

THIS DEED made the day of Two Thousand
and

BETWEEN:

- (1) TOP DOLLARS DEVELOPMENT LIMITED (大銀地產發展有限公司) whose registered office is situate at Room 402, 4th Floor, Tai Sang Bank Building, 130-132 Des Voeux Road Central, Hong Kong (hereinafter called "the Registered Owner" which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) [] whose registered office is situate at [] Hong Kong (hereinafter called "the DMC Manager") of the second part;
- (3) [] (hereinafter called "the Covenantee Owner" which expression shall where the context so admits include his executors, administrators and assigns and in the case of a corporation its successors and assigns) of the third part;
- [(4) HANG SENG BANK LIMITED whose registered office is situate at No.83 Des Voeux Road Central, Hong Kong (hereinafter called the "Mortgagee" which expression shall where the context so admits include its successors and assigns) of the fourth part.]

WHEREAS :

- (1) Immediately prior to the assignment to the Covenantee Owner of the premises hereinafter referred to, the Registered Owner was the registered owner of, and was in exclusive possession of ALL THAT piece or parcel of ground registered in the Land Registry as NEW KOWLOON INLAND LOT NO.6419 (hereinafter referred to as "the Land") HELD from the Government hereinafter defined for the residue of the term of years and upon such terms and conditions contained in the Government Grant particulars whereof are as set out in the First Schedule hereto [SUBJECT to a Debenture dated the 8th day of November 2010 and registered in the Land Registry by Memorial No.10111503070075 as supplemented by a Supplement to Debenture dated the 9th day of April 2013 and registered in the Land Registry by Memorial No.13042602930162 and shall include any subsequent supplement(s) thereto ("the Building Mortgage")].
- (2) The Registered Owner has erected on the Land the Estate and has obtained the Occupation Permit from the Building Authority.
- (3) For the purpose of sale, the Land and the Estate have been notionally divided

into 7800 equal undivided parts or shares which are more particularly set out in the Second Schedule hereto.

(4) For the purpose of fixing and determining the amount to be contributed by each Owner to the management expenses of the Estate, Management Shares shall be allocated to the part or parts of the Estate in the manner as are more particularly provided in the Third Schedule hereto.

[(5) By a Partial Release/Reassignment dated [*] All Those [*] equal undivided 7800 parts or shares of and in the Land and the Estate Together with the full and exclusive right and privilege to hold use occupy and enjoy All That [*] of the Estate ("the said premises") was released/reassigned to the Registered Owner freed and absolutely discharged and released from the Building Mortgage.]

(6) By an Assignment bearing even date herewith and made between the Registered Owner of the one part and the Covenanting Owner of the other part, the Registered Owner assigned unto the Covenanting Owner the said premises.

(7) The parties hereto have agreed to enter into these presents to provide for the proper management, operation, servicing, maintenance, repair, decoration, renovation, improvement and insurance of the Land and the Estate and for the purposes of defining and regulating the rights interests and obligations of themselves and all subsequent owners in respect of the Land and the Estate.

(8) The Director of Lands has given his approval to the terms of this Deed.

NOW THIS DEED WITNESSETH as follows:

SECTION I

DEFINITIONS

In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits:

"Authorized Person"	Mr. Thomas Kam of CYS Associates (Hong Kong) Limited, an architect listed in the authorized persons' register maintained by the Building Authority under Section 3(1) of the Buildings Ordinance, and this expression shall include any other authorized person or persons as defined in Section 2(1) of the Buildings Ordinance for the time being appointed by the Registered Owner in his place.
"Block 1"	The block of 4 storey building in the Estate namely Block 1 constructed on part of the Land in accordance with the Plans.
"Block 1 Management Budget"	The annual budget for Block 1 prepared by the Manager in accordance with Clause 4(iii) of Subsection D of Section VI of this Deed.
"Block 1 Management Expenses"	All costs, expenses and charges reasonably and necessarily incurred or to be incurred for the management of Block 1 including the Manager's Remuneration.
"Block 2"	The block of 8 storey building in the Estate namely Block 2 constructed on part of the Land in accordance with the Plans.
"Block 2 Management Budget"	The annual budget for Block 2 prepared by the Manager in accordance with Clause 4(iv) of Subsection D of Section VI of this Deed.
"Block 2 Management Expenses"	All costs, expenses and charges reasonably and necessarily incurred or to be incurred for the management of Block 2 including Manager's Remuneration.
"Block 3"	The block of 3 storey building in the Estate namely Block 3 constructed on part of the Land in accordance with the Plans.
"Block 3 Management Budget"	The annual budget for Block 3 prepared by the Manager in accordance with Clause 4(v) of Subsection D of Section VI of this Deed.
"Block 3 Management Expenses"	All costs, expenses and charges reasonably and necessarily incurred or to be incurred for the management of Block 3 including Manager's Remuneration.

"Car Park"	The car park areas on the B4/F, B3/F, B2/F, B1/F, G/F of the Land and the Estate provided for the parking of licensed private cars and motorcycle spaces as shown on the approved car park layout plans under Special Condition No.(29) of the Government Grant.
"Car Park Common Areas"	The whole of the Car Park which is constructed or to be constructed for parking purposes in accordance with the Plans and the Government Grant except the Parking Spaces designated on the approved car park layout plan and which include, without limiting the generality of the foregoing, the Car Park ventilation and pipe duct room, smoke vents for car park area, the landings and manoeuvring and circulation areas, the car ramp, the driveways, ramps, void and circulation passages. For the purpose of identification, the Car Park Common Areas are shown coloured Orange on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.
"Car Park Common Facilities"	All those installations and facilities in the Car Park Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Parking Spaces and not for the exclusive use or benefit of any individual Parking Space or the Estate as a whole and, without limiting the generality of the foregoing, including drains, manhole, channels, water mains (if any), water tanks, sewers, gutters, watercourses, cables, wells (if any), pipes, wires, fresh water intakes (if any) and mains, fire fighting or security equipment and facilities, control gate, pumps, switches, meters, lights, ventilation air duct, air duct, fan, charger, signage, ventilation, water point for washing car and plant room and other apparatus and equipment and facilities.
"Car Park Management Budget"	The annual budget for Car Park prepared by the Manager in accordance with Clause 4(vi) of Subsection D of Section VI of this Deed.
"Car Park Management Expenses"	All costs, expenses and charges reasonably and necessarily incurred or to be incurred for the management of Car Park including Manager's Remuneration.
"Car Parking Space"	Parking space(s) in the Car Park provided for the parking of licensed motor vehicles referred to in Special Condition No.(26)(a)(i) of the Government Grant as shown on the approved car park layout plan.
"Chairman"	The chairman of the Owners' Committee appointed in accordance with the provisions hereof from time to time.

"Club House"	The building or such part of the Estate for recreational purposes together with all facilities, equipment and installations therein for the common use and enjoyment of the residents for the time being of the Estate and their bona fide visitors.
"Club Rules"	The rules and regulations set down by the Manager (with the approval of the Owners' Committee, if and when is formed) from time to time with specific application to the use and enjoyment of the Club House.
"Common Areas"	All of the Estate Common Areas, Residential Common Areas, Car Park Common Areas and other common access to be designated in the sub-deed(s) (if any).
"Common Facilities"	All of the Estate Common Facilities, Residential Common Facilities and Car Park Common Facilities.
"Estate"	The whole of the development now erected on the Land and now known as "TRIAZZA (翠雅山)" comprising, inter alia, 3 residential blocks of buildings namely Blocks 1, 2 and 3 and the Common Areas.
"Estate Common Areas"	All those areas or parts of the Land and the Estate the right to the use of which is designated for the common use and benefit of the Owners and occupiers of the Units and is not given by this Deed or otherwise to the Registered Owner or the Owner of any individual Unit and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing loading and unloading spaces, guard room, Owners' Corporation Office, caretaker's office, caretaker's quarters, walkways, meter room, fuel tank room, Transformer Rooms, refuse storage and material recovery chamber, external walls (excluding the external walls of the Residential Units), parapet-walls, lifts and entrance lobby, lobby, lift lobby, wider common corridors and lift lobbies, landscaped areas, greenery areas (other than those forming part of a Unit or of the Residential Common Areas), roads, footpaths, lawn, taxi lay-by, loading bay, corridor, general lay-by, stairs, passageways, entrances, driveways, open spaces, ramps, the spaces for the picking up and setting down of passengers, pump rooms, switch rooms, fire services inlet and sprinkler inlet, fire services water tank and pump room, gas inlet, water meter room, sprinkler water tank, sprinkler pump room, sprinkler valve room, emergency generator room, architectural features, cable duct, generator room, fan rooms (if any), fire services control room with sprinkler valve, lift shafts and lift machine rooms, flat roofs (which do not form part of any Residential Units), roofs (which do not form part of any Residential Units), the Slopes and Retaining Walls which are located within the Land (if any), electrical rooms, fire service pump rooms, services ducts and planters, pipe

duct room, areas for installation or use of aerial broadcast distribution or telecommunications network facilities, all plant rooms, plumbing & drainage plant room, water meter master room, refuse room, electrical low voltage room, electrical low voltage pipe ducts, gas meter room, telecommunication's and broadcasting room, drainage pump room, vehicular access, drainage water tank, landscape and pavement, lift pits, smoke vents, pipe ducts, air ducts, vent ducts, smoke vent outlets, water meter check cabinet, smoke vent cover, unexcavated area, hatch door, inaccessible void, natural vent ducts, water meter cabinets, natural vents, sewerage holding up tank, air duct room, emergency vehicular access, ventilation room, electrical meter room, void and such areas within the meaning of "common parts" as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Car Park Common Areas and the Residential Common Areas. For the purpose of identification, the Estate Common Areas are shown coloured Yellow and Yellow Hatched Red on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.

"Estate
Common
Facilities"

All those installations and facilities in the Estate Common Areas used in common by or installed for the common benefit of all the Units as part of the amenities thereof and not for the exclusive benefit of any individual Unit and, without limiting the generality of the foregoing, including fence walls, drains, manhole, channels, water mains, sewers, gutters, watercourses (if any), cables, cable accommodations (including, without limitation, cable troughs, draw-pits and cable ducts), wells (if any), pipes, wires, flushing and fresh water intakes and mains, fire fighting or security equipment and facilities, pumps, switches, meters, lights, sanitary fittings, communal aerials, telecommunications network facilities, air duct, fan, signage, ventilation, water points and other apparatus equipment and facilities.

"Fitting Out Rules"

The rules as set out in the Fifth Schedule to regulate the fitting out, decoration and alteration of the Units as amended from time to time in accordance with the Government Grant and pursuant to these presents.

"General Residential
Management
Budget"

The annual budget for the General Residential Common Areas and the General Residential Common Facilities prepared by the Manager in accordance with Clause 4(ii) of Subsection D of Section VI of this Deed.

"General Residential
Management
Expenses"

All costs, expenses and charges reasonably and necessarily incurred or to be incurred for the management of the General Residential Common Areas and the General Residential Common Facilities

including Manager's Remuneration.

"General
Residential
Common Areas"

All those areas or parts of the Land and the Estate the right to the use of which is designated for the common use and benefit of the Owners and occupiers of Residential Units of Blocks 1, 2 and 3, and is not given by this Deed or otherwise to the Registered Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned and which, without limiting the generality of the foregoing, include Visitors' Parking Spaces, Recreational Facilities, external walls of the Residential Units, filtration plant room, sitting areas, sunshades, planters, fan room, smoke extraction plant rooms, refuse room and electrical low voltage pipe ducts. For the purpose of identification, the General Residential Common Areas are shown coloured Indigo on the plans certified as to their accuracy by and on behalf of the Authorized Person annexed hereto.

"General
Residential
Common Facilities"

All those installations and facilities in the General Residential Common Areas used in common by or installed for the common benefit of all the Residential Units in Blocks 1, 2 and 3, and not for the exclusive use or benefit of any individual Unit or the Estate as a whole and which, without limiting the generality of the foregoing, include fence walls, drains, manhole, channels, water mains, sewers, gutters, watercourses (if any), cables, cable accommodations (including, without limitation, recreational and other facilities in the Recreational Facilities, cable troughs, draw-pits and cable ducts), satellite dishes or ancillary equipment (if any), wells (if any), pipes, wires, flushing and fresh water intakes and mains, fire fighting or security equipment and facilities, pumps, switches, meters, lights, sanitary fittings, communal aerials, telecommunications network facilities, air duct, fan, signage, ventilation, water points and other apparatus equipment and facilities.

"Government"

The Government of The Hong Kong Special Administrative Region for the time being entrusted with the rule and administration of The Hong Kong Special Administrative Region including any government department(s) and/or any other persons acting with the authority of the Government of The Hong Kong Special Administrative Region.

"Government
Grant"

The Government Lease of the Land more particularly described in the First Schedule hereto as modified by any subsequent variations or modifications thereof (if any) as approved by the Director of Lands.

"Hong Kong"

The Hong Kong Special Administrative Region.

"House Rules"

The rules which have been or may be made in accordance with the

Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) and pursuant to these presents by the Manager relating to the use, operation and maintenance of the Estate from time to time.

"maintain"	Operate, service, repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, empty, amend, replace, renovate, improve and decorate or any of such of the foregoing as may be applicable in the circumstances and are in the interest of good estate management.
"management"	All duties and obligations to be performed and observed by the Manager pursuant to the provisions of this Deed.
"Management Budget"	The annual budget prepared by the Manager in accordance with Subsection D of Section VI of this Deed.
"management expenditure" or "management expenses"	All costs, expenses and charges reasonably and necessarily incurred or to be incurred for the management of the Land and the Estate, including the Manager's Remuneration.
"management fund"	All monies received, recovered or held by the Manager pursuant to this Deed except only the Manager's Remuneration and the Special Fund.
"Management Shares"	The shares allocated or to be allocated to the Units of the Estate as set out in the Third Schedule hereto for the purpose of determining the due proportion of the management expenses payable by each Owner.
"Manager"	The DMC Manager or any other manager for the time being appointed under the provisions in these presents to manage the Land and the Estate pursuant to the provisions of this Deed.
"Manager's Remuneration"	The remuneration payable to the Manager pursuant to the provisions of this Deed.
"Motor Cycle Parking Spaces"	The spaces for the parking of licensed motor cycles situated in the Car Park referred to in Special Condition No.(26)(a)(ii) of the Government Grant.
"Non-enclosed Areas"	All those balconies and the covered areas beneath the balconies and utility platforms and the covered areas underneath the utility platforms of the Residential Units. Covenants and provisions in respect thereof are contained in Clause 7 of Sub-section B of Section V of this Deed.

"Noise Mitigation Measures"	The noise mitigation measures mentioned in the TNIA, including the barriers, vertical fins, balconies, fixed windows and double-glazed windows as shown in the Plans.
"Occupation Permit"	An Occupation Permit (including a temporary Occupation Permit) relating to the Estate issued by the Building Authority.
"Owner or Owners"	The person or persons who for the time being appear(s) from the records at the Land Registry to be the owner(s) of the undivided share(s) and shall include the registered mortgagee (as defined in the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong)) in possession of the undivided share(s).
"Owners' Committee"	The Owners' Committee formed under the provisions of this Deed.
"Owners' Corporation"	The Owners' Corporation of the Estate incorporated under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong).
"Parking Spaces"	Collectively the Car Parking Spaces and the Motor Cycle Parking Spaces and "Parking Space" shall mean either a Car Parking Space or a Motor Cycle Parking Space.
"person"	A natural person, a legal person, a body corporate or unincorporated.
"Plans"	The plans for the development of the Land approved by the Building Authority under Reference No.BD Ref No.2/4001/01 including any approved amendments thereto as from time to time.
"Recreational Facilities"	All recreational facilities including, but not limited to the Club House with swimming pool, pool deck, gymnasium, table tennis room, games room, male sauna, female sauna, male changing room, female changing room, male lavatory, female lavatory, pantry and other areas or facilities provided within the Estate in accordance with Special Condition No.(14) of the Government Grant for use by the residents of the Residential Units and their bona fide visitors for recreational purposes.
"Residential Common Areas"	Collectively the General Residential Common Areas, the Residential Common Areas for Block 1, the Residential Common Areas for Block 2 and the Residential Common Areas for Block 3.
"Residential Common Areas for Block 1"	All those areas or parts of the Land and the Estate the right to the use of which is designated for common use and benefit of the Owners and occupiers of Residential Units of Block 1 and is not given by this

Deed or otherwise to the Registered Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned and which, without limiting the generality of the foregoing, include parapet-walls, canopies, mail boxes, residential lift lobbies, fire services water tank and pump room for Block 1, architectural features, cover of balcony, lobby, lift shafts, staircases, water meter cabinets, telephone ducts, electrical rooms, air-conditioner platforms, lift pit, refuse rooms, lift machine room and spaces for air-conditioner. For the purpose of identification, the Residential Common Areas for Block 1 are shown coloured Red on the plans certified as to their accuracy by and on behalf of the Authorized Person annexed hereto.

"Residential
Common Areas
for Block 2"

All those areas or parts of the Land and the Estate the right to the use of which is designated for common use and benefit of the Owners and occupiers of Residential Units of Block 2 and is not given by this Deed or otherwise to the Registered Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned and which, without limiting the generality of the foregoing, include parapet-walls, canopies, mail boxes, wider common corridors and lift lobbies, corridor, architectural features, cover of balcony, flat roof, residential lift lobbies on 1/F, 2/F and 3/F only, staircases, water meter cabinets, refuse rooms, electrical rooms, electrical cabinet, pipe ducts, air-conditioner platforms, electrical low voltage pipe ducts and hose reel for 1/F to 3/F only. For the purpose of identification, the Residential Common Areas of Block 2 are shown coloured Blue and Blue Hatched Red on the plans certified as to their accuracy by and on behalf of the Authorized Person annexed hereto.

"Residential
Common Areas
for Block 3"

All those areas or parts of the Land and the Estate the right to the use of which is designated for the common use and benefit of the Owners and occupiers of Residential Units of Block 3 and is not given by this Deed or otherwise to the Registered Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned and which, without limiting the generality of the foregoing, include parapet-walls, canopies, wider common corridors and lift lobbies, fire services water tank and pump room for Block 3, architectural features, cover of balcony, lift shafts, staircases, water meter cabinets, electrical low voltage rooms, electrical rooms, air-conditioner platforms, lift pit, residential lift lobbies, refuse rooms, hose reel, lift machine room and pipe ducts. For the purpose of identification, the Residential Common Areas for Block 3 are shown coloured Pink and Pink Hatched Red on the plans certified as to their accuracy by and on behalf of the Authorized Person annexed hereto.

"Residential
Common Facilities"

Collectively the General Residential Common Facilities, the Residential Common Facilities for Block 1, the Residential Common

Facilities for Block 2 and the Residential Common Facilities for Block 3.

"Residential
Common
Facilities
for Block 1"

All those installations and facilities in the Residential Common Areas for Block 1 used in common by or installed for the common benefit of all the Residential Units in Block 1 and not for the exclusive use or benefit of any individual Unit or the Estate as a whole and which, without limiting the generality of the foregoing, include lift, drains, switches, meters, pipes, pumps, wires, cables, lights, installations and facilities in the lift machine rooms, fire fighting or security equipment and facilities, air ducts, fan, signage, ventilation, tele-com facilities and other service facilities apparatus whether ducted or otherwise.

"Residential
Common
Facilities
for Block 2"

All those installations and facilities in the Residential Common Areas for Block 2 used in common by or installed for the common benefit of all the Residential Units in Block 2 and not for the exclusive use or benefit of any individual Unit or the Estate as a whole and which, without limiting the generality of the foregoing, include drains, switches, meters, pipes, pumps, wires, cables, lights, antennae, lifts, fire fighting or security equipment and facilities, air ducts, fan, signage, ventilation, tele-com facilities and other service facilities apparatus whether ducted or otherwise.

"Residential
Common
Facilities
for Block 3"

All those installations and facilities in the Residential Common Areas for Block 3 used in common by or installed for the common benefit of all the Residential Units in Block 3 and not for the exclusive use or benefit of any individual Unit or the Estate as a whole and which, without limiting the generality of the foregoing, include lift, drains, switches, meters, pipes, pumps, wires, cables, lights, installations and facilities in the lift machine rooms, fire fighting or security equipment and facilities, air ducts, fan, signage, ventilation, tele-com facilities and other service facilities apparatus whether ducted or otherwise.

"Residential Unit"

A flat within the Estate designated for residential use and to which equal undivided shares in the Land and the Estate have been or may be allocated.

"Slopes and
Retaining Walls"

Such slopes, slope treatment works, retaining walls, metal fence, fencing and/or other structures within or outside the Land including, in particular and without limitation, the Green Hatched Black Area referred to in Special Condition No. (33) of the Government Grant which are required to be maintained by the Owners under the Government Grant and which are shown and coloured Green Hatched Black and Blue Cross-hatched Black on the slope plan certified by

the Authorized Person as to the inclusion of all the Slopes and Retaining Walls and annexed hereto.

