

THIS DEED is made the day of

BETWEEN :-

- (1) SUPREME HERO LIMITED (崇英有限公司) whose registered office is situate at 72nd - 76th Floor, 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) [] () (Holder of [] No. []) of [] Hong Kong ("the First Assignee" which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns) of the second part, and
- (3) H-PRIVILEGE LIMITED (尊家管業有限公司) whose registered office is situate at 72nd - 76th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong ("the Manager" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part.

DEFINITIONS :-

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

“Advertising Spaces” means the advertising signage spaces respectively shown and coloured indigo cross-hatched black and violet cross-hatched black and marked “Advertising Signage Space 1” and “Advertising Signage Space 2” on the Elevation Plan marked Plan No.DMC-10 annexed to this Deed for the display or affixing of advertisements (whether illuminated or not) or for such other purpose(s) as the Owner(s) thereof may deem fit from time to time.

“Building Plans” means the general building plans and specifications in respect of the Estate approved by the Building Authority under Ref. No. BD2/3022/10 and includes any approved amendments thereto from time to time.

“Commercial Air-conditioner Platforms” means the flat roof and air-conditioner platform respectively shown and coloured indigo hatched black and violet hatched black and marked “Flat Roof 1” and “Air-conditioner Platform 2” on the 1st Floor Plan and the 2nd Floor Plan marked Plan Nos.DMC-02 and DMC-03 annexed to this Deed for the placing of air-conditioning units or for such other purpose(s) as the Owner(s) thereof may deem fit from time to time.

“Commercial Spaces” means the spaces respectively shown and coloured indigo and violet and marked “Space 1” and “Space 2” on the Ground Floor Plan marked Plan No.DMC-01 annexed to this Deed for commercial use.

"Commercial Unit" means a Unit intended for commercial use in accordance with the Building Plans including but not limited to

- (a) all shop front, glazing, window panes, window frames, doors, door frames, louvers, louver frames;
- (b) the internal walls and partitions (whether load bearing or structural or not) of or within the Commercial Unit;
- (c) the inner half of any wall (other than the external walls of the podium of the Estate (including the rear walls of the Commercial Units)) and partition (whether load bearing or structural or not) of or within the Commercial Unit separating the Commercial Unit or any part thereof from any other part(s) of the Estate;
- (d) the rear walls (whether load bearing or structural or not) of the Commercial Unit facing the service lane;
- (e) the columns, beams, floor slabs (and in the event the floor slab is separating the Commercial Unit from other part or parts of the Estate, the upper half of such floor slab together with the water-proofing system on top of it), ceiling slabs (and in the event the ceiling slab is separating the Commercial Unit from other part or parts of the Estate, the lower half of such ceiling slab) and other structural supports of or within the Commercial Unit;
- (f) such part or parts of the Advertising Spaces appertaining to the Commercial Unit;
- (g) such part or parts of the Commercial Air-conditioner Platforms appertaining to the Commercial Unit; and
- (h) such part or parts of the Commercial Spaces appertaining to the Commercial Unit.

AND Commercial Units shall be construed accordingly.

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

"Commercial Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Commercial Units as a whole and not in relation to any particular part or parts thereof.

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

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

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

"Estate" means the whole of the development comprising, inter alia, the Residential Development and the Commercial Units erected on the Land in accordance with the Building Plans known as The Hemispheres (維峯).

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

(a) such foundations, columns, beams, slabs and other structural supports and elements that do not belong to or form part of the Commercial Units or the Residential Units;

(b) the external walls of the podium of the Estate including

(1) the claddings and the architecture fins and features thereon; and

(2) the curtain wall system thereof

BUT excluding

(1) such part of the external walls (including the curtain wall system thereof) as shown and coloured green on the Elevation Plan marked Plan No.DMC-10 annexed to this Deed;

(2) the Advertising Spaces;

(3) the Commercial Air-conditioner Platforms; and

(4) the parapet walls surrounding the flat roofs of the Residential Units on the Third Floor of the Estate;

(c) areas for the installation or use of aerial broadcast distribution or telecommunications network facilities; and

(d) all those areas which for the purpose of identification only are shown and coloured yellow on the plans marked Plan Nos.DMC-01 to DMC-10 (both inclusive) annexed to this Deed.

"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 which do not form part of the Residential Common Facilities and are intended for the common use and benefit of the Estate as a whole and not just any particular part thereof and which subject to the provisions of this Deed are to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate and includes but not limited to the communal aerial, 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 (except the Residential Development and the Commercial Units) and in particular the Estate Common Areas and Facilities.

"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.

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

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

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

"Government Grant" means four new Government leases in respect of the Land deemed to have been granted under and by virtue of the Government Leases Ordinance (Cap.40) each for the further term of 75 years commencing from the 19th day of December 1979 upon the expiry of the original term of 75 years as created by four original Government Leases respectively dated the 3rd day of August 1932, the 28th day of June 1932, the 23rd day of May 1932 and the 27th day of June 1932.

"Land" means all those pieces or parcels of ground registered in the Land Registry as The Remaining Portion of Inland Lot No.3320, The Remaining Portion of Inland Lot No.3321, The Remaining Portion of Inland Lot No.3322 and The Remaining Portion of Inland Lot No.3323.

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

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

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

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

"Management Expenses" means collectively the Estate Management Expenses, the Residential Management Expenses and the Commercial Management Expenses.

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

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

"Manager's Fee" means the remuneration of the Manager as hereinafter and in any Sub-Deed provided.

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

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

"Open Kitchen Unit" means a Residential Unit of which the kitchen is of open kitchen design in that the kitchen is not separated from the rest of the Residential Unit by full enclosure comprising walls and door. The Open Kitchen Units are Flats A, B, C, D and E on the Third Floor, the Fifth Floor to the Twelfth Floor (both inclusive), the Fifteenth Floor to the Twenty-third Floor (both inclusive) and the Twenty-fifth Floor to the Twenty-nine Floor (both inclusive) of the Estate, AND Open Kitchen Units shall be construed accordingly.

"Owner" means and includes each person in whom for the time being any Undivided Share is vested and is registered as such under the Land Registration Ordinance 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' incorporation of the Estate formed in accordance with the provisions of the Building Management Ordinance (Cap. 344).

"Recreational Areas and Facilities" means and includes the clubhouse and other recreational and landscaped areas and facilities (if any) of or within the Estate for use by the Owners or Occupiers of the Residential Units and their bona fide visitors, which form part of the Residential Common Areas and Facilities.

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

- (a) the external walls of the residential tower of the Estate not forming part of the Residential Units including
 - (1) the architecture fins and features thereon;
 - (2) the air-conditioner platforms (including the louvers thereof (if any)) adjacent to the Residential Units;
- and

(3) the curtain wall system of the residential tower of the Estate (except (i) the openable parts of the curtain wall system and (ii) such pieces of glass panels wholly enclosing or fronting a Residential Unit, which said openable parts and glass panels shall form parts of the relevant Residential Units);

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

(b) the external walls of the podium of the Estate as shown and coloured green on the Elevation Plan marked Plan No.DMC-10 annexed to this Deed.

(c) the fire-rated glass wall on the roof of the Estate; and

(d) all those areas which for the purpose of identification only are shown and coloured green on the plans marked Plan Nos.DMC-01 to DMC-10 (both inclusive) annexed to this Deed.

For the avoidance of doubt, any glass panel forming part of the curtain wall system of the residential tower of the Estate that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas.

"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 and which subject to the provisions of this Deed are 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, 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 those parts of the Estate comprising the Residential Units and the Residential Common Areas and Facilities.

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

"Residential Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Residential Development as a whole but not any particular Residential Unit, and in particular the Residential Common Areas and Facilities.

"Residential Unit" means a Unit intended for residential use in accordance with the Building Plans including but not limited to

(a) the openable parts and such pieces of glass panels (i) forming part of the curtain wall system of the residential tower of the Estate and (ii) wholly enclosing or fronting the Residential Unit (if any); and

(b) the internal walls and partitions (whether load bearing or structural or not) of or within the Residential Unit;

- (c) the inner half of any wall (other than the external walls of the residential tower of the Estate) and partition (whether load bearing or structural or not) of or within the Residential Unit separating the Residential Unit or any part thereof from any other part(s) of the Estate;
- (d) the columns, beams, floor slabs (and in the event the floor slab is separating the Residential Unit from other part or parts of the Estate, the upper half of such floor slab together with the water-proofing system on top of it), ceiling slabs (and in the event the ceiling slab is separating the Residential Unit from other part or parts of the Estate, the lower half of such ceiling slab) and other structural supports of or within the Residential Unit; and
- (e) the glass balustrades, metal balustrades or railings of the balconies, utility platforms, flat roofs or specified parts of roofs held with and forming part of such Residential Unit as approved under the Building Plans

AND Residential Units shall be construed accordingly.

"Special Funds" means funds to be established and kept by the Manager in accordance with Clause 19 of this Deed and in the singular means one of the Special Funds.

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

"Undivided Shares" means those equal undivided parts or shares of and in the Land and of and in the Estate allocated in accordance with the provisions of this Deed or in accordance with any Sub-Deed.

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

"Works and Installations" means all major works and installations in the Estate as set out in the Fifth Schedule hereto which will require regular maintenance on a recurrent basis.

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

WHEREAS :-

- (1) Immediately prior to the Assignment to the First Assignee hereinafter referred to, the First Owner was the registered owner and in possession of the Land which is held under the Government Grant.
- (2) The First Owner has developed the Land in accordance with the Building Plans.
- (3) For the purposes of sale the Land and the Estate have been notionally divided into 4,900 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 Land and the Estate.
- (6) In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter gender and words importing persons shall include corporations and vice versa and references to Clauses, Sub-clauses and Schedules shall be references to clauses, sub-clauses and schedules of this Deed.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

RIGHTS AND OBLIGATIONS OF OWNERS

1. The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Land and the Estate together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the First Assignee's Unit assigned to the First Assignee as aforesaid and the Common Areas and Facilities and SUBJECT TO the rights and privileges granted to the First Assignee by the said Assignment AND SUBJECT TO the provisions of this Deed so far as they are still subsisting.
2. The First Assignee shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the First Assignee's Unit assigned to the First Assignee by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.
3. Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy a Unit or any part of the Estate and to receive rents and profits therefrom shall be held by the Owner or Owners from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the Second Schedule hereto and the express covenants and provisions herein contained.
4. The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the Third Schedule hereto so far as the same relate to such Undivided Share held by him or them.
5. Subject to the Government Grant and this Deed, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided

Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such Unit or part or parts of the Estate which may be held therewith PROVIDED THAT any such sale, assignment, mortgage, charge, lease or licence shall be made expressly subject to and with the benefit of this Deed.

