

THIS DEED is made the 22nd day of May 2013

BETWEEN :-

- (1) INTELLIGENT HOUSE LIMITED (聰明居有限公司) whose registered office is situate at 72-76/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong ("the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part,
- (2) [REDACTED]  
[REDACTED]  
[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) MIRAMAR HOTEL AND PROPERTY MANAGEMENT COMPANY LIMITED (美麗華酒店及物業管理有限公司) whose registered office is situate at 15/F, Miramar Tower, 132 Nathan Road, Tsim Sha Tsui, Kowloon, Hong Kong ("the Manager" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part.

DEFINITIONS :-

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

"Advance Payment" means the respective payments to be paid by the Owner of each Residential Unit under Clause 15(b)(i) hereof or by the Owner of each Parking Space under Clause 15(b)(ii) hereof.

"Authorized Person" means Mr. Arthur Au Kin Tung of Dennis Lau & Ng Chun Man Architects & Engineers (H.K.) Limited, which expression shall include any other authorized person or persons for the time being appointed by the First Owner in place of the said Mr. Arthur Au Kin Tung.

"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.2/3025/06 and include any approved amendments thereto.

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

"Car Park Common Areas" means those parts of the Car Park intended for the common use and benefit of the Car Park 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 Car Park and includes but not limited to the waiting area, AHU room for car park, car lift, lift machine room and platform(s). The Car



Park Common Areas are for identification purpose only shown and coloured Indigo on the plans annexed hereto and marked Drawing Nos.DMC-01, DMC-02, DMC-03 and DMC-04 respectively, the accuracy of which is certified by or on behalf of the Authorized Person.

"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 in the Estate intended for the common use and benefit of the Car Park 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 Parking Spaces.

"Car Park Management Budget" means the budget to be prepared for the Car Park more particularly described in Clause 14(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.

"Car Parking Spaces" means all those spaces provided in the Car Park in accordance with the Building Plans for the parking of motor vehicles.

"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.

"Estate" means the building comprising, inter alia, the Residential Development and the Car Park erected on the Lot in accordance with the Building Plans known as "The Gloucester (尚匯)".

"Estate Common Areas" means those parts of the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof which are subject to the provisions of this Deed to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate and includes but not limited to (a) the foundations, columns, beams and other structural supports and elements and those parts of the Slopes and Retaining Walls within the Lot; (b) areas for the installation or use of aerial broadcast distribution or telecommunication network facilities, and (c) all those areas for identification purpose only shown and coloured green and green hatched black on the plans annexed hereto and marked Drawing Nos.DMC-01, DMC-02, DMC-03, DMC-04, DMC-14 and DMC-15 respectively, 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 Estate Common Areas by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (ii) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344),

shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas.

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

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

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

"Estate Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Estate as a whole excluding the Residential Management Expenses and Car Park Management Expenses as provided herein.

"Estate Rules" means any rules and regulations as the Manager may make from time to time in accordance with the provisions of this Deed for the proper or more efficient management of the Estate.

"First Assignee's Unit" means all those 65/9,500th Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy All That Flat A on the 26<sup>th</sup> Floor with Balcony and Utility Platform of the Estate.

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

"Government Lease" means collectively the documents of title setting forth the rights and entitlements granted by the Government in respect of the Lot (as hereinafter defined), namely a Government Lease in respect of Marine Lot No.436 dated the 5<sup>th</sup> day of December 1927 made between King George the Fifth of the one part and the Public Trustee of the other part for a term of 99 years commencing from the 1<sup>st</sup> day of July 1927 with a right of renewal for one further term of 99 years and a Government Lease in respect of Marine Lot No.435 dated the 20<sup>th</sup> day of December 1927 made between King George the Fifth of the one part and The Hongkong Land Investment and Agency Company Limited of the other part for a term of 99 years commencing from the 1<sup>st</sup> day of July 1927 with a right of renewal for one further term of 99 years and shall include any subsequent extensions or variations or modifications thereto or renewals thereof so far as they affect the Lot.

"Loading and Unloading Space" means the one space for the loading and unloading of goods vehicles in connection with the Residential Development shown and marked No.L1 on the plan annexed hereto and marked Drawing No.DMC-01.

"Lot" means collectively all those pieces or parcels of ground respectively registered in the Land Registry as Subsection 2 of Section A of Marine Lot No.436 and Section F of Marine Lot No.435.

"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 Lease 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 collectively 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 Funds. Such funds shall be established and maintained by the Manager including interest and charges to defray the cost of the exercise of the Manager's powers and the performance of its duties under this Deed and the Building Management Ordinance (Cap. 344) and to pay the Management Expenses.

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

"Manager" means the 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.

"Motorcycle Parking Spaces" means all those spaces provided in the Car Park in accordance with the Building Plans for the parking of motorcycles.

"Non-enclosed Areas" means the balcony (marked "BAL.") and utility platform (marked "UTILITY") forming part of a Residential Unit as indicated on the plans annexed hereto and marked Drawing Nos.DMC-05, DMC-06, DMC-07, DMC-08, DMC-09 and DMC-10.

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

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

"Owner" shall be as defined in the Building Management Ordinance (Cap.344) and means and includes each person in whom for the time being any Undivided Share is vested and is registered as such under the Land Registration Ordinance and every joint tenant or tenant in common of any such Undivided Share and where any such Undivided Share has been assigned or charged by way of mortgage or charge the word Owner shall include both mortgagor or chargor and mortgagee or chargee in possession of such Undivided Share or any mortgagee or chargee who has foreclosed PROVIDED THAT, subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such Undivided Share by the provisions of this Deed shall be exercisable only by the mortgagor



or chargor unless the mortgagee or chargee is in possession or has foreclosed or is in receipt of the rents and profits of such Undivided Share.

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

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

"Parking Spaces" means collectively the Car Parking Spaces and the Motorcycle Parking Spaces.

"Recreational Areas and Facilities" means and includes the club house and its ancillary facilities on the Forty-third and Forty-fifth Floors of the Estate and such other recreational and covered landscape areas and facilities on or within the Estate for use by the Owners or Occupiers of the Residential Units and their bona fide visitors.

"Residential Common Areas" means those parts of the Estate intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units and includes but not limited to the external walls of the Estate (including the glass canopy thereon, the air-conditioning platforms and architectural features and fins thereon and the prefabricated external walls and any glass balustrade and any curtain wall), the Visitors Car Parking Spaces, the Recreational Areas and Facilities and the Loading and Unloading Space. The Residential Common Areas are for identification purpose only shown and coloured yellow on the plans annexed hereto and marked Drawing Nos.DMC-01, DMC-02, DMC-03, DMC-04, DMC-05, DMC-06, DMC-07, DMC-08, DMC-09, DMC-10, DMC-11, DMC-12, DMC-13, DMC-14, DMC-15 and DMC-16 respectively, the accuracy of which is certified by or on behalf of the Authorized Person.

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

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

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

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

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

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

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

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

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

"Special Funds" means funds to be established and kept by the Manager in accordance with Clause 19 of this Deed for the purpose of paragraph 4 of the Schedule 7 to the Building Management Ordinance (Cap.344) and in the singular means one of the Special Funds.

"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 part of the Estate being either a Residential Unit or a Parking Space of which the full and exclusive right and privilege to the use occupation and enjoyment has been or is intended to be assigned to or retained by an Owner and "his Unit" in relation to an Owner means the Unit or Units in respect of which that Owner has the full and exclusive right and privilege to hold use occupy and enjoy.

"Visitors Car Parking Spaces" means the five spaces provided or to be provided within the Estate in accordance with the Building Plans for the parking of motor vehicles belonging to the bona fide visitors or invitees of the Owners or Occupiers of the Residential Units shown and marked Nos.V1, V2, V3, V5 and V6 on the plan annexed hereto and marked Drawing No.DMC-03.

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

WHEREAS :-

- (1) Immediately prior to the Assignment to the First Assignee hereinafter referred to, the First Owner was the registered owner and in possession of the Lot which is held under the Government Lease.
- (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 9,500 equal Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.
- (4) By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed the First Owner assigned unto the First Assignee the First Assignee's Unit.
- (5) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and

service of the Estate and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Estate.

- (6) 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 Lease 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 Lease 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 easements rights of way and privileges provided in the **SECOND SCHEDULE** hereto and the express covenants and provisions herein contained.
- 3A. 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 an uninterrupted right of way for the owners and occupiers for the time being of the other portions of Marine Lot No.435 their tenants servants workmen and others by them authorised at all times thereafter to go pass and repass over along and upon such right of way as for identification purpose only shown and coloured green hatched black on the plan annexed hereto and marked Drawing No. DMC-01.
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 Lease and this Deed, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such Unit or part or parts of the Estate which may be

held therewith PROVIDED THAT any such sale, assignment, mortgage, charge, lease or licence shall be made expressly subject to and with the benefit of this Deed.

6.
  - (a) The right to the exclusive use, occupation and enjoyment of any Unit or part of the Lot and the Estate shall not be sold, assigned, mortgaged, charged, leased 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 Lease, not extend to leases or tenancies in respect of any Unit or part of the Lot and the Estate the terms of which (including any renewals thereof) shall not exceed ten (10) years.
  - (b) The right to the exclusive use, occupation and enjoyment of any flat roof shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit of which the flat roof forms part.
7.
  - (a) Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
  - (b) The Owner of any Residential Unit together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
  - (c) In each of the above cases the right and liberty shall be subject to the provisions of this Deed, the rights of the Manager and the Estate Rules relating thereto.
- 7A.
  - (a) The Owners of the Non-enclosed Areas shall keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Buildings Ordinance and such other Ordinances, bye-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 (other than as approved under the Building Plans), it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design location and layout as drawn under the Building Plans.
  - (c) The balconies/utility platforms shall only be used as balconies/utility platforms in relation to or in connection with the use and enjoyment of the Residential Units for which they are provided.

## SECTION II

### ADDITIONAL RIGHTS OF THE FIRST OWNER

8. Each and every Owner covenants with the First Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Lot and the Estate and any interest therein that the First Owner shall for as long as it remains the beneficial owner of any Undivided Share have the right (whether acting by itself or by any of the professionals, contractors and agents engaged, appointed or employed by the First Owner) at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto and (where appropriate) granted and conferred upon the First Owner :-
- (a) Full right and liberty at all reasonable times to enter into and upon all parts of the Lot and the Estate (other than any part of the Estate that have already been assigned) from time to time with all necessary equipment, plant and materials for the purposes of constructing and completing the other parts of the Estate in accordance with the Building Plans and the Government Lease and may, for such purposes, carry out all such works in, under, on or over the Lot and the Estate (save and except that part as aforesaid) as it may from time to time see fit 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. The First Owner in pursuance of such works must from time to time issue in writing to the Owners prior instructions as to the areas or parts of the Lot and the Estate (save and except that part as aforesaid) that the Owners, their tenants, servants, agents or licensees may or may not use while such works are being carried out PROVIDED THAT the exercise of such right shall not unreasonably interfere with or affect an Owner's exclusive right to the physical use, occupation and enjoyment of the Unit which such Owner owns or unreasonably impede or restrict the access to and from any such Unit or unreasonably affect the Owner's rights to enjoy any part of the Common Areas and Facilities AND PROVIDED THAT the First Owner shall at its own expense make good any damage or loss that may be caused by or arise from such construction, demolition or other works or such right of entry and shall ensure that such works and such right of entry shall cause the least disturbance and inconvenience and shall indemnify all loss and damage resulting from the First Owner exercising the right under this Sub-clause (a).
  - (b) The right to change, amend, vary, add to or alter the Building Plans existing at the date hereof from time to time without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of

the Director of Lands or other Government authorities pursuant to the Government Lease or other applicable legislation PROVIDED THAT any such change, amendment, variation, addition or alteration shall not unreasonably interfere with or affect an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns and all costs incidental thereto shall be borne by the First Owner solely and PROVIDED FURTHER THAT (i) access to and from any part of the Estate shall not be unreasonably impeded or restricted and (ii) no part of the Common Areas shall be affected in any way.

- (c) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to apply to, negotiate and agree with the Government to amend, vary or modify the Government Lease (including any plans annexed thereto) or any conditions thereof or to procure a licence or easement from the Government or any other person for installing on government land pipes, sewers, subways or other facilities whether serving exclusively the Lot and/or the Estate or any part thereof or otherwise in such manner as the First Owner may deem fit without the concurrence or approval of any Owner and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner PROVIDED THAT the exercise of this right shall not affect or unreasonably interfere with an Owner's exclusive right to hold, use and occupy the Unit which such Owner owns or unreasonably impede or restrict the access to or from such Unit and all costs incidental thereto shall be borne by the First Owner solely and PROVIDED FURTHER THAT any benefit or concession acquired as a result of such exercise of this right shall be accrued to all Owners and any payment or compensation received in relation to or incidental to such amendments, alteration, variation or addition or document shall be credited to the Special Funds.
- (d) At all times hereafter but subject to and with the benefit of the Government Lease and this Deed insofar as they relate thereto, the full and unrestricted right without interference by the Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares retained by the First Owner (other than the Undivided Shares in respect of the Common Areas) and to assign, mortgage, charge, lease, license or franchise the full and exclusive right and privilege to hold, use, occupy and enjoy any such premises within the Estate held therewith PROVIDED THAT such dealings shall not contravene the terms and conditions of the Government Lease and this Deed.
- (e) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to affix, maintain, alter, repair, service, replace, renew and remove any one or more chimneys, flues, pipes, masts, conduits, plant, machinery, equipment, lightning conductors and lighting fixtures and other fixtures or structures of whatsoever kind on any part or parts of the Common Areas and Facilities and the right to enter into and upon any part of the Lot and the Estate with or without workmen and equipment at all reasonable times on giving prior reasonable written notice (except in the case of emergency) for any or all of the purposes aforesaid



PROVIDED ALWAYS THAT the exercise of any of such rights shall not unreasonably affect or interfere with the exclusive use, occupation or enjoyment by other Owners or Occupiers of the Units which such Owners own or unreasonably affect or interfere with the enjoyment of the Common Areas and Facilities by the Owners and Occupiers and PROVIDED THAT any consideration received as a result of the exercise of the right under this Sub-clause shall form part of the Special Funds for the benefit of all Owners and be applied towards the management and maintenance of the Lot and the Estate.

- (f) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, footbridges, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by licence for the benefit of the Lot and the Estate subject to the prior approval of the Owners' Committee or the Owners' Incorporation if formed PROVIDED THAT the exercise of such right shall not affect or interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns.
  - (g) The right and privilege to surrender or assign or dedicate or part with possession of any part or parts of the Lot and/or the Estate (other than the Units) which is required to be surrendered or assigned to the Government or dedicated for public use pursuant to the requirement under the Government Lease or whenever required by the Government PROVIDED THAT any benefit or concession acquired as a result of this right shall be accrued to all Owners and any fee payable or any monetary compensation receivable in connection therewith shall be borne by or to the account of the Special Funds.
9. (a) The Owners hereby jointly and severally and irrevocably APPOINT the First Owner to be their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their acts and deeds deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 8 and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant.
- (b) Each Assignment of the Units shall include a covenant in substantially the following terms : "The Purchaser covenants with the Vendor for itself and as agent for Intelligent House Limited ("the Company") to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Covenanting

Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") and shall enure for the benefit of the Estate and be enforceable by the Company and their successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 8 of a Deed of Mutual Covenant and Management Agreement dated the 22nd day of May 2013 and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
- (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company; and
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Company as aforesaid and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant."

### SECTION III

#### MANAGER AND MANAGEMENT CHARGES

10. (a) Subject to Sub-clause (d) of this Clause 10 and subject to the provisions of the Building Management Ordinance (Cap.344), the parties hereto have agreed with the Manager for the Manager to undertake the management and maintenance of the Lot and the Estate for a term of two (2) years from the date of this Deed and to be continued thereafter until termination of the Manager's appointment in the manner hereinafter provided PROVIDED THAT nothing herein shall restrict or prohibit the termination of the appointment of the Manager during such initial term or at any time thereafter under the following circumstances :-
- (i) the appointment is terminated by the Manager by giving not less than three (3) calendar months' notice of termination in writing by sending such notice to the Owners' Committee or where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, by serving such notice on each of the Owners and by displaying such notice in a prominent place in the Estate. For this purpose, service of such notice on an Owner may be effected personally upon the Owner; or by post addressed to the Owner at his last known address; or by leaving such notice at the Unit owned by the Owner or depositing the notice in the Owner's letter box; or
  - (ii) upon the passing of a resolution of the Owners of not less than 50% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas), the appointment of the Manager may be terminated without compensation by the Owners' Committee giving to the Manager not less than three (3) calendar months' notice of termination in writing; or
  - (iii) in the event that the Manager is wound up or has a receiving order made against it.
- (b) Where an Owners' Incorporation has been formed, an Owners' Incorporation 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) to be determined at a general meeting convened for the purpose, remove the Manager without compensation by the Owners' Incorporation giving to the Manager not less than 3 calendar months' notice of termination in writing. In this respect, such resolution shall have effect only if such notice of termination is in writing; the length of notice specified therein is for a period of not less than 3 months; such notice is accompanied by a copy of the resolution terminating the Manager's appointment; and such notice and the copy of the resolution is served upon the Manager not more than 14 days

after the date of the meeting. For this purpose, service of such notice and the copy of the resolution required to be served may be effected personally upon the Manager; or by post addressed to the Manager at its last known address.

- (c) If a notice to terminate a Manager's appointment is given under Sub-clause (b) above :-
    - (i) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
    - (ii) if no such appointment is approved under Sub-clause (c)(i) above by the time the notice expires, the Owners' Incorporation may appoint another Manager and, if it does so, the Owners' Incorporation shall have exclusive power to appoint any subsequent Manager.
  - (d) Subject to Sub-clause (e) 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' Incorporation (if any) or the Owners.
  - (e) 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 (e)(i) above and have not been delivered under Sub-clause (d) above.
11. Upon termination of the Manager's employment in whatever manner this may occur, a meeting of the Owners' Committee shall immediately be convened to appoint a manager to take its place and such meeting shall appoint a manager who shall on the expiry of the notice given by or, as the case may be, to the Manager be immediately thereupon and thenceforth become vested with all the powers and duties of the Manager hereunder and the Owners' Committee shall on behalf of the Owners enter

into a Management Agreement with such new manager defining its rights duties and obligations. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Lot and the Estate be without a responsible duly appointed manager to manage the Estate after the issue of an Occupation Permit covering the same.