"Special Fund"	A fund or funds to be established by the Manager as trustee for all Owners for payment of expenses of a capital nature or of a kind not expected to be incurred annually and shall include, but is not limited to expenses for the renovation, improvement and repair of the Common Areas and the Common Facilities, the purchase, setting up, addition, establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within the Common Areas and Common Facilities and the costs of the relevant investigation works and professional services. The six several sub-categories of the Special Fund which are established pursuant to Clauses D9(a), (b), (c), (d), (e) and (f) of Section VI shall be construed in their respective context accordingly throughout this Deed and the term "Special Fund" wherever appeared in this Deed, unless otherwise re-defined or except where the context otherwise requires or permits shall mean collectively the aforesaid six several sub-categories of the Special Fund as a whole.
"TNIA"	The Road Traffic Noise Impact Assessment Report approved by the Director of Environmental Protection, a copy of which is annexed hereto as an Appendix.
"Transformer Rooms"	All transformer rooms within the Land including ventilation systems, building services, main walls, cable entry facilities, structures for cable ducts/troughs/raisers/draw pits, transformer, cables and meter boards serving the transformer rooms.
"undivided share or shares"	Any equal undivided share(s) of and in the Land and the Estate.
"Unit"	A portion in the Estate (other than the Common Areas and the Common Facilities) to which equal undivided shares in the Land and the Estate have been allocated being either a Residential Unit or a Parking Space and shall have the same definition as "flat" under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong).
"Visitors' Parking Spaces"	The spaces for the parking of licensed motor vehicles referred to in Special Condition No.(26)(b) of the Government Grant.
"Works and Installations"	The major works and installations in the Estate which require regular maintenance on a recurrent basis, a schedule of which as at the date hereof is included in the Fourth Schedule to this Deed.

SECTION II

EXCLUSIVE RIGHTS OF REGISTERED OWNER AND COVENANTING OWNER

1. The Registered 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 Covenanting Owner the whole of the Land and the Estate together with the appurtenances thereto and the entire rents and profits thereof save and except All That [] of the Estate and save and except the Common Areas and the Common Facilities.
2. The Covenanting Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Registered Owner All That [] of the Estate together with the appurtenances thereto and the entire rents and profits thereof.
3. Subject to Section VIII hereof, the respective grants hereinbefore contained shall in each case be for the residue of the term of years set out in the First Schedule hereto.
4. Each undivided share of and in the Land and the Estate together with the sole and exclusive right and privilege to hold use occupy and enjoy any part of the Estate shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the easements rights privileges and obligations contained herein.
5. The Owners shall at all times hereafter be bound by and shall observe and perform the covenants provisions and restrictions set out in the Government Grant and this Deed and the benefit and burden thereof shall be annexed to every part of the Land and the Estate and the undivided share or shares held therewith. The Conveyancing and Property Ordinance (Cap.219) and any statutory amendments modifications or re-enactments thereof for the time being in force shall apply to these presents.
6. Subject to the provisions of the Government Grant, every Owner for the time being of any undivided share shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other undivided share or shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell assign mortgage lease licence or otherwise dispose of or deal with his undivided share or interest in the Land and the Estate together with the exclusive right and privilege to hold use occupy and enjoy such part or parts of the Estate which may be held therewith but any such sale assignment mortgage lease licence or other disposal shall be expressly subject to and with the benefit of this Deed.
7. (a) The right to the exclusive use occupation and enjoyment of any part of the Land or the Estate 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 that the provisions of this Clause shall not extend to

leases or tenancies the terms of which shall not exceed ten years (including any renewal thereof) at any one time.

- (b) The right to the exclusive use occupation and enjoyment of any balconies, utility platforms, flat roofs, terrace, and gardens (if any) shall not be sold assigned mortgaged charged leased or otherwise dealt with separately from the Residential Unit with which the balconies, utility platforms, flat roofs, terrace and gardens (if any) are held.

8. Each and every Owner covenants with the Registered Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the Registered Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Estate and any interest therein that the Registered Owner shall for as long as it remains the beneficial owner of any undivided share of and in the Land and the Estate have the right at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto the Registered Owner without the concurrence or approval of any other Owner, the Manager or any other person interested in the Land and the Estate except otherwise provided in the following sub-clauses:

- (a) The right to enter into a sub-deed or sub-deeds of mutual covenant in respect of any part or parts of the Land and the Estate owned by the Registered Owner Provided that such sub-deed or sub-deeds of mutual covenant shall not conflict with the provisions of the Government Grant or this Deed or any other sub-deed of mutual covenant Provided Further That such sub-deed or sub-deeds of mutual covenant shall require the approval of the Director of Lands but where the Director of Lands is satisfied upon submission of the sub-deed or sub-deeds of mutual covenant that the sub-deed or sub-deeds of mutual covenant relate(s) only to the internal sub-division of a Unit and by the sub-deed or sub-deeds of mutual covenant there will be no alteration to the Common Areas created under this Deed or liability for management or other expenses under this Deed, the Director of Lands may in its absolute discretion waive the requirement of approval of such sub-deed or sub-deeds of mutual covenant.
- (b) The exclusive, full and unrestricted right and privilege from time to time to designate and/or re-designate the floor numbering, block numbering (in so long as the block in question is wholly owned by the Registered Owner), unit numbering and house numbering of any part of the Estate vested in the Registered Owner Provided that the floor numbering shall conform to the numbering system as specified in Practice Note No. ADV-3 issued by the Building Authority or otherwise be as shown on the building plans approved by the Building Authority And Provided Further that such right shall not cause any inconvenience, disturbance, interference, damage or loss to any other parts of the Estate and the Owners thereof.

- (c) The full right and power to designate and declare by deed or in writing any area or part or parts of the Land or the Estate the sole and exclusive right to hold, use, occupy and enjoy of which and to receive the rents and profits therefrom is for the time being owned by the Registered Owner to be additional Residential Common Areas or Estate Common Areas or Car Park Common Areas whereupon with effect from such designation or declaration such area or part or parts shall form part of the relevant type of Common Areas as hereinbefore defined and the Owners or relevant Owners shall contribute to the maintenance and upkeep of the same as if they were part of the relevant type of Common Areas Provided that
- (i) such designation are for the benefit of all Owners and the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained;
 - (ii) the exercise of the rights of the Registered Owner under this sub-clause (c) shall not in any way interfere with any other Owner's exclusive right to hold, use, occupy and enjoy the Unit which such other Owner owns and his rights and interests under this Deed in respect of such Unit and shall not restrict or impede such other Owner's right of access to and from the Unit which such other Owner owns;
 - (iii) such designation shall be irrevocable and permanent and there shall be no redesignation; and
 - (iv) all the undivided shares allocated to the additional Common Areas shall be assigned to and vested in the Manager in accordance with the provisions of this Deed by a separate deed.
- (d) The right to change, amend, vary, add to or alter the building plans in respect of such part of the Estate owned by the Registered Owner without the concurrence or approval of any Owner or the Manager or any of the parties hereto and PROVIDED THAT any such change, amendment, variation, addition or alteration shall not unreasonably interfere with an Owner's exclusive right to hold, use and occupy the Unit which such Owner owns or unreasonably impede or restrict the access to and from any such Unit but nothing herein shall absolve the Registered Owner from the requirement of obtaining any necessary written consent of the Government.
- (e) Subject to the terms in the Government Grant, the right to affix, erect, maintain, alter, repair, service, replace, renew, improve and remove any one or more chimneys, flues, pipes, pumps, tanks, trunking, conduits, cables, signs, advertisements (illuminated or otherwise), masts, plant, machinery, equipment, lightning conductors and lighting fixtures, systems for broadcast

transmission and reception, information distribution and communication, including but without limitation to satellite master antennae system, communal aerial broadcast and distribution systems, microwave distribution systems, cable and wireless communications systems, telecommunications transmission, reception and transponder systems, aerials, dishes, antennae, transmitters, transponders, receivers, tuners, lighting conductors, lighting and the ancillary equipment and connections thereto and other fixtures or structures of whatsoever kind on any part or parts of the Common Areas and Common Facilities PROVIDED THAT written approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed shall first be obtained PROVIDED ALWAYS THAT any such fixtures, structures, erections, equipment, machine and systems shall not unreasonably interfere with the use and enjoyment by other Owners of the parts of the Estate owned by them and PROVIDED THAT any consideration received as a result of the exercise of such rights shall be credited to the Special Fund and PROVIDED FURTHER THAT the Registered Owner shall cause as little disturbance as reasonably practicable when carrying out the works conferred hereunder and make good all loss and damage caused thereby as soon as practicable.

- (f) Subject to the prior written approval of the Owners' Committee and the approval of any Government authority concerned (if necessary), the right to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Common Areas and Common Facilities or partly within the Common Areas and Common Facilities and adjoining land to supply utilities services to the Common Areas and Common Facilities and to grant licence or otherwise permit or grant the right so to do any of the aforesaid to any person on such terms and conditions as may be approved by the Owners' Committee PROVIDED THAT this sub-clause shall not inhibit the right of the Registered Owner to complete the Estate in accordance with the building plans and shall not contravene the provisions of the Government Grant PROVIDED ALSO THAT the exercise of the aforesaid rights shall not unreasonably interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns and any payment received shall be credited to the Special Fund.
- (g) Subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed), the right and privilege without the necessity of joining in any other Owner to surrender or assign or part with possession of any part or parts of the Land and/or the Estate owned by the Registered Owner and has not been assigned to an Owner and which is required to be surrendered or assigned to the Government PROVIDED THAT any benefit, concession or monetary compensation acquired in connection therewith shall be paid into the Special Fund.

- (h) Subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed), the right at its own cost and expense to apply to, negotiate and agree with the Government with a view to amending, varying or modifying the Government Grant (including any plans annexed thereto) or any conditions thereof or to procure a licence or easement from the Government for installing on government land pipes, sewers, subways or other facilities whether serving exclusively the Land and/or the Estate or any part thereof in such manner as may be approved by the Owners' Committee or the Owners' Corporation (if formed) and to execute any documents in the name of the Registered Owner in connection therewith without the necessity of joining in any other Owner and any such amendment or variation or modification or licence or easement shall be binding on the Owners PROVIDED THAT the exercise of this right shall not interfere with an Owner's right and privilege to hold, use and enjoy his Unit or unreasonably impede or restrict the access to or from any such part of the Estate AND PROVIDED FURTHER THAT the Registered Owner shall be fully responsible to the exclusion of other Owners for any relevant premium or premia (if any) payable to the Government including administrative fees unless such amendment, variation or modification of the Government Grant is required by the Government or at the request or for the benefit of all the Owners of the Estate and the reservation of the right by the Registered Owner to execute modification documents affecting the Land shall be included in all first assignments to the purchasers.
- (i) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if formed), the right to dedicate to the public any part or parts of the Land and the Estate for the purposes of passage with or without vehicles or in such manner as may be approved by the Owners' Committee or the Owners' Corporation (if formed) PROVIDED THAT no approval of any Owner or any of the parties hereto shall be required if such dedication is made pursuant to or is otherwise required under the Government Grant and PROVIDED THAT in making such dedication the Registered Owner shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict his access to and from any part of such Unit and PROVIDED FURTHER THAT any monetary benefit, concession or compensation obtained by the Registered Owner shall be credited towards the Special Fund.
- (j) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if formed), the right to adjust and/or re-align the boundary of the Land and to negotiate and agree with the Government in connection therewith and for that purpose to execute any documents in the name of the Registered Owner in connection therewith without the necessity of joining in any other Owner PROVIDED THAT the exercise of such right by the Registered Owner shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict his access to

and from any part of such Unit and PROVIDED FURTHER THAT any monetary benefit, concession or compensation obtained by the Registered Owner shall be credited towards the Special Fund.

- (k) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if formed), the right to obtain the grant of any rights, rights of way, easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, footbridges, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by licence for the benefit of the Land and the Estate on such terms and conditions and from such persons as may be approved by the Owners' Committee or the Owners' Corporation (if formed).
- (l) Subject to any right of way or such restrictions as may be contained in the Government Grant and to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed), the right to grant any rights, rights of way, 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 Common Facilities or to grant similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as may be approved by the Owners' Committee or the Owners' Corporation (if formed) PROVIDED THAT any benefit acquired out of the exercise by the Registered Owner of the rights under this sub-clause shall be held upon trust for all the Owners and, if such benefit is in monetary terms, shall be credited towards the Special Fund.
- (m) Without prejudice to the generality of any of the sub-clauses of (k) and (l) above and subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed), the right, with or without joining any Owner, to enter into deed(s) of grant of easement (if any) at any time or times and on such terms and subject to such conditions and with such party or parties as may be approved by the Owners' Committee or the Owners' Corporation (if formed), 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 the deed of grant of easement (if any) so long as the same does not or do not in any way affect or prejudice the right of any Owner to the exclusive use and occupation of his Unit and does not impede or restrict

the access to and from any part or parts of the Estate and the Land and PROVIDED THAT all monetary consideration (if any) received therefor pursuant to this sub-clause shall be paid into the Special Fund.

- (n) Subject to the approval of the Director of Lands, the Government Grant and this Deed, the right without the concurrence or approval of the other Owners to adjust and/or allocate and from time to time re-allocate the undivided shares and/or the Management Shares retained by the Registered Owner to any of the Units held by the Registered Owner and the undivided shares and/or the Management Shares relating thereto and the fraction which each such undivided shares and/or the Management Shares bears to the whole PROVIDED THAT (i) the total number of undivided shares and/or Management Shares of the Estate shall remain unchanged; (ii) such adjustment, allocation and/or re-allocation will not interfere with any other Owner's sole and exclusive right and privilege to hold use and occupy the Unit which such other Owner owns; (iii) such adjustment, allocation and/or re-allocation will not adversely affect the other Owners' right interest and enjoyment in the Estate and the Land; (iv) such adjustment, allocation and/or re-allocation will not increase the proportion of the other Owners' contribution to the management expenses; and (v) such adjustment, allocation and/or re-allocation shall be on gross floor area basis.
- (o) The right to change the name of such part(s) of the Estate still owned by the Registered Owner at any time prior to the execution of the first assignment relating to such part(s) of the Estate as the Registered Owner shall deem fit and to execute any documents in the name of the Registered Owner in connection therewith without the necessity of joining in any other Owner.
- (p) Subject to the approval of the relevant Government authorities from time to time (if required), the right to change the user of the Estate or any part or parts thereof, the beneficial ownership of which is retained by the Registered Owner without the concurrence or approval of other Owners PROVIDED THAT the right of an Owner to hold, use, occupy and enjoy the part of the Estate which he owns shall not be interfered with and PROVIDED FURTHER THAT the rights, interest and enjoyment of other Owners shall not be adversely affected.
- (q) Subject to the approval of the relevant Government authorities, at any time hereafter and from time to time to change, amend, vary, add to or alter the plans of any Units or any part or parts of the Estate owned by the Registered Owner, to determine or change or alter the number of Units to be included, constructed or erected in such part or parts of the Estate owned by the Registered Owner, and to change or alter the location and/or the areas and/or users of any Units or part or parts of the Estate owned by the Registered Owner without the concurrence or approval of any other Owner Provided That the right of other Owners to the exclusive use and enjoyment of such

part or parts of the Estate owned by them shall not be adversely affected and Provided Also That access to and from any part or parts of the Estate shall not be impeded or restricted.

- (r) The right to bring legal action at its own cost against owners of premises adjacent to the Estate for encroachment onto such part or parts of the Estate owned by the Registered Owner or any part or parts thereof without joining any other Owner and damages or relief obtained shall belong to the Registered Owner.

9. In connection with the exercise of or incidental to the Registered Owner's rights mentioned in the preceding Clause 8 of Section II of this Deed, each Owner agrees that the Registered Owner may without joining the Owners sign and/or seal and execute such deed(s) or document(s) as it or they consider(s) necessary or desirable and each Owner do hereby irrevocably appoint the Registered Owner as his attorney (with full power of substitution and delegation and may act through such officers, employees, agents, nominees and any substitute attorneys as the attorney may from time to time appoint) to exercise effect and perform and/or to sign and/or seal and execute any deed(s) and document(s) on his behalf and as his act and deed to deliver such deed(s) and document(s) as shall be required in connection with the exercise of such rights by the Registered Owner to effectuate any of the aforesaid purposes and such Owner hereby covenants that he will ratify and confirm all that the Registered Owner as such attorney as aforesaid shall lawfully do or cause to be done by virtue of this Deed and that the power of attorney hereby given shall bind the executor or executors and the administrator or administrators and the successor or successors and assign or assigns of such Owner and shall not be revoked by the death incapacity or the winding up (as the case may be) of such Owner.

SECTION III

EASEMENTS RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH RESIDENTIAL UNIT OR PARKING SPACE

A. Residential Units of Block 1

1. The Owner of a Residential Unit of Block 1 shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the House Rules and subject to the rights of the Registered Owner and the Manager :

- (a) Full right and liberty for the Owner of the Residential Unit of Block 1 for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the General Residential Common Areas, the Residential Common Areas for Block 1 and the Estate Common Areas and to use the General Residential Common Facilities, the Residential Common Facilities for Block 1 and the Estate Common Facilities for all purposes connected with the proper use and enjoyment of such Residential Unit of Block 1.
- (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Estate.
- (c) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the Residential Unit of Block 1 owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be, in, under or passing through such Residential Unit or the Estate or any part or parts thereof for the proper use and enjoyment of the Residential Unit of Block 1 owned by the Owner.
- (d) The right for any Owner of the Residential Units of Block 1 with or without workmen plant equipment and materials at all reasonable times after obtaining (except in the case of emergency) the consent of the Manager or (as the case may be) the Owner of the relevant Residential Unit of Block 1 (which consent shall not be unreasonably withheld) to enter upon other parts of the Land and the Estate as may be necessary for the purpose of carrying out any works for the maintenance and repair of his Residential Unit in Block 1 (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith at his own expense making good any damage caused thereby.
- (e) The rights for the Owners of the Residential Units of Block 1 to renovate, refurbish and/or upgrade the lift lobbies forming part of the Residential

Common Areas for Block 1 without the necessity of obtaining consent of the Owners of other parts of the Estate SUBJECT TO THE FOLLOWING CONDITIONS:

- (i) unanimous consent in writing of all the Owners of the Residential Units of Block 1 shall first be obtained;
- (ii) all costs and expenses in relation thereto shall be borne by the Owners of the Residential Units of Block 1 in proportion to the number of Management Shares allocated to his respective Residential Unit bears to the total number of Management Shares allocated to all the Residential Units in Block 1 and, for the avoidance of doubt, the Owners of the Residential Units of Block 1 may utilize the Special Fund pursuant to Clause D9(c) of Section VI hereof but not any other Special Fund in respect of the Estate for carrying out such renovation, refurbishment and/or upgrading of the lift lobbies;
- (iii) proper insurance shall be taken out by the Owners of the Residential Units of Block 1 in respect thereof as comprehensively as reasonably possible to the satisfaction of the Manager or the Owners' Corporation (if formed) and the insurance policy shall be endorsed to show all Owners of the Estate and/or the Owners' Corporation (if formed) as the named beneficiaries under the policy and in particular against loss or damage by fire or other perils and to effect insurance against public and occupiers' liability and employer's liability in respect of employees employed within or exclusively in connection with the renovation, refurbishment and/or upgrading of the lift lobbies;
- (iv) the Owners of the Residential Units of Block 1 shall cause as little disturbance as reasonably practicable when carrying out such renovation, refurbishment and/or upgrading of the lift lobbies and shall at their own costs and expenses make good all loss and damage caused thereby as soon as practicable and the Owners of the Residential Units of Block 1 shall be responsible for and shall indemnify the Manager and/or the Owners' Corporation (if formed) and/or all other Owners and occupiers of any part of the Estate 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 such renovation, refurbishment and/or upgrading of the lift lobbies; and
- (v) upon the request in writing of the Owners of the Residential Units of Block 1, the Manager may at its discretion undertake such renovation, refurbishment and/or upgrading of the lift lobbies, PROVIDED THAT the Owners of the Residential Units of Block 1 shall pay

separate remuneration to the Manager (at such amount to be mutually agreed by the Owners of the Residential Units of Block 1 and the Manager) and shall reimburse the Manager with the costs expended in carrying out the renovation, refurbishment and/or upgrading of the lift lobbies on condition that such renovation, refurbishment and/or upgrading shall not be carried out unless and until the Manager shall have submitted an estimate of costs together with supporting documents and any other relevant information that the Owners of the Residential Units of Block 1 considers necessary and the Owners of the Residential Units of Block 1 shall have approved in writing the estimated costs and the renovation, refurbishment and/or upgrading works to be carried out by the Manager PROVIDED FURTHER THAT the costs and expenses incurred by the Manager in carrying the duties under this sub-clause shall be separated from the Management Expenses and shall not affect the Management Expenses including the Manager's Remuneration payable by the other Owners.

2. The Owners of the Residential Units of Block 1 shall have no right to enter upon any part of the Land and the Estate save as expressly herein provided, it being understood that all work necessary for the maintenance and repair of the Land and the Estate as a whole shall be carried out by the Manager who shall have the right to enter in or upon any part of the Land and/or the Estate for that purpose as herein provided.

B. Residential Units of Block 2

1. The Owner of a Residential Unit of Block 2 shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the House Rules and subject to the rights of the Registered Owner and the Manager :

- (a) Full right and liberty for the Owner of the Residential Unit of Block 2 for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the General Residential Common Areas, the Residential Common Areas for Block 2 and the Estate Common Areas and to use the General Residential Common Facilities, the Residential Common Facilities for Block 2 and the Estate Common Facilities for all purposes connected with the proper use and enjoyment of such Residential Unit of Block 2.
- (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Estate.
- (c) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the Residential Unit of Block 2 owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time

hereafter be, in, under or passing through such Residential Unit or the Estate or any part or parts thereof for the proper use and enjoyment of the Residential Unit of Block 2 owned by the Owner.