6.
 - (a) The right to the exclusive use, occupation and enjoyment of any Unit or part of the Land and the Estate shall not be sold, assigned, mortgaged, charged or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause shall, subject to the Government Grant, not extend to leases, tenancies or licenses in respect of any Unit or part of the Land.
 - (b) The right to the exclusive use, occupation and enjoyment of a flat roof or roof, if any, shall not be sold, assigned, mortgaged, charged, leased, licensed or otherwise dealt with separately from the Residential Unit with which the flat roof or roof is held.
 - (c) The right to the exclusive use, occupation and enjoyment of the Commercial Air-conditioner Platforms, the Commercial Spaces and the Advertising Spaces shall not be sold, assigned, mortgaged, charged, leased, licensed or otherwise dealt with separately from the relevant Commercial Units with which the Commercial Air-conditioner Platforms, the Commercial Spaces and the Advertising Spaces are held.
7.
 - (a) Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit.
 - (b) The Owner of any Residential Unit together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
 - (c) In each of the above cases the right and liberty shall be subject to the provisions of this Deed, the rights of the Manager and the Estate Rules relating thereto.

SECTION II

ADDITIONAL RIGHTS OF THE FIRST OWNER

8. Each and every Owner covenants with the First Owner to 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 Land and the Estate and any interest therein that the First Owner shall for as long as it remains

the beneficial owner of any Undivided Share (and in addition to any other rights which it may have reserved under the said Assignment to the First Assignee or otherwise) have the sole, absolute and exclusive right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit and without the consent or concurrence of any other Owners, the Owners' Committee, the Owners' Incorporation or the Manager (save as otherwise restricted as in below) to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto and conferred upon the First Owner:-

- (a) The right to apply to, negotiate and agree with the Government to amend, vary or modify the Government Grant (including any plans annexed thereto) or any conditions thereof from time to time in such manner as the First Owner may deem fit without the concurrence or approval of any Owner and to execute any modification letter, no-objection letter, deed of variation or any other modification document(s) in connection therewith in the name of the First Owner alone without the necessity of joining in any other Owner and any such amendment or variation or modification shall be binding on the Owners Provided That such amendment, variation or modification will not interfere with the Owners' right to the exclusive use occupation and enjoyment of their Units.
- (b) The right at any time hereafter subject to the approval of the Building Authority (if required) to change, amend, vary, add to or alter the Building Plans Provided That such change, amendment, variation, addition or alteration will not interfere with the Owners' right to the exclusive use occupation and enjoyment of their Units and to carry out the construction works in accordance with such amended Building Plans and to do everything necessary therefor or incidental thereto. In exercise of the right under this Clause, the First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused.
- (c) The right to enter into one or more Sub-Deed(s) in respect of any part or parts of the Estate exclusively owned by the First Owner without joining in Owners of other parts of the Estate Provided That the provisions of such Sub-Deed(s) shall not contradict the provisions herein nor affect the rights, interests or obligations of any Owner not bound by such Sub-Deed(s) And Provided That such Sub-Deed(s) shall be drafted in accordance with the guidelines for drafting deeds of mutual covenants from time to time issued by the Law Society except where to comply with these guidelines, a Sub-Deed would then be in conflict with the provisions of this Deed, then these guidelines need not be complied with to the extent necessary to avoid any such conflict.
- (d) The right to effect surrender and/or dedication of any part or parts of the Land and/or the Estate to the Government either pursuant to the Government Grant or whenever required by the Government so to do and the First Owner shall be at liberty to surrender to the Government or dedicate the same for public use in such form and manner as it shall in its absolute discretion think fit free from any claim or demand of any Owner including but

without limitation any claim for compensation Provided That an Owner's right to hold use occupy and enjoy his Unit shall not be adversely affected.

- (e) The right to assign the Undivided Shares relating to the Common Areas and Facilities or any part or parts thereof to the Manager free of cost or consideration to be held on trust for all the Owners subject to this Deed. The Manager shall hold such Undivided Shares as trustee for all Owners for the time being.
- (f) Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to designate and declare by deed any area or part or parts of the Estate the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be additional Estate Common Areas and Facilities or Residential Common Areas and Facilities whereupon with effect from such designation and declaration such additional Estate Common Areas and Facilities and Residential Common Areas and Facilities (as the case may be) shall form part of the Estate Common Areas and Facilities and Residential Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Estate Common Areas and Facilities or Residential Common Areas and Facilities (as the case may be) PROVIDED THAT in making such designation and declaration the First Owner shall not unreasonably interfere with or affect an Owner's exclusive right to hold, use and enjoy the Unit which such Owner owns PROVIDED FURTHER THAT no Owner (including the First Owner) and the Manager shall re-convert or re-designate the aforesaid common areas and facilities to his or its own use and benefit.
- (g) 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, including, without limitation, microwave distribution systems, aerials, dishes, antennae, transmitters, transponders, receivers, tuners and the ancillary equipment and connections thereto and other fixtures or structures of whatsoever kind on or within any part or parts of the Common Areas and the right to enter into and upon any part of the Land and the Estate with or without workmen and equipment at all reasonable times on giving prior reasonable written notice (except in the case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do to any other person on such terms as the First Owner may deem fit PROVIDED ALWAYS THAT the exercise of any of such rights shall not unreasonably interfere with the exclusive use of the Unit which other Owners own and any consideration received therefor shall be credited to the Special Funds.
- (h) The right to utilize in whole or in part the balance of the maximum plot ratio of the Land from time to time and at any time permitted under the Building Ordinance (Cap.123) or

under the Government Grant or otherwise including any concessions or bonus which may be granted by the Building Authority or obtained as a result of modification of the Government Grant.

9. (a) The Owners hereby jointly and severally and irrevocably APPOINT the First Owner to be their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their acts and deeds deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 8 with the full power of delegation and the Owners hereby further jointly and severally and irrevocably undertake to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.
- (b) Each Assignment of the Unit shall include a covenant in substantially the following terms : "The Purchaser covenants with the Vendor for itself and as agent for Supreme Hero Limited ("the Company" which expression shall include its successors assigns and attorneys) to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Covenanting Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") and shall enure for the benefit of the Estate and be enforceable by the Company and its successors and assigns that :-
- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 8 of a Deed of Mutual Covenant and Management Agreement dated the [] day of [] and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
 - (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
 - (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or

incidental to the exercise of the rights conferred on the Company as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and

- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

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

SECTION III

MANAGER AND MANAGEMENT CHARGES

- 10. (a) Subject to the provisions of the Building Management Ordinance (Cap.344), the parties hereto have agreed with the Manager for the Manager to undertake the management and maintenance of the Land and the Estate for an initial term of 2 years from the date of this Deed and to be continued thereafter Provided That nothing herein shall restrict or prohibit the termination of the appointment of the Manager during such initial term or at any time thereafter under the following circumstances :-
 - (i) the appointment is terminated by the Manager by giving not less than 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 and Facilities) at a general meeting convened for the purpose to remove the Manager without compensation by the Owners' Committee giving to the Manager not less than 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 passed by 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 in aggregate who are entitled to vote 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 notice 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; or by leaving the notice at the address of the registered office of the Owners' Incorporation.
- (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) 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 ends; and a balance sheet as at the date the Manager's appointment ends, 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 account, papers, documents, plans and other records in respect of the control, management and administration of the Land and the Estate that are

under the Manager's control or in the Manager's custody or possession at the expense of the Owners.

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.
12.
 - (a) The Manager's Fee, being the remuneration of the Manager for the performance of its duties hereunder, shall be 10% of the total annual Management Expenses (excluding the amount for the Manager's Fee itself and any capital expenditure or expenditure drawn out of the Special Funds) reasonably and necessarily incurred in the good and efficient management of the Land and the Estate. The Manager shall also be entitled to charge and be paid all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder. The Owners shall pay to the Manager the Manager's Fee hereunder in advance on the first day (or such other day as the Manager may deem appropriate) of each calendar month. The percentage of total annual Management Expenses against which the Manager's Fee is calculated may be reviewed or varied by a majority resolution passed at a meeting of the Owners convened under this Deed Provided That in calculating the Manager's Fee under this Clause, the Owners may by a resolution of Owners at an Owners' meeting convened under this Deed decide to include in such calculation any capital expenditure or expenditure drawn out of the Special Funds at the rate at which the Manager's Fee is then charged 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, facilities, accountancy services or other professional supervision for the Land 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 a financial year in respect of the management of the Land 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, the Manager shall -
 - (i) prepare three separate and independent draft annual Management Budgets in accordance with Clause 14 of this Deed setting out the estimated management

expenditure of the Land and the Estate during the financial year Provided That the first draft annual Management Budgets to be prepared by the Manager shall cover the period from the date of this Deed until the 31st day of December of that year unless that period is less than 6 months in which event they shall cover the period from the date of this Deed until the 31st day of December of the following year and all subsequent draft annual Management Budgets shall be prepared by the Manager at least 1 month prior to the commencement of the financial year and such subsequent draft annual Management Budgets (other than the first draft annual Management Budgets) shall be prepared in consultation with the Owners' Committee (if the same has been established pursuant to the provisions of this Deed);

- (ii) (except for the first financial year) 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 copies of the draft annual Management Budgets a notice inviting each Owner to send his comments on the draft annual Management Budgets to the Manager within a period of 14 days from the date the draft annual Management Budgets were sent or first displayed;
 - (iv) after the end of that period, prepare annual Management Budgets specifying the total estimated management expenditure during the financial year and for the purposes of the preparation of such annual Management Budgets, the Manager may alter any of the draft annual Management Budgets based on the suggestions made by the Owners' Committee or the Owners but shall not be obliged to do so;
 - (v) send a copy of each of the annual Management Budgets to the Owners' Committee or, where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, display a copy of each of the annual Management Budgets in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with Sub-clause (b) above before the start of that financial year, the total amount of the Management Charges for that year shall :-
- (i) until the Manager has so complied, be deemed to be the same as the total amount of Management Charges (if any) for the previous financial year;
 - (ii) when the Manager has so complied, be the total estimated management expenditure specified in the annual Management Budgets for that financial year, and the amount

that the Owners shall contribute towards the Management Charges shall be calculated and adjusted accordingly.

