

Dated the 17th day of May 2022

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**TWIN CITY HOLDINGS LIMITED**

and



and

**SAVILLS PROPERTY MANAGEMENT LIMITED**  
(第一太平戴維斯物業管理有限公司)

and

**CHINA CITIC BANK INTERNATIONAL LIMITED**  
(中信銀行(國際)有限公司)

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**DEED OF MUTUAL COVENANT INCORPORATING  
MANAGEMENT AGREEMENT**

of

**NEW KOWLOON INLAND LOT NO. 4178**

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**MAYER | BROWN**

DPYT/ATSY/18587376

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**THIS DEED OF MUTUAL COVENANT INCORPORATING MANAGEMENT AGREEMENT**

made the 17th day of May 2022

**BETWEEN: -**

- (1) **TWIN CITY HOLDINGS LIMITED** whose registered office is situate at 49/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong (hereinafter called the "**First Owner**" which expression shall where the context so admits include his successors and assigns) of the first part;
- (2) [REDACTED] of Flat [REDACTED], [REDACTED] Floor, [REDACTED] Wing, The Vertex, No.29 Tonkin Street, Kowloon (hereinafter called the "**First Assignee**" which expression shall where the context so admits include his executors, administrators and assigns) of the second part;
- (3) **SAVILLS PROPERTY MANAGEMENT LIMITED** (第一太平 維斯物業管理有限公司) whose registered office is situate at Rooms 805-813, 8/F., 1111 King's Road, Taikoo Shing, Hong Kong (hereinafter called the "**Manager**" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part; and
- (4) **CHINA CITIC BANK INTERNATIONAL LIMITED** (中信銀行(國際)有限公司) of 61-65 Des Voeux Road Central, Hong Kong in its capacity as security agent and trustee for the Secured Parties (as defined in the Building Mortgage referred to below) (hereinafter called the "**Security Agent**") of the fourth part.

**WHEREAS: -**

- (A) Immediately prior to the Assignment to the First Assignee hereinafter referred to, the First Owner is the registered owner and is in possession of the Land held under the Government Grant subject to the Building Mortgage (as hereinafter defined).
- (B) The First Owner has developed and is in the course of developing the Land in accordance with the Government Grant and the Building Plans.
- (C) For the purposes of sale the Land and the Development have been notionally divided into 23,000 equal Undivided Shares which have been allocated as provided in the FIRST SCHEDULE to this Deed.
- (D) The First Owner is in a position to assign or otherwise dispose of Undivided Shares together with the right to the exclusive use and occupation of a part or parts of the Land and the Development.
- (E) By a Partial Release/Reassignment dated 17 May 2022 and registered in the Land Registry prior to these presents, the First Assignee's Unit (as hereinafter defined) was released/reassigned by the Security Agent (acting in its capacity as security agent and trustee for the Secured Parties) to the First Owner freed and absolutely discharged and released from the Building Mortgage.

- (F) 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 All Those 22 equal undivided 23,000th parts or shares of and in the Land and the Development Together with the sole and exclusive right to hold use occupy and enjoy All Those premises known as FLAT D on the TWELFTH FLOOR with Balcony of WEST WING of the Development (the “**First Assignee’s Unit**”) Subject to and with the benefit of the Government Grant.
- (G) The parties hereto have agreed to enter into these presents for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Land and the Development and the Common Areas and Facilities therein and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect thereof and to provide for apportionment of the expenses of such management, maintenance, repair, renovation, insurance and service to be borne by the Owners.
- (H) The Director of Lands has given his approval to this Deed in accordance with Special Condition No.(14)(a) of the Government Grant.

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

## **SECTION I**

### **1. Definitions and Interpretation**

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

**“Authority”**

means the Secretary for Home Affairs;

**“Authorized Person”**

means Ronald P. C. Liang of LWK & Partners (HK) Limited, and any other replacement authorized person for the time being appointed by the First Owner;

**“Building Management Ordinance”**

means the Building Management Ordinance (Cap. 344) and any statutory amendments, modifications or re-enactments thereof from time to time in force;

**“Building Mortgage”**

means the Building Mortgage dated 25 April 2018 made between the First Owner as mortgagor and the Security Agent in its capacity as security agent for the Secured Parties (as therein defined) and registered in the Land Registry by Memorial No. 18043000260013 and two Deeds of Confirmation relating to the Building Mortgage dated 29 June 2018 and 1 November 2021 respectively both

made between the First Owner and the Security Agent and registered in the Land Registry by Memorial Nos. 18070401240019 and 21111001800013 respectively as the same may be varied or supplemented thereafter or hereafter from time to time;

**“Building Plans”**

means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under reference no. BD/2/9159/16 and includes any amendments thereto approved by the Building Authority;

**“Car Parking Rules”**

means the rules and regulations (if any) as the Manager may from time to time make or implement (with the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed)) governing the Carpark;

**“Car Parking Space for Disabled Persons”**

means any one of the parking spaces in the Carpark provided in accordance with Special Condition No.(17)(c)(i) of the Government Grant for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the Development and their bona fide guests, visitors or invitees. The two (2) Car Parking Spaces for Disabled Persons are numbered “V4” and “V5” respectively and are for the purpose of identification only shown coloured yellow and marked “V4” and “V5” respectively on the plan no. DMC-01 annexed to this Deed, and the accuracy of which are certified by or on behalf of the Authorized Person;

**“Carpark”**

means the whole of the carpark situated on the basement floor and the ground floor of the Development constructed in accordance with the carpark layout plans approved by and deposited with the Director of Lands in accordance with Special Condition No. (23) of the Government Grant and intended for the access and parking of motor vehicles and motor cycles belonging to the residents and occupiers of the Development and their bona fide guests, visitors or invitees, and comprising the Parking Spaces, the Visitors' Parking Spaces, the Car Parking Spaces for Disabled Persons and the Carpark Common Areas and Facilities, and for the avoidance of doubt, the Carpark shall exclude the Commercial Loading and Unloading Bays and the Residential Loading and Unloading Bay;

**“Carpark Common Areas and Facilities”**

means those parts of the Carpark which are intended for the common use and benefit of the Carpark as a whole and not just any particular part thereof and which are, subject to the provisions of this Deed, to be used by each Owner, occupier and user of the Parking Spaces, and each user of the Visitors' Parking Spaces and the Car Parking Spaces for Disabled Persons, in common with all

other Owners, occupiers and users of the Parking Spaces and also all other users of the Visitors' Parking Spaces and the Car Parking Spaces for Disabled Persons. The Carpark Common Areas and Facilities are for the purpose of identification only shown and coloured indigo on the plans nos. DMC-01 and DMC-02 annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person, which said parts include but not limited to: -

- (a) the whole of the Carpark (except the Parking Spaces, the Visitors' Parking Spaces and the Car Parking Spaces for Disabled Persons);
- (b) such other areas and facilities of the Development to be designated for the common use and benefit of the Carpark

PROVIDED THAT where appropriate, if (i) any parts of the Carpark covered by paragraph (a) of the definition of "common part" set out in section 2 of the Building Management Ordinance and/or (ii) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance shall also be covered by the provisions hereinbefore, such parts shall be deemed to have been included as, and shall form part of, the Carpark Common Areas and Facilities,

but shall exclude the Estate Common Areas and Facilities, the Residential Common Areas and Facilities and the Commercial Common Areas and Facilities;

**"Certificate of Compliance"**

means the certificate or letter from the Director of Lands certifying that the terms and conditions of the Government Grant have been complied with to his satisfaction in relation to the whole of the Land;

**"Club House Rules"**

means such rules and regulations (if any) set down by the Manager from time to time in accordance with the provisions of this Deed for the proper or more efficient management of the Recreational Areas and Facilities (Club House);

**"Commercial Accommodation"**

means the areas constructed or to be constructed on the Land intended for commercial use in accordance with the Building Plans including the external walls thereof, the Signboard, other ancillary services, facilities, areas serving exclusively the Commercial Accommodation, and for the purposes of identification only are shown and coloured grey hatched black on the plans nos. DMC-01 to DMC-05 (both inclusive) and DMC-12 to DMC-14 (both inclusive) annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person;

**"Commercial Car Parking Space"**

means any one of the parking spaces in the Carpark provided in accordance with Special Condition No.(17)(b)(i)(II) of the Government Grant for the parking of

motor vehicles belonging to the occupiers of the Commercial Accommodation and their bona fide guests visitors or invitees, as set out in the FIRST SCHEDULE to this Deed. The nineteen (19) Commercial Car Parking Spaces are numbered "1" to "19" respectively and are for the purpose of identification only shown and marked "1" to "19" on the plan no. DMC-01 annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person;

**"Commercial Common Areas and Facilities"**

means those parts of the Development which are intended for the common use and benefit of the Commercial Accommodation as a whole and not just any particular part thereof and which are, subject to the provisions of this Deed and any Sub-Deed, to be used by each Owner and occupier of the Development in common with all other Owners and occupiers of the Development. The Commercial Common Areas and Facilities include but not limited to: -

- (a) the Commercial Loading and Unloading Bays;
- (b) the common flat roof (accessible through gondola for maintenance) on the 3<sup>rd</sup> floor of the Development; and
- (c) such areas and facilities of and in the Commercial Accommodation to be designated further as the Commercial Common Areas and Facilities in the Sub-Deed in respect of the Commercial Accommodation

PROVIDED THAT where appropriate, if (i) any parts of the Commercial Accommodation covered by paragraph (a) of the definition of "common part" set out in section 2 of the Building Management Ordinance and/or (ii) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance shall also be covered by the provisions hereinbefore, such parts shall be deemed to have been included as, and shall form part of, the Commercial Common Areas and Facilities,

but shall exclude the Estate Common Areas and Facilities, the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities;

**"Commercial Loading and Unloading Bay"**

means any one of the spaces provided in accordance with Special Condition No. (18)(a)(iii) of the Government Grant for the loading and unloading of goods vehicles in connection with the Commercial Accommodation in accordance with Special Condition No.(18)(b)(ii) of the Government Grant. The Commercial Loading and Unloading Bays are for the purpose of identification only shown and coloured red and marked "L1" to "L4" and "LOADING AND UNLOADING BAY (NON-INDUSTRIAL)" on the plan no. DMC-02 annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person;

**"Common Areas and Facilities"**

means the Estate Common Areas and Facilities, the Residential Common Areas and Facilities, the Commercial Common Areas and Facilities and the Carpark Common Areas and Facilities;

**“Consent to Assign”**

means the certificate or letter from the Director of Lands granting consent to the First Owner to assign Undivided Shares of and in the Land together with the exclusive right to hold, use, occupy or enjoy a part or parts of the Development before the issue of the Certificate of Compliance;

**“Deed”**

means this Deed of Mutual Covenant incorporating Management Agreement as amended or varied from time to time;

**“Development”**

means the whole of the development constructed on the Land in accordance with the Government Grant and the Building Plans and known as “**THE VERTEX (睿峰)**”;

**“Electric Vehicle Charging Facilities”**

means the electric vehicle charging facilities providing electricity charging services for electric motor vehicles or electric motor cycles and installed at any one of the Parking Spaces, the Visitors' Parking Spaces and the Car Parking Spaces for Disabled Persons;

**“Estate Common Areas and Facilities”**

means those parts of the Development which are intended for the common use and benefit of the Development as a whole and not just any particular part thereof and which are, subject to the provisions of this Deed, to be used by each Owner and occupier of the Development in common with all other Owners and occupiers of the Development. The Estate Common Areas and Facilities are for the purpose of identification only shown and coloured yellow, yellow cross-hatched black and yellow stippled black on the plans nos. DMC-01 to DMC-06 (both inclusive) and DMC-11 to DMC-14 (both inclusive) annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person. The Estate Common Areas and Facilities include but not limited to: -

- (a) such foundations, columns, beams, slabs and other structural supports and elements that do not belong to or do not form part of the Carpark Common Areas and Facilities, the Commercial Common Areas and Facilities and the Residential Common Areas and Facilities;
- (b) area for hoisting, covered area, corridors, driveway, EAD (exhaust air duct), E.D. (electrical duct), emergency generator room, E.M.R.(electrical meter room), E.M.R. (for EV charger) (electrical meter room (for electric vehicle charger)), entrance court, external walls of the Development which are for the purpose of identification only shown and coloured yellow on the plans nos. DMC-12 to DMC-14 (both inclusive) annexed to this Deed, fan room, fire control centre, flushing



- water tank, F.S. inlet (fire services inlet), F.S. & sprinkler pump room (fire services & sprinkler pump room), F.S. water tank (fire services water tank), the Greenery Area (in so far as those parts forming part of the Estate Common Areas and Facilities), HV cable riser (high voltage cable riser), HV cable trench (high voltage cable trench), lift lobbies, main switch room, maintenance corridor, P.D. (pipe duct), potable & flushing pump room, potable water tank, O.C.O. (Owners' Corporation Office), planters, refuse vehicle parking space, RS&MRC (refuse storage and material recovery chamber), run in-out, service channels, skylight, sprinkler control valve cabinets, sprinkler water tank, staircases, sump pump room, sunken planter, TX. RM. (transformer room), TX. RM. CORR. (transformer room corridor), vertical green, W.M.C. (water meter cabinets) and W.M.R. (water meter room);
- (c) the communal aerial, lightning conductor equipment, fire protection and fire-fighting system, signal receivers, sewers, drains, storm water drains, water course, cables, pipes, wires, ducts, flushing mains, fresh water mains, plant and machinery and other like installations, facilities, or services serving the Development as a whole;
  - (d) the Car Parking Spaces for Disabled Persons and that part of the Electric Vehicle Charging Facilities serving the Car Parking Spaces for Disabled Persons; and
  - (e) such additional areas and facilities of and in the Development intended for common use and benefit of the Development as a whole

PROVIDED THAT where appropriate, if (i) any parts of the Development covered by paragraph (a) of the definition of "common part" set out in section 2 of the Building Management Ordinance and/or (ii) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance shall also be covered by the provisions hereinbefore, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas and Facilities,

but shall exclude the Commercial Common Areas and Facilities, the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities;

**"Estate Rules"**

means the rules and regulations as the Manager may make from time to time pursuant to the provisions of this Deed and any Sub-Deed for the proper or more efficient management of the Development or any part or parts thereof, including but not limited to the Club House Rules, the Car Parking Rules and the Fit-out Rules;

**"Fire Safety Management Plan"**

means the fire safety management plan and measures relating to the Open Kitchen Units required to be implemented by the Buildings Department, the

Fire Services Department and any other relevant Government authority, which includes any addition, amendment, modification, revision or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant Government authority;

**“Fit-out Rules”**

means the fit-out rules, regulations and procedures as the Manager may make or implement from time to time (with the approval of the Owners’ Committee (only after it has been formed) or the Owners’ Corporation (if formed)) for the fit-out of any part or parts of the Development;

**“Government”**

means the Government of Hong Kong;

**“Government Grant”**

means the Government Lease of the Land dated 27 June 1969 as varied or modified by a Modification Letter dated 4 January 2017 and registered in the Land Registry by Memorial No. 17011901360012, and as the same may be extended, modified, amended, varied, renewed or supplemented from time to time;

**“Greenery Area”**

means those parts of the Development referred to and defined as “the Greenery Area” in Special Condition No. (4)(b) of the Government Grant planted with trees, shrubs or other plants for the purpose of landscape. The locations and the sizes (in area) of the Greenery Area are for the purpose of identification only shown and coloured yellow stippled black and green stippled black on the plans nos. DMC-02, DMC-03, DMC-05, DMC-09 and DMC-10 annexed to this Deed, and coloured yellow cross-hatched black for vertical green on the plans nos. DMC-02 to DMC-05 (both inclusive) annexed to this Deed, and the accuracy of which are certified by or on behalf of the Authorized Person. The Greenery Area as shown and coloured yellow stippled black and yellow cross-hatched black respectively shall form part of the Estate Common Areas and Facilities. The Greenery Area as shown and coloured green stippled black shall form part of the Residential Common Areas and Facilities;

**“Hong Kong”**

means the Hong Kong Special Administrative Region of the People’s Republic of China;

**“Land”**

means all that piece or parcel of land registered in the Land Registry as New Kowloon Inland Lot No. 4178;

**“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 Expenses”**

means all expenses, costs, charges and outgoings necessarily and reasonably incurred by the Manager in relation to the management and maintenance of the Development as a whole provided in this Deed;

**“Management Shares”**

means the shares allocated or to be allocated to the Units as set out in the FIRST SCHEDULE to this Deed and any Sub-Deed(s) for the purpose of determining the due proportion of the Management Expenses payable by each Owner;

**“Manager”**

means any person who for the time being is, for the purposes of this Deed, managing the Land and the Development pursuant to the provisions of this Deed;

**“Manager’s Remuneration”**

means the remuneration of the Manager as provided herein;

**“NIA”**

means the Noise Impact Assessment submitted to and approved by the Director of Lands and including any subsequent amendment(s) thereto in accordance with Special Condition No. (32) of the Government Grant;

**“Noise Mitigation Measures”**

means the noise mitigation measures (including acoustic balconies, enhanced acoustic balconies and acoustic windows forming part of a Residential Unit) as proposed in the noise impact assessment submitted to, and approved by, the Director of Lands, which have been carried out and implemented for the Development in accordance with Special Condition No. (32) of the Government Grant;

**“Non-enclosed Areas”**

means: -

- (a) the balconies of the Residential Units which are for the purpose of identification only shown hatched black on the plans nos. DMC-06 to DMC-09 (both inclusive) annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person;
- (b) the acoustic balconies of the Residential Units which are for the purpose of identification only shown hatched black and marked circle “AB” on the plans nos. DMC-07 to DMC-09 (both inclusive) annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person;

- (c) the enhanced acoustic balconies of the Residential Units which are for the purpose of identification only shown hatched black and marked circle "EN" on the plans nos. DMC-06 to DMC-08 (both inclusive) annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person; and
- (d) the utility platforms of the Residential Units which are for the purpose of identification only shown cross-hatched black on the plans nos. DMC-06 to DMC-09 (both inclusive) annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person;

**"Occupation Permit"**

means a temporary or permanent occupation permit issued by the Building Authority in relation to the Development or any part thereof;

**"Open Kitchen Unit"**

means a Residential Unit which the kitchen is of open kitchen design, i.e. the kitchen is not separated from the rest of the Residential Unit by full enclosure comprising wall and door, as set out in Part A of the FOURTH SCHEDULE to this Deed;

**"Owner"**

means each person in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenant in common of any Undivided Share, and (where any Undivided Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such Undivided Share Provided that (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share by the provisions of this Deed is exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share;

**"Owners' Committee"**

means a committee of the Owners of the Development established under the provisions of this Deed;

**"Owners' Corporation"**

means the corporation of the Owners incorporated under section 8 of the Building Management Ordinance;

**"Owners' Corporation Office"**

means the owners' corporation office which for the purpose of identification only shown and coloured yellow and marked "O.C.O." on the plan no. DMC-05 annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person;

**"Parking Space"**

means a Residential Car Parking Space, a Residential Motor Cycle Parking Space or a Commercial Car Parking Space;

**“RCHD”**

means residential care home for PWDs as defined in the Residential Care Homes (Persons with Disabilities) Ordinance, (Cap. 613 of the Laws of Hong Kong), any regulations made thereunder and any amending or replacing legislation;

**“RCHE”**

means residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459 of the Laws of Hong Kong), any regulations made thereunder and any amending or replacing legislation;

**“Recreational Areas and Facilities (Club House)”**

means and includes the recreational facilities and facilities ancillary thereto provided in accordance with Special Condition No.(7) of the Government Grant on the 3<sup>rd</sup> floor and 36<sup>th</sup> floor of the Development and used as a club house for the common use and benefit of all the residents of the Residential Accommodation and their bona fide visitors, and for the purpose of identification only shown and coloured green cross-hatched black on the plan nos. DMC-05, DMC-09 and DMC-10 annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person. The Recreational Areas and Facilities (Club House) shall form part of the Residential Common Areas and Facilities;

**“Residential Accommodation”**

means those parts of the Development constructed on the Land intended for residential purpose in accordance with the Building Plans comprising the Residential Units and the Residential Common Areas and Facilities;

**“Residential Car Parking Space”**

means any one of the parking spaces in the Carpark provided in accordance with Special Condition No.(17)(a)(i) of the Government Grant for the parking of motor vehicles belonging to the residents of the Residential Accommodation and their bona fide guests visitors or invitees, as set out in the FIRST SCHEDULE to this Deed. The thirty (30) Residential Car Parking Spaces are numbered “20” to “49” respectively and are for the purpose of identification only shown and marked “20” to “49” on the plan no. DMC-01 annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person;

**“Residential Common Areas and Facilities”**

means those parts of the Development which are intended for the common use and benefit of the Residential Accommodation as a whole, and not just any particular part thereof, and which are, subject to the provisions of this Deed and any Sub-Deed, to be used by each Owner and resident of the Residential Unit, in common with all other Owners and residents of the Residential Units. The Residential Common Areas and Facilities are for the purpose of identification

only shown and coloured green, green hatched black, green cross-hatched black and green stippled black on the plans nos. DMC-01 to DMC-14 (both inclusive) annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person. The Residential Common Areas and Facilities include but not limited to: -

- (a) the external walls of the Development which are for the purpose of identification only shown and coloured green on the plans nos. DMC-12 to DMC-14 (both inclusive) annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person, which include the claddings and the architectural fins and features thereon, the curtain wall structure of the Residential Accommodation (except with the openable parts of the curtain wall structure and such pieces of glass panels wholly enclosing a Residential Unit, which said openable parts and glass panels shall form parts of the relevant Residential Unit), and for the avoidance of doubt, any glass panel forming part of the curtain wall structure of the Residential Accommodation that does not wholly enclose a Residential Unit but extends across two or more Residential Unit shall form part of the Residential Common Areas and Facilities;
- (b) A/C platforms (insofar as they form parts of the Residential Common Areas and Facilities), caretaker's counters nos. 1 to 3, common flat roofs (accessible through gondola for maintenance), corridors, covered landscape which is for the purpose of identification only shown and coloured green hatched black on the plan no. DMC-05, drainage zones, E.M.R. (electrical meter rooms), filtration plant room (RRF), fireman's lift lobbies, flat roof, flushing water tank and pump room, exhaust fan room, the Greenery Area (in so far as those parts forming part of the Residential Common Areas and Facilities), gondola and other like installation systems, H.R. (hose reel), lifts, lift lobbies, lift machine rooms, lift shafts, non-structural prefabricated external walls which for the purpose of identification only shown and coloured green and marked circle "PC" on the plans nos. DMC-06 to DMC-09 (both inclusive), P.D. (pipe duct), planters, pool deck, potable and flushing water plant room, potable water tank, potable water tank and pump room, the Recreational Areas and Facilities (Club House) which for the purpose of identification only shown and coloured green cross-hatched black on the plans nos. DMC-05, DMC-09 and DMC-10, residential lift lobbies, residential shuttle lift lobby, refuge area (cum sky garden), the Residential Loading and Unloading Bay, shuttle lift lobby, staircases, surge tank, swimming pool, T.B.E. RM. (telecommunications and broadcasting equipment room), upper part of portable pump room, the Visitors' Parking Spaces numbered "V1" to "V3" and that part of the Electric Vehicle Charging Facilities serving the Visitors' Parking Spaces numbered "V1" to "V3";
- (c) all wires, cables, ducts, pipes and drains and all mechanical and electrical installations and equipment exclusively for the Residential Accommodation as a whole

PROVIDED THAT where appropriate, if (i) any parts of the Residential Accommodation covered by paragraph (a) of the definition of “common part” set out in section 2 of the Building Management Ordinance and/or (ii) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance shall also be covered by the provisions hereinbefore, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and Facilities,

but shall exclude the Estate Common Areas and Facilities, the Commercial Common Areas and Facilities and the Carpark Common Areas and Facilities;

**“Residential Loading and Unloading Bay”**

means the space provided in accordance with Special Condition No. (18)(a)(i) of the Government Grant for the loading and unloading of goods vehicles in connection with the Residential Accommodation in accordance with Special Condition No.(18)(b)(i) of the Government Grant. The Residential Loading and Unloading Bay is for the purpose of identification only shown and coloured green and marked “L5” and “LOADING AND UNLOADING BAY (RESIDENTIAL)” on the plan no. DMC-02 annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person;

**“Residential Motor Cycle Parking Space”**

means any one of the parking spaces in the Carpark provided in accordance with Special Condition Nos. (17)(d)(i)(I) and 17(d)(i)(III) of the Government Grant for the parking of motor cycles belonging to the residents of the Residential Accommodation and their bona fide guests, visitors or invitees, as set out in the FIRST SCHEDULE to this Deed. The five (5) Residential Motor Cycle Parking Spaces are numbered “M1” to “M5” respectively and are for the purpose of identification only shown and marked “M1” to “M5” on the plan no. DMC-01 annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person;

**“Residential Unit”**

means a self-contained unit in the Residential Accommodation intended to be used for private residential purpose and occupation in accordance with the Building Plans and to which Undivided Shares have been set out in the FIRST SCHEDULE to this Deed, which includes but not limited to: -

- (a) the openable parts of the curtain wall structure of the Residential Unit;
- (b) such pieces of glass panels forming part of the curtain wall structure of the Residential Unit;
- (c) the internal walls and partitions (whether load bearing or structural or not) of or within the Residential Unit;

- (d) the inner half of any walls (other than the external walls of the Residential Accommodation) and partitions (whether load bearing or structural or not) separating the Residential Unit or any part thereof from any other part(s) of the Development;
- (e) the columns, beams, floor slabs (and in the event of the floor slab is separating the Residential Unit from other part of parts of the Development, the upper half of such floor slab), ceiling slabs (and in the event the ceiling slab is separating the Residential Unit from other part or parts of the Development, the lower half of such ceiling slab) and other structural supports of or within the Residential Unit;
- (f) the balconies (including acoustic balconies and enhanced acoustic balconies), utility platforms and windows (including acoustic windows) of the Residential Unit; and
- (g) the glass balustrades or railings of the balconies and utility platforms of the Residential Unit,

and “**Residential Units**” shall be construed accordingly;

**“Signs”**

means the flags, poles, banners, sunshades, sculptures, signs, signboards and advertisements erected, affixed or painted, or to be erected, affixed or painted, on or to the exterior of or the external walls forming part of the Commercial Accommodation in accordance with this Deed, and “**Sign**” shall be construed accordingly;

**“Signboard”**

means such areas on the external walls of the Commercial Accommodation which is for identification purpose only shown and marked "SIGNBOARD" on the plan nos. DMC-04 and DMC-13 annexed hereto;

**“Slopes and Retaining Walls”**

means any and all slopes, slope treatment works, retaining walls and other structures (if any) within or outside the Land;

**“Special Fund”**

means a special fund to be set up by the Manager pursuant to the provisions of this Deed for the expenditure of a capital nature and non-recurring nature in relation to the management of the Development for the purpose of paragraph 4 of Schedule 7 to the Building Management Ordinance;

**“Sub-Deed”**

means a Sub-Deed of Mutual Covenant to be entered into between the First Owner and another co-owner or owners of the Development setting forth the rights and obligations of any component part of the Development and “**Sub-Deeds**” shall be construed accordingly;



**“Undivided Share”**

means an equal undivided part or share of and in the Land and of and in the Development allocated in accordance with the FIRST SCHEDULE to this Deed and any Sub-Deed(s);

**“Unit”**

means a Residential Unit, a Residential Car Parking Space, a Residential Motor Cycle Parking Space, a Commercial Car Parking Space, the Commercial Accommodation as a whole, or any part of the Development to which Undivided Shares have been allocated under this Deed or any Sub-Deed(s) in respect of which the Owner thereof has the full and exclusive right and privilege to hold use occupy and enjoy and shall have the same definition as “flat” under the Building Management Ordinance, save and except the Common Areas and Facilities;

**“Visitors’ Parking Space”**

means any one of the visitors’ parking spaces provided in accordance with Special Condition No.(17)(a)(iii) of the Government Grant for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Residential Accommodation. The three (3) Visitors’ Parking Spaces are for the purpose of identification only shown and coloured green and marked “V1” to “V3” respectively on the plan no. DMC-01 annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person;

**“window”**

in relation to any Residential Unit, means: -

- (a) any louvres and openable window of a Residential Unit; and
- (b) any non-openable window of a Residential Unit (including (if any) fixed window and maintenance access panel),

together with all the glass of windows, window frames thereof (if any), sealant, hinges and all related fixing and ironmongery, and “windows” shall be construed accordingly;

**“Works and Installations”**

means all major works and installations in the Development which require regular maintenance on a recurrent basis. The schedule of the Works and Installations is set out in the FIFTH SCHEDULE to this Deed (subject to any revision as provided in this Deed).

