

16 公共設施及公眾休憩用地的資料

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

A. 批地文件規定須興建並提供予政府或供公眾使用的任何設施

1. 描述

- (a) 批地文件特別條款第(5)(a)(i)條所指的「黃色範圍」[^]。
- (b) 批地文件特別條款第(6)(a)條所指的「黃色加黑點範圍」[^]。
- (c) 批地文件特別條款第(20)(d)條所指的「行人走廊」。
- (d) 批地文件特別條款第(21)(a)條所指的「行人天橋連接點」。
- (e) 批地文件特別條款第(48)條所指的「現有行人路」及新行人路*。

備註：

[^] 「黃色範圍」及「黃色加黑點範圍」已於2021年7月15日交回予政府。

* 經地政總署署長書面同意，「現有行人路」已改道「該地段」的邊界外，成為新行人路。政府已經根據香港法例第124章《收回土地條例》收回新行人路，新行人路於2019年12月27日根據政府第6046號公告歸還給政府。新行人路現已不存在。

2. 公眾有權按照批地文件使用上述第1(c)段及上述第1(d)段所述的設施。

B. 批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施

1. 描述

- (a) 批地文件特別條款第(20)(d)條所指的「行人走廊」。
- (b) 批地文件特別條款第(21)(a)條所指的「行人天橋連接點」。

2. 公眾有權按照批地文件使用上述第1(a)段及上述第1(b)段所述的設施。

3. 該等設施按規定須由期數中的住宅物業的擁有人出資管理、營運或維持。

4. 期數中的住宅物業的擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施的部分開支。

C. 根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的尺寸

不適用。

D. 期數所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部分

不適用。

E. 顯示該等設施、休憩用地及土地中的該等部分的位置的圖則

請參閱本節結尾部分的圖則。

F. 批地文件中關於該等設施、休憩用地及土地中的該等部分的條文

(1) 批地文件特別條款第(5)條規定：

『(a)「承批人」須：

- (i) 在2023年12月31日*(或由「署長」批准的其他日期)或之前，自費並全面令「署長」滿意鋪設、形成和進行園景美化附圖一標示為黃色範圍(下稱「黃色範圍」)(「黃色範圍」中用作本文特別條款第(36)(a)(i)條所指的車輛通行處通往馬適路的車輛通路除外，但該部分的路線須經「署長」批准)，其方式、材料、標準、水平、路線和設計須經「署長」批准；及

* (註：根據一封由地政總署於2020年9月3日致「承批人」的信函，此期限已延後至2024年6月30日。)

- (ii) 自費保養「黃色範圍」或其任何部分使其狀況良好，並令「署長」滿意，直至「黃色範圍」或其任何部分的管有權根據本文特別條款第(7)條重新交付給「政府」為止。

- (b) 倘若「承批人」未能在指定日期內履行本特別條款(a)款下的義務，「政府」可進行必要的工程，費用由「承批人」負責，「承批人」須按要求向「政府」支付相等於該等費用的金額，該金額由「署長」決定，其決定作最終論並對「承批人」具約束力。

- (c) 倘若因「承批人」履行本特別條款(a)款的義務或「政府」行使本特別條款(b)款等的權利或其他情況導致或令「承批人」或任何其他人士蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔任何責任。「承批人」不得就任何該等損失、損害、滋擾或騷擾向「政府」作出索償。』

(2) 批地文件特別條款第(6)條規定：

『(a)「承批人」須在2023年12月31日*(或由「署長」批准的其他日期)或之前，自費令「署長」滿意，在附圖一所標示為黃色加黑點範圍(下稱「黃色加黑點範圍」)(「黃色加黑點範圍」中用作本文特別條款第(36)(a)(i)條所指的車輛通行處通往馬適路的車輛通路除外，但該部分的路線須經「署長」批准)進行及完成「署長」行使絕對酌情決定權指示的土力勘探工程、斜坡處理、山泥傾瀉預防、緩解及補救工程及環境美化工程。「承批人」須在管有「黃色加黑點範圍」或其任何部分的任何時間內，自費保養「黃色加黑點範圍」，包括該處所有土地、斜坡處理工程、護土結構、排水及任何其他工程，以保持其修葺妥當及狀況良好，令「署長」滿意。如「黃色加黑點範圍」或其任何部分於「承批人」於其管有期間發生山泥傾瀉、地陷或土地滑土，「承批人」須自費修復，令「署長」滿意。而倘若「署長」認為任何毗連或毗鄰地方因此受影響(其的決定作最終論並對「承批人」具約束力)，亦須一併修復。「承批人」須向「政府」、其代理及承辦商彌償由此招致的所有索償、訴訟、開支和費用。「承批人」須在其管有「黃色加黑點範圍」或其任何部分的任何時間確保「黃色加黑點範圍」無任何非法挖掘或棄置。如事前獲「署長」書面批准，「承批人」可架設圍欄或其他屏障防止此等非法挖掘或棄置。如有違反任何此等條款，「署長」除擁有本文訂明的其他權利或補償權外，也有權隨時發出書面通知要求「承批人」進行土力勘探工程、斜坡處理、山泥傾瀉預防、緩解及補救工程，以及保養修復或還原任何受山泥傾瀉、地陷或土地滑土影響的土地、結構或工程。如「承批人」疏忽或未能令「署長」滿意於指明期限內履行通知的規定，「署長」可於期限屆滿後執行和進行所需的工程，「承批人」須在接獲通知時向「政府」償還有關的費用。

* (註：根據一封由地政總署於2020年9月3日致「承批人」的信函，此期限已延後至2024年6月30日。)