- (d) Where any of the annual Management Budgets has been sent or displayed in accordance with Sub-clause (b)(v) above and the Manager wishes to revise the same, the Manager shall follow the same procedures in respect of the revised annual Management Budget as apply to the draft annual Management Budget and the annual Management Budget by virtue of Sub-clause (b) above.
- (e) Where a revised annual Management Budget is sent or displayed in accordance with Sub-clause (d) above, the total amount of the Management Charges for that financial year shall be the total management expenditure or estimated management expenditure specified in the revised annual Management Budget and the amount that Owners shall contribute towards the Management Charges shall be calculated and adjusted accordingly.
- (f) If there is an Owners' 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 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 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 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 in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper good and efficient management and maintenance of the Land 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 charges for the supply and consumption of electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Common Areas and Facilities;

- (iii) the remuneration and related expenses for the provision of security guard services for the Land and the Estate and the cost (including but not limited to salaries, bonuses, compensation as required by laws, and medical insurance) of employing executives, clerical staff, accountants, caretakers, security guards, watchmen, cleaners, and such other staff to manage and administer the Land and the Estate and the Common Areas and Facilities therein and the expenses of purchasing or hiring all necessary plant, equipment and machinery;
- (iv) the cost and expense of inspecting, maintaining and repairing the foundations, columns and other structures which form part of the Common Areas and Facilities 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 Land that are required to be maintained under the Government Grant;
- (v) the Government rent of the Land payable under the Government Grant Provided only if no apportionment or separate assessments have been made for individual Units and the Manager decides, in its discretion, that the same shall be included as part of the management expenditure and the rent (if any) in respect of the Common Areas and Facilities;
- (vi) the expenses of refuse collection, storage and disposal in respect of the Land and the Estate and the Common Areas and Facilities;
- (vii) the premia for insurance of the Common Areas and Facilities against damage by fire and/or such other perils up to the full new reinstatement value thereof and of the Manager against third party or public liability or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;
- (viii) a sum for contingencies;
- (ix) legal and accounting and surveying fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided by this Deed;
- (x) all costs incurred in connection with the maintenance and management of the Common Areas and Facilities;
- (xi) any tax payable by the Manager on any of the sums held by it under the provisions of this Deed Provided However That any tax payable on the Manager's Fee shall be borne and paid by the Manager;
- (xii) the licence fees (if any) payable to the Government for laying of drains and channels which serve the Estate within or under the Government land adjacent to the Land;

- (xiii) any other costs, charges and expenses properly incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or under any Sub-Deeds in respect of any part or parts of the Land and the Estate;
 - (xiv) the expenses for cultivation, irrigation and maintenance of the planters and landscaped areas on the Common Areas and Facilities;
 - (xv) all costs and expenses incurred in connection with the environmental control and protection in respect of the Land and the Estate and the Common Areas and Facilities;
 - (xvi) any other items of expenditure which are necessary for the administration, management and maintenance of the Land and the Estate including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses incurred by the Manager in respect thereof or such proportionate part thereof and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which relate to the administration and/or management and/or maintenance of the Land and the Estate as well as any other lands, developments and buildings in a fair and reasonable manner having regard to the relevant circumstances.
14. (a) The Manager shall prepare the following three separate and independent budgets showing the total estimated management expenditure of the Estate for the ensuing year in consultation with the Owner's Committee except the first financial year :-
- (i) the Estate Management Budget which shall show the estimated Estate Management Expenses and the Manager's Fee;
 - (ii) the Residential Management Budget which shall show (aa) the estimated Residential Management Expenses and the Manager's Fee and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of the Management Units allocated to all the Residential Units bears to the total number of Management Units allocated to the Estate as specified in the Fourth Schedule hereto; and
 - (iii) the Commercial Management Budget which shall show (aa) the estimated Commercial Management Expenses (if any) and the Manager's Fee and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to the Commercial Units bears to the total number of Management Units allocated to the Estate as specified in the Fourth Schedule hereto.
- (b) For the avoidance of doubt, it is expressly agreed and declared that each of the above Estate Management Budget, Residential Management Budget and Commercial Management

Budget 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.

- (c) (i) Subject to Sub-clauses (ii) and (iii), 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 :-
 - (A) the supplies, goods or services are procured by invitation to tender; and
 - (B) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinances (Cap.344).
- (ii) Subject to Sub-clause (iii), 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 any of the Management Budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless:-
 - (A) 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
 - (B) 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.
- (iii) Sub-clauses (i) and (ii) do not apply to any supplies, goods or services which but for this Sub-clause would be required to be procured by invitation to tender (referred to in this Sub-clause as "relevant supplies, goods or services") :-
 - (A) 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
 - (B) 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 appropriate share having regard to the number of Management Units allocated to his Unit.
- (b) The amount of the monthly or other contributions payable by each Owner to the relevant Management Budget shall be specified by the Manager from time to time in accordance with the following principles and such contributions shall be paid in the following manner :-
- (i) The Owner of each Residential Unit shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Residential Management Budget (hereinafter called "the Advance Payment") which due proportion shall be the same proportion as the number of Management Units allocated to his Residential Unit bears to the total number of Management Units allocated to all the Residential Units as specified in the Fourth Schedule hereto.
 - (ii) The Owner of each Commercial 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 Commercial Management Budget (hereinafter called the "Advance Payment") which due proportion shall be the same proportion as the

number of Management Units allocated to his Commercial Unit bears to the total number of Management Units allocated to all Commercial Units as specified in the Fourth Schedule hereto.

- (c) PROVIDED ALWAYS THAT:-
- (i) where at any time any Management Budget prepared by the Manager are revised as hereinbefore provided there shall be added to or deducted from the amount of the Advance Payment payable on the first day of each month for the remainder of the current financial year after such revision an amount equal to the difference between the relevant Management Charges in respect of the current financial year payable by the Owner concerned prior to such revision and the relevant Management Charges payable by that Owner in accordance with the revised Management Budget divided by the number of complete months from the date of such revised Management Budget to the end of the then current financial year;
 - (ii) on the first day of the month immediately following the close of any financial year and on the first day of each of such subsequent months before the Management Budgets for the then financial year shall have been prepared and approved there shall be paid on account an amount equal to the Advance Payment by that Owner for the last month of the preceding financial year.
- (d) Notwithstanding anything herein contained, where the Manager or the Owners' Incorporation acquires Undivided Shares relating to the Common Areas and Facilities as trustee for all the Owners pursuant to this Deed then the Manager or the Owners' Incorporation shall be exempted from contributing to the Management Charges for such Undivided Shares relating to the Common Areas and Facilities.
16. (a) If the Manager is of the opinion that the receipts budgeted for the then current financial year are insufficient to cover all expenditure required to be incurred in that financial year, the Manager may subject to prior consultation with the Owners' Committee prepare a revised Management Budget and may determine additional contributions payable by each Owner which may be rendered necessary by the adoption of such revised Management 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 as in Clause 15(c)(i) above 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 Management Budget shall not take effect until after 3 months following the effective date of the Management Budget for the then current financial year.
- (b) In the event of a surplus of income over expenditure for an financial year, the surplus shall be treated as an income for the following financial year.

17. Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include :-
- (a) any sum attributable or relating to the cost of completing the construction of the Estate or any part thereof which sum shall be borne solely by the First Owner;
 - (b) all existing and future taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any Unit which sums shall be borne by the Owner or Owners for the time being thereof;
 - (c) the expenses for keeping in good and substantial repair and condition of the interior fixtures and fittings, windows and doors of any Unit together with the plumbing, electrical installations, plant equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which sums shall be borne solely by the Owner or Owners for the time being thereof.
18. Where any expenditure relates solely to or is solely for the benefit of the Commercial Units, the Residential Development or any Unit therein then the full amount of such expenditure shall be borne by the Owners of the Commercial Units, the Residential Development or the Owner of such Unit, as the case may be.
19. (a) The Manager shall establish and maintain two separate special funds respectively for the Estate Common Areas and Facilities and the Residential Common Areas and Facilities (hereinafter called "the Special Funds") to meet expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually including but not limited to expenses for the renovation, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and Facilities and the costs of the relevant investigation works and professional services but not for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Estate. It is hereby agreed and declared that each of the Special Funds shall be a trust fund managed by the Manager, but all sums in such funds shall be the property of the relevant Owners. For the avoidance of doubt, it is expressly declared that the above two Special Funds shall be treated as completely separate and independent funds so that any surplus or deficit in one fund shall not be taken into account in the other funds.
- (b) Except where the First Owner has made payments in accordance with Sub-clause (c) below, each Owner shall upon taking up the assignment of his Undivided Share(s) from the First Owner deposit with the Manager a sum equivalent to 2 months of his monthly contribution to the Management Charges as an initial contribution to all the relevant Special Fund(s) Provided That if an Owner is liable to contribute to more than one Special Fund, the Manager shall apportion such initial total contribution to the relevant Special Fund(s) in the same proportion as the Estate Management Expenses or Residential Management Expenses or Commercial Management Expenses constitutes in his monthly contribution.

- (c) The First Owner shall in respect of any Unit(s) which remain unsold within 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 2 months of its monthly contribution to the Management Charges as an initial contribution to the relevant Special Fund(s) in respect of such unsold Unit(s).
 - (d) Each Owner shall also on demand pay to the Manager such further sum as included in the monthly management contribution payable in respect of his Unit based on the relevant annual Management Budget as determined in the annual general meeting of the Owners to maintain the relevant Special Fund(s) at such level as approved by a resolution of the Owners at an Owners' meeting convened under this Deed having regard to the recommendation by the Manager.
 - (e) If there is an Owners' Incorporation, the Owners' Incorporation shall determine, by a resolution of the Owners at an Owners' meeting convened under this Deed, 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 and in particular shall not use the Special Funds for the payment of any outstanding Management Charges arising from or in connection with the day-to-day management of the Estate.
 - (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).
 - (i) The payments made by the Owners towards the Special Funds are neither refundable to any Owner by the Manager nor transferable to any new Owner.
20. (a) Except where the First Owner has made payments in accordance with Sub-clause (b) below, the Owner of each Unit shall upon taking up the assignment of his Undivided Shares from the First Owner :-
- (i) pay to the Manager a sum equivalent to 1 month of such Owner's management contribution based on the relevant first annual Management Budget as payment in advance of management contribution of his Unit;
 - (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 3 months of the

management contribution payable by him in respect of his Unit based on the relevant first annual Management Budget which deposit shall be non-interest bearing and shall not be used by such Owner to set off against any contribution payable by him under this Deed and which deposit shall be transferable;

- (iii) pay to the Manager a sum equivalent to 1 month of the Owner's management contribution based on the relevant first annual Management Budget in respect of each Residential Unit owned by such Owner for defraying the initial outgoings and expenses of the Estate and the removal of debris 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 Fund for the Residential Development; and
- (iv) pay to the Manager a due proportion of the deposits of water meters, electricity etc. for the Common Areas and Facilities or part thereof which have been paid or will be paid by the Manager to the relevant utility companies, such due proportion of the deposits shall be transferable.

Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed) the Manager shall have the right to set off the deposit paid pursuant to Clause 20(a)(ii) against any sums (including damages) 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 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 3 months of the management contribution payable in respect of such unsold Unit(s) based on the relevant first annual Management Budget which deposit shall be non-interest bearing and shall not be used by the First Owner to set off against any contribution payable by it under this Deed and which deposit shall be transferable; and
 - (ii) pay to the Manager a sum equivalent to 1 month of the Owner's management contribution based on the first annual Residential Management Budget in respect of each Residential Unit owned by it for defraying the initial outgoings and expenses of the Estate and the removal of debris 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 Fund for the Residential Development.

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

- (c) The Owner of each Commercial Unit shall alone be responsible for the removal of debris from his Commercial Unit at his own expenses and shall not accumulate any debris or rubbish on or obstruct or interfere with the Common Areas and Facilities during the decoration and fitting out period of his Commercial Unit.
 - (d) In the event where any Owner shall carry out any decoration or fitting out work in his own Residential Unit, such Owner shall pay to the Manager a sum of HK\$5,000.00 in respect of his Residential Unit as deposit for securing the payment of the cost of making good any damages to the Common Areas and Facilities caused by or resulting from the 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.
21. All outgoings including the Management Charges and the Government rent payable in respect of a Unit up to and inclusive of the date of the assignment of such Unit to an Owner (if any) shall be borne and paid by the First Owner. An Owner shall not be required to make payment to or reimburse the First Owner for such outgoings.
22. Notwithstanding anything contained in this Deed, the Manager shall be entitled in its discretion :-
- (a) With the agreement of the Owner concerned to levy and to retain an additional charge against such Owner in respect of services rendered by the Manager to the Owner beyond what is provided for in this Deed, Provided That such charge shall form part of the management funds.
 - (b) To charge the Owner concerned a reasonable sum as consideration for granting and processing any consent required from the Manager pursuant to this Deed provided that such consideration shall form part of the relevant Special Fund(s).
23. (a) The Manager may collect from licensees, tenants and other Occupiers of the Common Areas and Facilities or any part thereof not otherwise required to pay and contribute to the Management Expenses such sum or sums as the Manager shall in his absolute discretion determine and such sum or sums collected shall form part of the management funds.

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

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

25. All amounts which become payable by any Owner in accordance with the provisions of this Deed or any relevant Sub-Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and any relevant Sub-Deed and legal costs and all other expenses incurred in or in connection with recovering or attempting to recover the same (on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager. In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the other Owners as a whole and no Owner sued under the provisions of this Deed or any relevant Sub-Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.
26. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed and any relevant Sub-Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed and any relevant Sub-Deed within 14 days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as aforesaid together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal costs as aforesaid and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of such defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a memorial of such charge in the Land Registry against the Undivided Share or Shares of such defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.
27. Any charge registered as aforesaid shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of such defaulting Owner together

with the right to the exclusive use, occupation and enjoyment of the part of the Land 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 Land and the Estate through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and any relevant Sub-Deed and of the Estate Rules so far as the same are binding on such Owner and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 25 of this Deed shall apply to all such proceedings.
29. Subject to Clause 60 of this Deed all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Land and the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Land 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 Land 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 Land and the Estate irrespective of changes in ownership of the Undivided Shares in the Land and the Estate PROVIDED THAT any deposit paid under Clause 20 (a)(ii), (iv) and (b)(i) may be transferred into the name of the new Owner of such Undivided Shares and PROVIDED THAT upon the Land reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 60 of this Deed, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished, in proportion to their Management Units.

33. The first financial year for the purpose of management of the Land and the Estate or any part or parts thereof shall commence from the date of this Deed and shall terminate on the 31st day of December of that year unless that period shall be less than 6 months in that event the first financial year shall terminate on the 31st day of December of the following year and thereafter the subsequent financial years shall commence on the 1st day of January and shall terminate on the 31st day of December of such years PROVIDED THAT the Manager shall have the right to change the financial year at any time but the financial year may not be changed more than once in every 5 years unless that change is previously approved by a resolution of the Owners' Committee (if the same has been established) upon giving notice published in the public notice boards of the Estate.
34. (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 Land and the Estate and the Manager shall use that account exclusively in respect of the management of the Land 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 Land 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 Land 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 Land 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 Land 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. 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 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 and any relevant Sub-Deed. The Manager shall also upon request of any Owner and upon payment of a reasonable copying charge for copying the same supply such Owner with a copy or copies of any record or document requested by such Owner in writing.
37. Subject to the provisions of this Deed, each Owner hereby irrevocably APPOINTS the Manager as agent with full power of delegation to enforce the provisions of this Deed against the other Owner or Owners and in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority to do all such acts and things as may be necessary or expedient for or in connection with the Land and the Estate and the management thereof including in particular the following but without in any way limiting the generality of the foregoing :-
- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant Sub-Deed;
 - (b) To take all steps necessary or expedient for complying with the Government Grant and any government requirements concerning the Land and the Estate or any part thereof;
 - (c) Unless otherwise directed by the Owners' Incorporation, to insure and keep insured to the full reinstatement value in respect of the Common Areas and Facilities as comprehensively as reasonably possible and in particular against loss or damage by fire or such other perils as the Manager shall deem fit, and in respect of public liability and/or occupiers liability and liability as employer of the employees of the Manager employed in connection with the management of the Land 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 Land 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 windows and window frames except those situate in the Common Areas and Facilities and excluding the openable parts and such pieces of glass panels forming part of the curtain wall system of the residential tower of the Estate and wholly enclosing or fronting the relevant Residential Units PROVIDED HOWEVER THAT the Manager shall have the power to replace, at the expense of the Owner concerned, broken window glass or glass panels of the curtain wall system or glass enclosing or fronting the relevant Residential Units if any such window glass or glass panels of the curtain wall system enclosing or fronting the relevant Residential Units shall be broken and remain un-replaced for 7 days (except in the case of emergency) after the Manager has served a notice on the Owner or Occupier of such part of the Estate concerned requiring him to replace the same;
- (h) To repair, maintain, upkeep, improve, control, operate and manage the Recreational Areas and Facilities and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Facilities and maintain the same;
- (i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (j) To keep all the Common Areas and Facilities in good condition and working order and subject to the prior approval of the Owners' Committee (if formed) to extend or provide additional facilities as the Manager shall at its absolute discretion deem necessary or desirable and to keep the lifts and fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;
- (k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property or land and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses,

footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Land 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 Land and the Estate or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Land and the Estate and arrange for its disposal at such regular intervals and to maintain in or off the Land 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 Land and the Estate or any part thereof;
- (s) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Land and the Estate at all times;
- (t) To lease, license, install, maintain and operate or contract for the leasing, licensing, installation, maintenance and operation of the communal radio and/or television aerials and/or satellite dishes and/or satellite master antenna television system and/or cable television system which serve the Estate;
- (u) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Land and the Estate or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant or this Deed and to demand and recover on a full indemnity basis from the Owner or person by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damage caused thereby to the satisfaction of the Manager;

- (v) To appoint solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Land 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 Land and the Estate of all legal proceedings relating to the Land 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;
- (w) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Land and the Estate in any manner in contravention of the Government Grant, this Deed, any Sub-Deed or the Estate Rules;
- (x) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Land and the Estate of any provisions of the Government Grant this Deed any Sub-Deed or the Estate Rules;
- (y) To prevent any person from detrimentally altering or injuring any part or parts of the Land and the Estate or any of the Common Areas and Facilities thereof;
- (z) To prevent any person from overloading the floors or lifts of the Estate or any part or parts thereof;
- (aa) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Estate;
- (ab) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Land and the Estate as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;
- (ac) Subject to Clause 14(c) 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 Land 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 Land and the Estate;
- (ad) To enforce the due observance and performance by the Owners and Occupiers of the terms and conditions of the Government Grant and this Deed and any relevant Sub-Deed and the Estate Rules and to take action in respect of any breach thereof including the commencement,

conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;

- (ae) To ensure that all Owners or Occupiers of any part of the Estate maintain the Units owned or occupied by them in a proper and satisfactory manner and if there be any default on the part of any such Owners or Occupiers and such default continues after notice has been given by the Manager to such Owners or Occupiers, may but shall not be bound to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or Occupiers;
- (af) To charge the Owners for the temporary or permanent use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris Provided That such charges shall form part of the management funds and be applied towards the management and maintenance of the Land and the Estate;
- (ag) To charge the Owners for all costs and consultants' fee reasonably and necessarily incurred in approving any plans submitted for approval by the Manager where such submission of plans and approval thereto are required under the provisions of this Deed;
- (ah) To charge the Owners for all costs and consultant's fees incurred in granting any consent required from the Manager in accordance with the provisions of this Deed;
- (ai) From time to time to make rules and regulations governing the supply and use of fresh and flushing water to all parts of the Estate;
- (aj) Upon default of the Owner or Owners in repairing and/or maintaining and/or replacing the plumbing and drainage facilities and/or any other services and facilities or any part or parts thereof the repair and/or maintenance and/or replacement of which is such Owner's or Owners' responsibility under this Deed, may but shall not be bound to enter with or without workmen at all reasonable times on written notice (except in case of emergency) into all parts of the Estate including any Unit for the purpose of inspecting the plumbing and drainage facilities and any other services and facilities and to replace or repair at the expenses of the Owner or Owners concerned any part or parts of the plumbing and drainage facilities and any other services and facilities which shall leak;
- (ak) To enter with or without workmen at all reasonable times on written notice (except in case of emergency) into and upon the flat roofs (if any) or roofs (if any) forming part or parts of a Unit and to lay, maintain, alter, repair or remove any drainage and other pipes or any other services and facilities thereon for the common use and benefit of the Owners and to erect thereon scaffolding platform and other equipment for repairing or maintaining such plumbing and drainage facilities or other services and facilities or any part of the Estate;
- (al) To forbid any Owner who defaults in payment of any amounts due from him under the provisions of this Deed or otherwise fails to observe or perform any of the terms and conditions herein contained whether or not such Owner occupies such Unit, his tenants and

licensees the use of the Common Areas and Facilities until such default is rectified Provided That such Owner's right of access to and from such Unit and the passage of water, gas, drainage, electricity, telecommunications and other utilities to and from such Unit shall not be interrupted;

- (am) To post the address of the Unit of any Owner in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Estate;
- (an) To grant such easements, quasi-easement, rights, privileges, licences and informal arrangements as it shall be necessary to ensure the efficient management of the Land and the Estate;
- (ao) To ensure that no hawkers shall carry on business on any part of the Land or the Estate and remove any hawker found to be so doing and to post up and display notices to the effect that hawker is prohibited on the Land and the Estate prominently near all entrances of the Land and the Estate;
- (ap) Subject to the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation (if any), to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities or any part thereof and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Government Grant and PROVIDED FURTHER THAT any income therefrom shall be credited to the management funds;
- (aq) Subject to the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation (if any), to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes and other installations, fittings, chambers and other equipment and structures within the Land and the Estate which the Manager shall reasonably deem appropriate PROVIDED THAT any income therefrom shall be credited to the management funds;
- (ar) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers in accordance with this Deed on such terms as the Manager shall in its absolute discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (as) To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Estate as a whole;