- (d) The right for any Owner of the Residential Units of Block 2 with or without workmen plant equipment and materials at all reasonable times after obtaining (except in the case of emergency) the consent of the Manager or (as the case may be) the Owner of the relevant Residential Unit of Block 2 (which consent shall not be unreasonably withheld) to enter upon other parts of the Land and the Estate as may be necessary for the purpose of carrying out any works for the maintenance and repair of his Residential Unit in Block 2 (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith at his own expense making good any damage caused thereby.
- (e) The rights for the Owners of the Residential Units of Block 2 to renovate, refurbish and/or upgrade the lift lobbies forming part of the Residential Common Areas for Block 2 without the necessity of obtaining consent of the Owners of other parts of the Estate SUBJECT TO THE FOLLOWING CONDITIONS:
 - (i) unanimous consent in writing of all the Owners of the Residential Units of Block 2 shall first be obtained;
 - (ii) all costs and expenses in relation thereto shall be borne by the Owners of the Residential Units of Block 2 in proportion to the number of Management Shares allocated to his respective Residential Unit bears to the total number of Management Shares allocated to all the Residential Units in Block 2 and, for the avoidance of doubt, the Owners of the Residential Units of Block 2 may utilize the Special Fund pursuant to Clause D9(d) of Section VI hereof but not any other Special Fund in respect of the Estate for carrying out such renovation, refurbishment and/or upgrading of the lift lobbies;
 - (iii) proper insurance shall be taken out by the Owners of the Residential Units of Block 2 in respect thereof as comprehensively as reasonably possible to the satisfaction of the Manager or the Owners' Corporation (if formed) and the insurance policy shall be endorsed to show all Owners of the Estate and/or the Owners' Corporation (if formed) as the named beneficiaries under the policy and in particular against loss or damage by fire or other perils and to effect insurance against public and occupiers' liability and employer's liability in respect of employees employed within or exclusively in connection with the renovation, refurbishment and/or upgrading of the lift lobbies;

- (iv) the Owners of the Residential Units of Block 2 shall cause as little disturbance as reasonably practicable when carrying out such renovation, refurbishment and/or upgrading of the lift lobbies and shall at their own costs and expenses make good all loss and damage caused thereby as soon as practicable and the Owners of the Residential Units of Block 2 shall be responsible for and shall indemnify the Manager and/or the Owners' Corporation (if formed) and/or all other Owners and occupiers of any part of the Estate 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 such renovation, refurbishment and/or upgrading of the lift lobbies; and
- (v) upon the request in writing of the Owners of the Residential Units of Block 2, the Manager may at its discretion undertake such renovation, refurbishment and/or upgrading of the lift lobbies, PROVIDED THAT the Owners of the Residential Units of Block 2 shall pay separate remuneration to the Manager (at such amount to be mutually agreed by the Owners of the Residential Units of Block 2 and the Manager) and shall reimburse the Manager with the costs expended in carrying out the renovation, refurbishment and/or upgrading of the lift lobbies on condition that such renovation, refurbishment and/or upgrading shall not be carried out unless and until the Manager shall have submitted an estimate of costs together with supporting documents and any other relevant information that the Owners of the Residential Units of Block 2 considers necessary and the Owners of the Residential Units of Block 2 shall have approved in writing the estimated costs and the renovation, refurbishment and/or upgrading works to be carried out by the Manager PROVIDED FURTHER THAT the costs and expenses incurred by the Manager in carrying the duties under this sub-clause shall be separated from the Management Expenses and shall not affect the Management Expenses including the Manager's Remuneration payable by the other Owners.

2. The Owners of the Residential Units of Block 2 shall have no right to enter upon any part of the Land and the Estate save as expressly herein provided, it being understood that all work necessary for the maintenance and repair of the Land and the Estate as a whole shall be carried out by the Manager who shall have the right to enter in or upon any part of the Land and/or the Estate for that purpose as herein provided.

C. Residential Units of Block 3

1. The Owner of a Residential Unit of Block 3 shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the House

Rules and subject to the rights of the Registered Owner and the Manager :

- (a) Full right and liberty for the Owner of the Residential Unit of Block 3 for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the General Residential Common Areas, the Residential Common Areas for Block 3 and the Estate Common Areas and to use the General Residential Common Facilities, the Residential Common Facilities for Block 3 and the Estate Common Facilities for all purposes connected with the proper use and enjoyment of such Residential Unit of Block 3.
- (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Estate.
- (c) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the Residential Unit of Block 3 owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be, in, under or passing through such Residential Unit or the Estate or any part or parts thereof for the proper use and enjoyment of the Residential Unit in Block 3 owned by the Owner.
- (d) The right for any Owner of the Residential Units of Block 3 with or without workmen plant equipment and materials at all reasonable times after obtaining (except in the case of emergency) the consent of the Manager or (as the case may be) the Owner of the relevant Residential Unit of Block 3 (which consent shall not be unreasonably withheld) to enter upon other parts of the Land and the Estate as may be necessary for the purpose of carrying out any works for the maintenance and repair of his Residential Unit in Block 3 (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith at his own expense making good any damage caused thereby.
- (e) The rights for the Owners of the Residential Units of Block 3 to renovate, refurbish and/or upgrade the lift lobbies forming part of the Residential Common Areas for Block 3 without the necessity of obtaining consent of the Owners of other parts of the Estate SUBJECT TO THE FOLLOWING CONDITIONS:
 - (i) unanimous consent in writing of all the Owners of the Residential Units of Block 3 shall first be obtained;
 - (ii) all costs and expenses in relation thereto shall be borne by the Owners of the Residential Units of Block 3 in proportion to the number of Management Shares allocated to his respective Residential

Unit bears to the total number of Management Shares allocated to all the Residential Units in Block 3 and, for the avoidance of doubt, the Owners of the Residential Units of Block 3 may utilize the Special Fund pursuant to Clause D9(e) of Section VI hereof but not any other Special Fund in respect of the Estate for carrying out such renovation, refurbishment and/or upgrading of the lift lobbies;

- (iii) proper insurance shall be taken out by the Owners of the Residential Units of Block 3 in respect thereof as comprehensively as reasonably possible to the satisfaction of the Manager or the Owners' Corporation (if formed) and the insurance policy shall be endorsed to show all Owners of the Estate and/or the Owners' Corporation (if formed) as the named beneficiaries under the policy and in particular against loss or damage by fire or other perils and to effect insurance against public and occupiers' liability and employer's liability in respect of employees employed within or exclusively in connection with the renovation, refurbishment and/or upgrading of the lift lobbies;
- (iv) the Owners of the Residential Units of Block 3 shall cause as little disturbance as reasonably practicable when carrying out such renovation, refurbishment and/or upgrading of the lift lobbies and shall at their own costs and expenses make good all loss and damage caused thereby as soon as practicable and the Owners of the Residential Units of Block 3 shall be responsible for and shall indemnify the Manager and/or the Owners' Corporation (if formed) and/or all other Owners and occupiers of any part of the Estate 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 such renovation, refurbishment and/or upgrading of the lift lobbies; and
- (v) upon the request in writing of the Owners of the Residential Units of Block 3, the Manager may at its discretion undertake such renovation, refurbishment and/or upgrading of the lift lobbies, PROVIDED THAT the Owners of the Residential Units of Block 3 shall pay separate remuneration to the Manager (at such amount to be mutually agreed by the Owners of the Residential Units of Block 3 and the Manager) and shall reimburse the Manager with the costs expended in carrying out the renovation, refurbishment and/or upgrading of the lift lobbies on condition that such renovation, refurbishment and/or upgrading shall not be carried out unless and until the Manager shall have submitted an estimate of costs together with supporting documents and any other relevant information that the Owners of the Residential Units of Block 3 considers necessary and the Owners of the Residential Units of Block 3 shall have approved in writing the

estimated costs and the renovation, refurbishment and/or upgrading works to be carried out by the Manager PROVIDED FURTHER THAT the costs and expenses incurred by the Manager in carrying the duties under this sub-clause shall be separated from the Management Expenses and shall not affect the Management Expenses including the Manager's Remuneration payable by the other Owners.

2. The Owners of the Residential Units of Block 3 shall have no right to enter upon any part of the Land and the Estate save as expressly herein provided, it being understood that all work necessary for the maintenance and repair of the Land and the Estate as a whole shall be carried out by the Manager who shall have the right to enter in or upon any part of the Land and/or the Estate for that purpose as herein provided.

D. Parking Spaces

1. The Owner of a Parking Space shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the House Rules and subject to the rights of the Registered Owner and the Manager :

- (a) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the Car Park Common Areas and the Estate Common Areas and to use the Car Park Common Facilities and the Estate Common Facilities for all purposes connected with the proper use and enjoyment of such Parking Space.
- (b) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the Parking Space (if any) owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be, in, under or passing through such Parking Space or the Estate or any part or parts thereof for the proper use and enjoyment of the Parking Space owned by the Owner.
- (c) The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon prior written notice (except in the case of emergency) to enter upon other parts of the Land and the Estate as may be necessary for the purpose of carrying out any works for the maintenance and repair of his Parking Space (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby Provided that the right of entry is limited to the Common Areas only and the prior consent of the Manager is necessary.

2. The Owners of the Parking Spaces shall have no right to enter upon other

parts of the Land and the Estate save as expressly herein provided, it being understood that all work necessary for the maintenance and repair of the Land and the Estate as a whole shall be carried out by the Manager who shall have the right to enter in or upon any part of the Land and/or the Estate for that purpose as herein provided.

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SECTION IV

EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH
RESIDENTIAL UNIT OR PARKING SPACE IS/ARE HELD

A. Residential Units of Blocks 1, 2 and 3

The following are the easements rights and privileges subject to which each undivided share and the exclusive right to hold use occupy and enjoy each Residential Unit of Blocks 1, 2 and 3 is held:

- (a) The Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into go pass or repass over along and upon each Residential Unit of Blocks 1, 2 and 3 for the purposes of effecting necessary repairs to the Estate and installing, inspecting, examining and maintaining the Common Areas or the Common Facilities in under adjacent or adjoining to such Residential Unit or any other apparatus and equipment used or installed for the benefit of the Land and the Estate or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does or may affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his staff and contractors.
- (b) Easements, rights and privileges of the Owners of other Residential Units of Block 1 under Clause A1 of Section III hereof.
- (c) Easements, rights and privileges of the Owners of the Residential Units of Block 2 under Clause B1 of Section III hereof.
- (d) Easements, rights and privileges of the Owners of the Residential Units of Block 3 under Clause C1 of Section III hereof.
- (e) Easements, rights and privileges of the Owners of the Parking Spaces under Clause D1 of Section III hereof.
- (f) Easements, rights and privileges of the Registered Owner under Clause 8 of Section II hereof.

B. Parking Spaces

The following are the easements rights and privileges subject to which each undivided share and the exclusive right to hold use occupy and enjoy each Parking Space is

held:

- (a) The Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into go pass or repass over along and upon each Parking Space for the purposes of effecting necessary repairs to the Estate and installing, inspecting, examining and maintaining the Common Areas or the Common Facilities in under adjacent or adjoining to such Parking Space or any other apparatus and equipment used or installed for the benefit of the Land and the Estate or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does or may affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his staff and contractors.
- (b) Easements, rights and privileges of the Owners of other Parking Spaces under Clause D1 of Section III hereof.
- (c) Easements, rights and privileges of the Owners of the Residential Units of Block 1 under Clause A1 of Section III hereof.
- (d) Easements, rights and privileges of the Owners of the Residential Units of Block 2 under Clause B1 of Section III hereof.
- (e) Easements, rights and privileges of the Owners of the Residential Units of Block 3 under Clause C1 of Section III hereof.
- (f) Easements, rights and privileges of the Registered Owner under Clause 8 of Section II hereof.

C. Provisions applicable to all Owners

- (a) The Manager shall have full right and authority to control and manage the Common Areas and the Common Facilities or any part thereof.
- (b) The Manager, its servants, agents, contractors and persons duly authorized shall have the right on prior reasonable notice (except in case of emergency) to gain access to and enter upon any part of the roof or flat roof and to remain there for such reasonable period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning or painting all or any part of the Common Areas and the Common Facilities in or upon the roof or flat roof or to which access is gained via the roof or flat roof and, on a temporary basis, to erect, lace or store on any roof or flat roof

any scaffolding or other plant, equipment or materials necessary for the purpose of any works for so long as such works are being carried on Provided that the works mentioned above shall be carried out without delay and the Manager, its servants, agents, contractors and persons duly authorized shall, in exercise its right under this paragraph, cause as little disturbance as is reasonably practicable and the Manager shall at its own costs and expenses make good any damage caused thereby.

- (c) The Manager shall have the right to maintain, operate, temporarily install, move and on prior reasonable notice (except in case of emergency) have access to, over and/or on the roof, flat roof or the parapet walls of the flat roof or the roof, the cleaning gondola and/or any davit arm, other equipment or device of management (collectively referred to as the “gondola” which expression shall include all brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Estate, and on prior reasonable notice, the Manager, its servants, agents, contractors and persons duly authorized shall have the right to enter upon the roof or flat roof for the purposes of operating, installing, repairing, keeping, storing and/or parking the gondola and on giving prior reasonable notice to relevant Owner to temporarily fence off the relevant part of the flat roof or roof Provided that the works mentioned above shall be carried out without delay and the Manager shall, in exercise its rights under this paragraph, cause as little disturbance as is reasonably practicable and the Manager shall at its own costs and expenses make good any damages caused thereby.
- (d) An Owner has to comply with the TNIA in respect of all Noise Mitigation Measures forming part of his Unit.
- (e) An Owner has to, at his own expense, inspect, maintain and carry out all necessary works for the maintenance of all Noise Mitigation Measures forming part of his Unit in accordance with the TNIA.

SECTION V

COVENANTS PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS

A. Covenants provisions and restrictions to be observed and performed by the Owners

1. Every Owner on ceasing to be the Owner of any Unit of the Estate shall forthwith notify the Manager in writing of such cessation and of the name of the new Owner and without prejudice to the liability of the new Owner, every such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and for the observance and performance of the terms and conditions hereof up to the date of such cessation.

2. Each Owner shall promptly pay and discharge all existing and future taxes rates assessments and outgoings of every kind and description for the time being assessed or payable in respect of the Unit owned by him and shall indemnify the other Owners from and against all liability therefor.

3. Each Owner shall pay to the Manager on the due date his due proportion of the management expenditure and Special Fund as hereinafter provided.

4. No Owner shall make or allow to make any structural alterations or additions to the Unit owned by him which may damage or affect the rights of other Owners or interfere with the use and enjoyment of any other part or parts of the Estate whether in separate or common occupation. No Owner shall use cut injure alter or interfere with any part or parts of the Common Areas or any of the Common Facilities or any equipment or apparatus on in or upon the Land or the Estate not being equipment or apparatus for the exclusive use and benefit of any individual Owner. An Owner shall not be prevented from taking legal action against another Owner in respect of a breach of this Clause.

5. No Owner shall permit or suffer to be done any act or thing in contravention of the covenants and conditions in the Government Grant under which the Land is held from the Government or whereby any insurance on the Estate or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by an Owner in addition to any other liability incurred thereby such Owner shall pay the amount of any increase in premium caused by or on account of such breach. In the event of the Estate or any part thereof being damaged or destroyed by fire or other perils at any time and the insurance money under any insurance against fire or such perils effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of such Owner as aforesaid, then and in such event, such Owner shall pay to the other Owners the whole or (as the case may be) a fair proportion of the cost of completely rebuilding or reinstating the same.

6. Each Owner shall be responsible for and shall indemnify the Manager all other Owners and occupiers of any part of the Estate against all actions proceedings claims

and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any part of the Estate owned by him or any person using such part of the Estate with his consent express or implied or by or through or in any way owing to the overflow of water gas or other effluent therefrom.

7. Each Owner shall be responsible to the Manager and the other Owners for the time being for the acts and omissions of all persons occupying with his consent express or implied the Unit owned by him and shall pay all costs charges and expenses incurred in repairing or making good any loss or damage caused by the act neglect or default of any such person. In the case of loss or damage which the Manager is responsible to make good or repair, such costs charges and expenses shall be recoverable by the Manager as hereinafter provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Estate which the Manager is not responsible 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.

8. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and the Estate.

9. No Owner shall do or permit or suffer to be done and each Owner shall take all possible steps to prevent his tenants occupiers or licensees from doing any act deed matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the maintenance of the Estate.

10. Each Owner shall notwithstanding the obligations of the Manager to maintain the Estate keep the Unit in respect of which he is entitled to exclusive possession use and/or enjoyment and those fixtures fittings services or facilities which exclusively serve the same whether or not they are located inside his Unit in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or occupiers of any other part or parts of the Estate. The expenses of keeping in good and tenantable repair and condition the interior of each Unit and all the fixtures and fittings and all plumbing and other utility fittings and services therein or appertaining thereto (whether or not they are located inside or outside the Unit) and all the windows and doors thereof shall be borne by such Owner who is entitled to the sole and exclusive use occupation and enjoyment thereof.

11. (a) No partitioning shall be erected or installed in any Residential 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.

(b) The access to the roof(s) from the plant rooms and lift machine rooms shall always be cleared for the escape in the event of fire.

12. No Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purpose and no Owner shall use or permit or suffer the Unit owned by him to be

used for any purpose other than that permitted by the Government Grant and the Building Authority and in accordance with any applicable Ordinance or other Regulations or any Government or other permit consent or requirement from time to time applicable thereto and in particular no Owner shall use or permit or suffer any part of the Estate to be used for gambling or as a 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, dance hall, guest house, hotel apartment, ballroom or pawn shop or for any offensive trade or business or for food business (whether in the course of supplying food for immediate consumption or not) under the Food Business Regulation (Cap.132X) or any other similar legislations or regulations or cause or permit or suffer to be done any act or thing in his Unit which may be in contravention of the terms and conditions in the Government Grant or become a nuisance or annoyance to or cause danger to the other Owners or occupiers for the time being of any other part or parts of the Estate.

13. No part of the Common Areas shall be obstructed or incumbered nor shall any articles boxes material refuse or any other matter or things be placed or left thereon nor shall any part of such Common Areas be used for any business or private purpose and no Owner will do or suffer or permit to be done anything in such Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Estate.

14. The refuse rooms and storage material recovery chamber shall be used only in the manner prescribed by and subject to the House Rules.

15. No Owner shall have the right to enter into any areas housing the Common Facilities or to alter repair connect to or in any other way interfere with or affect the working of the Common Facilities without the prior written consent of the Manager and Provided that prior written notice is given to the Manager and the least disturbance is caused and any damage caused thereby shall be made good by the Manager at the expense of such Owner.

16. No Owner shall be entitled to connect to any aerial or other antenna installed by the Manager except with the permission of the Manager and in accordance with any House Rules relating to the same. No Owner shall affix or install his own private aerial or antenna outside any part of the Estate.

17. No Owner shall do or permit to be done any act or thing which may or will alter the external appearance of the Estate or any part thereof and in particular no external shades, awnings, fences, metal grilles, partitions or any other structure or thing shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in, above, on or at any part of the external wall, flat roofs or roofs of the Estate or any part thereof.

18. No external signs signboards notices advertisements flags banners poles cages brackets flowers shelves or other projections or structures whatsoever extending outside the exterior of the Estate shall be erected installed or otherwise affixed or projected from the Estate or any part thereof without the prior written consent of the Manager and (if

necessary) the Director of Lands and/or other relevant Government Authorities and no Owner shall erect affix install or attach or permit or suffer to be erected affixed installed or attached in or on external part of or to be displayed from any Unit any advertising or other sign of any description without the prior written approval of the Manager and (if necessary) the Director of Lands and/or other relevant Government Authorities.

19. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Estate owned by him any refuse rubbish litter or other article or thing whatsoever except in the course of the proper disposal thereof and in using the facilities for such disposal provided by the Manager.

20. All Owners (including the Registered Owner) as long as they remain Owners shall at all times observe and perform the House Rules and comply with the conditions of the Government Grant.

21. Each Owner may at his own expenses install in the Unit owned by him additions improvements fixtures fittings and decoration and may remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the proper enjoyment and use of any other part of the Estate.

22. Clothing or laundry shall not be hung outside any Unit (other than in the spaces specifically provided therefor) or in the Common Areas.

23. No Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of the Estate may be clogged or the efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected.

24. No Owner shall store or permit or suffer to be stored in the part of the Estate owned by him or in any other area any hazardous dangerous explosive or combustible goods or materials except such as may be permitted by licence issued by the Fire Services Department under the Dangerous Goods Ordinance or other competent authority concerned and in any event only with the prior written approval of the Manager.

25. No Owner shall obstruct the access to the means of escape in any flat roofs, roofs, staircases, entrance foyers, smoke lobbies, lift lobbies or any other areas, be those Common Areas or not, which shall at all times remain open and unobstructed in compliance with the Fire Services Ordinance (Cap.95 of the Laws of Hong Kong), the Code of Practice for the Provision of Means of Escape in case of fire, the Buildings Ordinance (Cap.123 of the Laws of Hong Kong) or other relevant Ordinances or regulations (hereinafter collectively referred to as "Relevant Regulations"). In case the access is being obstructed, the Manager shall have the power to restore the access to the condition required to comply with Relevant Regulations at the expense of the Owner in default. Without prejudice to any other provisions in this Deed, the Owner(s) for the time being of any flat roof(s), roof(s) or entrance foyer(s) shall not erect affix or install or cause or allow to be erected affixed or installed any structure on such flat roof(s), roof(s) or entrance foyer(s) save and except with

the prior written approval of the Manager and (if necessary) the relevant Government Authorities.

26. 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 Unit any metal grille or shutter or gate.