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- (b) 即使本特別條款(a)款有任何規定，「承批人」就「黃色加黑點範圍」或其任何部分的義務和權利將在「政府」就此作出通知時完全終止。「承批人」不得就該終止而引致的任何損失、損害、滋擾或開支而向「政府」、「署長」或其授權官員提出索償。但是，該終止不會損害「政府」對任何先前違反、不履行或不遵守本特別條款(a)款的權利或補救措施。』
- (3) 批地文件特別條款第(7)條規定：
『僅為進行本文特別條款第(5)條及第(6)條規定的必要工程，「承批人」於本協議日獲「黃色範圍」及「黃色加黑點範圍」的管有權。「承批人」須在「政府」要求時在「署長」發出信函的指定日期把「黃色範圍」及「黃色加黑點範圍」或其任何部份交回給「政府」。惟「政府」無義務按「承批人」的要求收回「黃色範圍」及「黃色加黑點範圍」或其任何部分的管有權，但可以在其認為適當時收回。』
- (4) 批地文件特別條款第(8)條規定：
『未經「署長」事先書面同意，「承批人」不得將「黃色範圍」及「黃色加黑點範圍」用作儲物或興建任何臨時結構物或用作進行本文特別條款第(5)條和第(6)條規定的工程以外的任何其他用途或用作本文特別條款第(5)條和第(6)條規定的通道，或用作本文特別條款第(48)條規定的「現有行人路」。』
- (5) 批地文件特別條款第(9)條規定：
『「承批人」須於管有「黃色範圍」及「黃色加黑點範圍」或其任何一個或多個部分的所有合理時間內，批准「政府」、「署長」及其官員、承辦商、代理，及獲「署長」授權的任何人士有權通行、進出、往返及行經「該地段」、「黃色範圍」及「黃色加黑點範圍」，以便視察、檢查及監督遵照本文特別條款第(5)(a)條及第(6)(a)條規定進行的任何工程，以及進行、視察、檢查及監督本文特別條款第(5)(b)條及第(6)(a)條規定的工程，及「署長」認為於「黃色範圍」內及「黃色加黑點範圍」內必要的任何其他工程。』
- (6) 批地文件特別條款第(20)(d), (e), (f), (g)及(h)條規定：
『(d) 「承批人」須自費並令「署長」全面滿意，提供一條6米寬的行人路，以連接本文特別條款第(21)(a)條指的「行人天橋連接點」及「該等行人天橋」(下稱「行人走廊」)。
(e) 「承批人」須在完成本文特別條款第(21)(a)條指的任何一條「該等行人天橋」的連接工程後，並在其後本文協定批授的整個年內，開放本特別條款(d)款要求提供的「行人走廊」給公眾每天24小時免費使用，並不會受到任何干擾。
(f) 茲明確同意、聲明及規定，就本特別條款(e)款向「承批人」施加的義務，不等如「承批人」打算授予、或「政府」同意授予公眾有關「行人走廊」的通道權。
(g) 明確同意並聲明，本特別條款(e)款向「承批人」施加的義務，將不會引起對任何就額外的地盤覆蓋率或地積比率特許或權利的期望或申索，不論是根據《建築物(規劃)規例》第22(1)條、或其修訂本或替代本等。為免存疑，「承批人」明確放棄就額外的地盤覆蓋率或地積比率特許或權利的任何或全部申索，不論是根據《建築物(規劃)規例》第22(1)條、或其修訂本或替代本等。
(h) 「署長」可全權酌情自行決定是否將全部「行人走廊」或其任何部分不計入本文特別條款第(12)(c)條指的總樓面面積，其決定作最終論並對「承批人」具約束力。』
- (7) 批地文件特別條款第(21)條規定：
『(a) 「承批人」須在2023年12月31日*(或由「署長」批准的其他日期)或之前，自費令「署長」全面滿意，在附圖一標示的Q和Q1點與U和U1點之間或其他「署長」書面批准的地點其上現已或將會興建的建築物周圍，提供及建造結構支撐和連接點(該等結構支撐和連接點以下統稱「行人天橋連接點」)，及其後維持、保養、管理和維修，以保持其修葺妥當及狀況良好，令「署長」滿意，以迎接在附圖一標示為"PROPOSED FOOTBRIDGE"附近的位置將要建造的兩條行人天橋(下稱「該等行人天橋」)，以便在該處興建「該等行人天橋」，及行人可以從「行人走廊」進入和離開「該等行人天橋」。「承批人」須按「署長」要求或批准的高度、水平、寬度、位置、材料、設計、規格、標準和水平建造「行人天橋連接點」。
*(註：根據一封由地政總署於2020年9月3日致「承批人」的信函，此期限已延後至2024年6月30日。)
(b) 「政府」和其可授予其該等權利的人士，保留無需支付所有費用並享有支撐權，和將「該等行人天橋」和「行人天橋連接點」在附圖一分別顯示為Q和Q1點和U和U1點的地點或其他「署長」書面批准的地點連接起來的權利。
(c) 在本文協定批授的整個年內，「政府」和其可授予其該等權利的人士，保留通行、進出、往返及行經「該地段」或其任何部份的必要權利，及管有「該地段」一個或多個部份的權利，以建造、連接和隨後檢查、維修、管理、修理、更新和拆除「該等行人天橋」。
(d) 倘若「承批人」未有在規定時限履行本特別條款(a)、(g)款的義務，「政府」可以進行必要的給予、建造、維修、保養及維修工程，費用由「承批人」承擔。「承批人」須按要向「政府」繳付一筆相等於該費用的款項，款額由「署長」決定，其決定作最終論並對「承批人」具約束力。
(e) 「承批人」須在本文協定批授的整個年內的所有合理時間內，允許「政府」、其官員、代理、許可人士，及其承辦商及工人或其他獲「政府」授權的人，不論是否帶同工具、設備、機器或車輛，在向「承批人」作出事前通知後，行使權利通行、進出、往返及行經「該地段」或其任何部份及在其現已或將會興建的建築物，以提供、建造、連接和隨後檢查、維修、管理、修理、更新「行人天橋連接點」，及檢驗、檢查和監督本特別條款(a)、(g)款下的工程。
(f) 「政府」、其官員、代理、許可人士，及其承辦商及工人或其他獲「政府」授權的人，就其行使本特別條款(b)、(c)、(d)、及(e)款下的權利，引起或導致「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概不承擔任何責任。「承批人」不得就任何損失、損害、滋擾或騷擾提出申索。
(g) (i) 倘若「該地段」或其任何部份重新發展而「行人天橋連接點」或其任何部份需要被拆除，如「署長」要求，「承批人」須在「署長」規定的限期內自費並令「署長」全面滿意，建造和完成新結構支撐和連接，以更換「行人天橋連接點」，其設計、規格、標準、水平、材料、寬度、高度和位置須由「署長」批准或要求。
(ii) 本特別條款(g)(i)款下已興建或將會興建的任何新結構支撐和連接，此等條款所述的「行人天橋連接點」將被視為指該等新結構支撐和連接。