- (at) To grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion think fit or consider appropriate PROVIDED THAT all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed and any relevant Sub-Deed;
- (au) To remove any dogs, cats or other animals or fowls from the Land and the Estate if the same are brought into the Land and the Estate and has been the cause of reasonable complaint by the different Owners or Occupiers of at least two Units;
- (av) To provide such Christmas, Chinese New Year, festive and other decorations and to organise such celebrations or activities for the Estate as the Manager shall in its sole discretion consider desirable;
- (aw) From time to time with the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation if any, to make, revoke or amend the Estate Rules as it shall deem appropriate which shall not be inconsistent with this Deed;
- (ax) Subject as otherwise provided in this Deed to give or withhold its written consent or approval (such consent or approval not to be unreasonably withheld) to anything which requires its written consent or approval pursuant to this Deed or any relevant Sub-Deed or the Estate Rules and to impose conditions or additional conditions relating thereto and where any consent or approval is required from the Manager by an Owner, any sum imposed by the Manager as a consideration for the granting of such consent or approval shall be held by the Manager for the benefit of the Owners and paid into the Special Funds;
- (ay) Subject as otherwise provided in this Deed, the Government Grant and the provisions of 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;
- (az) To convene such meetings of the Owners or meetings of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;

- (ba) To do all things as are necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Land and the Estate for the better enjoyment or use of the Land and the Estate by its Owners Occupiers and their licensees Provided That the Manager will not carry out any improvements to facilities or services which involve expenditure in excess of 10% of the current relevant Management Budget except with the prior approval by a resolution of Owners at the Owners' Meeting convened under this Deed;
- (bb) Subject to the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation (if any). In the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities, to surrender the same or any part thereof to the Government and the Manager is **HEREBY APPOINTED** the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose;
- (bc) Subject to the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation (if any), to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion consider appropriate;
- (bd) To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities, to remove or evict any person thereon who fails to comply with or is in breach of any Estate Rules relating to such facilities and to exclude any person who has been in persistent breach of such Estate Rules from the use of such facilities for such period as the Manager shall in its discretion deem appropriate;
- (be) To make payment to the Government on demand of the cost incurred by the Government in connecting the drains and sewers from the Land to the Government storm water drains and sewers;
- (bf) Subject to having obtained the relevant Government authority's approval (if required) and having given prior reasonable notice to Owners affected by the relevant works (except in case of emergency), to erect or place on the external wall, any terrace, roof, flat roof, upper roof, balcony and/or utility platform scaffolding and/or other equipment necessary for proper repair and maintenance of the plumbing facilities, the external walls and windows of the Estate Provided That the Manager shall make good any damage caused thereby and shall ensure that the least disturbance is caused;
- (bg) To repair and maintain the drains and channels and drainage system whether within or outside the Land serving the Estate which is required to be maintained pursuant to the Government Grant;

- (bh) To engage qualified personnel to inspect or carry out a structural survey of the Land and the Estate or any part thereof including the drains and channels within or outside the Land serving the Estate as and when the Manager deems necessary or desirable;
- (bi) At the request of the Owners' Incorporation, to give to the Owners' Incorporation the management of the Land and the Estate free of costs and to assign the Undivided Shares relating to the Common Areas and Facilities to the Owners' Incorporation, without consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares shall be held by the Owners' Incorporation as trustee for all the Owners;
- (bj) To forbid any Owner of the Residential Units who defaults in payment of any amounts due from him under the provisions of this Deed or any relevant Sub-Deed or otherwise fails to observe or perform any of the terms and conditions herein contained and his tenants and licensees the use of the Recreational Areas and Facilities until such default is rectified;
- (bk) To charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities or any part thereof of such amount as the Manager shall in its reasonable discretion deem fit Provided That all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Recreational Areas and Facilities;
- (bl) To keep and maintain the transformer room and cable accommodations which form parts of the Common Areas and Facilities in good condition and to carry out the reinstatement work to the transformer room and cable accommodations rendered necessary by the installation, repair or replacement of the equipment of The Hong Kong Electric Company Limited;
- (bm) To do all such other things as are reasonably incidental to the management of the Land and the Estate;

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

38. The Manager shall have power to enter with or without workmen at all reasonable times on prior reasonable written notice (except in the case of emergency) into all parts of the Land and the Estate including any Unit for the purposes of inspecting, rebuilding, repairing, altering, renewing, maintaining, cleaning, painting or decorating any part or parts of the Land and the Estate and the Common Areas and Facilities or abating any hazard or nuisance which does or may affect the Common Areas and Facilities or any part thereof or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed and any relevant Sub-Deed Provided That the Manager shall cause as little disturbance as possible when carrying out such works and forthwith make good any damage caused thereby and at its own costs and expense be responsible for negligent, wilful or criminal acts of the Manager its staff or contractors Provided Further That the

Manager shall not be liable or be held responsible for the cosmetic works in relation thereto and without limiting the generality or the foregoing, the Manager shall have power to enter and access to all parts of the roofs, flat roofs and related parapets (if any and forming part of any Unit) with or without workmen or equipment for the purpose of cleaning, painting, repairing and maintaining the windows and the external walls of the Estate including without limitation, the right to affix gondolas (if any) for the aforesaid purposes.

39. The Common Areas and Facilities shall be under the exclusive control of the Manager who may make rules or regulations or impose conditions regulating the use and management thereof Subject to the provisions of the Government Grant and this Deed and any relevant Sub-Deed Provided That the exercise of this right shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict the access to and from such Unit owned by him.
40. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.
41.
 - (a) The Manager shall have power from time to time (whether before or after the formation of the Owners' Committee) with the approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation (if any) to make, revoke and amend Estate Rules regulating the use, occupation, maintenance and environmental control of the Land and the Estate and the Common Areas and Facilities or any part or parts thereof, the protection of the environment of the Estate and the implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such Estate Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the Estate Rules from time to time in force shall be posted on the public notice boards of the Estate and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.
 - (b) Such Estate Rules shall be supplementary to the terms and conditions contained in this Deed and any Sub-Deed, the Building Management Ordinance (Cap.344) and the conditions of the Government Grant and shall not in any way conflict with such terms and conditions, the Building Management Ordinance (Cap.344) and the conditions of the Government Grant. In case of inconsistency between such Estate Rules and the terms and conditions of this Deed and any Sub-Deed, the Building Management Ordinance (Cap.344) or the conditions of the Government Grant the terms and conditions of this Deed and the Sub-Deed, the Building Management Ordinance (Cap.344) and the conditions of the Government Grant shall prevail.
 - (c) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such Estate Rules or non-observance thereof by any third party.

42. Without prejudice to the Manager's duties under this Deed, the Manager shall have the right to enter into contracts with third parties for or to delegate or subcontract to other agents or managers or sub-managers whose business is that of estate management the management, maintenance, operation and control of the Common Areas and Facilities or any part or parts thereof on such terms and conditions as the Manager shall in its discretion think fit Provided That the Manager shall not transfer or assign its rights and obligations under this Deed to any such third parties and such third parties shall remain answerable to the Manager. The Manager shall at all times be responsible for the management and control of the Estate (including any part thereof) in accordance with the provisions of this Deed.

SECTION IV

EXCLUSIONS AND INDEMNITIES

43. The Manager, its servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed or any Sub-Deed not being an act or omission involving criminal liability or dishonesty or 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 not being an act or omission involving criminal liability or dishonesty or negligence and all costs and expenses in connection therewith. Without in any way limiting the generality of the foregoing, the Manager, its servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of
- (a) any defect in or failure or breakdown of any of the Common Areas and Facilities, or
 - (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Land and the Estate, or
 - (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Land 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 Land and the Estate;

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

44. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and Occupiers for the time being against all actions, proceedings, claims and demands whatsoever arising

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

SECTION V

OWNERS' COMMITTEE

45. Within 9 months of the execution of this Deed, the Manager shall convene a meeting of the Owners to establish an Owners' Committee and to elect a chairman thereof. The Owners' Committee shall consist of 9 members of which 8 members shall be elected by the Owners of the Residential Development and 1 member by the Owners of the Commercial Units or of such number of members as the Owners may from time to time by resolution at a meeting of the Owners decide.
46. The Owners' Committee shall meet at such times as occasion shall require and in any event not less than once in every period of 3 months and the functions of the Owners' Committee shall be limited to the following :-
 - (a) the representing of the Owners in all dealings with the Manager;
 - (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
 - (c) the reviewing of the draft annual Management Budgets, annual Management Budgets and revised Management Budgets 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 Land 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.
47. The following persons shall be eligible for membership of the Owners' Committee :-
- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee.
 - (b) The husband or wife of any Owner or any adult member of the family of any Owner duly authorised by the Owner which authorization shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee.
 - (c) If at any annual general meeting at which an appointment or election of a member should take place, the office of the retiring member is not filled, or if in any year no annual general meeting is held, the member shall continue in office until the next annual general meeting.
 - (d) The Owners' Committee may continue to act notwithstanding any vacancies therein as long as the number of the members of the Owners' Committee is not reduced below 5 Provided That if the number is reduced below 5, the remaining member(s) of the Owners' Committee may act for the purpose only of electing other member(s) of the Owners' Committee.
 - (e) A member of the Owners' Committee appointed by the Owners of any component part of the Estate may be removed from office and another person appointed in his place by notice in writing from the Owners of that component part addressed to the Owners' Committee.
48. A member of the Owners' Committee shall retire from office at every alternate annual general meeting following his appointment or election but shall be eligible for re-appointment or re-election but subject to this he shall hold office until :-
- (a) He resigns by notice in writing to the Owners' Committee; or
 - (b) In the case of an elected member he ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or
 - (c) He becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
 - (d) He becomes incapacitated by physical or mental illness or death; or
 - (e) In the case of an elected member he is removed from office by the Owners 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 to fill the casual vacancy thereby created if the member concerned is an elected member, or the Owners who are entitled to appoint the member concerned shall have the right to fill the casual vacancy thereby created if the member concerned is an appointed member.

