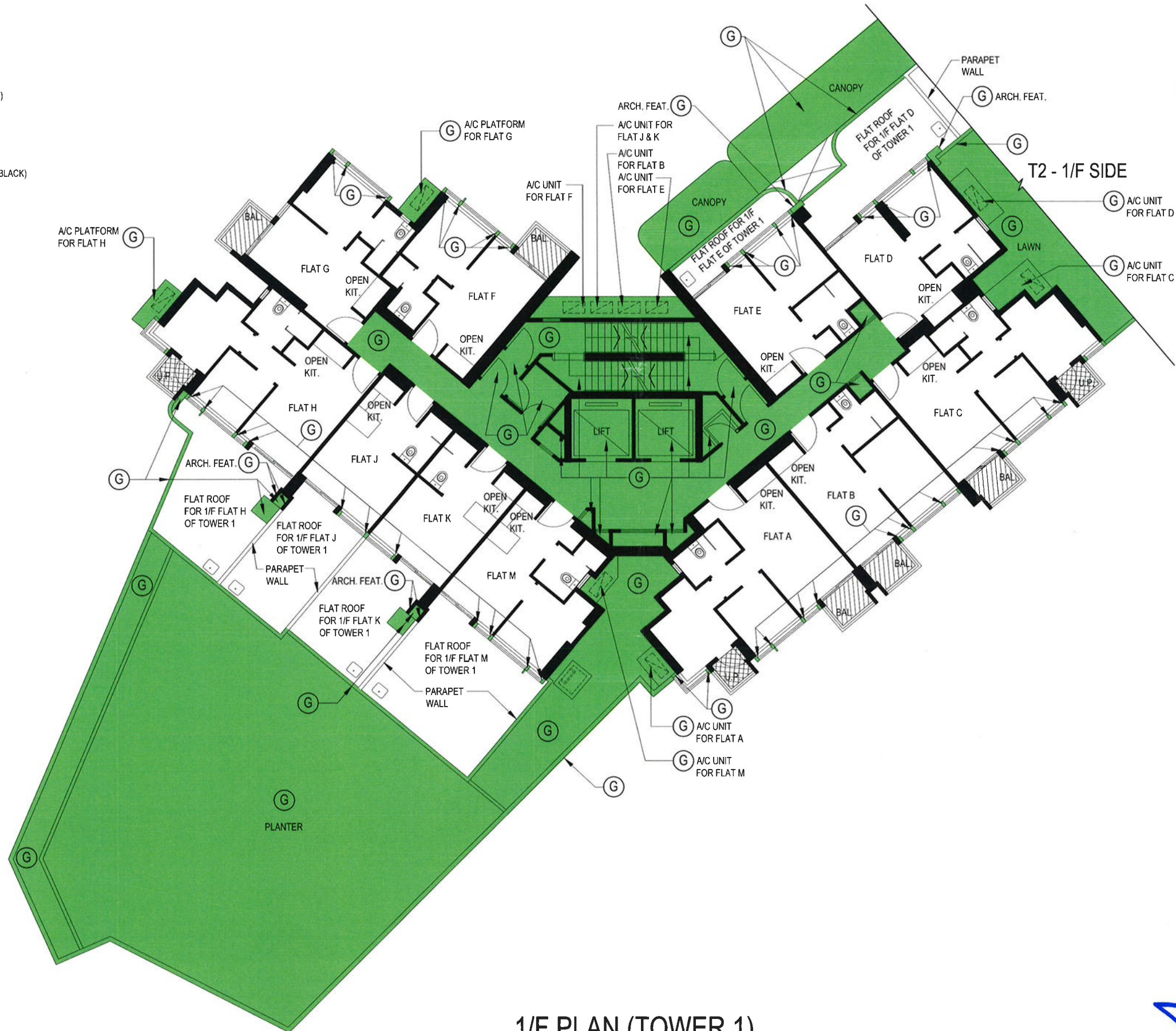


YUEN LONG TOWN LOT NO. 524,  
YUEN LONG, N.T.

