

DATED _____ day of _____

CHEONG MING INVESTMENT CO., LIMITED

(昌明置業有限公司)

and

[_____]

and

TOGETHER MANAGEMENT COMPANY LIMITED

(合眾物業管理有限公司)

**DEED OF MUTUAL COVENANT
AND MANAGEMENT AGREEMENT**

Draft 13 (12 June 2019)

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THIS DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT is made the _____ day of _____ Two thousand and _____

BETWEEN :-

- (1) **CHEONG MING INVESTMENT CO., LIMITED** (昌明置業有限公司), whose registered office is situate at 35th Floor to 38th Floor, Tower Two, Nina Tower, 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong (hereinafter called “the First Owner” which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) [_____] (hereinafter called “the Second Owner” which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns) of the second part;
- (3) **TOGETHER MANAGEMENT COMPANY LIMITED** (合眾物業管理有限公司), whose registered office is situate at 35th Floor to 38th Floor, Tower Two, Nina Tower, 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong (hereinafter called “the Management Company”) of the third part.

WHEREAS :-

- (1) (a) In this Deed the following expressions, except where the context otherwise requires, have the following meanings :-

“Approved Plans”	The general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under reference numbers BD 2/2054/12 and BD 2-3/2054/12 and includes any amendment thereto as approved by the Building Authority.
“Auditor” or “auditor”	A certified public accountant firm in Hong Kong.
“Authorized Person”	Ronald Liang of LWK & Partners (HK) Limited of 15 th Floor, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong (being the authorized person appointed under Section 4(1)(a) of the Buildings Ordinance, Cap.123 as a co-ordinator of building works for the Development) and any other replacement authorized person for the time being appointed by the First Owner .
“Capital Expenditure”	Expenditure of a capital nature or of a kind not expected to be incurred annually.
“Car Park” or “Car Parks”	The car parking space(s) within the garage on Ground Floor of the Development for the parking of motor vehicles in

accordance with the Approved Plans and designated as Car Parking Space Nos.1 to 26. The said car parking spaces are for the purpose of identification shown on the DMC Plan of G/F (certified as to its accuracy by the Authorized Person) hereto annexed.

“Car Park Common Areas”

Those parts within the garage on the Ground Floor of the Lot and the Development and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Development designed or intended for the common use and benefit of the Owners of the Car Parks and not otherwise specifically assigned to or for the exclusive use of the Owner of a particular Car Park and shall include but not limited to surface channel with cover/drain point, circulation passages, driveways and pipe ducts (save for those forming parts of the Development Common Areas, the Duplex Units Common Areas, the Residential Common Areas or the Residential Units). The Car Park Common Areas are for the purpose of identification shown and coloured orange on the plan (certified as to its accuracy by the Authorized Person) hereto annexed.

“Car Park Common Facilities”

Those facilities and equipment for the common use and benefit of the Owners of the Car Parks but not other parts of the Development and not for the use and benefit of a particular Car Park exclusively and shall include but not limited to water supply, light facilities, surface channel with cover, electrical and mechanical installation, mechanical ventilation system, plant and machinery, relevant installations and facilities for supply of electricity to or charging of electric motor vehicles licensed under the Road Traffic Ordinance (Cap.374) parking at any of the Car Parks and security system (save for those forming parts of the Development Common Facilities, the Duplex Units Common Facilities, the Residential Common Facilities or the Units).

“Common Areas”

The Development Common Areas, the Car Park Common Areas, the Duplex Units Common Areas and the Residential Common Areas.

“Common Facilities”

The Development Common Facilities, the Car Park Common Facilities, the Duplex Units Common Facilities and the Residential Common Facilities.

“Development”

The whole of the development constructed on and/or in the Lot known as “Bisney Crest (碧麗軒)” comprising the Car Parks, the Residential Units, the Common Areas and the Common Facilities.