- 49. The Owners' Committee shall meet at the requisition of the chairman or any 2 members of the Owners' Committee or whenever requested by the Manager.
- 50. (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.
- 51. No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business and not less than 50% of the total number of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater shall be a quorum.
- 52. In the absence of the chairman, the members present at any meeting of the Owners' Committee duly convened shall choose one of their members to be the chairman of that meeting.
- 53. (a) The Owners' Committee shall have full power from time to time to make and compile rules and regulations governing :-
 - (i) the convening, conduct and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
 - (ii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
 - (iii) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;

- (iv) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat;

PROVIDED THAT no such rules or regulations shall be contrary to or inconsistent with the provisions of this Deed or any Sub-Deed.

- (b) The Manager shall appoint a representative to represent the Manager in all its business and dealings with the Owners' Committee and such representative shall act as a secretary to the Owners' Committee who shall have the right to attend all meetings of the Owners' Committee but not to vote thereat and who shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.

54. The following provisions shall apply in all meetings of the Owners' Committee :-

- (a) Subject to Sub-clause (d) below, all resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed or any Sub-Deed;
- (b) A resolution put to the vote of the meeting shall be decided on a show of hands only;
- (c) On a show of hands every member of the Owners' Committee present at the meeting shall have one vote;
- (d) In the case of an equality of votes the chairman shall have a second or casting vote.

55. The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed or any Sub-Deed not being an act or omission involving criminal liability or dishonesty or gross negligence by or on the part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee and the members thereof from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid which does not involve criminal liability or dishonesty or gross negligence on the part of any or all of the members of the Owners' Committee and all costs and expenses in connection therewith.

56. No remuneration shall be payable to the Owners' Committee or any member thereof but such members shall be entitled to be reimbursed for all out-of-pocket expenses necessarily and reasonably incurred in carrying out their duties.

57. The Owners' Committee shall cause to be kept records and minutes of :-

- (a) the appointment and election and vacation of appointments of all its members, secretary and chairman and all changes therein;

- (b) all resolutions and notes of proceedings of the Owners' Committee;
 - (c) the members present at all meetings.
58. The records and minutes of the Owners' Committee shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to copies of extracts therefrom on paying the reasonable charges therefor.

SECTION VI

MEETING OF OWNERS

59. From time to time as occasion may require there shall be meetings of the Owners to discuss and decide on matters concerning the Land and the Estate and in regard to such meetings the following provisions shall apply :-
- (a) The first meeting of Owners shall be convened by the Manager as soon as possible but not later than 9 months from the execution of this Deed, the business of which shall include the appointment of a chairman and the members of the Owners' Committee or to appoint a management committee for the purpose of forming an Owners' Incorporation.
 - (b) (i) A meeting, other than the annual general meeting, may be validly convened by :-
 - (A) the Manager; or
 - (B) the Owners' Committee; or
 - (C) an Owner appointed to convene such a meeting by those Owners who in the aggregate have vested in them for the time being not less than 5% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities).
 - (ii) One such meeting to be known as the annual general meeting shall be convened by the Manager or the Owners' Committee and shall be held once in each calendar year not later than 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 14 days' notice in writing served by the person or persons convening the meeting upon each Owner, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed.

- (ii) Service of a notice required to be served under Sub-clause (d)(i) above may be effected
 - (1) personally upon the Owner;
 - (2) by post addressed to the Owner at his last known address; or
 - (3) by leaving the notice at the Owner's Unit or depositing the notice in the letter box of that Unit.

- (e) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and 10% of the Owners shall be a quorum. For the purposes of this Sub-clause (e), the reference above to "10% of the Owners" shall :-
 - (i) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Land 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 paragraphs (A) or (C) 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 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.

- (j) The instrument appointing a proxy shall be in writing 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 authorised 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, as the case may be, the person who convened the meeting not less than 48 hours before the time for the holding of the meeting at which the proxy proposes to vote.
- (l) Any resolution on any matter concerning the Land 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 Land and the Estate Provided as follows :-
 - (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
 - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
 - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed or any Sub-Deed.
 - (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers and duties of the Manager conferred on the Manager under this Deed or any Sub-Deed.
 - (v) A resolution may be passed to dismiss the Manager by giving to the Manager not less than 3 calendar months' notice in writing but no such resolution shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities).
- (m) Without prejudice to anything herein contained, no resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) namely :-
 - (i) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Government Grant or in the event of the Government taking any action by way of earlier re-entry thereunder in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease term upon such terms and conditions as the Government shall offer, whether and in what manner to pay any premium, rent or other charges

and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the Government Grant as aforesaid.

- (ii) A resolution to rebuild or redevelop the Estate or any part or parts thereof otherwise than in accordance with Clause 61.
- (n) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (o) For the purpose of this Clause, unless otherwise expressly stated, any reference to "Owner" or "Owners" shall exclude the Owner of the Common Areas and Facilities and any reference to "Undivided Share" or "Undivided Shares" shall exclude the Undivided Shares allocated to the Common Areas and Facilities.

SECTION VII

EXTINGUISHMENT OF RIGHTS

60. In the event of the Estate or any part thereof being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same unfit for habitation or use, the Manager or the Owners' Committee or those Owners who in aggregate have vested in them for the time being not less than 75% of the total number of Undivided Shares of the part thereof as affected (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall convene a meeting of the Owners of the Estate or (as the case may be) the part thereof so affected and such meeting may resolve by not less than 75% majority Undivided Shares of such Owners present and voting in proportion to the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) held at such meeting whether or not to rebuild or reinstate the damaged part of the Estate so affected. If it shall be resolved that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild the Estate or (as the case may be) the part thereof so affected then in such event the Undivided Shares in and of the Estate or (as the case may be) the part thereof so affected shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such Owners. All insurance money received in respect of any policy of insurance on the Estate or (as the case may be) the part thereof so affected shall likewise be distributed amongst such Owners. In such event all the rights, privileges, obligations and covenants of such Owners under this Deed shall be extinguished so far as the same relate to such Owners PROVIDED ALWAYS THAT if it is resolved by not less than 75% majority Undivided Shares of such Owners present and voting in proportion to the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) held at such meeting to reinstate or rebuild the Estate or (as the case may be) the part thereof so affected the

Owners of the Estate or (as the case may be) the part thereof so affected shall pay the excess of the cost of reinstatement or rebuilding of the Estate or the relevant part thereof damaged as aforesaid over and above the proceeds recoverable from the insurance of the Estate or (as the case may be) the part thereof so affected in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the Estate or the relevant part thereof and be recoverable as a civil debt.

61. The following provisions shall apply to a meeting convened as provided in Clause 60 hereof :-

- (a) (i) Every such meeting shall be convened by at least 14 days' notice in writing served by the person or persons convening the meeting upon each Owner, 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 the letter box of that Unit.
- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than 75% of the total number of Undivided Shares of the part thereof so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
- (c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week at the same place, and if at such adjourned meeting a quorum be not present the Owners present shall be deemed to constitute a quorum;
- (d) Every such meeting shall be presided over by the chairman of the Owners' Committee or, in his absence, the Owners present shall choose one of their members to be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner shall have one vote for each Undivided Share allocated to the Estate or (as the case may be) the part thereof so affected vested in him and in the case of Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and the vote in respect of that Undivided Share may be cast :-

- (i) by a proxy jointly 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.

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

SECTION VIII

MISCELLANEOUS PROVISIONS

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

68. The First Owner shall at its own cost provide a direct translation in Chinese of this Deed. The First Owner shall deposit a copy of this Deed and the Chinese translation thereof in the management office within 1 month from the date of this Deed for inspection by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Funds. In the event of any dispute as to the effect of the Chinese translation and the English version of this Deed, the English version shall prevail.
69. The First Owner shall prepare or cause to be prepared a set of plans showing the Common Areas and Facilities. The accuracy of such plans shall be certified by or on behalf of an Authorised Person (as defined in the Buildings Ordinance (Cap.123)). A copy of such plans shall be kept at the management office and may be inspected by the Owners during normal office hours free of costs and charges.
70. Where any Undivided Share has been assigned or charged by way of mortgage, the voting rights conferred on the Owner of such Undivided Share by the provision of this Deed shall subject to the provisions of the mortgage, be exercisable only by the mortgagor unless the mortgagee is in possession of such Undivided Share and has duly served written notice of such fact on the Manager PROVIDED THAT once the mortgagee has taken possession of such Undivided Shares he shall become fully liable for the payment of all the management fee, expenses and contributions payable in respect of the relevant part of the Estate under this Deed including any arrears thereof.
71. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the part of the Estate and to the Undivided Share or Shares held therewith.
72. Nothing herein shall prejudice in any way the operation of the Building Management Ordinance (Cap. 344) and the Schedules thereto and any amendment or amendments thereof or any substitutions thereof and to the extent that any provisions contained herein shall be in conflict with the Building Management Ordinance (Cap.344) and the Schedules thereto, the Building Management Ordinance (Cap.344) and the Schedules thereto 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 Land and the Estate conferred by this Deed or any Sub-Deed on the Manager and subject to any provisions herein in extension or modification thereof. The provisions contained in Schedule 2 to the Building Management Ordinance (Cap. 344) shall apply to the management committee of the Owners' Incorporation following incorporation of the Owners thereunder which shall take the place of the Owners' Committee formed under this Deed and the provisions contained in Schedule 3 to the Building Management Ordinance (Cap. 344) shall apply to all general meetings of the Owners' Incorporation which shall take the place of the Owners' meetings under this Deed.
73. The First Owner shall upon execution of this Deed assign the Undivided Shares relating to the Common Areas and Facilities to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant and to this Deed. Such Undivided Shares relating to the

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

74. The Owners and the Manager hereby covenant with one another to observe, perform and comply with the terms and conditions of the Government Grant so long as they remain (in the case of the Owners) as Owners and (in the case of the Manager) as the Manager.
75. (a) A balcony and/or an utility platform which forms part of a Residential Unit, for the purpose of this Deed is designated as a non-enclosed area. The Owner of each Residential Unit which includes a non-enclosed area :-
- (i) shall not use the non-enclosed area or permit it to be used for any purpose other than as a balcony or, as the case may be, an utility platform for the proper use and enjoyment of the Residential Unit;
 - (ii) shall not enclose the non-enclosed area and the covered area beneath the non-enclosed area or any part thereof or permit it to be enclosed wholly or partially above safe parapet height other than as approved under the Building Plans; and
 - (iii) shall maintain the non-enclosed area in good and substantial repair and condition at such Owner's own cost and expense.
- (b) If there is any default on the part of any Owner in observing and fulfilling his obligations set out in Sub-clause (a) above, the Manager shall have the right to serve a written notice to the Owner requiring him to make good the default within a reasonable time limit. If the Owner shall fail to comply with such notice the Manager shall be entitled on giving a reasonable prior notice in writing to report to the Building Authority the non-compliance with the obligations set out in Sub-clause (a) for such enforcement action including prosecution as the Building Authority shall consider necessary or appropriate.
76. (a) The Manager shall 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. The Manager shall maintain the facilities in an

environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and Occupiers.