- 1.2 In this Deed (if the context permits or requires), words importing the singular number shall include the plural number and vice versa, and words importing the masculine, feminine or neuter gender shall include the others of them and words importing persons shall include corporations and vice versa.

- 1.3 Clause headings are inserted for convenience only and for reference, and in no way define, limit, or describe the scope of this Deed or the intent of any provisions thereof.

## SECTION II

### **2. Rights and Obligations of Owners**

- 2.1 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 Development together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the First Assignee's Unit assigned to the First Assignee as aforesaid and SUBJECT TO the rights and privileges granted to the First Assignee by the aforesaid Assignment and SUBJECT TO the provisions of this Deed and any Sub-Deed(s).
- 2.2 The First Assignee shall at all times hereafter subject to and with the benefit of the Government Grant, this Deed and any Sub-Deed(s) 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.
- 2.3 Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development and to receive rents and profits therefrom shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed (including but not limited to those provided in the SECOND SCHEDULE to the Deed) and the express covenants and provisions herein contained.
- 2.4 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 to the Deed so far as the same relate to such Undivided Share held by him or them, and such Owner shall comply with the Estate Rules from time to time in force so far as the same are binding on such Owner.
- 2.5 Every Owner shall have the full right and liberty without reference to the other Owner or person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Land and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Development which may be held therewith

PROVIDED THAT: -

- (a) any such transaction shall be made expressly subject to and with the benefit of this Deed; and
- (b) the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be: -

- (i) assigned except: -
  - (I) together with Undivided Shares giving the right of exclusive use and possession of a Residential Unit; or
  - (II) to a person who is already the Owner of Undivided Shares in the Land and the Development with the right of exclusive use and possession of a Residential Unit; or
- (ii) underlet except to residents of the Residential Units

PROVIDED THAT in any event not more than three (3) in number of the total of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the Owner or underlet to the resident of any one Residential Unit.

- 2.6 (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS that the provisions of this Clause, subject to the Government Grant, do not extend to any lease or tenancy in respect of any Unit or part of the Land and the Development with a term not exceeding ten (10) years in the aggregate including any right of renewal.
- (b) The right to the exclusive use, occupation and enjoyment of (if any) balcony, and utility platform appertaining to a Residential Unit shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from a Residential Unit with which (if any) such balcony and utility platform are held.
- 2.7 (a) Every Owner, his tenants, servants, agents, invitees, visitors and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit.
- (b) Every Owner of a Residential Unit, his tenants, servants, agents, invitees, visitors and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Residential Unit.
- (c) Every Owner of a Residential Unit, his tenants, servants, agents, invitees, visitors and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Carpark Common Areas and Facilities and the Commercial Accommodation for all purposes connected with the proper use and enjoyment of the Visitors' Parking Spaces, the Car Parking Spaces for Disabled Persons,

the Residential Loading and Unloading Bay, the Residential Common Areas and Facilities and the Estate Common Areas and Facilities.

- (d) The Owner of the Commercial Accommodation, his tenants, servants, agents, invitees, visitors and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Commercial Common Areas and Facilities and the Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Commercial Accommodation, the Commercial Loading and Unloading Bays and the Estate Common Areas and Facilities.
- (e) The Owner of the Commercial Accommodation, his tenants, servants, agents, invitees, visitors and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities on the 3<sup>rd</sup> floor of the Development for the purpose of accessing the A/C decks and the common flat roofs (accessible through gondola for maintenance) (forming part of the Commercial Accommodation and the Commercial Common Areas and Facilities respectively) on the 3<sup>rd</sup> floor of the Development.
- (f) Every Owner of a Parking Space, his tenants, servants, agents, invitees, visitors and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Carpark Common Areas and Facilities and the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Parking Space.
- (g) In each of the above cases the right and liberty shall be subject to the provisions of this Deed or any Sub-Deed, the rights of the Manager and the Estate Rules.

2.8 Additional Rights and Obligations of the First Owner and the Owner of Commercial Accommodation

- (a) The Owners or occupiers of the Commercial Accommodation shall have the exclusive right to erect or affix or paint the Signs on or to the exterior of, the external walls or boundary fence wall forming part of the Commercial Accommodation subject to the following conditions: -
  - (i) no Sign shall extend beyond the boundaries of the parts of the Commercial Accommodation owned by the Owner;
  - (ii) in addition, all other necessary consents and permissions from the relevant Government authorities shall first be obtained before commencement of the erection, fixing or installation works of the Signs (collectively called the “**Signage Installation Works**”) and all relevant laws, regulations and rules in force in Hong Kong shall be complied with;
  - (iii) the Signs and the Signage Installation Works shall not: -

- (1) cause any damage to the Development or cause the maximum loading weight of the relevant part of the external walls of the Development to be exceeded;
  - (2) cause any material nuisance to the other Owners and occupiers of the Development;
  - (3) interfere with the use and enjoyment by the other Owners and occupiers of their Units; or
  - (4) impede other Owners' access to or from their Units;
- (iv) the Owner or occupier shall insure and keep insured the Signs and the Signage Installation Works owned by him against third party risks or liability in such sum as the Manager shall require and the Owner shall indemnify and keep indemnified the Manager and all other Owners and occupiers of the Development against all losses damages liabilities claims expenses and costs in respect of the Signage Installation Works and the Signs and any damage caused to any person or property in connection therewith.
- (b) The First Owner of the Commercial Accommodation shall have the right to change the name of the Commercial Accommodation at any time and to execute any documents in their names in connection therewith without the necessity of joining in any other Owner.
- (c) The First Owner of the Commercial Accommodation shall have 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 including but not limited to the alteration amendment and variation of the user or the layout of the internal staircases (if any) and internal partitions of the Commercial Accommodation or any part thereof and the erection and construction of any additional staircases within the Commercial Accommodation, and the right to carry out all or any construction works for implementation of and in accordance with such amended Building Plans and/or the Government Grant (with modification or variation as aforesaid), and to do everything necessary therefor or incidental thereto including but not limited to the demolition and/or construction and/or relocation of any part(s) (whether structural or otherwise) of the Commercial Accommodation subject to the approval of the relevant government authorities and in accordance with all relevant ordinances and regulations, from time to time for such purposes and in such manner as the First Owner in its absolute discretion shall decide or deem fit without the concurrence or approval of any Owner

PROVIDED THAT: -

- (I) the Commercial Accommodation have not been sold or assigned by the First Owner; and

- (II) 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. In exercise of the right under this Sub-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.
- (d) The First Owner of the Commercial Accommodation shall have the right to display, install, erect, affix or permit to be displayed, installed, erected or affixed upon the external walls, surfaces and facade of the Commercial Accommodation or any part thereof logos, posters and other advertising signs or structures whatsoever and whether illuminated or not, but any work shall be carried out subject to the approval of the relevant government authorities and in accordance with all relevant ordinances and regulations.
- (e) The First Owner of the Commercial Accommodation shall have the right to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Commercial Accommodation or any part thereof (hereinafter referred to as "the Services") at any time at its absolute discretion without the consent of the Manager or other Owners

PROVIDED THAT: -

- (I) proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Services so as to ensure that no damage is caused to those services and facilities within or appertaining to the Land or any part thereof which are not serving exclusively the Commercial Accommodation; and
- (II) the First Owner shall make good any damages caused thereby.
- (f) The First Owner of the Commercial Accommodation shall have the right to install, erect, affix, construct and/or build any fittings, fixtures, finishes, partitions and/or other erections and to do all acts or things for the purposes of decorating, fitting out, improving, renovating or upgrading the Commercial Accommodation or any part(s) thereof including the exterior surfaces and external facade of the Commercial Accommodation, at any time or times and in such manner as the First Owner may deem fit and the right to enter into and upon any part of the Land and the Development with or without workmen and equipment at all reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes aforesaid causing as little disturbance as is reasonably practicable and making good any damage caused by such entry 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 THAT the Commercial Accommodation have not been sold or assigned by the First Owner.

- (g) The First Owner of the Commercial Accommodation shall have the right to maintain, renew, improve, change and alter the external facade of the Commercial Accommodation and to enter into and upon any parts of the Development with or without workmen and equipment at all reasonable times upon giving prior written notice for any or all of the purposes aforesaid causing as little disturbance as is reasonably practicable and making good any damage caused by such entry.
- (h) In the event that any prior consent or approval of an Owner of a Unit is required to be obtained by any Government authority, such consent or approval shall not be unreasonably withheld and shall be provided free of charge

PROVIDED THAT the Owner's right to the exclusive use occupation and enjoyment of his Unit shall not thereby be interfered with or his access to his Unit be unreasonably impeded or restricted.

- 2.9
- (a) Upon execution of this Deed, the First Owner shall assign to the Manager as trustee for all Owners free of costs or consideration the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities subject to and with the benefit of the Government Grant and this Deed.
  - (b) In the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with these presents, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities to the new manager upon the same trust.
  - (c) If an Owners' Corporation is formed, it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign or vest the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities and transfer the management responsibility to it free of costs or consideration and in which event, the Manager shall assign or vest free of costs or consideration the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities and transfer free of costs or consideration the management responsibility to the Owners' Corporation which shall hold the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities on trust for the benefit of all the Owners. The Manager must assign such Undivided Shares free of cost or consideration to his successor as the manager on termination of his appointment, or to the Owners' Corporation.



### SECTION III

#### 3. Additional Rights of the First Owner

3.1 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 Land and the Development 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 and absolute right in its absolute and unfettered discretion (whether acting by itself or by any of the professionals, contractors and agents engaged, appointed or employed by the First Owner) at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights PROVIDED THAT all costs and expenses for and incurred in exercising the following rights shall be borne solely by the First Owner: -

- (a) the right to change, amend, vary, add to or alter the Building Plans existing at the date hereof in respect of the parts of the Development which have not been sold or assigned by the First Owner without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Lands or other Government authorities pursuant to the Government Grant

PROVIDED THAT any such change, amendment, variation, addition or alteration shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from such Unit;

- (b) subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to apply to, negotiate and agree with the Government to amend, vary, modify, accept or enter into the Government Grant (including the plan(s) annexed thereto) or any condition thereof, or to obtain waiver, no-objection letter or licence (hereinafter collectively called "**the Variation**") in so far as the same relates to the Land and the Development or any part thereof, from time to time for such purposes and in such manner and in its absolute discretion as the First Owner shall decide or deem fit and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner, and the Variation shall bind on any Owner of the Land and the Development

PROVIDED THAT: -

- (i) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit;
- (ii) if any exercise of this right should affect the Common Areas and Facilities or any Unit(s), the prior written approval of the Owners'

Committee (only after it has been formed) or the Owners' Corporation, (if formed) shall be required and any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall accrue to all Owners or the relevant Owner(s) concerned (as the case may be) and any payment received shall be credited into the Special Fund for the benefit of all Owners; and

- (iii) the Variation shall not give any right to the other Owners of objection or action against the First Owner;
- (c) the right to enter into and upon all parts of the Land and the Development (save and except those parts of the Land and the Development the sole and exclusive right to the use enjoyment and occupation of which have been sold or assigned by the First Owner or otherwise disposed of to an Owner) with or without contractors, agents, workers, and other persons authorised by the First Owner, and with or without all necessary equipment, plant, materials and machinery for the purposes of completing the other parts of the Development or carrying out all or any works for implementation of and in accordance with the Building Plans (amended as aforesaid) and/or the Government Grant (with variation as aforesaid), and to do everything necessary therefor or incidental thereto, including but not limited to the demolition and/or construction and/or relocation of any part(s) (whether structural or otherwise) of the Development subject to the approval of the relevant government authorities and in accordance with all relevant ordinances and regulations, and may, for such purpose, carry out all such works in, under, on or over the Land and the Development (save and except those parts as aforesaid) as it may from time to time see fit. The First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Land and the Development (save and except those parts as aforesaid) that the Owners, their servants, agents or licensees may or may not use while such works are being carried out but the First Owner shall cause as little disturbance as is reasonably possible to the Owners and shall not interfere with or affect the use occupation and enjoyment of or prevent or impede the access to or egress from any Unit of the Owners when carrying out such works and shall at its own cost and expense make good any damage or loss that may be caused by or arise from such construction works;
- (d) 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 masts, aerials, antennae, satellite dish, cables, telecommunication system, lightning conductors, lighting, chimneys, flues, pipes, conduits, plants, machinery, equipment, transmitters, transponders, receivers, or any other structures, facilities and other fixtures of whatsoever kind on or within any part or parts of the Development the exclusive right to hold, use, occupy and enjoy which has not been sold or assigned by the First Owner and the right to enter into and upon any part of the Land and the Development (save and except those parts of the Land and the Development the sole and exclusive right to the use enjoyment and occupation of which have been sold or assigned by the First Owner or otherwise disposed of to an Owner) with or without workmen and equipment at all reasonable times on giving prior written

notice (save in case of emergency) for any or all of the purposes aforesaid, and the right to license or otherwise permit or grant the right so to do to any person

PROVIDED THAT: -

- (i) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict an Owner's right of access to and from his Unit;
  - (ii) such mast, aerial, antennae, satellite dish, cables, telecommunication system, lightning conductors, lighting, chimneys, flues, pipes, conduits, plants, machinery, equipment, transmitters, transponders, receivers or any other structures, facilities or other fixtures of whatsoever kind shall be for the common use and enjoyment of all the Owners and any consideration received therefor shall be credited to the Special Fund for the benefit of all the Owners; and
  - (iii) any payment received for the approval must be credited to the Special Fund for the benefit of all Owners;
- (e) the right to change the name of the Development or any part or parts thereof at any time and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner upon giving six (6) months' prior written notice to the Owners;
- (f) subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to surrender or assign to the Government or dedicate to the public any part or parts of the Land and the Development owned and not yet sold or assigned by the First Owner which is required to be surrendered or assigned to the Government or dedicated to the public pursuant to the requirement under the Government Grant or whenever required by the Government for the purposes of passage with or without vehicles or in such manner as the First Owner shall in its absolute discretion deem fit

PROVIDED THAT such surrender, assignment or dedication shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict an Owner's right of access to and from his Unit, and any payment received shall be credited to the Special Fund for the benefit of all Owners;

- (g) subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to adjust or re-align the boundary of the Land and to negotiate and agree with the Government in connection therewith

PROVIDED THAT such adjustment or re-alignment shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict an Owner's right of access to and from his Unit, and any payment received shall be credited to the Special Fund for the benefit of all Owners;

- (h) subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, footbridges, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by modification of the Government Grant or licence for the benefit of the Land and the Development on such terms and conditions and from such persons as the First Owner shall deem fit and all expenses shall be paid out of the management funds

PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict an Owner's right of access to and from his Unit shall not be impeded, and any payment received shall be credited to the Special Fund for the benefit of all Owners;

- (i) subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed and subject to the Government Grant, the right to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, footbridges, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as the First Owner shall deem appropriate

PROVIDED THAT the exercise of this right shall not contravene the provisions of the Government Grant and shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict an Owner's right of access to and from his Unit, and any consideration or payment received therefor shall be credited to the Special Fund for the benefit of all Owners;

- (j) without prejudice to the generality of Clause 3.1(h) and Clause 3.1(i) above and subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed and subject to the Government Grant, the right, with or without joining any other Owner, to enter into any deed or deeds of grant of easement with the owners and/or occupiers of the adjacent land at any time or times and on such terms and subject to such conditions as the First Owner may deem appropriate, and to enter into any deed or deeds, at any time or times, to vary, amend or otherwise alter the terms, conditions or covenants of or contained in such deed or deeds so long as the same shall not be in conflict with the terms and conditions of this Deed

PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede an Owner's right of access to and from his Unit, and any consideration or payment received therefor shall be credited to the Special Fund for the benefit of all the Owners;

- (k) the right without the necessity of making any Owner entitled to the exclusive use occupation and enjoyment of any Unit a party to enter into Sub-Deed(s) in respect of the Commercial Accommodation for the purpose of further defining and regulating the rights, interests and obligations of the Owners PROVIDED THAT such Sub-Deed(s) shall not conflict with the provisions of this Deed and shall be subject to the prior written approval of the Director of Lands, unless otherwise waived;
- (l) subject to the relevant government authorities and in accordance with the relevant ordinances and regulations, the right to carry out any construction works for implementation of and in accordance with any amended Building Plans and/or the Government Grant (with or without the Variation as aforesaid), and to do everything necessary therefor or incidental thereto including but not limited to the demolition and/or construction and/or relocation of any part thereof (whether structural or otherwise)

PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede an Owner's right of access to and from his Unit;

- (m) at all times hereafter but subject to and with the benefit of the Government Grant, this Deed and any Sub-Deed(s) insofar as they relate thereto, the full and unrestricted right without interfered by any other Owner to assign, mortgage, charge, lease, license, part with possession of or otherwise deal with the Undivided Shares retained by the First Owner (other than the Undivided Shares in respect of the Common Areas and Facilities), and to assign, mortgage, charge, lease or license the full and exclusive right and privilege to hold, use, occupy and enjoy any such Unit with the Development held therewith

PROVIDED THAT such dealings shall not contravene the terms and conditions of the Government Grant, this Deed and any Sub-Deed(s);

- (n) subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed and subject to the Government Grant, the right to enter into and upon any part of the Land and the Development (including the Common Areas and Facilities) to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Land and the Development or partly within the Land and the Development and the adjoining land for the purpose of supplying utilities services and recreational facilities to the Land and the Development only

PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict an Owner's

right of access to and from his Unit shall not be impeded, and any payment received shall be credited to the Special Fund for the benefit of all Owners;

- (o) the right and liberty to utilize in whole or in part of the balance of the maximum plot ratio, buildable floor area and/or site coverage of the Land for the time being and at any time permitted under the Buildings Ordinance (Cap. 123) or under the Government Grant or otherwise including any concessions or bonus which may be granted by the Building Authority or obtained as a result of modification of the Government Grant

PROVIDED FURTHER THAT the exercise of any of the above rights by the First Owner under this Clause 3.1 shall not: -

- (1) interfere with the other Owners' right to hold, use, occupy and enjoy their Units; and
- (2) impede other Owners' access to and from their Units.

3.2 The Owners hereby jointly and severally and irrevocably APPOINT the First Owner as 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 act and deed deliver such deed or 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 3.1 above and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned appointment and 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.

3.3 Every Assignment by an Owner of his Unit shall include a covenant in substantially the following terms: -

"The Purchaser covenants with the Vendor and 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 Development and be enforceable by the Vendor and its successors and assigns that: -

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on Twin City Holdings Limited ("the Company" which expression shall include its respective successors and attorneys) under Clause 3.1 of a Deed of Mutual Covenant incorporating 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 IV

### **4. Manager and Management Charges**

- 4.1 (a) Subject to the provisions of the Building Management Ordinance, the parties hereto have agreed with the Manager and the Manager shall undertake the management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and insurance of the Land and the Development and the Common Areas and Facilities therein (all or any of which activities are where not inapplicable herein included under the word “**management**”) from the date of this Deed for an initial term of two (2) years and such appointment shall continue until terminated as provided in this Clause.
- (b) The appointment of the Manager may be terminated as follows: -
- (i) no resignation of the manager shall take effect unless he has previously given not less than three (3) months’ notice in writing: -
    - (1) by sending such notice to the Owners’ Committee; or
    - (2) where there is no Owners’ Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development;
  - (ii) the notice referred to in this Clause 4.1(b)(i)(2) may be given: -
    - (1) by delivering it personally to the Owner; or
    - (2) by sending it by post to the Owner at his last known address; or
    - (3) by leaving it at the Owner’s Unit or depositing it in the letter box for that Unit; or
  - (iii) prior to the formation of the Owners’ Corporation, upon the passing of a resolution of the Owners by a resolution passed by a majority of votes of the Owners voting either personally or by proxy at an Owners’ meeting convened for the purpose of removing the Manager without compensation and supported by Owners of not less than fifty per cent (50%) of all the Undivided Shares in aggregate (excluding those Undivided Shares allocated to the Common Areas and Facilities) and by the Owners’ Committee giving to the Manager not less than three (3) calendar months’ notice of termination in writing; or
  - (iv) in the event that the Manager is wound up or has a receiving order made against it.
- (c) (i) Subject to Clause 4.1(c)(iv), at a general meeting convened for the purpose, the Owners’ Corporation may, by a resolution: -



- (1) passed by a majority of the votes of the Owners voting either personally or by proxy; and
- (2) supported by the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities),

terminate by notice the appointment of the Manager without compensation.

(ii) The resolution under Clause 4.1(c)(i) shall have effect only if: -

- (1) such notice of termination of appointment is in writing;
- (2) provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with the Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;
- (3) such notice is accompanied by a copy of the resolution terminating the Manager's appointment; and
- (4) such notice and the copy of the resolution is given to the Manager within fourteen (14) days after the date of the meeting.

(iii) The notice and the copy of the resolution referred to in Clause 4.1(c)(ii)(4) may be given: -

- (1) by delivering them personally to the Manager; or
- (2) by sending them by post to the Manager at its last known address.

(iv) For the purposes of Clause 4.1(c)(i): -

- (1) only the Owners of Undivided Shares who pay or who are liable to pay contribution towards the Management Expenses relating to those Undivided Shares shall be entitled to vote;
- (2) the reference in Clause 4.1(c)(i)(2) to "the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate who are entitled to vote.

(v) If a contract for the appointment of a new Manager other than the Manager contains no provision for the termination of the Manager's appointment, Clauses 4.1(c)(i), (ii), (iii) and (iv) apply to the termination

of the Manager's appointment as they apply to the termination of the Manager's appointment.

- (vi) Clause 4.1(c)(v) operates without prejudice to any other power there may be in a contract for the appointment of a new Manager other than the Manager to terminate the appointment of the Manager.
- (vii) If a notice to terminate a Manager's appointment is given under this Clause 4.1(c): -
  - (1) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
  - (2) if no such appointment is approved under Clause 4.1(c)(vii)(1) above by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.
- (viii) This Clause 4.1(c) is subject to any notice relating to the Development that may be published by the Authority under section 34E(4) of the Building Management Ordinance but does not apply to any single manager referred to in that section.
- (ix) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under Clause 4.1(c)(vii)(2) above, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under Clause 4.1(c)(vii)(2) above that may otherwise render that person liable for a breach of that undertaking or agreement.
- (d)
  - (i) Subject to Clause 4.1(d)(ii), if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Land and the Development that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if formed) or the Owners.
  - (ii) If the Manager's appointment ends for any reason, the Manager shall within two (2) months of the date the Manager's appointment ends: -
    - (1) prepare (i) an income and expenditure account for the period beginning with the commencement of the financial year in which

the Manager's appointment ends and ending on the date the Manager's appointment ended; and (ii) a balance sheet as at the date the Manager's appointment ended, and shall arrange for that account and balance sheet to be audited by a certified public accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such certified public accountant or other independent auditor as may be chosen by the Manager; and

- (2) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents, plans and other records which are required for the purposes of Clause 4.1(d)(ii)(1) and have not been delivered under Clause 4.1(d)(i).