27. No Owner shall cause any damage to or interfere in any way with the Common Areas and/or the Common Facilities.

28. No Owner shall do anything in the Estate whereby excessive noise vibration or resonance or other form of disturbance is created to the detriment of the Estate or other persons in or outside the Land Provided that the determination of the Manager as to whether any such noise vibration or resonance or other form of disturbance is excessive shall be conclusive and Provided Further that in the event of a breach hereof by the Owner the defaulting Owner shall make good any damage caused thereby to the Estate or any part or parts thereof or to the occupants thereof.

29. No Owner shall alter or permit or suffer to be altered any part of the sprinkler system, the fire fighting equipment, heat detector or the fire prevention system installed in any part of the Estate (whether the same is installed within his own Residential Unit or otherwise) except that such alteration shall be carried out by the Manager or a registered contractor appointed or approved by the Manager in accordance with the Fire Service (Installation Contractors) Regulations and with the prior approval of the Manager and the Fire Services Department and the Owners shall comply with the Code of Practice for Fire Safety in Buildings or other relevant Ordinances or regulations, including but not limited to the respective doors within the Residential Units and their door opening directions. Any costs and expenses thereby incurred should be settled by the Owner requesting for such alteration. The Owners of the Residential Units installed with such sprinkler system, fire fighting equipment, heat detector or fire prevention system shall arrange the same to be inspected at least once in every 12 months or as required under the said regulation and maintained in good repair and condition at the expenses of such Owners through the Manager by the registered fire service installation contractor named by the Manager. Such Owners shall permit the Manager and the registered fire service installation contractors engaged by the Manager to enter with or without workmen, equipment or materials at all reasonable times on prior reasonable notice (except in the case of emergency) his Residential Unit to carry out checking, inspection, testing or maintenance of such sprinkler system, fire fighting equipment, heat detector or fire prevention system installed therein at the expenses of such Owners.

30. No Owner shall install any air-conditioning unit fitting or plant or any other fitting or fixture through the windows or external walls or on any part of the Common Areas or Common Facilities of the Estate (except in positions already provided for such purpose) without the prior written consent of the Manager and (if necessary) the Director of Lands and/or other relevant Government Authorities to any such installations and the conditions of such consent having been complied with. The Owners shall take all possible measures to

maintain or repair the same and to prevent excessive noise, condensation or dripping on to any part of the Land or the Estate.

31. No Owner shall use the Common Areas or any part thereof for the purpose of drying laundry or hanging or placing or storing any dustbins garbage cans furniture machinery goods or chattels or other things thereon or therein.

32. No Owner shall install any furnace boiler or other plant or equipment or use any fuel in any part of the Estate that might in any circumstance produce smoke, gas, liquid, solid or otherwise or that may constitute a breach of the provisions of the Government Grant or any Ordinance or any amendment thereof.

33. Each Owner shall comply with and observe all Ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong, including but not limited to those governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and for the protection of the environment.

34. No Owner shall discharge or permit or suffer to be discharged unto any public sewer, storm-water drain or channel without the prior written consent of the Manager and the Director of Environmental Protection.

35. The Owners shall at their own expense and to the satisfaction of the Director of Fire Services provide access for fire appliances and fire personnel to the Land and the Estate and shall permit access thereof for such purposes and at such time or times as the said Director may require. The Owners shall throughout the term of the Government Grant maintain the said access at their own expense and to the satisfaction for the said Director.

36. Each Owner shall observe and perform all the covenants agreements and conditions contained in the Government Grant and on the part of the Owner to be observed and performed so far as the same relate to the undivided shares of the Land and the part of the Estate owned by such Owner and such Owner shall from time to time and at all times keep the other Owners of the Estate fully indemnified from and against all proceedings costs claims and expenses on account of any failure to perform and observe any of the said covenants agreements and conditions so far as they relate as aforesaid.

37. All complaints touching or concerning the Land and the Estate shall be made in writing to the Manager.

38. (a) The Owners shall at their own expenses maintain and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and in accordance with "Geoguide 5-Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the maintenance manual(s) for the Slopes and Retaining Walls ("slope maintenance manual") prepared in accordance with Geoguide 5. The Registered Owner shall deposit a full copy of the slope maintenance manual in the management office of the Estate within one month from the date of this Deed for inspection by all Owners free of charge

and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

- (b) The Owners shall at their own expenses carry out and complete to the satisfaction of the Director of Lands such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the Green Hatched Black Area as the Director of Lands may require and shall maintain in good and substantial repair and condition in accordance with Special Condition No.(33) of the Government Grant.

39. The covenants, provisions and restrictions set out in this Sub-Section A shall be subject to and without prejudice to the rights reserved to the Registered Owner under Clause 8 of Section II of this Deed.

40. No Owner (including the Registered Owner) may convert any of the Common Areas to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained. Any payment received for the approval shall be credited to the Special Fund. No Owner (including the Registered Owner) will have the right to convert or designate any of his own areas as Common Areas unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the Registered Owner) shall have the right to re-convert or re-designate the Common Areas to his own use or benefit.

41. Each Owner shall comply with and observe all the Fitting Out Rules.

42. The Owners shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of the Estate and their own Units including the Works and Installations.

43. The Owners shall at their own expense comply with the maintenance obligations as provided under Special Condition No.(5)(a)(iii) and Special Condition No.(6)(b) of the Government Grant until re-delivery of the Green Area and the Yellow Area (as respectively defined in the Government Grant) to the Government pursuant to Special Condition No.(7) of the Government Grant.

44. No Owner shall unilaterally change or alter the facade of the Estate Provided that nothing herein shall prejudice any major renovation or refurbishment of the Estate as approved by a resolution of the Owners at an Owners' meeting convened under this Deed.

45. No Owner shall change or alter the colour scheme and design of the door of each Unit and corridors.

46. No Owner shall alter the design and location of any Noise Mitigation Measures forming part of his Unit.

47. (a) No Owner shall bring on to or keep any livestock, live poultry, birds or

animals on any part of the Estate PROVIDED THAT subject to any applicable laws and regulations in force in Hong Kong from time to time and subject to and in accordance with the House Rules and Fitting Out Rules, domestic animal or other pets may be kept in a Residential Unit unless the same has been the cause of reasonable written complaint by at least three (3) Owners or occupiers of any Residential Unit of the Estate, the reasonableness of the complaint shall be determined by the Manager at its absolute discretion.

(b) In no event shall dogs be permitted in lifts or in any part of the Estate intended for common use unless they are:-

- (1) carried;
- (2) on leash and wearing mouth strap;
- (3) microchipped and vaccinated; and
- (4) licensed by the Agriculture, Fisheries and Conservation Department.

(c) Notwithstanding anything contained in paragraphs (a) and (b) of this Clause, in no event shall dogs be permitted in the Recreational Facilities/ Club House.

48. No Owner shall feed monkeys and birds from the country park near the Estate.

49. No Owner shall barbecue in the balcony, utility platform, terrace (if any) and/or garden (if any) of a Residential Unit.

50. No Owner shall cause any damage to or interfere in any way with the trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Estate or the Land or adjacent thereto.

51. No tree growing on any part or parts of the Estate or the Land or adjacent thereto shall be removed or interfered with without the Manager's prior written approval. The Owners shall, at their own expenses, preserve, conserve and protect the trees planted at the flat roofs, terrace, gardens (if any) or any other parts of the Residential Units owned by them. The Owners shall, at their own expenses, maintain at all times the compensatory planting, transplanting, compensatory landscaping or replanting on any part or parts of the Estate and/or the Land and/or the Green Hatched Black Area (which Green Hatched Black Area is defined in Special Condition No. (33) of the Government Grant) to the satisfaction of the Director of Lands.

52. The Owners shall landscape the Land in accordance with the master landscape proposal as approved by the Director of Lands and shall thereafter keep and maintain the landscape works in a safe, clean, neat, tidy, functional and healthy condition all to the satisfaction of the Director of Lands pursuant to Special Condition No.(16) of the Government Grant.

53. The Owners shall maintain at their own cost and to the satisfaction of the Highways Department the portion of the Green Area (which Green Area is defined in Special Condition No.(5)(a) of the Government Grant) that forms part of the run in-out of

the Estate in accordance with the Drawing No.CYS5/SUB/GA/LP01 (rev.E) prepared by Urbis Limited in July 2014 (including any subsequent amendments thereto as from time to time). The Owners shall indemnify the Government against all liabilities, actions, claims, costs, damages, or demands of whatever nature arising out of or in connection with the use of the concerned run in-out or failure to maintain the concerned run in-out properly and timely. The Registered Owner shall at its own cost deposit a copy of the said Drawing with the Manager in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

B. Covenants and provisions applicable to Owners of Residential Units

1. Without prejudice to the other provisions of this Deed, no Residential Unit shall be used for any purpose other than for private residential purposes and in particular no Residential Unit shall be used as a boarding house, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles or as hostel or the like.
2. No Owner shall erect or place or cause or permit to be erected or placed any advertising sign or structure on the flat roofs or roofs or balcony or utility platform or terrace (if any) of the Estate or any part thereof and the Manager shall have the right to enter and to remove anything erected or placed on the flat roofs or roofs of the Estate or any part thereof in contravention of this provision at the cost and expenses of the Owner.
3. 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 or any part thereof any advertising or other sign of any description without the prior written approval of the Manager and the relevant Government department (if necessary). Any such approval by the Manager may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.
4. Water closets and other water apparatus in the Estate shall not be used for any purpose other than those for which they were constructed, nor shall any 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 Residential Unit it shall have been caused.
5. 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.
6. Bicycles, baby carriages or similar vehicles shall not be allowed to stand in any passageways or the Common Areas.
7. (a) The Owner of the Non-enclosed Areas shall be responsible for the financial support or maintenance thereof and shall keep the interior of such

Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with this Deed, the Occupation Permit, the Buildings Ordinance and such other Ordinances, by-laws and regulations for the time being in force in Hong Kong.

- (b) The Owner of the Non-enclosed Areas shall not erect or affix or cause or permit or suffer or allow to be erected or affixed any wall or partition of any material whether of a permanent or temporary nature on the Non-enclosed Areas or any part thereof.
- (c) The Owner of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas to be enclosed above safe parapet height (other than as under the Plans) by any material of whatsoever kind or nature, or affixed with sun shades, awnings, or racks of whatsoever nature, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as drawn under the Plans and such Owner shall be responsible for the financial support and maintenance of the Non-enclosed Areas.
- (d) No Owner of the Non-enclosed Areas shall do or permit to be done any act or thing which may or will alter the area underneath of the Non-enclosed Areas (which shall at all times remain open).

8. No Owner shall construct illegal structures on any flat roof(s), terrace, roof or garden (if any) of the Estate of whatsoever nature that contravene any Ordinances, by-laws or regulations promulgated by the Government from time to time.

9. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any clothing, laundry or object(s) in the Common Areas or outside his Residential Unit or within such part(s) of his Residential Unit including (without limitation) on or in or upon or above the door, window or bay window or balcony or terrace or flat roof that may be visible from the exterior of the Estate except within the area of utility platform (subject to the condition that no clothing, laundry or object shall be kept, hung or exhibited beyond the height of 1.1 metre from the floor of the utility platform).

10. No Owner shall make or allow to make any alterations or additions to the entrance foyer (if any) of the Residential Unit owned by him nor cut, injure, alter or interfere with any facilities, equipment or apparatus on in or upon such entrance foyer (if any) except with the prior written consent of the Manager and the Owners shall comply with the Code of Practice for Fire Safety in Buildings or other relevant Ordinances or regulations, including but not limited to the respective doors within the Residential Units and their door opening directions. Each Owner of the Residential Unit shall, at its own costs and expenses, keep and maintain the entrance foyer (if any) of the Residential Unit owned by him and the facilities, equipment or apparatus on in or upon such entrance foyer (if any) in accordance with the requirements laid down under the Fire Services Ordinance or other relevant Ordinances or regulations. In addition and without prejudice to any other rights

of the Manager under this Deed, the Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into each Residential Unit with entrance foyer (if any) for the purposes of meter reading, inspecting and examining such entrance foyer (if any) of the Residential Unit and the facilities, equipment or apparatus on in or upon such entrance foyer (if any) Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own expense make good any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his staff and contractors.

11. The covenants, provisions and restrictions set out in this Sub-Section B shall be subject to and without prejudice to the rights reserved to the Registered Owner under Clause 8 of Section II of this Deed.

12. (a) Part of the planting areas whether in the form of planters or tree pits (collectively "the Planters") that are shown under the master layout plan - master landscape plan as approved by the Town Planning Board ("the Master Layout Plan") are installed within, at and/or appertaining to certain Residential Units and form part of such Residential Units. Particulars and locations of the Planters are shown in the Master Layout Plan.

(b) Such part of the Planters forming part of such Residential Units shall only be used by the relevant Owners of the Residential Units for the purpose of planting in accordance with the landscape proposal pursuant to Special Condition No.(16) of the Government Grant ("the Landscape Proposal"). The relevant Owners of the Residential Units shall keep and maintain such part of the Planters in a safe, clean, neat, tidy, functional and healthy condition all to the satisfaction of the Director of Lands. The Registered Owner shall at its own cost deposit a copy of each of the Master Layout Plan and the Landscape Proposal with the Manager in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

(c) Subject to Special Condition No.(16)(d) of the Government Grant and the Manager's prior written consent, alteration of or tampering with the Planters is prohibited.

13. (a) Part of the Noise Mitigation Measures are installed within, at and/or appertaining to 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 TNIA.

(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) of this Clause 13 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 at their own costs in accordance with the TNIA. The Owners of such

Residential Units shall use such materials in accordance with the TNIA.

14. The Owners of the Residential Units shall at their own costs maintain the interior surface of the parapet walls (including the plasters but excluding the exterior cladding on the top of the parapet walls thereof forming part of the relevant Residential Common Areas) facing the roof and/or flat roof forming part of his Residential Unit.

C. Covenants and Provisions Applicable to Owners of Parking Spaces

1. No Owner shall use the Car Parking Spaces in the Estate for any purpose other than for the purpose of parking licensed private motor vehicles only and no articles, goods, pets, animals or other things except motor vehicles shall be allowed thereon. The Car Parking Spaces shall be used solely for the purpose of parking licensed motor vehicles belonging to the Owners or the residents of the Units or their bona fide guests, visitors or invitees. No Owner shall use the Motor Cycle Parking Spaces in the Estate for any purpose other than for the purpose of parking licensed motor cycles only and no articles, goods, pets, animals or other things except motor cycles shall be allowed thereon. The Motor Cycle Parking Spaces shall be used solely for the purpose of parking licensed motor cycles belonging to the Owners or the residents of the Units or their bona fide guests, visitors or invitees.

2. All Owners shall park their vehicles within their own Parking Spaces.

3. No Owner may park his vehicle in such a manner as to cause inconvenience or annoyance to the Owners or occupiers of the adjoining Parking Spaces.

4. No vehicle may exceed the speed limit (if any) displayed in the Common Areas.

5. All vehicles must display in a prominent position the car identification badges or labels (if any), otherwise entry to the Estate may be refused.

6. No Owner shall make any alteration to his Parking Space or erect any posts or chains thereon and thereto without the prior written consent of the Manager.

7. No Owner shall paint, disfigure, change, alter, interfere with or supplement the markings and/ or numberings of any Parking Space.

8. No Owner shall sub-divide any Parking Space (irrespective of its size and area) for any purposes including but not limited to sale, assignment, lease, license, charge or disposal.

9. No Owner shall underlet any Parking Space to any person who is not an Owner or occupier of a Unit of any part of the Estate.

10. No Owner shall allow his vehicle parked in any Parking Space to deteriorate to a condition detrimental to the environmental appearance of the Estate.

11. No Parking Space shall be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

SECTION VI

MANAGEMENT OF THE ESTATE

A. Appointment of Manager

1. The management of the Land and the Estate shall be undertaken by the Manager.
2. (a) Subject to the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), the DMC Manager, [] Limited, is hereby appointed as the first manager to manage the Land and the Estate for the initial term of TWO years from the date hereof and thereafter shall continue to manage the Estate until its appointment is terminated in accordance with the provisions of this Deed.
 - (b) The appointment of the Manager shall be terminated:
 - (i) by resignation from such appointment by the Manager giving not less than three months' notice in writing to the Owners' Committee (or where there is no Owners' Committee, by serving such notice on each of the Owners and by displaying such a notice in a prominent place in the Estate. Such notice may be given by delivering it personally to the Owners; or by sending it by post to the Owners at his last known address; or by leaving it at his Unit or by depositing it in the letter box for his Unit.) Provided that no such notice shall be given by the Manager before the expiry of two years from the date hereof; or
 - (ii) prior to the formation of the Owners' Corporation, by removal (without compensation) by the Owners' Committee upon a majority resolution of meeting of the Owners under Clause A13(b) of Section VII hereof and the giving of three months' notice in writing to the Manager; or
 - (iii) if the Manager is wound up or has a receiving order made against it.
 - (c)
 - (i) Subject to sub-clause (c)(v) of this Clause 2, at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution passed by a majority of the votes of the Owners voting either personally or by proxy and supported by Owners of not less than 50% of the undivided shares in aggregate, terminate by notice the Manager's appointment without compensation.
 - (ii) A resolution under sub-clause (c)(i) of this Clause 2 shall have effect only if :

- (1) the notice of termination of appointment is in writing;
 - (2) provision is made in the resolution for a period of not less than 3 months' notice or, in lieu of notice, provision is made for an agreement to be made with the Manager for payment to the Manager of a sum equal to the amount of the Manager's Remuneration which would have accrued to the Manager during that period;
 - (3) the notice is accompanied by a copy of the resolution terminating the Manager's appointment; and
 - (4) the notice and the copy of the resolution is given to the Manager within 14 days after the date of the meeting.
- (iii) The notice and the copy of the resolution referred to in sub-clause (c)(ii)(4) of this Clause 2 may be given:
- (1) by delivering them personally to the Manager; or
 - (2) by sending them by post to the Manager at his last known address.
- (iv) If a notice to terminate a manager's appointment is given under sub-clause (c) of this Clause 2:
- (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 sub-clause (c)(iv)(1) of this Clause 2 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.
- (v) For the purpose of sub-clause (c)(i) of this Clause 2 :
- (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 sub-clause (c)(i) of this Clause 2 to the "Owners of not less than 50% of the undivided shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the undivided shares in aggregate who

are entitled to vote.

- (vi) If a contract for the appointment of a manager other than the Manager contains no provision for the termination of the manager's appointment, sub-clauses (c)(i), (c)(ii), (c)(iii) and (c)(v) of this Clause 2 apply to the termination of the manager's appointment as they apply to the termination of the Manager's appointment.
- (vii) Sub-clause (vi) of this Clause 2 operates without prejudice to any other power there may be in a contract for the appointment of a manager other than the Manager to terminate the appointment of the manager.
- (viii) This sub-clause (c) is subject to any notice relating to the Estate that may be published by the Secretary for Home Affairs under Section 34E(4) of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but does not apply to any single Manager referred to in that Section.

3. Subject to the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), the Manager shall be appointed to act as agent for and on behalf of all Owners duly authorized in accordance with the provisions of this Deed.

4. The Manager shall be bound by and shall observe and perform all of the conditions duties and obligations herein provided and shall have all of the rights and privileges herein granted to the Manager.

5. 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 Estate, and the Owners' Corporation has appointed a manager under Sub-clause (c)(iv)(2) of this Clause 2, 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 Sub-clause (c)(iv)(2) of this Clause 2 that may otherwise render that person liable for a breach of that undertaking or agreement.

B. Powers and Duties of Manager

1. The Manager will manage the Land and the Estate in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have the authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Estate in accordance with this Deed. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:

- (a) To employ a qualified architect or professional to inspect the Estate (save

only the interior of the Units) including the Common Areas and the Common Facilities at such time or times as the Manager shall deem necessary and to prepare a report of such inspection which report will be kept at the Manager's office in the Estate and will be open to inspection by all Owners and occupiers of any of part of the Estate and the Manager will furnish upon request to any such Owner or occupier a copy of the report at a reasonable charge PROVIDED THAT any charges or fee collected hereunder shall be credited to the Special Fund.

- (b) To put in hand and ensure the satisfactory completion of works necessary to maintain any Common Areas and Common Facilities so as to ensure that the same are maintained in a good clean and safe condition at all times and for this purpose to employ reputable and competent contractors and workmen.
- (c) To ensure that all the Owners or occupiers maintain the Units owned or occupied by them and if there shall be any default on the part of any such Owners or occupiers to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or occupier.
- (d) To paint, wash, repair or replace tiles, claddings, railing or stone or otherwise treat as may be appropriate the Common Areas at such intervals as the same may in the opinion of the Manager be reasonably required to be done.
- (e) To replace any glass in the Common Areas that has been broken.
- (f) To keep all the Common Areas properly lighted and ventilated.
- (g) To keep in good order and repair the ventilation of the enclosed Common Areas.
- (h) To keep the Common Areas and all parts thereof in a clean sanitary and tidy condition.
- (i) To prevent any decaying noxious excrementitious or other refuse matter from being deposited on the Estate or any part thereof and to remove all refuse from such parts of the Estate and arrange for its disposal at such regular intervals and to maintain either on or off the Estate refuse collection facilities to the satisfaction of the Director of Food and Environmental Hygiene.
- (j) To prevent the obstruction of all the Common Areas and to remove any article or thing causing obstruction. If and whenever any article or thing shall be placed or stored on or in any part of the Common Areas, the Manager or its agents, servants, caretakers or cleaners of the Estate shall first give the defaulting party (if identifiable) reasonable prior written notice (except in the case of emergency) to remove the article or thing causing the

obstruction. In the event that such defaulting party cannot be identified, the Manager shall have the right without giving any prior notice to the defaulting party to remove such article and thing from such part of the Common Areas to another place or places as the Manager shall think fit. All costs and expenses incurred by the Manager for such removal shall be reimbursed upon demand to the Manager by the defaulting party and the defaulting party shall not claim against the Manager or its agents, servants, caretakers or cleaners for any loss or damage to such article or thing due to such removal.