FOR IDENTIFICATION PURPOSE ONLY  
NOT TO SCALE

**LEGEND :**

- |  |  |
|--|--|
|           | RESIDENTIAL COMMON AREAS (GREEN)       |
|           | BALCONY (HATCHED BLACK)                |
|           | UTILITY PLATFORM (CROSS-HATCHED BLACK) |
| A/C UNIT  | AIR CONDITIONING UNIT                  |
| ARCH. FEAT.  | ARCHITECTURAL FEATURE                  |
| BAL.   | BALCONY                                |
| OPEN KIT.  | OPEN KITCHEN                           |
| U.P.   | UTILITY PLATFORM                       |











### 1/F PLAN (TOWER 1)

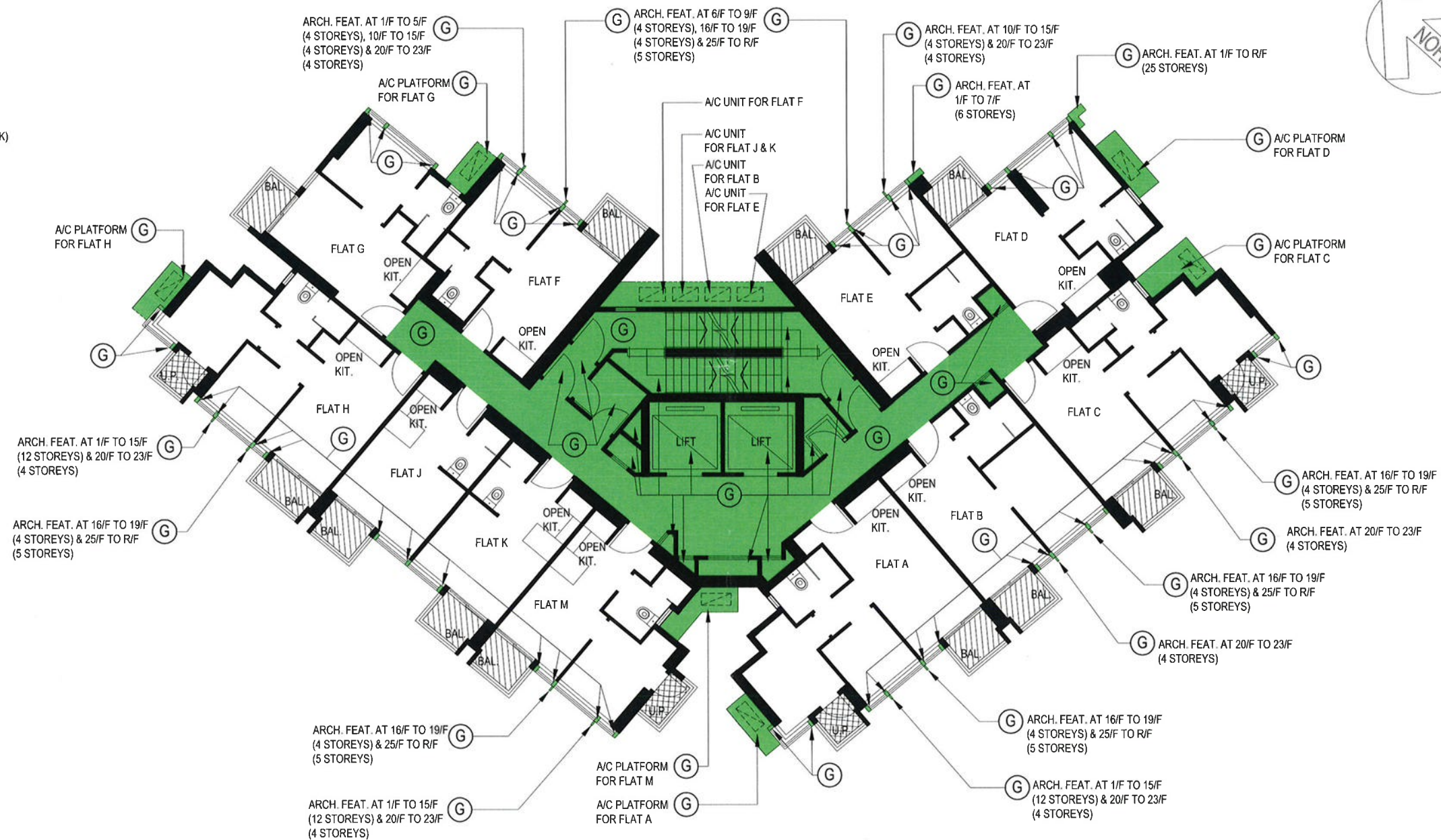
(PLAN NO. DMC-02)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