“Development Common Areas”

The whole of the Lot and the Development which are not otherwise specifically assigned to or for the exclusive use of an Owner and are designed or intended for common use and benefit of the Owners (which do not form part of the Units, Car Park Common Areas, Duplex Units Common Areas, or Residential Common Areas) and shall include but not limited to portions of the Slope and Retaining Structures within the Lot, backfilled areas, unexcavated areas and soil within the Lot, external walls with facade cladding (including but not limited to aluminium cladding and features, stone cladding, spandrel glass, aluminium louvers and aluminium grilles) (which do not form part of the Residential Common Areas or the Duplex Units Common Areas or the Car Park Common Areas or Residential Units), green wall(s) and facade areas outside lift lobby of Lift No.7 and along emergency vehicular access, lift lobby of Lift No.7 at Ground Floor, canopy at Ground Floor for lift lobby of Lift No.7, load bearing walls, structural walls, foundations, columns, beams and floor slabs of the Development (which do not form part of the Residential Units or the Residential Common Areas or the Duplex Units Common Areas or the Car Park Common Areas), entrance gate for the Development, vehicle entrance gate, ramp and driveways along emergency vehicular access, fence wall(s) along boundary of the Lot facing Victoria Road, cable riser room, caretaker’s room, sprinkler control value cabinet, refuse storage and material recovery chamber, master water meter room, check meter cabinets, fire service & sprinkler water pump room, sprinkler water tank, electrical and mechanical cabinets, transformer room, high voltage switch room, low voltage switch room, management office, cleansing booster water pump room, area(s) for installation and use of telecommunications network facilities, telecommunication broadcasting equipment room, pipe ducts and electrical and cable ducts (save for those forming parts of the Car Park Common Areas, the Duplex Units Common Areas, the Residential Common Areas or the Residential Units), landscape areas, planters, staircases, disabled toilet, slab and staircase to maintenance access, smoke lobbies (which do not form part of the Residential Common Areas or the Duplex Units Common Areas or the Car Park Common Areas or Residential Units), lobby(ies) (which do not form part of the Residential Common Areas or the Duplex Units Common Areas or the Car Park Common Areas or Residential Units), corridors (which do not form part of the Residential Common Areas or the Duplex Units Common Areas or the Car Park Common Areas or Residential Units), circulation passage (which do not form part of the Residential Common Areas or the Duplex Units Common Areas or the Car Park Common Areas or Residential Units), and staircase/lobby from car park to emergency vehicular access on Ground Floor of the

Development, retaining wall and cavity wall along site boundary, space between cavity wall and retaining structure wall and drains located thereat,

and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Development designed or intended for common use and benefit of the Owners and not otherwise specifically assigned to or for the exclusive use of an Owner (which do not form part of the Units, Duplex Units Common Areas, Car Park Common Areas or Residential Common Areas). The Development Common Areas are for the purpose of identification shown and coloured Green on the plans (certified as to their accuracy by the Authorized Person) hereto annexed.

“Development Common Facilities”

- (a) Such of the surface channel with cover, drains, pipes, gutters, pits with electrical and mechanical services, sewers, wires and cables, telecommunications network facilities, electrical and mechanical installation servicing the Development Common Areas and other services facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Lot and the Development through which water, sewage, gas, electricity and any other services are supplied to the Lot and the Development or any part or parts thereof;
- (b) Lighting facilities including wall lamps, planter lights, façade lighting within the Development which are for the use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit;
- (c) Fire services installations or equipment within the Development (including but not limited to automatic sprinkler system, fire detection and alarm system, fire hydrant and hose reel system) which are for the use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit;
- (d) Security system installations and equipment (including but not limited to CCTV system, intercom system, drop bar, electric fence, electrical wiring system, flood light, metal gate, motion sensor, tension wire);
- (e) Fire services water tank(s), master meter, main switch, sprinkler tank(s), transformer(s); and

- (f) Environmental friendly system and feature (including but not limited to green wall and irrigation system),

and other facilities and systems for the common use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit exclusively.

For avoidance of doubt, the term “Development Common Facilities” shall not include those facilities, equipment and other like structures forming part of the Car Park Common Facilities or Duplex Units Common Facilities or Residential Common Facilities.

“Development Rules”

The rules and regulations for the time being regulating the use, occupation and maintenance of the Lot and/or the Development or any particular part thereof and any of the buildings, structures, facilities, services or amenities thereof and the conduct of persons occupying using or visiting the same formulated pursuant to Clause (3:02:04) of this Deed.