- (k) To keep all the common sewers drains watercourse and pipes free and clear from obstructions.
- (l) To keep all the Common Facilities in good and working order and to extend or provide additional facilities as the Manager shall in its reasonable discretion deem necessary or desirable for the benefit of the Land and the Estate.
- (m) To keep all lighting equipment, water and sewage systems which form part of the Common Facilities in good and working order and in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's reasonable discretion and subject to prior written approval of the Owners' Committee (if formed) or the Owners' Corporation, if formed, to enter into contracts with third parties for the maintenance thereof and the entering into of such contracts shall be in compliance with Clauses B1(aj), B1(bi), B8 and B9 of Section VI hereof. The Manager shall also be responsible for all works required for any alteration to the sewage system and future connection of the same to the public culvert to be constructed if so required by the Government and all costs and expenses for such works shall be borne by the Owners provided that such costs and expenses shall first be paid out of the Special Fund.
- (n) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate onto any part of any public roads or any road-culverts sewers drains nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any part of any Government or other 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 to the satisfaction of the Government.
- (o) To remove any structure, installation, signboard, sunshade, bracket fitting or other things in or on any part of the Estate which have been erected in contravention of the terms of this Deed or the Buildings Ordinance or its regulations or any other Ordinance or regulations and/or without the prior

written permission of the Manager (or if such permission has been given upon the expiration or withdrawal of the same or if the conditions of such permission are in breach) and to demand and recover from the person by whom such structure or other things as aforesaid was erected or installed the cost of such removal and the making good of any damages thereby caused.

- (p) To maintain fire fighting equipment and fire alarms and to comply with all requirements of the Fire Services Department and generally so far as may be possible to maintain the Estate safe from fire at all times.
- (q) To provide a security force watchmen porters and caretakers and to provide with and maintain burglar alarms and other security equipment and generally so far as may be possible to maintain security in the Estate at all times.
- (r) To do all things which the Manager shall in his discretion deem necessary or desirable for the purposes of maintaining and improving the Common Facilities for the better enjoyment or use of the Estate by its Owners occupiers and their licensees provided that the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Common Facilities which involve expenditure in excess of 10% of the current annual Management Budget.
- (s) To appoint solicitors to advise on matters which arise in the management of the Land and the Estate and which necessitate professional legal advice and with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and the Estate or any part thereof (except proceedings relating to the rights or obligations of individual Owners) and in particular but without limiting the foregoing in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Director of Lands or other competent officer to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of High Court (or any provisions amending or in substitution for the same).
- (t) To prevent (by legal action if necessary) any person including an Owner from occupying or using otherwise than in accordance with the written permission of the Manager or the provisions of this Deed or the Government Grant or the Occupation Permit any of the Common Areas.
- (u) To take all steps necessary or expedient for complying with the covenants and conditions contained in the Government Grant and any statutory or Government requirements concerning or relating to the Estate for which no Owner or occupier of the Estate is directly responsible.
- (v) To prevent (by legal action if necessary) and to take action to remedy any

breach by any Owner or other person residing in or visiting the Land of any terms and conditions contained in the Government Grant or this Deed.

- (w) To prevent any person detrimentally altering or injuring any part of the Estate or any of the Common Facilities.
- (x) To demand collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant sub-deed of mutual covenant.
- (y) To pay and discharge out of all monies so collected all outgoings relating to the management of the Estate or incurred by the Manager hereunder.
- (z) Unless otherwise directed by the Owners' Corporation (if formed), to insure and keep insured to the full new reinstatement value in respect of the Common Areas and the Common Facilities and all parts thereof as comprehensively as reasonably possible and in particular against loss or damage by fire or other perils and to effect insurance against public and occupiers' liability and employer's liability in respect of employees employed within or exclusively in connection with the management of the Estate and other liabilities in such items or in such amounts as the Manager may reasonably think fit such insurance to be in the name of the Manager itself for and on behalf of all the Owners according to their respective interests and to pay all premia required to keep such insurance policies in force and updated.
- (aa) To keep proper records of accounts of all expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder as hereinafter provided.
- (ab) To represent the Owners in all matters and dealings with Government or any utility or other competent authority or any other person whomsoever in any way touching or concerning the proper management of the Common Areas and the Common Facilities with power to bind all Owners as to any policy adopted or decision reasonably reached or action taken in relation to any such dealings so long as the same are in accordance with the provisions of this Deed.
- (ac) To commence conduct carry on and defend legal and other proceedings touching or concerning the Land and the Estate or the management thereof in the name of the Manager.
- (ad) To enforce the due observance and performance by the Owners or any person occupying any part of the Estate through under or with the consent of any such Owner of the terms and conditions of this Deed and the House Rules hereunder and to take action including the commencement and conduct 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 and the registration and enforcement of charges as hereinafter mentioned.

- (ae) To enforce the due observance and performance of the House Rules and the Fitting Out Rules.
- (af) To recruit dismiss and employ such staff as may from time to time be required to perform and discharge its duties hereunder on such terms as the Manager shall in its absolute discretion decide and to provide accommodation within the Land uniforms working clothes tools appliance cleaning and other materials and all equipment necessary therefor.
- (ag) To take all reasonable actions to abate any nuisance affecting the Owners and occupiers of the Estate or any Unit of the Estate and for such purpose to enter into any part or Unit of the Estate for the purpose of abating such nuisance.
- (ah) To do all such other things as are reasonably incidental to the management of the Land and the Estate.
- (ai) To repair and keep in good repair and condition the Common Areas and the Common Facilities and when necessary upon reasonable prior written notice (except in case of emergency) to enter into any part or any Unit of the Estate for the purpose of carrying out necessary repairs to the Land and Estate and the Common Areas and the Common Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and the Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expenses repair any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his employees, contractors or agents.
- (aj) Except in accordance with Clause 9 of Section B of this Section VI and subject to the provisions in Schedule 7 to the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), the Manager shall not, in any financial year, enter into any contract that involves (i) amounts in excess of \$200,000.00 (or such other amount as the Secretary for Home Affairs may specify by notice in the Gazette) or (ii) an average annual expenditure of more than 20% of the Management Budget or revised Management Budget (as the case may be) (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser.
- (ak) To manage, control and maintain the parking of cars and other vehicles and the loading and unloading of goods or passenger within and/or in the Common Areas and the flow of vehicular traffic over all roads and other

areas intended for common use and in particular to ensure that the Parking Spaces are used solely for their intended purposes and that the Common Areas and all roads and other areas intended for common use remain unobstructed and to impound cars or other vehicles parked within and/or in the Estate as the Manager shall in its discretion deem necessary to prevent obstruction or otherwise and to impose service charges and/or fee on the driver of such impounded car or vehicle PROVIDED THAT any charges or fee collected thereunder shall be credited to the Special Fund.

- (al) To install in or affix to and use (or permit any person to install in or affix to and use) any part of the Common Areas for the installation, erection and maintenance of flues, pipes, conduits, antennae, chimneys, aerials and/or dish installation (if any), structures and/or other equipment relating to the broadcasting and/or reception of cable and/or satellite television and/or other telecommunication systems, plant, machinery and other apparatus or equipment (all of which upon such installation or erection shall form part of the Common Facilities) and to lease licence install affix erect place and maintain or contract for the leasing, licensing, installation and maintenance of communal radio and/or television aerials and/or satellite master antennae television system and/or cable television system which serve the Estate or any part thereof and such apparatus, equipment, cables, wires, pipes, antennae or structures in relation thereto in accordance with Clause 10 of this Section B of Section VI of this Deed (where appropriate) and for such purposes to apply for all necessary licence(s) or consent(s) from the Government and/or other relevant authorities provided that the written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained prior to the exercise of such rights and that such installation shall not unreasonably affect the enjoyment of the Estate by the Owners and occupiers. Any consideration received therefor shall be credited to the Special Fund.
- (am) Subject to the written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained, to enter into and thereafter change amend vary add to alter or cancel any Deed(s) of Mutual Grant and/or Deed(s) of Mutual Grant and Release and/or any other Deed(s) and/or Agreement(s) whatsoever with any person(s) or corporation(s) in connection with the granting and/or reservations of rights, easements, rights of way, privileges, benefits, obligations and/or any other matters affecting the Land and the Estate and/or any adjoining properties. Such Deed(s) or Agreement(s) shall contain such provisions as the Manager may reasonably deem fit and necessary in the circumstances Provided that the Owners' right to occupy and enjoy their respective Units is not adversely affected Provided further that any consideration received therefor shall be credited to the Special Fund.
- (an) Subject to the written approval by a resolution of Owners at an Owners'

meeting convened under this Deed has been obtained, to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements (whether formal or informal) with the Government or such other parties and upon such terms and conditions and with or without consideration in respect of any part or parts of the Common Areas as the Manager shall reasonably consider necessary to ensure efficient management of the Land and the Estate PROVIDED THAT any charges or fee collected thereunder shall be credited to the Special Fund.

- (ao) Subject to the written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained, to grant right of way or access to the owners or occupiers of any other premises adjoining the Land or to such person or persons and upon such terms and conditions as the Manager may reasonably think fit in respect of the Common Areas and the Common Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT such grant of rights of way or access shall not contravene the terms and conditions contained in the Government Grant.
- (ap) Subject to the written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained, to grant reasonable easements, rights of way, quasi-easements (if any), rights, privileges and/or licences to the Government, the Registered Owner or other owner(s) of any adjacent land and/or adjacent building or any person to use, connect to, construct, lay, maintain, remove, renew and/or replace any roads, passageways, walkways, footpaths, open spaces, nullahs and culverts, sewage treatment plant and facilities, refuse collection and disposal areas and facilities, drainage systems, drains, pipes, cables, irrigation pipes, pumps and other installation apparatus, fittings, chambers, and other equipment and structures at or within the Land and the Estate on such terms as the Manager may reasonably deem fit Provided that the exercise of all or any of the rights herein conferred upon the Manager shall not adversely interfere with an Owner's right to the physical use and occupation of his Unit and Provided Further that all monetary consideration (if any) received therefor pursuant to this sub-clause shall be credited to the Special Fund.
- (aq) To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Common Facilities including the Recreational Facilities and their ancillary facilities, Visitors' Parking Spaces and/or Club House in the Common Areas and Common Facilities and to remove any person thereon who fails to comply with or is in breach of any House Rules/ Club Rules relating to such facilities PROVIDED THAT any charges or fee collected thereunder shall be credited to the Special Fund.
- (ar) Subject to sub-clause (aj) of this clause, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other

professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants and to do all such things as are reasonably incidental to the management of the Estate.

- (as) To have the 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 Government Grant and in accordance with the slope maintenance manual and in particular, in accordance with all guidelines issued from time to time by the appropriate Government Departments regarding the maintenance of the Slopes and Retaining Walls and to collect from the Owners all costs lawfully incurred or to be incurred by it in carrying out such maintenance and repair and such other works. For the purpose of this Clause, the Manager shall include Owners' Corporation, if formed.
- (at) To improve, control, operate and manage the Recreational Facilities/ Club House, irrigation points, lightings, planters, paving and drainage, and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Common Facilities and maintain the same including any access steps staircases and ramps in good and substantial repair and condition.
- (au) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Estate and the external walls, elevations and facade thereof (excluding, for the avoidance of doubt, the external walls forming part of an individual Unit or any part thereof the exclusive use or possession of which the Owner of the individual Unit is entitled to) but excluding windows and window frames except those situated in the Common Areas and Common Facilities PROVIDED HOWEVER THAT the Manager shall have the power at the expense of the Owner concerned to replace broken window glass if any window glass shall be broken and remain unreplaced for seven (7) days after the Manager shall have served a notice on the Owner or occupier of the Unit concerned requiring him to replace the same.
- (av) To construct, operate and/or maintain any drains, channels, drainage system and sewerage system whether within or outside the Land which is required to be constructed, operated and/or maintained pursuant to the provisions of the Government Grant.
- (aw) To make suitable arrangements for the supply, use or provision of water, gas and electricity and any other utility or service.
- (ax) To prevent any person from overloading the floors of the Estate or the lifts in the Estate or any part or parts thereof.

- (ay) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Estate.
- (az) To ensure that all Owners use the water supply properly.
- (ba) To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Estate.
- (bb) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Estate as the Manager shall in its reasonable discretion consider desirable Provided that prior approval by a resolution of Owners at an Owners' meeting convened under this Deed is required for any decorations of the Common Areas and the Common Facilities which involves expenditure in excess of 10% of the current annual Management Budget.
- (bc) To give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed or any relevant sub-deed of mutual covenant provided that the Manager shall act reasonably in giving or withholding such written consent or approval and to impose conditions or additional conditions relating thereto.
- (bd) Subject to the approval of the Owners' Committee or the Owners' Corporation (as the case may be) or as otherwise provided in this Deed, from time to time to compile rules and regulations governing:
 - (i) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;
 - (ii) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat.
- (be) To convene such meetings of the Owners as may be necessary or requisite and to act as secretary to keep the minutes of such meetings.
- (bf) If the Manager shall in its discretion deem fit to operate or contract for the operation of shuttle bus services for the use and benefit of the Owners and residents for the time being of the Estate whether on its own or together with the manager and/or owners of other neighbouring premises and during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of the shuttle bus services such fares as the Manager may think reasonable PROVIDED THAT the written approval by a resolution of Owners at an Owners' meeting convened under this Deed is obtained for the exercise of the right under this sub-clause

and any fares collected thereunder shall be credited to the Special Fund.

- (bg) Without prejudice to the Manager's obligations under this Deed, to appoint or employ agents, contractors or sub-managers which may include professional property management companies to carry out the management, maintenance and operation of the Common Areas and Common Facilities or any part or parts thereof on such terms and conditions as the Manager shall in its discretion think fit. For avoidance of doubt, the Manager shall not assign or transfer any of his duties or obligations under this Deed to such person or company and such person or company shall remain responsible to the Manager. The Manager shall at all times be responsible for the management and control of the whole Estate.
- (bh) To maintain all areas, slopes, open spaces and facilities as are required to be maintained under the provisions of the Government Grant and in the manner as provided therein.
- (bi) Without prejudice to the other powers and duties of the Manager contained herein, to carry out such decoration, renovation, improvement works or such other works whether or not of a cosmetic nature in respect of the Common Areas and the Common Facilities or any part(s) thereof for the purpose of enhancing, upgrading or improving the appearance, condition or amenities of the Estate Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Common Facilities or any improvements to facilities or services which involves expenditure in excess of 10% of the current annual Management Budget.
- (bj) To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and the occupiers of the Estate and to ensure that the 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 shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and the occupiers of the Estate. Such recyclable materials recovered from the waste separation and recovery facilities shall be properly collected, stored and sent for recycling if the Manager considers appropriate and fit to do so. All charges and fees collected thereunder shall be credited to the Special Fund.
- (bk) To organize any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and the occupiers of the Estate and to encourage the Owners and the occupiers of the Estate to participate in such activities with a view to improving the environmental conditions of the Estate.

- (bl) To make House Rules to require the Owners and the occupiers of the Estate to dispose of any rubbish properly for waste separation and recycling purposes.
- (bm) To make House Rules to protect the environment of the Estate and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.
- (bn) To inspect, maintain and carry out all necessary works for the maintenance of the Works and Installations.
- (bo) To have control of the sprinkler system and to control annual inspections of the sprinkler system in the basement units at the expense of the respective affected Owners.
- (bp) To comply with the maintenance obligation provided under Special Condition No.(5)(a)(iii) of the Government Grant until re-delivery of the Green Area to the Government pursuant to Special Condition No.(7) of the Government Grant.
- (bq) To maintain the Yellow Area as referred to in Special Condition (6)(b) of the Government Grant until re-delivery of the Yellow Area to the Government pursuant to Special Condition No.(7) of the Government Grant.
- (br) To carry out all works and comply with the maintenance obligation of the Slope and Retaining Walls, in particular and without limitation, the Green Hatched Black Area provided under Special Condition No.(33)(a) of the Government Grant until the Government gives notice to determine the obligations and rights of the Owners pursuant to Special Condition No.(33)(b) of the Government Grant.
- (bs) To maintain and manage at all times the compensatory planting, transplanting, compensatory landscaping or replanting on any part or parts of the Estate and/or the Land and/or the Green Hatched Black Area (which Green Hatched Black Area is defined in Special Condition No. (33) of the Government Grant) to the satisfaction of the Director of Lands.
- (bt) To inspect, maintain and carry out all necessary works for the maintenance of all Noise Mitigation Measures in accordance with the TNIA.
- (bu) To upkeep the Transformer Rooms in accordance with the provisions and maintenance responsibilities stipulated in the Code of Practice 101 for Distribution Substation Design Version 9.1 issued by CLP Power Hong Kong Limited and any amendment thereto.

- (bv) To comply with the terms of the Government Grant.
- (bw) To make Club Rules to regulate and provide for the use and enjoyment of the Recreational Facilities and the Club House.
- (bx) To make suitable arrangements for the use of lifts within the Estate from time to time including but not limited to designating lifts for removal use and/or controlling the flow of passenger traffic in the lifts.
- (by) To landscape the Land and keep and maintain the landscape works in a safe, clean, neat, tidy, functional and healthy condition pursuant to Special Condition No.(16) of the Government Grant.
- (bz) To maintain and manage all drainage channel within the Estate at all times.

2. In connection with the exercise of or incidental to the Manager's rights mentioned in the preceding Clause 1, each Owner agrees that the Manager may without joining the Owners sign and/or seal and execute such deed(s) or document(s) as it or they reasonably consider(s) necessary or desirable and each Owner do hereby appoint the Manager as his attorney (with full power of delegation and may act through such officers, employees, agents and nominees as the attorney may from time to time appoint) to exercise effect and perform and/or to sign and/or seal and execute any deed(s) and document(s) on his behalf (if necessary in conjunction with the Manager and/or other Owners) and as his act and deed to deliver such deed(s) and document(s) as shall be required in connection with the exercise of such rights by the Manager to effectuate any of the aforesaid purposes and such Owner hereby covenants that he will ratify and confirm all that the Manager as such attorney as aforesaid shall lawfully do or cause to be done by virtue of this Deed and that the power of attorney hereby given shall bind the executor or executors and the administrator or administrators and the successor or successors and assign or assigns of such Owner and shall not be revoked by the death incapacity or the winding up (as the case may be) of such Owner.

3. The Manager shall have power to make House Rules before the formation of the Owners' Committee for the purpose of regulating the use operation and maintenance of the Estate and any of the structures facilities services or amenities thereof and the conduct of persons occupying using or visiting the same. It may (subject to the approval of the Owners' Committee if any) from time to time amend the House Rules. The House Rules and any amendments thereto must not be inconsistent with or contravene the provisions of this Deed, the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) or the conditions of the Government Grant. Such House Rules shall be binding on all of the Owners and their tenants licensees servants or agents. A copy each of the House Rules from time to time in force shall be posted on the public notice board in a prominent place in the Estate and a copy thereof shall be supplied to each Owner on request free of charge.

4. 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 the Owners for the time being.

5. The Manager shall have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner or any person occupying any part of the Estate through under or with the consent of any such Owner of the covenants conditions and provisions of this Deed and of the House Rules made hereunder and of recovering damages for the breach non-observance or non-performance thereof. The provisions of Clause 4 of Subsection E of this Section hereinafter appearing shall apply to all such proceedings.

6. The Manager shall have the right and power to require each Owner to pay a proportionate part of all the expenditure lawfully incurred or to be incurred for the provision, operation, necessary repair, decoration, renovation, improvement, management, upkeep and maintenance of the Slopes and Retaining Walls and related structure and the Common Areas and Common Facilities as provided in this Deed Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Common Facilities which involves expenditure in excess of 10% of the current annual Management Budget.

7. The Manager shall not be made personally liable for carrying out any requirements of the slope maintenance and related works and the maintenance obligations of the Green Area and the Yellow Area under Special Conditions Nos. (5)(a)(iii) and (6)(b) of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, he has not been able to collect the costs of the required works from all Owners.

8. Notwithstanding any provision to the contrary herein contained, the Manager's rights and duties to manage the Estate shall not include carrying out any improvements to facilities or services which involve expenditure in excess of 10% of the current annual Management Budget except with the prior approval by resolution of Owners at the meeting of Owners convened under this Deed.

9. (a) Subject to sub-clauses (b) and (c) of this Clause 9, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods, or services the value of which exceeds or likely to exceed the amount of HK\$200,000.00 (or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette) unless :-

- (i) the supplies, goods or services are procured by invitation to tender; and
- (ii) the procurement complies with the standards and guidelines as may be specified in the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong).

- (b) Subject to sub-clause (c) of this Clause 9, the Manager or the Owners' Committee 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 an amount which is equivalent to 20% of the annual Management Budget (or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette) unless :-
- (i) if there is an Owners' Corporation-
- (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the standards and guidelines as may be specified in the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong); 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 a no Owners' Corporation-
- (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the standards and guidelines as may be specified in the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong); and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at an Owners' meeting convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) of this Clause 9 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 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 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 an Owners' meeting 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.

10. Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions:-

- (i) the term of the contract will not exceed 3 years;
- (ii) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and
- (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.

11. No Manager will have the right to re-convert or re-designate the Common Areas to its own use or benefit.

12. The Manager as long as it remains Manager shall at all times comply with the terms of the conditions of the Government Grant.

C. Manager's Remuneration

1. The Manager's Remuneration shall not exceed fifteen percent (15%) per annum (subject to variation only by resolution of the Owners at meetings of the Owners convened under this Deed) of the total annual management expenditure of the Land and the Estate (excluding the Manager's Remuneration itself and any capital expenditure (or expenditure drawn out of the Special Fund as referred to in Clause 9 of Subsection D of this

Section VI)) necessarily and reasonably incurred in the management of the Land and the Estate provided that by a resolution of the 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 a rate not exceeding 15% per annum (subject to variation only by resolution of the Owners at meetings of the Owners convened under this Deed) of the total annual management expenditure of the Land and the Estate (excluding the Manager's Remuneration itself and any capital expenditure (or expenditure drawn out of the Special Fund as referred to in Clause 9 of Subsection D of this Section VI)) necessarily and reasonably incurred in the management of the Land and the Estate or at such lower rate as considered appropriate by the Owners. The Manager's Remuneration shall be paid in advance and the manner on how the Manager's Remuneration is paid shall be determined by the Owners and the Manager and may be reviewed and changed from time to time by a majority resolution passed at a meeting of the Owners held pursuant to this Deed. Any over-payment of the Manager's Remuneration in the year in question shall be refunded and be paid by the Manager into the management fund within 21 days of the completion of the auditing of the annual accounts for such year as provided under Clause 5 of Subsection H of this Section and any adjustment payment that needs to be made by the Owners to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year calculated in accordance with the first sentence of this clause shall likewise be made within 21 days of the completion of the auditing of the annual accounts for such year.

2. The sums payable to the Manager under the provisions aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs and expenses for any staff, facilities, accountancy services or other professional supervision for the Land and the Estate which costs and expenses shall be a direct charge upon the management fund or the Special Fund as appropriate.

3. Subject to Subsection D of this Section VI, the total amount of management expenses payable by the Owners during any period of 12 months of a financial year in respect of the management of the Estate shall be the total proposed expenditure during that year as specified by the Manager in accordance with Clause 1 of Subsection D of this Section VI.

D. Management Budget and Contribution by Owners

1. (a) The Manager shall prepare a draft annual budget for the ensuing financial year for the purpose of determining the contributions respectively payable by the Owners and such draft budget shall show all the estimated management expenditure of the Land and the Estate for the ensuing financial year.
- (b) A copy of the draft Management Budget shall be sent to the Owners' Committee or, where there is no Owners' Committee, shall be displayed in a prominent place in the Estate and caused it to remain so displayed for at least 7 consecutive days, together with a notice inviting each Owner to send his comments to the Manager within a period of 14 days from the date the draft

Management Budget was sent or first displayed.

- (c) After the end of the 14-day period, the Manager shall prepare the Management Budget specifying the total estimated management expenditure for the ensuing financial year and send a copy to the Owners' Committee or, where there is no Owners' Committee, display a copy in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days.
- (d) If the Manager has not complied with sub-clauses (a), (b) and (c) of this Clause 1 before the start of a financial year (other than the first financial year), the total amount of management expenditure for that year shall, until the Manager has so complied, be deemed to be the same as the previous financial year. If the aforesaid have been complied with, the amount which the Owners shall contribute shall be calculated and adjusted accordingly.
- (e) Where a Management Budget has been sent or displayed in accordance with sub-clause (c) of this Clause 1 and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised Management Budget as apply to the draft Management Budget and Management Budget by virtue of sub-clauses (a), (b) and (c) of this Clause 1.
- (f) Where a revised Management Budget is sent or displayed in accordance with sub-clause (e) of this Clause 1, the total amount of management expenditure for that financial year shall be the total management expenditure or the estimated management expenditure specified in the revised Management Budget and the amount that Owners shall contribute towards the management expenditure shall be calculated and adjusted accordingly.
- (g) If there is an Owners' Corporation and, within a period of 1 month from the date that a Management Budget or revised Management Budget for a financial year is sent or first displayed in accordance with sub-clauses (a), (b), (c) or (e) of this Clause 1, the Owners' Corporation decides, by a resolution of the Owners, to reject the Management Budget or revised Management Budget, as the case may be, the total amount of management expenditure for the financial year shall, until another Management Budget or revised Management Budget is sent or displayed in accordance with sub-clauses (a), (b), (c) or (e) of this Clause 1 and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenditure (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (h) The Manager shall supply any Owner with a copy of any draft Management Budget or Management Budget or revised Management Budget on request and upon payment of a reasonable copying charge PROVIDED THAT any charges or fee collected thereunder shall be credited to the Special Fund.

2. The financial year for the purposes of the Management Budget shall be from 1st January to 31st December in each year (both days inclusive). The first Management Budget shall be prepared by the Manager before the date falling one month after the date of this Deed and shall cover the period from the date of this Deed until, if such date is on or before 30th June of the year, 31st December of that year, or if such date is after 30th June of the year, until 31st December of the following year.

3. The management expenditure in the Management Budget shall include but not be limited to the following:

- (a) Government Rents for the whole of the Land if there is no separate assessment or apportionment for individual Units;
- (b) The premia payable for the insurance of the Common Areas and the Common Facilities against fire and other perils, third party and property owners' liability, employers' liability and other liabilities as the Manager deems fit;
- (c) Charges for the supply and consumption of water, gas, electricity, telephone, central air-conditioning (if any) and other utilities to in and for, and any similar charges in connection with the management and maintenance of the Land and the Estate other than the Units;
- (d) The cost and expenses incurred in the maintenance of the Green Area, the Yellow Area and the Green Hatched Black Area under Special Conditions Nos.(5)(a)(iii), 6(b) and (33)(a) respectively, and the cost and expenses of inspecting and maintaining the foundations, columns and other structures constructed or to be constructed for the support of the Estate and such other areas ;
- (e) The costs of lighting, air-conditioning, repairing, maintaining, cleaning, painting, decorating and keeping in good condition any parts of the Common Areas, the Common Facilities or any part thereof;
- (f) The costs of operating the Common Facilities;
- (g) Remuneration for accountants, caretakers, security guards, watchmen, cleaners and attendants and such other staff as may be required for the proper management of the Land and the Estate together with any expenses that may be required for training the said staff;
- (h) The costs of refuse collection, storage and disposal in respect of the Land and the Estate;
- (i) Such legal or other fees and costs which may be reasonably and properly incurred by the Manager in the performance of any duty or in the exercise of

any power hereunder;

- (j) The costs of preparing annual accounts for the Owners and of having the same properly audited by an independent certified public accountant;
- (k) The Manager's Remuneration;
- (l) The costs of maintenance and/or repair works described in Clause l(au) of Sub-Section B of Section VI of this Deed;
- (m) The expenses for cultivation, irrigation and maintenance of the planters and landscaped gardens and areas in respect of the Land and the Estate;
- (n) Any other costs, charges and expenses reasonably and necessarily incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or under any sub-deed or sub-deeds of mutual covenant in respect of any part or parts of the Land and the Estate;
- (o) The cost and expenses of constructing and maintaining drains, nullahs, sewers, pipes, watermains and channels whether within or outside the Land that are required to be maintained under the Government Grant;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature, which shall be payable out of the Special Fund hereinafter mentioned. Costs, charges and expenses of a capital nature or of a kind not expected to be incurred annually shall include, but is not limited to expenses for the renovation, improvement and repair of the Common Areas and the Common Facilities, the purchase, setting up, addition, the establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within the Common Areas and the Common Facilities and the costs of the relevant investigation works and professional services Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget.

4. Each annual Management Budget shall be divided into the following parts:

- (i) Part A shall cover the estimated management expenditure which in the opinion of the Manager are attributable to the management and maintenance of the Estate Common Areas and the Estate Common Facilities or for the benefit of all the Owners (excluding those estimated management expenditure contained in Part B, Part C, Part D, Part E and Part F of the Management Budget);
- (ii) Part B shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the management and maintenance of the General Residential Common Areas and the General

Residential Common Facilities or solely for the benefit of all the Owners of the Residential Units of Blocks 1, 2 and 3 including but not limited to the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Recreational Facilities and, for the avoidance of doubt, Part B shall also contain such parts of the estimated management expenditure in respect of the Car Park Common Areas and Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces;

- (iii) Part C shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the management and maintenance of the Residential Common Areas for Block 1 and the Residential Common Facilities for Block 1 or solely for the benefit of all the Owners of the Residential Units of Block 1;
- (iv) Part D shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the management and maintenance of the Residential Common Areas for Block 2 and the Residential Common Facilities for Block 2 or solely for the benefit of all the Owners of the Residential Units of Block 2;
- (v) Part E shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the management and maintenance of the Residential Common Areas for Block 3 and the Residential Common Facilities for Block 3 or solely for the benefit of all the Owners of the Residential Units of Block 3; and
- (vi) Part F shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the management and maintenance of the Car Park Common Areas and the Car Park Common Facilities or solely for the benefit of all the Owners of the Parking Spaces excluding for the avoidance of doubt, parts of the estimated management expenditure in respect of the Car Park Common Areas and Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces which shall be treated as falling within Part B of the annual Management Budget.

For the avoidance of doubt :

- (A) it is expressly agreed and declared that each of the above six budgets shall be treated as completely separate and independent to the intent that any surplus or deficit in one account shall not be taken into account in any other account;
- (B) it is expressly agreed and declared that as between the General Residential Management Budget, and as between the Block 1 Management Budget, and as between the Block 2 Management Budget, and as between the Block 3 Management Budget, each and every Budget shall be treated as completely

separate and independent to the intent that any surplus or deficit in one account shall not be taken into account in any other account; and

- (C) the estimated management expenditure attributable to the use of the Visitors' Parking Spaces, including but without limitation to the use and passage of the ramps and driveways of the Car Park for the purpose of access to and from the Visitors' Parking Spaces, shall be paid by the Manager on behalf of the Owners of the Residential Units out of the account of the General Residential Management Budget by transferring the amount of such management expenditure to the account of the Car Park Management Budget on a monthly basis.

5. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the following principles:

- (a) Each Owner of a Unit of the Estate shall contribute to the amount assessed under Part A of the annual Management Budget in the proportion which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Estate;
- (b) Each Owner of a Residential Unit of the Estate shall contribute to the amount assessed under Part B of the annual Management Budget in the proportion which the number of the Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Estate;
- (c) Each Owner of the Residential Units of Block 1 in addition to the amount payable under (a) and (b) above shall in respect of each Residential Unit of Block 1 of which he is the Owner contribute to the amount assessed under Part C of the annual Management Budget in the proportion which the number of Management Shares allocated to his Residential Unit of Block 1 bears to the total number of the Management Shares allocated to all Residential Units of Block 1 of and in the Estate; and
- (d) Each Owner of the Residential Units of Block 2 in addition to the amount payable under (a) and (b) above shall in respect of each Residential Unit of Block 2 of which he is the Owner contribute to the amount assessed under Part D of the annual Management Budget in the proportion which the number of Management Shares allocated to his Residential Unit of Block 2 bears to the total number of the Management Shares allocated to all Residential Units of Block 2 of and in the Estate; and
- (e) Each Owner of the Residential Units of Block 3 in addition to the amount payable under (a) and (b) above shall in respect of each Residential Unit of Block 3 of which he is the Owner contribute to the amount assessed under Part E of the annual Management Budget in the proportion which the number of Management Shares allocated to his Residential Unit of Block 3 bears to

the total number of the Management Shares allocated to all Residential Units of Block 3 of and in the Estate; and

- (f) Each Owner in addition to the amount payable under (a) above shall in respect of each Parking Space of which he is the owner contribute to the amount assessed under Part F of the annual Management Budget in the proportion which the number of Management Shares allocated to his Parking Space bears to the total number of Management Shares allocated to all Parking Spaces of and in the Estate.

Provided however that notwithstanding any provisions to the contrary herein contained no Owner may be called upon to pay more than his appropriate share of the management expenditure having regard to the number of Management Shares allocated to his Unit. The Registered Owner shall make payments and contributions towards the management expenditure which are of recurrent nature in respect of those Units and undivided shares unsold provided that it shall not be obliged to make the payments and contributions aforesaid in respect of the Units and the undivided shares allocated to any separate building(s) or phase(s) of the Estate the construction of which has not been completed except to the extent that such uncompleted separate building(s) or phase(s) benefit(s) from the provisions of this Deed as to management and maintenance of the Estate. All outgoings including management expenses and any Government rent up to and inclusive of the date of assignment of the Units shall be paid by the Registered Owner. An Owner must not be required to make any payment or reimburse the Registered Owner for these outgoings.

6. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the provisions of this Deed and shall determine the time and place of payment and unless otherwise determined by the Manager each Owner shall on the first day of each and every calendar month (whether legally demanded or not) pay to the Manager a sum representing one-twelfth of such Owner's liability to contribute to the management expenditure for that year.

- 7. (a) Without prejudice to the proviso in Clause 5 of this Subsection, in the event of a deficiency occurring or seeming to the Manager likely to occur or if there shall be any change in circumstances which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) require any revision to the Management Budget, the Manager may at any time during the financial year prepare a revised Management Budget in accordance with the procedures set out in Clauses 1(b) and (c) of Subsection D of this Section. A revised Management Budget may be further revised as often as the Manager considers reasonably necessary.
- (b) The Manager shall also have the power, in the event of a revised Management Budget completed pursuant to and in accordance with sub-clause (a) hereof, to add to the amount to be contributed monthly by any Owner such additional amount as shall be necessary to meet revised estimated expenditure in any financial year to the intent that any such

amounts shall form part of the monthly contribution of such Owner to the management expenditure and be recoverable accordingly.

8. Notwithstanding any provision to the contrary herein contained, the Manager shall be entitled in its discretion:

- (a) to charge the Owners a reasonable administrative fee for granting and processing any consent required from the Manager pursuant to these presents;
- (b) to charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris;
- (c) from time to time to make rules and regulations governing the supply and use of electricity air-conditioning water to the Common Areas and the Common Facilities, 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 Government;

Provided always that all monies fees or charges received by the Manager under the provisions of this Clause shall be held by the Manager on trust for all the Owners for the time being and shall be credited to the Special Fund.

9. (a) Upon execution of this Deed, there shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Estate Common Areas, the Estate Common Facilities and any areas or facilities whether within or outside the Land that are required to be maintained by the Owners under the Government Grant for payment of expenses of a capital nature or of a kind not expected by the Manager to be incurred annually and shall include, but is not limited to expenses for the renovation, improvement and repair of the Estate Common Areas and the Estate Common Facilities, the purchase, setting up, addition, establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within the Estate Common Areas and the Estate Common Facilities and the costs of the relevant investigation works and professional services. Prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget. Apart from the payment of the sum referred to in Clause E1(c) of Section VI hereof for establishment of the sub-category of the Special Fund referred to in this Clause, each Owner of a Unit, including the Registered Owner so long as Clause E2 of Section VI hereof is still applicable, shall pay to the Manager on such date and year such sum proportionate to the number of Management Shares allocated to his Unit as

shall be necessary to maintain such sub-category of the Special Fund at such level as the Manager shall deem appropriate provided that the amount of such sum and the time when such sum shall be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.

- (b) Upon execution of this Deed, there shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the General Residential Common Areas and the General Residential Common Facilities for payment of expenses of a capital nature or of a kind not expected by the Manager to be incurred annually and shall include, but is not limited to expenses for the renovation, improvement and repair of the General Residential Common Areas and the General Residential Common Facilities, the purchase, setting up, addition, establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within the General Residential Common Areas and the General Residential Common Facilities and the costs of the relevant investigation works and professional services and such parts of such expenses in respect of the Car Park Common Areas and the Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces. Prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget. Apart from the payment of the sum referred to in Clause E1(c) of Section VI hereof for establishment of the sub-category of the Special Fund referred to in this Clause, each Owner of a Residential Unit, including the Registered Owner so long as Clause E2 of Section VI hereof is still applicable, shall pay to the Manager on such date and year such sum proportionate to the number of Management Shares allocated to his Residential Unit as shall be necessary to maintain such sub-category of the Special Fund at such level as the Manager shall deem appropriate provided that the amount of such sum and the time when such sum shall be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.
- (c) Upon execution of this Deed, there shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Residential Common Areas for Block 1 and Residential Common Facilities for Block 1 for payment of expenses of a capital nature or of a kind not expected by the Manager to be incurred annually and shall include, but is not limited to expenses for the renovation, improvement and repair of the Residential Common Areas for Block 1 and Resident Common Facilities for Block 1, the purchase, setting up, addition, establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within the Residential Common Areas for Block 1 and Residential Common Facilities for Block 1 and the costs of the relevant investigation works and professional service. Prior approval by a resolution of the Owners at an Owners'

meeting convened under this Deed is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget. Apart from the payment of the sum referred to in Clause E1(c) of Section VI hereof for establishment of the sub-category of the Special Fund referred to in this Clause, each Owner of a Residential Unit of Block 1, including the Registered Owner so long as Clause E2 of Section VI hereof is still applicable, shall pay to the Manager on such date and year such sum proportionate to the number of Management Shares allocated to his Residential Unit of Block 1 as shall be necessary to maintain such sub-category of the Special Fund at such level as the Manager shall deem appropriate provided that the amount of such sum and the time when such sum shall be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.

- (d) Upon execution of this Deed, there shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Residential Common Areas for Block 2 and the Residential Common Facilities for Block 2 for payment of expenses of a capital nature or of a kind not expected by the Manager to be incurred annually and shall include, but is not limited to expenses for the renovation, improvement and repair of the Residential Common Areas Block 2 and the Residential Common Facilities for Block 2, the purchase, setting up, addition, establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within the Residential Common Areas for Block 2 and the Residential Common Facilities for Block 2. Prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget. Apart from the payment of the sum referred to in Clause E1(c) of Section VI hereof for establishment of the sub-category of the Special Fund referred to in this Clause, each Owner of a Residential Unit of Block 2, including the Registered Owner so long as Clause E2 of Section VI hereof is still applicable, shall pay to the Manager on such date and year such sum proportionate to the number of Management Shares allocated to his Residential Unit of Block 2 as shall be necessary to maintain such sub-category of the Special Fund at such level as the Manager shall deem appropriate provided that the amount of such sum and the time when such sum shall be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.
- (e) Upon execution of this Deed, there shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Residential Common Areas for Block 3 and the Residential Common Facilities for Block 3 for payment of expenses of a capital nature or of a kind not expected by the Manager to be incurred annually and shall include, but is not limited to expenses for the renovation, improvement and repair of the Residential Common Areas Block 3 and the Residential Common Facilities for Block 3,

the purchase, setting up, addition, establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within the Residential Common Areas for Block 3 and the Residential Common Facilities for Block 3. Prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget. Apart from the payment of the sum referred to in Clause E1(c) of Section VI hereof for establishment of the sub-category of the Special Fund referred to in this Clause, each Owner of a Residential Unit of Block 3, including the Registered Owner so long as Clause E2 of Section VI hereof is still applicable, shall pay to the Manager on such date and year such sum proportionate to the number of Management Shares allocated to his Residential Unit of Block 3 as shall be necessary to maintain such sub-category of the Special Fund at such level as the Manager shall deem appropriate provided that the amount of such sum and the time when such sum shall be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.

- (f) Upon execution of this Deed, there shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Car Park Common Areas and the Car Park Common Facilities for payment of expenses of a capital nature or of a kind not expected by the Manager to be incurred annually and shall include, but is not limited to expenses for the renovation, improvement and repair of the Car Park Common Areas and the Car Park Common Facilities, the purchase, setting up, addition, establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within the Car Park Common Areas and the Car Park Common Facilities and the costs of the relevant investigation works and professional services and shall exclude such parts of such expenses which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces which shall be covered by the Special Fund in respect of the General Residential Common Areas and the General Residential Common Facilities. Prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget. Apart from the payment of the sum referred to in Clause E1(c) of Section VI hereof for establishment of the sub-category of the Special Fund referred to in this Clause, each Owner of a Parking Space, including the Registered Owner so long as Clause E2 of Section VI hereof is still applicable, shall pay to the Manager on such date and year such sum proportionate to the number of Management Shares allocated to his Parking Space as shall be necessary to maintain such sub-category of the Special Fund at such level as the Manager shall deem appropriate provided that the amount of such sum and the time when such sum shall be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.

