

27. 斜坡維修

MAINTENANCE OF SLOPES

A. 如批地文件規定，發展項目中的住宅物業的擁有人須自費維修任何斜坡不適用。

B. 如擁有人已承諾擁有人自費就發展項目維修任何斜坡不適用。

C. 如根據公契，發展項目的管理人獲擁有人授權進行維修工程

1. 公契及管理協議(「公契」)第13(h)(xii)條訂明管理開支應包括檢查、維修及保養斜坡及護土牆的費用，根據批地文件或公契，並按照《斜坡維修指南》和《斜坡維修手冊》的要求，該維修保養的責任由所有擁有人負責。

2. 公契第38(bi)條訂明：-

「38.在《建築物管理條例》及本公契的條文的約束下，每位擁有人在此不可撤回地委任管理人為代理人，使該管理人在其被委任為該地段及該屋苑的管理人間，獲受全權針對其他一位或多位擁有人執行本公契的條文，以及處理按照本公契的條文妥為授權的任何有關公用地方及設施的事宜。在《建築物管理條例》的條文加上本公契所賦予的其他權力的約束下，管理人獲授全權及不受限制地須為了或與該地段及該屋苑的妥善管理有關而作出所有必要或恰當的行為及事情，而該妥善管理包括(尤其是以下事宜但在各方面都不受上述的一般性事宜加以限制):-

(bi)聘請合資格人員以遵守批地文件並按照《斜坡維修指南》和《斜坡維修手冊》，以及按照由恰當的政府部門不時發出有關斜坡、護土牆及相關構築物的所有指南，以檢查、保存及保養任何斜坡及護土牆，並向所有擁有人收取因管理人進行這等維修而合法地已招致或將會招致的一切費用。倘若管理人已經盡了一切合理努力而仍未能向所有擁有人收取根據本公契的條款所需工程的費用，則管理人不會因執行批地文件的任何有關要求而負上個人責任，該責任仍須由擁有人負責。」

3. 公契第78(b)條訂明：-

「78. (b) 擁有人必須按照批地文件及本公契的要求，並符合《斜坡維修指南》和《斜坡維修手冊》，以自費保養及進行有關斜坡及護土牆的所有工程。首名業主須自本公契日期起計一個月內將一份完整的《斜坡維修手冊》副本存放在屋苑的管理處，以供所有擁有人免費參閱，並在繳付合理費用後可取得副本。所有有關收入須撥入特別基金。為遵守批地文件及本公契，並符合《斜坡維修指南》，以及所有由恰當的政府部門不時發出有關斜坡、護土牆及相關構築物的指南，管理人(為本條目的包括業主委員會或業主立案法團)現在此獲得所有擁有人授予全權聘請合資格人員檢查、保存及維修這等斜坡及護土牆，以保持其在妥善及維修充足的良好狀況，並就任何該等斜坡及護土牆進行任何必要的工程。所有擁有人須向管理人支付其因進行這等維修、修葺及任何其他工程而合法地招致的一切費用。倘若管理人已經盡一切合理努力而仍未能向所有擁有人收取所需工程的費用，則管理人不會因執行批地文件及本公契的有關要求而負上個人責任，該責任仍須由擁有人負責。」

4. 附於公契並只為識別目的而顯示在已經或將會在發展項目所位於的土地範圍之內或之外建造的斜坡、護土牆或相關構築物的圖則已在本部分第115頁列出。

5. 根據政府的斜坡維修責任資訊系統的記錄：-

(a)發展項目的擁有人須負責維修斜坡編號 11SW-A/FR116(1); 及

(b)內地段第834號B段第1分段餘段的擁有人須負責維修斜坡編號11SW-A/R752。

6. 根據公契，發展項目的所有擁有人均須分擔在已經或將會在發展項目所位於的土地範圍之內或之外建造的斜坡及任何護土牆或相關構築物的維修工程費用。

7. 根據公契，管理人獲擁有人授權進行在已經或將會在發展項目所位於的土地範圍之內或之外建造的斜坡及任何護土牆或相關構築物的維修工程。

A. If the land grant requires the owners of the residential properties in the development to maintain any slope at their own cost

Not applicable.

B. If the owner has undertaken to maintain any slope in relation to the development at that owner's own cost

Not applicable.

C. If, under the deed of mutual covenant, the manager of the development has the owners' authority to carry out the maintenance work

1. Clause 13(h)(xii) of the Deed of Mutual Covenant incorporating Management Agreement ("the Deed of Mutual Covenant") stipulates that the Management Expenses shall cover the cost of inspecting, repairing and maintaining the Slopes and Retaining Walls the maintenance of which is the liability of the Owners under the Government Grant or the Deed of Mutual Covenant and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual.

2. Clause 38(bi) of the Deed of Mutual Covenant stipulates that: -

"38. Subject to the BMO and the provisions of this Deed, each Owner hereby irrevocably APPOINTS the Manager as agent for the period during the term of the Manager's appointment as the Manager of the Lot and the Estate with full power of delegation to enforce the provisions of this Deed against the other Owner or Owners and in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed. Subject to the provisions of the BMO and 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 proper management of the Lot and the Estate and the management thereof including in particular the following but without in any way limiting the generality of the foregoing: -

(bi) To engage qualified personnel to inspect keep and maintain any of the Slopes and Retaining Walls in compliance with the Government Grant and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate government department regarding the maintenance of slopes, retaining walls and related structures and to collect from the Owners all costs lawfully incurred or to be incurred by the Manager in carrying out such maintenance Provided That the Manager shall not be made personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager is unable to collect the costs of the required works from all Owners pursuant to the terms of this Deed."