“Duplex Units Common Areas”

Those parts of the Lot and the Development designed or intended for the common use and benefit of the Owners of Unit-01 to Unit-03, Unit-05 to Unit-12 and Unit-15 to Unit-19 in the Lower Block and not otherwise specifically assigned to or for the exclusive use of an Owner of any of Unit-01 to Unit-03, Unit-05 to Unit-12 and Unit-15 to Unit-19 in the Lower Block and shall include but not limited to :-

- (a) lift lobbies of Lift No.8, lift landings of Lift No.8, lift shaft of Lift No.8, lift pits;
- (b) link bridge between the Higher Block and the Lower Block;
- (c) green roof at the top of the link bridge;
- (d) the external walls of the Lower Block (other than those parts of the external walls forming parts of House 6 or the Residential Common Areas) with facade cladding (including but not limited to aluminium cladding and features, stone cladding, spandrel glass, aluminium louvers, aluminium grilles and canopies), facade area outside lobby and corridor of Lift No.8, fence walls on roof floor of the Lower Block;
- (e) (save for those forming parts of the Car Park Common Areas, the Development Common Areas, the Residential Common Areas or the Residential Units) pipe ducts, flat roof(s), staircase(s), access

staircase(s), inaccessible space under staircase, corridor(s), protected corridor(s), air-conditioning platform(s);

- (f) structural walls, columns, beams and other structural elements and supports of or within Residential Units of the Lower Block (other than House 6);
- (g) balustrades (with glass and ancillary features thereto) on the roof pertaining to the Residential Units of the Lower Block (excluding House 6), part(s) of the parapet walls on the roof pertaining to the Residential Units of the Lower Block (excluding House 6) as for the purpose of identification shown and coloured Violet on the plan titled “DMC PLAN OF R/F (LOWER BLOCK) AND 2/F (HIGHER BLOCK)”;
- (h) recessed entrance portal of Residential Units (Unit-01 to Unit-03, Unit-05 to Unit-09 in the Lower Block);

and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Development designed or intended for the common use and benefit of the Owners of Unit-01 to Unit-03, Unit-05 to Unit-12 and Unit-15 to Unit-19 in the Lower Block and not otherwise specifically assigned to or for the exclusive use of an Owner of any of Unit-01 to Unit-03, Unit-05 to Unit-12 and Unit-15 to Unit-19 in the Lower Block. The Duplex Units Common Areas are for the purpose of identification shown and coloured Violet on the plans (certified as to their accuracy by the Authorized Person) hereto annexed.

“Duplex Units Common Facilities”

Those facilities and ancillary equipment for the common use and benefit of the Owners of Unit-01 to Unit-03, Unit-05 to Unit-12 and Unit-15 to Unit-19 in the Lower Block and not for the use and benefit of any of Unit-01 to Unit-03, Unit-05 to Unit-12 and Unit-15 to Unit-19 in the Lower Block exclusively and shall include but not limited to Lift No.8, air-conditioning system, mechanical ventilation installation, drains, electrical equipment, fire service system, lighting, mailboxes, gas pipes, hose reel cabinets, gutter, security system (including but not limited to CCTV system, intercom and video door phone system), pipe ducts, sewers and wires and cables for the use and benefit of Unit-01 to Unit-03, Unit-05 to Unit-12 and Unit-15 to Unit-19 in the Lower Block.

“External Walls”

The external walls of the Development or any part thereof including but not limited to architectural features, claddings, parapet walls (other than those between Units), and the

glazing, windows and window frames of the Common Areas (but excluding the internal surface of the concrete walls facing the Units, the glass and metal parapets/balustrade/fences of the Non-enclosed Area and flat roofs pertaining to the respective Units or their replacement, the sliding/swing door to the Non-enclosed Area, the windows, window frames and sealant around window frames of the Units).

- “Government Grant”** The Government Lease dated 16 March 1926 and made between the late King George the Fifth of the one part and Joseph Edgar Joseph of the other part in respect of Inland Lot No.623 as modified by a Modification Letter dated 26 November 2012 and registered in the Land Registry by Memorial No.12112902870110 and any variation or modification thereto from time to time.
- “Government”** The Government of Hong Kong.
- “Higher Block”** Parts of the Development comprising House 1, House 2, House 3, House 5 and a podium comprising Ground Floor and Upper Ground Floor constructed in accordance with the Approved Plans.
- “Hong Kong”** The Hong Kong Special Administrative Region of the People’s Republic of China.
- “House” or “Houses”** One or more of the houses numbered House 1, House 2, House 3, House 5 and House 6 constructed as part of the Development in accordance with the Approved Plans.
- “Lot”** All those pieces or parcels of land registered in the Land Registry as The Remaining Portion of Section 10 of Inland Lot No.623 and The Remaining Portion of Section 11 of Inland Lot No.623.
- “Lower Block”** Parts of the Development comprising House 6, Unit-01 to Unit-03, Unit-05 to Unit-12 and Unit-15 to Unit-19 and F. S. Pump Room at Level 67.925 constructed in accordance with the Approved Plans.
- “maintain”** Unless otherwise specified, includes (but not limited to) inspection and testing by the Manager or experts appointed by the Manager, repair, uphold, support, rebuild, renovate, overhaul, pave, purge, scour, cleanse, empty, amend, keep, replace, paint, decorate and improve and provide for such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and the expression “maintenance” shall be construed accordingly.