4.2 In the event of the Manager giving notice as hereinbefore provided or in the case of the Manager being dismissed the Manager shall convene a meeting of the Owners' Committee to elect a manager to take its place or in the case of the Manager being wound up or having a receiving order made against it or failing to convene a meeting of the Owners' Committee as aforesaid a meeting of the Owners' Committee may be convened in accordance with Clause 7.6 of this Deed to elect a manager to take its place and such meeting shall elect a manager who shall at the conclusion of the meeting of the Owners' Committee aforesaid thereupon and henceforth become vested with all the powers and duties of the Manager hereunder and the Owners' Committee shall on behalf of the Owners enter into a management agreement with such new manager defining its rights, duties and obligations. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that subject to the provisions of the Building Management Ordinance, at no time shall the Land and the Development be without a responsible duly appointed manager to manage the Land and the Development or any part or parts thereof after the execution of this Deed.

4.3 The annual remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual expenses, costs and charges reasonably and necessarily incurred in the good and efficient management of the Land and the Development (for the purpose of calculating the Manager's Remuneration, the total annual expenses, costs and charges shall exclude the Manager's Remuneration itself, the Government rent, any capital expenditure or expenditure drawn out of the Special Fund PROVIDED THAT by a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate of 10%, or at any lower rate as the Owners may consider appropriate). The Manager's Remuneration shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary, bonuses, fringe benefits, severance payment and fees for any staff employed within the Land and the Development, facilities, legal, professional, accounting and administration services and all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs, expenses, fees and disbursements shall be a direct charge on the management funds. No variation of the percentage of the annual remuneration of the Manager may

be made except with the approval by a resolution of Owners duly passed at a meeting of Owners convened under this Deed.

- 4.4 Payment of the Manager's Remuneration hereunder shall be payable in advance on the first day of each calendar month (or such other day as the Manager may deem appropriate).
- 4.5 (a) Subject to sub-clauses (c), (e), (f) and (h) of this Clause, the total amount of Management Expenses payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this Clause.
- (b) The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if formed) except the first budget which shall cover the period from the date of this Deed until the following 31<sup>st</sup> day of December. In respect of each financial year, the Manager shall: -
- (i) prepare a draft annual budget setting out the proposed expenditure during the financial year;
  - (ii) send a copy of the draft annual budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft annual budget in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days;
  - (iii) send or display, as the case may be, with the copy of the draft annual budget a notice inviting each Owner to send his comments on the draft annual budget to the Manager within a period of 14 days from the date the draft annual budget was sent or first displayed;
  - (iv) after the end of that period, prepare an annual budget specifying the total proposed expenditure during the financial year;
  - (v) send a copy of the annual budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the annual budget in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) of this Clause before the start of that financial year, the total amount of the Management Expenses for that year shall: -
- (i) until he has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year;
  - (ii) when he has so complied, be the total proposed expenditure specified in the annual budget for that financial year, and the amount that the Owners

shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.

- (d) Where an annual budget has been sent or displayed in accordance with sub-clause (b)(v) of this Clause and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised annual budget as apply to the draft annual budget and the annual budget by virtue of sub-clause (b) of this Clause.
- (e) Where a revised annual budget is sent or displayed in accordance with sub-clause (d) of this Clause, the total amount of the Management Expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised annual budget and the amount that Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of one (1) month from the date that an annual budget or revised annual budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) of this Clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the annual budget or revised annual budget, as the case may be, the total amount of Management Expenses for the financial year shall, until another annual budget or revised annual budget is sent or displayed in accordance with sub-clause (b) or (d) of this Clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of Management Expenses (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 draft annual budget, annual budget or revised annual budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) For the purpose of this Clause 4.5, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.

4.6 The annual budget shall cover the Management Expenses for the Common Areas and Facilities including without limiting the generality of the foregoing: -

- (a) the expenses for the maintenance, operation, repair, cleansing, painting, decorating, improving and keeping in good condition of the Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Common Areas and Facilities;
- (b) the expenses for the cultivation, irrigation, control, operation, management, inspection and maintenance of the lawns and planters and landscaped areas on the Common Areas and Facilities;
- (c) the charges for the supply and consumption of all electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities;

- (d) the remuneration and related expenses for the provision of property management services for the Land and the Development and the cost (including but not limited to salaries, bonuses, fringe benefits, severance payment and medical insurance) of employing caretakers, watchmen, cleaners, clubhouse staff, management staff, clerical staff, accountants and gardeners and such other staff to manage and administer the Land and the Development and the Common Areas and Facilities therein and the expenses of purchasing or hiring all necessary plant, equipment and machinery;
- (e) the cost and expense of inspecting, maintaining, repairing the foundations, columns and other structures (except those structures forming parts of individual Units) constructed or to be constructed for the support of Development and drains, nullahs, sewers, pipes, water mains and channels and such other areas whether within or outside the Land that are required to be maintained under the Government Grant;
- (f) the Government rent of the Land payable under the Government Grant (but only if no apportionment or separate assessments have been made for individual Units) and the Government rent (if any) in respect of the Common Areas and Facilities;
- (g) the Manager's Remuneration calculated in accordance with Clause 4.3 of this Deed for providing its services hereunder;
- (h) the premia for insurance of the Common Areas and Facilities up to the full new reinstatement value thereof and in particular against loss or damage by fire and/or such other perils and risks and against third party, or public and/or occupiers' liability or employees' liability or any other insurance policy considered necessary by the Manager;
- (i) a reasonable sum for contingencies;
- (j) legal and accounting fees and surveying fees and all other professional fees and costs properly and necessarily incurred by the Manager in carrying out the services provided under this Deed or any Sub-Deed(s);
- (k) the expenses of refuse collection, storage and disposal of rubbish from the Development;
- (l) all cost incurred in connection with the management and maintenance of the Common Areas and Facilities;
- (m) any tax payable by the Manager on any of the sum held by it under the provisions of this Deed and any Sub-Deed(s) PROVIDED THAT any tax payable on the Manager's Remuneration shall be borne and paid by the Manager;
- (n) all cost lawfully incurred or to be incurred in carrying out maintenance, repair and any works in respect of the Slopes and Retaining Walls (if any);

- (o) the cost and expenses of inspecting, managing, maintaining, repairing and replacing the Electric Vehicle Charging Facilities provided for the Visitors' Car Parking Spaces and the Car Parking Spaces for Disabled Persons, and the electricity charges of the Electric Vehicle Charging Facilities serving the Visitors' Car Parking Spaces and the Car Parking Spaces for Disabled Persons;
- (p) any other items of expenditure which in the reasonable opinion of the Manager are necessary for the administration, management and maintenance of the Land and the Development, including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses reasonably and necessarily incurred by the Manager in respect thereof or such due proportion of the reasonable expenses of support or back-up services (if any) which are necessary for the management of the Land and the Development which are provided by the headquarters office(s) of the Manager for the Development as well as any other lands, developments and buildings, and for such purposes, the Manager shall be entitled to apportion any such items of expenditure or (as the case may be) a due proportion thereof which directly relate to the administration, management and maintenance of the Land and the Development in such manner as shall be reasonably determined by the Manager;
- (q) the licence fees (if any) payable to the Government for laying of drains, nullahs, sewers, pipes, water mains and channels which serve the Development within or under the Government land adjacent to the Land;
- (r) the cost and expenses for the control, operation, management, inspection, repairing and maintenance of the Recreational Areas and Facilities (Club House);
- (s) the cost and expenses for the control, operation, management, inspection, repairing, replacing and maintenance, including any regular maintenance, of the permanent artificial lighting system at the staircases which form part of the Common Areas and Facilities and its back-up automatically activated emergency lighting system;
- (t) the cost and expenses for the control, operation, management, inspection, repairing, replacing and maintenance of such parts of the Noise Mitigation Measures which form part of the Common Areas and Facilities;
- (u) the cost and expenses for the control, operation, management, inspection, repairing, replacing and maintenance of the Greenery Area which forms part of the Common Areas and Facilities;
- (v) the cost and expenses for the control, operation, management, inspection, repairing, replacing and maintenance of the trellis;
- (w) the cost and expenses incurred in connection with the environmental control and protection in respect of the Land and the Development and the Common Areas and Facilities;

- (x) the cost and expenses for carrying out and implementing the Fire Safety Management Plan and the fire services system serving the Open Kitchen Units;
- (y) the cost and expenses incurred by the Manger for the control, operation, management, inspection, repairing, replacing, maintenance and reinstatement of the transformer rooms, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Development;
- (z) any other cost, charges and expenses properly and reasonably incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed and any Sub-Deed(s) in respect of any part or prats of the Land and the Development.

4.7 The Manager shall prepare the annual budget showing the total management expenditure of the Development for the ensuing year, which shall be divided into the following parts: -

- (a) the first part 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 management and maintenance of the Land, the Development, the Estate Common Areas and Facilities;
- (b) the second part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities;
- (c) the third part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Commercial Common Areas and Facilities;
- (d) the fourth part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Carpark Common Areas and Facilities

PROVIDED THAT subject to the prior written approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation, (if formed), if the Manager is of the opinion that the adopted annual budget and/or the sharing of the amounts of Management Expenses assessed under any part of the adopted annual budget in accordance with the provisions of this Deed may lead to or result in any Owner or Owners of any part or parts of the Development unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled to modify any adopted annual budget in such manner as the Manager may (but subject to compliance with the procedures applicable to the draft annual budget, the annual budget and the revised annual budget as provided in this Deed) think fit and to prepare new budget in the modified manner as aforementioned and the modified budget shall be binding (save for manifest error) on all Owners and provided always that the Manager's determination of



the amount of contribution payable by each Owner as aforesaid shall (in the absence of manifest error) be conclusive and binding on all Owners.

For the avoidance of doubt, it is expressly agreed and declared that each of the above parts of the annual budget shall be treated as completely separate and independent to the intent that any surplus or deficit in one account of any of such parts shall not be taken into account in any other account.

4.8 Each Owner shall contribute to the budgeted Management Expenses in the following manner: -

- (a) each Owner of a Unit shall contribute his due proportion of the budgeted Management Expenses under the first part of the annual budget which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of the Development;
- (b) each Owner of a Residential Unit shall contribute his due proportion of the budgeted Management Expenses under the second part of the annual budget which proportion shall be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units;
- (c) the Owner of the Commercial Accommodation shall be responsible for the budgeted Management Expenses under the third part of the annual budget;
- (d) (i) each Owner of a Residential Unit shall further contribute a fraction of a fair proportion of the budgeted Management Expenses under the fourth part of the annual budget, in which: -
  - (A) the numerator of the said fraction shall be the Management Shares of his Residential Unit and the denominator shall be the total Management Shares of all Residential Units; and
  - (B) the numerator of the said fair proportion shall be the total gross floor area of the Visitors' Parking Spaces numbered "V1" to "V3" and the Car Parking Spaces for Disabled Persons numbered "V4" and "V5" and the denominator shall be the total gross floor area of all Parking Spaces and all the Visitors' Parking Spaces numbered "V1" to "V3" and the Car Parking Spaces for Disabled Persons numbered "V4" and "V5";
- (ii) each Owner of a Parking Space shall contribute a fraction of a fair proportion of the budgeted Management Expenses under the fourth part of the annual budget, in which: -
  - (A) the numerator of the said fraction shall be the Management Shares of his Parking Space and the denominator shall be the total Management Shares of all Parking Spaces; and

- (B) the numerator of the said fair proportion shall be the total gross floor area of all Parking Spaces and the denominator shall be the total gross floor area of all Parking Spaces and all the Visitors' Parking Spaces numbered "V1" to "V3" and the Car Parking Spaces for Disabled Persons numbered "V4" and "V5";
- (iii) each Owner of the Commercial Accommodation shall contribute a fraction of a fair proportion of the budgeted Management Expenses under the fourth part of the annual budget, in which: -
  - (A) the numerator of the said fraction shall be the Management Shares of his Commercial Accommodation and the denominator shall be the total Management Shares of the Commercial Accommodation as a whole; and
  - (B) the numerator of the said fair proportion shall be the total gross floor area of the Car Parking Spaces for Disabled Persons numbered "V4" and "V5" and the denominator shall be the total gross floor area of all Parking Spaces and all the Visitors' Parking Spaces numbered "V1" to "V3" and the Car Parking Spaces for Disabled Persons numbered "V4" and "V5";

**PROVIDED THAT: -**

- (I) no Owner may be called upon to pay more than his appropriate share of the Management Expenses, having regard to the number of Undivided Shares and Management Shares, as the case may be, allocated to his Unit;
- (II) the First Owner shall make payments and contributions towards the Management Expenses which are of recurrent nature in respect of those Units and Undivided Shares unsold; and
- (III) for the avoidance of doubt, it is hereby expressly provided that the First Owner's liability to make the aforesaid payments shall in no way be reduced by reason of the fact that any of the Units remains unsold. Each Owner shall be personally liable to make the above payment to the Manager whether or not his Unit is vacant or occupied and whether or not it has been let or leased to tenant or is occupied by the Owner himself or any other person.

4.9 All outgoings (including Government rent, rates, management expenses) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Development held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.

- 4.10 (a) If the total contributions receivable as aforesaid under the annual budget by the Manager shall in the opinion of the Manager be insufficient to meet the costs and expenses for such management and services then each Owner to whom the annual budget applies shall make good a due proportion of the estimated deficiency by making a further contribution to the Manager such further contribution being calculated in the same manner as in Clause 4.8 of this Deed and shall be payable to the Manager monthly in advance from the date specified in the written notices given by the Manager to the Owners.
- (b) In the event of a surplus of income over expenditure for a financial year, the surplus shall be treated as an accumulated surplus for the following financial year.
- 4.11 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 completion of the construction of the Development for the issuance of the Certificate of Compliance which shall be borne solely by the First Owner (which expression shall for the purpose of this Clause exclude its assigns);
- (b) all existing and future taxes, rates, assessments, property tax, water charges (if separately metered), Government rent payable under the Government Grant which has been separately assessed and charged by the Government against each Owner and outgoings of every description for the time being payable in respect of any Unit which shall be borne by the Owner for the time being thereof;
- (c) the expenses for keeping in good and tenantable repair and condition of the external and interior fixtures and fittings, walls, floors, windows and doors of any Unit together with the plumbing, electrical installations, plant, equipment, apparatus, installations or services thereof not forming part of the Common Areas and Facilities which shall be solely borne by the Owner for the time being of such Unit.
- 4.12 (a) For the purpose of paragraph 4 of Schedule 7 to the Building Management Ordinance, there shall be established and maintained by the Manager the Special Fund with the following separate accounts for different component parts of the Common Areas and Facilities: -
- (i) a separate account of the Special Fund designated for the Estate Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Estate Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Estate Common

Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for all Owners for the time being and such fund shall not be refundable or transferable;

- (ii) a separate account of the Special Fund designated for the Residential Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Units for the time being and such fund shall not be refundable or transferable;
  - (iii) a separate account of the Special Fund designated for the Commercial Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Commercial Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Commercial Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owner of the Commercial Accommodation for the time being and such fund shall not be refundable or transferable;
  - (iv) a separate account of the Special Fund designated for the Carpark Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Carpark Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Carpark Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all the Residential Units and the Parking Spaces for the time being and such fund shall not be refundable or transferable.
- (b) Except where the First Owner has made payments in accordance with Clause 4.12(c) below: -
- (i) each Owner being the first assignee of his Unit shall upon the assignment of his Unit from the First Owner pay to the Manager an

initial contribution to the relevant part of the Special Fund designated for the Estate Common Areas and Facilities an amount equivalent to 2/12<sup>th</sup> of the first part of the first year's budgeted Management Expenses payable in respect of his Unit under Clause 4.8(a) of this Deed;

- (ii) each Owner being the first assignee of his Residential Unit shall upon the assignment of his Residential Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Residential Common Areas and Facilities an amount equivalent to 2/12<sup>th</sup> of the second part of the first year's budgeted Management Expenses payable in respect of his Residential Unit under Clause 4.8(b) of this Deed;
- (iii) each Owner being the first assignee of the Commercial Accommodation shall upon the assignment of the Commercial Accommodation from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Commercial Common Areas and Facilities an amount equivalent to 2/12<sup>th</sup> of the third part of the first year's budgeted Management Expenses payable in respect of the Commercial Accommodation under Clause 4.8(c) of this Deed;
- (iv) (A) each Owner being the first assignee of his Residential Unit shall upon the assignment of his Residential Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Carpark Common Areas and Facilities an amount equivalent to 2/12<sup>th</sup> of the fourth part of the first year's budgeted Management Expenses payable in respect of his Residential Unit under Clause 4.8(d)(i) of this Deed;
- (B) each Owner being the first assignee of his Parking Space shall upon the assignment of his Parking Space from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Carpark Common Areas and Facilities an amount equivalent to 2/12<sup>th</sup> of the fourth part of the first year's budgeted Management Expenses payable in respect of his Parking Space under Clause 4.8(d)(ii) of this Deed

PROVIDED THAT if an Owner is liable to contribute to more than one part of the Special Fund, the Manager shall apportion such initial total contribution to such component(s) of the Special Fund in such reasonable manner as the Manager may deem fit.

- (c) The First Owner shall in respect of Units which remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to such Units (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later, make the initial contribution to the Special Fund in the respective amount specified in Clause 4.12(b) above.

- (d) Each Owner shall also on demand pay to the Manager such further periodic contributions to the relevant part(s) of the Special Fund payable in respect of his Unit. The amount to be contributed in each financial year and the time when those contributions will be payable will be determined by a resolution of the Owners at an Owners' meeting convened under this Deed. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the relevant part(s) of the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- (e) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest-bearing account, the title of which shall refer to the Special Fund for the Development, and shall use that account exclusively for the purpose referred to in sub-paragraph (a). All money received for the Special Fund must be deposited by the Manager with the said interest-bearing account Development designated for the purpose of the Special Fund. Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). The Manager must not use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Development.
- (f) Without prejudice to the generality of sub-clause (e) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (g) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (e) or (f) above in a prominent place in the Development.
- (h) The Manager shall without delay deposit all money received by him in respect of the Special Fund into the accounts opened and maintained under sub-clause (e) or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (f) above.

4.13 Except where the First Owner has made payments in accordance with Clause 4.13(e) below: -

- (a) each Owner being the first assignee of his Unit shall before he is given possession of his Unit 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 2/12<sup>th</sup> of the first year's budgeted Management Expenses payable in respect of his Unit which deposit or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable and shall not be set off against any contribution payable by him under this Deed PROVIDED THAT in the event that there is an increase in the monthly contribution payable

by the Owner as determined by the Manager under this Deed, the Manager shall have right at its absolute discretion to require the Owners to pay to the Manager by way of an increase in the said deposit a sum proportional thereto in order that such deposit shall always be equal to two (2) times the then monthly contribution;

- (b) each Owner being the first assignee of his Unit shall before he is given possession of his Unit pay to the Manager in advance a sum equal to 2/12<sup>th</sup> of the first year's budgeted Management Expenses payable in respect of his Unit which shall be non-refundable and non-transferable;
- (c) each Owner being the first assignee of a Residential Unit shall before he is given possession of his Residential Unit pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than a sum equal to 1/12<sup>th</sup> of the first year's budgeted Management Expenses payable in respect of his Residential Unit in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his Residential Unit. The debris removal fee not used to pay for debris collection or removal shall be credited to the Special Fund;
- (d) each Owner being the first assignee of a Unit shall before he is given possession of his Unit pay to the Manager his due share (to be decided by the number of Management Shares allocated to his Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable;
- (e) the First Owner shall pay the deposit under Clause 4.13(a) of this Deed and the debris removal fee under Clause 4.13(c) of this Deed in respect of Units the construction of which has been completed and which remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to such Units (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later;
- (f) in the event where any Owner shall carry out any fitting out work in his own Residential Unit, such Owners shall pay to the Manager a sum of HK\$5,000.00 in respect of each Residential Unit owned by such Owner as deposit for securing the payment of the cost of making good any damages to the Common Areas and Facilities caused by or resulting from the initial decoration and fitting out of or the delivery of furniture items to his Residential Unit. Such cost 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 cost 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 within thirty (30) days shall at the request of the Owner refund the deposit but without interest.

- 4.14 Contributions and payments to be made by each Owner under this Deed shall normally be made in advance on the first day of each calendar month.
- 4.15 Where the Manager's consent is required pursuant to this Deed, such consent shall not be unreasonably withheld and the Manager may charge a reasonable administrative fee for issuing the consent or approval. Such administrative fees for granting of such consent or approval shall be credited to the Special Fund.
- 4.16 (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof, such sum or sums as the Manager shall reasonably determine and such sum or sums collected shall be paid into and form part of the management funds for the benefit of all Owners.
- (b) All moneys, income, fees, charges, penalties or other consideration received by the Manager in respect of the grant of 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 be paid into and form part of the Special Fund (if so required under any provision of this Deed and any Sub-Deed(s)) or the management funds.
- 4.17 If any Owner shall fail to pay the Manager any amount payable hereunder within thirty (30) days from the date of demand, the Manager may impose on such Owner: -
- (a) interest calculated on the amount remaining unpaid at the rate of 2% per annum above the prime rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited for the number of days for which it remains unpaid from the date immediately after the due date until and including the actual date of payment; and
- (b) a collection charge of not exceeding 10% of the amount due, to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.
- 4.18 All amounts which become payable by any Owner in accordance with the provisions of this Deed and any Sub-Deed(s) 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 Sub-Deed(s) and all other expenses reasonably incurred in or in connection with recovering or attempting to recover the same (including without limitation legal costs on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager against the defaulting Owner (and the claim in any such action may include a claim for the costs incurred by the Manager in such action on a solicitor and own client basis and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the Owners for the time being (other than the defaulting Owner) as a whole and no Owner sued under the provisions of this Deed and any Sub-Deed(s) shall raise or to 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.



4.19 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 Sub-Deed(s) or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed and any Sub-Deed(s) within thirty (30) days from the date on which the same become payable:

- (a) the amount of the sum due and payable by the Owner together with interest and the collection charge at the rate and for the amount as specified in Clause 4.17 of this Deed together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 4.18 of this Deed; or
- (b) (as the case may be) the amount of damages awarded by the court,

and the legal expenses in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of the 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 the 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.

4.20 Any charge registered in accordance with Clause 4.19 of this Deed 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 the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Development held therewith and the provisions of Clause 4.18 of this Deed shall apply equally to any such action.

4.21 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 Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and any Sub-Deed(s) binding on such Owner and of the Estate Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 4.18 of this Deed shall apply to all such proceedings.

4.22 Subject to Clause 9.1 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 Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Development, and any surplus thereof shall form part of the management funds.

4.23 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 Clauses 4.17 to 4.21 of this Deed the same shall, after deduction of any costs or expenses

reasonably incurred out of the pocket of the Manager in recovering the same, be credited to the management funds.

- 4.24 All money paid to the Manager by way of interest and collection charges shall be credited to the Special Fund.
- 4.25 Any person ceasing to be the Owner of any Undivided Share or Shares in the Land and the Development 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 paid under Clauses 4.13(a) and (d) of this Deed and his contribution(s) towards the Special Fund under Clause 4.12 of this Deed to the intent that all such funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares in the Land and the Development

PROVIDED THAT: -

- (a) any such deposit shall be transferred into the name of the new Owner of such Undivided Share or Shares but the contribution(s) towards the Special Fund shall be neither refundable to any Owner by the Manager nor transferable to any new Owner; and
- (b) 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 9.1 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 both case in proportion to the number of Undivided Shares held by such Owners.
- 4.26 The first financial year for the purpose of management of the Development or any part or parts thereof shall commence from the date of this Deed and shall terminate on the 31<sup>st</sup> day of December in that year unless that period shall be less than six months in which event the first financial year shall run until the 31<sup>st</sup> day of December in the following year. But thereafter the financial year shall commence on the 1<sup>st</sup> day of January and shall terminate on the 31<sup>st</sup> day of December of the same year PROVIDED THAT the Manager shall have the right to change the financial year at any time upon giving notice published in the public notice boards of the Development but the financial year may not be changed more than once in every five (5) years unless that change is previously approved by a resolution of the Owners' Committee (if any).
- 4.27 (a) The Manager shall open and maintain an interest-bearing account to be held on trust by the Manager for and on behalf of all the Owners for the time being of the Land and the Development and the Manager shall use that account exclusively in respect of the management of the Land and the Development.
- (b) Without prejudice to the generality of sub-clause (a) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more

segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the management of the Development.

- (c) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (a) or (b) above in a prominent place in the Development.
  - (d) Subject to sub-clauses (e) and (f) below, the Manager shall without delay deposit all money received by the Manager in respect of the management of the Land and the Development into the account opened and maintained under sub-clause (a) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) above.
  - (e) Subject to sub-clause (f) below, the Manager may, out of money received by the Manager in respect of the management of the Land and the Development, 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 determined from time to time by a resolution of the Owners' Committee (if any).
  - (f) The retention of a reasonable amount of money under sub-clause (e) above or the payment of that amount into a current account in accordance with sub-clause (e) 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 any).
  - (g) 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 Development.
  - (h) The Manager shall maintain proper books or records of accounts and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years.
- 4.28 (a) Within one (1) month after each consecutive period of three (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 that period and shall display a copy of the summary and balance sheet in a prominent place of the Development for display for at least seven (7) consecutive days.
- (b) Within two (2) months after the close of each financial year, the Manager shall prepare an income and expenditure account and balance sheet in respect of such closed financial year and display copies of the same in a prominent place of the Development for display for at least seven (7) consecutive days. The income and expenditure account and balance sheet shall within six (6) months after the close of each financial year be audited and certified by a firm of certified public accountants appointed by the Manager (provided that prior to the formation of

the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have the power to require the income and expenditure account and balance sheet to be audited by an independent auditor of their choice) as providing an accurate summary of all items of income and expenditure during such closed financial year. Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.