- (b) The Manager may organize any activities as it may consider appropriate on a regular basis to promote the environmental awareness of the Owners and Occupiers and it shall encourage them to participate in such activities with a view to improving the environmental conditions of the Estate.
 - (c) The Manager may make Estate Rules to require the Owners and Occupiers to dispose of their rubbish properly for waste separation and recycling purposes.
77. (a) The First Owner shall at its own cost and expense compile for the reference of the Owners and the Manager the Works and Installations Maintenance Manual setting out the following details:-
- (i) As built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
 - (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
 - (iii) Recommended maintenance strategy and procedures;
 - (iv) A list of items of the Works and Installations requiring routine maintenance;
 - (v) Recommended frequency of routine maintenance inspection;
 - (vi) Checklist and typical inspection record sheets for routine maintenance inspection; and
 - (vii) Recommended maintenance cycle of the Works and Installations.
- (b) The First Owner shall deposit a full copy of the Works and Installations Maintenance Manual in the management office of the Estate within 1 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.
 - (c) The Owners shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of the Estate and their own Units including the Works and Installations.
 - (d) The Works and Installations as set out in the Fifth Schedule hereto and the Works and Installations Maintenance Manual shall be revised in such manner and at such intervals as may be necessary including but not limited to the addition of Works and Installations in the Estate and the updating of maintenance strategies in step with changing requirements.
 - (e) The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the Works and Installations as set out in the Fifth

Schedule hereto and the Works and Installations Maintenance Manual, in which event the Manager shall procure from a qualified professional or consultant the revised schedule for the Works and Installations and the revised Works and Installations Maintenance Manual within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.

- (f) All costs incidental to the preparation of the revised schedule for the Works and Installations and the revised Works and Installations Maintenance Manual shall be paid out of the Special Funds.
 - (g) The Manager shall deposit the revised Works and Installations Maintenance Manual in the management office within 1 month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Funds.
78. No provision contained in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap.459), any regulations made thereunder and any amending legislation or such other Ordinances, Regulations which may amend or replace the Residential Care Homes (Elderly Persons) Ordinance (Cap.459) (hereinafter referred to as "RCHE") or the use of the Land or the Estate or any part thereof for the purpose of RCHE.
79. Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions:
- (a) the term of the contract will not exceed 3 years;
 - (b) the right to be granted under the contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and
 - (c) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.
- 80 (a) The Owners of the Open Kitchen Units shall observe and comply with, at their own costs and expenses, the Fire Safety Management Plan. Without prejudice to the generality of the foregoing, the Owners of the Open Kitchen Units shall observe and comply with the following provisions:
- (i) not to alter, remove or obstruct or otherwise render ineffective the fire detector(s) provided inside his Open Kitchen Unit and at the lobby or corridor outside his Open Kitchen Unit except with the prior written approval of the Buildings Department, the Fire Services Department, the Manager and all relevant Government authority or authorities;

- (ii) not to alter, remove or obstruct or otherwise render ineffective the sprinkler head(s) provided inside his Open Kitchen Unit;
 - (iii) not to remove demolish or alter the minimum 600mm (W) half-hour fire rated wall in his Open Kitchen Unit except with the prior written approval of the Buildings Department, the Fire Services Department, the Manager and all relevant Government authority or authorities;
 - (iv) to display conspicuously in his Open Kitchen Unit a permanent notice to remind the occupants of his Open Kitchen Unit that the minimum 600mm (W) half-hour fire rated wall should not be modified or removed;
 - (v) to provide a self-closing device for the entrance door of his Open Kitchen Unit;
 - (vi) to let, lease or licence or otherwise part with possession of his Open Kitchen Unit except upon condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall agree to observe and comply with the provisions herein contained; and
 - (vii) to comply with the Fire Safety Management Plan and any guidelines or directions as the Manager may impose at all times and from time to time relating to the implementation thereof.
- (b) The Manager shall on behalf of the Owners of all Units carry out and implement the plans relating to maintenance, inspection and check, staff training, fire action and fire prevention as set out in the Fire Safety Management Plan. For the purpose of this clause, the Manager is hereby given full authority by the Owners of all Units to engage or employ registered fire service installation contractors for the annual inspection and check, testing, keeping and maintaining in good substantial repair and condition and carrying out necessary works in respect of the fire services installations (including but not limited to fire detectors within all Open Kitchen Units and the common corridors, fire alarm system and the sprinkler system) as specified in and in accordance with the Fire Safety Management Plan and submit the maintenance certificate to the Fire Services Department.
- (c) The Manager and the registered fire service installation contractors engaged by the Manager shall have the power to enter into with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to carry out check, inspection, testing or maintenance of the fire services installations therein at the cost of the Owner of that Open Kitchen Unit or verify observance and compliance of provisions referred to in Sub-clause (a) above.
- (d) The First Owner shall deposit a copy of the Fire Safety Management Plan in the management office of the Estate within 1 month of the date of this Deed for reference by all Owners and the Manager.

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

<u>(1) 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 3/F with BAL, UP and Flat Roof	1	47	47
Flat B on 3/F with BAL and Flat Roof	1	27	27
Flat C on 3/F with BAL and Flat Roof	1	27	27
Flat D on 3/F with BAL and Flat Roof	1	27	27
Flat E on 3/F with BAL, UP and Flat Roof	1	48	48
Flats A on 5/F to 29/F, each with BAL and UP	22	46	1,012
Flats B on 5/F to 29/F, each with BAL	22	27	594
Flats C on 5/F to 29/F, each with BAL	22	27	594
Flats D on 5/F to 29/F, each with BAL	22	27	594
Flats E on 5/F to 29/F, each with BAL and UP	22	47	1,034
Flat A on 30/F with BAL, UP and Flat Roof	1	82	82
Flat B on 30/F with BAL, UP and Flat Roof	1	84	84
Flat A on 31/F with BAL, UP, Flat Roof on Roof and Stairhood	1	88	88
Flat B on 31/F with BAL, UP, Flat Roof on Roof and Stairhood	1	89	89
		Sub-total:	4,347
<u>(2) Commercial Units</u>			
Shop 1 with Space 1 on G/F, Flat Roof 1 on 1/F and Advertising Signage Space 1	1	216	216
Shop 2 with Space 2 on G/F, Air-conditioner Platform 2 on 2/F and Advertising Signage Space 2	1	271	271
		Sub-total:	487
<u>(3) Common Areas and Facilities</u>	---	---	66
		Total=(1)+(2)+(3):	4,900

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

THE SECOND SCHEDULE ABOVE REFERRED TO

(Benefits and burdens held with Undivided Shares)

PART A : EASEMENTS RIGHTS AND PRIVILEGES HELD WITH EACH UNIT

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy his Unit shall subject to the provisions and restrictions contained in this Deed, any Sub-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 which now are or may at any time hereafter be in, under or passing through his Unit or the Land 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 Land and Estate to repair

The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon prior notice (except in the case of emergency) to enter upon other parts of the Land 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 Land 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 subject to payment of the prescribed fees (if any) and his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any), the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) 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.
3. In addition to the above easements, rights and privileges, the Owner of each Commercial Unit shall have the right of access to and from such part or parts of the Commercial Air-conditioner Platforms appertaining to his Commercial Unit through the Residential Common Areas on the Ground Floor, the First Floor and the Second Floor of the Estate and to install and/or attach onto the external walls the pipes, drains and wires leading from the relevant Commercial Air-conditioner Platforms to his Commercial Unit.
4. For the avoidance of doubt, the Owners shall have no right to enter upon any part of the Land or the Estate other than their own Units save as expressly herein provided.

PART B : EASEMENTS RIGHTS AND PRIVILEGES TO WHICH EACH UNIT IS SUBJECT

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

(a) Government's right under Government Grant

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

(b) Government's right of entry for purposes of installing and repairing the public street light

The full right and privileges of the Government and its authorized representatives at all reasonable times upon prior notice to enter into and upon the Land and the Estate for the purposes of installing, repairing, inspecting, checking, maintaining and replacing the public street light mounted or to be mounted on such part or parts of the external walls of the podium of the Estate as marked "WALL-MOUNTED STREET LIGHT UP TO HIGHWAYS DEPARTMENT STANDARD" and shown on the plans marked Plan Nos. DMC-01, DMC-02, DMC-03 and DMC-10 annexed to this Deed;

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

The full right and privilege of the Manager at all reasonable times upon prior notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon his Unit for the purposes of rebuilding, repairing, renewing, cleansing, painting, decorating, inspecting, examining or maintaining the Land 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 Land or the Estate or any part or parts thereof causing as little disturbance as possible and forthwith making good any damage caused thereby but without incurring any liabilities whatsoever (save and except in respect of any act or omission involving criminal liability or dishonesty or negligence) and without prejudice to the generality of the foregoing, the Manager shall have the right from time to time to install and remove anchors and other provisions at the building perimeter of the flat roof or roof forming part of a Residential Unit for operation of the building maintenance system including but not limited to gondola (if any). Without prejudice to the generality of the foregoing, the Manager shall have the full right of access to and from the flat roofs forming part of the relevant Residential Units on the Third Floor of the Estate for the purpose of carrying out the cleaning, maintenance and repair of the Common Areas and Facilities and to temporarily place and/or station a gondola (if any) or the equipment of the like at the said flat roofs on the Third Floor of the Estate for the said purpose.

(d) Other Rights

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

THE THIRD SCHEDULE ABOVE REFERRED TO

1. 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 Land or the Estate by other Owners Provided That any Owner who has obtained prior consent or approval from the Buildings Department or other competent Government authority or authorities as to such structural alteration (if required) shall not be considered to have breached the provision of this Clause. Without prejudice to the generality of the foregoing, the Owners of the Commercial Units shall have the right to demolish, remove or rebuild the (i) rear walls of their respective Commercial Units subject to the prior consent or approval of the competent Government authority or authorities and (ii) the partition wall separating Shops 1 and 2 on the Ground Floor of the Estate subject to mutual agreement between the Owners of the respective Commercial Units and the prior consent or approval of the competent Government authority or authorities (if required).
2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or whereby any insurance on the Land 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 Land or the Estate at any time in the course of construction and/or the management and the maintenance of the Land 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 Land and the Estate and/or any neighbouring premises.
5. No Owner shall use or permit or suffer his Unit to be used except in accordance with the Government Grant, this Deed, any Sub-Deed and any Ordinances and regulations from time to time applicable thereto.
6. No part of the Common Areas and Facilities shall be obstructed save with the licence of the Manager (who shall not grant the licence should the obstruction be in contravention of any Ordinances or regulations of Hong Kong or of this Deed or of any Sub-Deed) nor shall any refuse or other matter or thing be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or Occupiers of any other part of the Land and the Estate Provided That the placing of air-conditioning units on the air-conditioner platforms

adjoining each Residential Unit or such other area(s) as may be designated for that purpose shall not be a breach of this Clause notwithstanding that all these air-conditioner platforms or such other area(s) as may be designated for that purpose are part of the Residential Common Areas or Estate Common Areas (as the case may be).