“Maintenance Manual for the Slope and Retaining Structures”	The maintenance manual for the Slope and Retaining Structures prepared in accordance with “Geoguide 5 - Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and approved by the relevant Government department (if required).
“management”	All or any of the activities normally associated with management including but not limited to operation, servicing, cleaning, enhancement, maintenance, repair, renovation, decoration, improvement, replacement, security, insurance and all duties and obligations to be performed and observed by the Manager as herein provided and “manage” shall be construed accordingly.
“Management Expenses”	All expenses, costs and charges necessarily and reasonably incurred in the management of the Lot and the Development or any portion thereof in accordance with the terms of this Deed.
“Management Fee”	The amount of due proportion of estimated Management Expenses and Manager’s Remuneration payable monthly by the Owners in respect of each Unit owned by him.
“Management Fund”	All the monies to be collected received or held by the Manager pursuant to this Deed excluding the Manager’s Remuneration and the Special Fund.
“Management Shares”	The Management Shares allocated to the Units as set out in the Second Schedule hereto.
“Manager”	The Management Company or any other person for the time being appointed as manager of the Lot and the Development pursuant to the provisions of this Deed managing the Development.
“Manager’s Remuneration”	The remuneration of the Manager as provided for in Clause (3:03) of this Deed.
“month”	A calendar month.
“Non-enclosed Area”	Garden (including recessed area in front of main door), balcony and the covered areas underneath the balcony (if any) forming part of a Residential Unit as for the purpose of identification only respectively shown delineated and marked “GARDEN” and “BALCONY” on the plans (certified as to their accuracy by the Authorized Person) hereto annexed.
“Occupation Permit”	The written permission (Permit No.HK 26/2017 (OP)) dated 28 June 2017 and issued by the Building Authority under the

provisions of the Buildings Ordinance for the Development to be occupied.

“Owner” or “Owners”

Each person in whom for the time being any Undivided Share(s) as set out in the First Schedule hereto of and in the Lot and the Development is vested and who for the time being appears from the records at the Land Registry to be the owner of such Undivided Share(s) and every joint tenant or tenant in common of any such Undivided Share(s) and (where any such Undivided Share(s) has been assigned, mortgaged or charged by way of mortgage or charge) the word shall include both mortgagor or chargor and his registered mortgagee/chargee in possession or one who has foreclosed such Undivided Share(s) PROVIDED that (subject to the provisions of the mortgage or charge) the voting rights conferred on the Owner of such Undivided Share(s) by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the registered mortgagee or chargee is in possession of or has foreclosed such Undivided Share(s) or has appointed a receiver to manage such Undivided Share(s).

“Owners’ Committee”

A committee of the Owners of the Development established in accordance with the provisions in this Deed.

“Owners’ Corporation”

The corporation of the Owners of the Development incorporated under section 8 of the Building Management Ordinance (Cap.344).

“Residential Common Areas”

Those parts of the Lot and the Development designed or intended for the common use and benefit of the Owners of the Residential Units of the Development and not otherwise specifically assigned to or for the exclusive use of an Owner of a Residential Unit and shall include but not limited to :-

- (a) lift lobbies of Lift No.7 (except the lift lobby of Lift No.7 at Ground Floor), lift landings of Lift No.7, lift shaft of Lift No.7, canopy over Lift No.7, lift pits, staircases, roof above lift shaft of Lift No.7;
- (b) fence walls of the Houses abutting on the Residential Common Areas (excluding the plaster and covering of the internal surface of those walls), and for avoidance of doubt, such parts of the external walls of House 6 as for the purpose of identification shown and coloured Yellow on the plans (certified as to their accuracy by the Authorized Person) hereto annexed;
- (c) fire service pump rooms (with water tanks and access stair), area(s) for installation and use of aerial broadcast distribution, communal aerial broadcast