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- (h) 為免存疑，「承批人」在此承認並同意，「政府」絕不保證將來會興建「該等行人天橋」，而「政府」就若沒有興建「該等行人天橋」或其任何部份而引起或導致「承批人」招致或蒙受任何申索、損失、損害，概不承擔任何責任。
- (i) 除非「署長」事先同意，否則不得更改或增加「行人天橋連接點」或其任何部分。
- (j) 本文特別條款第(20)(a)條指的分段行人路或行人道、「行人走廊」及「行人天橋連接點」，須被指定為並構成本文特別條款第(25)(a)(v)條所指的「公用地方」。

(8) 批地文件特別條款第(48)條規定：

『「承批人」確認在「該地段」和「黃色範圍」內附圖一標示為 "FP" 建築了一條現有行人路(下稱「現有行人路」)。「承批人」須自費全面令「署長」滿意維持、維修及修理「現有行人路」，及准許公眾全天24小時免費無障礙地通過及通行「現有行人路」。「承批人」可自費改道「現有行人路」至「署長」批准的位置和路線，但須獲得「署長」事先書面批准及符合「署長」施加的任何條件，前提是新的行人路寬度不得少於1.5米。「承批人」須就直接或間接地因其不履行本特別條款下的義務或因進行本特別條款下的任何工程而引起或與之相關的責任、索償、成本、要求、行動或其他訴訟等向「政府」時刻作出彌償。』

G. 指明住宅物業的每一公契中關於該等設施、休憩用地及土地中的該等部分的條文

(1) 公契的定義規定：

『在本公契中，除文意允許或另有規定外，以下詞語具有以下含義：

「行人天橋連接點」指「批地文件」特別條款第(21)(a)條所稱為「行人天橋連接點」的結構支撐和連接點，其當前位置(僅供識別之用)在圖則DMC-05以"FOOTBRIDGE CONNECTIONS"標示(圖則經「認可人士」或其代表核證為真實)。「行人天橋連接點」一詞包括任何根據「批地文件」特別條款第(21)(g)(i)條建造的新結構支撐和連接。

「行人走廊」指「批地文件」特別條款第(21)(a)條所稱為「行人走廊」的行人走廊，於公契圖則DMC-05以橙色加黑點及以 "PEDESTRIAN WALKWAY" 標記顯示，僅供識別，其上蓋於公契圖則DMC-06以橙色加黑點及以 "COVER OF PEDESTRIAN WALKWAY" 標記顯示(圖則經「認可人士」或其代表核證為真實)，僅供識別。

「黃色範圍」是指及應「批地文件」特別條款第(5)(a)條所指的「黃色加黑點範圍」所定義。

「黃色加黑點範圍」是指及應「批地文件」特別條款第(6)(a)條所指的「黃色加黑點範圍」所定義。』

(2) 公契第8(k)條規定：

『每一位「業主」與「首名業主」訂立契約，目的是本公契授予「首名業主」的契諾、權利、權益、例外和保留，對每一位「業主」及其各自的繼承人和受讓人具有約束力，並旨在及須隨「該地段」和「屋苑」及其任何權利轉移，於「首名業主」仍然是任何「不分割份數」的實益擁有人期間的任何時候，擁有唯一、絕對及排他的絕對和不受限制的酌情權，在其認為合適的情況下，不需經任何其他「業主」、「業主委員會」、「業主立案法團」或「管理人」(以下限制除外)的同意或贊成，進行以下所有或任何活動或行為，及行使以下所有或任何明確例外及保留及(在適當的情況下)批予及授予「首名業主」的權利：-

- (k) 根據「批地文件」特別條款第(21)(a)及(g)條建造「行人天橋連接點」及任何相關結構以接收「該等行人天橋」的權利。』

(3) 公契第13(i)(xviii), (xix), (xxiv), (xxvi)及(xxvii)條規定：

『「管理開支」須包括為了良好和有效率地管理和保養「該地段」、「屋苑」及「公用地方及設施」而必要及合理地招致的所有支出，包括但在不影響前述條文一般性的原則下以下各項費用、收費及支出：