LEW WING TIM, GEORGE  
AUTHORIZED PERSON



	RESIDENTIAL COMMON AREAS (GREEN)
	BALCONY (HATCHED BLACK)
	UTILITY PLATFORM (CROSS-HATCHED BLACK)
A/C UNIT 	AIR CONDITIONING UNIT
ARCH. FEAT. 	ARCHITECTURAL FEATURE
BAL. 	BALCONY
OPEN KIT. 	OPEN KITCHEN
U.P. 	UTILITY PLATFORM



**2/F TO 28/F PLAN (TOWER 1)**  
NOTE: 4/F, 13/F, 14/F & 24/F ARE OMITTED  
(PLAN NO. DMC-03)


LEW WING TIM, GEORGE  
AUTHORIZED PERSON

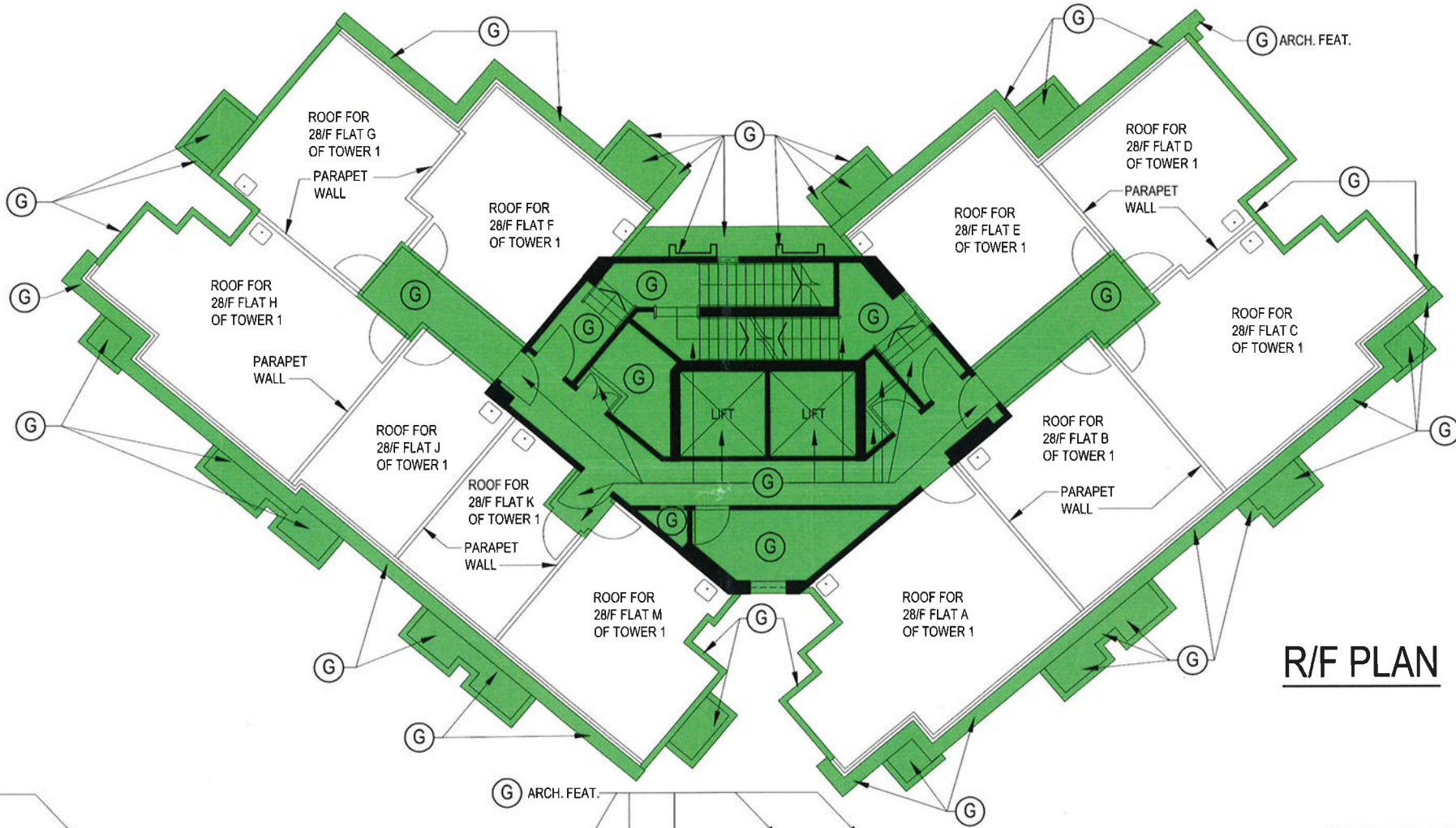


YUEN LONG TOWN LOT NO. 524,  
YUEN LONG, N.T.