- 4.29 (a) The Manager shall permit any Owner, at any reasonable time, to inspect any of the books or records of accounts and any income and expenditure account or balance sheet prepared pursuant to this Deed. The Manager shall upon request of any Owner and upon payment of a reasonable charge for copying the same supply such Owner with a copy of such record or document requested by him.
- (b) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and: -
- (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
  - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.

## SECTION V

### **5. Manager's Powers**

5.1 Subject to the provisions of the Building Management Ordinance, the Government Grant, this Deed and any Sub-Deed(s), the management of the Land and the Development shall be undertaken by the Manager for an initial period of two (2) years from the date of this Deed and shall continue until terminated as provided under Clause 4.1 of this Deed. Subject to the provisions of the Building Management 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 Development for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorized under this Deed. Without in any way limiting the generality of the foregoing, the Manager shall have the rights and powers to do the following: -

- (a) to demand, collect and receive all amounts payable by the Owners under the provisions of this Deed;
- (b)
  - (i) to manage, maintain and control the common driveways and parking areas on the Land and the Development and to remove any car, pedal bicycle, skateboard, motorcycle and other vehicles parked in any area not reserved for parking or loading and unloading or any vehicle parked in any Parking Space without the consent of the Owner or lawful occupier of such Parking Space or any vehicle parked in any Visitors' Parking Spaces or Car Parking Spaces for Disabled Persons without payment of charges (if any) therefor and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of the Parking Spaces, the Visitors' Parking Spaces and the Car Parking Spaces for Disabled Persons;
  - (ii) to manage, maintain and control the use of the Visitors' Parking Spaces and the Car Parking Spaces for Disabled Persons and subject to the prior approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed) to fix reasonable charges for the use thereof PROVIDED THAT all income deriving therefrom shall form part of the management funds for the Residential Common Areas and Facilities;
  - (iii) to manage, maintain and control the use of the Residential Loading and Unloading Bay and subject to the prior approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed) to fix reasonable charges for the use thereof PROVIDED THAT all income deriving therefrom shall form part of the management funds for the Residential Common Areas and Facilities;
  - (iv) to manage, maintain and control the use of the Commercial Loading and Unloading Bay and subject to the prior approval of the Owners'

Committee (only after it has been formed) or the Owners' Corporation (if formed) to fix reasonable charges for the use thereof PROVIDED THAT all income deriving therefrom shall form part of the management funds for the Commercial Common Areas and Facilities;

- (c) unless otherwise directed by the Owners' Corporation, to insure and keep insured the Common Areas and Facilities to the full new reinstatement value against loss or damage by fire or such other risks as the Manager shall reasonably deem fit, public liability, occupiers' liability and employer's liability for the employees employed within the Development in connection with the management of the Development with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners 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 and, without limiting the generality of the foregoing, if the Manager considers so desirable, to procure block insurance for the Development as a whole 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 the areas designated as refuse storage and material recover chamber in the Development;
- (e) to keep in good order and repair and condition the lighting of the Common Areas and Facilities;
- (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 Development, the external walls, elevations, façade, canopies, architectural features, fixtures and fittings thereof forming part of the Common Areas and Facilities but excluding windows and window frames except those situated in the Common Areas and Facilities PROVIDED THAT the Manager shall have the power at the expense of the Owner concerned to replace broken window glass if any such shall be broken and remain unreplaced for seven (7) days (except in emergency) after the Manager shall have served a notice on the Owner or occupier of the Unit concerned requiring him to replace the same;
- (h) to choose from time to time the colour and type of façade of the Development, including that of the Common Areas and Facilities and the Residential Units;
- (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 to extend or improve existing facilities or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable (PROVIDED THAT except with the prior approval by a resolution of Owners

at an Owners' meeting convened under this Deed, the Manager will not carry out any improvement or provision of additional facilities or services which involves expenditure in excess of 10% of the current annual management budget) and to keep the 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 Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property 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 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 of the Development and the exterior and 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 has been broken;
- (n) to keep the Common Areas and Facilities well lighted and in a tidy condition;
- (o) to keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (p) to prevent refuse from being deposited on the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Development and arrange for its disposal at such regular intervals and to maintain the refuse collection facilities of the Development to the satisfaction of the relevant Government authorities;
- (q) to prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (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 Development or any part thereof;
- (s) to provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Development at all times;
- (t) to maintain and operate or contract for the maintenance and operation of the communal radio or television aerials, or cable television system (if any) which serve the Development;

- (u) to remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Development 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 or any Sub-Deed(s) and to demand and recover from the Owner 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 damages caused thereby to the satisfaction of the Manager;
- (v) to appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Development 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 Development of all legal proceedings relating to the Land and the Development (except proceedings relating to the rights or obligations of individual Owners) and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Land and the Development or the management thereof, and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (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 (Cap. 4A) (or any provision amending or in substitution for the same) or the Government Grant 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 Development in any manner in contravention of the Government Grant or this Deed or any Sub-Deed(s) 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 Development of any provisions of the Government Grant or this Deed or any Sub-Deed(s) or the Estate Rules;
- (y) to prevent any person detrimentally altering or injuring any part or parts of the Development or any of the Common Areas and Facilities thereof;
- (z) to prevent any person from overloading the floors of the Development 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 Development;
- (bb) 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 Land and the Development as a whole or the Common Areas and Facilities, the Fire Safety Management Plan (including but not limited to all fire services



installations required to be installed pursuant to the Fire Safety Management Plan) and the fire safety system of the Development with power to bind all Owners as to any policy reasonably adopted or decision reasonably reached or action reasonably taken in relation to any such dealings;

- (cc) to appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations under this Deed PROVIDED THAT the Manager shall not transfer or assign its duties or obligations under this Deed and any Sub-Deed(s) to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Development in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility;
- (dd) subject to Clause 5.8 below, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants, surveyors and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the Land and the Development and the performance of the Manager's powers and duties hereunder and to recruit and employ such workmen, servants, watchmen, caretakers, clubhouse staff, management staff, clerical staff, accountants, gardeners and other staff and attendants as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed and any Sub-Deed(s) on such terms as the Manager shall in its reasonable discretion decide;
- (ee) 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 Sub-Deed(s) 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;
- (ff) to require all Owners or occupiers of the Units maintain the Units owned or occupied by them in a proper and satisfactory manner, and if there is 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, the Manager 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 Owners or occupiers;
- (gg) to post the number of the Unit whose Owner or occupant is in default or in breach of the terms and conditions of this Deed or any Sub-Deed(s) together with particulars of the default or breach on the public notice boards of the Development after prior written notice to the defaulting Owner if the defaulting Owner fails to remedy his default or breach after a reasonable period of time has been given to him to do so;

- (hh) subject to the prior written approval of Owners at an Owners' meeting convened under this Deed and subject to the Government Grant, to grant or obtain such easements, quasi-easements, rights, privileges, licences, and informal arrangements as it shall in its absolute discretion consider necessary to ensure the efficient management of the Land and the Development

PROVIDED THAT: -

- (i) any benefit thereof shall accrue to the Owners;
  - (ii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit; and
  - (iii) any payment received shall be credited to the Special Fund;
- (ii) subject to the prior written approval of Owners at an Owners' meeting convened under this Deed and subject to the Government Grant, to grant rights of way or access or use the Common Areas and Facilities at any floor level (other than the floor level of the Residential Accommodation, the Recreational Areas and Facilities (Club House)) to the owners or occupiers of any other premises adjoining the Land and upon such terms and conditions as the Manager may think fit and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises

PROVIDED THAT: -

- (i) any benefit thereof shall accrue to the Owners;
  - (ii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit; and
  - (iii) any payment received shall be credited to the Special Fund;
- (jj) subject to the prior written approval of Owners at an Owners' meeting convened under this Deed and subject to the Government Grant, 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 which the Manager shall in its absolute discretion deem appropriate and on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of such adjoining properties
- PROVIDED THAT: -

- (i) any benefit thereof shall accrue to the Owners;

- (ii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit; and
  - (iii) any payment received shall be credited to the Special Fund;
- (kk) to deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole;
- (ll) subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), to grant 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 reasonably think fit PROVIDED THAT: -
- (i) such use shall not be in breach of the Government Grant and 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 Sub-Deed(s);
  - (ii) the exercise of this right shall not interfere with the Owners' enjoyment of the Common Areas and Facilities; and
  - (iii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit;
- (mm) to remove any bird or animal from the Development if, (i) in the opinion of the Manager, such bird or animal is causing a nuisance or disturbance to other Owners or occupiers of the Development or (ii) if the same has been the cause of written complaint of at least four (4) other Owners or occupiers of the Development received by the Manager and in the opinion of the Manager justified
- PROVIDED THAT this sub-clause shall not apply to trained guide dogs on leash for the visually impaired residents;
- (nn) to provide such Christmas, Chinese New Year and other festive decorations, to organize such festive celebrations or activities for the Development and to host festive events within the Development as the Manager shall in its reasonable discretion consider desirable;
- (oo) from time to time with the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed) to make, revoke or amend the Estate Rules as it shall deem appropriate which shall not be inconsistent with the Building Management Ordinance or the Government Grant, this Deed or any Sub-Deed(s);

- (pp) to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed and any Sub-Deed(s) (PROVIDED THAT the Manager shall not unreasonably withhold its consent or approval) and to charge a reasonable administrative fee for issuing the consent or approval (such administrative fees for granting of such consent or approval shall be credited to the Special Fund);
- (qq) to convene such meetings of the Owners or of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (rr) to do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Development for the better enjoyment or use of the Development by its Owners occupiers and their licensees

PROVIDED THAT any improvement to facilities or services which involves expenditure in excess of 10% of the current annual management budget shall be subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed;

- (ss) subject to the prior approval of Owners at an Owners' meeting convened under this Deed, 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 including matters relating to payment of compensation

PROVIDED THAT: -

- (i) any benefit or monetary compensation so obtained shall be used for the common benefit of all the Owners and be credited into the Special Fund; and
  - (ii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit;
- (tt) subject to the prior written approval of Owners' at an Owners' meeting convened under this Deed and subject to the Government Grant, 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 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 think fit

PROVIDED THAT: -

- (i) any such easements, quasi-easements, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development; and
- (ii) all income arising therefrom shall be credited into the Special Fund;
- (uu) subject to the prior approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed): -
  - (i) to make rules and regulations governing the use of the Recreational Areas and Facilities (Club House); and
  - (ii) to appoint or employ agents, contractors or sub-managers to operate all or any part of the Recreational Areas and Facilities (Club House)

**PROVIDED THAT: -**

- (1) all income deriving therefrom shall become part of the management funds and shall not be used other than for the purpose of the maintenance, operation, repair and improvement of the Recreational Areas and Facilities (Club House) and the facilities therein; and
- (2) any deficit in the operation of the Recreational Areas and Facilities (Club House) or any part thereof shall be charged to the management funds for the Residential Common Areas and Facilities;
- (vv) (i) if the Manager thinks so desirable, to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. In such event, the Manager shall ensure that the waste separation and recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the waste separation and recovery facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall also maintain the waste separation and recovery facilities so provided in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development;
- (ii) to organize any activities as the Manager may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and to encourage them to participate in such activities with a view to improving the environmental conditions of the Development;

- (iii) to organize environmental or recycling activities or initiatives through the collaboration or engagement of contractors;
- (iv) subject to the provisions of this Deed and any Sub-Deed(s) and with reference to guidelines on property management issued from time to time by the Director of Environmental Protection, to make the Estate Rules to require the Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes;
- (ww) to take all steps necessary or expedient for complying with the Government Grant and any Government requirements concerning the Development or any part thereof;
- (xx) to engage qualified personnel to inspect or carry out structural, building, or other surveys of the Development or any part thereof including the drains and channels within or outside the Land serving the Development as and when the Manager deems necessary or desirable;
- (yy) to maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Government Grant;
- (zz) to enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed and any Sub-Deed(s) and the Estate Rules made hereunder, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof;
- (aaa) to enter into 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 for the Development PROVIDED THAT such contracts to be entered into by the Manager shall be subject to the following conditions: -
  - (i) the term of the contract will not exceed three (3) years;
  - (ii) 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
  - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service;
- (bbb) to implement the Fire Safety Management Plan and to issue any guideline or direction from time to time relating to its implementation (including the arranging of regular visual inspection in every six months to ensure no alteration

or removal of the fire safety provisions within the Open Kitchen Units, the arranging of inspection and certification at least once a year of the fire safety provisions within the Common Areas and Facilities and within the Open Kitchen Units (at the relevant Owners' expenses) by registered fire services installations contractor and the arranging of fire drills for the occupants of the Development at least once a year) in accordance with the Fire Safety Management Plan, and where the Manager considers necessary, to enter with a registered fire services installations contractor, equipment and materials at all reasonable times on reasonable written notice (except in an emergency when no notice is required) and with the relevant Owner's consent any Residential Unit with open kitchen for the registered fire services installations contractor to carry out regular testing, maintenance, reinstatement, rectification, annual inspection and/or certification of the fire safety installations for open kitchen at that Owner's expenses or to verify observance and compliance of provisions set out in the FOURTH SCHEDULE to this Deed and the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts;

- (ccc) to provide or procure to provide value-added services, such as, taxi calling services, organizing festive events, lending first-aid kits and other tools and keeping of parcels at its discretion to the Owners and/or occupiers of the Development;
- (ddd) to inspect, clean, repair, replace, control, operate, financially support and maintain the relevant part or parts of the Noise Mitigation Measures which form part of the Common Areas and Facilities;
- (eee) at all reasonable times on prior written notice (except in case of emergency) to extend, maintain, operate, move and have access to, over and/or into or partly into the portion of airspace above any Unit as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management including all jibs, brackets, hinges, posts or other related equipment (collectively referred to in this Deed as the "gondola"): -
  - (i) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (other than such part or parts the exclusive right to use is vested in an Owner) of the Development, and
  - (ii) to remain temporarily over and/or on the said airspace for such reasonable period as may be necessary,

for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities

PROVIDED THAT: -

- (1) an Owner's right to hold, use, occupy and enjoy the Unit shall not be interfered with and his access to the Unit shall not be impeded; and
  - (2) the Manager shall make good any damage caused thereby at its own costs and expenses and shall be liable for negligent, dishonesty, wilful or criminal acts of the Manager, its staff, agents, contractors or workmen and ensure that the least disturbance is caused;
- (fff) to repair, maintain, upkeep, improve, control, operate and image the Recreational Areas and Facilities (Club House) and the Greenery Area, and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Facilities as the Manager shall deem appropriate and maintain the same;
- (ggg) to ensure that no hawkers shall carry on business on any part of the Land or the Development 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 Development prominently near all entrances of the Land and the Development;
- (hhh) 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 and any Sub-Deed(s) 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;
- (iii) to control, manage and maintain the management offices, lavatory for watchmen and management staff and the Owners' Corporation or the Owners' Corporation Office (which form part of the Estate Common Areas and Facilities);
- (jjj) 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 which are required to be connected pursuant to the Government Grant;
- (kkk) subject to the approval obtained from the relevant government authorities (if required) and having also obtained prior consent (which consent shall not be unreasonably withheld) from the Owners affected by the relevant works (except in case of emergency), to erect or place temporarily on the external wall, balcony, utility platform scaffolding or other equipment necessary for the proper repair of the plumbing facilities, the external walls and windows of the Residential Accommodation and the Commercial Accommodation at reasonable time

**PROVIDED THAT: -**

- (i) the Manager shall cause as little disturbance as possible;



- (ii) the Manager shall forthwith make good any damage caused thereby at its own costs and expense and shall be liable for negligent, dishonesty, wilful or criminal acts of the Manager, its staff, agents, contractors or workmen in the course of exercising the aforesaid rights;
- (lll) to repair and maintain the drains and channels and drainage system whether within or outside the Land serving the Development which is required to be maintained pursuant to the Government Grant;
- (mmm) to manage, maintain and control the Carpark Common Areas and Facilities, including but not limited to the lifts, landings and manoeuvring and circulation areas in accordance with the Government Grant and to remove any vehicles parked in any area not reserved for parking or any vehicles parked in any Parking Spaces without the consent of the Owners or occupier of such Parking Spaces and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such Parking Spaces, the Residential Loading and Unloading Bay, the Commercial Loading and Unloading Bays, the Visitors' Parking Spaces and the Car Parking Spaces for Disabled Persons;
- (nnn) at the request of the Owners' Corporation (if formed), to transfer to the Owners' Corporation the management of the Land and the Development free of cost or consideration and to assign the Undivided Shares relating to the Common Areas and Facilities to the Owners' Corporation, without cost or consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares shall be held by the Owners' Corporation as trustee for all Owners;
- (ooo) to manage, maintain, control and regulate the use of the Residential Loading and Unloading Bay, the Commercial Loading and Unloading Bays, the Visitors' Parking Spaces and the Car Parking Spaces for Disabled Persons and to charge users thereof (if so required) such fees as the Manager shall determine PROVIDED THAT all fees shall be credited to the management funds;
- (ppp) in the event of the covenants specified in Clause 41 of the Third Schedule to this Deed being in breach by the Owners of the Non-enclosed Areas, the Manager, without prejudice to the right of the other co-owners, shall have the right to demand the defaulting Owners to rectify the breach forthwith, and if necessary, to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as he may in his absolute discretion consider necessary to secure compliance with the aforesaid covenants. The defaulting Owners shall pay to the Manager all cost incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose;
- (qqq) to grant access to CLP Power Hong Kong Limited or its staff, contractors, workers or agents a free and unobstructed right of way and vehicular access to go pass and repass and through the Land and the Development to the transformer room on the 2<sup>nd</sup> Floor of the Development forming part of the Estate

Common Areas and Facilities to manage, control, maintain, repair and replace (if so required) any of the electrical installations;

- (rrr) to manage, control, maintain, repair and replace (if so required) the Electric Vehicle Charging Facilities provided for the Visitors' Parking Spaces and the Car Parking Spaces for Disabled Persons;
- (sss) to control, operate, inspect, maintain and carry out all necessary works for the maintenance of such part of the Noise Mitigation Measures which form part of the Common Areas and Facilities in accordance with the NIA;
- (ttt) to do all such other things as are reasonably incidental to the management of the Land and the Development.

5.2 Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power: -

- (a) to ban vehicles or any particular category of vehicles from the Land or any particular parts thereof either generally or during certain hours of the day or night PROVIDED THAT the right of the Owners of Parking Spaces to the proper use and enjoyment of such Parking Spaces in accordance with the provisions of the Government Grant and these presents shall not be affected;
- (b) to remove and impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which Owner has defaulted in paying parking fees (if any) or which Owner or driver is in breach of the Car Parking Rules and any reasonably foreseeable damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the Owner thereof;
- (c) to impose charges for any such removal and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees;
- (d) to charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager PROVIDED THAT such charges shall be paid into the management funds and to charge the Owners for the collection and removal of fitting out or decoration debris (if any) PROVIDED THAT such charges not used to pay for debris collection or removal shall be credited to the Special Fund;
- (e) to charge the Owners for the use of fresh or flushing water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager provided such charges shall be paid into the management funds;
- (f) from time to time to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Development, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters,

damage to meters and default interest to a like extent as are from time to time made by the Government PROVIDED THAT the rules and regulations and any amendments shall not be inconsistent with or contravene this Deed, the Building Management Ordinance or the provisions of the Government Grant;

- (g) to manage, repair, upkeep, maintain and to keep well-lighted the Common Areas and Facilities and to manage and maintain such other areas or drains and channels whether within or outside the Land that are required to be maintained under the Government Grant;
- (h) subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), to charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities (Club House), the Visitors' Parking Spaces, the Car Parking Spaces for Disabled Persons or any part thereof PROVIDED THAT all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities;
- (i) subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), to charge a prescribed fee for use of the Residential Loading and Unloading Bay, or any part thereof PROVIDED THAT all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities;
- (j) subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), to charge a prescribed fee for use of the Commercial Loading and Unloading Bay, or any part thereof 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 Commercial Common Areas and Facilities;
- (k) to maintain, manage and repair the Greenery Area in accordance with the Government Grant, this Deed and any Sub-Deed(s); and
- (l) to forbid any Owner who defaults in payment of any amounts due from him under the provisions of this Deed and any Sub-Deed(s) 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 (Club House) until such default is rectified.

5.3 The Manager shall have power to enter with or without workmen, contractors, public officers and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Development including all parts of any Unit for the purposes of: -

- (i) effecting necessary repair, replacement, maintenance and cleaning to any part or parts of the Development or the Common Areas and Facilities (including but not limited to the A/C platforms for various Residential Units (forming parts of

the Residential Common Areas and Facilities)) or for the exercise and carrying out of any of its powers under the provisions of this Deed;

- (ii) replacing, repairing and maintaining any of the fresh or sea water mains and pipes serving any part of the Land whether or not the same belong exclusively to any Unit;
- (iii) inspecting the toilets and the sanitary provisions therein and to repair any part or parts of a toilet which shall leak at the relevant Owner's cost and expense;
- (iv) inspecting, repairing, replacing and maintaining the sprinkler system, fire-fighting equipment or door hold open device forming part of the Common Areas and Facilities for compliance with the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder;
- (v) inspecting repairing, replacing and maintaining the lifts, lift doors, lift control panels, access card system and their ancillary provisions forming part of the Common Areas and Facilities for the compliance with the Lifts and Escalators Ordinance (Cap. 618) or any by-laws or regulations made thereunder

PROVIDED THAT: -

- (1) the Manager shall cause as little disturbance as possible when carrying out such works and shall forthwith make good any damage caused thereby at its own costs and expense and shall be liable for negligent, dishonesty, wilful or criminal acts of the Manager, its staff, agents, contractors or workmen in the course of exercising the aforesaid rights;
  - (2) an Owner's right to hold, use, occupy and enjoy the Units shall not be interfered with and his access to the Units shall not be impeded; and
  - (3) the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts.
- 5.4 The Common Areas and Facilities shall be managed by the Manager who is hereby appointed to act as an agent for and on behalf of all Owners duly authorised in accordance with the provisions of this Deed and any Sub-Deed(s) in respect of any matter concerning the Common Areas and Facilities.
- 5.5 All acts and decisions of the Manager reasonably arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all Owners for the time being.
- 5.6 (a) Subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend the Estate Rules regulating the use, occupation, maintenance and environmental control of the Land and the Development, the Common Areas and Facilities, protection of the environment

of the Development and 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 Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges. All charges received must be credited into the Special Fund.

- (b) Such Estate Rules shall be read in conjunction to the terms and conditions contained in this Deed and must not in any way conflict with such terms and conditions. In case of inconsistency between such Estate Rules and the terms and conditions of this Deed the terms and conditions of this Deed shall prevail. The Estate Rules and any amendments thereto must not be inconsistent with or contravene the Building Management Ordinance or the Government Grant.
  - (c) The Owners' Committee shall not 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.
  - (d) The Manager shall not 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, except that the Manager shall be liable for any loss or damage however caused arising from any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or his employees, agents or contractors.
- 5.7 The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Land and the Development.
- 5.8 (a) Subject to sub-clauses (b) and (c) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000 or such other sum in substitution therefor as the Authority may specify by notice in the Gazette unless: -
- (i) the supplies, goods or services are procured by invitation to tender; and
  - (ii) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance.
- (b) Subject to sub-clause (c) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual

management budget or such other percentage in substitution therefor as the Authority may specify by notice in the Gazette unless: -

- (i) if there is an Owners' Corporation: -
  - (1) the supplies, goods or services are procured by invitation to tender;
  - (2) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance; and
  - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
- (ii) if there is no Owners' Corporation: -
  - (1) the supplies, goods or services are procured by invitation to tender;
  - (2) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance; and
  - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) above do not apply to any supplies, goods or services which but for this sub-clause (c) would be required to be procured by invitation to tender (referred to in this sub-clause (c) as "**relevant supplies, goods or services**"): -
  - (i) where there is an Owners' Corporation, if: -
    - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
    - (2) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
  - (ii) where there is no Owners' Corporation, if: -

- (1) 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
- (2) the Owners decide by a resolution of the Owners passed at a meeting of the 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.

## SECTION VI

### **6. Exclusions and Indemnities**

6.1 The Manager and its employees shall not be liable to the Owners' Committee or 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 the instructions from the Owners' Committee or the Owners, not being an act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, its employees, agents or contractors. Without in any way limiting the generality of the foregoing, the Manager and its employees 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 the lifts, fire and security services equipment, air-conditioning plants and other facilities (if any) or the Common Areas and Facilities of or in the Development; or
- (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development; or
- (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Development; or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- (e) theft, burglary or robbery within the Development;

UNLESS it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its employees, agents or contractors involving criminal liability or dishonesty or negligence

PROVIDED THAT the management contribution or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

6.2 Each Owner shall be responsible for and shall indemnify other Owners and occupiers 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 any 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 fire, overflow of water or leakage of electricity or gas therefrom.

6.3 Each Owner shall be responsible for and shall indemnify other Owners and occupiers against the acts and omissions of all persons occupying any Unit of which he has the exclusive use with his consent, express or implied, and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Development 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 these presents to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by this Deed and any Sub-Deed(s) or for which the Manager has in its reasonable discretion 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 VII

### **7. Owners' Committee**

- 7.1 The Manager shall convene the first meeting of the Owners as soon as possible but in any event not later than nine (9) months after the date of this Deed (and to convene further and subsequent meetings if required) to: -
- (a) establish an Owners' Committee and appoint a chairman thereof; or
  - (b) appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance.
- 7.2 The Owners' Committee shall consist of nine (9) members, or such number of members as the Owners may decide from time to time by resolution at a meeting of the Owners.
- 7.3 The functions of the Owners' Committee shall include 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 annual budget and revised annual budget prepared by the Manager;
  - (d) the approval of the Estate Rules made from time to time by the Manager and any amendment or revocation thereof;
  - (e) to elect a manager to take the place of the Manager in accordance with the provisions of Clause 4.2 of this Deed;
  - (f) to liaise with the Manager in respect of all matters concerning the management of the Land and the Development;
  - (g) to convene meetings of all Owners;
  - (h) to act as the Manager during such period as no Manager is appointed;
  - (i) the appointment of accountants for audit of the annual accounts prepared by the Manager; and
  - (j) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of these presents.
- 7.4 (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner, shall be eligible for membership of the Owners' Committee. The appointment of a representative by a corporate body

shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee.