(xviii) 為履行及遵守「批地文件」特別條款第(6)(a)條，與保養「黃色加黑點範圍」，包括其內及其上的所有土地、斜坡處理工程、擋土結構、排水系統和任何其他工程相關所招致的所有費用及開支(直至其管有交還予「政府」)；

(xix) 為履行及遵守「批地文件」特別條款第(5)(a)(ii)條，與保養「黃色範圍」相關所招致的所有費用及開支(直至其管有交還予「政府」)；

(xxiv) 根據「批地文件」特別條款第(20)(e)條，全天24小時開放「行人走廊」免費供公眾使用，不受任何干擾的所有費用及開支；

(xxvi) 在「新路」竣工前，整修、翻新、保養及/或維修(i)建造「車輛通行處」的一個或多個區域；及(ii)「黃色範圍」部份及「黃色加黑點範圍」部份用作「車輛通行處」通往馬適路的通道，使其符合整個「屋苑」設計的標準和條件的所有費用及開支，及在「車輛通行處」使用期間，在符合有關政府當局要求的情況下，與保留、維修和維護在「黃色範圍」及「黃色加黑點範圍」內用作「車輛通行處」通往馬適路的現有道路溝壑和U形通道有關的所有費用及開支；

(xxvii) 在「新路」竣工後，根據「批地文件」特別條款第(36)(b)條恢復和景觀美化(i)建造「車輛通行處」的一個或多個區域；及(ii)「黃色範圍」部份及「黃色加黑點範圍」部份用作「車輛通行處」通往馬適路的通道的所有費用及開支。』

(4) 公契第37(bk), (bl), (bo), (bu)及(by)條規定：

『受限於《建築物管理條例》的條款，「管理人」有權代表所有「業主」根據本公契的條款，就必要或合適管理「屋苑」而作出所有相關行為及事情，每位「業主」在此不得撤回地委任「管理人」作為代理人處理有關任何涉及「公用地方及設施」的事情。除了本公契明確規定的其他權力外，惟受《建築物管理條例》監管，「管理人」擁有充分及不受限制的權限為妥善管理「該地段」及「屋苑」作出所有必要或合適的行為和事情，在任何方面不影響前述條文一般性的原則下包括：

(bk) (在「黃色加黑點範圍」尚未根據「批地文件」交還管有予「政府」時)代表「業主」根據「批地文件」保養「黃色加黑點範圍」，包括其內及其上的土地、斜坡處理工程、擋土結構、排水系統和任何其他工程，以履行及遵守「批地文件」特別條款第(6)(a)條；

(bl) (在「黃色範圍」尚未根據「批地文件」交還管有予「政府」時)代表「業主」根據「批地文件」保養「黃色範圍」，以履行及遵守「批地文件」特別條款第(5)(a)(ii)條；

(bo) 有唯一權力代表所有「業主」與「政府」或任何法定機構或公共事業公司或其他主管當局或任何其他人士處理任何所有觸及或關於「黃色加黑點範圍」或「黃色範圍」(直至其管有根據「批地文件」分別交還予「政府」)；

16 公共設施及公眾休憩用地的資料 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

- (bu) 根據「批地文件」特別條款第(20)(e)條全天24小時開放「行人走廊」免費供公眾使用，不受任何干擾；
- (by) (i) 在「新路」竣工之前，整修、翻新、保養及/或維修(i)建造「車輛通行處」的一個或多個區域；及(ii)「黃色範圍」部份及「黃色加黑點範圍」部份「車輛通行處」通往馬適路的通道，使其符合整個「屋苑」設計的標準和條件，費用由「業主」支付，及並且在「車輛通行處」使用期間，在符合有關政府當局要求的情況下，保留、維修和維護在「黃色範圍」及「黃色加黑點範圍」內用作「車輛通行處」通往馬適路的現有道路溝壑和U形通道，費用由「業主」支付；及
- (ii) 在「新路」竣工後，根據「批地文件」特別條款第(36)(b)條，在地政總署署長指定的時限內，恢復和景觀美化(i)建造「車輛通行處」的一個或多個區域；及(ii)「黃色範圍」部份及「黃色加黑點範圍」部份用作「車輛通行處」通往馬適路的通道，令地政總署署長全面滿意，費用由「業主」支付。』
- (5) 公契第81條規定：
- 『(a) 在不損害「首名業主」在本公契第8(k)條的權力及「管理人」在本公契第37條的責任的前提下，「首名業主」須根據「批地文件」特別條款第(21)(a)條提供及建造「行人天橋連接點」，及「管理人」須代表「業主」保養、維持、管理及維修「行人天橋連接點」，以保持其修葺妥當及狀況良好，令地政總署署長滿意。
- (b) 為了建造「該等行人天橋」、連接「該地段」和「屋苑」及「該等行人天橋」，及「政府」根據「批地文件」特別條款第(21)條行使其他權利，「業主」及「管理人」須在收到相關「政府」當局的事前通知後，允許「政府」、其官員、代理、許可人士，及其承辦商、工人或其他獲「政府」授權的人(不論是否帶同工具、儀器、設備、機器或車輛)，在所需的所有合理時間內而不用支付費用及開支進入「公用地方」，以進行該等建築和連接工程(包括但不限於在「行人天橋連接點」之、之上、之間及/或上方的任何活動接頭的連接和其他裝置和材料)，及任何其他未來的維修、保養和更換工程，費用由「政府」承擔。在不限制本公契第37(b)條的一般性的情況下，「管理人」應採取一切必要或合適的措施(包括但不限於臨時關閉「公用地方與設施」的任何部分)以遵守「批地文件」和任何「政府」對此等建築和連接工程以及任何其他未來與之相關的維修、保養和更換工程的要求。
- (c) 倘若「該地段」或其任何部分進行任何重建而須拆卸「行人天橋連接點」或其任何部分，則「管理人」應根據「批地文件」特別條款第(21)(g)(i)條，在地政總署署長要求時代表「業主」，於地政總署署長可能施加的時限內，建造和完成新的結構支撐和連接，其設計、規格、標準、水平、材料、寬度、高度及位置須符合地政總署署長的批准或要求，令地政總署署長全面滿意，以取代「行人天橋連接點」，費用由「業主」承擔。』
- (6) 公契附表三第44條規定：
- 『「業主」須履行及遵守「批地文件」特別條款第(6)(a)條而保養「黃色加黑點範圍」，包括其內及其上的所有土地、斜坡處理工程、擋土結構、排水系統和任何其他工程(直至其管有根據「批地文件」交還予「政府」)。』
- (7) 公契附表三第45條規定：
- 『「業主」須履行及遵守「批地文件」特別條款第(5)(a)(ii)條而保養「黃色範圍」直至其管有交還予「政府」。』