12. (a) The Manager's Fee, being the remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual Management Expenses (excluding the amount for the Manager's Fee and capital expenditure or expenditure of a kind not incurred annually or expenditure drawn out of the Special Funds) reasonably and necessarily incurred in the good and efficient management of the Lot and the Estate. The Manager shall also be entitled to charge and be paid all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder. The Owners shall pay to the Manager the Manager's Fee hereunder in advance on the first day (or such other day as the Manager may deem appropriate) of each calendar month. 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 of a kind not incurred annually or expenditure drawn out of the Special Funds at the rate of ten per cent (10%) or at such lower rate as the Owners may consider appropriate.
- (b) The Manager's Fee as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary, bonuses, compensation, severance payment and fees for any staff employed within the Estate, facilities, accountancy services or other professional supervision for the Lot and the Estate and all disbursements and out of pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs and expenses shall form part of the Management Expenses and shall be a direct charge upon the Management Funds.
13. (a) Subject to Sub-clauses (c), (e) and (f) below, the total amount of Management Charges payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Lot and the Estate shall be the total proposed expenditure during that year as specified by the Manager in accordance with Sub-clause (b) below.
- (b) In respect of each financial year and to enable the Manager to determine the Management Charges payable by the respective Owners of the Estate, the Manager shall :-
  - (i) prepare three separate and independent draft annual Management Budgets under Clause 14(a) of this Deed within 2 months before the financial year setting out the estimated management expenditure of the Lot and the Estate during the financial year and such draft annual Management Budgets shall be prepared in consultation with the Owners' Committee

(if the same has been established pursuant to the provisions of this Deed);

- (ii) send a copy of each of the draft annual Management Budgets to the Owners' Committee or, where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, display a copy of each of the draft annual Management Budgets in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days;
  - (iii) send or display, as the case may be, with the copy of the draft annual Management Budgets a notice inviting each Owner to send his comments on the draft annual Management Budgets to the Manager within a period of 14 days from the date the draft annual Management Budgets were sent or first displayed;
  - (iv) after the end of that period, prepare annual Management Budgets specifying the total estimated management expenditure during the financial year and for the purposes of the preparation of such annual Management Budgets, the Manager may alter any of the draft annual Management Budgets based on the suggestions made by the Owners' Committee or the Owners but shall not be obliged to do so; and
  - (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; and
  - (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' Incorporation 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' Incorporation decides, by a resolution of the Owners, to reject the annual Management Budget or the revised annual Management Budget, as the case may be, the total amount of the Management Charges for the financial year shall, until another annual Management Budget or revised annual Management Budget is sent or displayed in accordance with Sub-clause (b) or Sub-clause (d) above and is not so rejected under this Sub-clause (f), be deemed to be the same as the total amount of the Management Charges (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (g) If any Owner requests in writing the Manager to supply him with a copy of any of the draft annual Management Budgets, annual Management Budgets or revised annual Management Budgets, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) The Management Expenses shall cover all expenditure which is to be expended for the benefit of all Owners or required for the proper good and efficient management and maintenance of the Lot and the Estate and the Common Areas and Facilities therein including but without prejudice to the generality of the foregoing the following costs charges and expenses :-
  - (i) the expenses for maintenance, operation, control, repair, cleansing, painting, decorating, improving and keeping in good condition of all Common Areas and Facilities and the lighting thereof;
  - (ii) the expenses for cultivation, irrigation and maintenance of the planters and landscaped areas on the Common Areas;
  - (iii) the charges for the supply and consumption of electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Common Areas and Facilities;
  - (iv) the remuneration and related expenses for the provision of security guard services for the Lot and the Estate and the cost (including but not limited to salaries, bonuses, compensation, severance payment and medical insurance) of employing executives, clerical staff, accountants, caretakers, security guards, watchmen, cleaners, and such other staff to manage



and administer the Lot and the Estate and the Common Areas and Facilities therein and the expenses of purchasing or hiring all necessary plant, equipment and machinery;

- (v) the cost and expense of inspecting, maintaining and repairing the foundations, columns and other structures constructed or to be constructed for the support of the Estate and the drains nullahs sewers pipes watermains and channels and such other areas whether within or outside the Lot that are required to be maintained under the Government Lease;
- (vi) the Government rent of the Lot payable under the Government Lease 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 rent (if any) in respect of the Common Areas and Facilities;
- (vii) the expenses of refuse collection, storage and disposal in respect of the Lot and the Estate and the Common Areas and Facilities;
- (viii) the premia for insurance of the Common Areas and Facilities against damage by fire and/or such other perils up to the full new reinstatement value thereof and of the Manager against third party or public liability or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;
- (ix) legal and accounting and surveying fees and all other professional fees and costs properly and reasonably incurred by the Manager in carrying out the services provided by this Deed;
- (x) all costs incurred in connection with the maintenance and management of the Common Areas and Facilities;
- (xi) the cost of inspecting, repairing and maintaining (if any) the Slopes and Retaining Walls the maintenance of which is the liability of the Owners under the Government Lease and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual;
- (xii) the licence fees payable to the Government for laying of drains and channels which serve the Estate within or under the Government land adjacent to the Lot;
- (xiii) any other costs, charges and expenses properly and reasonably incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed; and
- (xiv) any other items of expenditure which are necessary for the administration, management and maintenance of the Lot and the Estate including but not limited to all staff, facilities,

office, accountancy, professional, supervisory and clerical expenses reasonably and necessarily incurred by the Manager in respect thereof or such proportionate part thereof and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which relate to the administration and/or management and/or maintenance of the Lot and the Estate as well as any other lands, developments and buildings in such manner as shall be reasonably determined by the Manager having regard to the relevant circumstances.

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

- (i) the Estate Management Budget which shall show the estimated expenditure of the management and maintenance of the Estate Common Areas and Facilities (excluding Residential Management Expenses and Car Park Management Expenses but including the Manager's Fee);
- (ii) the Residential Management Budget which shall show (aa) the estimated expenditure of the management and maintenance of the Residential Development (excluding Car Park Management Expenses but including the Manager's Fee) and (bb) the proportion of the expenditure in accordance with the Estate Management Budget mentioned in (i) above as specified in the Fourth Schedule hereto; and
- (iii) the Car Park Management Budget which shall show (aa) the estimated expenditure of the management and maintenance of the Car Park (excluding Residential Management Expenses but including the Manager's Fee) and (bb) the proportion of the expenditure in accordance with the Estate Management Budget mentioned in (i) above as specified in the Fourth Schedule hereto.

For the avoidance of doubt 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) (1) Subject to Sub-clauses (2) and (3), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :-

- (i) the supplies, goods or services are procured by invitation to tender; and

- (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344).
- (2) Subject to Sub-clause (3), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :-
  - (i) if there is an Owners' Incorporation :-
    - (I) the supplies, goods or services are procured by invitation to tender;
    - (II) the procurement complies with the Code of Practice referred to in Section 20A(1) of the said Ordinance; and
    - (III) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Incorporation, and the contract is entered into with the successful tenderer; or
  - (ii) if there is no Owners' Incorporation :-
    - (I) the supplies, goods or services are procured by invitation to tender;
    - (II) the procurement complies with the Code of Practice referred to in Section 20A(1) of the said Ordinance; and
    - (III) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer;
- (3) Sub-clauses (1) and (2) do not apply to any supplies, goods or services which but for this Sub-clause would be required to be procured by invitation to tender (referred to in this Sub-clause as "relevant supplies, goods or services") :-
  - (i) where there is an Owners' Incorporation, 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' Incorporation by a supplier; and
    - (II) the Owners' Incorporation decides by a resolution of the Owners passed at a general meeting of the Owners'

Incorporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or

(ii) where there is no Owners' Incorporation, if :-

(I) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and

(II) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

15. (a) Each Owner (including the First Owner) shall be personally liable to contribute towards the Management Charges whether or not his Unit or Units are vacant or occupied and whether or not such Unit or Units have been let or leased to a tenant or is occupied by the Owner himself or any other person Provided Always That no Owner may be called upon to pay more than his fair share of the Management Charges.

(b) The amount of the monthly or other contributions payable by each Owner to the relevant annual budget shall be specified by the Manager from time to time in accordance with the following principles and such contributions shall be paid in the following manner :-

(i) The Owner of each Residential Unit shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Residential Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Residential Unit bears to the total number of Management Units allocated to all the Residential Units within the Estate. The number of Management Units allocated to each Residential Unit shall be those specified in Part (A) of the Fifth Schedule hereto.

(ii) The Owner of each Parking Space shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Car Park Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Parking Space bears to the total number of Management Units allocated to all the Parking Spaces within the Estate. The number of Management Units allocated to each Parking

Space shall be those specified in Part (B) of the Fifth Schedule hereto.

(c) PROVIDED ALWAYS :-

- (i) where at any time any budgets prepared by the Manager are revised as hereinbefore provided there shall be added to or deducted from the amount of the Advance Payment payable on the first day of each month for the remainder of the current financial year after such revision an amount equal to the difference between the relevant Management Charges in respect of the current financial year payable by the Owner concerned prior to such revision and the relevant Management Charges payable by that Owner in accordance with the revised budget divided by the number of complete months from the date of such revised budget to the end of the then current financial year; and
    - (ii) on the first day of the month immediately following the close of any financial year and on the first day of each of such subsequent months before the budget for the then financial year shall have been prepared and approved there shall be paid on account an amount equal to the Advance Payment payable by that Owner for the last month of the preceding financial year.
  - (d) Notwithstanding anything herein contained but subject to sub-clause (e) below hereof, where the Manager or the Owners' Incorporation acquires Undivided Shares relating to the Common Areas as trustee for all the Owners pursuant to the provisions of the Government Lease or this Deed then the Owner of such Undivided Shares relating to the Common Areas shall be exempted from contributing to the Management Charges as provided in this Deed.
  - (e) The management expenses attributable to the use and passage of the driveways and car lifts of the Car Park for the purpose of access to and from the Visitors Car Parking Spaces and the Loading and Unloading Space as referred to in Clause 3 of Part A of the Second Schedule hereto shall be paid by the Manager out of the account of the Residential Management Budget for the benefit of the Owners of the Car Park by transferring such sum to the account of the Car Park Management Budget on a monthly basis. The amount of the monthly contribution to the Car Park Management Budget required to be made in respect of each Visitors Car Parking Space and the Loading and Unloading Space shall be the same amount of the monthly contribution to the Car Park Management Budget payable by the Owner in respect of each Car Parking Space which he owns.
16. (a) If the Manager is of the opinion that the receipts budgeted for the then current financial year are insufficient to cover all expenditure required to be incurred in that financial year, the Manager may subject to prior consultation with the Owners' Committee prepare a revised budget and may determine additional contributions payable by each Owner which may be rendered necessary by

the adoption of such revised budget and may exercise all the powers conferred by this Deed in respect of such additional contributions. The Manager may recoup such deficiency by increased monthly instalments save that in exceptional circumstances it may be recovered by special contribution in one lump sum as the Manager shall see fit to require. Revision of budget shall not take effect until after 3 months following the effective date of the budget for the then current financial year.

- (b) In the event of a surplus of income over expenditure for a financial year, the surplus shall be treated as an income for the following financial year.
17. Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include :-
- (a) any sum attributable or relating to the cost of completing the construction of the Estate or any part thereof which sum shall be borne solely by the First Owner;
  - (b) all existing and future taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any Unit which sums shall be borne by the Owner or Owners for the time being thereof; and
  - (c) the expenses for keeping in good and substantial repair and condition of the interior fixtures and fittings, windows and doors of any Residential Unit together with the plumbing, electrical installations, plant equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which sums shall be borne solely by the Owner or Owners for the time being thereof.
18. Where any expenditure relates solely to or is solely for the benefit of the Residential Development or the Car Park or any Unit therein then the full amount of such expenditure shall be borne by the Owners of the Residential Development or the Owner(s) of the Car Park or the Owner of such Unit.
19. (a) The Manager shall establish and maintain three separate special funds respectively for the Estate Common Areas and Facilities, the Residential Development and the Car Park (hereinafter collectively called "the Special Funds") to meet expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and Facilities, 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. For the avoidance of doubt, it is expressly declared that the above three Special Funds shall be treated as completely separate and independent funds so that any surplus or deficit in one fund shall not be taken into account in the other funds.
- (b) Subject to Sub-clause (c) below, each Owner (save and except the First Owner as provided in Sub-clause (c) below) shall upon taking up the assignment of his Undivided Shares from the First Owner deposit with the

Manager a sum equivalent to two (2) months' management contribution based on the first annual Management Budget as an initial total contribution to all the relevant Special Fund(s) provided that if an Owner is liable to contribute to more than one Special Fund, the Manager shall apportion such initial total contribution to such Special Funds in such reasonable manner as the Manager may deem fit.

- (c) The First Owner shall in respect of any Unit(s) which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date when the First Owner is in a position validly to assign those Unit(s) whichever is the later, deposit with the Manager a sum equivalent to two (2) months' management contribution based on the first annual Management Budget as an initial contribution to the relevant Special Fund(s) (including but not limited to the Special Fund for the Estate Common Areas and Facilities) in respect of such unsold Unit(s). For the avoidance of doubt, the First Owner shall be entitled to recover the said deposit from the assignee(s) of the said unsold Unit(s).
- (d) Each Owner shall also on demand pay to the Manager such further periodic contributions to the Special Funds. The amount to be contributed in each financial year and 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' Incorporation, the Owners' Incorporation shall determine, by a resolution of the Owners, the amount to be contributed to the relevant Special Fund(s) by the Owners in any financial year, and the time when those contributions shall be payable.
- (f) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) interest-bearing accounts, the title of which shall refer to the Special Funds for the Estate, and shall use those accounts exclusively for the purpose referred to in Sub-clause (a) above.
- (g) The Manager shall without delay pay all money received by the Manager in respect of the relevant Special Fund(s) into the relevant account(s) maintained under Sub-clause (f) above.
- (h) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the relevant Special Fund(s) unless it is for a purpose approved by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed), the Owners' Incorporation (if formed) or the Owners at a meeting of the Owners. The Manager must not use the Special Funds for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Estate.
- (i) Each Owner shall make further periodic contributions to the Special Funds.
- (j) The payments made by the Owners towards the Special Funds are neither refundable to any Owner by the Manager nor transferable to any new Owner.



20. (a) Except where the First Owner has made payments in accordance with Sub-clause (b) below, 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 a sum of HK\$5,000.00 in respect of each Residential Unit owned by such Owner as deposit for securing the payment of the cost of making good any damages to the Common Areas and Facilities caused by or resulting from the initial decoration and fitting out of or the delivery of furniture items to his Residential Unit. Such costs shall be reasonably fixed by the Manager whose decision shall be final and binding upon the Owner. If the Owner fails to pay on demand the said costs or any part thereof, the Manager shall have the power to apply the said deposit towards such costs and to further recover any deficit from the Owner. Upon completion of the decoration and fitting out work of and the delivery of furniture items to his Residential Unit, if the Owner receives no demand for payment of the aforesaid costs or has made such payment, the Manager shall at the request of the Owner refund the deposit but without interest;
  - (iv) pay to the Manager in respect of each Residential Unit owned by such Owner a sum equivalent to one (1) month's management contribution based on the first annual Management Budget payable by him in respect of such Residential Unit of the relevant part of the Estate for defraying expenses for setting up and subsequent dismantle of a refuse collection point and costs for removal of debris therefrom during fitting out or decoration period which sum shall not be refundable provided that any part of such sum not used for the aforesaid purpose shall be paid into the Special Funds; and
  - (v) 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.

- (b) The First Owner shall in respect of any Unit(s) which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date when the First Owner is in a position validly to assign those Unit(s), whichever is the later :-
- (i) deposit with the Manager as security for the due payment of all amounts which may be or become payable by it under this Deed a sum equal to three (3) months' management contribution based on the first annual Management Budget payable in respect of such unsold Unit(s) which deposit shall be non-interest bearing and shall not be used by the First Owner to set off against any contribution payable by it under this Deed and which deposit shall be transferrable;
  - (ii) pay to the Manager a sum equivalent to one (1) month's management contribution based on the first annual Management Budget in respect of such unsold Residential Unit for defraying expenses for setting up and subsequent dismantle of a refuse collection point and costs for removal of debris therefrom during fitting out or decoration period which sum shall not be refundable Provided That any part of such sum not used for the aforesaid purpose shall be paid into the Special Funds; 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 transferable.

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

21. The Management Charges and all outgoings including any Government rent payable in respect of a Unit up to and inclusive of the date of the assignment of such Unit to

an Owner (if any) shall be borne and paid by the First Owner. No Owner shall be required to make any payment or reimburse the First Owner for such outgoings.

22. Notwithstanding anything contained in this Deed, the Manager shall be entitled in its discretion :-

(a) With the agreement of the Owner concerned to levy and to retain an additional charge against such Owner in respect of services rendered by the Manager to the Owner beyond what is provided for in this Deed, provided that such charge shall form part of the Management Funds.

(b) To charge the Owner concerned a reasonable sum as consideration for granting and processing any consent required from the Manager pursuant to this Deed provided that such consideration shall be held by the Manager for the benefit of all Owners and shall form part of the Special Funds.

23. (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof not otherwise required to pay and contribute to the Management Expenses such sum or sums as the Manager shall consult with the Owners' Committee or the Owners' Incorporation if formed and such sum or sums collected shall form part of the Management Funds.

(b) All moneys, income fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any Estate Rules shall form part of the Management Funds and

(i) in so far as they arise from or are attributable to the Residential Common Areas and Facilities be notionally credited to the budget for Residential Management Expenses;

(ii) in so far as they arise from or are attributable to the Car Park Common Areas and Facilities be notionally credited to the budget for Car Park Management Expenses; and

(iii) in so far as they arise from or are attributable to the Estate Common Areas and Facilities be notionally credited to the budget for Estate Management Expenses

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

24. If any Owner shall fail to pay the Manager any amount payable hereunder within 30 days from the date of demand, he shall further pay to the Manager :-

(a) Interest calculated at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any payment in arrears and such interest shall be payable from the due date until payment; and

- (b) A collection charge of an amount not exceeding 10% of the amount due (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

Provided that all monies paid to the Manager by way of interest or collection charge shall form part of the Special Funds and treated as an income for the financial year in which such monies are paid.

25. All amounts which become payable by any Owner in accordance with the provisions of this Deed 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.
26. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed 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 relevant Land Registry against the Undivided Share or Shares of such defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.
27. Any charge registered as aforesaid shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of such defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Lot and the Estate held therewith and the provisions of Clause 25 of this Deed shall apply equally to any such action.
28. The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner and any person occupying any part of the Lot and the Estate through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and of the Estate Rules so far as the same are binding on such Owner and of recovering damages for the breach, non-observance

or non-performance thereof. The provisions of Clause 25 of this Deed shall apply to all such proceedings.

29. Subject to Clause 62 of this Deed all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Lot and the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Lot and the Estate and any surplus thereof shall form part of the Management Funds.
30. Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in this Deed the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the account of the Owner against whom a claim has been made.
31. All money paid to the Manager including but not limited to those sums collected pursuant to this Deed and those by way of interest and collection charges and the interest earned on interest bearing bank accounts maintained by the Manager pursuant to this Deed or in the form of fee or other consideration which the Manager is entitled to charge under this Deed for granting any consent to an Owner where the same is required shall be held on trust for all the Owners for the time being and shall be paid into an interest bearing account or accounts maintained with a licensed bank.
32. Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and the Estate shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit(s) paid under this Deed and his contributions towards the relevant Special Fund(s) paid under this Deed to the intent that all such funds shall be held and applied for the management of the Lot and the Estate irrespective of changes in ownership of the Undivided Shares in the Lot and the Estate PROVIDED THAT any deposit paid under Clause 20 may be transferred into the name of the new Owner of such Undivided Shares and PROVIDED THAT upon the Lot reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 62 of this Deed, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished in proportion to their Management Units.
33. The first financial year 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 the following year and such financial year shall not be changed until the expiry of a period of 5 years from the last change of financial year or from the first financial year except with the prior approval by a resolution of the Owners' Committee.