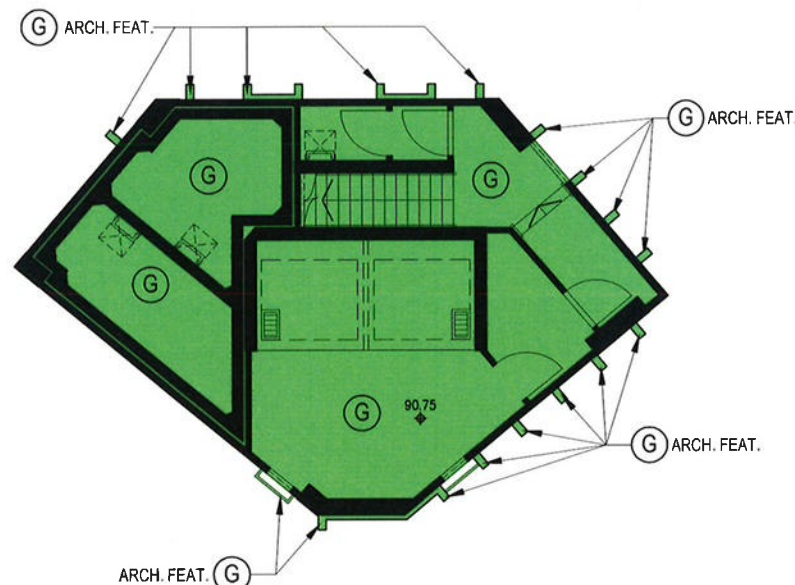
FOR IDENTIFICATION PURPOSE ONLY  
NOT TO SCALE

LEGEND:

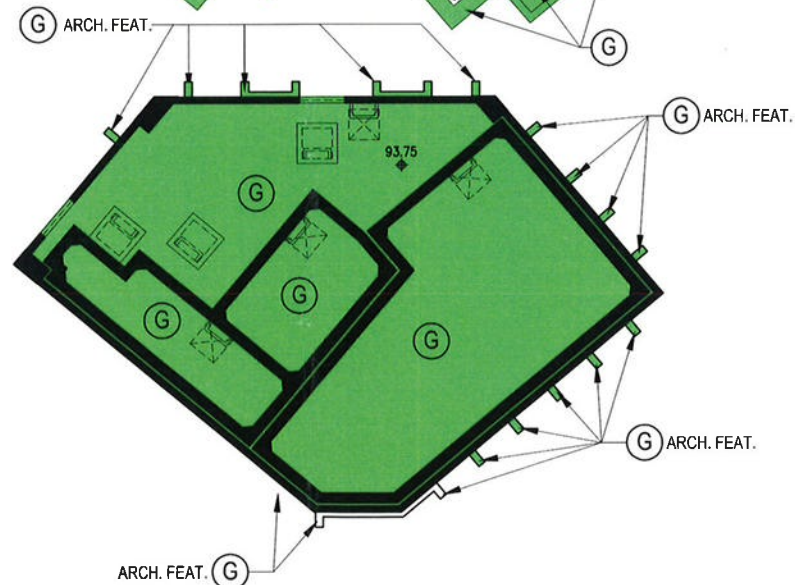
 RESIDENTIAL COMMON AREAS (GREEN)  
ARCH. FEAT. ARCHITECTURAL FEATURE



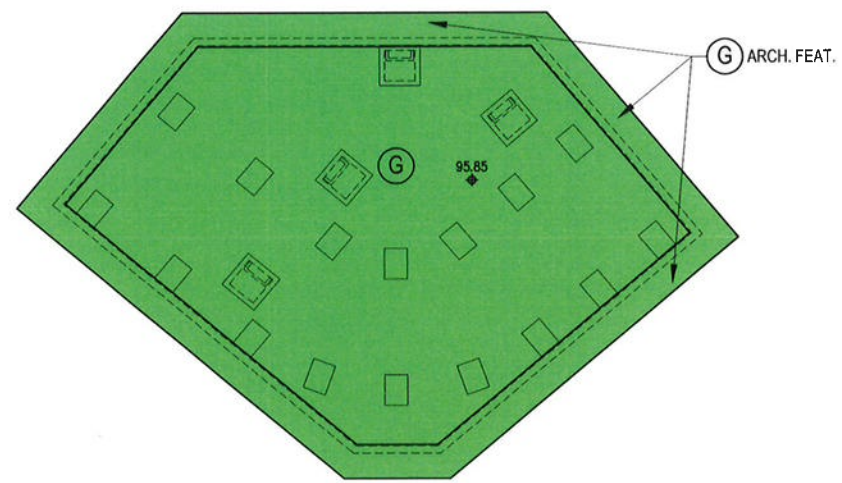
R/F PLAN



PLAN OF LIFT MACHINE ROOM



PLAN OF WATER TANK



UPPER R/F PLAN

R/F PLAN (TOWER 1)

(PLAN NO. DMC-04)