16 公共設施及公眾休憩用地的資料 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

A. Any facilities that are required under the land grant to be constructed and provided for the Government, or for public use

1. Description
 - (a) The Yellow Area as referred to in Special Condition No.(5)(a)(i) of the Land Grant[^].
 - (b) The Yellow Stippled Black Area as referred to in Special Condition No.(6)(a) of the Land Grant[^].
 - (c) The Pedestrian Walkway as referred to in Special Condition No.(20)(d) of the Land Grant.
 - (d) The Footbridge Connections as referred to in Special Condition No.(21)(a) of the Land Grant.
 - (e) The Existing Footpath and the new footpath as referred to in Special Condition No.(48) of the Land Grant*.

Remark:

[^] The Yellow Area and the Yellow Stippled Black Area were re-delivered to the Government on 15 July 2021.

* The Existing Footpath has been diverted outside the boundary of the lot with the written consent of the Director of Lands and became the new footpath. The new footpath was resumed by the Government under the Lands Resumption Ordinance (Cap. 124 of the laws of Hong Kong) and was reverted to the Government on 27 December 2019 pursuant to Government Notice (G.N. 6046). The new footpath is no longer in existence.

2. The general public has the right to use the facilities mentioned in paragraph 1(c) and (d) above in accordance with the Land Grant.

B. Any facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase

1. Description
 - (a) The Pedestrian Walkway as referred to in Special Condition No.(20)(d) of the Land Grant.
 - (b) The Footbridge Connections as referred to in Special Condition No.(21)(a) of the Land Grant.
2. The general public has the right to use the facilities mentioned in paragraph 1(a) and (b) above in accordance with the Land Grant.
3. The facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Phase.
4. The owners of the residential properties in the Phase are required to meet a proportion of the expense of managing, operating or maintaining the facilities through the management expenses apportioned to the residential properties concerned.

C. Size of any open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase.

Not applicable.

D. Any part of the land (on which the Phase is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F)

Not applicable

E. Plan that shows the location of those facilities and open spaces and those parts of the land

Please refer to the plan at the end of this section.

F. Provisions of the land grant that concern those facilities and open spaces, and those parts of the land

(1) Special Condition No.(5) stipulates that:

" (a) The Grantee shall:

- (i) on or before the 31st day of December 2023* (or such other date as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director lay, form and landscape the area shown coloured yellow on PLAN I annexed hereto (hereinafter referred to as "the Yellow Area") (except for the portion of the Yellow Area to be used as the access road leading from the vehicular access points referred to in Special Condition No. (36)(a)(i) hereof to Ma Sik Road provided that the alignment of such portion shall be subject to the approval of the Director) in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve; and

* (Note: By a letter from the Lands Department to the Grantee dated 3 September 2020, such deadline has been extended to 30 June 2024.)

- (ii) maintain at his own expense the Yellow Area or any part or parts thereof in good condition and to the satisfaction of the Director until such time as possession of the Yellow Area or any part or parts thereof has or have been re-delivered to the Government in accordance with Special Condition No. (7) hereof.

(b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition by the date specified therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

(c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance."

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(2) Special Condition No.(6) stipulates that:

" (a) The Grantee shall on or before the 31st day of December 2023* (or such other date as may be approved by the Director) at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works and such landscaping works on the area shown coloured yellow stippled black on PLAN I annexed hereto (hereinafter referred to as "the Yellow Stippled Black Area") (except for the portion of the Yellow Stippled Black Area to be used as the access road leading from the vehicular access points referred to in Special Condition No. (36)(a)(i) hereof to Ma Sik Road provided that the alignment of such portion shall be subject to the approval of the Director) as the Director in his absolute discretion may require and the Grantee shall, at all times while he is in possession of the Yellow Stippled Black Area or any part or parts thereof, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Yellow Stippled Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Yellow Stippled Black Area at any time while the Grantee is in possession of the Yellow Stippled Black Area or any part or parts thereof, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Grantee), have also been affected. The Grantee shall indemnify the Government, its agents and contractors against all claims, proceedings, costs, damages and expenses whatsoever incurred by reason of any such landslip, subsidence or falling away. The Grantee shall ensure at all times while he is in possession of the Yellow Stippled Black Area or any part or parts thereof that there shall be no illegal excavation or dumping on the Yellow Stippled Black Area and, subject to the prior written approval of the Director, the Grantee may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Government may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Grantee to carry out such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Grantee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Grantee shall on demand repay to the Government the cost thereof.