- (g) Each of the sub-category of the Special Fund shall be deposited in an interest bearing account at a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) the title of which shall refer to the relevant sub-category of the Special Fund for the Estate and that account shall be used exclusively for the purposes referred to in sub-clauses (a), (b), (c), (d), (e) or (f) above (as the case may be) and held by the Manager on trust of all Owners. All sums in each sub-category of such Special Fund shall be the property of the Owners. Reference shall be made to each sub-category of the Special Fund in the annual accounts in respect of the management of the Estate and an estimate shall be made in such accounts of the time when there will be a need to draw on the sub-category of the Special Fund, and the amount of money that will be then needed.
- (h) Each Owner shall covenant with the other Owners that he shall make further periodic contributions to the relevant sub-category of the Special Fund. The Owners shall by a resolution of Owners at an Owners' meeting convened under this Deed decide the amounts to be contributed by the Owners to the sub-category of the Special Fund established under Clause 9(a) of this Section above for the ensuing financial year and the time when those contributions will be payable. The respective Owners of the Residential Units and the Parking Spaces shall by a resolution of Owners of the Residential Units and by a resolution of Owners of the Parking Spaces (as the case may be) at a meeting of the Owners of such relevant part convened under this Deed decide the amounts to be contributed by Owners of such relevant sub-category of the Special Fund established under Clauses 9(b), 9(c), 9(d), 9(e) and 9(f) of this Section above (as the case may be) for the ensuing financial year and the time when those contributions will be payable. The respective meetings of the Owners of the Residential Units and the Parking Spaces referred to in this sub-clause shall closely adopt the relevant procedures set out in Sub-section A of Section VII (excluding Clause 12 and Clause 13 thereof) of this Deed Provided that the reference to "the Owners of the Estate" or "the Owners" in Sub-section A of Section VII shall be construed to read as "Owners of the Residential Units or Owners of the Residential Units of Block 1 or Owners of the Residential Units of Block 2 or Owners of the Residential Units of Block 3 or Owners of the Parking Spaces" (as the case may be).
- (i) Except in a situation considered by the Manager to be an emergency and subject to Clause 1(e) of Sub-section A, Clause 1(e) of Sub-section B and Clauses 1(e) of Sub-section C of Section III of this Deed, money must not 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 Estate.

- (j) The payments made by the Owners towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
- (k) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners at an Owners' meeting, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- (l) Without prejudice to the generality of Clause 9(g) of this Subsection D of this Section VI, 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 Special Fund.
- (m) The Manager shall display a document showing evidence of any account opened and maintained under Clause 9(g) or Clause 9(l) of this Subsection D of this Section VI above in a prominent place in the Estate.
- (n) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under Clauses 9(g) of this Subsection D above or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 9(l) of this Subsection D above.

E. Security for and recovery of moneys due to Manager

1. The first Owner of each Unit (except where the Registered Owner has made payments as provided in Clause 2 hereunder) shall upon the assignment of the Unit from the Registered Owner :

- (a) 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 equivalent to one month's monthly contribution of the first year's budgeted management expenses and such sum shall not be used to set off against monthly contribution of the management expenses or any other contributions to be made by him and such sum is non-refundable but transferable; and
- (b) pay to the Manager a sum equivalent to two months' contribution of the first year's budgeted management expenses as payment in advance of the first two months' contribution of the first year's budgeted management expenses and such sum is neither refundable nor transferable;
- (c) pay to the Manager a sum equivalent to two months' monthly contribution of the first year's budgeted management expenses as his initial contribution to the Special Fund (in respect of such contribution, the Manager shall

reasonably apportion and apply (i) such part of the initial contribution towards establishment of the sub-category of the Special Fund in respect of the Estate Common Areas and the Estate Common Facilities more particularly referred to in Clause D9(a) of this Section above and (ii) such part of such initial contribution towards the establishment of the sub-category of the Special Fund in respect of the General Residential Common Areas and the General Residential Common Facilities more particularly referred to in Clause D9(b) of this Section above and (iii) such part of such initial contribution towards the establishment of the sub-category of the Special Fund in respect of the Residential Common Areas for Block 1 and the Residential Common Facilities for Block 1 more particularly referred to in Clause D9(c) of this Section above and (iv) such part of such initial contribution towards the establishment of the sub-category of the Special Fund in respect of the Residential Common Areas for Block 2 and the Residential Common Facilities for Block 2 more particularly referred to in Clause D9(d) of this Section above and (v) such part of such initial contribution towards the establishment of the sub-category of the Special Fund in respect of the Residential Common Areas for Block 3 and the Residential Common Facilities for Block 3 more particularly referred to in Clause D9(e) of this Section above and the remaining part of such initial contribution towards the establishment of the sub-category of the Special Fund in respect of the Car Park Common Areas and the Car Park Common Facilities more particularly referred to in Clause D9(f) of this Section above respectively) and such sum is neither refundable nor transferable; and

- (d) pay to the Manager a non-refundable and non-transferable debris removal fee in the sum equivalent to not more than one month's contribution of the first year's budgeted management expenses as shall be determined by the Manager which shall be applied by the Manager towards the cost of removal from the Estate of any debris or rubbish which may accumulate as a result of the initial fitting-out of the Units. For the avoidance of doubt, the Owners of the Parking Spaces shall not be liable to pay any debris removal fee as mentioned in this sub-clause. Any debris removal fee paid but not used for debris removal shall be paid into and form part of the sub-category of the Special Fund referred to in Clause D9(b) of this Section.

2. The Registered Owner shall also pay to the Manager the amounts payable under the preceding Clauses 1(a), (c) and (d) of this Subsection if he remains the owner of those undivided shares allocated to the Units in that part of the Estate the construction of which has been completed and which remain unsold 3 months after (i) the date of execution of this Deed, or (ii) the date on which the Registered Owner is in a position to validly assign those undivided shares, whichever is the later. For the avoidance of doubt, the Registered Owner shall be entitled to recover the deposit made under Clause 1(a) of this Subsection from the assignee(s) of the said unsold Unit(s).

3. If any Owner shall fail to pay any amount due and payable hereunder within 30 days of the date on which the demand is made, he shall further pay to the Manager:

- (a) Interest on the amount unpaid calculated from the due date of payment at a rate of not exceeding two per cent per annum above the prime rate from time to time specified by the Hongkong and Shanghai Banking Corporation Limited; and
- (b) A collection charge of not exceeding ten per cent of the amount due to cover the cost (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

All interest and collection charges received must be credited to the Special Fund.

4. All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses incurred in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager and the claim in any such action may include a claim for the solicitor and own client costs of the Manager in such action. In any such action the Manager shall conclusively be deemed to be acting as the agent or agents for and on behalf of the Owners as a whole and no Owner sued under the provisions of this Deed shall take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

5. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within 30 days of the date on which the same became payable the amount thereof together with interest as aforesaid and the said collection charge and 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 of this Subsection and in registering the charge hereinafter referred to shall stand charged on the undivided share(s) 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(s) and the Unit or Units held therewith of the defaulting Owner. Such charge shall remain enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied. In addition, the Manager may discontinue providing management services to the Owners who fail to pay fees or to comply with any other provisions under this Deed.

6. Any charge registered in accordance with the last preceding paragraph shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the undivided share(s) of the defaulting Owner together with the right to the exclusive use occupation and enjoyment of the Unit held therewith and the provisions of Clause 4 of this Subsection shall apply equally to any such action.

F. Application of monies received by Manager

1. Subject to Section VIII hereof, all insurance moneys compensation received or damages recoverable by the Manager in respect of any damage or loss suffered in respect of any part of the Land and the Estate shall be expended by the Manager in the repair rebuilding or reinstatement of that part of the Land and the Estate.

2. Where any compensation damages costs or expenses are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which claim has been made against the Owners or any of them as provided in Clause 4 of Subsection E of this Section, the same shall after deduction of any costs or expenses incurred by the Manager in recovering the same be credited to the accounts of those Owners against whom a claim has been made in the same proportions as such claim.

3. Notwithstanding any terms in this Deed, all moneys paid to the Manager by way of interest and collection charges shall be credited to the Special Fund.

4. The Manager shall have the right to apportion such sums received by him which are required to be credited to the Special Fund into the account(s) of any one or more sub-category(ies) of the Special Fund as the Manager shall reasonably determine.

G. Owners' interest in Fund

Any person ceasing to be an Owner of any undivided share(s) in the Land and the Estate shall thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clause 1(a) of Subsection E of this Section and the Special Fund to the intent that all such funds shall be held and applied for the management of the Land and the Estate irrespective of changes in the ownership of the undivided share(s) in the Land and the Estate PROVIDED that any deposit paid under Clause 1(a) of Subsection E of this Section shall be transferred into the name of the new Owner of such undivided share(s) AND PROVIDED further that upon the Land reverting to the Government or no renewal of the Government Grant being obtainable or upon the rights and obligations hereunder being extinguished as provided in Section VIII hereof, any balance of the said funds or in the case of extinguishment of rights and obligations as aforesaid an appropriate part of the said funds shall be divided between the then Owners of the Estate in proportion to the respective contributions made by them or their respective predecessors under the provisions of Subsection D of this Section 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.

H. Management records and Accounts

1. The Manager may change the financial year once only in every five years (unless otherwise approved by the Owners' Committee (if any)) by giving 3 months' notice in writing in advance to the Owners.

2. The Manager shall open and maintain an interest-bearing account at a licensed bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) and shall use that account exclusively in respect of the management of the Estate. 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 Estate. All monies and deposits collected by the Manager in the exercise of its powers and duties hereunder shall be held by the Manager on trust for and on behalf of all the Owners and be paid into the interest-bearing bank account, the title of which shall refer to the management of the Land and the Estate and shall only be used for the good and efficient management of the Land and the Estate (save and except that the Manager may retain or pay into a current account a reasonable amount to cover expenditure of a minor nature as is from time to time determined by a resolution of the Owners' Committee (if any) Provided that such retention of a reasonable amount or the payment of that amount into a current account as aforesaid 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)). The Manager shall without delay pay all money received by him in respect of the management of the Estate into the respective account opened and maintained as aforesaid. The Manager shall display a document showing evidence of any account opened and maintained under this Clause 2 in a prominent place in the Estate.

3. The Manager shall keep true and proper books or records of account and other financial records of all monies received or expended in the exercise of its powers and duties hereunder and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years.

4. Within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a detailed summary of the income and expenditure and a balance sheet in respect of its management of the Land and the Estate within that period and shall exhibit the same in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days.

5. Within 2 months after the close of each financial year, the Manager shall prepare annual accounts comprising income and expenditure accounts and balance sheet in respect of the preceding financial year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days. Such accounts shall be audited by auditors appointed by the Manager provided always that prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require such annual accounts to be audited by an independent auditor of their choice. Each annual account shall include details of the Special Fund required by Clause 9 of Subsection D of this Section and an estimate of the time when there will be a need to draw on that fund, and the amount of money that will be then needed.

6. The Manager shall upon request and upon the payment of a reasonable copying charge send to each Owner a copy of any books or records of account at any time after the same shall have been prepared as herein provided provided that all charges collected thereunder shall be credited to the Special Fund.

7. The Manager shall upon reasonable notice permit the Owners to inspect the books or records of account and any of the accounts or balance sheet prepared pursuant hereto and to take extracts therefrom.

8. The Manager shall have power to appoint a firm of Certified Public Accountants to audit the accounts and records of the Manager concerning the management of the Estate and to certify the annual accounts prepared in accordance with the foregoing clauses and the accountant's fees shall be part of the management expenditure. The Manager shall further have power to replace such firm and to appoint another firm in their place as it may deem necessary from time to time provided that the Owners' Committee or the Owners at a meeting of the Owners may choose to appoint an auditor of their choice from time to time. 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 the resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and

- (a) 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
 - (b) 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.
9. (a) Subject to sub-clause (b) of this Clause 9, if the Manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within 14 days of the date his appointment ends, deliver to the Owners' Committee (if any) or the manager appointed in his place any movable property in respect of the control, management and administration of the Estate that is under his control or in his custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the Manager's appointment ends for any reason, he shall within 2 months of the date his appointment ends:
- (i) prepare:
 - (1) an income and expenditure account for the period beginning with

- the commencement of the financial year in which his appointment ends and ending on the date his appointment ends; and
- (2) a balance sheet as at the date his appointment ends,

and shall arrange for that account and balance sheet to be audited by an 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 accountant or other independent auditor as may be chosen by the Manager; and

- (ii) deliver to the Owners' Committee (if any) or the manager appointed in his place any books or records of account, papers, documents, plans and other records which are required for the purpose of the preceding sub-clause (b)(i) of this Clause 9 and have not been delivered under sub-clause (a) of this Clause 9.

10. Subject to Clause 6(c) of Section X of this Deed, on termination of the Manager's appointment, the Manager must assign the undivided shares in the Common Areas and the Common Facilities free of costs or consideration to its successor in office as the Manager who must hold the said undivided shares on trust for the benefit of all the Owners.

SECTION VII

A. Meetings of the Owners

1. An Annual General Meeting of the Owners of the Estate shall be held at least once a year commencing with the year following that in which the Occupation Permit is issued. The Owners of the Estate may meet from time to time as occasion may require to discuss and decide matters concerning the management of the Land and the Estate.

2. A meeting of the Owners of the Estate may be validly convened by the Manager or by the Owners' Committee or by an Owner appointed to convene such a meeting by the Owners of not less than 5% of all the undivided shares in aggregate in the Land and the Estate by at least 14 days' prior notice in writing to the Owners specifying the date, time and place of the meeting, the subjects to be discussed and the resolutions (if any) that are to be proposed at the meeting. The notice of meeting referred in this Clause 2 may be given :

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

3. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and 10% of the Owners shall be a quorum. For the purpose of this clause, 10% of the Owners shall mean 10% of the number of the Owners without regard to their ownership of any particular percentage of the total number of undivided shares of the Estate and shall not be construed as the Owners of 10% of the undivided shares in aggregate.

4. The only persons entitled to attend any such meeting and vote thereat shall be Owners of the Estate or the representative or representatives of the Owner or Owners of the Estate duly appointed by the Owner or Owners in writing.

5. The Chairman of the Owners' Committee shall be the chairman of the meeting. If the meeting is convened by the Manager or an Owner appointed as mentioned in Clause 2 of this Subsection A, the person convening the meeting shall be the chairman of the meeting.

6. All resolutions passed at such meeting by a majority of the Owners present in person or by proxy and voting shall be binding on all the Owners and the Manager of the Estate Provided that such resolutions shall not be contrary to any of the covenants terms and conditions contained in these presents and the Government Grant.

7. A resolution put to the vote of the meeting shall be decided by majority of votes by a poll to be taken at such time and in such manner as the Manager shall direct.

8. Subject to Clause 14 of this Subsection A, every Owner entitled to be present and actually present at the meeting shall have one vote for every undivided share held by him.

9. In the case of Owners who together are entitled to one undivided share such Owners shall jointly have one vote for each undivided share and the vote in respect of that share may be cast by a proxy jointly appointed by the co-owners or by a person appointed by the co-owners from amongst themselves and if no appointment has been made as aforesaid, the vote in respect of that share may be cast either personally or by proxy appointed by one of the co-owners, and, in the case of any meeting where more than one of the co-owners seeks to cast a vote in respect of the undivided share, only the vote that is cast, in person or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that undivided share in the register kept at the Land Registry shall be treated as valid.

10. In case of an equality of votes the chairman of the meeting shall have, in addition to a deliberative vote, a second or casting vote. Without prejudice to the foregoing provisions, the votes of Owners may be given either personally or by proxy. An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), 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;

the instrument appointing a proxy shall be lodged with the Chairman of the Owners' Committee or, if the meeting is convened by the Manager or an Owner appointed as mentioned in Clause 2 of this Subsection A of this Section VII, the person convening the meeting at least 48 hours before the time for the holding of the meeting. 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.

11. The Manager shall send a representative or representatives to all such meetings and a record of the persons present at the meeting and the proceedings thereof shall be kept.

12. As soon as possible, but in any event not later than 9 months after the date of this Deed, the Manager shall convene a meeting of the Owners (and to call further and subsequent meetings if required) for the purpose of forming an Owners' Committee and electing the first Chairman thereof or appointing a management committee for the purpose

of forming an Owners' Corporation under the Building Management Ordinance (Chapter 344 of The Laws of Hong Kong). The first Chairman shall act until the first Annual General Meeting when the post of Chairman shall fall vacant and an election for Chairman shall be held. Thereafter a Chairman shall be elected at each Annual General Meeting for the ensuing year.

13. The function of the Owners' Committee is to represent the Owners of the Land and the Estate in all dealings with the Manager and without in any way limiting the generality of the foregoing:

- (a) to liaise and consult with the Manager in respect of all matters concerning the management of the Land and the Estate;
- (b) prior to the formation of the Owners' Corporation, to remove the Manager of the Estate with the sanction of a resolution at a meeting of the Owners of the Estate duly convened and passed by a majority of votes of Owners voting either personally or by proxy and supported by Owners of not less than fifty percent (50%) of the undivided shares in aggregate (excluding the undivided shares allocated to the Common Areas and the Common Facilities) in the Estate and upon the giving to the Manager not less than three months' notice in writing;
- (c) prior to the formation of the Owners' Corporation, to appoint (whether in place of any Manager removed or to fill any vacancy) any service company or agent as a Manager of the Estate upon the termination of the then Manager's employment Provided that such appointment shall be made with the sanction of a resolution at a meeting of the Owners of the Estate duly convened and passed by a majority of Owners holding not less than fifty percent (50%) of the undivided shares in aggregate (excluding the undivided shares allocated to the Common Areas and the Common Facilities) in the Estate;
- (d) to undertake consider review and/or exercise all or any of the powers and duties conferred on the Owners' Committee by virtue of the provisions of this Deed.

14. Notwithstanding any provisions herein contained, the undivided shares allocated to the Common Areas and the Common Facilities shall not be taken into account for the purpose of voting or calculating the quorum of any meeting whether under this Deed, the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) or otherwise. Accordingly, the undivided shares as referred to in Clause 8 of this Subsection shall not include the undivided shares allocated to the Common Areas and the Common Facilities.

15. The procedure at a meeting of Owners shall be as is determined by the Owners.

B. Meetings of the Owners' Committee

1. A meeting of the Owners' Committee may be convened at any time by the Chairman or any 2 members of the Owners' Committee.

2. In the election of the members to the Owners' Committee, the Owners shall endeavour to elect such number of representatives from the Owners for the time being of the Estate to represent the Owners PROVIDED THAT the total number of representatives shall not be less than 3 and not more than 7. For the time being and unless and until otherwise determined by a meeting of the Owners, there shall be 6 representatives for the Owners of the Residential Units (1 representative from Block 1, 4 representatives from Block 2 and 1 representative from Block 3) and 1 representative for the Owners of the Parking Spaces.

3. Any Owner of a Unit (including any one or two or more co-owners) for the time being of the undivided share or shares in the Land and the Estate shall be eligible for election to the Owners' Committee provided that not more than one Owner from each Unit shall be eligible for such election. In the event of an Owner being a corporate body, the representative(s) appointed by such Owner shall be eligible for such election. The appointment of a representative or representatives by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing given to the Owners' Committee.

4. A member of the Owners' Committee shall hold office until the Annual General Meeting of Owners next following his appointment or election provided that:

- (a) He shall nevertheless cease to hold office if:
 - (i) he resigns by notice in writing to the Owners' Committee;
 - (ii) he ceases to be eligible; or
 - (iii) he becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty.
- (b) If in any Annual General Meeting at which an election of the Owners' Committee should take place, the office of the retiring members or any of them is not filled, or if in any year no Annual General Meeting is held, the members of the Owners' Committee shall continue to be in office until the next Annual General Meeting.

5. Retiring members of the Owners' Committee shall be eligible for re-election.

6. The Owners' Committee may continue to act notwithstanding any vacancies in the number provided that the number is not reduced below 3. In the event that the number is reduced below 3, the remaining member of the Owners' Committee may act but

only for the purpose of calling for a meeting of the Owners to elect additional members or fill in any vacancy of an Owners' Committee.

7. Any one or more members of the Owners' Committee may be removed from office by resolution passed at a meeting of the Owners and new members of the Owners' Committee may be elected in the place of those removed from office.

8. The Owners' Committee shall have full power to make rules and by-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or by-laws shall be contrary to or inconsistent with the provisions of this Deed and the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation.

9. (a) The officers of the Owners' Committee ("Officers") shall be:

- (i) the Chairman;
- (ii) the secretary; and
- (iii) such other officers (if any) as the Owners' Committee may from time to time elect.

(b) The Officers shall be elected by the Owners, such election to be held at or as soon as reasonably possible after the Annual General Meeting at which the Owners' Committee is elected and at such other times as may be necessary.

(c) All casual vacancies of the Officers shall be filled by election or appointment by the members of the Owners' Committee as it may from time to time determine.

10. The person or persons convening the meeting of the Owners' Committee shall, at least 7 days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee, and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of meeting referred in this Clause 10 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.

11. The quorum at a meeting of the Owners' Committee shall be at least half of total number of members of the Owners' Committee (rounded up to the nearest whole

number), or 3 such members, whichever is the greater.

12. 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.

13. At a meeting of the Owners' Committee, each member present shall have 1 vote on a question before the Owners' Committee and all resolutions shall be passed by a simple majority of votes at such meeting. If there is an equality of votes, the Chairman shall have, in addition to a deliberative vote, a casting vote.

14. 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 the Owners on any business relating to the management of the Estate.

SECTION VIII

REINSTATEMENT

1. In the event of any part or parts of the Estate being so damaged by fire, typhoon, earthquake, subsidence or other causes so as to render the same substantially unfit for use or habitation or occupation, the Manager or the Owners of not less than 75% of the undivided shares allocated to the damaged part(s) of the Estate (excluding the undivided shares allocated to the Common Areas and the Common Facilities) may convene a meeting of the Owners of the part or parts of the Estate so affected, and such meeting may resolve that by reason of insufficiency of insurance monies changes in all relevant legislation rules and regulations for the time being in force in Hong Kong or any other circumstances whatsoever it is not practicable to reinstate and rebuild such part or parts of the Estate, then and in such event the undivided shares in the Land and the Estate representing such part or parts shall be acquired by the Manager and the Owners of such undivided shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by either private treaty or public auction and to distribute the net proceeds of sale amongst the Owners of such undivided shares in proportion to the respective undivided shares previously held by such former Owners. All insurance moneys received in respect of any policy insurance on such part or parts of the Estate shall likewise be distributed amongst such former Owners. In such event, all the rights privilege obligations and covenants of such Owners under this Deed or any other deed shall be extinguished so far as the same relate to such part or parts of the Estate Provided Always That if it is resolved to reinstate or rebuild such part or parts of the Estate, each Owner of such part or parts shall pay his due proportion of the excess of the cost of reinstatement or rebuilding of such part or parts over and above the proceeds from the insurance of such part or parts and that until such payment the same will be a charge upon his interest in the Land and the Estate and be recoverable as civil debt.