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

LEW WING TIM, GEORGE  
AUTHORIZED PERSON

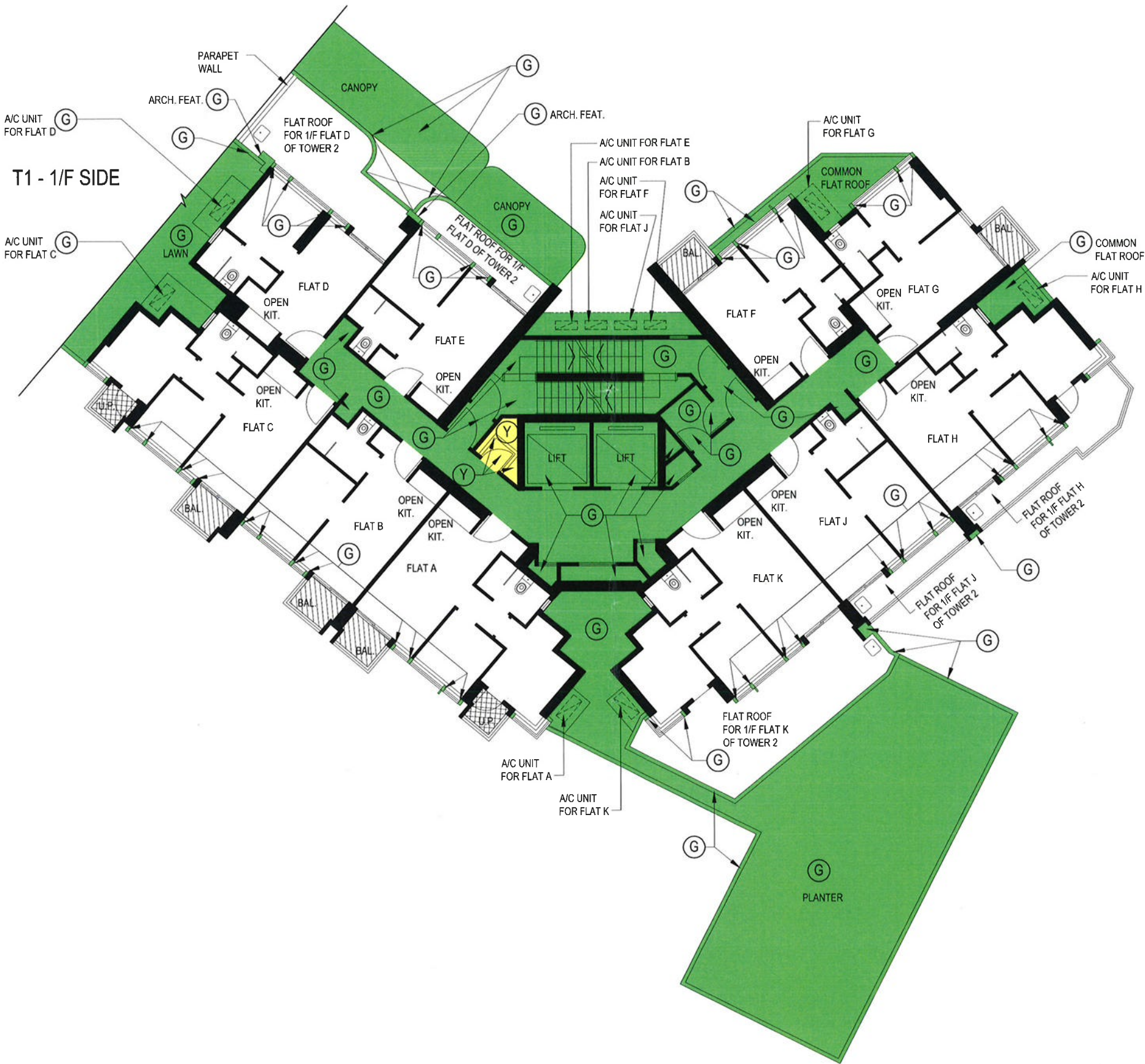


YUEN LONG TOWN LOT NO. 524,  
YUEN LONG, N.T.

FOR IDENTIFICATION PURPOSE ONLY  
NOT TO SCALE

LEGEND :

- (Y) ESTATE COMMON AREAS (YELLOW)
- (G) RESIDENTIAL COMMON AREAS (GREEN)
- BALCONY (HATCHED BLACK)
- UTILITY PLATFORM (CROSS-HATCHED BLACK)
- A/C UNIT AIR CONDITIONING UNIT
- ARCH. FEAT. ARCHITECTURAL FEATURE
- BAL. BALCONY
- OPEN KIT. OPEN KITCHEN
- U.P. UTILITY PLATFORM



1/F PLAN (TOWER 2)