- (b) 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.

7.5 A member of the Owners' Committee shall retire from office at every alternate annual meeting following his appointment but shall be eligible for re-election but subject to this he shall hold office until: -

- (a) he resigns by notice in writing to the Owners' Committee; or
- (b) 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) he is removed from office by resolution of a duly convened meeting of Owners; or
- (f) he ceases to be an Owner of a Unit in the Development.

In any of the events provided for in sub-clauses (a), (c) or (d) above, the Manager shall convene a meeting of the Owners to fill the casual vacancy thereby created.

7.6 A meeting of the Owners' Committee may be convened at any time by the chairman or any two members of the Owners' Committee PROVIDED THAT one such meeting to be known as the annual meeting shall be held once in each calendar year commencing with the year following the date of this Deed for the purpose of transacting other business of which due notice is given in the notice convening the meeting.

7.7 The person or persons convening the meeting of the Owners' Committee shall, at least seven (7) days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee. Such notice of meeting shall specify (i) the date, time and place of the meeting; and (ii) the resolutions (if any) that are to be proposed at the meeting. Such notice of meeting may be given: -

- (a) by delivering it personally to the member of the Owners' Committee; or
- (b) by sending it by post to the member of the Owners' Committee at his last known address; or
- (c) by leaving it at the member's Unit or depositing it in the letter box for that Unit.

7.8 The quorum at a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater. No business shall be transacted at any meeting by the Owners' Committee unless a quorum is present when the meeting proceeds to business. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be dissolved.

7.9 A meeting of the Owners' Committee shall be presided over by: -

- (a) the chairman; or
- (b) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.

The first chairman appointed pursuant to Clause 7.1 of this Deed shall be chairman until the next annual meeting. Thereafter the chairman shall be chosen by the Owners at the first or any other meeting of the Owners held in any calendar year.

7.10 The Manager shall act as the secretary to the Owners' Committee but not to vote thereat and shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.

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

- (a) (i) all resolutions passed by a simple majority of votes at such meeting shall be binding on all 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;
- (ii) at a meeting of the Owners' Committee, each member present shall have one vote on a question before the Owners' Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote;
- (b) the procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.

7.12 The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed not being anything involving criminal liability or dishonesty or negligence by or on the part of any or all of the members of the Owners' Committee.

7.13 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 reasonably and necessarily incurred in carrying out their duties.

- 7.14 (a) The Owners' Committee shall cause to be kept records and minutes of: -
- (i) the appointment and vacation of appointments of all its members and all changes therein;
  - (ii) all resolutions and notes of proceedings of the Owners' Committee;
  - (iii) the members present at all meetings.
- (b) Such records and minutes 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 a reasonable notice being given and such Owner shall also be entitled to extracts thereof on paying reasonable charges therefor. All charges received must be credited into the Special Fund.
- 7.15 Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and welfare of the residents of the Development or for community concerns or to co-opt any person eligible under Clause 7.4 of this Deed who are not members of the Owners' Committee to serve on such sub-committees.
- 7.16 The provisions contained in Schedule 2 to the Building Management Ordinance shall apply to the management committee of the Owners' Corporation following the 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 shall apply to the meetings of the Owners' Corporation which shall take the place of the Owners' meetings convened under this Deed.

## SECTION VIII

### **8. Meeting of Owners**

8.1 From time to time as occasion may require there shall be meetings of the Owners for the time being of the Undivided Shares to discuss and decide matters concerning the Development and in regard to such meetings the following provisions shall apply: -

- (a) the Manager shall call the first meeting of the Owners as soon as possible but, in any event, not later than 9 months after the date of this Deed (and to call further and subsequent meetings if required), which meeting shall appoint a chairman and other members of the Owners' Committee or shall appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance;
- (b) a meeting of Owners, other than the annual general meeting, may be validly convened by: -
  - (i) the Owners' Committee;
  - (ii) the Manager; or
  - (iii) an Owner appointed to convene such a meeting by the Owners for the time being of not less than 5% of the total number of Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities);
- (c) one such meeting to be known as the annual general meeting shall be convened by the Manager or the Owners' Committee and shall be held once in each calendar year not later than fifteen (15) months following the first meeting of the Owners for the purpose of electing the chairman and other members of the Owners' Committee or the appointment of a management committee of the Owners' Corporation and transacting any other business of which due notice is given in the notice convening such meeting;
- (d) the person convening the meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify: -
  - (i) the date, time and place of the meeting; and
  - (ii) the resolutions (if any) that are to be proposed at the meeting;
- (e) the notice of meeting referred to in sub-clause (d) above may be given: -
  - (i) by delivering it personally to the Owner;
  - (ii) by sending it by post to the Owner at his last known address; or

- (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit;
- (f) the quorum at a meeting of Owners shall be 10% of the Owners. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. For the purposes of this sub-clause, the reference in this sub-clause 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 Development were divided; and
  - (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate;
- (g) a meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (b)(ii) or (iii) above, the person convening the meeting;
- (h) the chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof;
- (i) at a meeting of Owners: -
  - (i) an Owner shall have one vote in respect of each Undivided Share he owns;
  - (ii) an Owner may cast a vote personally or by proxy;
  - (iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast: -
    - (A) by a proxy jointly appointed by the co-Owners;
    - (B) by a person appointed by the co-Owners from amongst themselves; or
    - (C) if no appointment is made under sub-sub-clause (iii)(A) or (B) above, either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
  - (iv) where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and

- (v) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote;
- (j) (i) an instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and
  - (A) shall be signed by the Owner; or
  - (B) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf;
- (ii) the instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (b)(ii) or (iii) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting;
- (iii) a proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting;
- (k) the procedure at a meeting of Owners shall be as is determined by the Owners;
- (l) save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners of the Development 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;
  - (v) a resolution may be passed to dismiss the Manager by giving the Manager not less than three (3) months' notice in writing or in lieu of such notice, with an agreement to be made with the Manager for the payment to the Manager of a sum equal to the amount of remuneration which would have accrued to him during that period, 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 in the



Development (excluding the Undivided Shares allocated to the Common Areas and Facilities);

- (vi) for the purposes of sub-clause (l)(v) only: -
  - (A) only the Owners of Undivided Shares who pay or who are liable to pay the management contribution relating to those Undivided Shares shall be entitled to vote; and
  - (B) the reference in the said sub-clause (l)(v) to “**the Owners of not less than 50% of the total number of Undivided Shares**” shall be construed as a reference to the Owners of not less than 50% of the total number of Undivided Shares who are entitled to vote;
- (m) notwithstanding the provisions of Clause 7.11(a)(i) and sub-clause (l) above, 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 seventy-five per cent (75%) of the total number of Undivided Shares in the Development 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 Development (but excluding the resolutions passed or to be passed in accordance with Clauses 9.1 and 9.2 of this Deed in relation to any damaged part(s) of the Development);
- (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) the Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, the Building Management Ordinance or otherwise or liability to pay any fees or charges under this Deed. Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Building Management Ordinance or otherwise.

## SECTION IX

### **9. Extinguishment of Rights**

- 9.1 In the event of the whole or any part of the Development being so damaged by fire, typhoon, earthquake, subsidence or other cause rendering it substantially unfit for habitation or use or occupation, (a) the Owners' Committee (b) the Manager or (c) the Owners of the Development holding not less than 75% of the Undivided Shares allocated to that damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting of the Owners of such damaged part(s) of the Development (holding not less than seventy-five per cent (75%) of the total Undivided Shares of such damaged part(s) (excluding the Undivided Shares allocated to the Common Areas and Facilities)) and such meeting may resolve by a seventy-five per cent (75%) majority of those Owners present in person or by proxy and voting that by reason of insufficiency of insurance money or changes in building law or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such damaged part(s) of the Development then in such event the Undivided Shares representing such damaged part(s) of the Development shall be acquired by the Manager and the Owners (excluding the Owner of the Undivided Shares allocated to the Common Areas and Facilities) 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 (excluding the Owner of the Undivided Shares allocated to the Common Areas and Facilities) of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such former Owners (except the Manager) bears to the total number of Undivided Shares of such damaged part(s) of the Development in question (excluding the Undivided Shares allocated to the Common Areas and Facilities). All insurance money received in respect of any policy of insurance on such damaged part(s) of the Development shall likewise be distributed amongst such former Owners of Undivided Shares being assigned and sold to the Manager as aforesaid. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of the relevant damaged part(s) of the Development

PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such damaged part(s) of the Development, the Owners of such damaged part(s) of the Development shall pay the excess of the cost of reinstatement or rebuilding of the relevant damaged part(s) of the Development over and above the proceeds recoverable from the insurance of such damaged part(s) of the Development in proportion to the respective number of Undivided Shares held by them bears to the total number of Undivided Shares of the damaged part(s) of the Development in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) respectively and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant damaged part(s) of the Development and be recoverable as a civil debt. The resolution is to be binding upon all the Owners of the damaged part(s) of the Development.

9.2 The following provisions shall apply to a meeting convened as provided in Clause 9.1 of this Deed: -

- (a) the person convening such meeting of the Owners of the damaged part(s) of the Development shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify: -
  - (i) the date, time and place of the meeting; and
  - (ii) the resolutions (if any) that are to be proposed at the meeting;
- (b) the notice of meeting referred to in sub-clause (a) above shall be posted on the public notice boards of or a prominent place in the Development and if possible, may be given: -
  - (i) by delivering it personally to the Owner;
  - (ii) by sending it by post to the Owner at his last known address; or
  - (iii) by leaving at the Owner's Unit or depositing it in the letter box for that Unit;
- (c) no business shall be transacted at any meeting of the Owners of the damaged part(s) of the Development unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares of the damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) so affected in question shall be a quorum;
- (d) 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;
- (e) the Chairman of the Owners' Committee, or (in the absence of the Chairman of the Owners' Committee) the Owners present shall choose one of their members to be the chairman of the meeting, or the person convening such meeting shall be the chairman of the meeting;
- (f) the chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (g) at such meeting of the Owners of the damaged part(s) of the Development: -
  - (i) an Owner shall have one vote in respect of each Undivided Share he owns;
  - (ii) an Owner may cast a vote personally or by proxy;

- (iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of that Undivided Share may be cast: -
  - (1) by a proxy jointly appointed by the co-Owners;
  - (2) by a person appointed by the co-Owners from among themselves; or
  - (3) if no appointment is made under this sub-clause (g)(iii)(1) or (2) above, either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
- (iv) where 2 or more persons are the co-Owners of an Undivided Share, and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
- (v) if there is an equality of votes, the Chairman or the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote;
- (h) (i) an instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and: -
  - (1) shall be signed by the Owner; or
  - (2) if the Owner is a body corporate, shall notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf;
- (ii) the instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or the person convening the meeting at least 48 hours before the time for the holding of the meeting;
- (iii) a proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at that meeting;
- (i) a resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of votes of those Owners present in person or by proxy and voting at such meeting shall be binding on all the Owners of the relevant damaged part(s) of the Development 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 and any Sub-Deed(s);
- (j) the accidental omission to give notice as aforesaid to any Owner of the damaged part(s) of the Development shall not invalidate the meeting or any resolution passed thereat.

## SECTION X

### **10. Miscellaneous Provisions**

- 10.1 (a) Nothing in this Deed contradicts, overrules or fails to comply with the provisions of the Building Management Ordinance and the Schedules thereto.
- (b) Nothing in this Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.
- (c) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as the Owners or (as the case may be) the Manager. The covenants and the provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Land and the Development and to the Undivided Share(s) in respect thereof.
- 10.2 Each Owner shall on ceasing to be the Owner of any Undivided Share and the Unit enjoyed therewith notify the Manager of such cessation and of the name and address of the new Owner within one (1) month from the date of the relevant assignment and 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.
- 10.3 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 and the Unit held therewith save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term and condition prior to his ceasing to be the Owner thereof.
- 10.4 There shall be public notice boards (which may be in electronic form) at such prominent places in the Development 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 seven (7) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
- 10.5 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, except that: -
- (a) where notice or demand is to be given to an Owner who is not an occupier in the Development, and such Owner has provided the Manager with an address

in the Hong Kong Special Administrative Region in accordance with Clause 10.6 below, then such notice or demand shall be sufficiently served if addressed to such Owner and sent by prepaid post to the said address provided in accordance with Clause 10.6 below; and

- (b) 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 the Hong Kong Special Administrative Region and, if an individual, at his last known address.

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 the registered office of the Manager.

- 10.6 Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying his Unit shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such Unit is deemed to be his address for service.
- 10.7 (a) The First Owner shall at its own cost and expense provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and the Chinese translation at the management office of the Development within one month after the date of this Deed. Copies of this Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the management office of the Development. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request upon payment of a reasonable charge. All charges received must be credited to the Special Fund. In the event of a dispute as to the effect or construction of this Deed and its Chinese translation, the English text of this Deed shall prevail.
- (b) The First Owner shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund.
- 10.8 A set of the plans showing the Common Areas and Facilities certified as to their accuracy by or on behalf of the Authorized Person as annexed to this Deed shall be kept at the management office of the Development for inspection by the Owners during normal office hours free of costs and charges.
- 10.9 At any time after the formation and during the existence of the Owners' Corporation under the Building Management Ordinance, the meeting of Owners convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.
- 10.10 (a) The First Owner at its own costs and expenses has prepared a schedule of the Works and Installations. The schedule of the Works and Installations is set out

in FIFTH SCHEDULE to this Deed (subject to revisions as provided for in sub-clauses (e) and (f) below).

- (b) The First Owner shall at its own cost and expense prepare and compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations setting out the following details: -
  - (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 lists 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;
  - (vii) recommended maintenance cycle of the Works and Installations.
- (c) The First Owner shall deposit a full copy of the maintenance manual for the Works and Installations in the management office of the Development within one month after the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (d) The Owners shall at their own costs and expense inspect, maintain and carry out all necessary works for the maintenance of the Development and such parts of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.
- (e) The schedule and the maintenance manual for the Works and Installations may be revised in future to take into account any necessary changes, including but not limited to addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements.
- (f) The Owners may, by a resolution of the Owners at an Owners' meeting convened under this Deed, decide on revision to be made to the schedule and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised



schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an the Owners' meeting convened under this Deed.

- (g) All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations shall be paid out of the Special Fund.
  - (h) The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office of the Development within one month after the date of its preparation for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- 10.11
- (a) The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and in accordance with the "Geoguide 5 – Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the maintenance manual for the Slopes and Retaining Walls ("**the Slope Maintenance Manual**") prepared in accordance with such Geoguide 5.
  - (b) The Manager shall have full authority of 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 conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes and retaining walls. For the purpose of this sub-clause, the reference to "**the Manager**" includes the Owners' Corporation, if formed.
  - (c) All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls.
  - (d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls under the conditions of the Government Grant, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.
  - (e) The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office of the Development within one month after 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 credited to the Special Fund.

- 10.12 The First Owner shall deposit a full copy of the Fire Safety Management Plan in the management office for inspection by the Owners free of charge and upon payment of a reasonable charge at their own expenses to cover the cost of copying the same. All charges received therefrom shall be credited into the Special Fund.
- 10.13 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 and any Sub-Deed(s) 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 to 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 Development under this Deed and any Sub-Deed(s) including any arrears thereof.

- 10.14 (a) Despite the fact that the Electric Vehicle Charging Facilities belong to the Owner of the relevant Parking Space, the installation or affixing of the Electric Vehicle Charging Facilities on such space(s) in the Carpark Common Areas and Facilities or the Estate Common Areas and Facilities or the Residential Common Areas and Facilities as designated by the First Owner before the execution of this Deed shall not be a breach of any provision in this Deed. For the avoidance of doubt, the aforesaid installation or affixing of the Electric Vehicle Charging Facilities in the Carpark Common Areas and Facilities or the Estate Common Areas and Facilities or the Residential Common Areas and Facilities shall be deemed to have been approved by the Manager. No relocation of the Electric Vehicle Charging Facilities shall be made unless the prior written consent of the Manager has been obtained.
- (b) The Owner of each Parking Space shall be solely responsible for the maintenance fee of his Electric Vehicle Charging Facilities (which might be charged by the services provider of electric vehicle chargers) and the electricity charges for charging his own electric vehicle.
- (c) The Owner of each Parking Space shall at his own costs and expenses carry out maintenance, repair or replacement of the Electric Vehicle Charging Facilities for his Parking Space. When carrying out the maintenance, repair or replacement of the Electric Vehicle Charging Facilities, the Owner of each Parking Space (including his authorized person) shall not interfere with or affect the other Owners' exclusive rights in respect of their relevant Units and their right to enjoy any part of the Common Areas and Facilities, and such Owner shall also at his own costs make good all damages and losses that may be caused by such works.
- 10.15 (a) Part of the Noise Mitigation Measures are installed within, at and/or appertaining certain Residential Units and form part of such Residential Units. Particulars and locations of such part of the Noise Mitigation Measures are listed in the NIA.

- (b) Alteration of or tampering with such Noise Mitigation Measures (save and except for the maintenance, replacement or repair in accordance with sub-clause (c) below) is prohibited.
- (c) The maintenance, replacement or repair of such Noise Mitigation Measures forming part of any Residential Units shall be made by the relevant Owners of such Residential Units in accordance with the standards as approved by the Manager. The Owners of such Residential Units shall use such materials and appoint such contractors as approved by the Manager in relation thereto.
- (d) The First Owner shall deposit a copy of the NIA in the management office of the Development within one month of the date of this Deed for reference by the Owners and the Manager free of charge. The Owners may take copies of the NIA at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

10.16 No provision in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of RCHE or RCHD, or the use of the Land or any part thereof or any building or part of any building erected thereon for the purpose of RCHE or RCHD.

10.17 Covenants to the Security Agent (acting in its capacity as security agent and trustee for the Secured Parties)

Notwithstanding anything herein contained, until such time as the Security Agent (acting in its capacity as security agent and trustee for the Secured Parties) enters into possession of the Land and the Development or exercises the power of sale conferred on the Security Agent (acting in its capacity as security agent and trustee for the Secured Parties) under or in accordance with the Building Mortgage, the covenants and obligations in this Deed contained and the liability for making any payment under this Deed and the other burden and restrictions herein imposed shall not be binding upon the Security Agent (acting in its capacity as security agent and trustee for the Secured Parties) and no liability for any payment under this Deed shall be binding on the Security Agent (acting in its capacity as security agent and trustee for the Secured Parties) in respect of any sums accrued prior to the Security Agent (acting in its capacity as security agent and trustee for the Secured Parties) entering into possession or exercising the power of sale.

10.18 The covenants and provisions of this Deed and any Sub-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 Units and the Common Areas and Facilities and to the Undivided Share or Shares held therewith.

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

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**Allocation of Undivided Shares and Management Shares**

**Section 1: Summary**

<b>Part</b>	<b>Unit</b>	<b>Undivided Shares</b>	<b>Management Shares</b>
A.	Residential Units	15,573	15,573
B.	Commercial Accommodation	3,856	3,856
C.	Parking Spaces	299	299
D.	Common Areas and Facilities	3,272	0
	<b>Total:</b>	<b>23,000</b>	<b>19,728</b>

## Section 2: Schedule of Allocation

### A. Residential Units

**Total: 15,573**

#### (1) East Wing

Floor		No. of Units	No. of Undivided Share per Unit	No. of Management Share per Unit	Sub-total No. of Undivided Shares	Sub-total No. of Management Shares
5/F	A^	1	58	58	58	58
	B^	1	38	38	38	38
	C^	1	24	24	24	24
	D^	1	19	19	19	19
	E^	1	44	44	44	44
	F@	1	46	46	46	46
	G%	1	37	37	37	37
6/F – 12/F (7 storeys)	A#	7	59	59	413	413
	B#	7	40	40	280	280
	C%	7	25	25	175	175
	D%	7	20	20	140	140
	E#	7	46	46	322	322
	F#	7	48	48	336	336
	G%	7	37	37	259	259
15/F – 16/F (2 storeys)	A#	2	59	59	118	118
	B#	2	40	40	80	80
	C%	2	25	25	50	50
	D%	2	20	20	40	40
	E#	2	46	46	92	92
	F#	2	48	48	96	96
	G%	2	37	37	74	74
17/F – 23/F, (7 storeys)	A#	7	59	59	413	413
	B#	7	40	40	280	280
	C#	7	45	45	315	315
	D#	7	46	46	322	322
	E#	7	48	48	336	336
	F%	7	37	37	259	259
25/F – 33/F (9 storeys)	A#	9	59	59	531	531
	B#	9	40	40	360	360
	C#	9	45	45	405	405
	D#	9	46	46	414	414
	E#	9	48	48	432	432
	F%	9	37	37	333	333
35/F	A#	1	59	59	59	59
	B#	1	40	40	40	40
	C#	1	45	45	45	45
	D#	1	46	46	46	46
	E#	1	48	48	48	48
	F%	1	37	37	37	37
36/F	A#	1	59	59	59	59
	B\$	1	70	70	70	70
	C#	1	45	45	45	45
	D#	1	46	46	46	46
	E#	1	48	48	48	48
	F%	1	37	37	37	37
<b>Sub-total:</b>					<b>7,721</b>	<b>7,721</b>

Note:

- There are no 4/F, 13/F, 14/F, 24/F and 34/F in East Wing.

2. ^ with Flat Roof
3. % with Balcony
4. # with Balcony and Utility Platform
5. @ with Balcony and Flat Roof
6. \$ with Balcony, Utility Platform and Flat Roof

**(2) West Wing**

<b>Floor</b>		<b>No. of Units</b>	<b>No. of Undivided Share per Unit</b>	<b>No. of Management Share per Unit</b>	<b>Sub-total No. of Undivided Shares</b>	<b>Sub-total No. of Management Shares</b>
5/F	A^	1	38	38	38	38
	B*	1	28	28	28	28
	C#	1	29	29	29	29
	D%	1	22	22	22	22
	E^	1	35	35	35	35
	F^	1	29	29	29	29
	G^	1	27	27	27	27
	H^	1	26	26	26	26
	J^	1	25	25	25	25
	K^	1	27	27	27	27
6/F – 12/F (7 storeys)	A#	7	41	41	287	287
	B#	7	29	29	203	203
	C#	7	29	29	203	203
	D%	7	22	22	154	154
	E#	7	38	38	266	266
	F#	7	31	31	217	217
	G#	7	30	30	210	210
	H#	7	29	29	203	203
	J#	7	27	27	189	189
	K#	7	30	30	210	210
15/F – 16/F (2 storeys)	A#	2	41	41	82	82
	B#	2	29	29	58	58
	C#	2	29	29	58	58
	D%	2	22	22	44	44
	E#	2	38	38	76	76
	F#	2	31	31	62	62
	G#	2	30	30	60	60
	H#	2	29	29	58	58
	J#	2	27	27	54	54
	K#	2	30	30	60	60
17/F	A#	1	41	41	41	41
	B#	1	30	30	30	30
	C#	1	29	29	29	29
	D%	1	22	22	22	22
	E#	1	41	41	41	41
	F\$	1	41	41	41	41
	G#	1	40	40	40	40
	H#	1	40	40	40	40
18/F – 23/F (6 storeys)	A#	6	41	41	246	246
	B#	6	30	30	180	180
	C#	6	29	29	174	174
	D%	6	22	22	132	132
	E#	6	41	41	246	246
	F#	6	40	40	240	240
	G#	6	40	40	240	240
25/F – 33/F (9 storeys)	A#	9	41	41	369	369
	B#	9	30	30	270	270
	C#	9	29	29	261	261
	D%	9	22	22	198	198
	E#	9	41	41	369	369
	F#	9	40	40	360	360

	G#	9	40	40	360	360
	H#	9	40	40	360	360
35/F	A#	1	41	41	41	41
	B#	1	30	30	30	30
	C#	1	29	29	29	29
	D%	1	22	22	22	22
	E#	1	41	41	41	41
	F#	1	40	40	40	40
	G#	1	40	40	40	40
	H#	1	40	40	40	40
<b>Sub-total:</b>					<b>7,852</b>	<b>7,852</b>

Note:

1. There are no 4/F, 13/F, 14/F, 24/F and 34/F in West Wing.
2. There is no Flat I on 5/F – 12/F and 15/F – 16/F in West Wing.
3. ^ with Flat Roof
4. % with Balcony
5. # with Balcony and Utility Platform
6. \* with Utility Platform and Flat Roof
7. \$ with Balcony, Utility Platform and Flat Roof



**B. Commercial Accommodation**

<b>Unit</b>	<b>Undivided Share</b>	<b>Management Share</b>
Commercial Accommodation (excluding the Signboard)	3,844	3,844
Signboard	12	12
<b>Total:</b>	<b>3,856</b>	<b>3,856</b>

**C. Parking Spaces**

<b>Unit</b>	<b>No. of Units</b>	<b>No. of Undivided Share per Unit</b>	<b>No. of Management Share per Unit</b>	<b>Sub-total No. of Undivided Share</b>	<b>Sub-total No. of Management Share</b>
Residential Car Parking Spaces (Nos. "20" – "49")	30	6	6	180	180
Commercial Car Parking Spaces (Nos. "1" – "19")	19	6	6	114	114
Residential Motor Cycle Parking Spaces (Nos. "M1" to "M5")	5	1	1	5	5
			<b>Total:</b>	<b>299</b>	<b>299</b>

**D. Common Areas and Facilities**

<b>Type</b>	<b>Undivided Share</b>	<b>Management Share</b>
Common Areas and Facilities	3,272	0

## **THE SECOND SCHEDULE ABOVE REFERRED TO**

### **Rights, Privileges and Easements**

#### **Part A**

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Development (in this SECOND SCHEDULE referred to as “**his premises**”) shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Government Grant, this Deed, the Estate Rules and the rights of the Manager as provided in this Deed: -
  - (a) the right to subjacent and lateral support and to shelter and protection from the other parts of the Development SUBJECT as aforesaid;
  - (b) the free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his premises 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 premises or the Development or any part or parts thereof for the proper use and enjoyment of his premises SUBJECT as aforesaid;
  - (c) the right for any Owner with or without workmen plant equipment and materials at all reasonable times upon reasonable prior notice and having obtained the consent of the Owners concerned (except in the case of emergency) to enter upon other Units of the Development for the purpose of carrying out any works for the maintenance and repair of his premises including any conducting media exclusively serving the same (such work not being the responsibility of the Manager under this Deed and which cannot be practically carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby SUBJECT as aforesaid. For the purpose of this sub-clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media; and
  - (d) all other easements, rights and privileges belonging or appertaining to the Land and the Development or part thereof.
2. In addition to the above rights and privileges, the Owner of each Undivided Share attributable to the Residential Units shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Government Grant, this Deed, any Sub-Deed(s), the Estate Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, invitees, visitors and licensees (in common with all persons having the like right) to go pass or repass over and along and to use the Recreational Areas and Facilities (Club House) for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the Estate Rules.