34. (a) The Manager shall maintain an interest-bearing account in the name of the Manager and to be held on trust by the Manager for and on behalf of the Owners for the time being of the Estate and the Manager shall use that account exclusively in respect of the management of the Lot and the Estate.
- (b) Subject to Sub-clauses (c) and (d) below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Lot and the Estate into such interest-bearing account maintained by the Manager under Sub-clause (a) above.
- (c) Subject to Sub-clause (d) below, the Manager may, out of money received by the Manager in respect of the management of the Lot and the Estate, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is approved or determined from time to time by a resolution of the Owners' Committee (if the same has been established).
- (d) The retention of a reasonable amount of money under Sub-clause (c) above or the payment of that amount into a current account in accordance with Sub-clause (c) and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if the same has been established).
- (e) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Lot and the Estate.
- (f) The Manager shall maintain proper books or records of account and other financial records of all payments made to and all expenditure incurred by the Manager in the exercise of its powers and duties hereunder and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years. In addition, within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of its management of the Lot and the Estate for that period and shall display a copy of the summary and balance sheet in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days.
35. Within 2 months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that preceding financial year and display a copy thereof in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days. Each income and expenditure account and balance sheet shall be certified by a firm of certified public accountants appointed by the Manager and shall provide an accurate summary of all items of income and expenditure during that preceding financial year including details of the Special Funds and an estimate of the time when there will be a need to draw on the Special Funds and the amount of money that will be then needed. 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' Incorporation and the Owners' Incorporation decides by a resolution of the Owners, that any income and expenditure account and balance sheet prepared by the Manager as aforesaid should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person.

36. The Manager shall upon reasonable notice being given by any Owner permit such Owner at any reasonable time to inspect the books or records of account and any income and expenditure account or balance sheet prepared pursuant to this Deed. The Manager shall also upon request of any Owner and upon payment of a reasonable copying charge for copying the same supply such Owner with a copy or copies of any record or document requested by such Owner in writing.
37. Subject to the provisions of the Building Management Ordinance (Cap.344), each Owner hereby irrevocably APPOINTS the Manager as agent with full power of delegation to enforce the provisions of this Deed against the other Owner or Owners and in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed. Subject to the provisions of the Building Management Ordinance (Cap.344), and in addition to the other powers expressly provided in this Deed, the Manager shall have the duty and full and unrestricted authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including in particular but without in any way limiting the generality of the foregoing :-
  - (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed;
  - (b) To manage, maintain and control the parking of vehicles in the Common Areas and to remove any cars parked in any area not reserved for parking or car parked in any space without the permission of the Manager;
  - (c) Unless otherwise directed by the Owners' Incorporation, to insure and keep insured to the full reinstatement value in respect of the Common Areas and Facilities as comprehensively as reasonably possible and in particular against loss or damage by fire or such other perils as the Manager shall deem fit, and in respect of public liability and/or occupiers liability and liability as employer of the employees of the Manager employed in connection with the management of the Lot and the Estate with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Estate according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force;
  - (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Lot and the Estate;
  - (e) To keep and maintain in good order and repair and condition the lighting of the Common Areas and Facilities 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 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 that part of the Estate concerned requiring him to replace the same;
- (h) To repair, maintain, upkeep, improve, control, operate and manage the Recreational Areas and Facilities and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas as the Manager shall deem appropriate and maintain the same;
- (i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (j) To keep all the Common Areas and Facilities in good condition and working order and subject to the prior approval of the Owners' Committee (if formed) to extend or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable and to keep the lifts and fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's reasonable discretion to enter into contracts with third parties for the maintenance of any such facilities;
- (k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property or land and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Lot or the Estate or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;
- (l) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior or interior of the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (m) To replace any glass in the Common Areas and Facilities that may be broken;
- (n) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (o) To prevent refuse from being deposited on the Lot and the Estate or any part thereof not designated for refuse collection and to remove all refuse from all

parts of the Lot and the Estate and arrange for its disposal at such regular intervals and to maintain in or off the Lot and the Estate refuse collection facilities to the satisfaction of the relevant Government authorities;

- (p) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (q) To choose from time to time the colour and type of facade of the Common Areas and Facilities;
- (r) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Lot and the Estate or any part thereof;
- (s) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit television system and 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 Lease or this Deed and to demand and recover on a full indemnity basis from the Owner or person by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damage caused thereby to the satisfaction of the Manager;
- (u) To appoint solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Lot and the Estate necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Lot and the Estate of all legal proceedings relating to the Lot and the Estate (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Director of Lands or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;
- (v) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Estate in any manner in contravention of the Government Lease, the Occupation Permit or this Deed;
- (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 Lease or this Deed;
- (x) To prevent any person from detrimentally altering or injuring any part or parts of the Lot and the Estate or any of the Common Areas and Facilities thereof;

- (y) To prevent any person from overloading the floors or lifts of the Estate or any part or parts thereof;
- (z) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Estate;
- (aa) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Lot and the Estate as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;
- (ab) Subject to Clause 14(b) above, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants, surveyors and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants for and in connection with the management and maintenance of the Lot and the Estate and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the management of the Lot and the Estate;
- (ac) To enforce the due observance and performance by the Owners and Occupiers of the terms and conditions of the Government Lease and this Deed and the Estate Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (ad) To ensure that all Owners or Occupiers of any part of the Estate maintain the Units owned or occupied by them in a proper and satisfactory manner and if there be any default on the part of any such Owners or Occupiers and such default continues after notice has been given by the Manager to such Owners or Occupiers, may but shall not be bound to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or Occupiers;
- (ae) To charge the Owners for the temporary or permanent use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris provided that such charges shall form part of the Special Funds;
- (af) To charge the Owners for all costs and consultants' fee reasonably and necessarily incurred in approving any plans submitted for approval by the Manager where such submission of plans and approval thereto are required under the provisions of this Deed;
- (ag) To charge the Owners for all costs and consultant's fees incurred in granting any consent required from the Manager in accordance with the provisions of this Deed;
- (ah) If the Manager shall in its discretion deem fit to operate or contract for the operation of the shuttle bus services for the use and benefit of the Owners and residents for the time being of the Lot and the Estate and during such times

and at such intervals and to such destinations as the Manager may agree with the Owners' Committee and the Owners' Incorporation if formed and to charge the users of the shuttle bus services such fares as the Manager may agree with the Owners' Committee and the Owners' Incorporation if formed and to terminate and/or suspend such shuttle bus services at any time or times as the Manager may agree with the Owners' Committee and the Owners' Incorporation if formed;

- (ai) Upon default of the Owner or Owners in repairing and/or maintaining and/or replacing the plumbing and drainage facilities and/or any other services and facilities or any part or parts thereof the repair and/or maintenance and/or replacement of which is such Owner's or Owners' responsibility under this Deed, may but shall not be bound to enter with or without workmen at all reasonable times on written notice (except in case of emergency) into all parts of the Estate including any Residential Unit for the purpose of inspecting the plumbing and drainage facilities and any other services and facilities and to replace or repair at the expenses of the Owner or Owners concerned any part or parts of the plumbing and drainage facilities and any other services and facilities which shall leak;
- (aj) To enter with or without workmen on reasonable written notice (except in case of emergency) into and upon the flat roofs forming part or parts of a Residential Unit and to lay, maintain, alter, repair or remove any drainage and other pipes or any other services and facilities thereon for the common use and benefit of the Owners and to erect thereon scaffolding platform and other equipment for repairing or maintaining such plumbing and drainage facilities or other services and facilities provided that 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 workmen, contractors and agents;
- (ak) To post the address of the Unit of any Owner in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Estate;
- (al) Subject to the Government Lease and to the prior approval of the Owners' Committee (if formed), to grant such easements, quasi-easements, rights, privileges, licences and informal arrangements as it shall be necessary to ensure the efficient management of the Lot and the Estate;
- (am) To ensure that no hawkers shall carry on business on any part of the Lot or the Estate and remove any hawker found to be so doing;
- (an) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers in accordance with this Deed on such terms as the Manager shall in its absolute discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (ao) To deal with all enquiries, complaints, reports and correspondence relating to the Lot and the Estate as a whole;

- (ap) Subject to the prior approval of the Owners' Committee or the Owners' Incorporation (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 Lease 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;
- (aq) To remove any dogs, cats or other animals or fowls from the Lot and the Estate if the same are brought into the Lot and the Estate and has been the cause of reasonable complaint (in the sole discretion of the Manager) by at least 3 Owners or Occupiers of any Unit;
- (ar) To provide such Christmas, Chinese New Year, festive and other decorations and to organise such celebrations or activities for the Estate as the Manager shall in its sole discretion consider desirable;
- (as) From time to time with the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation 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;
- (at) Subject as otherwise provided in this Deed to give or withhold its written consent or approval (which shall not be unreasonably withheld) to anything which requires its written consent or approval pursuant to this Deed or the Estate Rules and to impose reasonable conditions or additional conditions including payment of reasonable administrative fees relative thereto and where any consent or approval is required from the Manager by an Owner, any such administrative fees for the granting of such consent or approval shall be held by the Manager for the benefit of the Owners and paid into the Special Funds;
- (au) Subject as otherwise provided in this Deed or the Building Management Ordinance (Cap.344), from time to time to compile rules and regulations governing
  - (i) the convening, conduct and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
  - (ii) the quorum for the conduct of business at any such meetings;
  - (iii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
  - (iv) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;

- (v) all other matters to regulate the meetings of the Owners, the Owners' Committee and any subcommittees thereof and to facilitate the transaction of business thereat;
- (av) To convene such meetings of the Owners or meetings of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (aw) Subject to the prior approval of the Owners' Committee and subject to the provision herein or in the Building Management Ordinance (Cap.344), to do all things as are necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Lot and the Estate for the better enjoyment or use of the Lot and the Estate by its Owners Occupiers and their licensees;
- (ax) Subject to the prior approval of the Owners' Committee, to impose charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities including the Recreational Areas and Facilities and their ancillary facilities in the Common Areas and Facilities, to remove or evict any person thereon who fails to comply with or is in breach of any Estate Rules relating to such facilities and to exclude any person who has been in persistent breach of such Estate Rules from the use of such facilities for such period as the Manager shall in its discretion deem appropriate;
- (ay) To make payment to the Government on demand of the cost incurred by the Government in connecting the drains and sewers from the Lot to the Government storm water drains and sewers which are required to be connected pursuant to the Government Lease;
- (az) Subject to having obtained the relevant Government authority's approval (if required) and having given prior reasonable notice to Owners affected by the relevant works (except in case of emergency), to erect or place on the external wall, any terrace, roof, flat roof, upper roof 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 make good any damage caused thereby and shall ensure that the least disturbance is caused;
- (ba) To repair and maintain the drains and channels and drainage system whether within or outside the Lot serving the Estate which is required to be maintained pursuant to the Government Lease;
- (bb) To engage qualified personnel to inspect keep and maintain any of the Slopes and Retaining Walls in compliance with the Government Lease and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate government department regarding the maintenance of slopes, retaining walls and related structures and to collect from the Owners all costs lawfully incurred or to be incurred by the Manager in carrying out such maintenance Provided that the Manager shall not be made personally liable for carrying out any such requirements of the Government Lease which shall remain the responsibility of the Owners if, having used all reasonable

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

- (bc) To take all steps necessary or expedient for complying with the Government Lease and any government requirements concerning the Lot and the Estate or any part thereof;
- (bd) To engage qualified personnel to inspect or carry out a structural survey of the Lot and the Estate or any part thereof including the drains and channels within or outside the Lot serving the Estate as and when the Manager deems necessary or desirable;
- (be) To manage, maintain and control the Car Park and to remove any vehicles parked in any area in the Car Park not reserved for parking or any vehicles parked in any parking, loading and unloading space without the consent of the Owner or lawful occupier of such parking, loading and unloading space and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such parking, loading and unloading spaces;
- (bf) At the request of the Owners' Incorporation, to transfer to the Owners Incorporation the management of the Lot and the Estate free of costs or consideration and to assign the Undivided Shares relating to the Common Areas to the Owners Incorporation, without costs or consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares shall be held by the Owners' Incorporation as trustee for all the Owners;
- (bg) To manage, maintain, control and regulate the use of the Visitors Car Parking Spaces and the Loading and Unloading Space and to charge users thereof such fees as the Manager shall determine provided that all fees should be paid to the Management Funds;
- (bh) In the event of the covenants specified in Clause 7A of Section I hereof being in breach by the Owners of the Non-enclosed Areas, the Manager, without prejudice to the right of the other co-owners, shall have the right to demand the defaulting Owners to rectify the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to report to the Building Authority the non-compliance with the obligations set out in Clause 7A of Section I hereof for such enforcement action including prosecution as the Building Authority shall consider necessary or appropriate;
- (bi) To provide appropriate and sufficient waste separation and recovery facilities including, but not limited, to waste separation bins at such locations within the Common Areas as it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and Occupiers of the Estate. The Manager shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and Occupiers of the Estate;

- (bj) To organize any activities as it may consider appropriate on a regular basis to promote the environmental awareness of the Owners and Occupiers of the Estate and to encourage them to participate in such activities with a view to improving the environmental conditions of the Estate;
- (bk) To make Estate Rules to protect the environment of the Estate and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection;
- (bl) To maintain regularly on a recurrent basis the Works and Installations;
- (bm) To comply with the terms and conditions of the Government Lease;
- (bn) To maintain the transformer room and cable accommodations of the Estate and to carry out reinstatement work to the same if rendered necessary by the installation, repair or replacement of the equipment of Hong Kong Electric Company Limited;
- (bo) To maintain the fire hydrants, fire fighting appliances, water pumping connections and other fire service installations and equipment in the Lot or the Estate in good condition and to the satisfaction of the Director of Fire Services;
- (bp) To do all such other things as are reasonably incidental to the management of the Lot and the Estate

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

38. Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have the power :-
- (a) To charge the Owners for the use of fresh or flushing water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager provided such charges shall form part of the Management Funds;
  - (b) To forbid any Owner who defaults in payment of any amounts due from him under the provisions of this Deed or otherwise fails to observe or perform any of the terms and conditions herein contained and his tenants and licensees the use of the Recreational Areas and Facilities until such default is rectified;
  - (c) To charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities or any part thereof of such amount as the Manager shall in its reasonable discretion deem fit Provided That all such prescribed fees collected shall form part of the Management Funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities;
  - (d) Subject to the terms of the Government Lease, to charge a prescribed fee for entry into and/or use of any part of the Residential Common Areas, Car Park



Common Areas or Estate Common Areas 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, Car Park Common Areas and Facilities or Estate Common Areas and Facilities, as the case may be.

39. The Manager shall have power to enter with or without workmen on prior reasonable written notice (except in the case of emergency) into all parts of the Lot and the Estate including any Unit for the purposes of inspecting, rebuilding, repairing, renewing, maintaining, cleaning or painting any part or parts of the Lot and the Estate and the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners provided that the Manager shall cause as little disturbance as possible when carrying out such works and forthwith make good any damage caused thereby and be responsible for negligent, wilful or criminal acts of the Manager its staff or contractors.
40. The Common Areas and Facilities shall be under the exclusive control of the Manager who may make rules or regulations or impose conditions regulating the use and management thereof Subject to the provisions of the Government Lease, 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.
41. All acts and decisions of the Manager reasonably arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding on all the Owners for the time being.
42. (a) The Manager shall have power from time to time with the approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation (if any) to make, revoke and amend Estate Rules regulating the use, occupation, maintenance and environmental control of the Lot and the Estate and the Common Areas and Facilities or any part or parts thereof and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such Estate Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the Estate Rules from time to time in force shall be posted on the public notice boards of the Estate and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.  
(b) Such Estate Rules shall be supplementary to the terms and conditions contained in this Deed and shall not in any way conflict with such terms and conditions in the Building Management Ordinance (Cap.344) or the Government Lease. In case of inconsistency between such Estate Rules and the terms and conditions of this Deed the terms and conditions of this Deed shall prevail.

- (c) Without prejudice to the generality of sub-clause (b) hereof, the Manager shall be entitled, with the approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation (if formed) to make revoke and amend rules regulating and restricting the use of the Recreational Areas and Facilities including the fixing of the payment for use of any of the Recreational Areas and Facilities provided that all such payments to the Manager shall form part of the Management Funds.
  - (d) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from non-observance of such Estate Rules by any third party.
43. Without prejudice to the Manager's duties under this Deed, the Manager may appoint or employ agents, contractors or sub-managers (including professional property management companies) to carry out various aspects of the management works or management works in respect of certain area(s) of the Estate Provided That the Manager shall not transfer or assign its rights and obligations under this Deed to any such third parties and such third parties shall remain answerable to the Manager. The Manager shall at all times be responsible for the management and control of the whole Estate (including any part thereof).
- 43A. The procurement of supplies, goods or services by the Manager or the Owners' Committee that involves amounts in excess of \$200,000 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an average annual expenditure of more than 20% of the annual budget, whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in a Code of Practice referred to in section 20A of the Building Management Ordinance (Cap.344) will apply to the Manager or the Owners' Committee with any appropriate variations.

## SECTION IV

### EXCLUSIONS AND INDEMNITIES

44. The Manager, its servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or negligence and the Owners shall fully and effectually indemnify the Manager, its servants, agents or contractors from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith Provided That nothing in this Deed shall be construed to exclude the liability of the Manager to the Owners for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its servant, agent or contractors and no Owner shall be required to indemnify the Manager or its servant, agent or contractors from and against any action or claim arising out of any such act or omission. Without in any way limiting the generality of the foregoing, the Manager, its servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of :-

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

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

45. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and Occupiers for the time being against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any Occupier of any Unit of which he has the exclusive use or any person using such Unit with his consent express or implied or by, or through, or in any way owing to the overflow of water or spread of fire therefrom and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Lot and the Estate or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of

loss or damage which the Manager is empowered by this Deed 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

46. (a) Within 9 months of the execution of this Deed, the Manager shall convene a meeting of the Owners to establish an Owners' Committee and to elect a chairman thereof.
- (b) The Owners' Committee shall consist of 9 members of which
- 8 members shall be elected by the Owners of the Residential Development,
  - 1 member shall be elected by Owners of the Car Park,
- or such other number of members as the Owners may decide from time to time by resolution at a meeting of the Owners.
47. The Owners' Committee shall meet at such times as occasion shall require and in any event not less than once for 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.
48. The following persons shall be eligible for membership of the Owners' Committee :-
- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee.
  - (b) The husband or wife of any Owner or any adult member of the family of any Owner duly authorised by the Owner which authorization shall be in writing addressed to the Owners' Committee and may be revoked and another

appointment made at any time on notice in writing being given to the Owners' Committee.

- (c) If at any annual general meeting at which an appointment or election of a member should take place, the office of the retiring member is not filled, or if in any year no annual general meeting is held, the member shall continue in office until the next annual general meeting.
  - (d) The Owners' Committee may continue to act notwithstanding any vacancies in its number as long as the number is not reduced below 5 and where the number is reduced to only 5 the quorum for its meeting shall be 5 Provided that if the number is reduced below 5, the remaining member(s) of the Owners' Committee may act for the purpose only of electing other member(s) of the Owners' Committee.
  - (e) A member of the Owners' Committee elected by the Owners of any component part of the Estate may be removed from office by resolution of the Owners of that component part at an annual general meeting or an extraordinary general meeting convened for the purpose and at any such meeting another member may be elected by resolution of the Owners of that component part in the place of the member removed from office.
  - (f) A member of the Owners' Committee appointed by the Owners of any component part of the Estate may be removed from office and another person appointed in his place by notice in writing from the Owners of that component part addressed to the Owners' Committee.
49. A member of the Owners' Committee shall retire from office at every alternate annual general meeting following his appointment or election but shall be eligible for re-appointment or re-election but subject to this he shall hold office until :-
- (a) He resigns by notice in writing to the Owners' Committee; or
  - (b) In the case of an elected member he ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or
  - (c) He becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
  - (d) He becomes incapacitated by physical or mental illness or death; or
  - (e) In the case of an elected member he is removed from office by the Owners whom he represents by ordinary resolution of a duly convened meeting of such Owners or in the case of an appointed member he is removed from office by notice to that effect to the Owners' Committee given by the Owners who have the right to appoint him; or
  - (f) He resides abroad; or
  - (g) He ceases to be an Owner of Undivided Shares.