* (Note: By a letter from the Lands Department to the Grantee dated 3 September 2020, such deadline has been extended to 30 June 2024.)

(b) Notwithstanding sub-clause (a) of this Special Condition, the obligations and rights of the Grantee in respect of the Yellow Stippled Black Area or any part or parts thereof under this Special Condition shall absolutely determine upon the Government giving to the Grantee notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clause (a) of this Special Condition."

(3) Special Condition No.(7) stipulates that:

"For the purpose only of carrying out the necessary works specified in Special Conditions Nos. (5) and (6) hereof, the Grantee shall on the date of this Agreement be granted possession of the Yellow Area and the Yellow Stippled Black Area. The Yellow Area and the Yellow Stippled Black Area or any part or parts thereof shall be re-delivered to the Government by the Grantee on demand on a date or dates to be specified in a letter or letters from the Director to the Grantee provided always that the Government shall be under no obligation to take back possession of the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof at the request of the Grantee, but may do so as when the Government sees fit."

(4) Special Condition No.(8) stipulates that:

"The Grantee shall not without the prior written consent of the Director use the Yellow Area and the Yellow Stippled Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Conditions Nos. (5) and (6) hereof or for the purpose of the access road referred to in Special Conditions Nos. (5) and (6) hereof or for the purpose of the Existing Footpath referred to in Special Condition No. (48) hereof."

(5) Special Condition No.(9) stipulates that:

"The Grantee shall at all reasonable times while he is in possession of the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot, the Yellow Area and the Yellow Stippled Black Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Conditions Nos. (5)(a) and (6)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Conditions Nos. (5)(b) and (6)(a) hereof and any other works which the Director may consider necessary in the Yellow Area and the Yellow Stippled Black Area."

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(6) Special Condition No.(20)(d), (e), (f), (g) and (h) stipulate that:

- " (d) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide a pedestrian walkway with a width of 6 metres so as to link up the Footbridge Connections and the Footbridges referred to in Special Condition No. (21)(a) hereof (hereinafter referred to as "the Pedestrian Walkway").
- (e) The Grantee shall upon completion of the connection works of any one of the Footbridges referred to in Special Condition No. (21)(a) hereof and thereafter throughout the term hereby agreed to be granted keep the Pedestrian Walkway required to be provided under sub-clause (d) of this Special Condition open for the use by the public 24 hours a day free of charge without any interruption.
- (f) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (e) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pedestrian Walkway to the public for the right of passage.
- (g) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (e) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee, expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (h) The Director shall at his sole discretion decide the whole of the area of the Pedestrian Walkway or part thereof that may be excluded from the calculation of the gross floor area specified in Special Condition No. (12)(c) hereof as to which the decision of the Director shall be final and binding on the Grantee."

(7) Special Condition No.(21) stipulates that:

- " (a) The Grantee shall on or before the 31st day of December 2023* (or such other date as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director provide, construct and thereafter maintain, upkeep, manage and repair in good and substantial repair and condition to the satisfaction of the Director structural supports and connections at the perimeters of the building or buildings erected or to be erected on the lot between the points Q and Q1 and the points U and U1 respectively shown and marked on PLAN I annexed hereto or at such other points as may be approved in writing by the Director (such structural supports and connections are hereinafter collectively referred to as "the Footbridge Connections") for receiving two future footbridges which are to be located at the approximate positions indicated on PLAN I annexed hereto and marked "PROPOSED FOOTBRIDGE" (hereinafter collectively referred to as "the Footbridges") so that the construction of the Footbridges can be carried out thereon and that pedestrian access can be gained over the Footbridges into and from the Pedestrian Walkway. The Grantee shall construct the Footbridge Connections at such height, level, width and position, with such materials and of such design, specification, standards and levels as shall be required or approved by the Director.

* (Note: By a letter from the Lands Department to the Grantee dated 3 September 2020, such deadline has been extended to 30 June 2024.)

- (b) There is reserved to the Government and the person or persons to whom such rights may be granted by the Government free of all costs and charges a right of support and a right to connect the Footbridges to the Footbridge Connections at a location between the points Q and Q1 and the points U and U1 respectively shown and marked on PLAN I annexed hereto or at such other points as may be approved in writing by the Director.
- (c) Throughout the term hereby agreed to be granted there is excepted and reserved unto the Government or the person or persons to whom such rights may be granted by the Government all necessary rights of ingress, egress and regress to and from the lot or any part thereof and all necessary rights of occupation of part or parts of the lot for the purposes of constructing, connecting and thereafter inspecting, maintaining, managing, repairing, renewing and demolishing the Footbridges.
- (d) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a) and (g) of this Special Condition within the respective prescribed time limits stated therein, the Government may carry out the necessary provision, construction, maintenance, upkeep and repair works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.
- (e) The Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorized by the Government with or without tools, equipment, machinery or motor vehicles shall at all reasonable times throughout the term hereby agreed to be granted and upon giving prior notice to the Grantee have the right of free ingress, egress and regress to and from the lot or any part or parts thereof and the building or buildings erected or to be erected thereon or any part or parts thereof for the purpose of providing, constructing, connecting and thereafter inspecting, managing, maintaining, repairing and renewing the Footbridge Connections and the inspecting, checking and supervising of the works under sub-clauses (a) and (g) of this Special Condition.
- (f) The Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorized by the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee whether arising out of or incidental to the exercise by him or them of the rights conferred under sub-clauses (b), (c), (d) and (e) of this Special Condition, and no claim for compensation or otherwise shall be made against him or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (g) (i) In the event of any redevelopment of the lot or any part thereof whereby the Footbridge Connections or any part or parts thereof are required to be demolished, the Grantee shall if required by the Director, within such time limit as may be imposed by the Director at his own expense and in all respects to the satisfaction of the Director replace the same by the construction and completion of such new structural supports and connections of such design, specifications, standards and levels, with such materials and at such width, height and position as the Director may approve or require.
(ii) In the event that any new structural supports and connections is or are constructed under sub-clause (g)(i) of this Special Condition, all the references to "the Footbridge Connections" in these Conditions shall be deemed to refer such new structural supports and connections.