distribution room (where applicable), potable and flushing water pump room, air-conditioning platform(s), corridor(s), flat roof(s) (which do not form part of the Residential Units, Development Common Areas, Duplex Units Common Areas or Car Park Common Areas), landscaped area(s), landscaped area(s) adjacent to 3/F of the Lower Block and 1/F of the Higher Block, passage(s), pipe ducts (save for those forming parts of the Car Park Common Areas, the Development Common Areas, the Duplex Units Common Areas or the Residential Units), planters, smoke lobbies, ramp(s), access staircases, inaccessible space under staircase, exit staircases (save for those forming parts of the Development Common Areas and the Duplex Units Common Areas) and corridors;

and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Development designed or intended for the common use and benefit of the Owners of the Residential Units and not otherwise specifically assigned to or for the exclusive use of an Owner of a Residential Unit. The Residential Common Areas are for the purpose of identification shown and coloured Yellow on the plans (certified as to their accuracy by the Authorized Person) hereto annexed.

“Residential Common Facilities”

Those facilities and ancillary equipment for the common use and benefit of the Owners of the Residential Units and not for the use and benefit of a particular Residential Unit exclusively and shall include but not limited to air-conditioning or mechanical ventilation installation, air-conditioning system, drains, common lighting at the entrance of each Residential Unit, electrical equipment, fire service system, gas pipes, gutters, hose reel cabinets, Lift No.7, cat ladder to top roof of Lift No.7, lighting, sanitary fittings and installations (other than those installed at Development Common Areas, Duplex Units Common Areas and Residential Units), security system (including but not limited to CCTV system, intercom and video door phone system), sewers, aerial broadcast distribution facilities, check meter cabinets, town gas cabinets, electrical and mechanical cabinets, water pumps, water tanks and wires and cables for the use and benefit of the Residential Units.

“Residential Unit” or “Residential Units”

- (a) The House(s) (including the external walls (other than those pertaining to House 6 forming parts of the Residential Common Areas) enclosing the House; the plaster and covering of the internal surface of the

fence walls abutting on the Residential Common Areas (but not any other part of those walls), floor slabs, roof slabs, walls, partitions, columns and beams of the House (whether structural or non-structural, load bearing or non-loading bearing), windows (including glass panes, window frames and sealant around window frames and sliding/swing doors to the Non-enclosed Area and flat roofs), flat roofs, roofs, Non-enclosed Area, the glass and metal parapets/balustrade/fences of the Non-enclosed Area, flat roofs and roof (and claddings thereto) pertaining to the House or their replacement, air conditioning outdoor units and metal grille enclosing the air conditioning outdoor units, pool (if any), filtration plant area (if any), stairhood, garden appertaining thereto or held therewith, pipe ducts serving exclusively thereto or held therewith for residential use, private lift, private lift lobby (if any), metal gate at the entrance, fire services installations and equipment); or

- (b) Unit-01, Unit-02, Unit-03, Unit-05, Unit-06, Unit-07, Unit-08, Unit-09, Unit-10, Unit-11, Unit-12, Unit-15, Unit-16, Unit-17, Unit-18 and Unit-19 in the Lower Block (including, where applicable, the plaster and other internal covering of the External Walls enclosing the Unit and the plaster and covering of the internal surface of other enclosing walls abutting on the Common Areas enclosing the Unit (but not any other part of those walls), all non-structural or non-load bearing internal partitions and walls and part(s) of the parapet wall(s) on the roof pertaining to the Unit, in the case of a non-structural party wall adjoining two Units only up to the mid point of such party wall, windows (including glass panes, window frames, external covering of window frames and sealant around window frames and folding/sliding/swing door to the Non-enclosed Area) of the Unit, skylight, gardens (if any), air conditioning outdoor units and metal grille enclosing the air conditioning outdoor units, stairhood (if any), the Non-enclosed Area, the glass and metal parapets/balustrade of the balcony and fence wall of the garden (but excluding the balustrade (and glass and ancillary features thereto) on the roof pertaining to the Unit), flat roofs and roof(s) pertaining to the Unit or their replacement and/or the pipe ducts serving exclusively thereto or held therewith (if any)).

“Slope and Retaining Structures”

All slopes, slope treatment works, retaining walls and other structures within or outside the Lot, the maintenance of which is the liability of the Owners under the Government Grant or this Deed as for the purpose of identification only shown and coloured Red on the DMC Plan of Slope Area (certified by the Authorized Person that it includes all such slope structures as at the date of this Deed) hereto annexed.