3. Clause 78(b) of the Deed of Mutual Covenant stipulates that: -

"78.(b) The Owners shall at their own expense maintain and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and this Deed and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual. The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office within one month from the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be

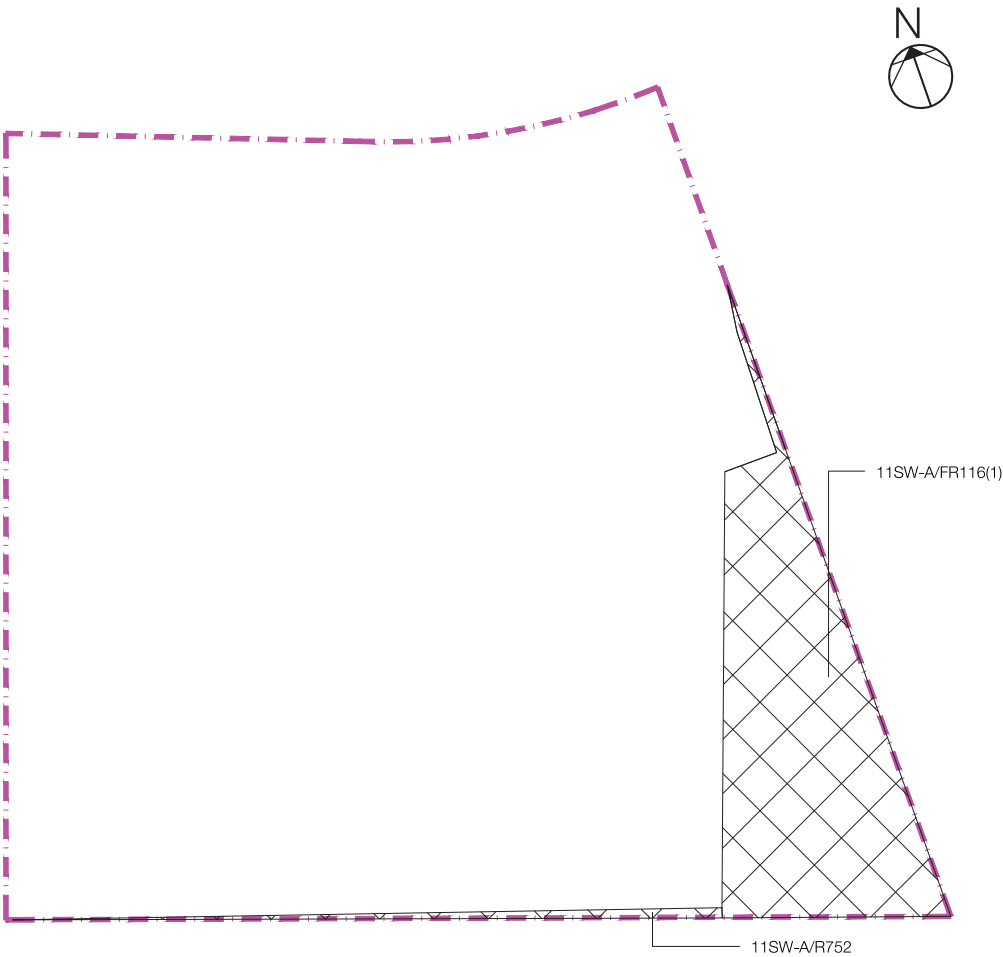
27. 斜坡維修

MAINTENANCE OF SLOPES

credited to the Special Fund. The Manager (which for the purpose of this Clause shall include the Owners' Committee or Owners' Incorporation) is hereby given full authority by the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of the Slopes and Retaining Walls in compliance with the Government Grant and this Deed and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures. All Owners shall pay to the Manager all costs lawfully incurred or to be incurred by it in carrying out such maintenance, repair and any other works. The Manager shall not be personally liable for carrying out any such requirements of the Government Grant and this Deed which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners.”

- 4. The plan annexed to the Deed of Mutual Covenant for identification purpose only showing the slope, retaining wall or related structures constructed, or to be constructed, within or outside the land on which the development is situated is set out on page 115 in this section.
- 5. According to the record of the slope maintenance responsibility information system maintained by the Government:-
 - (a) the Owners of the development are responsible for the maintenance, etc. of Slope No. 11SW-A/FR116(1); and
 - (b) the owners of the Remaining Portion of Subsection 1 of Section B of Inland Lot No.834 are responsible for the maintenance, etc. of Slope No. 11SW-A/R752.
- 6. Under the Deed of Mutual Covenant, all owners of the development are obliged to contribute towards the costs of the maintenance work of the slope and any retaining wall or related structures constructed, or to be constructed, within or outside the land on which the development is situated.
- 7. Under the Deed of Mutual Covenant, the Manager has the owners’ authority to carry out the maintenance work of the slope and any retaining wall or related structures constructed, or to be constructed, within or outside the land on which the development is situated.

斜坡及護土牆平面圖
Slope and Retaining Walls Plan



- 發展項目的地界
Site boundary of the development
- 斜坡及護土牆
Slopes and retaining walls