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- (h) For the avoidance of doubt, the Grantee hereby acknowledges and agrees that the Government in no way warrants that the Footbridges will be constructed in the future and the Government shall be under no liability whatsoever to the Grantee for any claim, loss or damage howsoever arising out of or in connection therewith or as a consequence thereof if the Footbridges or any part or parts thereof is not constructed.
- (i) No alteration or addition to the Footbridge Connections or any part or parts thereof shall be made without the prior consent of the Director.
- (j) The segregated pedestrian ways or paths referred to in Special Condition No. (20) (a) hereof, the Pedestrian Walkway and the Footbridge Connections shall be designated as and form part of the Common Areas referred to in Special Condition No. (25)(a)(v) hereof."
- (8) Special Condition No.(48) stipulates that:
"The Grantee acknowledges that there is an existing footpath constructed within the lot and the Yellow Area shown and marked "FP" on PLAN I annexed hereto (hereinafter referred to as "the Existing Footpath"). The Grantee shall at his own expense and in all respects to the satisfaction of the Director keep, maintain and repair the Existing Footpath and permit free and unobstructed access over and along the Existing Footpath by the public 24 hours a day free of charge and without any interruption. Subject to the prior written approval of the Director, the Grantee may at his own expense divert the Existing Footpath to such location and alignment as the Director shall approve in compliance with any conditions as the Director shall impose provided that the new footpath shall not be less than 1.5 metres in width. The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the Grantee's non-fulfilment of his obligations or in the carrying out of any works under this Special Condition."
- G. Provisions of every deed of mutual covenant that concern those facilities and open spaces, and those parts of the land**
- (1) The definitions of the Deed of Mutual Covenant stipulate that :
"In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires:-
"**Footbridge Connections**" means the structural supports and connections referred to as "Footbridge Connections" in Special Condition No.(21)(a) of the Government Grant, and the current locations of the Footbridge Connections which for the purpose of identification only are shown and marked "FOOTBRIDGE CONNECTIONS" on "Plan No.DMC-05" of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person. The term "Footbridge Connections" shall include any new structural supports and connections as may be constructed under Special Condition No.(21)(g)(i) of the Government Grant.
- "**Pedestrian Walkway**" means the pedestrian walkway referred to as "Pedestrian Walkway" in Special Condition No.(20)(d) of the Government Grant which for the purpose of identification only is shown coloured orange stippled black and marked "PEDESTRIAN WALKWAY" on "Plan No.DMC-05", and for the purpose of identification only its cover is shown coloured orange stippled black and marked "COVER OF PEDESTRIAN WALKWAY" on "Plan No.DMC-06" of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person.
- "**Yellow Area**" means the Yellow Area referred to and defined in Special Condition No.(5)(a) of the Government Grant.
- "**Yellow Stippled Black Area**" means the Yellow Stippled Black Area referred to and defined in Special Condition No.(6)(a) of the Government Grant."
- (2) Clause 8(k) of the Deed of Mutual Covenant stipulates that:
"Each and every Owner covenants with the First Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Lot and the Estate and any interest therein that the First Owner shall for as long as it remains the beneficial owner of any Undivided Share have the 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' Corporation or the Manager (save as otherwise restricted as in below) to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto and (where appropriate) granted and conferred upon the First Owner:-
(k) The right to construct the Footbridge Connections and any associated structures for receiving the Footbridges in accordance with Special Condition Nos.(21)(a) and (g) of the Government Grant."
- (3) Clause 13(i)(xviii), (xix), (xxiv), (xxvi) and (xxvii) of the Deed of Mutual Covenant stipulates that: "The Management Expenses shall cover all expenditure which is to be necessarily and reasonably incurred for the proper good and efficient management and maintenance of the Lot and the Estate and the Common Areas and Facilities therein including but without prejudice to the generality of the foregoing the following costs charges and expenses:-
(xviii) all costs and expenses incurred in connection with maintaining the Yellow Stippled Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon in accordance with the Government Grant (until possession of which is re-delivered to the Government) in observing and complying with Special Condition No.(6)(a) of the Government Grant;
(xix) all costs and expenses incurred in connection with maintaining the Yellow Area (until possession of which is re-delivered to the Government) in observing and complying with Special Condition No.(5)(a)(ii) of the Government Grant;