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

shall have the right to fill the casual vacancy thereby created if the member concerned is an appointed member.

50. The Owners' Committee shall meet at the requisition of the chairman or any 2 members of the Owners' Committee or whenever requested by the Manager.
51. (a) Notice of a meeting of the Owners' Committee shall be given in writing by the Manager or the Owners' Committee or the person or persons convening the meeting upon each member of the Owners' Committee at least 7 days before the date of the meeting specifying the time, date and place of the meeting and the resolutions to be proposed.  
(b) Service of the said notice of meeting of the Owners' Committee may be effected :-
  - (i) personally upon the member of the Owners' Committee;
  - (ii) by post addressed to the member of the Owners' Committee at his last known address; or
  - (iii) by leaving the notice at the member's part of the Estate or depositing the notice in his letter box.
52. No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business and not less than 50% of the total number of the members of the Owners' Committee (rounded up to the nearest whole number) or 5 such members, whichever is the greater shall be a quorum.
53. In the absence of the chairman, the members present at any meeting duly convened shall choose one of their members to be the chairman of that meeting.
54. (a) The Owners' Committee shall have full power from time to time to make and compile rules and regulations governing :-
  - (i) the convening, conduct and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
  - (ii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
  - (iii) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;
  - (iv) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat;

Provided that no such rules or regulations shall be contrary to or inconsistent with the provisions of this Deed.

- (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.

55. The following provisions shall apply in all meetings of the Owners' Committee :-
- (a) Subject to Sub-clause (d) below, all resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed;
  - (b) A resolution put to the vote of the meeting shall be decided on a show of hands only;
  - (c) On a show of hands every member of the Owners' Committee present at the meeting shall have one vote;
  - (d) In the case of an equality of votes the chairman shall have a second or casting vote.
56. 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.
57. 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.
58. The Owners' Committee shall cause to be kept records and minutes of :-
- (a) the appointment and election and vacation of appointments of all its members, secretary and chairman and all changes therein;
  - (b) all resolutions and notes of proceedings of the Owners' Committee;
  - (c) the members present at all meetings.
59. The records and minutes of the Owners' Committee shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to copies of extracts therefrom on paying the reasonable charges therefor.



## SECTION VI

### MEETING OF OWNERS

60. From time to time as occasion may require there shall be meetings of the Owners to discuss and decide on matters concerning the Lot and the Estate and in regard to such meetings the following provisions shall apply :-
- (a) The Manager shall call the first meeting of the Owners as soon as possible but, in any event, not later than 9 months from the date hereof (and to call further and subsequent meetings if required), which meeting shall appoint a chairman and other members of the Owners' Committee or shall appoint a management committee for the purpose of forming an Owners' Incorporation under the Building Management Ordinance (Cap.344).
  - (b)
    - (i) A meeting, other than the annual general meeting, may be validly convened by :-
      - (1) the Manager;
      - (2) the Owners' Committee;
      - (3) an Owner appointed to convene such a meeting by those Owners who in the aggregate have vested in them for the time being not less than 5% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas).
    - (ii) One such meeting to be known as the annual general meeting shall be convened by the Manager or the Owners' Committee and shall be held once in each calendar year not later than fifteen (15) months following the first meeting of the Owners for the purpose of electing the chairman and other members of the Owner's Committee and transacting any other business of which due notice is given in the notice convening such meeting.
  - (c) The procedure at a meeting of Owners shall be as is determined by the Owners.
  - (d)
    - (i) Every meeting shall be convened by at least fourteen (14) days' notice in writing served by the person or persons convening the meeting upon each Owner, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed.
    - (ii) Service of a notice required to be served under sub-clause (d)(i) above may be effected
      - (1) personally upon the Owner;
      - (2) by post addressed to the Owner at his last known address; or
      - (3) by leaving the notice at the Owner's Unit or depositing the notice in his letter box.

- (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.
- (f) A meeting of the Owners shall be presided over by the chairman of the Owners' Committee or if the meeting is convened under sub-paragraphs (1) or (3) of Sub-clause (b)(i) above, the person convening the meeting.
- (g) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (h) Every Owner shall have one vote for each Undivided Share vested in him and in the case of two or more Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and the vote in respect of that Undivided Share may be cast :-
  - (i) by a proxy jointly appointed by such Owners;
  - (ii) by 1 co-owner appointed by the others; or
  - (iii) if no appointment has been made under sub-subparagraph (i) or (ii), then either personally or by proxy by one of the co-owners; and, in the case of any meeting where more than one of the co-owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, in person or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid.

In case of any equality of votes, the chairman shall have a second or 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 the person, as the case may be, who convened the meeting not less than 48 hours before the time for the holding of the meeting.

- (l) Any resolution on any matter concerning the Lot and the Estate passed by a simple majority of votes at a duly convened meeting of the Owners present in person or by proxy and voting in proportion to number of Undivided Shares held at such meeting shall be binding on all the Owners of the Lot and the Estate Provided as follows :-

- (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
- (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
- (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.
- (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers and duties of the Manager conferred on the Manager under the Building Management Ordinance (Cap.344) or this Deed.
- (v) A resolution may be passed to dismiss the Manager by giving to the Manager not less than 3 calendar months' notice in writing but no such resolution shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas).

- (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) namely :-

- (i) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Government Lease 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 Lease as aforesaid.

- (ii) A resolution to rebuild or redevelop the Estate or any part or parts thereof otherwise than in accordance with Clause 63.
  - (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 any reference to "Undivided Share" or "Undivided Shares" shall exclude the Undivided Shares allocated to the Common Areas.
61. The Undivided Shares allocated to the Common Areas 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.

## SECTION VII

### EXTINGUISHMENT OF RIGHTS

62. In the event of the Estate or any part thereof being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for habitation or use, the Manager or the Owners' Committee or those Owners who in aggregate have vested in them for the time being not less than seventy-five per cent (75%) of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas) or (as the case may be) of the total number of Undivided Shares of the part thereof as affected (excluding the Undivided Shares allocated to the Common Areas) shall convene a meeting of the Owners of the Estate or (as the case may be) the part thereof so affected and such meeting may resolve by not less than 75% majority Undivided Shares of such Owners present and voting in proportion to the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas) held at such meeting that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild the Estate or (as the case may be) the part thereof so affected then in such event the Undivided Shares in and of the Estate or (as the case may be) the part thereof so affected shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such Owners. All insurance money received in respect of any policy of insurance on the Estate or (as the case may be) the part thereof so affected shall likewise be distributed amongst such Owners. PROVIDED ALWAYS THAT if it is resolved by not less than 75% majority of such Owners present and voting in proportion to the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas) held at such meeting to reinstate or rebuild the Estate or (as the case may be) the part thereof so affected the Owners of the Estate or (as the case may be) the part thereof so affected shall pay the excess of the cost of reinstatement or rebuilding of the Estate or the relevant part thereof damaged as aforesaid over and above the proceeds recoverable from the insurance of the Estate or (as the case may be) the part thereof so affected in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the Estate or the relevant part thereof and be recoverable as a civil debt.
63. The following provisions shall apply to a meeting convened as provided in Clause 62 hereof :-
- (a) (i) Every such meeting shall be convened by at least fourteen (14) days' notice in writing served by the person or persons convening the meeting upon each Owner, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed;

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

- (i) The instrument appointing a proxy shall be lodged with the person, or one of the persons, as the case may be, who convened the meeting not less than 48 hours before the time for the holding of the meeting;
- (j) A resolution passed at a duly convened meeting by not less than 75% majority of votes of such Owners present in person or by proxy and voting in proportion to the number of Undivided Shares in the Lot and the Estate (excluding the Undivided Shares allocated to the Common Areas) held at such meeting shall be binding on all the Owners of the Estate or (as the case may be) the relevant part of the Estate PROVIDED as follows :-
  - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
  - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
  - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (k) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

## SECTION VIII

### MISCELLANEOUS PROVISIONS

64. 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.
65. 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.
66. Notwithstanding anything herein contained, it is hereby specifically agreed that the provisions of Schedule 7 and Schedule 8 to the Building Management Ordinance (Cap.344) shall be incorporated in and form part of this Deed. In the event of any conflict with any provision in this Deed, the former shall prevail.
67. There shall be public notice boards at such places in the Estate as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the Estate Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for 7 consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
68. Any Owner not residing in the Estate shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed. In the event that the Owner shall fail to provide the Manager with such an address in Hong Kong, then the Manager may treat the address of the Unit which such Owner owns as the address for service of notices.
69. Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards or as otherwise required under this Deed or the Building Management Ordinance (Cap.344), all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at or delivered to the registered office of the Manager.



70. The First Owner shall at its own cost provide a direct translation in Chinese of this Deed and shall deposit a copy of this Deed and the Chinese translation thereof in the management office of the Estate within one month from the execution hereof for inspection by all Owners free of costs and for taking copies at their own expenses upon payment of a reasonable charge to cover the cost of copying the same. All charges received will be credited to the Special Funds. In the event of any dispute as to the effect of the Chinese translation and the English version of this Deed, the English version shall prevail.
71. 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 charge during normal office hours of the Manager.
72. 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.
73. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the part of the Estate and to the Undivided Share or Shares held therewith.
74. Notwithstanding anything contained in this Deed, nothing herein shall conflict with or be in breach of the conditions of the Government Lease and nothing herein contained shall prejudice the application or operation of or shall contradict or overrule the Building Management Ordinance (Cap.344) and any amendment or amendments thereof or any substitutions thereof and to the extent that any provisions contained herein shall be in conflict with the Building Management Ordinance (Cap.344) or the Government Lease, the Building Management Ordinance (Cap.344) and the Government Lease respectively shall prevail. If any Owners' Incorporation is formed under the provisions of the Building Management Ordinance (Cap.344), the Owners' Incorporation shall be vested with all the rights, powers, duties and obligations for the control, management and administration of the Lot and the Estate conferred by this Deed on the Manager and subject to any provisions herein in extension or modification thereof. The provisions contained in Schedule 2 to the Building Management Ordinance (Cap.344) shall apply to the management committee of the Owners' Incorporation following incorporation of the Owners thereunder which shall take the place of the Owners' Committee formed under this Deed and the provisions contained in the Schedule 3 to the Building Management Ordinance (Cap.344) shall apply to all general meetings of the Owners' Incorporation which shall take the place of the Owners' meetings convened under this Deed.

75. (a) The First Owner shall upon execution of this Deed assign the Undivided Shares relating to the Common Areas to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Lease and to this Deed.
- (b) Undivided Shares in the Common Areas shall upon such assignment to the Manager be held by the Manager as trustee for all the Owners for the time being and in the event the Manager shall resign or be wound up or have a receiving order made against it or is removed and another manager be appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Undivided Shares in the Common Areas to the new manager free of costs or consideration to hold as such trustee as aforesaid PROVIDED THAT when the Owners' Incorporation has been formed, it may require the Manager to assign the Undivided Shares in the Common Areas and transfer the management responsibilities to it free of costs or consideration, in which event the Owners' Incorporation must hold them on trust for the benefit of all the Owners for the time being of Undivided Shares in the Lot and the Estate.
76. The Owners shall at their own expense maintain and carry out all works in respect of any Slopes and Retaining Walls as required by the Government Lease and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual. The First Owner shall deposit a full copy of the Slope Maintenance Manual (if any) in the management office within one month from the execution hereof for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Funds. The Manager (which for the purpose of this Clause shall include the Owners' Committee or Owners' Incorporation) is hereby given full authority by the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of any such Slopes and Retaining Walls in compliance with the Government Lease and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures. All Owners shall pay to the Manager all costs lawfully incurred or to be incurred by it in carrying out such maintenance, repair and any other works in respect of the Slopes and Retaining Walls. The Manager shall not be personally liable for carrying out any such requirements of the Government Lease which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners.
77. The First Owner shall at its own costs compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations setting out the details prescribed in Guideline No.36(b) of the Revised Guidelines for Deeds of Mutual Covenant (Legal Advisory and Conveyancing Office Circular Memorandum No.56) and deposit a full copy thereof in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Funds.

78. The schedule of Works and Installations in the Sixth Schedule to this Deed and the maintenance manual for the Works and Installations shall be revised by the Manager in such manner and at such intervals as may be necessary including but not limited to the addition of works and installations in the Estate and the updating of maintenance strategies in step with changing requirements.
79. The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule of Works and Installations in the Sixth Schedule to this Deed and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
80. All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations will be paid out of the Special Funds.
81. The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office within one month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Funds.
82. Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities (if any) and contracts for the provision of broadcast distribution network or telecommunications network services (if any) to be entered into by the Manager shall be subject to the following conditions :
  - (i) the term of the contract will not exceed 3 years;
  - (ii) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and
  - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.

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

THE FIRST SCHEDULE ABOVE REFERRED TO  
ALLOCATION OF UNDIVIDED SHARES

(A) <u>Residential Units</u>	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
Flat A on 5/F with UP and Flat Roof	1	109	109
Flat B on 5/F with Flat Roof	1	33	33
Flat C on 5/F with Flat Roof	1	33	33
Flat D on 5/F with UP and Flat Roof	1	102	102
Flat A on 6/F to 11/F, each with Bal and UP	6	65	390
Flat B on 6/F to 11/F, each with Bal	6	32	192
Flat C on 6/F to 11/F, each with Bal	6	35	210
Flat D on 6/F to 11/F, each with Bal	6	35	210
Flat E on 6/F to 11/F, each with Bal	6	32	192
Flat F on 6/F to 11/F, each with Bal and UP	6	63	378
Flat A on 12/F to 19/F, each with Bal and UP	7	65	455
Flat B on 12/F to 19/F, each with Bal	7	32	224
Flat C on 12/F to 19/F, each with Bal	7	35	245
Flat D on 12/F to 19/F, each with Bal	7	35	245
Flat E on 12/F to 19/F, each with Bal	7	32	224
Flat F on 12/F to 19/F, each with Bal and UP	7	63	441
Flat A on 20/F to 22/F, each with Bal and UP	3	65	195
Flat B on 20/F to 22/F, each with Bal	3	32	96
Flat C on 20/F to 22/F, each with Bal	3	35	105
Flat D on 20/F to 22/F, each with Bal	3	35	105
Flat E on 20/F to 22/F, each with Bal	3	32	96
Flat F on 20/F to 22/F, each with Bal and UP	3	62	186
Flat A on 23/F to 33/F, each with Bal and UP	10	65	650
Flat B on 23/F to 33/F, each with Bal	10	32	320
Flat C on 23/F to 33/F, each with Bal	10	35	350
Flat D on 23/F to 33/F, each with Bal	10	35	350
Flat E on 23/F to 33/F, each with Bal	10	32	320
Flat F on 23/F to 33/F, each with Bal and UP	10	63	630
Flat A on 35/F with Bal and UP	1	117	117
Flat B on 35/F with Bal	1	67	67
Flat C on 35/F with Bal, UP and Flat Roof	1	109	109
Flat A on 36/F to 38/F, each with Bal and UP	3	117	351
Flat B on 36/F to 38/F, each with Bal	3	67	201
Flat C on 36/F to 38/F, each with Bal and UP	3	109	327
Flat A on 39/F to 40/F, each with Bal and UP	2	147	294
Flat B on 39/F to 40/F, each with Bal and UP	2	139	278
Flat A on 41/F with Bal, UP and Flat Roof	1	279	279
Total :	177	Sub-total :	9,109

<b>(B) <u>Parking Spaces</u></b>	<b><u>No. of Parking Spaces</u></b>	<b><u>No. of Undivided Shares per Parking Space</u></b>	<b><u>Total No. of Undivided Shares</u></b>
(i) Car Parking Space No.P1 on G/F	1	6	6
(ii) Car Parking Spaces Nos.P2, P3, P5 to P13, P15 to P17 on 1/F	14	6	84
(iii) Car Parking Spaces Nos.P18 to P23, P25 to P28 on 2/F	10	6	60
(iv) Car Parking Space No.P29 on 2/F	1	8	8
(v) Motorcycle Parking Spaces Nos.MC1, MC2, MC3 and MC5 on 1/F	4	1	4
		<b>Sub-total :</b>	<b>162</b>
<b>(C) Common Areas</b>	---	---	<b>229</b>

**Total = (A)+(B)+(C) : 9,500**

Notes : (1) Bal = Balcony  
 (2) UP = Utility Platform  
 (3) The 14/F, 24/F and 34/F are omitted

THE SECOND SCHEDULE ABOVE REFERRED TO

(Benefits and burdens held with Undivided Shares)

PART A : EASEMENTS HELD WITH EACH UNIT

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

Full right and liberty for the Owner for the time being, his tenants, servants, agents lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use such of the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit;
  - (b) Right of escape to and through Common Areas

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

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

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

The right for any Owner with or without workmen plant equipment and materials upon prior reasonable notice (except in the case of emergency) to enter upon other parts of the Lot and the Estate for the purpose of carrying out any works for the maintenance and repair of his Unit (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby; and

(f) Right to easements etc.