3. In addition to the above rights and privileges, the Owner of the Commercial Accommodation shall have the full right and liberty (but SUBJECT ALWAYS TO the provisions of the Government Grant, this Deed, any Sub-Deed(s), the Estate Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, invitees, visitors and licensees (in common with others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities on the 3<sup>rd</sup> floor of the Development for accessing the Owners' Corporation Office PROVIDED THAT such person shall make good any damage caused to any part of the Residential Common Areas and Facilities.
  
4. In addition to the above rights and privileges, the Owner of the Commercial Accommodation shall have the full right and liberty (but SUBJECT ALWAYS TO the provisions of the Government Grant, this Deed, any Sub-Deed(s), the Estate Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, invitees, visitors and licensees (in common with others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities on the 3<sup>rd</sup> floor of the Development for the purpose of accessing the A/C decks and the common flat roof (accessible through gondola for maintenance) (forming part of the Commercial Accommodation and the Commercial Common Areas and Facilities respectively) on the 3<sup>rd</sup> floor of the Development PROVIDED THAT such person shall make good any damage caused to any part of the Residential Common Areas and Facilities.

## **Part B**

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

- (a) the full right and privilege of the Manager at all reasonable times on reasonable notice (except in an emergency) with or without agents, surveyors, workmen and others and with or without equipment and apparatus to enter into all parts of the Development including all parts of any Unit for the purposes of carrying out necessary repairs, replacement, maintenance and cleaning to any part or parts of the Development or the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners and the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts;
- (b) the full right and privilege of the Manager at all reasonable times on prior written notice (except in case of emergency) to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the Units as may be determined by the Manager the gondola: -
  - (i) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (other than such part or parts the exclusive right to use is vested in an Owner) of the Residential Accommodation; and
  - (ii) to remain temporarily over and/or on the said airspace for such reasonable period as may be necessary,

for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Residential Common Areas and Facilities and/or the Residential Common Areas and Facilities

PROVIDED THAT: -

- (1) the use and enjoyment by the Owners of the Units shall not be affected or prejudiced thereby;
  - (2) the Manager shall make good any damage caused thereby at its own costs and expenses and shall be liable for negligent, dishonesty, wilful or criminal acts of the Manager, its staff, agents, contractors or workmen and ensure that the least disturbance is caused; and
  - (3) an Owner's right to hold, use, occupy and enjoy the Units shall not be interfered with and his access to the Units shall not be impeded;
- (c) the rights of the First Owner set forth in Section III of this Deed;

- (d) the right of the Director of Lands, his officers, contractors, his or their workmen and any other persons authorized by the Director of Lands with or without tools, equipment, plant, machinery or motor vehicles to have free and unrestricted ingress, egress and regress to, from and through the Land and the Development for the purpose of inspecting, checking, and supervising any works to be carried out and carrying out any works in accordance with Special Condition No. (33) of the Government Grant; and
- (e) the rights and privileges equivalent to those set forth in sub-clauses (a), (b), (c) and (d) of Clause I of Part A of this SECOND SCHEDULE.

## **THE THIRD SCHEDULE ABOVE REFERRED TO**

### **Covenants, Provisions and Restrictions**

1. An Owner must not make any structural alteration in a Residential Unit which interfere with or affect the rights of other Owners. No Owner shall use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Land not being equipment or apparatus for his exclusive use and benefit.
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 Development or any part thereof may become void or voidable or whereby the premia 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. No Owner shall without the prior written consent of the Manager at any time exercise or attempt to exercise any statutory or common law right to partition the Land or the Development or any of the Units.
4. No Owner shall do or permit or suffer to be done by his 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 Development at any time in the course of construction or the management and the maintenance of the Land and the Development.
5.
  - (a) No Owner including the First Owner shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owners' Committee. Any payment received for the granting of such approval shall be credited to the Special Fund.
  - (b) No Owner (including the First Owner) shall have the right to convert or designate as the Common Areas and Facilities such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. Neither the Owner (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or for his own benefit.
6. No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or things 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 Development.

7. No Owner shall use or permit or suffer the part of the Development owned by him 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 to the other Owners and occupiers for the time being of the Development.
8. (a) No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Government Grant, the Occupation Permit, this Deed, any Sub-Deed(s) and any Ordinances and Regulations from time to time applicable thereto.
- (b) No Owner shall use or cause or permit any 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 (打齋)" or any similar ceremony or as a boarding house, apartment house, dance hall, music hall or for any noisy or offensive trade or business.
- (c) No Residential Unit shall be used for any purpose other than for private residential purpose and in particular shall not be used 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

PROVIDED THAT where any separate temporary structure is erected on part or parts of the Land and the Development for the purposes of a sales office and show flat(s) and the related marketing activities to facilitate the sale of building or buildings or any part or parts thereof erected on the Land in accordance with the Government Grant, the scale and period of operation of such sales office and show flat(s) and the related marketing activities shall be subject to the prior written approval of the Director of Lands and subject always to Special Condition No. (6) of the Government Grant.

- (d) No Residential Car Parking Spaces shall be used other than for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation belonging to the residents of the Residential Accommodation and their bona fide guests, visitors or invitees.
- (e) No Residential Motor Cycle Parking Spaces shall be used other than for the parking of motor cycles licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation belonging to the residents of the Residential Accommodation and their bona fide guests, visitors or invitees.
- (f) No Commercial Car Parking Spaces shall be used other than for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation belonging to the

occupiers of the Commercial Accommodation and their bona fide guests, visitors or invitees.

- (g) No Visitors' Parking Space shall be used other than for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation belonging to the bona fide guests, visitors or invitees of the residents of the Residential Accommodation.
- (h) No Car Parking Space for Disabled Persons shall be used other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the Development and their bona fide guests, visitors or invitees.
- (i) The Parking Spaces, the Visitors' Parking Spaces and the Car Parking Spaces for Disabled Persons shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services or for the storage, display or exhibiting of other articles, goods or things and no structure or partitioning shall be erected thereon.
- (j) The Residential Loading and Unloading Bay shall not be used other than for the loading and unloading of goods vehicles in connection with the Residential Accommodation.
- (k) The Commercial Loading and Unloading Bay shall not be used other than for the loading and unloading of goods vehicles in connection with the Commercial Accommodation.
- (l) Except with the prior consent of the Building Authority, the Greenery Area shall not be used other than as greenery

PROVIDED THAT subject to Special Condition No.(6) of the Government Grant, the First Owner may use any Unit(s) and such other part(s) of the Development which have not been sold or assigned by the First Owner for the purposes of a temporary sales office and temporary show flats and the related marketing activities but shall cause as little disturbance and inconvenience as is reasonably possible to the Owners.

- 9. No partitioning shall be erected or installed in a Unit which does not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.
- 10. Subject to the rights of the First Owner and the rights of the Owner(s) of the Commercial Accommodation herein provided, no Owner shall erect or place or cause or permit to be erected or placed any advertising sign or other structure on the balcony or utility platform of his Unit or any other part thereof and the Manager shall have the right to enter to remove anything erected or placed on the balcony or utility platform of his Unit or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same and the Manager shall at his own costs and



expenses repair any damage so caused and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts.

11. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any part of his Residential Unit any metal grille, 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.
12. 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 a Residential Unit giving the Owner's or occupier's name) without the prior written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.
13. 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.
14. 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.
15. No Owner shall cut, maim, alter, affix, interfere with, damage or in any other way affect any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, and/or cable television system (if any), fixtures or any other installation within any portion of the flat roofs or external surfaces provided in the Development as part of the Common Areas and Facilities.
16. No Owner shall be entitled to connect any installation to the communal television and radio aerial system and cable television system (if any) installed by the First Owner or the Manager except with the permission of the Manager and in accordance with any Estate Rules relating to the same. No Owner shall affix or install his own private aerial outside any part of the Unit or Development.
17. No air-conditioning or other units shall be installed through any window or external wall of the Residential Unit other than at places designated for such purpose in the Residential Unit and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land or the Development. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units (if any) serving exclusively his Unit in good repair and condition.
18. Subject to the rights of the First Owner and the rights of the Owner(s) of the Commercial Accommodation herein provided, no Owner shall place, erect, install, exhibit, attach or otherwise affix or allowed to be placed, erected, installed, exhibited, attached or otherwise affixed or permitted to remain any external signs, signboards,

notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever on the external surfaces of or extending outside the exterior of his Unit or any part of the Development or be projected from the Development or any part thereof except with the written consent of the Manager who may in its discretion impose conditions to the consent.

19. Subject to the rights of the First Owner and the rights of the Owner of the Commercial Accommodation herein provided, no Owner shall exhibit, display or allow or suffer to be exhibited or displayed on the external parts of any building or structure erected or to be erected on the Land any bill, notice, placard, poster, sign or advertisement whatsoever.
20. No clothing or laundry shall be hung outside the Residential Unit or the Commercial Accommodation or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities.
21. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the external walls, balcony or utility platform of his Unit or any other areas which in the opinion of the Manager shall be undesirable or constitute a nuisance to other Owners or occupiers of the Development and the Manager shall have the right to remove such articles without notice at the cost of the offending Owner.
22. No Owner shall erect or build or suffer to be erected or built on or upon the balcony, utility platform or external walls forming part of his Unit or the Development any wall, window, gate, door, curtain, external awning, canopy, partition, security bar, protection grilles or any other structure whatsoever either of a permanent or temporary nature. The Manager shall have the right to enter (including the offending Owner's part of the Development) and remove from such balcony, utility platform or external walls of the Unit such structure at the cost of the offending Owner and to erect thereon scaffolding and other equipment necessary for repairing and maintaining the plumbing facilities, the external walls and windows of the Development and the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts.
23. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Development 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 Clause.
24. Not to use water closets and other water apparatus in the Development 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 by the Owner or occupier in whose Unit it shall have been caused.

25. No Owner shall make or cause or permit any disturbing noise in his Unit or do or cause or permit anything to be done which will unreasonably interfere with the rights, comforts and convenience of other occupants of the Development.
26. No Owner shall permit the playing of mahjong in his part of the Development between mid-night and 9 a.m. so as to cause disturbance to the Owners or occupiers of any other part of the Development.
27. Except with the Manager's consent, no bird or animal, other than a reasonable and usual number of normal household pets or trained guide dogs on leash for the blind may be brought into any part of the Development whilst guiding any person with disability in vision, shall be kept or harboured in any part of the Development (excluding the Commercial Accommodation). The Manager shall have the power and right to remove any animal from a Unit (excluding the Commercial Accommodation) if, in the opinion of the Manager, such bird or animal is causing a nuisance or disturbance to other Owners or occupiers of the Development or if the same has been the cause of written complaint of at least four (4) other Owners or occupiers of the Development received by the Manager and in the opinion of the Manager justified. In any event no dogs shall be permitted in the Common Areas and Facilities unless carried or on leash.
28. Not to allow children to play in the Common Areas and Facilities (except such parts of the Recreational Areas and Facilities (Club House) designed for children) and any wilful damage to or wilful discolouration to decorations in such areas and facilities by children shall be paid for by the Owner or occupier of the Unit in which the child or children concerned reside.
29. Subject to the rights of the First Owner herein provided, no Owner shall paint the outside of the Development including any part of the Development owned by him, or do or permit to be done any act or thing which may or will alter the façade or external appearance of his Unit or the Development (including any part owned by him) or the colour of the window glass panes and the window frames of his Unit without the prior consent in writing of the Manager which consent shall not be unreasonably withheld.
30. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Development owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
31. Not to allow bicycles, baby carriages, skateboards 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 part of the Common Areas and Facilities.
32. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.

33. No Owner shall make any alteration to or interfere with the sprinkler system, fire-fighting equipment or door hold open device forming part of the Common Areas and Facilities or suffer to be done anything to such sprinkler system, fire-fighting equipment or door hold open device which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder. Every Owner shall permit the Manager and the relevant Government authorities to make the necessary inspection of the sprinkler system and fire-fighting equipment within this Unit upon reasonable prior notice (except in the case of emergency). If any extension of such sprinkler heads or smoke detectors of such sprinkler systems or alteration to such fire-fighting equipment or door hold open device shall be required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.
34. No Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Development save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.
35. No Owner shall place on any part of the floors of the Development or in any lifts any article, machinery, goods or merchandise which may cause the maximum floor or lift loading-bearing capacity thereof (as specified on such floor or lift) 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 Development or any fixtures and fittings therein.
36. No Owner shall interfere with, damage or cut any tree growing on the Land (except with those in the Residential Units) or adjacent thereto except with the prior written consent of the Director of Lands and in compliance with any conditions that may be imposed by the said Director and each Owner shall be responsible to remedy and indemnify the other Owners in respect of any breach of this Clause including a breach by the occupants of his Unit and their guests or visitors.
37. Every Owner shall 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 and any Sub-Deed(s)), taxes, rates, assessments and outgoings payable in respect of such part of the Development of which he is the Owner and to indemnify the other Owners from and against all liability thereof.
38. (a) Each Owner shall at its own cost and expense and in compliance with the Government Grant, this Deed and the Estate Rules, manage, repair, maintain and upkeep his Unit and all services and facilities installed therein or used in connected therewith.  
(b) Subject to the provisions of this Deed, each Owner shall keep and maintain his Unit and all wirings and piping thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances (if any) thereto in good repair and condition and shall maintain the same 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 Development.

39. Each Owner shall have the right to use the interior surface of the party walls dividing his Residential Unit from the neighbouring Residential Units. No Owner shall use any portion of such party walls so as to interfere with the use and enjoyment of the other Owners. Except for the interior surface of such party walls which shall be repaired and maintained by the relevant Owner at his sole cost and expense, all such party walls shall be repaired and maintained at the joint cost and expense of the relevant Owners sharing in common such party walls.
40. Except in location (if any) originally provided for the purpose under the Building Plans, no Owner shall build a swimming pool, sauna, whirlpool, hot-tub or jacuzzi whether portable or otherwise or sink a well in any part of his Unit without the prior written consent of the Manager.
41.
  - (a) The Non-enclosed Areas shall only be used as balcony or utility platform (as the case may be) in relation to or in connection with use and enjoyment of the Residential Units for which they are provided.
  - (b) The design and location of the Non-enclosed Areas under the Building Plans shall not be altered in any way.
  - (c) The Non-enclosed Areas shall not be enclosed above safe parapet height other than as under the Building Plans.
  - (d) Each Owner of the Non-enclosed Areas shall (i) at his own cost keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance (Cap. 123) and such other Ordinances, bye-laws and regulations promulgated by the Government from time to time; and (ii) be responsible for the financial support and maintenance of the same.
  - (e) In the event of the above covenants being in breach, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owners to remedy the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants including but not limited to the right to enter upon the Residential Units concerned (including the Non-enclosed Areas provided therein) and remove any structures which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Residential Units which are in breach of the aforesaid covenants and the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose.

42. Subject to Clause 1 of the THIRD SCHEDULE to this Deed, an Owner of Residential Unit shall carry out or cause to be carried out any fitting out or decoration works to any Unit in accordance with the Fit-out Rules. The Fit-out Rules may prescribe that the Owner of Residential Unit shall deposit and maintain with the Manager a refundable decoration deposit of HK\$5,000 or such other reasonable sum as may be determined by the Manager from time to time as security for the due observance and performance by the Owner of the Fit-out Rules when fitting-out or decorating his Residential Unit. Such decoration deposit shall be refunded by the Manager without interest to the Owner of Residential Unit within two (2) working days after the Owner has notified the Manager in writing that the fitting-out or decoration of his Residential Unit has been completed and upon the Manager being satisfied that this is the case.
43. Each Owner of Open Kitchen Units as set out in Part A of the FOURTH SCHEDULE to this Deed shall at his own costs and expenses observe and comply with the Fire Safety Management Plan, in particular the provisions set out in Part B of the FOURTH SCHEDULE to this Deed, and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause his tenants and other occupants of his Residential Unit to observe and comply with the same.
44. In addition to the covenants, provisions and restrictions contained in the THIRD SCHEDULE to this Deed, the Owner or Owners of the Parking Spaces shall be bound by and shall observe the following covenants, provisions and restrictions: -
- (a) each Owner of the Parking Spaces shall maintain his Parking Space in good repair and condition in such a manner so as to avoid any loss, damage, nuisance or annoyance to any other Owners or their occupiers;
  - (b) no part of the Carpark Common Areas and Facilities shall be obstructed or incumbered nor shall any refuse, matter or other things be placed thereon nor shall any part of the Carpark Common Areas and Facilities be used for any purposes except as provided under the Government Grant, this Deed and any Sub-Deed(s), and no Owner shall do or permit or suffer to be done anything in the Carpark Common Areas and Facilities as may be or become a nuisance or cause annoyance to any other Owners or their occupiers;
  - (c) not to use or permit or suffer to be used any Parking Spaces for the storage, display or exhibition of motor vehicles or motor cycles for sale or otherwise or for the provision of car cleaning and beauty services;
  - (d) not to permit or allow any motor vehicle or motor cycle parked in the Parking Space of which he is the Owner to deteriorate to a condition detrimental to the environmental appearance of the Development; and
  - (e) each Parking Space shall only be used for parking of one motor vehicle or one motor cycle (as the case may be).

45. The Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the enforcement of the provisions in Clause 44 above and the proper management and maintenance of the Carpark Common Areas and Facilities or any part thereof including but not limited to the following: -
- (a) to manage and control the parking of motor vehicles or motor cycles (as the case may be) in the Parking Spaces, the Visitors' Parking Spaces, the Car Parking Spaces for Disabled Persons, Residential Loading and Unloading Bay and the Commercial Loading and Unloading Bays and to remove any motor vehicles or motor cycles parked in any area not reserved for parking or parked in any parking space without the permission of the Manager or (as the case may be) the Owner or occupier of such space; and
  - (b) to impound and/or remove any motor vehicle or motor cycle parked anywhere on or in the Carpark Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which is contrary to the provisions of this Deed, Sub-Deed(s) or any Estate Rules or the owner and/or the driver of such motor vehicle or motor cycle has defaulted in paying parking fees; and any damage caused to such motor vehicles or motor cycles during or as a consequence of such impoundment or removal shall be the sole responsibility of the owners and/or the drivers of such motor vehicles or motor cycles thereof.
46. The Recreational Areas and Facilities (Club House) shall be for the exclusive recreational use of the Owners and residents of the Residential Units and their bona fide visitors and by no other person or persons and subject to the provisions of this Deed, any Sub-Deed(s), the Estate Rules and such rules as may from time to time be set out by the Manager.
47. No grave or columbarium shall be erected or made on the Land and the Development, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.
48. The Owners of those Residential Units enclosed with curtain wall structure shall be responsible for the maintenance, repair and replacement (if so required) of the openable parts and such pieces of glass panels of the curtain wall structure which form part of their respective Residential Units in accordance with the standards and requirements laid down by the Manager. Such Owners shall also be responsible for the cleaning of the inside surface of the non-openable parts of the curtain wall structure (including the glass panels) facing their respective Residential Units.
49. The Owners of those Residential Units consisting of any balconies or utility platforms shall be responsible for the maintenance, repair and replacement (if so required) of the glass acoustic fins, glass balustrades or railings (as the case may be) of the balconies or utility platforms of their respective Residential Units. No Owner shall change or replace the glass balustrades and/or railings of the balconies or utilities platforms of their respective Residential Units except in accordance with the standards and requirements laid down by the Manager. The Owners of those Residential Units consisting glass

acoustic fins shall also be responsible for the cleaning of the inside surface of the glass acoustic fins facing the balconies of their respective Residential Units.

50. The respective Owners of the Parking Spaces shall own the Electric Vehicle Charging Facilities installed at their respective Parking Spaces and shall be responsible for the repair and maintenance of their Electric Vehicle Charging Facilities.



**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**Part A: Open Kitchen Units**

<b>Residential Accommodation</b>	<b>Floor</b>	<b>Unit</b>
East Wing	5/F – 12/F and 15/F – 16/F (10 storeys)	Flat B, Flat C, Flat D and Flat G
	17/F – 23/F, 25/F – 33/F and 35/F (17 storeys)	Flat B and Flat F
	36/F (1 storey)	Flat F
West Wing	5/F – 12/F and 15/F – 16/F (10 storeys)	Flat A, Flat B, Flat C, Flat D, Flat E, Flat F, Flat G, Flat H, Flat J and Flat K
	17/F – 23/F, 25/F – 33/F and 35/F (17 storeys)	Flat A, Flat B, Flat C, Flat D, Flat E, Flat F, Flat G and Flat H

**Remark**

- (1) There is no 4/F, 13/F, 14/F, 24/F and 34/F in the Development.
- (2) There is no Flat I on 5/F to 12/F and 15/F to 16/F of West Wing of the Residential Accommodation.
- (3) There is no Flat on 36/F of West Wing of the Residential Accommodation.

**Part B: Provisions relating to the Fire Safety Management Plan**

1. The Owners of the Open Kitchen Units shall at their own expense observe and comply with the Fire Safety Management Plan. Without prejudice to the generality of but in addition to the foregoing, the Owner of an Open Kitchen Unit shall observe and comply with the following provisions: -
  - (a) multi-sensor smoke detectors (including sounder base) provided inside the Open Kitchen Units and at the common corridor and lift lobby outside the Open Kitchen Units should not be removed or obstructed;
  - (b) sprinkler head provided at the ceiling immediately above the open kitchen of his Open Kitchen Unit should not be removed or obstructed;
  - (c) the full height wall of a minimum of 600 mm width and having fire resistance rating of not less than -/30/30 adjacent to the open kitchen and exit door of his Open Kitchen Unit should not be removed;
  - (d) to maintain and keep the fire services installations specified in the Fire Safety Management Plan and installed in his Open Kitchen Unit in good order and working condition; and
  - (e) to let, lease, license or otherwise part with the possession of his Open Kitchen Unit upon the condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall agree to observe and comply with the provisions contained in this Deed relating to and/or applicable to Open Kitchen Units.
2. The Manager shall on behalf of the Owners of the Open Kitchen 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. Without limiting the generality of the foregoing, the Manager is hereby given full authority by the Owners of the Open Kitchen 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 any necessary works in respect of the fire services installations as specified in and in accordance with the Fire Safety Management Plan and submit the maintenance certificate to the Fire Services Department.
3. The Manager and the registered fire service installation contractors engaged by the Manager shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any 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 Clause 1 of this FOURTH SCHEDULE above PROVIDED THAT the Manager shall be liable for and shall at its own costs and expenses repair and make good any damage so caused and for its liability for the negligent, willful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the relevant Open Kitchen Unit(s) and reinstate the same causing least disturbance as is reasonably practicable.

4. The Manager shall prepare a separate management budget for the carrying out and implementation of the plans of the Fire Safety Management Plan and the fire services system serving the Open Kitchen Units exclusively. The Owners of each Open Kitchen Unit shall pay to the Manager his due share of the budgeted expenses for the carrying out and implementation of the plans of the Fire Safety Management Plan and the said fire services system on a monthly basis in accordance with and in proportion to the Management Shares allocated to his Open Kitchen Unit.
5. The First Owner shall deposit a copy of the Fire Safety Management Plan in the management office of the Development within one month of the date of this Deed for reference by the Owners and the Manager free of charge.
6. The Manager shall ensure the latest version of the Fire Safety Management Plan will be kept at the management office of the Development for inspection by the Owners free of charge or taking copies by the Owners at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

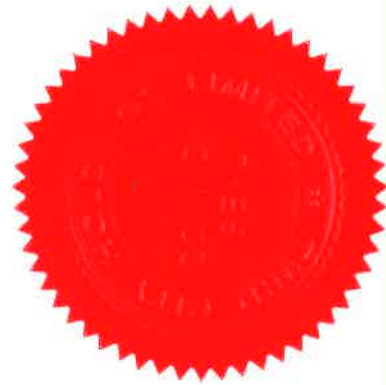
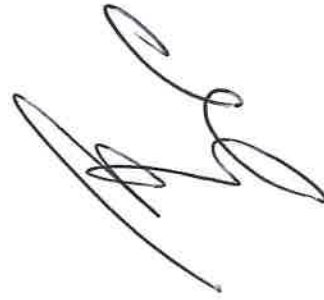
**Schedule of Works and Installations**

- (a) Structural elements;
- (b) Pre-cast facade installation;
- (c) External wall finishes and roofing materials;
- (d) Fire safety elements;
- (e) Slopes and Retaining Walls (if any);
- (f) Plumbing system;
- (g) Drainage system;
- (h) Fire services installations and equipment;
- (i) Electrical wiring system;
- (j) Lift installations;
- (k) Sanitary fitment installation;
- (l) Gas supply system;
- (m) Curtain wall, glass wall and window installations;
- (n) Gondola system; and
- (o) Swimming pool.