7. No Owner shall cut, maim, alter, affix, interfere with, damage or in any other way affect or permit or suffer to be cut, maimed, altered, affixed, interfered with, damaged or in any other way affected any part of the Common Areas and Facilities Provided That the affixing or installation of advertising signs (including the supporting structures thereof) by the Owner(s) of the Advertising Spaces at the upper part of the shop front of the Commercial Units designated as the Advertising Spaces under this Deed shall not constitute a breach of this Clause.
8. No clothing or laundry shall be hung on any flat roofs or roofs or outside the Estate or any part thereof 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 Land and the Estate may be clogged or efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected and to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision.
10. No air-conditioning or other units shall be installed through any windows or external walls 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 Land or the Estate. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Unit in good repair and condition.
11. No Owner shall use or cause or permit his Unit to be used for industrial or godown purposes or for the purpose of pawn shop, mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai" or any similar ceremony or as a boarding house, guest house or for any noisy or offensive trade or business.
12. No Owner shall make or cause or permit any disturbing noise in his Residential Unit or do or cause or permit or suffer anything to be done which will interfere with the rights, comfort, and convenience of other occupants of the Residential Development.
13. No Owner of a Residential Unit shall affix or install his own private aerial outside any part of the Estate.
14. Save as otherwise provided in this Deed and in particular 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 except with the prior written consent or approval of the Manager and the competent Government authority or authorities (if required).

15. Subject to (i) the right of the First Owner to design the first external appearance of the Estate upon construction thereof and (ii) the rights of the Owners of the Commercial Units under this Deed, no Owner shall paint the outside of the Estate or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Estate without the prior consent in writing of the Manager or the First Owner and in particular, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing either of a permanent or temporary nature shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in or about or on or at any part of the external walls or flat roofs or roofs of the Estate. For the avoidance of doubt, the placing of air-conditioning unit(s) on Flat Roof 1 of the Commercial Air-conditioner Platforms by the Owner of Shop 1 on the Ground Floor of the Estate and the demolition or removal of the rear walls of the Commercial Units by the Owners of the Commercial Units shall not constitute a breach of this Clause.
16. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from his Residential Unit any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
17. No Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Estate PROVIDED THAT (i) live poultry, birds or animals may be kept in a Residential Unit as pets unless the same has been the cause of reasonable complaint by the different Owners or Occupiers of at least two Units, (ii) trained guide dogs on leash for the blind may be brought into any part of the Estate whilst guiding any person with disability in vision, (iii) dogs, cats, pets, fowls, birds and other animals may be kept in any part of the Commercial Units operating as a pet shop or a veterinary clinic, (iv) there may be kept such livestock, live poultry or animals in such reasonable quantities and of such type as are appropriate in relation to the business of any restaurant operating in the Commercial Units.
18. No Owner shall cause and/or allow the children to cause any damage to or discolouration to decorations in any part or parts of the Estate. Any such damage caused shall be paid for by the Owner or Occupier of the relevant Residential Unit.
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 may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.
22. No Owner shall make any alteration to or interfere with any fire fighting equipment or suffer to be done anything to such equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder.
 23. No Owner of a Residential Unit without the prior written consent of the Manager first having been obtained shall lock the doors or entrances of any flat roofs or roofs of his Residential Unit having access to any part of the Common Areas and Facilities which shall at all times remain open and unobstructed. In case the access is being obstructed the Manager shall have the power to restore the access to such condition so as to comply with the regulations of the Fire Services Department or other relevant Government regulations at the expense of the Owner in default.
 24. No Owner of a 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. 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.
 27. Each Owner shall keep and maintain his Unit and all wirings and pipings thereto 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 Land and the Estate. The expenses of keeping in good and substantial repair and condition the interior of any Unit and all the fixtures and fittings and all plumbings therein or appertaining thereto and all the windows and doors thereof shall be borne by the Owner of such Unit.

28. 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.
29. 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.
30. No Owner shall without the prior written consent or approval of the Manager and the competent Government authority or authorities (if required) erect or place or cause or permit to be erected or placed any advertising signs or other structures on the flat roof, the roof or upper roof and the Manager shall have the right to enter to remove anything erected or placed on such flat roof, roof or upper roof or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
31. 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.
32. 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).
33. 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.
34. 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.
35. No Owner shall exercise or attempt to exercise any statutory or common law right to partition the Land or the Estate.
36. Every Owner shall observe and comply with the terms and conditions of the Government Grant and this Deed.
37. No Owner (including the First Owner) shall convert or designate his Unit or any part thereof to be part of the Common Areas unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas or any part thereof to

his or its own use or benefit save as otherwise provided for when the area in question was so converted or designated. Notwithstanding the above, an Owner may convert or designate his Unit or any part thereof as common areas for the common use or benefit of some but not all the Owners (“the affected Owners”); and in that event, only the approval of the affected Owners will be required. Provided That no expenses for the maintenance or management of such common areas shall be borne or paid by any other Owners who do not share in the common use or benefit thereof. The affected Owners may not reconvert or re-designate any such common areas to the own use or benefit of one or more of them unless it is so provided for when the area in question was so converted or designated.

38. No Owner shall without the prior written consent or approval of the Manager and the competent Government authority or authorities (if required) erect or build or suffer to be erected or built on or upon the flat roofs or roofs forming part of a Residential Unit any walls, windows, gates, doors, curtains, external awnings, canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said flat roofs or roofs will be enclosed or partitioned either in whole or in part.
39. No Owner except the Owner having the exclusive right to use and occupy the flat roof or a specified part of the roof which forms part of his Residential Unit shall have the right to use the flat roof or that part of the roof except in the event of fire or emergency. The Owner and/or Occupier of the flat roof or that part of the roof shall ensure that the escape to and through the same shall not be in any way impeded or obstructed.
40. The Recreational Areas and Facilities shall only be used and enjoyed for recreational purposes by the residents of the Residential Units and their bona fide guests and visitors and subject to the provisions of this Deed, any Sub-Deed, the Estate Rules and such rules as may from time to time be laid down by the Manager. Only those with residents' cards or residents' permits will be allowed to enter and use the Recreational Areas and Facilities.
41. No Owner (including the First Owner) shall convert any part of the Common Areas to his own use or for his own benefit except with the prior approval of the Owners' Committee. Any payment received for such approval shall be credited to the Special Funds.
42. The Owners of those Residential Units that are enclosed with curtain wall system shall be responsible for the maintenance, repair and replacement (if so required) of the openable parts and such pieces of glass panels of the curtain wall system which form part of their respective Residential Units in accordance with the standards and requirements laid down by the Manager at all times and from time to time. The Owners shall also be responsible for the cleaning of the inside surface of the non-openable parts of the curtain wall system (including the glass panels) facing their respective Residential Units regardless of whether such non-openable parts form part of the Residential Common Areas.
43. The Owners of the Residential Units on the Third Floor of the Estate shall be responsible for the cleaning of the inside surface of the parapet walls surrounding the flat roof of their Residential Units

and shall allow the gondola (if any) to rest on the flat roof of their Residential Units so as to enable the Manager to repair and maintain the Common Areas and Facilities.

44. The Owners of those Residential Units consisting of balconies, utility platforms, flat roofs or specified parts of roofs shall be responsible for the maintenance, repair and replacement (if so required) of the glass balustrades, metal balustrades or the railings (as the case may be) of the balconies, utility platforms, flat roofs or specified parts of roofs of their respective Residential Units in accordance with the standards and requirements laid down by the Manager. Without prejudice to the generality of the foregoing, the Owners of Flats A and B on the Thirty-First Floor of the Estate with specified parts of the roofs shall be responsible for cleaning the inside surfaces of the fire-rated glass walls facing their respective parts of the roofs.

THE FOURTH SCHEDULE ABOVE REFERRED TO

ALLOCATION OF MANAGEMENT UNITS

(1) Residential Units	<u>No. of Units</u>	<u>No. of Management Units per Unit</u>	<u>Total No. of Management Units</u>
Flat A on 3/F with BAL, UP and Flat Roof	1	47	47
Flat B on 3/F with BAL and Flat Roof	1	27	27
Flat C on 3/F with BAL and Flat Roof	1	27	27
Flat D on 3/F with BAL and Flat Roof	1	27	27
Flat E on 3/F with BAL, UP and Flat Roof	1	48	48
Flats A on 5/F to 29/F, each with BAL and UP	22	46	1,012
Flats B on 5/F to 29/F, each with BAL	22	27	594
Flats C on 5/F to 29/F, each with BAL	22	27	594
Flats D on 5/F to 29/F, each with BAL	22	27	594
Flats E on 5/F to 29/F, each with BAL and UP	22	47	1,034
Flat A on 30/F with BAL, UP and Flat Roof	1	82	82
Flat B on 30/F with BAL, UP and Flat Roof	1	84	84
Flat A on 31/F with BAL, UP, Flat Roof on Roof and Stairhood	1	88	88
Flat B on 31/F with BAL, UP, Flat Roof on Roof and Stairhood	1	89	89
		Sub-total:	<hr/> 4,347
(2) Commercial Units			
Shop 1 with Space 1 on G/F, Flat Roof 1 on 1/F and Advertising Signage Space 1	1	216	216
Shop 2 with Space 2 on G/F, Air-conditioner Platform 2 on 2/F and Advertising Signage Space 2	1	271	271
		Sub-total:	<hr/> 487
		Total=(1)+(2):	<hr/> 4,834

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

THE FIFTH SCHEDULE ABOVE REFERRED TO
WORKS AND INSTALLATIONS

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) 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.

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

Solicitor, Hong Kong SAR

INTERPRETED to the First Assignee by :-

Solicitors, Hong Kong

SEALED with the Common Seal of the Manager)
)
in the presence of and)
)
SIGNED by)
)
)
)
whose signature(s) is/are verified by :-)

Solicitor, Hong Kong SAR

DATED the _____ day of _____ 201

DEED OF MUTUAL COVENANT AND
MANAGEMENT AGREEMENT
in respect of
[_____ (_____)]

VINCENT T. K. CHEUNG, YAP & CO.
SOLICITORS AND NOTARIES
HONG KONG

Our ref :
Filename :