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

2. In addition to the above easements, rights and privileges, the Owner of each Residential Unit shall have the full right and liberty (but subject always to the provisions of the Government Lease, this Deed, the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Residential Common Areas and Facilities for the purposes for which they are designed provided that in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services and provided further that the Owner of each Residential Unit shall pay the prescribed fees (if any) for the use of the clubhouse facilities.
3. In addition to the above easements, rights and privileges the users of the Visitors Car Parking Spaces and the Loading and Unloading Space shall have the full right and liberty (but subject always to the provisions of the Government Lease, 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 such portions of the driveways and car lifts of the Car Park as the Owners of the Car Park may reasonably designate from time to time for the purpose of access to and from the Visitors Car Parking Spaces and the Loading and Unloading Space provided that in exercising such right of use no person shall unreasonably interfere with the general facilities, amenities, equipment or services of the Car Park.
4. For the avoidance of doubt, 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 Lease

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

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

The full right and privilege of the Manager upon prior reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon his Unit for the purposes of rebuilding, repairing, renewing, cleansing, painting, decorating, inspecting, examining or maintaining the Lot or the Estate or any part or parts thereof or any of the Common Areas and Facilities or any other apparatus and equipment used or installed for the benefit of the Lot or the Estate or any part

or parts thereof causing as little disturbance as possible Provided That the Manager shall at his own costs and expenses repair and make good any damage caused thereby and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager and the Manager's employees and contractors and without prejudice to the generality of the foregoing, the Manager shall have the right from time to time to install and remove anchors and other provisions at the building perimeter of the flat roof forming part of a Residential Unit for operation of the building maintenance system including but not limited to gondola which shall be entitled to rest on the flat roofs on the Fifth Floor of the Estate forming part of any Residential Unit and the Owner of such Residential Unit shall not do or suffer to be done on such flat roofs anything which may cause obstruction to the resting of the gondola on the flat roofs; and

(c) Other Rights

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



THE THIRD SCHEDULE ABOVE REFERRED TO

1. No Owner shall make any structural alteration to any part of the Estate owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Lot or the Estate by other Owners or interfere with or affect the rights of other Owners.
2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Lease or whereby any insurance on the Lot or the Estate or any part thereof may become void or voidable or whereby the premiums for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
3. Subject to the rights reserved to the First Owner under this Deed, no Owner shall do or permit or suffer to be done by his lessees, tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Lot or the Estate by the First Owner by virtue of such reserved rights at any time in the course of construction and/or the management and the maintenance of the Lot and the Estate.
4. No Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the other Owners, and Occupiers for the time being of the Lot and the Estate and/or any neighbouring premises.
5. No Owner shall use or permit or suffer his Unit to be used except in accordance with the Government Lease, 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.
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 Residential Unit in good repair and condition.
11. No Owner shall use or cause or permit his Residential Unit to be used for industrial or godown purposes or for the purpose of pawn shop, mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai" or any similar ceremony or as a boarding house, guest house or for any noisy or offensive trade or business.
12. No Owner shall make or cause or permit any disturbing noise in his Unit or do or cause or permit or suffer anything to be done which will unreasonably interfere with the rights, comfort, and convenience of other occupants of the Estate.
13. No Owner of a Residential Unit shall be entitled to connect any installation to the communal television and radio aerial system installed by the First Owner or the Manager in or for the Estate or any part or parts thereof except with the prior written permission of the Manager and in accordance with any Estate Rules relating to the same. No Owner of a Residential Unit shall affix or install his own private aerial outside any part of the Estate.
14. Subject to the rights of the First Owner, no external placards, posters, signs, signboards, notices, advertisements, flags, banners, poles, cages, shades or other projections or structures whatsoever extending outside the exterior of the Residential Development shall be erected, installed or otherwise affixed to or exhibited on or projected from the Residential Development or any part thereof save as otherwise provided in this Deed or except with the prior written approval of the Manager.
15. No Owner shall, save as otherwise provided in this Deed, paint the outside of the Estate or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Estate without the prior consent in writing of the Manager 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 Estate.
16. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from his Residential Unit any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
17. No Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Estate PROVIDED THAT (i) live poultry, birds or animals may be kept in a Residential Unit as pets unless the same has been the cause of reasonable complaint by at least 3 Owners or Occupiers

- of any part of the Estate 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. Not to allow children, save with the licence of the Manager, to play in the Common Areas and Facilities (save and except in the Recreational Areas and Facilities but with due care and supervision) particularly lifts and escalators and any damage to or discolouration to decorations in such areas or lifts or escalators by children shall be paid for by the Owner or Occupier of the Residential Unit in which the child or children concerned reside.
  19. Not to use water closets and other water apparatus in the Estate for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for or made good by the Owner or Occupier at his own expense in whose Unit it shall have been caused.
  20. Not to allow bicycles, baby carriages or similar vehicles in the lifts unless the greatest care against damage to the lifts is exercised and the same shall not be allowed to obstruct any Common Areas and Facilities and not to use the lifts of the Residential Development for carrying and transporting any goods or articles whatsoever which in the opinion of the Manager adversely affect the normal functioning of the lifts.
  21. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or energy that might produce smoke except with the prior written consent of the Manager, but in any event no Owner shall install the aforesaid furnace, boiler, plant or equipment or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager or any Government authority be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.
  22. No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder. If any extension of the sprinkler heads and/or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall think fit.
  23. No Owner of Residential Unit without the prior written consent of the Manager first having been obtained shall lock the doors or entrances of any flat roofs of his Residential Unit having access to any part of the Common Areas and Facilities which shall at all times remain open and unobstructed. In case the access is being obstructed the Manager shall have the power to restore the access to such condition so as to comply with the regulations of the Fire Services Department or other relevant Government regulations at the expense of the Owner in default.

24. No Owner of Residential Unit shall perform installation or repair works to the electrical wiring from the switch rooms forming part of the Common Areas and Facilities to any part or parts of the Estate save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of the Owner or Owners concerned and in such manner as the Manager shall in its absolute discretion think fit.
25. No Owner or its agents licensees or contractors shall place on any part of the floors of the Estate any article, machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof (as specified on such part) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Estate or any fixtures and fittings therein Provided that the making good of such damage as aforesaid shall be without prejudice to any further right competent to the Manager exercisable by virtue of such breach.
26. No Owner shall without the prior written consent of the relevant Government authorities erect or build or suffer to be erected or built on or upon the flat roofs forming part of a Residential Unit any walls, windows, gates, doors, curtains, external awnings, canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said flat roofs will be enclosed or partitioned either in whole or in part.
27. Every Owner shall promptly pay and discharge all existing and future Government rent (unless the same forms part of the management expenses pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of his Unit and to indemnify the other Owners from and against all liability thereof.
28. Subject to the provisions of this Deed, each Owner shall keep and maintain his Unit and all wirings and pipings thereto and such of the Works and Installations which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Lot and the Estate. Subject as aforesaid the expenses of keeping in good and substantial repair and condition the interior of any Unit and all the fixtures and fittings and all plumbings therein or appertaining thereto and all the windows and doors thereof and such of the Works and Installations which do not form part of the Common Areas and Facilities shall be borne by the Owner of such Unit.
29. Each Owner shall observe and comply with all Ordinances, Regulations, by-laws and rules for the time being in force in Hong Kong and governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and the protection of the environment. In particular, no Owner shall discharge or permit or suffer to be discharged into any public sewer, storm water drain, channel or streamcourse any trade effluent or foul or contaminated water or cooling water without the prior written consent of the Director of Lands or other competent Government authorities.
30. Residential Units shall not be used or suffered to be used for any purpose other than for private residential purpose and in particular shall not be used as a boarding house,

apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles SAVE AND EXCEPT THAT the First Owner may use any such Residential Units owned by it as show flats for such period or periods as it shall in its discretion consider appropriate.

31. No Owner except the Owner having the exclusive right to occupy the flat roof of a Residential Unit shall have the right to use the flat roof thereof (except that the other Owners may use such flat roofs only for escape in the event of fire or emergency). The Owner of the flat roofs shall ensure that the escape to and through the flat roofs shall not be in any way impeded or obstructed. No Owner shall without the prior written consent of the competent Government authorities (if required) erect or place or cause or permit to be erected or placed any advertising signs or other structure on the flat roof of a Residential Unit or any part thereof.
32. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows or door or doors or entrance or entrances of any Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap. 95) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities.
33. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit any advertising or other sign of any description (except a small name plate outside the entrance door of such Residential Unit giving the Owner's or Occupier's name) without the previous written approval of the Manager and of the Director of Lands (if required under the Government Lease). Any such approval may be given subject to such conditions (if any) as the Manager and the Director of Lands may specify and shall be subject to revocation on reasonable notice.
34. No Owner shall store or permit to be stored in any Residential Unit any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.
35. No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.
36. The Recreational Areas and Facilities shall only be used and enjoyed for recreational purposes by the residents of the Residential Units and their bona fide guests and visitors and subject to the provisions of this Deed, the Estate Rules and such rules as may from time to time be laid down by the Manager.
37. Every Owner and the Manager shall observe and comply with the terms and conditions of the Government Lease and this Deed so long as they remain an Owner or manager of the Estate.
38. No Owner (including the First Owner) shall convert the Common Areas or any part thereof to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained or convert or designate his Unit or any part thereof to be part of the Common Areas except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed and all payments received

from such approval shall be credited to the Special Funds. No Owner nor the Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit.

39. Car Parking Spaces shall not be used or suffered to be used for any purpose other than the purpose of parking motor vehicles.
40. Motorcycle Parking Spaces shall not be used or suffered to be used for any purpose other than the purpose of parking motorcycles.
41. The Owner of a Residential Unit shall maintain and clean the surface of the glass balustrade(s) of the balcony and/or the flat roof and the surface of the curtain wall(s) (as the case may be) facing his Residential Unit.
42. Fire-rated glass panel(s) are installed in Flat D on the Fifth Floor, Flats F on the Sixth to Thirty-third Floors, Flats C on the Thirty-fifth to Thirty-eighth Floors, Flats B on the Thirty-ninth and Fortieth Floors and Flat A on the Forty-first Floor of the Estate. The maintenance or replacement of them shall be made by the Owner in compliance with the relevant fire safety regulations.
43. The following provisions are applicable to Flats B and C on the Fifth Floor and Flats B, C, D and E from the Sixth Floor to the Thirty-third Floors of the Estate (each of them referred to as an "Open Kitchen Unit") of open kitchen design :
  - (a) The Manager has the power to, subject to the approval (if required) and requirements (if any) of the Government or any law, formulate and from time to time amend the fire safety management plan of the Estate (the "Fire Safety Management Plan") which plan shall specify :
    - (i) the type and designated position of electrical induction cooker in each Open Kitchen Unit;
    - (ii) the independent smoke detector with sounder base shall be interlocked with the power supply of electrical induction cooker and exhaust fan;
    - (iii) the demarcation of the open kitchen area in each Open Kitchen Unit for separation from other part of that Open Kitchen Unit;
    - (iv) the form and substance of the permanent notice to be displayed in each Open Kitchen Unit stating that the fire rated screen wall, independent smoke detector with sounder base, automatic sprinkler protection and 2.3 kg dry powder type portable fire extinguisher in the Open Kitchen Unit shall not be removed;
    - (v) the non-combustible to BS476 Part 7 Class 1 materials of the kitchen cabinet and cooking bench of each Open Kitchen Unit;
    - (vi) the fire services installations (including the 2.3 kg dry powder fire extinguisher, sounder base smoke detector and sprinkler and fire alarm systems) required to be installed in each Open Kitchen Unit;
    - (vii) actions to be taken by the management staff of the Estate upon actuation of the fire alarm in any Open Kitchen Unit; and
    - (viii) strategy, frequency and procedures for the regular testing and maintenance of the fire services installations (including the 2.3 kg dry

- powder fire extinguisher, sounder base smoke detector and sprinkler and fire alarm systems) of each Open Kitchen Unit.
- (b) The Owner of an Open Kitchen Unit shall observe and comply with the following provisions :
- (i) not to install or use in his Open Kitchen Unit any cooker, cooking stove or cooking appliance save and except the type of electrical induction cooker as specified in the Fire Safety Management Plan;
  - (ii) not to alter the position of any electrical induction cooker in his Open Kitchen Unit as designated in the Fire Safety Management Plan;
  - (iii) not to alter the interlocked connection between the sounder base smoke detector and the power supply of the electrical induction cooker and exhaust fan;
  - (iv) to maintain the demarcation of the open kitchen area in his Open Kitchen Unit for separation from other part of his Open Kitchen Unit as specified in the Fire Safety Management Plan;
  - (v) not to alter, demolish, remove or relocate the fire rated screen wall (or any part thereof) in his Open Kitchen Unit, and to display conspicuously in his Open Kitchen Unit a permanent notice stating that such fire rated screen wall, independent smoke detector with sounder base, automatic sprinkler protection and 2.3 kg dry powder type portable fire extinguisher shall not be removed which notice shall be in such form and substance as specified in the Fire Safety Management Plan;
  - (vi) not to alter the non-combustible to BS476 Part 7 Class 1 materials of the kitchen cabinet and cooking bench in his Open Kitchen Unit as specified in the Fire Safety Management Plan;
  - (vii) to install and use (and only install and use) in his Open Kitchen Unit the types of fire service installations (including the 2.3 kg dry powder fire extinguisher, sounder base smoke detector and sprinkler and fire alarm systems) specified in the Fire Safety Management Plan and to maintain and keep such fire service installations in good order and condition and not to alter, demolish, remove or relocate or do anything which may alter, damage or interfere with any such installation, its power connection or its connection with any other fire alarm or fighting system in the Estate or the normal functioning thereof.
- (c) The Manager and the registered fire service installation contractors engaged by the Manager have the power to enter with or without workmen equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to carry out regular testing or maintenance of the fire services installations therein (at the cost of the Owner of that Open Kitchen Unit) or verify observance and compliance of provisions referred to in Sub-clause (b) above.

THE FOURTH SCHEDULE ABOVE REFERRED TO

APPORTIONMENT OF ESTATE  
MANAGEMENT BUDGET EXPENDITURE

<u>Component of the Estate</u>	<u>Proportion of expenditure</u>
Residential Development	9,109/9,271st
Car Park	<u>162/9,271st</u>
	<u>9,271/9,271st</u>



THE FIFTH SCHEDULE ABOVE REFERRED TO  
ALLOCATION OF MANAGEMENT UNITS

<b>(A) Residential Units</b>	<b>No. of Units</b>	<b>No. of Management Units per Unit</b>	<b>Total No. of Management Units</b>
Flat A on 5/F with UP and Flat Roof	1	109	109
Flat B on 5/F with Flat Roof	1	33	33
Flat C on 5/F with Flat Roof	1	33	33
Flat D on 5/F with UP and Flat Roof	1	102	102
Flat A on 6/F to 11/F, each with Bal and UP	6	65	390
Flat B on 6/F to 11/F, each with Bal	6	32	192
Flat C on 6/F to 11/F, each with Bal	6	35	210
Flat D on 6/F to 11/F, each with Bal	6	35	210
Flat E on 6/F to 11/F, each with Bal	6	32	192
Flat F on 6/F to 11/F, each with Bal and UP	6	63	378
Flat A on 12/F to 19/F, each with Bal and UP	7	65	455
Flat B on 12/F to 19/F, each with Bal	7	32	224
Flat C on 12/F to 19/F, each with Bal	7	35	245
Flat D on 12/F to 19/F, each with Bal	7	35	245
Flat E on 12/F to 19/F, each with Bal	7	32	224
Flat F on 12/F to 19/F, each with Bal and UP	7	63	441
Flat A on 20/F to 22/F, each with Bal and UP	3	65	195
Flat B on 20/F to 22/F, each with Bal	3	32	96
Flat C on 20/F to 22/F, each with Bal	3	35	105
Flat D on 20/F to 22/F, each with Bal	3	35	105
Flat E on 20/F to 22/F, each with Bal	3	32	96
Flat F on 20/F to 22/F, each with Bal and UP	3	62	186
Flat A on 23/F to 33/F, each with Bal and UP	10	65	650
Flat B on 23/F to 33/F, each with Bal	10	32	320
Flat C on 23/F to 33/F, each with Bal	10	35	350
Flat D on 23/F to 33/F, each with Bal	10	35	350
Flat E on 23/F to 33/F, each with Bal	10	32	320
Flat F on 23/F to 33/F, each with Bal and UP	10	63	630
Flat A on 35/F with Bal and UP	1	117	117
Flat B on 35/F with Bal	1	67	67
Flat C on 35/F with Bal, UP and Flat Roof	1	109	109
Flat A on 36/F to 38/F, each with Bal and UP	3	117	351
Flat B on 36/F to 38/F, each with Bal	3	67	201
Flat C on 36/F to 38/F, each with Bal and UP	3	109	327
Flat A on 39/F to 40/F, each with Bal and UP	2	147	294
Flat B on 39/F to 40/F, each with Bal and UP	2	139	278
Flat A on 41/F with Bal, UP and Flat Roof	1	279	279
<b>Total :</b>	<b>177</b>	<b>Sub-total :</b>	<b>9,109</b>

<b>(B) <u>Parking Spaces</u></b>	<b>No. of Parking Spaces</b>	<b>No. of Management Units per <u>Parking Space</u></b>	<b>Total No. of <u>Management Units</u></b>
(i) Car Parking Space No.P1 on G/F	1	6	6
(ii) Car Parking Spaces Nos.P2, P3, P5 to P13, P15 to P17 on 1/F	14	6	84
(iii) Car Parking Spaces Nos.P18 to P23, P25 to P28 on 2/F	10	6	60
(iv) Car Parking Space No.P29 on 2/F	1	8	8
(v) Motorcycle Parking Spaces Nos.MC1, MC2, MC3 and MC5 on 1/F	4	1	4
			-----
		<b>Sub-total :</b>	<b>162</b>
			-----
		<b>Total = (A)+(B) :</b>	<b>9,271</b>
			=====

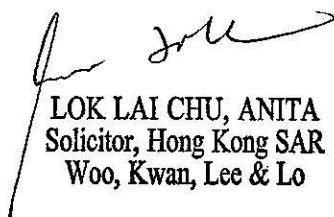
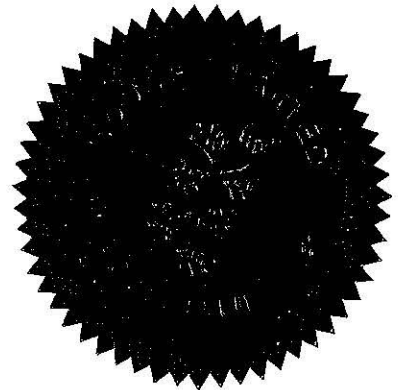
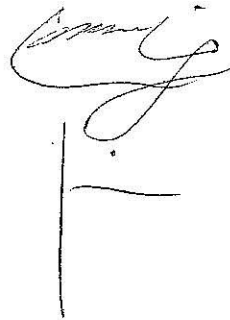
Notes : (1) Bal = Balcony  
(2) UP = Utility Platform  
(3) The 14/F, 24/F and 34/F are omitted

THE SIXTH SCHEDULE ABOVE REFERRED TO

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


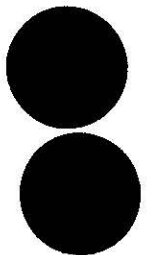
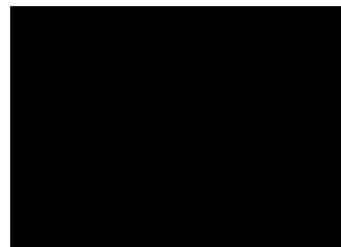
- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) plumbing system;
- (v) drainage system;
- (vi) fire services installations and equipment;
- (vii) electrical wiring system;
- (viii) lift installations;
- (ix) gas supply system;
- (x) window installations; and
- (xi) air-conditioning and ventilation system.