**SIGNED** as a deed and **SEALED** with )  
the Common Seal of the **First Owner** in )  
accordance with the articles of )  
association and **SIGNED** by )

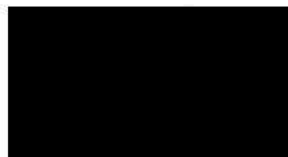
**Ma Suen Yee Andrew** )

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



Tang Pei Yan  
Mayer Brown  
Solicitor, Hong Kong SAR

**SIGNED SEALED and DELIVERED** )  
by the **First Assignee** (Holder of Hong )  
Kong Identity Card No. [REDACTED] in )  
the presence of: - )



A handwritten signature in black ink, consisting of a large, stylized 'M' shape.

Tang Faat Hing  
Mayer Brown  
Solicitor, Hong Kong SAR

INTERPRETED to the First Assignee by: -

A handwritten signature in black ink, appearing as a series of connected, fluid strokes.

CHEUNG KIN KWONG POTTER  
Real Estate Executive  
Mayer Brown  
Solicitors, Hong Kong SAR

**SIGNED** as a deed and **SEALED** with the Common Seal of the **Manager** in accordance with the articles of association and **SIGNED** by

)  
)  
)  
) *Catherine Wong*  
)  
)  
)  
)

WONG LAI HUNG CATHERINE

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



Handwritten signature of Mak Tze Yan.

**Mak Tze Yan**  
**Mayer Brown**  
**Solicitor, Hong Kong SAR**

**SIGNED** as a deed and **SEALED** with  
the Common Seal of the **Security Agent**  
(acting in its capacity as security agent  
and trustee for the Secured Parties) in  
accordance with its articles of  
association and **SIGNED** by  
NG Yun Qiao Stockor and KAM Ying  
Tim  
duly authorised by board resolution of  
its directors whose signature(s) is/are  
verified by: -

  
  
Tang Hui Yan  
Mayer Brown  
Solicitor, Hong Kong SAR





**BLOCK PLAN** 1:1500

- LEGEND:**
- G GREEN - RESIDENTIAL COMMON AREAS AND FACILITIES
  - Y YELLOW - ESTATE COMMON AREAS AND FACILITIES
  - GY GREY HATCHED BLACK - COMMERCIAL ACCOMMODATION
  - I INDIGO - CARPARK COMMON AREAS AND FACILITIES
- LEGEND:**
- E.M.C. : ELECTRICAL METER CABINET
  - E.M.R. : ELECTRICAL METER ROOM
  - EV : ELECTRIC VEHICLE
  - F.S. : FIRE SERVICES
  - HV : HIGH VOLTAGE
  - W.M.C. : WATER METER CABINET
  - W.M.R. : WATER METER ROOM

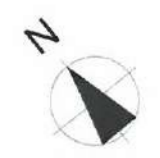
I HEREBY CERTIFY  
THE ACCURACY OF THIS PLAN  
**RONALD P.C. LIANG**

Dipl Tech(Arch) ARAIA RIBA HKIA AACA  
Authorized Person  
Registered Architect (HK)  
Chartered Architect (AUS)

Project  
DEVELOPMENT AT NKIL NO. 4178  
CHEUNG SHA WAN, KOWLOON

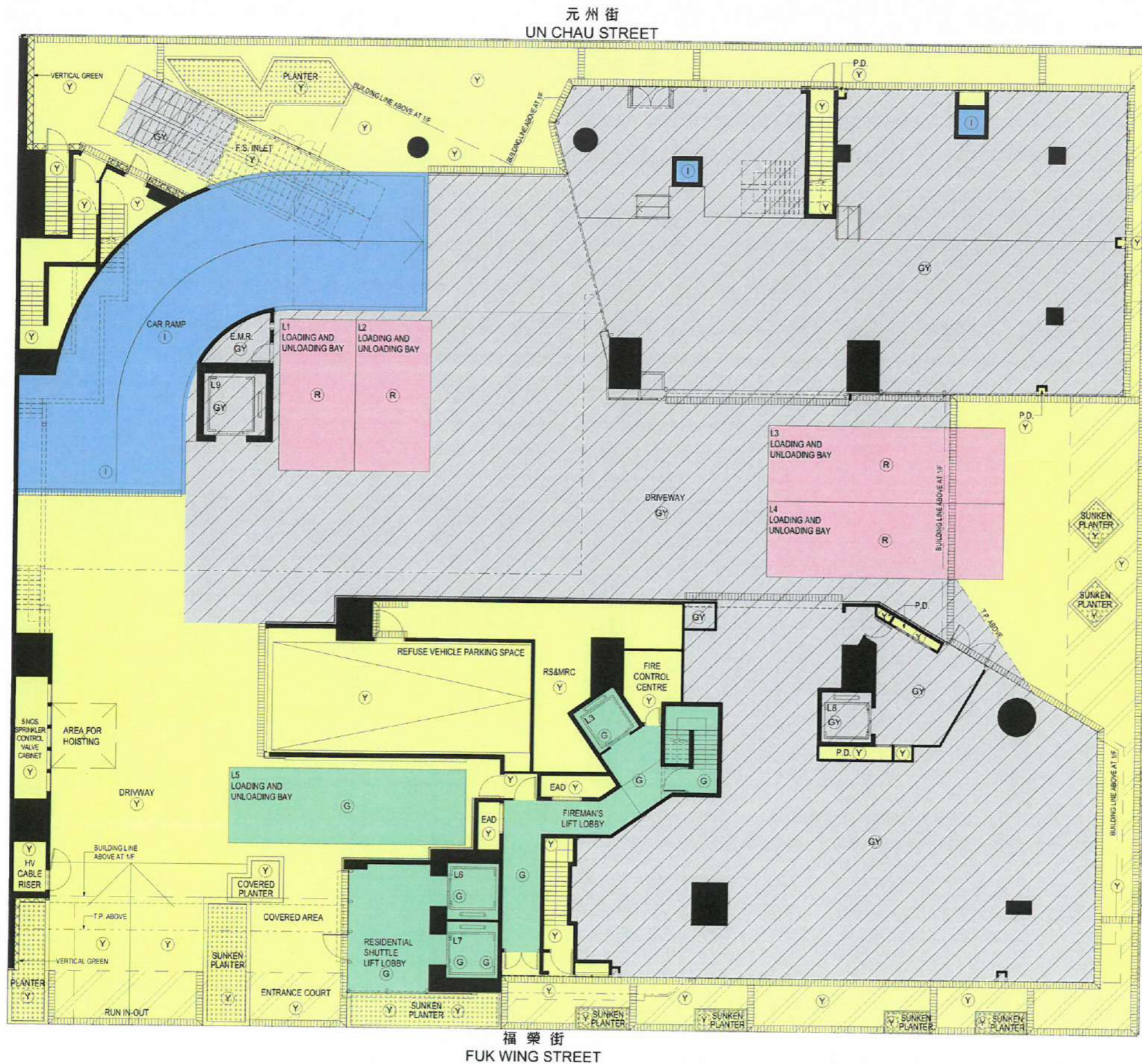
**LWK  
+PARTNERS**

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梁黃顯建築師(香港)事務所有限公司  
九龍尖沙咀海港城環球金融中心北座15樓



**BASEMENT FLOOR PLAN**  
THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.  
PLAN NO. : DMC-01  
SCALE : N.T.S.  
DATE : 16 MAY 2022

← LOT BOUNDARY



**BLOCK PLAN** 1:1500

- GREEN - RESIDENTIAL COMMON AREAS AND FACILITIES
- YELLOW - ESTATE COMMON AREAS AND FACILITIES
- GREY HATCHED BLACK - COMMERCIAL ACCOMMODATION
- INDIGO - CARPARK COMMON AREAS AND FACILITIES
- RED - COMMERCIAL COMMON AREAS AND FACILITIES
- YELLOW CROSS-HATCHED BLACK - GREENERY AREA (VERTICAL GREEN) (ESTATE COMMON AREAS AND FACILITIES) = 129.570 s.m.
- YELLOW STIPPLED BLACK - GREENERY AREA (ESTATE COMMON AREAS AND FACILITIES) = 48.511 s.m.

- LEGEND:**
- E.A.D. : EXHAUST AIR DUCT
  - E.M.R. : ELECTRICAL METER ROOM
  - F.S. : FIRE SERVICES
  - HV : HIGH VOLTAGE
  - P.D. : PIPE DUCT
  - RS&MRC : REFUSE STORAGE & MATERIAL RECOVERY CHAMBER
  - T.P. : TRANSFER PLATE

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN  
**RONALD P.C. LIANG**

*Ronald P.C. Liang*  
 Dipl Tech(Arch) ARAIA RIBA HKIA AACA  
 Authorized Person  
 Registered Architect (HK)  
 Chartered Architect (AUS)

Project  
 DEVELOPMENT AT NKIL NO. 4178  
 CHEUNG SHA WAN, KOWLOON

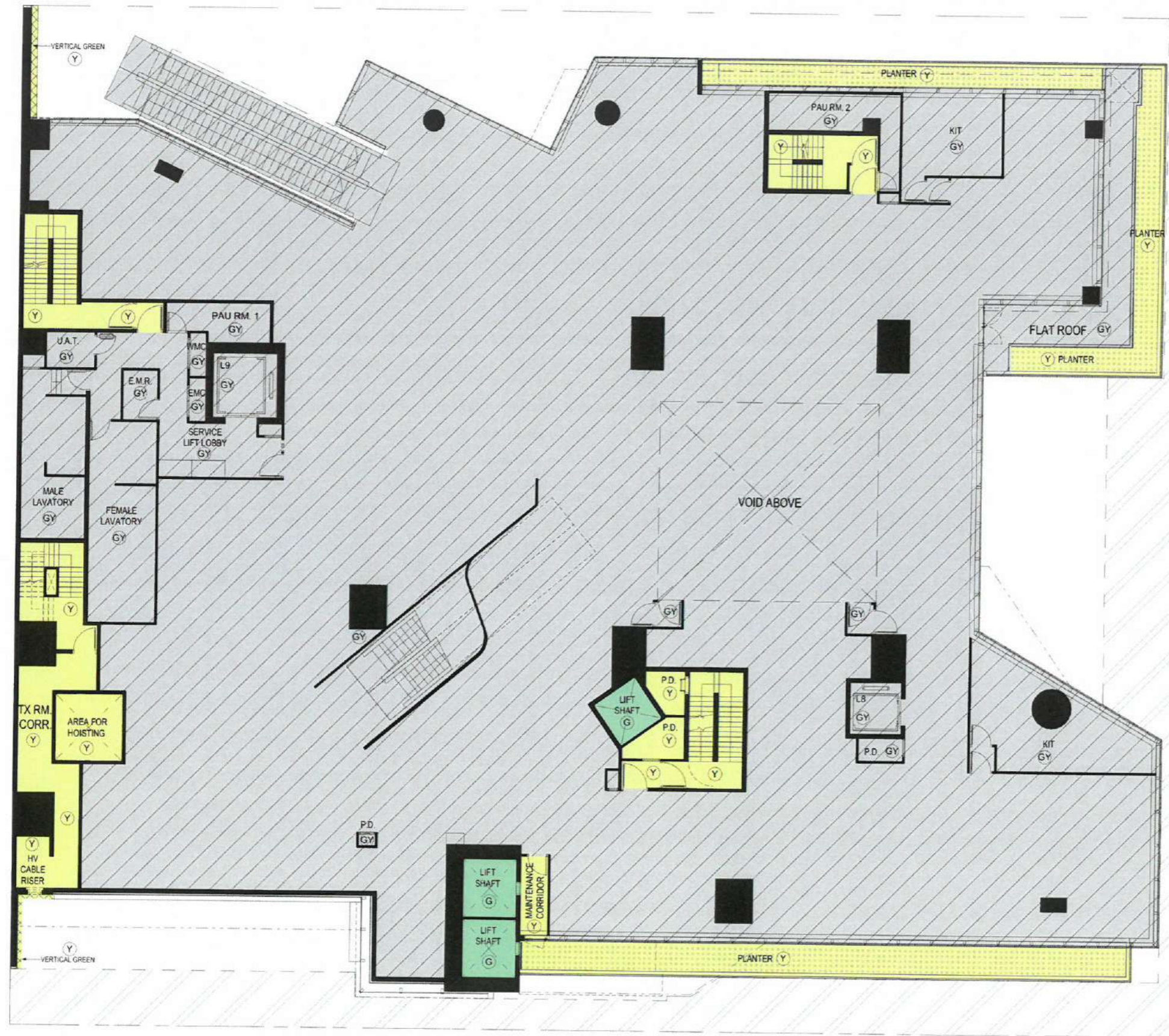
**LWK + PARTNERS**

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 九龍尖沙咀海港城環球金融中心北座15樓

**GROUND FLOOR PLAN**  
 THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

PLAN NO. : DMC-02  
 SCALE : N.T.S.  
 DATE : 16 MAY 2022





**BLOCK PLAN** 1:1500

- LEGEND:**
- GREEN - RESIDENTIAL COMMON AREAS AND FACILITIES
  - YELLOW - ESTATE COMMON AREAS AND FACILITIES
  - GREY HATCHED BLACK - COMMERCIAL ACCOMMODATION
  - YELLOW CROSS-HATCHED BLACK - GREENERY AREA (VERTICAL GREEN) (ESTATE COMMON AREAS AND FACILITIES) = 129.570 s.m.
  - YELLOW STIPPLED BLACK - GREENERY AREA (ESTATE COMMON AREAS AND FACILITIES) = 73.365 s.m.

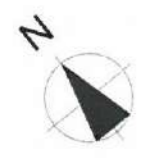
- LEGEND:**
- E.M.C. : ELECTRICAL METER CABINET
  - E.M.R. : ELECTRICAL METER ROOM
  - HV : HIGH VOLTAGE
  - PAU : PRIMARY AIR HANDLING UNIT
  - P.D. : PIPE DUCT
  - U.A.T. : UNI-SEX ACCESSIBLE TOILET
  - W.M.C. : WATER METER CABINET

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN  
**RONALD P.C. LIANG**

Dipl Tech(Arch) ARAIA RIBA HKIA AACA  
 Authorized Person  
 Registered Architect (HK)  
 Chartered Architect (AUS)

Project  
 DEVELOPMENT AT NKIL NO. 4178  
 CHEUNG SHA WAN, KOWLOON

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 Harbour City, TST, Hong Kong  
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 香港尖沙咀海港城環球金融中心北座15樓



**FRIST FLOOR PLAN**  
 THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.  
 PLAN NO. : DMC-03  
 SCALE : N.T.S.  
 DATE : 16 MAY 2022



**BLOCK PLAN** 1:1500

- LEGEND:**
- GREEN - RESIDENTIAL COMMON AREAS AND FACILITIES
  - YELLOW - ESTATE COMMON AREAS AND FACILITIES
  - GREY HATCHED BLACK - COMMERCIAL ACCOMMODATION
  - YELLOW CROSS-HATCHED BLACK - GREENERY AREA (VERTICAL GREEN) (ESTATE COMMON AREAS AND FACILITIES) = 129.570 s.m.

- LEGEND:**
- E.A.D. : EXHAUST AIR DUCT
  - E.M.R. : ELECTRICAL METER ROOM
  - H.R. : HOSE REEL
  - HV : HIGH VOLTAGE
  - PAU : PRIMARY AIR HANDLING UNIT
  - P.D. : PIPE DUCT
  - T.B.E. : TELECOMMUNICATION AND BROADCASTING EQUIPMENT
  - TX RM. : TRANSFORMER ROOM
  - U.A.T. : UNI-SEX ACCESSIBLE TOILET
  - W.M.C. : WATER METER CABINET

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN  
**RONALD P.C. LIANG**

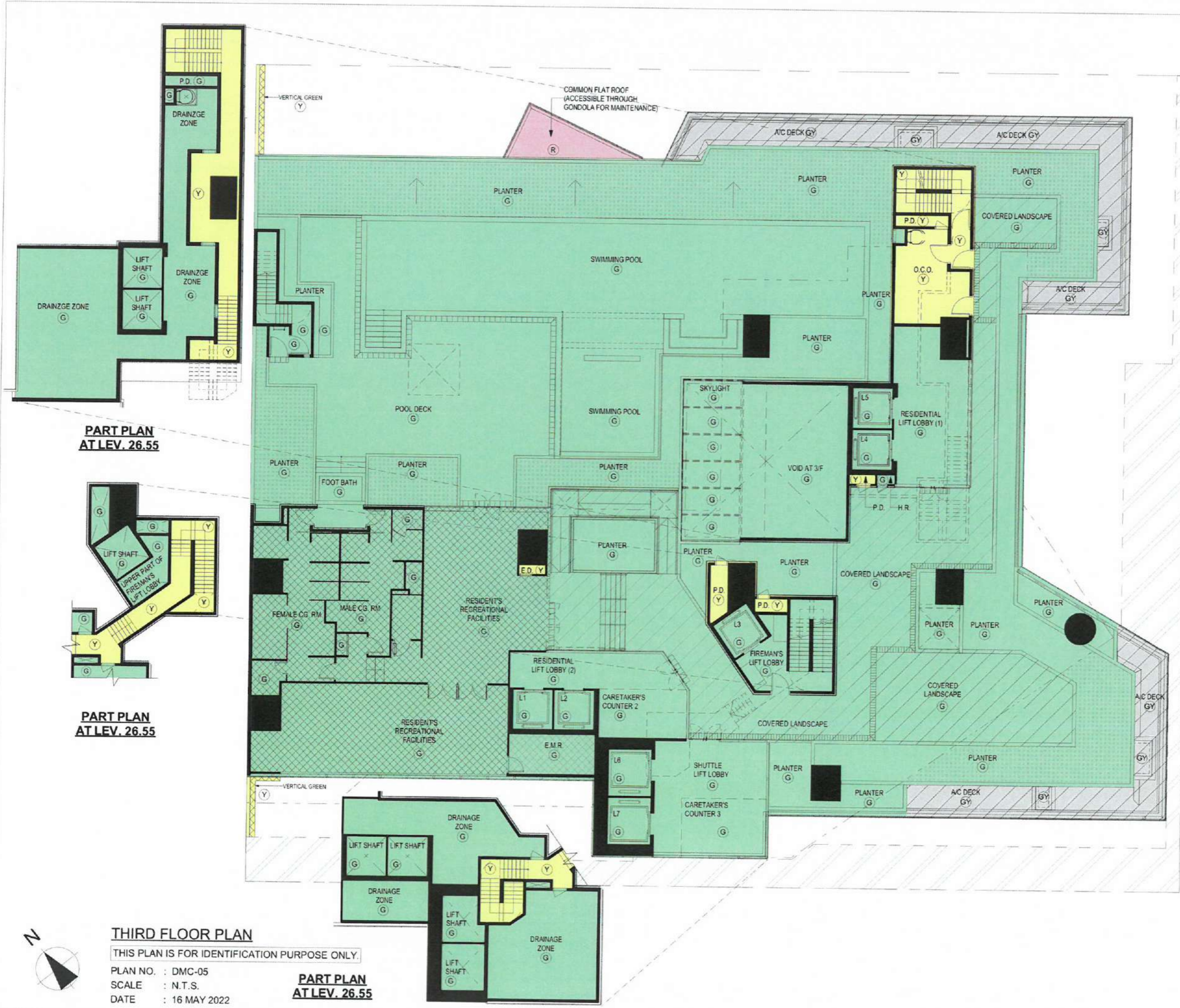
Dipl Tech(Arch) ARAIA RIBA HKIA AACA  
 Authorized Person  
 Registered Architect (HK)  
 Chartered Architect (AUS)

Project  
 DEVELOPMENT AT NKIL NO. 4178  
 CHEUNG SHA WAN, KOWLOON

**LWK + PARTNERS**  
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 Harbour City, TST, Hong Kong  
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**SECOND FLOOR PLAN**  
 THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.  
 PLAN NO. : DMC-04  
 SCALE : N.T.S.  
 DATE : 16 MAY 2022



**BLOCK PLAN** 1:1500

- GREEN - RESIDENTIAL COMMON AREAS AND FACILITIES
- YELLOW - ESTATE COMMON AREAS AND FACILITIES
- GREY HATCHED BLACK - COMMERCIAL ACCOMMODATION
- RED - COMMERCIAL COMMON AREAS AND FACILITIES
- YELLOW CROSS-HATCHED BLACK - GREENERY AREA (VERTICAL GREEN) (ESTATE COMMON AREAS AND FACILITIES) = 129.570 s.m.
- GREEN CROSS-HATCHED BLACK - RECREATIONAL AREAS AND FACILITIES (CLUB HOUSE)
- GREEN STIPPLED BLACK - GREENERY AREA (RESIDENTIAL COMMON AREAS AND FACILITIES) = 254.474 s.m.
- GREEN HATCHED BLACK - COVERED LANDSCAPE

- LEGEND :**
- A/C : AIR CONDITIONING
  - E.D. : ELECTRICAL DUCT
  - E.M.R. : ELECTRICAL METER ROOM
  - H.R. : HOSE REEL
  - P.D. : PIPE DUCT
  - O.C.O. : OWNERS' CORPORATION OFFICE

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN  
**RONALD P.C. LIANG**

*RPL*

Dipl Tech(Arch) ARAIA RIBA HKIA AACA  
 Authorized Person  
 Registered Architect (HK)  
 Chartered Architect (AUS)

Project  
 DEVELOPMENT AT NKIL NO. 4178  
 CHEUNG SHA WAN, KOWLOON

**LWK + PARTNERS**

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 九龍尖沙咀海濱城環球金融中心北座15樓



**THIRD FLOOR PLAN**  
 THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.  
 PLAN NO. : DMC-05  
 SCALE : N.T.S.  
 DATE : 16 MAY 2022  
**PART PLAN AT LEV. 26.55**



**BLOCK PLAN** 1:1500

- G** GREEN - RESIDENTIAL COMMON AREAS AND FACILITIES
- Y** YELLOW - ESTATE COMMON AREAS AND FACILITIES
- HATCHED BLACK - BALCONIES
- CROSSED HATCHED BLACK - UTILITY PLATFORMS
- PC** GREEN - NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
- M** MAINTENANCE WINDOW
- AW** ACOUSTIC WINDOW (BAFFLE TYPE)
- EN** ENHANCED ACOUSTIC BALCONY

I HEREBY CERTIFY  
THE ACCURACY OF THIS PLAN  
**RONALD P.C. LIANG**

Dipl Tech(Arch) ARAIA RIBA HKIA AACA  
Authorized Person  
Registered Architect (HK)  
Chartered Architect (AUS)

Project  
DEVELOPMENT AT NKIL NO. 4178  
CHEUNG SHA WAN, KOWLOON

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**5/F FLOOR PLAN**  
THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.  
PLAN NO. : DMC-06  
SCALE : N.T.S.  
DATE : 16 MAY 2022



**BLOCK PLAN** 1:1500

- G GREEN - RESIDENTIAL COMMON AREAS AND FACILITIES
- HATCHED BLACK - BALCONIES
- CROSSED HATCHED BLACK - UTILITY PLATFORMS
- PC GREEN - NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
- M MAINTENANCE WINDOW
- AW ACOUSTIC WINDOW (BAFFLE TYPE)
- AB ACOUSTIC BALCONY
- EN ENHANCED ACOUSTIC BALCONY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN  
**RONALD P.C. LIANG**

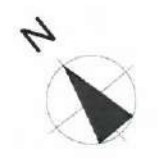
*Ronald P.C. Liang*

Dipl Tech(Arch) ARAIA RIBA HKIA AACA  
 Authorized Person  
 Registered Architect (HK)  
 Chartered Architect (AUS)

Project  
 DEVELOPMENT AT NKIL NO. 4178  
 CHEUNG SHA WAN, KOWLOON

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**TYPICAL FLOOR PLAN (6/F - 12/F, 15/F - 16/F)**  
 THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.  
 PLAN NO. : DMC-07  
 SCALE : N.T.S.  
 DATE : 16 MAY 2022



BLOCK PLAN 1:1500

- G GREEN - RESIDENTIAL COMMON AREAS AND FACILITIES
- / / / / HATCHED BLACK - BALCONIES
- X X X X CROSSED HATCHED BLACK - UTILITY PLATFORMS
- PC GREEN - NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
- M MAINTENANCE WINDOW
- AW ACOUSTIC WINDOW (BAFFLE TYPE)
- AB ACOUSTIC BALCONY
- EN ENHANCED ACOUSTIC BALCONY

I HEREBY CERTIFY  
THE ACCURACY OF THIS PLAN  
**RONALD P.C. LIANG**

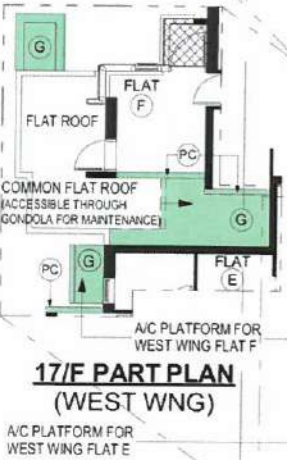
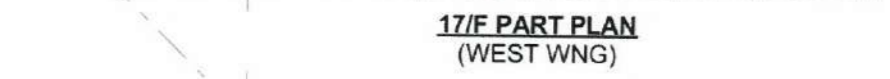


Dipl Tech(Arch) ARAIA RIBA HKIA AACA  
Authorized Person  
Registered Architect (HK)  
Chartered Architect (AUS)