(PLAN NO. DMC-05)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

LEW WING TIM, GEORGE  
AUTHORIZED PERSON

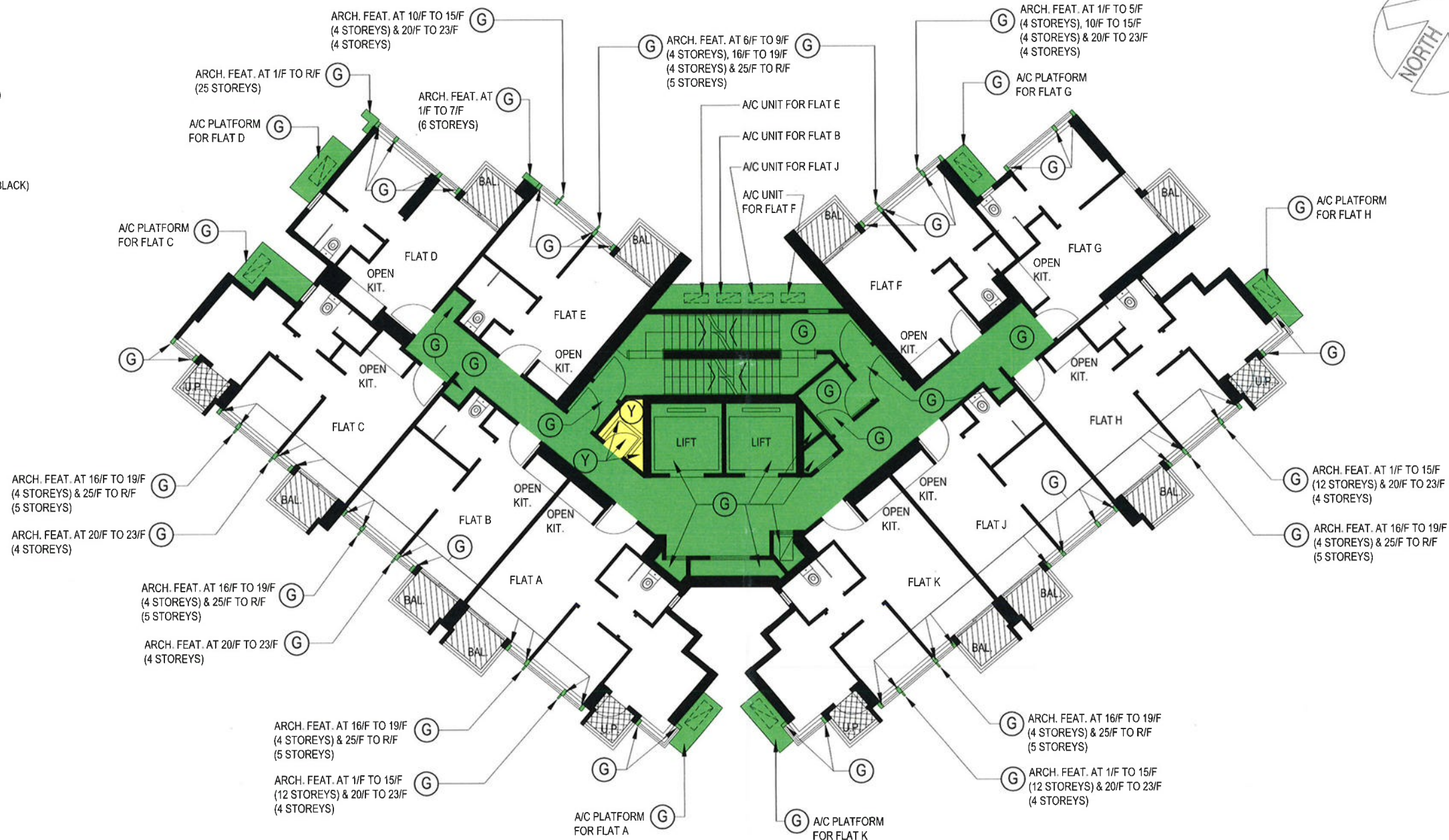


YUEN LONG TOWN LOT NO. 524,  
YUEN LONG, N.T.

FOR IDENTIFICATION PURPOSE ONLY  
NOT TO SCALE

LEGEND :

- (Y) ESTATE COMMON AREAS (YELLOW)  
(G) RESIDENTIAL COMMON AREAS (GREEN)  
BALCONY (HATCHED BLACK)  
UTILITY PLATFORM (CROSS-HATCHED BLACK)  
A/C UNIT AIR CONDITIONING UNIT  
ARCH. FEAT. ARCHITECTURAL FEATURE  
BAL. BALCONY  
OPEN KIT. OPEN KITCHEN  
U.P. UTILITY PLATFORM



2/F TO 28/F PLAN (TOWER 2)  
NOTE: 4/F, 13/F, 14/F & 24/F ARE OMITTED  
(PLAN NO. DMC-06)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

LEW WING TIM, GEORGE  
AUTHORIZED PERSON



YUEN LONG TOWN LOT NO. 524,  
YUEN LONG, N.T.

FOR IDENTIFICATION PURPOSE ONLY  
NOT TO SCALE

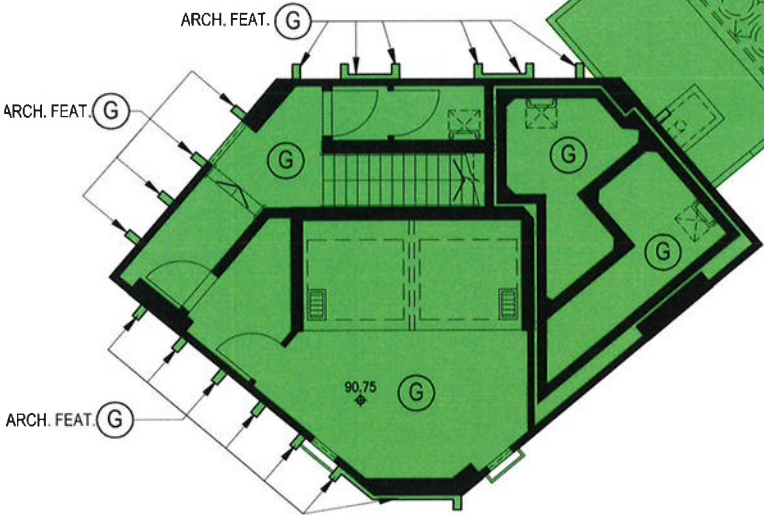
LEGEND :

- (Y) ESTATE COMMON AREAS (YELLOW)  
(G) RESIDENTIAL COMMON AREAS (GREEN)