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



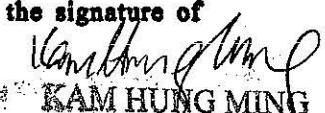
LOK LAI CHU, ANITA  
Solicitor, Hong Kong SAR  
Woo, Kwan, Lee & Lo

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



SAT CHE SANG  
Clerk to Messrs, Woo, Kwan, Lee & Lo  
Solicitors & c., Hong Kong SAR

I hereby verify the signature of  
SAT CHE SANG



KAM HUNG MING  
Solicitor, Hong Kong SAR  
WOO, KWAN, LEE & LO

INTERPRETED to the First Assignee by :-



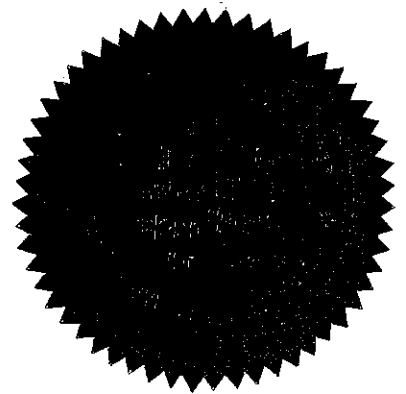
SAT CHE SANG  
Clerk to Messrs, Woo, Kwan, Lee & Lo  
Solicitors & c., Hong Kong SAR

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

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

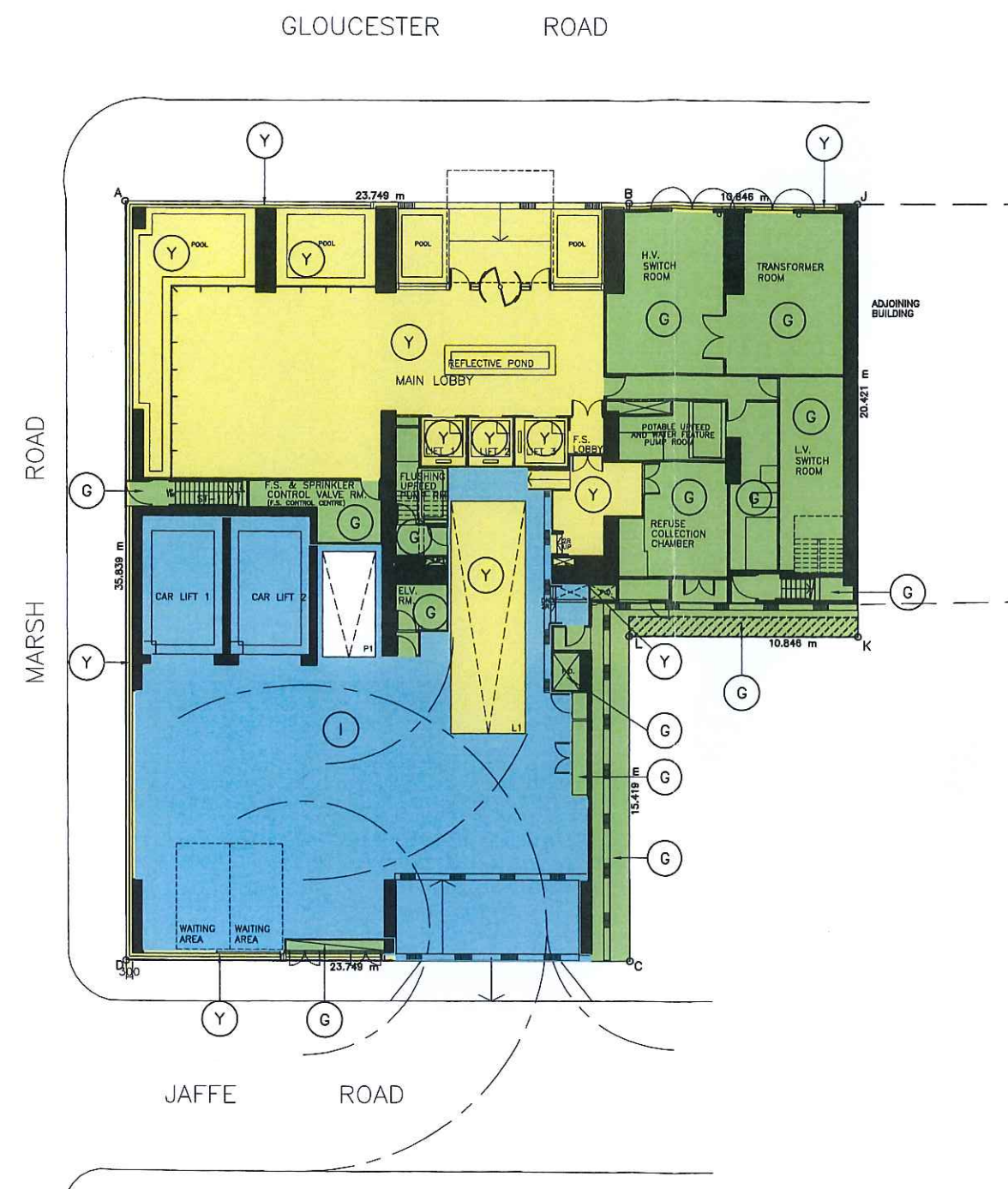
place 4

Sumb



LEGEND:

- G ESTATE COMMON AREAS
- Y RESIDENTIAL COMMON AREAS
- I CAR PARK COMMON AREAS
- C RIGHT OF WAY (FORMING PART OF ESTATE COMMON AREAS)



註冊摘要編號 M/N: 13061100990021 A3C

NOTE: THIS PLAN IS FOR IDENTIFICATION ONLY

NO. 212 GLOUCESTER ROAD, H.K.

GROUND FLOOR PLAN  
(PLAN DRAWING NO. DMC-01)

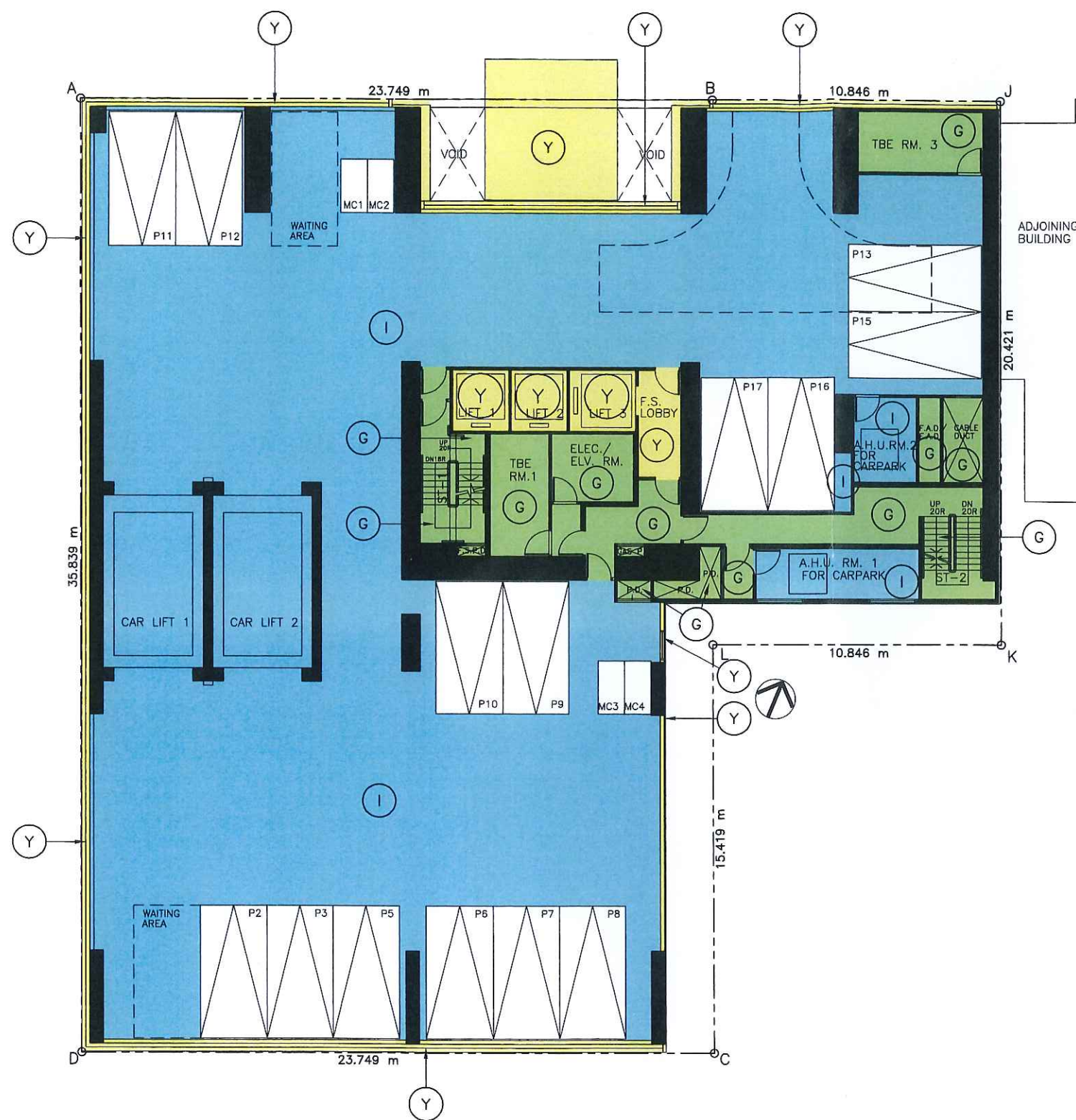
**Dennis Lau & Ng Chun Man**  
Architects & Engineers (H.K.) Ltd

劉榮廣伍振民 建築師事務所 (香港) 有限公司

COMMON AREAS SHOWN ON  
THIS PLAN CERTIFIED ACCURATE

  
ARTHUR, AU KIN TUNG  
AUTHORIZED PERSON





LEGEND:

- G ESTATE COMMON AREAS
- Y RESIDENTIAL COMMON AREAS
- I CAR PARK COMMON AREAS

NOTE: THIS PLAN IS FOR IDENTIFICATION ONLY

NO. 212 GLOUCESTER ROAD, H.K.

1/F PLAN  
(PLAN DRAWING NO. DMC-02)

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THIS PLAN CERTIFIED ACCURATE

ARTHUR, AU KIN TUNG  
AUTHORIZED PERSON





LEGEND:



- G ESTATE COMMON AREAS
- Y RESIDENTIAL COMMON AREAS
- I CAR PARK COMMON AREAS



註冊摘要編號 M/N: 13061100990021 A3C

NOTE: THIS PLAN IS FOR IDENTIFICATION ONLY

NO. 212 GLOUCESTER ROAD, H.K.

2/F PLAN  
(PLAN DRAWING NO. DMC-03)

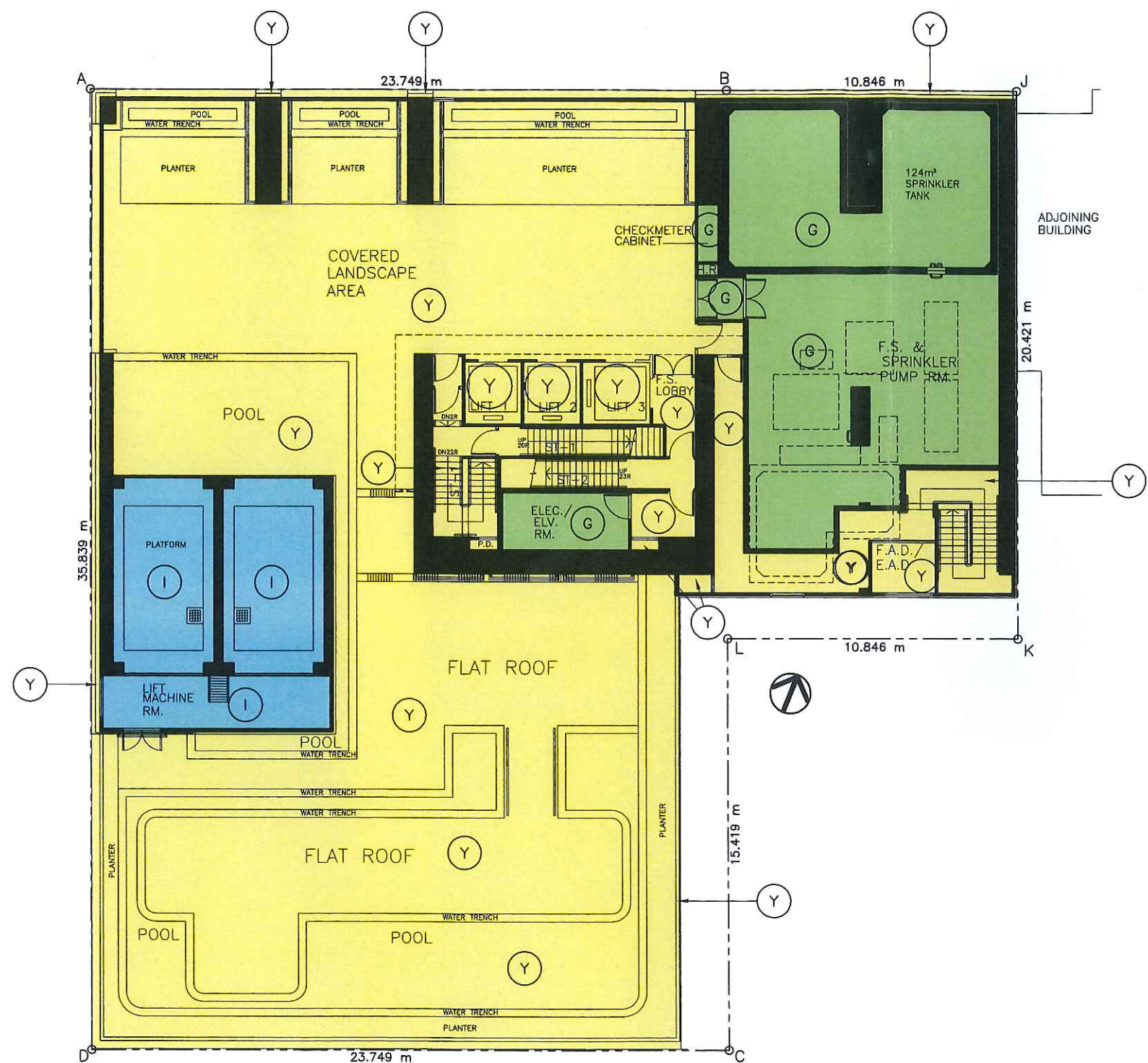
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AUTHORIZED PERSON






LEGEND:

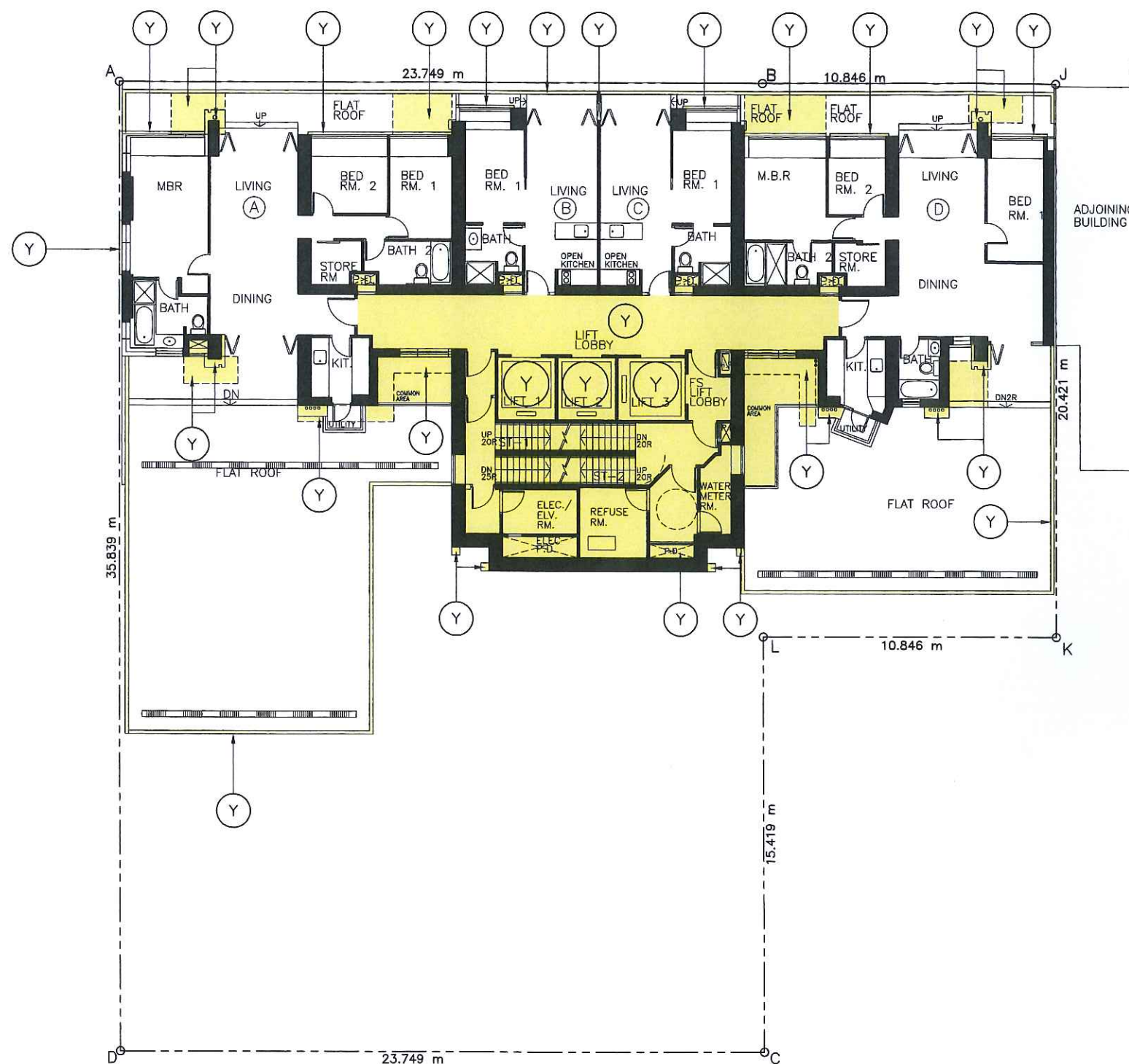
- G ESTATE COMMON AREAS
- Y RESIDENTIAL COMMON AREAS
- I CAR PARK COMMON AREAS



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<p>NO. 212 GLOUCESTER ROAD, H.K.</p>	<p>3/F PLAN (PLAN DRAWING NO. DMC-04)</p>	<p><b>Dennis Lau &amp; Ng Chun Man</b> Architects &amp; Engineers (H.K.) Ltd</p> <p>劉榮廣伍振民 建築師事務所 (香港) 有限公司</p>	<p>COMMON AREAS SHOWN ON THIS PLAN CERTIFIED ACCURATE</p> <p> ARTHUR, AU KIN TUNG AUTHORIZED PERSON</p>
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LEGEND: Y RESIDENTIAL COMMON AREAS



NOTE: THIS PLAN IS FOR IDENTIFICATION ONLY



NO. 212 GLOUCESTER ROAD, H.K.

5/F PLAN  
(PLAN DRAWING NO. DMC-05)

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註冊摘要編號 M/N: 13061100990021 A3C



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NO. 212 GLOUCESTER ROAD, H.K.