Project  
DEVELOPMENT AT NKIL NO. 4178  
CHEUNG SHA WAN, KOWLOON

LWK  
+ PARTNERS

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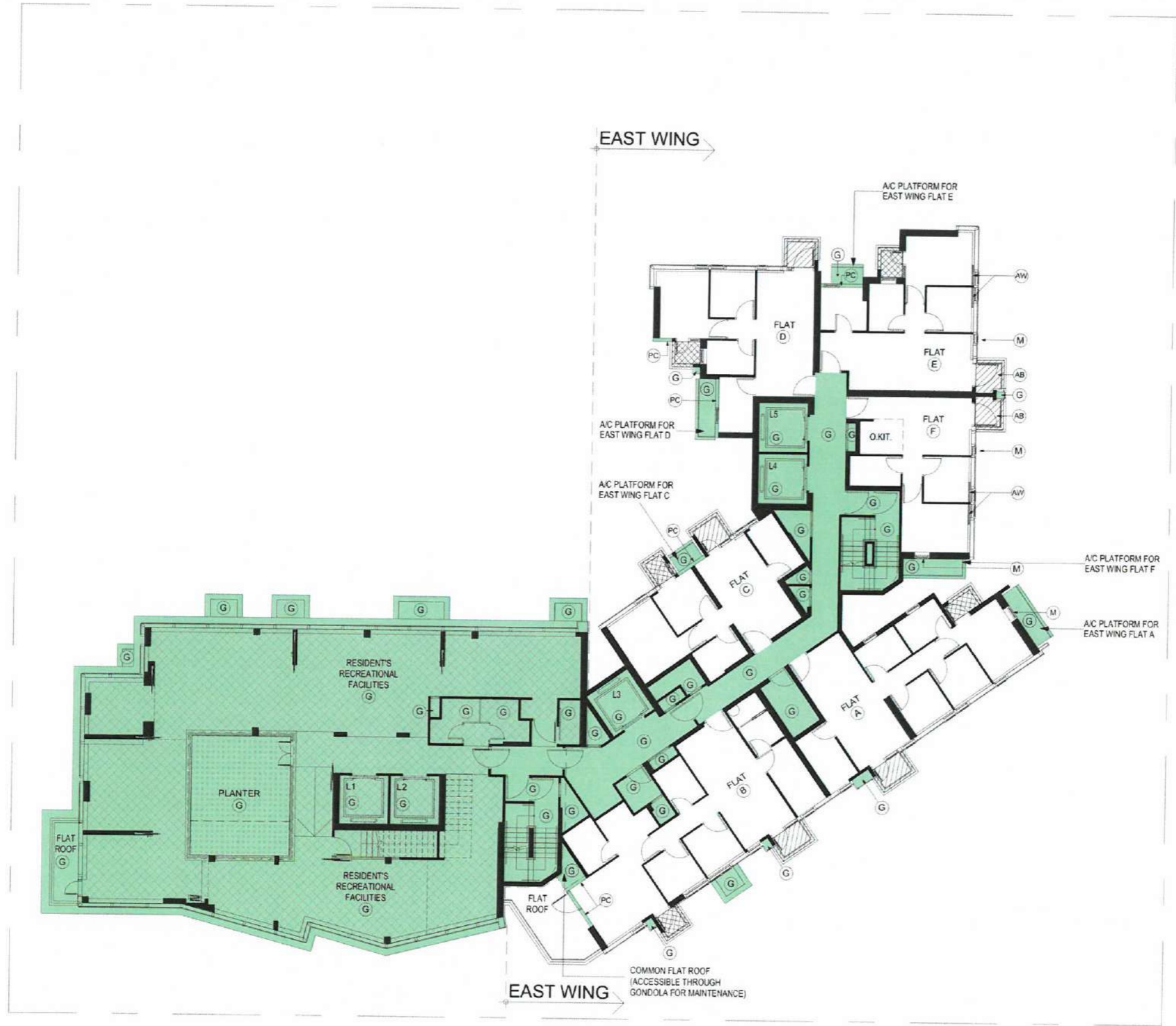
TYPICAL FLOOR PLAN (17/F - 23/F, 25/F - 33/F AND 35/F)

THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

PLAN NO. : DMC-08  
SCALE : N.T.S.  
DATE : 16 MAY 2022







**BLOCK PLAN** 1:1500

- GREEN - RESIDENTIAL COMMON AREAS AND FACILITIES
- HATCHED BLACK - BALCONIES
- CROSSED HATCHED BLACK - UTILITY PLATFORMS
- PC GREEN - NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
- GREEN CROSS-HATCHED BLACK - RECREATIONAL AREAS AND FACILITIES (CLUB HOUSE)
- GREEN STIPPLED BLACK - GREENERY AREA (RESIDENTIAL COMMON AREAS AND FACILITIES)
- M MAINTENANCE WINDOW
- AW ACOUSTIC WINDOW (BAFFLE TYPE)
- AB ACOUSTIC BALCONY

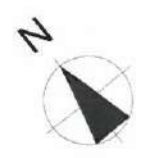
I HEREBY CERTIFY  
THE ACCURACY OF THIS PLAN  
**RONALD P.C. LIANG**

  
Dipl Tech(Arch) ARAIA RIBA HKIA AACA  
Authorized Person  
Registered Architect (HK)  
Chartered Architect (AUS)

Project  
DEVELOPMENT AT NKIL NO. 4178  
CHEUNG SHA WAN, KOWLOON

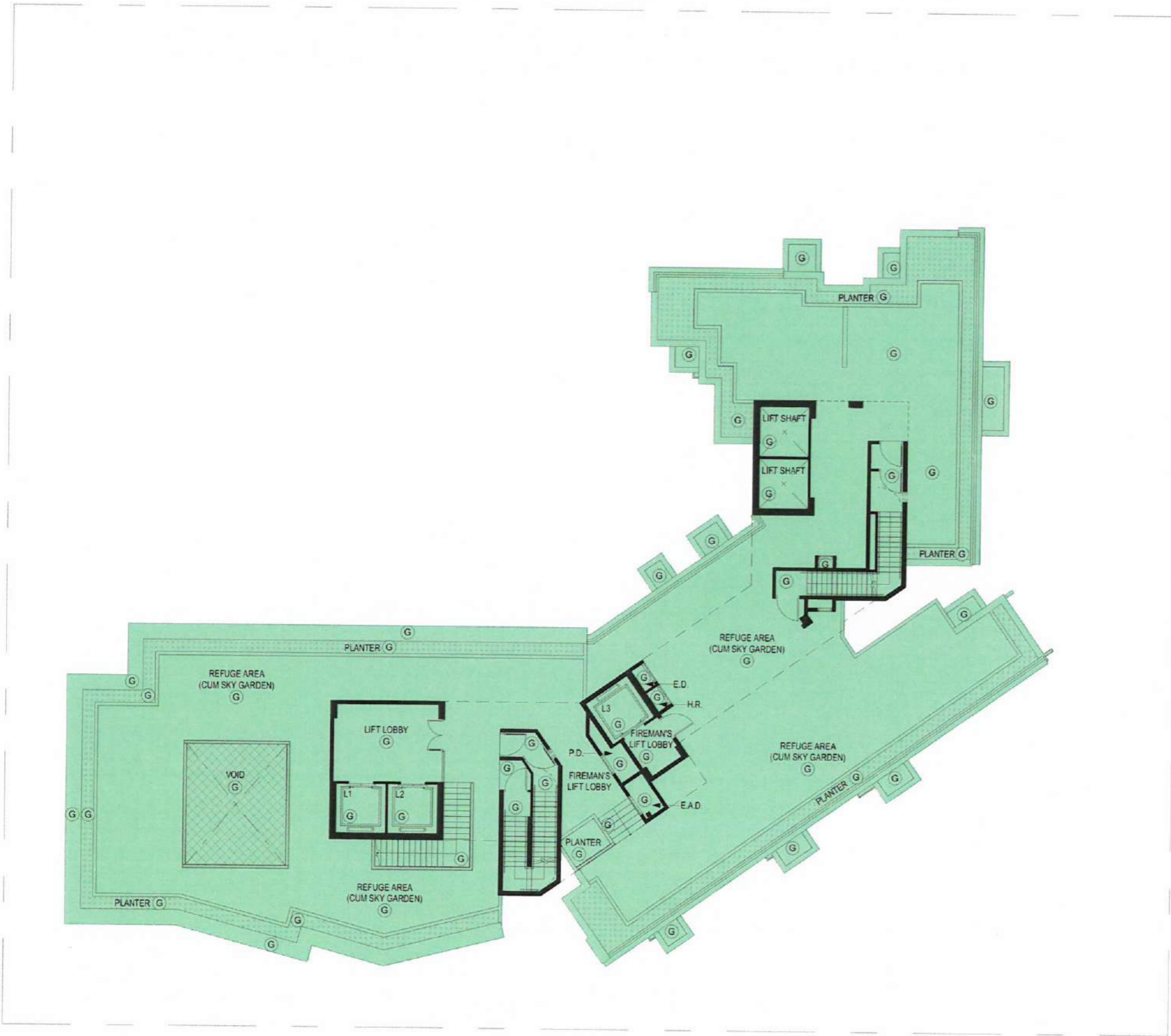
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**36/F FLOOR PLAN**  
THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

PLAN NO. : DMC-09  
SCALE : N.T.S.  
DATE : 16 MAY 2022



**BLOCK PLAN** 1:1500

- GREEN - RESIDENTIAL COMMON AREAS AND FACILITIES
- GREEN STIPPLED BLACK - GREENERY AREA (RESIDENTIAL COMMON AREAS AND FACILITIES)
- GREEN CROSS-HATCHED BLACK - RECREATIONAL AREAS AND FACILITIES (CLUB HOUSE)

**LEGEND:**  
E.A.D. : EXHAUST AIR DUCT

I HEREBY CERTIFY  
THE ACCURACY OF THIS PLAN  
**RONALD P.C. LIANG**

Dipl Tech(Arch) ARAIA RIBA HKIA AACA  
Authorized Person  
Registered Architect (HK)  
Chartered Architect (AUS)

**Project**  
DEVELOPMENT AT NKIL NO. 4178  
CHEUNG SHA WAN, KOWLOON

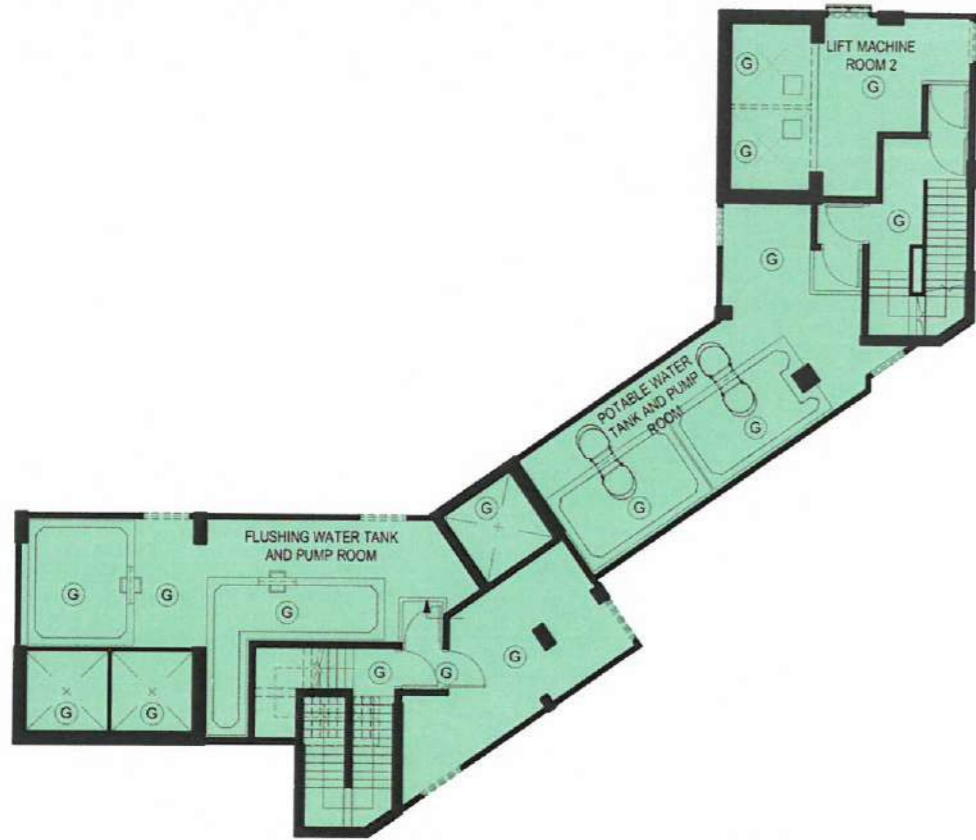
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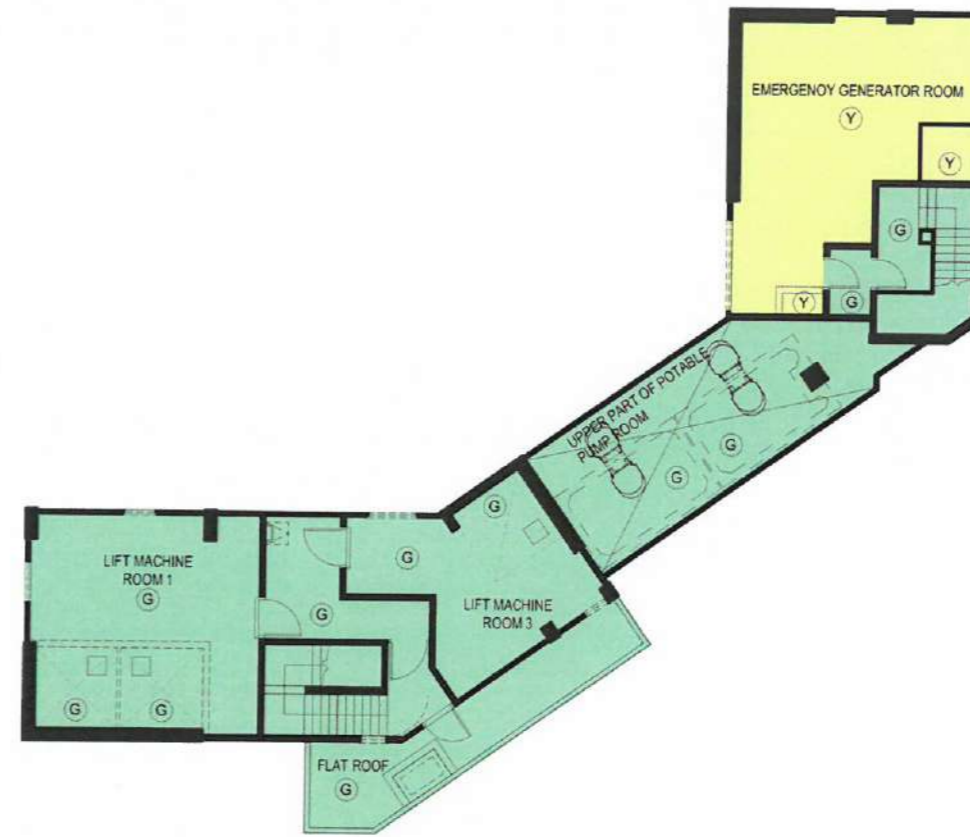


**MAIN ROOF PLAN**  
THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

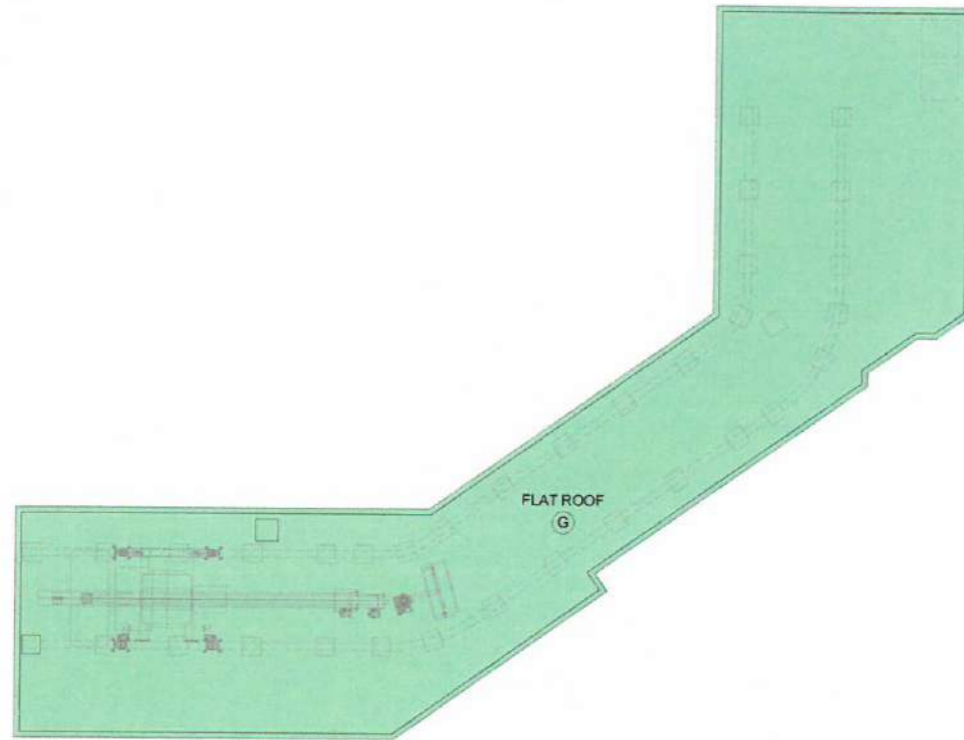
PLAN NO. : DMC-10  
SCALE : N.T.S.  
DATE : 16 MAY 2022



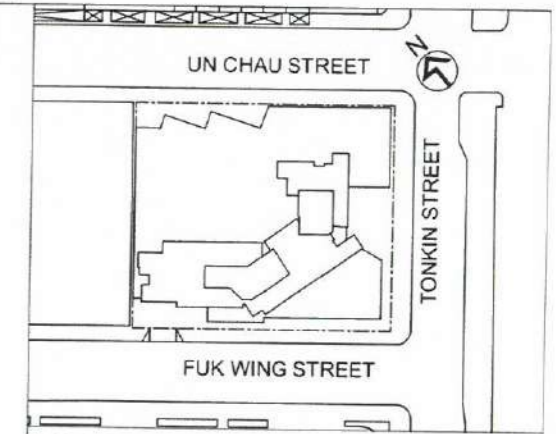
WATER TANK LEVEL PLAN



LIFT MACHINE LEVEL PLAN



TOP ROOF PLAN



BLOCK PLAN 1:1500

- GREEN - RESIDENTIAL COMMON AREAS AND FACILITIES
- YELLOW - ESTATE COMMON AREAS AND FACILITIES

I HEREBY CERTIFY  
THE ACCURACY OF THIS PLAN  
**RONALD P.C. LIANG**

Dipl Tech(Arch) ARAIA RIBA HKIA AACA  
Authorized Person  
Registered Architect (HK)  
Chartered Architect (AUS)

Project  
DEVELOPMENT AT NKIL NO. 4178  
CHEUNG SHA WAN, KOWLOON

**LWK  
+PARTNERS**

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九龍尖沙咀海港城環球金融中心北座15樓



**WATER TANK LEVEL PLAN, LIFT MACHINE LEVEL PLAN AND TOP ROOF PLAN**

THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

PLAN NO. : DMC-11  
SCALE : N.T.S.  
DATE : 16 MAY 2022



**BLOCK PLAN** 1:1500

- G** GREEN - RESIDENTIAL COMMON AREAS AND FACILITIES
- Y** YELLOW - ESTATE COMMON AREAS AND FACILITIES
- GY** GREY HATCHED BLACK - COMMERCIAL ACCOMMODATION

B.L.

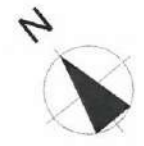
B.L.

5F  
+30.550  
  
T.P.  
+27.550  
  
3F (RRF)  
+21.550  
  
2F  
+16.550  
  
1F  
+11.550  
  
GF  
+5.500



VERTICAL GREEN

COVERED PLANTER



**ELEVATION A (FACING FUK WING STREET)**

THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

PLAN NO. : DMC-12  
SCALE : N.T.S.  
DATE : 16 MAY 2022

I HEREBY CERTIFY  
THE ACCURACY OF THIS PLAN  
**RONALD P.C. LIANG**

Dipl Tech(Arch) ARAIA RIBA HKIA AACA  
Authorized Person  
Registered Architect (HK)  
Chartered Architect (AUS)

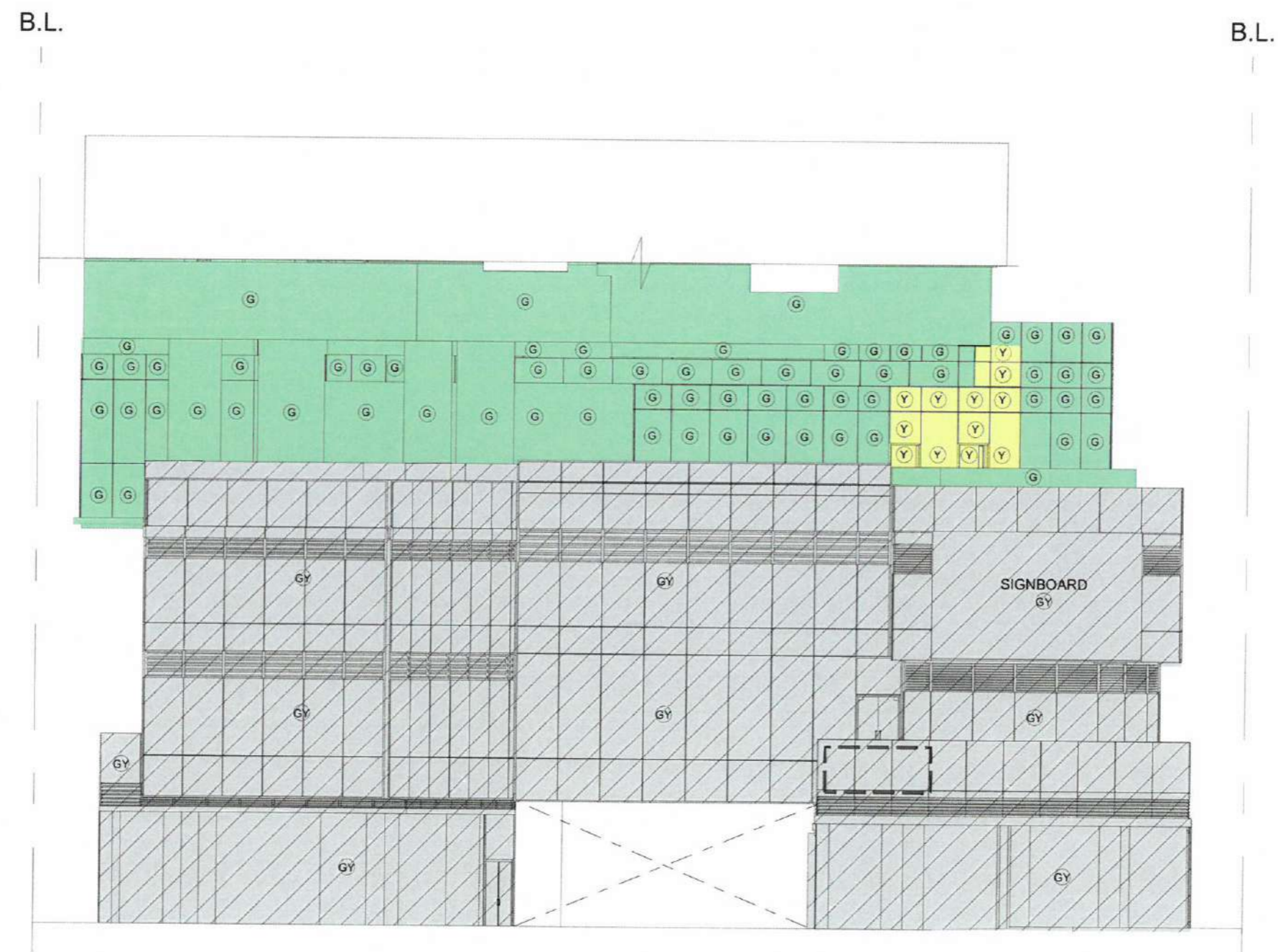
Project  
DEVELOPMENT AT NKIL NO. 4178  
CHEUNG SHA WAN, KOWLOON

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香港尖沙咀海港城環球金融中心北座15樓




**BLOCK PLAN** 1:1500

- G** GREEN - RESIDENTIAL COMMON AREAS AND FACILITIES
- Y** YELLOW - ESTATE COMMON AREAS AND FACILITIES
- GY** GREY HATCHED BLACK - COMMERCIAL ACCOMMODATION



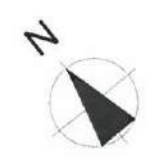
I HEREBY CERTIFY  
THE ACCURACY OF THIS PLAN  
**RONALD P.C. LIANG**



Dipl Tech(Arch) ARAIA RIBA HKIA AACA  
Authorized Person  
Registered Architect (HK)  
Chartered Architect (AUS)

Project  
**DEVELOPMENT AT NKIL NO. 4178  
CHEUNG SHA WAN, KOWLOON**

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**ELEVATION B (FACING TONKIN STREET)**  
THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.  
PLAN NO. : DMC-13  
SCALE : N.T.S.  
DATE : 16 MAY 2022



**BLOCK PLAN** 1:1500

- G** GREEN - RESIDENTIAL COMMON AREAS AND FACILITIES
- Y** YELLOW - ESTATE COMMON AREAS AND FACILITIES
- GY** GREY HATCHED BLACK - COMMERCIAL ACCOMMODATION

I HEREBY CERTIFY  
THE ACCURACY OF THIS PLAN  
**RONALD P.C. LIANG**

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Authorized Person  
Registered Architect (HK)  
Chartered Architect (AUS)

Project  
DEVELOPMENT AT NKIL NO. 4178  
CHEUNG SHA WAN, KOWLOON

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B.L.

B.L.

- 5F  
+30.550
- T.P.  
+27.550
- 3F (RRF)  
+21.550
- 2F  
+16.550
- 1F  
+11.550
- GF  
+5.500



**ELEVATION C (FACING UN CHAU STREET)**

THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

PLAN NO. : DMC-14  
SCALE : N.T.S.  
DATE : 16 MAY 2022