2. The following provisions shall apply to a meeting convened by the Manager or Owners of such undivided shares under the provisions of this Section:

- (a) Every such meeting shall be convened by at least 14 days' prior notice in writing given by the person convening such meeting either personally or by post addressed to the Owners at their last known addresses or by leaving the notices at the Owners' Units or depositing the notices in the letter boxes of their Units;
- (b) Subject to sub-clause (j) of this Clause 2, no business shall be transacted at any meeting unless a quorum is present throughout the meeting and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five percent (75%) of the total number of undivided shares in the damaged part or parts of the Estate shall be a quorum;
- (c) Subject to sub-clause (j) of this Clause 2, if within half an hour from the time

appointed for the meeting a quorum be not present the meeting shall stand adjourned to the same time and day in the next week at the same place;

- (d) The Owners present in such meeting shall choose one of their members to be the Chairman of the meeting;
- (e) The Chairman of the meeting shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Subject to sub-clause (j) of this Clause 2, every Owner present in person or by proxy shall have one vote for each undivided share vested in him and in the case of Owners who together are entitled to one such undivided share such Owners shall jointly have one vote for each such undivided share and in case of dispute the one of such Owners whose name, in order of priority, stands highest in relation to such undivided share in the register kept at the Land Registry shall have the right to vote;
- (g) Votes may be given either personally or by proxy;
- (h) The instrument appointing a proxy shall be deposited with the Chairman of the meeting either before or at the meeting;
- (i) Subject to sub-clause (j) of this Clause 2, a resolution passed by not less than seventy-five percent (75%) majority of the Owners present in person or by proxy shall be binding on all the Owners of such part or parts of the Estate Provided as follows:
 - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (j) Notwithstanding any provisions herein contained, the undivided shares allocated to the Common Areas and the Common Facilities shall not be taken into account for the purpose of voting or calculating the quorum. Accordingly, the undivided shares as referred to in the Clauses 2(b), (c), (f) and (i) of this Section shall not include the undivided shares allocated to the Common Areas and the Common Facilities.

SECTION IX

EXCLUSIONS AND INDEMNITIES

The Manager, its servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted to be done in pursuance or purported pursuance of the provisions of this Deed or sub-deed or sub-deeds of mutual covenant not being an act or omission involving criminal liability or 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, its employees, agents or contractors and the Owners' Committee shall not be held liable for any damage, loss or injury caused by or in any way arising out of:

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

unless such damage, loss or injury was caused by an act or omission of the Manager, its employees, agents or contractors and the Owners' Committee involving criminal liability or dishonesty or negligence and Provided that the 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.

SECTION X

MISCELLANEOUS

1. Without prejudice to any provisions herein contained, no person shall after ceasing to be an Owner of any undivided shares in the Land and the Estate be liable for any debts liabilities or obligations under the covenants terms and conditions of this Deed in respect of such undivided share and/or the part of the Estate held therewith save and except in respect of any breach non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.

2. Each Owner shall notify the Manager of the name and address of the person authorized by him to accept service of process. Any Owner not occupying or using his Unit must provide the Manager with an address within the jurisdiction for service of notices under the terms of this Deed, failing which the address of his Unit shall be deemed to be his address for service.

3. There shall be public notice boards at such prominent places in the Estate as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the House 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 three consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

4. Subject as hereinbefore provided in the case notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if served personally upon the party to be served or sent by post addressed to the party to whom the notices or demands are given at his last known address or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same Provided that where notice is to be given to an Owner who is a chargor, such notice may also be served on the chargee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known place of business or residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the management office of the Estate.

5. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Common Areas, the Common Facilities and to the undivided shares held therewith.

6. (a) No provision in this Deed shall prejudice or contravene or in any way be construed or constructed so as to prejudice or exclude or contravene the

provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) and the Schedules thereto.

- (b) At any time after the formation and during the period of existence of the Owners' Corporation under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), the Owners' meeting under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation convened under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) and the Owners' Committee under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation if it is or has been appointed.
 - (c) Upon execution of this Deed, the Registered Owner shall assign the whole of the undivided shares in the Common Areas and the Common Facilities free of cost or consideration to the Manager appointed under this Deed who must hold the said undivided shares on trust for the benefit of all Owners and, if an Owners' Corporation is formed under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), it may require the Manager, in accordance with this Deed to assign the undivided shares in the Common Areas and the Common Facilities to it free of costs or consideration, in which event, the Manager must assign such undivided shares and the Owners' Corporation must hold such undivided shares on trust for all the Owners.
7. (a) The Registered Owner (which expression, for the purpose of this clause, shall exclude its assigns) shall at the costs of the Registered Owner cause this Deed to be translated into Chinese and deposit a copy of this Deed and such Chinese translation at the management office of the Estate for inspection by all Owners free of cost within one month from the date of this Deed. A copy of this Deed and the Chinese translation of this Deed shall be supplied to each Owner on request at his expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction thereof, the original English text shall prevail.
- (b) The Registered Owner (which expression, for the purpose of this clause, shall exclude its assigns) shall at the costs of the Registered Owner deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) in both English and Chinese versions at the management office of the Estate 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 shall be credited to the Special Fund.
8. A set of plans showing the Common Areas and Common Facilities where such can be shown and delineated on plans as appropriate and any subsequent amendments thereto shall be prepared by the Registered Owner and certified as to their accuracy by the

Authorized Person and kept at the management office and may be inspected by the Owners during normal office hours free of costs and charges.

9. The undivided shares allocated to the Common Areas and the Common Facilities shall not carry any voting rights at any meeting whether under this Deed, the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) or otherwise or liability to pay any fees under this Deed, nor shall such undivided shares be taken into account for the purpose of calculating the quorum of any meeting.

10. The Registered Owner shall at its own costs and expenses prepare the schedule for the Works and Installations and the first maintenance manual for the Works and Installations for the reference of the Owners and the Manager setting out the details as follows:-

- (a) 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;
- (b) 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;
- (c) Recommended maintenance strategy and procedures;
- (d) A list of items of the Works and Installations requiring routine maintenance;
- (e) Recommended frequency of routine maintenance inspection;
- (f) Checklist and typical inspection record sheets for routine maintenance inspection; and
- (g) Recommended maintenance cycle of the Works and Installations.

The Registered Owner shall deposit a full copy thereof in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

11. The schedule for the Works and Installations and the maintenance manual for the Works and Installations shall be revised if necessary in future to take into account any necessary changes such as addition of works and installations in the Estate and the updating of maintenance strategies in step with changing requirements.

12. The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule for the Works and Installations and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be

prescribed by the Owners in an Owners' meeting convened under this Deed.

13. All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations will be paid out of the Special Fund.

14. The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office within one month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

15. The locations of the balcony(ies), utility platform(s) and wider common corridors and lift lobbies forming parts of the green and innovative features of the Estate are shown on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.

16. Any consent or approval that the Owners may be required to obtain from the Manager shall not be unreasonably withheld by the Manager.

17. No provision in this Deed shall provide for interrupting the supply of electricity, water, gas, telecommunications or other utilities to any Unit or to prevent access to the Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any other provisions under this Deed.

[18. In consideration of the Mortgagee having entered into this Deed in its capacity as the mortgagee under the Building Mortgage the Registered Owner hereby covenants with the Mortgagee that the Registered Owner shall fully observe and perform all the terms, conditions and covenants herein contained and to be observed and performed by the Registered Owner and/or (where applicable) the Mortgagee (whether in its capacity as mortgagee or as an Owner after it has entered into possession of any undivided share(s) of and in the Land and the Estate) while any share or interest in any part of the Estate is subject to the Building Mortgage and shall keep the Mortgagee fully and effectually indemnified against any costs, expenses, losses, demands, claims and proceedings whatsoever which the Mortgagee may incur or sustain as a result of or in connection with the non-observance and non-performance of any of the said terms, conditions and covenants and the non-payment of the sums hereunder.

19. Notwithstanding anything hereinbefore contained until such time as the Mortgagee enters into possession of the premises subject to the Building Mortgage or exercises the power of sale conferred on the Mortgagee under the Building Mortgage, the covenants and obligations contained in this Deed and the obligation for making any payment under this Deed and the other burdens and restrictions herein imposed shall not be binding on the Mortgagee and no liability for any payment under this Deed shall be binding on the Mortgagee in respect of any sums accrued prior to the Mortgagee entering into possession or exercising the power of sale of the relevant premises.]

20. In this Deed (if the context permits or requires) words importing the singular

number only shall include the plural number, and vice versa; words importing the masculine gender only shall include the feminine gender and the neuter gender; words importing persons shall include corporations and vice versa; references to clauses and schedules are to be construed as references to clauses of, and schedules to, this Deed.

THE FIRST SCHEDULE ABOVE REFERRED TO

The Government Grant

Conditions of Exchange No.20061, particulars of which are as follows:-

- (a) Date : the 18th day of April 2008
- (b) Parties : The Chief Executive on behalf of the Government of the one part
and the Registered Owner of the other part
- (c) Term : Fifty years commencing from the 18th day of April 2008
- (d) Lot : New Kowloon Inland Lot No.6419

THE SECOND SCHEDULE ABOVE REFERRED TO

Allocation of Undivided Shares

(A) Residential Units

	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
<u>Block 1</u>			
Unit 1 on G/F with BAL, Garden and Terrace	1	147	147
Unit 2 on 1/F with BAL, UP and Flat Roof	1	140	140
Unit 3 on 2/F with BAL and UP	1	126	126
Penthouse A on 3/F with BAL, UP, Flat Roof and Stairhood	1	240	240

Block 2

Unit 1 on B4/F with BAL, UP and Garden	1	144	144
Unit 2 on B4/F with BAL, UP and Garden	1	190	190
Unit 3 on B3/F and B2/F with BAL and Terrace	1	280	280
Unit 5 on B3/F with BAL and UP	1	173	173
Unit 6 on B3/F with BAL and UP	1	175	175
Unit 7 on B3/F with Terrace	1	187	187
Unit 8 on B2/F with BAL and UP	1	176	176
Unit 9 on B2/F with BAL and UP	1	175	175
Unit 10 on B2/F with BAL	1	143	143
Unit 11 on B1/F with BAL and UP	1	183	183
Unit 12 on B1/F with BAL and UP	1	175	175
Unit 13 on B1/F with BAL	1	145	145
Unit 15 on G/F with BAL, UP and Garden	1	139	139
Unit 16 on G/F with BAL and UP	1	185	185
Unit 17 on G/F with BAL and UP	1	182	182
Unit 18 on G/F with BAL, UP and Garden	1	157	157
Unit 19 on 1/F with BAL and UP	1	156	156
Unit 20 on 1/F with BAL and UP	1	173	173
Unit 21 on 1/F with BAL and UP	1	175	175
Unit 22 on 1/F with BAL and UP	1	141	141
Unit 23 on 2/F with BAL and UP	1	156	156
Unit 25 on 2/F with BAL and UP	1	173	173
Unit 26 on 2/F with BAL and UP	1	175	175
Unit 27 on 2/F with BAL and UP	1	141	141
Penthouse A on 3/F with BAL, UP, Flat Roof and Stairhood	1	285	285
Penthouse B on 3/F with BAL, UP, Flat Roof and Stairhood	1	266	266
Penthouse C on 3/F with BAL, UP, Flat Roof and Stairhood	1	326	326
Penthouse D on 3/F with BAL, UP, Flat Roof and Stairhood	1	262	262

Block 3

Unit 1 on 1/F with BAL, Flat Roof, Garden and Terrace	1	245	245
Unit 2 on 2/F with BAL and UP	1	141	141
Penthouse A on 3/F with BAL, UP, Flat Roof and Stairhood	1	263	263
<u>Total:</u>	<u>35</u>	<u>Sub-Total:</u>	<u>6540</u>

(B) Parking Spaces

	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
Car Parking Space Nos. P40 to P47, P49 to P52 on B4/F	12	10	120
Car Parking Space Nos. P28 to P39 on B3/F	12	10	120
Car Parking Space Nos. P16 to P27 on B2/F	12	10	120
Car Parking Space Nos. P4 to P15 on B1/F	12	10	120
Car Parking Space Nos. P1 to P3 on G/F	3	10	30
Accessible Car Parking Space No. P48 on B4/F	1	14	14
Motor Cycle Parking Space Nos. M1 and M2 on B4/F	2	2	4
Motor Cycle Parking Space Nos. M3 and M5 on B3/F	2	2	4
Motor Cycle Parking Space Nos. M4 on B2/F	1	2	2
<u>Total:</u>	<u>57</u>	<u>Sub-Total:</u>	<u>534</u>

(C) Common Areas and Common Facilities

-- -- 726

Total [(A)+(B)+(C)] : **7800**

- Notes :
- (1) BAL = Balcony
 - (2) UP = Utility Platform
 - (3) In the numbering of Units, Unit 4, 14 and 24 are omitted.
 - (4) Recreational Facilities are located on the B4/F.
 - (5) Garden includes Planter and/or Tree Pit

THE THIRD SCHEDULE ABOVE REFERRED TO

Allocation of Management Shares

(A) Residential Units

	<u>No. of Units</u>	<u>No. of Management Shares per Unit</u>	<u>Total No. of Management Shares</u>
<u>Block 1</u>			
Unit 1 on G/F with BAL, Garden and Terrace	1	147	147
Unit 2 on 1/F with BAL, UP and Flat Roof	1	140	140
Unit 3 on 2/F with BAL and UP	1	126	126
Penthouse A on 3/F with BAL, UP, Flat Roof and Stairhood	1	240	240

Block 2

Unit 1 on B4/F with BAL, UP and Garden	1	144	144
Unit 2 on B4/F with BAL, UP and Garden	1	190	190
Unit 3 on B3/F and B2/F with BAL and Terrace	1	280	280
Unit 5 on B3/F with BAL and UP	1	173	173
Unit 6 on B3/F with BAL and UP	1	175	175
Unit 7 on B3/F with Terrace	1	187	187
Unit 8 on B2/F with BAL and UP	1	176	176
Unit 9 on B2/F with BAL and UP	1	175	175
Unit 10 on B2/F with BAL	1	143	143
Unit 11 on B1/F with BAL and UP	1	183	183
Unit 12 on B1/F with BAL and UP	1	175	175
Unit 13 on B1/F with BAL	1	145	145
Unit 15 on G/F with BAL, UP and Garden	1	139	139
Unit 16 on G/F with BAL and UP	1	185	185
Unit 17 on G/F with BAL and UP	1	182	182
Unit 18 on G/F with BAL, UP and Garden	1	157	157
Unit 19 on 1/F with BAL and UP	1	156	156
Unit 20 on 1/F with BAL and UP	1	173	173
Unit 21 on 1/F with BAL and UP	1	175	175
Unit 22 on 1/F with BAL and UP	1	141	141
Unit 23 on 2/F with BAL and UP	1	156	156
Unit 25 on 2/F with BAL and UP	1	173	173
Unit 26 on 2/F with BAL and UP	1	175	175
Unit 27 on 2/F with BAL and UP	1	141	141
Penthouse A on 3/F with BAL, UP, Flat Roof and Stairhood	1	285	285
Penthouse B on 3/F with BAL, UP, Flat Roof and Stairhood	1	266	266
Penthouse C on 3/F with BAL, UP, Flat Roof and Stairhood	1	326	326
Penthouse D on 3/F with BAL, UP, Flat Roof and Stairhood	1	262	262

Block 3

Unit 1 on 1/F with BAL, Flat Roof, Garden and Terrace	1	245	245
Unit 2 on 2/F with BAL and UP	1	141	141
Penthouse A on 3/F with BAL, UP, Flat Roof and Stairhood	1	263	263
<u>Total:</u>	<u>35</u>	<u>Sub-Total:</u>	<u>6540</u>

(B) Parking Spaces

	<u>No. of Units</u>	<u>No. of Management Shares per Unit</u>	<u>Total No. of Management Shares</u>
Car Parking Space Nos. P40 to P47, P49 to P52 on B4/F	12	10	120
Car Parking Space Nos. P28 to P39 on B3/F	12	10	120
Car Parking Space Nos. P16 to P27 on B2/F	12	10	120
Car Parking Space Nos. P4 to P15 on B1/F	12	10	120
Car Parking Space Nos. P1 to P3 on G/F	3	10	30
Accessible Car Parking Space No. P48 on B4/F	1	14	14
Motor Cycle Parking Space Nos. M1 and M2 on B4/F	2	2	4
Motor Cycle Parking Space Nos. M3 and M5 on B3/F	2	2	4
Motor Cycle Parking Space Nos. M4 on B2/F	1	2	2
<u>Total:</u>	<u>57</u>	<u>Sub-Total:</u>	<u>534</u>

(C) Common Areas and Common Facilities

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Total [(A)+(B)+(C)] :

7074

- Notes :
- (1) BAL = Balcony
 - (2) UP = Utility Platform
 - (3) In the numbering of Units, Unit 4, 14 and 24 are omitted.
 - (4) Recreational Facilities are located on the B4/F.
 - (5) Garden includes Planter and/or Tree Pit

THE FOURTH SCHEDULE ABOVE REFERRED TO

Works and Installations as at the date of this Deed :

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

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Fitting Out Rules)

1. All works specified and approved in writing by the Manager shall be completed in strict accordance with such approved drawings, plans and specifications within three months of each Owner being notified of such approval or such longer period as may be agreed by the Manager.
2. When the fitting out proposals are approved and before any work commences, each Owner shall submit to the Manager the name, address and telephone number of his contractors.
3. For works that may affect services outside the individual Unit including:-
 - (a) any work involving the construction or installation of any brickwork, concrete or other items of a structural nature;
 - (b) any plumbing or drainage work;
 - (c) any alteration or addition to any mechanical or electrical service;
 - (d) any specialist work such as destructive and non-destructive testing, noise barrier installation, burglar alarm and security installation, structural steelwork, landscaping, supply of bituminous pavement materials and construction of special bituminous surfacing, etc.;

each Owner is required to use the services of the contractors appointed by such Owner and approved in writing by the Manager subject to Clause 16 in Section X of this Deed Provided that the Manager will not charge any fee for giving the approval in question.

4. No work is allowed to be carried out in the Common Areas or in the Common Facilities.
5. Debris are not allowed to be stacked in the Common Areas or the Common Facilities.
6. Each Owner shall co-operate and shall procure that his servants, agents and workmen co-operate fully with the Manager, his nominated contractors and project consultants in carrying out any works in his Unit and shall cause such work to be co-ordinated and carried out in such a manner as to avoid any delay or interference to others.
7. Each Owner, his servants, agents and workmen shall obey and comply with all instructions and directions which may be given by the Manager or its authorized representatives in connection with the carrying out of any works in his Unit.
8. Each Owner is solely responsible for the safety of all the works carried out in his Unit and for the payment of all costs, charges and expenses involved.

9. Each Owner shall indemnify the Manager against all claims arising out of the actions of his contractors and others similarly employed in connection with the carrying out of any work in his Unit.
10. No Owner shall carry out or attempt to carry out any work which is likely to cause any fire risk or other hazard in the Estate.
11. Each Owner shall ensure that all the necessary consents, approvals or permission (if any) from the relevant Government authorities have been duly obtained in respect of all works to be carried out in his Unit.
12. Each Owner is solely responsible for all consequences resulting from the completion of the works specified and/or approved by the Manager and the Manager shall not in any circumstances be liable to any Owner in respect of any specification and/or approval given by the Manager to the carrying out of works at the Unit of an Owner.
13. Each Owner shall be responsible to ensure that his tenants, licensees, servants or agents comply with the Fitting Out Rules.

Appendix

The Road Traffic Noise Impact Assessment Report prepared by ENVIRON Hong Kong Limited dated July 2013.

SEALED with the Common Seal)
)
of Top Dollars Developments Limited, the)
)
Registered Owner, and SIGNED by)
)
)
)
)
)
whose signature(s) is/are verified by:)

- 106 -

SIGNED SEALED AND DELIVERED)
)
by the Covenanting Owner/)
)
SEALED with the Common Seal of the)
)
Covenanting Owner and)
)
SIGNED by)
)
)
)
in the presence of:)

[INTERPRETED to the Covenanting Owner by:-]

SIGNED SEALED and DELIVERED))
)
by)
)
)
)
the lawful attorney(s) of Hang Seng)
)
Bank Limited, the Mortgagee whose)
)
signature(s) is/are verified by :-)

Solicitor, Hong Kong SAR

Dated the day of 201 .

TOP DOLLARS DEVELOPMENT LIMITED

and

[]

and

[]

and

[HANG SENG BANK LIMITED]

DEED OF MUTUAL COVENANT INCORPORATING MANAGEMENT AGREEMENT

OF

NEW KOWLOON INLAND LOT NO.6419

WOO, KWAN, LEE & LO
SOLICITORS & C.
25TH FLOOR, JARDINE HOUSE
1 CONNAUGHT PLACE
CENTRAL, HONG KONG SAR.

Amended approved DMC

IC/s1