6/F TO 19/F PLAN  
(FLOOR NUMBER OF 14 NOT USED)  
(PLAN DRAWING NO. DMC-06)

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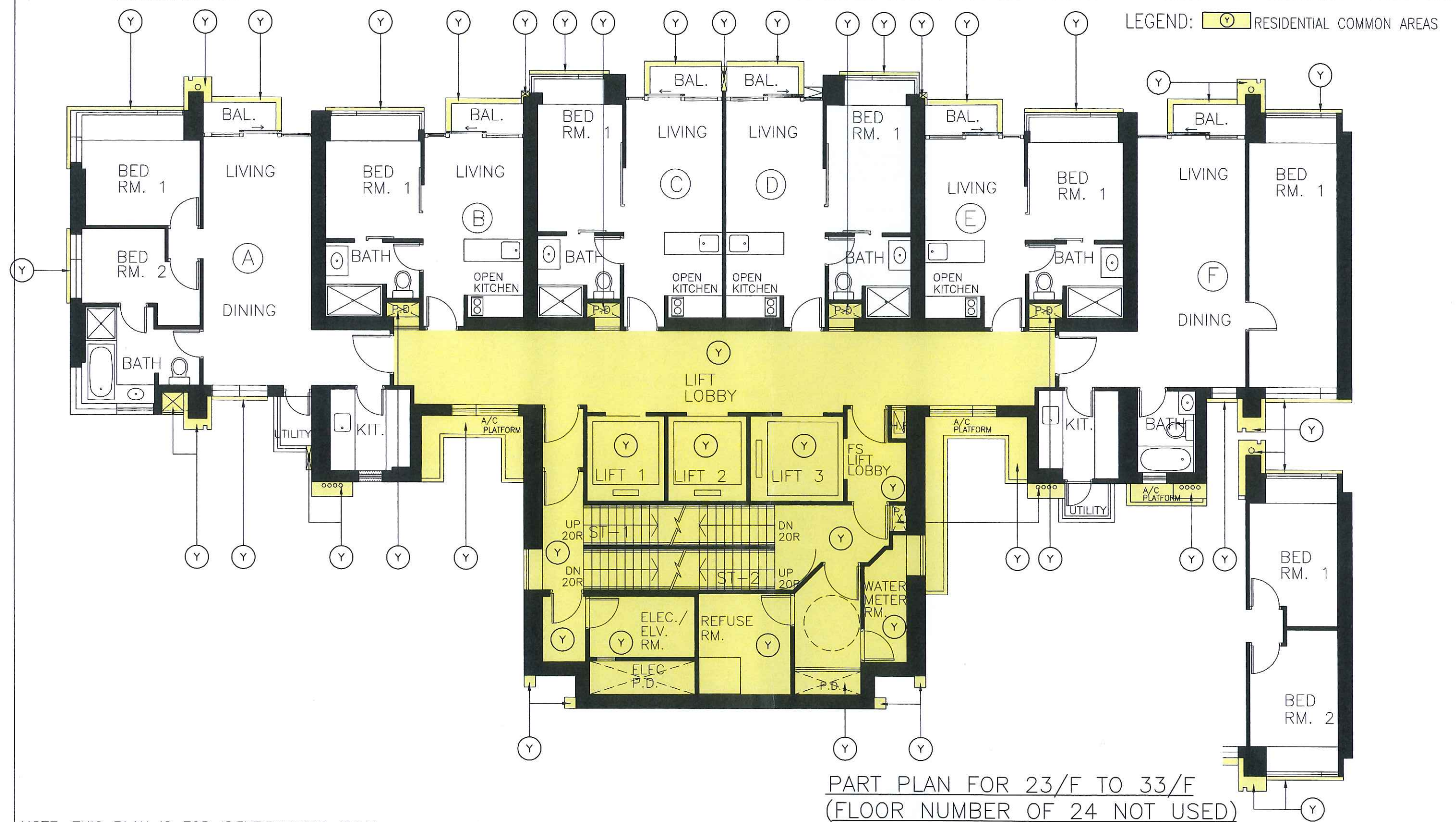
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AUTHORIZED PERSON





註冊摘要編號 M/N: 13061100990021 A3C



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PART PLAN FOR 23/F TO 33/F  
(FLOOR NUMBER OF 24 NOT USED)

NO. 212 GLOUCESTER ROAD, H.K.

20/F TO 33/F PLAN  
(FLOOR NUMBER OF 24 NOT USED)  
(PLAN DRAWING NO. DMC-07)

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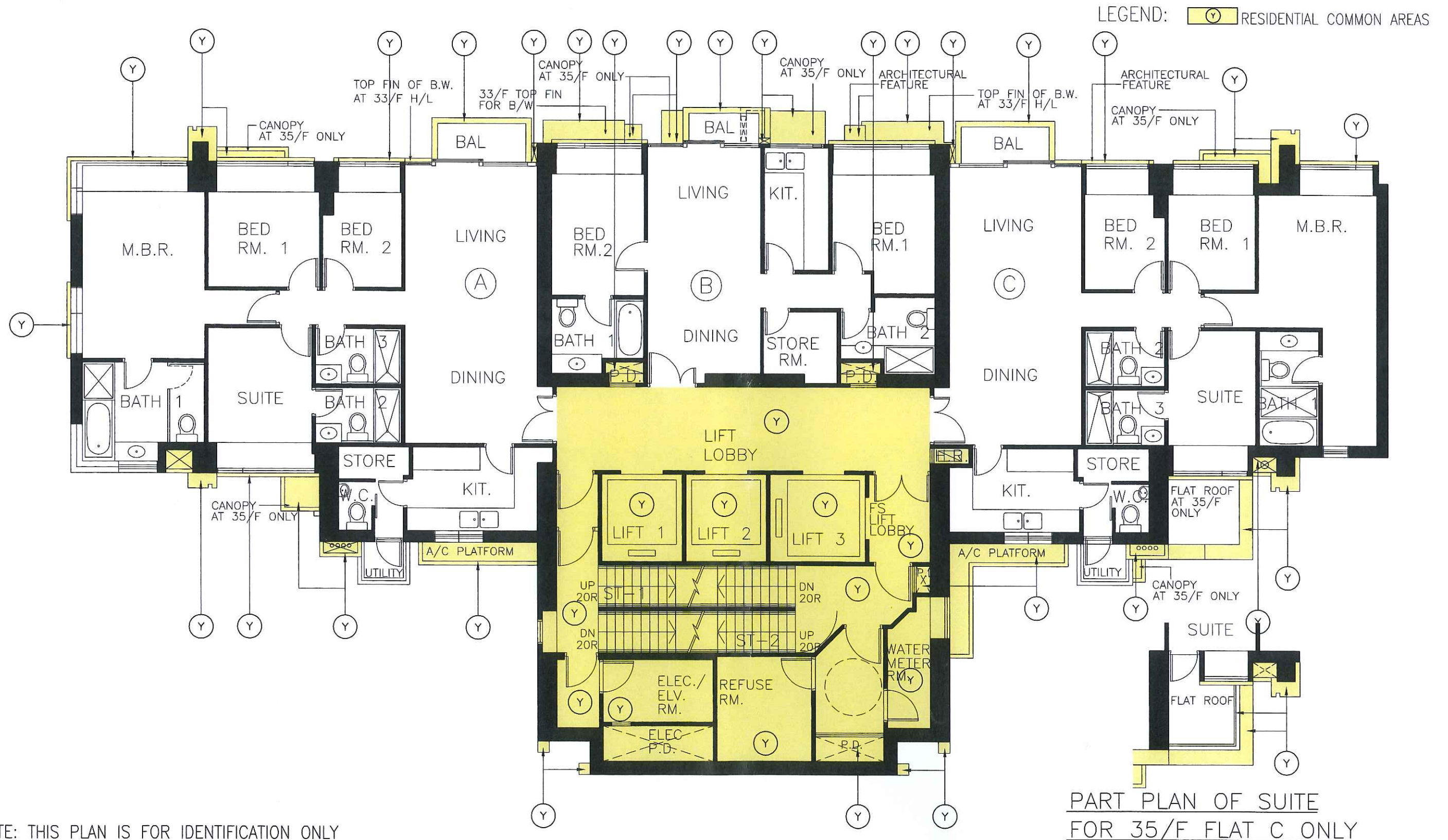
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AUTHORIZED PERSON





註冊摘要編號 M/N: 13061100990021 A3C



NO. 212 GLOUCESTER ROAD, H.K.

TYPICAL FLOOR PLAN  
35/F TO 38/F PLAN  
(PLAN DRAWING NO. DMC-08)

**Dennis Lau & Ng Chun Man**  
Architects & Engineers (H.K.) Ltd

劉榮廣伍振民 建築師事務所 (香港) 有限公司

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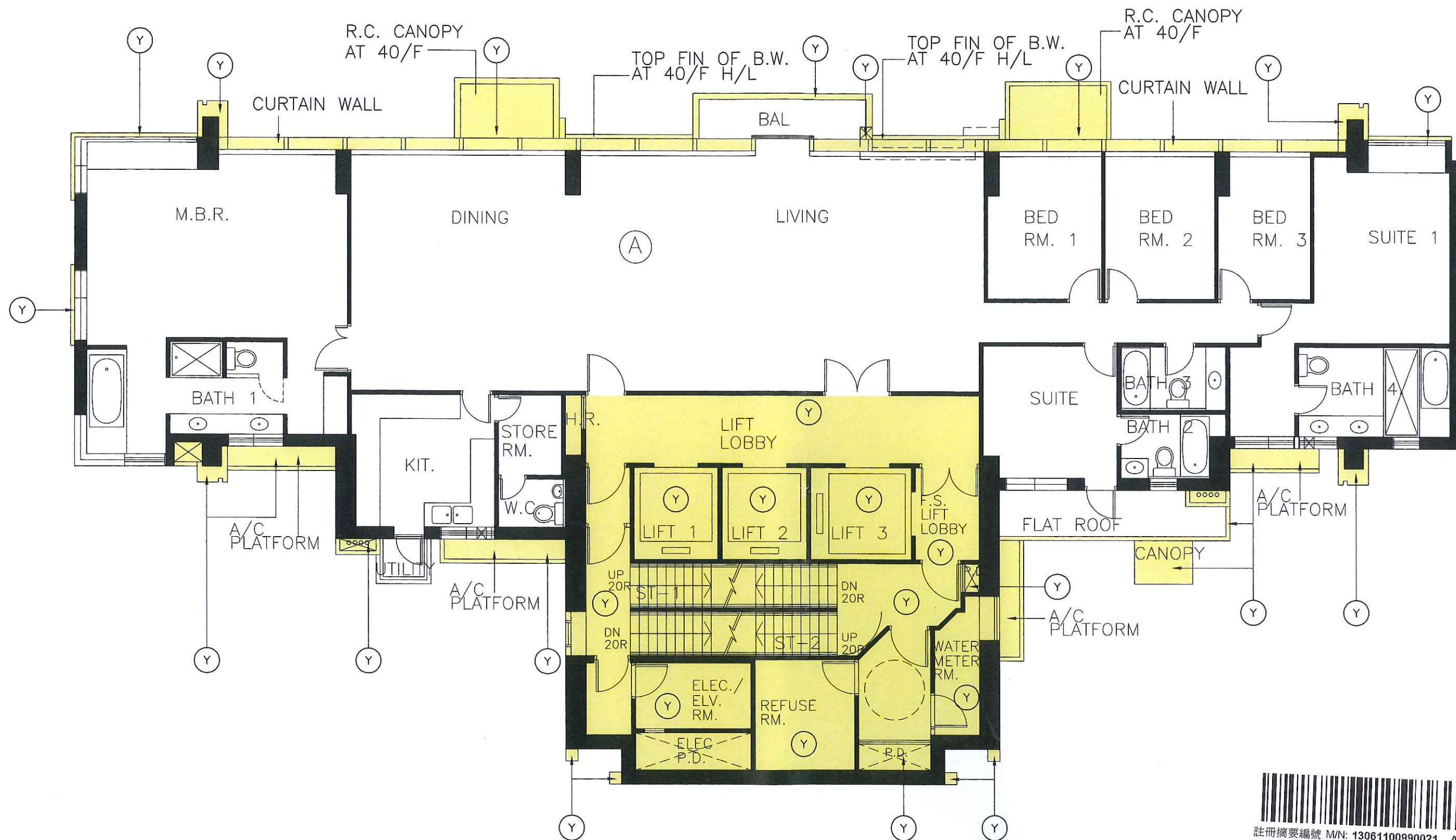
ARTHUR, AU KIN TUNG  
AUTHORIZED PERSON







LEGEND: (Y) RESIDENTIAL COMMON AREAS



NOTE: THIS PLAN IS FOR IDENTIFICATION ONLY



NO. 212 GLOUCESTER ROAD, H.K.

TYPICAL FLOOR PLAN  
41/F PLAN  
(PLAN DRAWING NO. DMC-10)

**Dennis Lau & Ng Chun Man**  
Architects & Engineers (H.K.) Ltd

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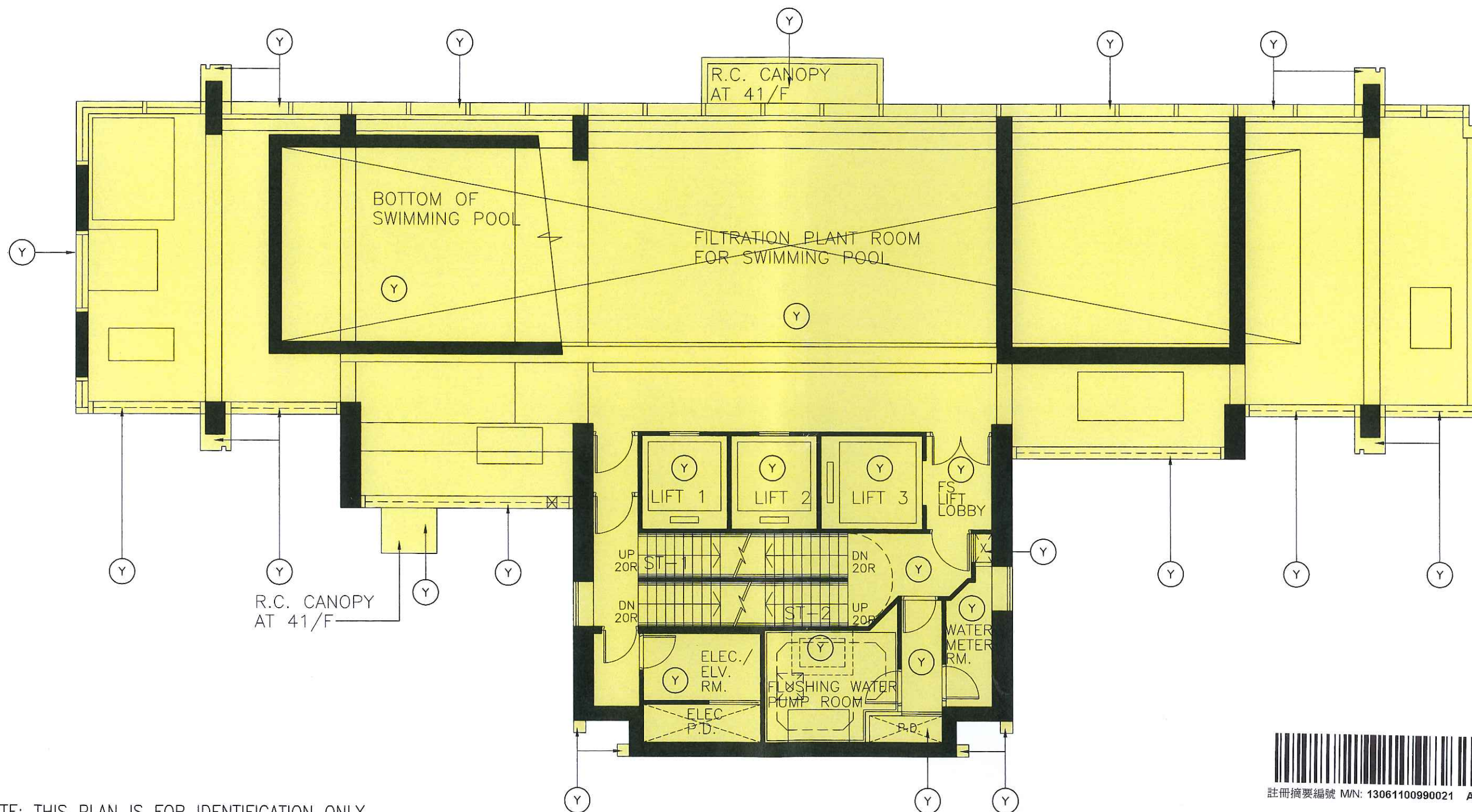
COMMON AREAS SHOWN ON  
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*(Signature)*  
ARTHUR, AU KIN TUNG  
AUTHORIZED PERSON



LEGEND:

Ⓨ RESIDENTIAL COMMON AREAS



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NO. 212 GLOUCESTER ROAD, H.K.

42/F PLAN  
(PLAN DRAWING NO. DMC-11)

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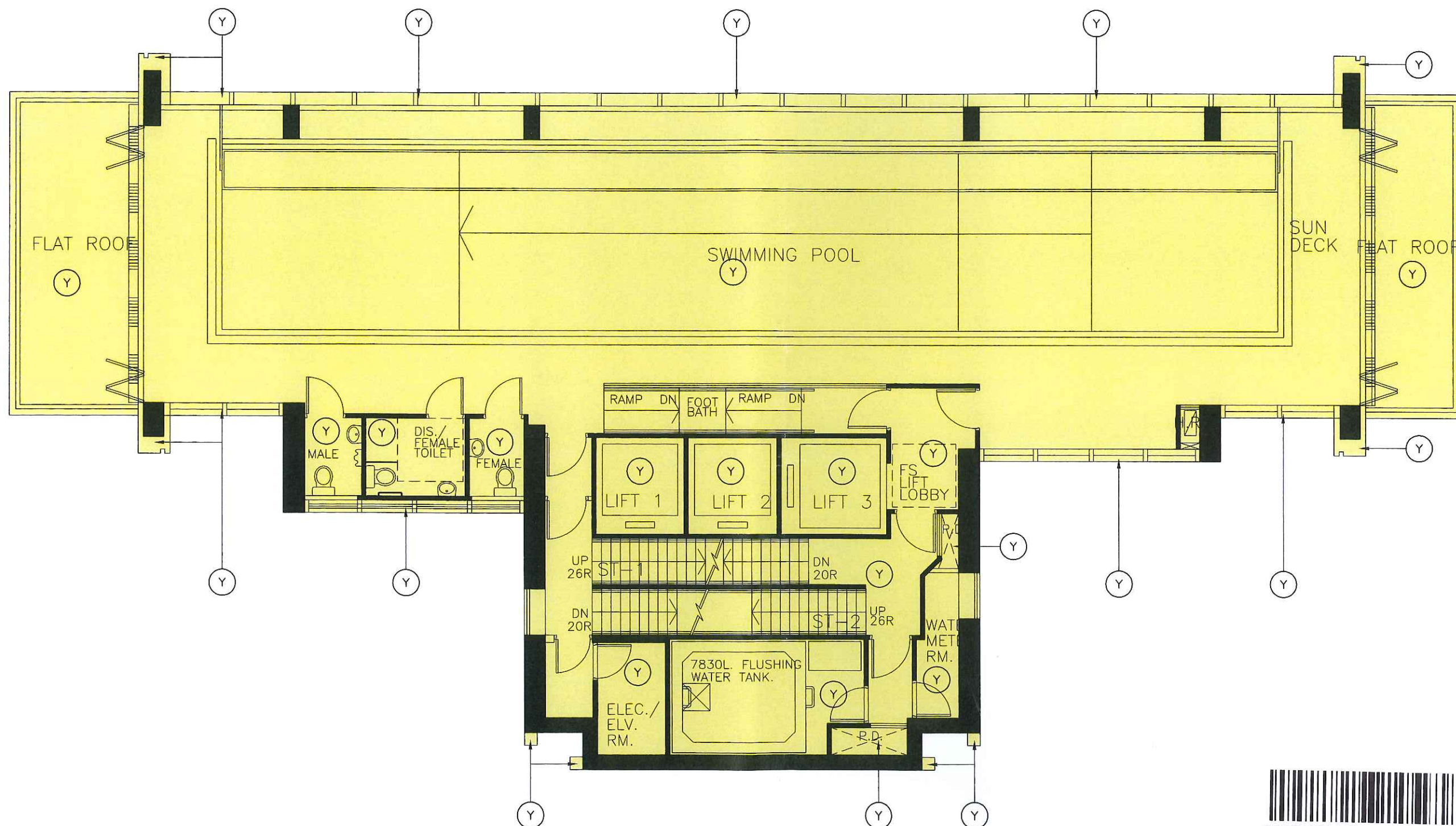
劉榮廣伍振民 建築師事務所 (香港) 有限公司

COMMON AREAS SHOWN ON  
THIS PLAN CERTIFIED ACCURATE

  
ARTHUR, AU KIN TUNG  
AUTHORIZED PERSON



LEGEND: (Y) RESIDENTIAL COMMON AREAS



NOTE: THIS PLAN IS FOR IDENTIFICATION ONLY



註冊摘要編號 M/N: 13061100990021 A3C

NO. 212 GLOUCESTER ROAD, H.K.