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- (xxiv) all costs and expenses incurred in connection with the keeping of the Pedestrian Walkway open for use by the public 24 hours a day free of charge without any interruption in accordance with Special Condition No.(20)(e) of the Government Grant;
 - (xxvi) all costs and expenses incurred in connection with the refurbishment, renovation, maintenance and/or repair of both (i) the area or areas upon which the Vehicular Access was constructed; and (ii) the portion of the Yellow Area and the portion of the Yellow Stippled Black Area that have been used as the access road leading from the Vehicular Access to Ma Sik Road to such standards and conditions which are in conformity with the design of the Estate as a whole prior to the completion of the New Road and all costs and expenses incurred in connection with the retaining, repairing and maintenance of the existing road gully and the u-channel at such portion of the Yellow Area and such portion of the Yellow Stippled Black Area that have been used as the access road leading from the Vehicular Access to Ma Sik Road in such conditions in accordance with the requirements of the relevant government authorities during the period of operation of the Vehicular Access;
 - (xxvii) all costs and expenses incurred in connection with the reinstatement and landscaping of both (i) the area or areas upon which the Vehicular Access was constructed; and (ii) the portion of the Yellow Area and the portion of the Yellow Stippled Black Area that have been used as the access road leading from the Vehicular Access to Ma Sik Road in accordance with Special Condition No.(36)(b) of the Government Grant upon completion of the New Road."
- (4) Clauses 37(bk), (bl), (bo), (bu) and (by) of the Deed of Mutual Covenant stipulates that :
- "Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Estate for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorised under this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority but subject to the provisions of the Ordinance to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including in particular the following but without in any way limiting the generality of the foregoing:-
- (bk) To maintain on behalf of the Owners the Yellow Stippled Black Area including land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon in accordance with the Government Grant (to the extent that the Yellow Stippled Black Areas not yet been re-delivered to the Government in accordance with the Government Grant) in observing and complying with Special Condition No.(6)(a) of the Government Grant;
 - (bl) To maintain on behalf of the Owners the Yellow Area (to the extent that the same has not yet been re-delivered to the Government in accordance with the Government Grant) in observing and complying with Special Condition No.(5)(a)(ii) of the Government Grant;
 - (bo) 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 Yellow Stippled Black Area or the Yellow Area (until possession of the same are respectively re-delivered to the Government in accordance with the Government Grant);
 - (bu) To keep the Pedestrian Walkway open for use by the public 24 hours a day free of charge without any interruption in accordance with Special Condition No.(20)(e) of the Government Grant;
 - (by) (i) Prior to the completion of the New Road, at the expenses of the Owners to refurbish, renovate, maintain and/or repair both (i) the area or areas upon which the Vehicular Access was constructed; and (ii) the portion of the Yellow Area and the portion of the Yellow Stippled Black Area that have been used as the access road leading from the Vehicular Access to Ma Sik Road to such standards and conditions which are in conformity with the design of the Estate as a whole; and during the period of operation of the Vehicular Access, to retain, repair and maintain the existing road gully and the u-channel at such portion of the Yellow Area and such portion of the Yellow Stippled Black Area that have been used as the access road leading from the Vehicular Access to Ma Sik Road in such conditions in accordance with the requirements of the relevant government authorities at the expenses of the Owners; and
(ii) Upon completion of the New Road, at the expenses of the Owners and within such time limit specified by the Director of Lands and in all respects to the satisfaction of the Director of Lands to reinstate and landscape both (i) the area or areas upon which the Vehicular Access was constructed; and (ii) the portion of the Yellow Area and the portion of the Yellow Stippled Black Area that have been used as the access road leading from the Vehicular Access to Ma Sik Road in accordance with Special Condition No.(36)(b) of the Government Grant."
- (5) Clause 81 of the Deed of Mutual Covenant stipulates that:
- " (a) Without prejudice to the right of the First Owner under Clause 8(k) of this Deed and the duty of the Manager under Clause 37 of this Deed, the First Owner shall provide and construct the Footbridge Connections and the Manager on behalf of the Owners shall maintain, upkeep, manage and repair in good and substantial repair and condition the Footbridge Connections to the satisfaction of the Director of Lands in accordance with Special Condition No.(21)(a) of the Government Grant.

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- (b) For the purpose of the construction of the Footbridges and to connect the Footbridges with the Lot and the Estate and the exercise of other rights by the Government as more particularly set out in Special Condition No.(21) of the Government Grant, the Owners and the Manager shall upon receiving prior notice by the relevant Government authorities allow the Government, its officers, agents, licensees, its or their contractors and workmen or other parties duly authorized by the Government (with or without tools, equipment, plant, machinery or motor vehicles) free of costs and charges to enter into the Common Areas at all reasonable times as may be necessary to carry out such construction and connection works (including but not limited to the connection of any movement joints and other installations and materials at, upon, through and/or over the Footbridge Connections) and any other future repair, maintenance and replacement works in relation thereto at the expense of the Government. Without limiting the generality of Clause 37(b) of this Deed, the Manager shall take all steps (including but not limited to any temporary closure of any parts of the Common Areas and Facilities) necessary or expedient for complying with the Government Grant and any Government requirements with respect to such construction and connection works and any other future repair, maintenance and replacement works in relation thereto by the Government.
- (c) In the event of any redevelopment of the Lot or any part thereof whereby the Footbridge Connections or any part or parts thereof are required to be demolished, the Manager on behalf of the Owners shall if required by the Director of Lands, within such time limit as may be imposed by the Director of Lands at the expense of the Owners and in all respects to the satisfaction of the Director of Lands replace the same by the construction and completion of such new structural supports and connections of such design, specifications, standards and levels, with such materials and at such width, height and position as the Director of Lands may approve or require in accordance with Special Condition No.(21)(g) (i) of the Government Grant."

- (6) Clause 44 of the Third Schedule to the Deed of Mutual Covenant stipulates that:
"The Owner shall observe and comply with Special Condition No.(6)(a) of the Government Grant with regard to the maintenance of the Yellow Stippled Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works thereon or therein in accordance with the Government Grant (until possession of the which is re-delivered to the Government in accordance with the Government Grant)."
- (7) Clause 45 of the Third Schedule to the Deed of Mutual Covenant stipulates that:
"The Owner shall observe and comply with Special Condition No.(5)(a)(ii) of the Government Grant with regard to the maintenance of the Yellow Area until possession of which is re-delivered to the Government."