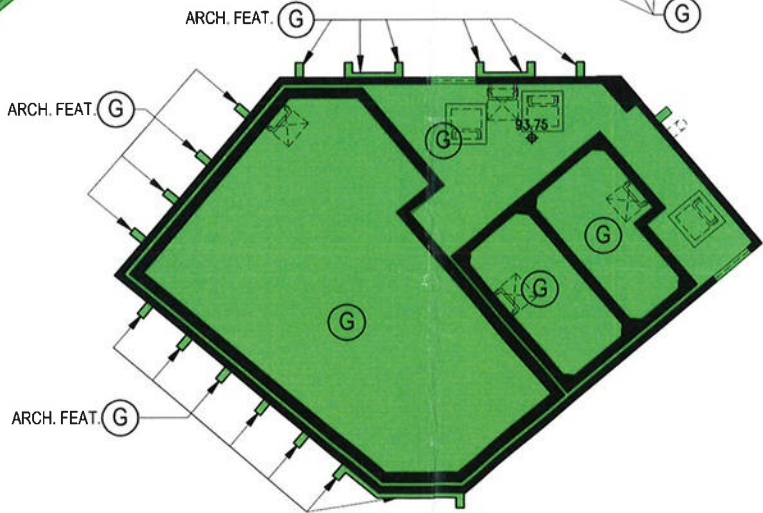
ARCH. FEAT. ARCHITECTURAL FEATURE  
R.C. REINFORCED CONCRETE



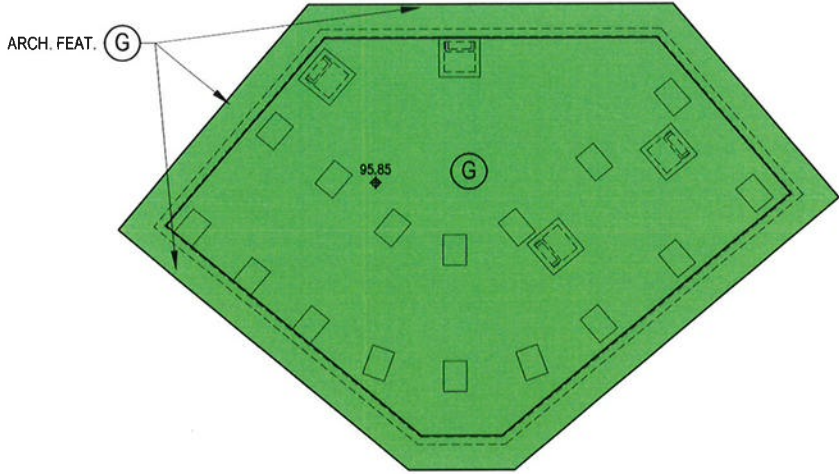
R/F PLAN



PLAN OF LIFT MACHINE ROOM



PLAN OF WATER TANK



UPPER R/F PLAN

R/F PLAN (TOWER 2)

(PLAN NO. DMC-07)





I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

LEW WING TIM, GEORGE  
AUTHORIZED PERSON



YUEN LONG TOWN LOT NO. 524,  
YUEN LONG, N.T.

FOR IDENTIFICATION PURPOSE ONLY  
NOT TO SCALE


- LEGEND:
-  COVERED LANDSCAPE AREAS  
(FORMING PART OF ESTATE COMMON AREAS) (YELLOW STIPPLED BLACK)
  -  GREENERY AREAS (HORIZONTAL GREENING)  
(FORMING PART OF ESTATE COMMON AREAS) (YELLOW CROSSED HATCHED BLACK)
  -  GREENERY AREAS (HORIZONTAL GREENING)  
(FORMING PART OF RESIDENTIAL COMMON AREAS) (GREEN CROSSED HATCHED BLACK)
  -  GREENERY AREAS (VERTICAL GREENING)  
(FORMING PART OF ESTATE COMMON AREAS) (RED)



LOCATION PLAN FOR GREENERY AREAS AND COVERED LANDSCAPED AREAS

(PLAN NO. DMC-08)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

  
LEW WING TIM, GEORGE  
AUTHORIZED PERSON

DATED the 23<sup>rd</sup> day of November 2020

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ONFINE DEVELOPMENT LIMITED  
GAINBO LIMITED  
WAYGENT INVESTMENT LIMITED and  
MAGIC SIGN LIMITED

AND

KWOK KA IAN

AND

URBAN-WELLBORN PROPERTY MANAGEMENT  
LIMITED

---

DEED OF MUTUAL COVENANT incorporating  
MANAGEMENT AGREEMENT

in respect of

YUEN LONG TOWN LOT NO. 524

---

MAYER | BROWN  
好士打

ALYY/DPYT/AFK/17536559 /Loc