43/F FLOOR PLAN  
(PLAN DRAWING NO. DMC-12)

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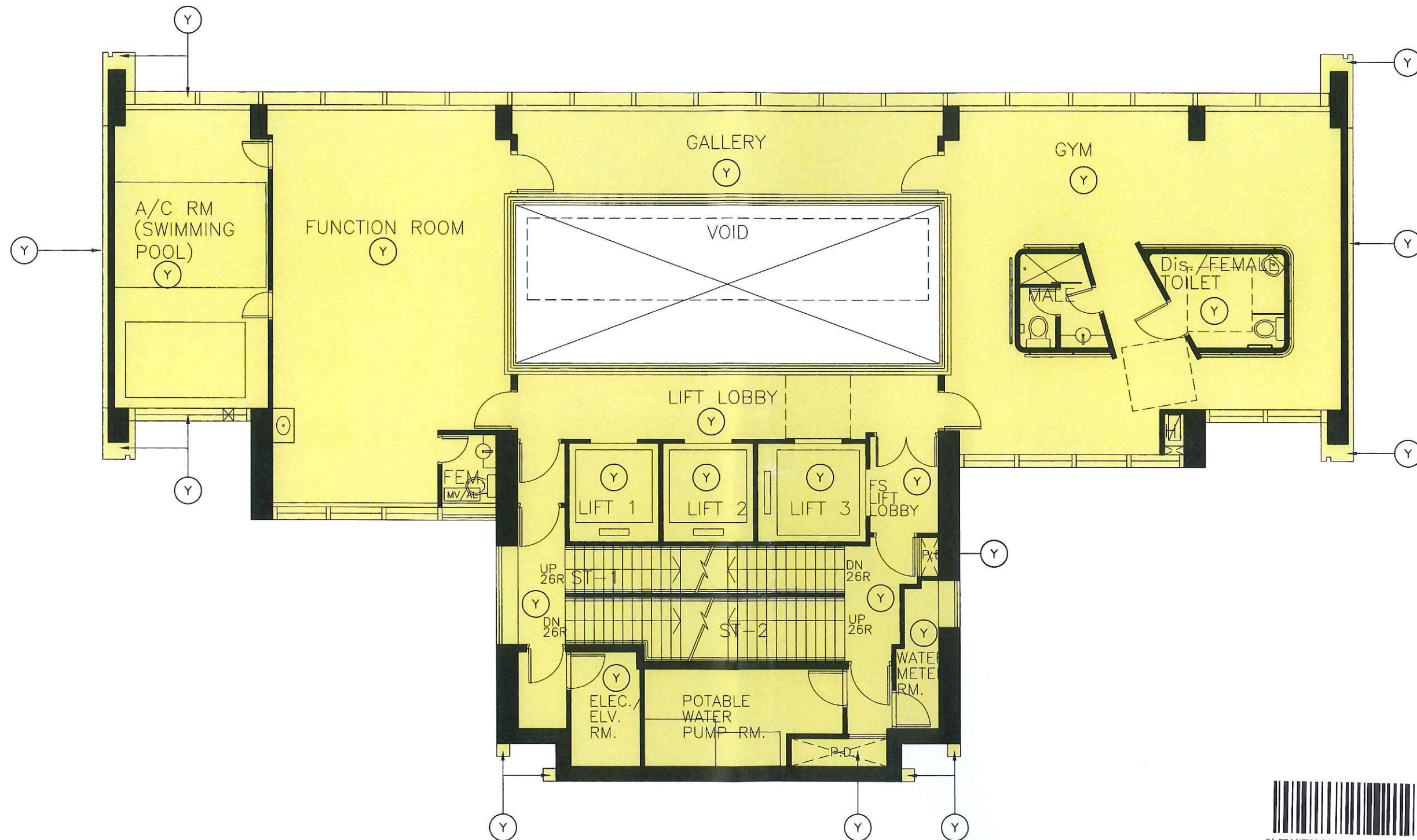
COMMON AREAS SHOWN ON  
THIS PLAN CERTIFIED ACCURATE

ARTHUR, AU KIN TUNG  
AUTHORIZED PERSON



LEGEND:

 RESIDENTIAL COMMON AREAS



NOTE: THIS PLAN IS FOR IDENTIFICATION ONLY



NO. 212 GLOUCESTER ROAD, H.K.

45/F PLAN  
(PLAN DRAWING NO. DMC-13)

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COMMON AREAS SHOWN ON  
THIS PLAN CERTIFIED ACCURATE

  
ARTHUR, AU KIN TUNG  
AUTHORIZED PERSON

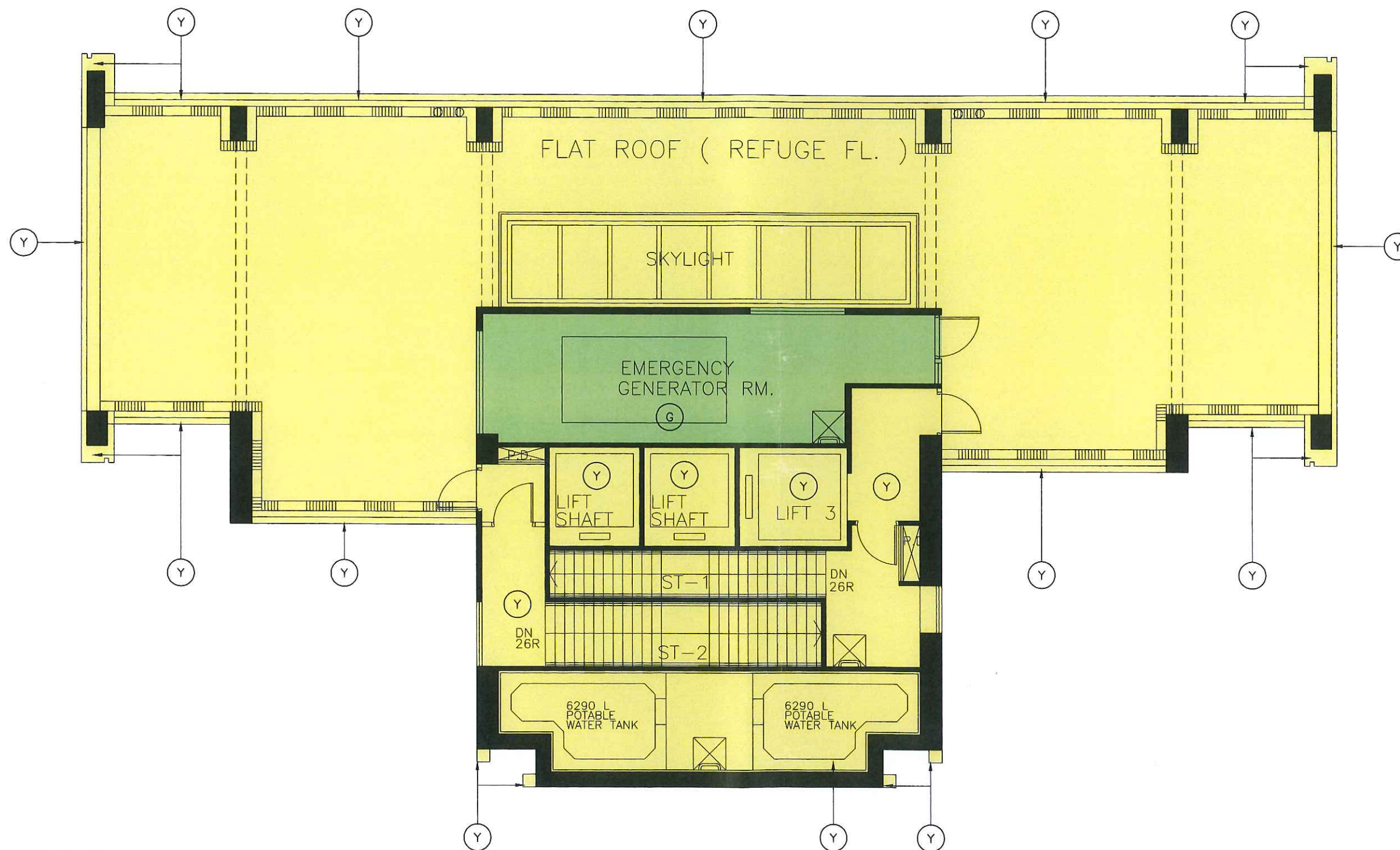




註冊摘要編號 M/N: 13061100990021 A3C

LEGEND:  ESTATE COMMON AREAS

 RESIDENTIAL COMMON AREAS



NOTE: THIS PLAN IS FOR IDENTIFICATION ONLY

NO. 212 GLOUCESTER ROAD, H.K.

ROOF FLOOR PLAN  
(PLAN DRAWING NO. DMC-14)

**Dennis Lau & Ng Chun Man**  
Architects & Engineers (H.K.) Ltd

劉榮廣伍振民 建築師事務所 (香港) 有限公司

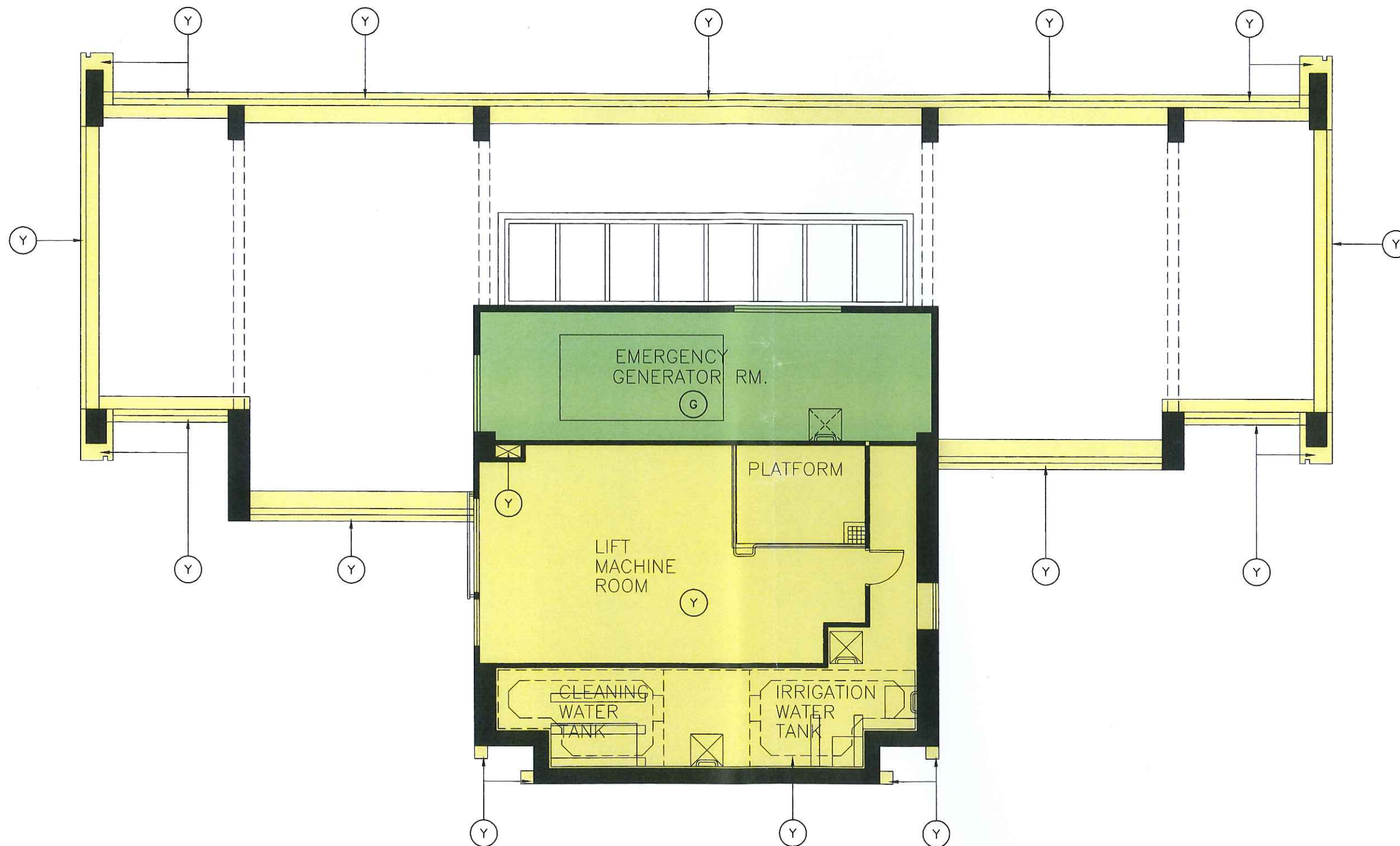
COMMON AREAS SHOWN ON  
THIS PLAN CERTIFIED ACCURATE

  
ARTHUR, AU KIN TUNG  
AUTHORIZED PERSON





LEGEND: G ESTATE COMMON AREAS  
Y RESIDENTIAL COMMON AREAS



NOTE: THIS PLAN IS FOR IDENTIFICATION ONLY

NO. 212 GLOUCESTER ROAD, H.K.

UPPER ROOF FLOOR PLAN  
(PLAN DRAWING NO. DMC-15)

**Dennis Lau & Ng Chun Man**  
Architects & Engineers (H.K.) Ltd

劉榮廣伍振民 建築師事務所 (香港) 有限公司

COMMON AREAS SHOWN ON  
THIS PLAN CERTIFIED ACCURATE

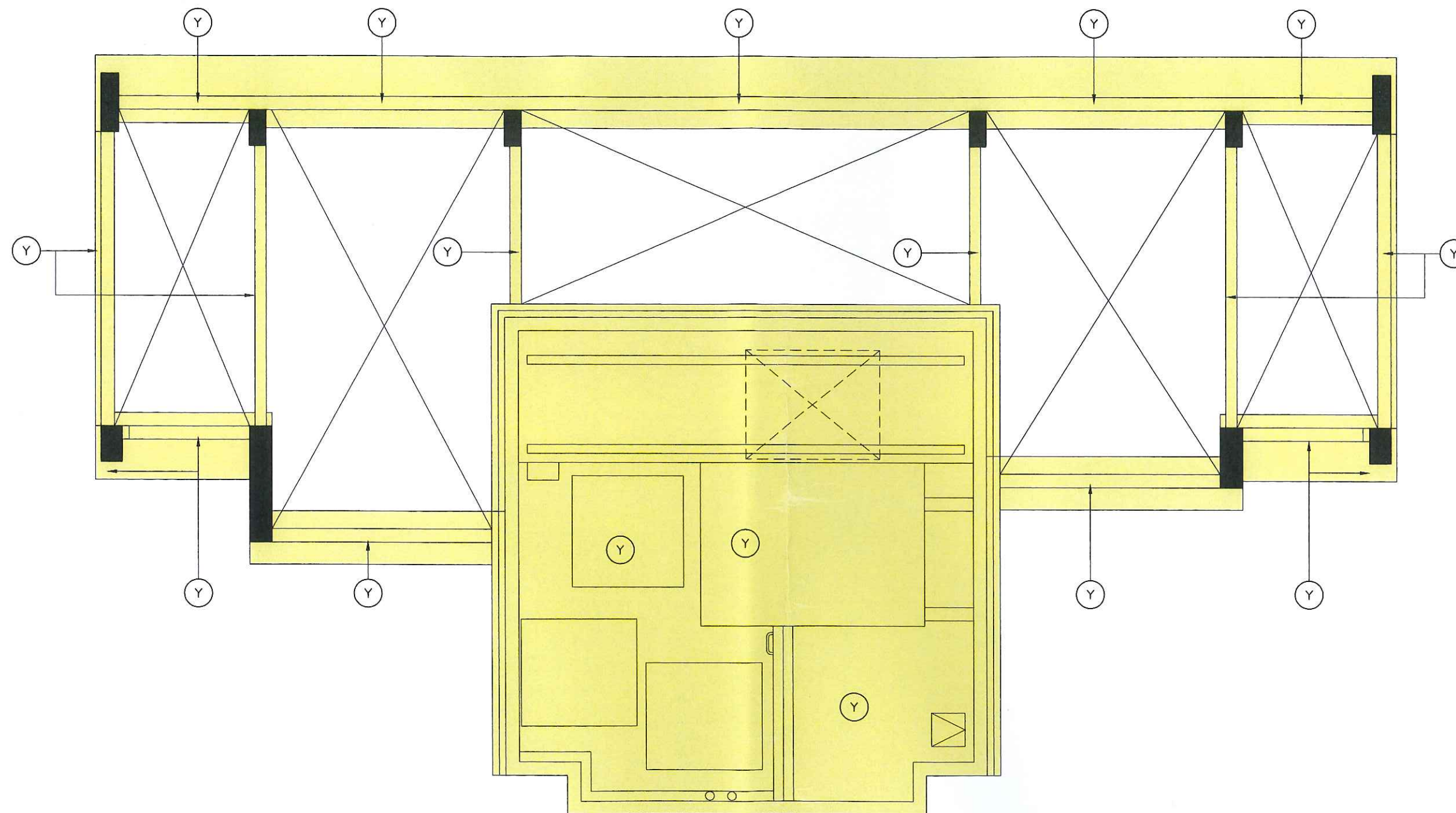
  
ARTHUR, AU KIN TUNG  
AUTHORIZED PERSON



註冊摘要編號 M/N: 13061100990021 A3C

LEGEND:

RESIDENTIAL COMMON AREAS



NOTE: THIS PLAN IS FOR IDENTIFICATION ONLY


NO. 212 GLOUCESTER ROAD, H.K.

TOP ROOF PLAN  
(PLAN DRAWING NO. DMC-16)

**Dennis Lau & Ng Chun Man**  
Architects & Engineers (H.K.) Ltd

劉榮廣伍振民 建築師事務所 (香港) 有限公司

COMMON AREAS SHOWN ON  
THIS PLAN CERTIFIED ACCURATE

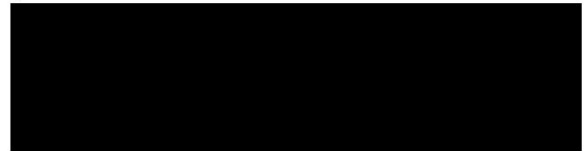
  
ARTHUR, AU KIN TUNG  
AUTHORIZED PERSON



DATED the 22nd day of May 2013

INTELLIGENT HOUSE LIMITED

AND



AND

MIRAMAR HOTEL AND PROPERTY  
MANAGEMENT COMPANY LIMITED

DEED OF MUTUAL COVENANT incorporating  
MANAGEMENT AGREEMENT

in respect of

Subsection 2 of Section A of Marine Lot No.436 and  
Section F of Marine Lot No.435



註冊摘要編號 Memorial No.:

**13061100990021**

本文書於2013年6月11日在土地註冊處  
以上述註冊摘要編號註冊。

This instrument was registered in the  
Land Registry by the above Memorial  
No. on 11 June 2013.

A handwritten signature in blue ink, belonging to the Land Registrar.

土地註冊處處長  
Land Registrar

I hereby certify that this is  
a true and complete copy of  
the original.  
Dated the 28 JUN 2013

KAM HUNG MING

Solicitor, Hong Kong SAR  
Woo, Kwan, Lee & Lo

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