“Special Fund”

A special fund with three separate accounts for the respective types of Common Areas and Common Facilities of the Development to be set up by the Manager pursuant to the provisions of this Deed for expenditure in relation to the management of the Development of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 to the Building Management Ordinance (Cap.344).

“Undivided Shares”

All those 5,530 equal undivided parts or shares of and in the Lot and the Development allocated to the Units and the Common Areas and Common Facilities as set out in the First Schedule hereto; and each equal undivided part or share of and in the Lot and the Development allocated in accordance with the provisions of this Deed or a sub-deed of mutual covenant (if any) an “Undivided Share”.

“Unit” or “Units”

The Residential Unit(s) or Car Park(s) of the Development or each part of the Lot and/or the Development intended for separate use or occupation and of which the Owner, as between himself and Owners or occupiers of other parts of the Development, is entitled to the exclusive possession.

“Works and Installations”

All major works and installations in the Development requiring regular maintenance on a recurrent basis as set out in the Fifth Schedule hereto (subject to revisions as provided in Clause (6:14)(e) of this Deed).

(b) In this Deed (if the context permits or requires) reference to the singular shall include the plural and vice versa and reference to the masculine gender shall include the feminine or neuter gender and words importing persons shall include corporation and vice versa.

(2) The Lot and the Development have been notionally divided into 5,530 equal Undivided Shares and allocated to the Units and the Common Areas and Common Facilities as set out in the First Schedule hereto.

(3) By an Assignment bearing even date herewith and made between the First Owner and the Second Owner, the First Owner assigned to the Second Owner All Those [] equal undivided 5,530th parts or shares of and in the Lot and the Development together with the exclusive right to hold use occupy and enjoy All That [House[] of [Lower/Higher] Block/[Unit-[] on [] Floor and [] Floor of Lower Block] [and All That/Those Car Parking Space(s) No(s).[]]] of the Development.

(4) The Lot and the Development are vested in the First Owner and the Second Owner as Tenants in Common as to [] equal undivided 5,530th parts or shares thereof in the First Owner and as to [] equal undivided 5,530th parts or shares thereof in the Second Owner for the residue/entitlement of the term of years created by the Government Grant subject to the payment of the rent and to the observance and performance of the terms and conditions reserved and contained in the Government Grant.

(5) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, insuring and servicing of the Lot, the Development and its equipment, services and apparatus, and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Development and to provide for a due proportion of the common expenses of the Lot and the Development to be borne by the Owners.

(6) This Deed has been approved by the Director of Lands in accordance with the terms of the Government Grant.

NOW THIS DEED WITNESSETH as follows :-

(1) **MUTUAL GRANTS, EXCEPTIONS TO THE FIRST OWNER ETC.**

(1:01) The First Owner shall at all times hereafter for the residue/entitlement of the term created by the Government Grant have the full and exclusive right and privilege to hold use occupy and enjoy all the Units set out in the First Schedule hereto (save and except the Unit(s) set out in Clause (1:02) of this Deed and the Common Areas and Common Facilities) Together with the appurtenances thereto and the entire rents and profits thereof to the exclusion of the Second Owner subject however to and with the benefit of this Deed.

(1:02) The Second Owner shall at all times hereafter for the residue/entitlement of the term created by the Government Grant have the full and exclusive right and privilege to hold use occupy and enjoy All That [House[] of [Lower/Higher] Block/[Unit-[] on [] Floor and [] Floor of Lower Block] [and All That/Those Car Parking Space(s) No(s).[]]] of the Development Together with the appurtenances thereto and the entire rents and profits thereof to the exclusion of the First Owner subject however to and with the benefit of this Deed.

(1:03) Each Undivided Share and the full and exclusive right and privilege to hold use occupy and enjoy any part of the Lot and/or the Development held therewith shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the easements reservations rights privileges and obligations and the covenants and provisions set out in the Third Schedule hereto.

(1:04) The Owners shall at all times hereafter be bound by and shall observe and perform the covenants provisions and restrictions contained herein and in the Fourth Schedule.

(1:05) Subject to Clause (1:06) of this Deed and the restrictions contained in the Government Grant, every Owner shall have the full right and liberty without reference to the other Owners or any person or persons otherwise interested in any other Undivided Share(s) or interest of and in the Lot and/or the Development in any way whatsoever and without the

necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, let, licence or otherwise dispose of or deal with his Undivided Shares and interest in the Lot and the Development together with the exclusive right and privilege to hold use occupy and enjoy such Units and any part of the Development to which the exclusive right is vested subject to and with the benefit of this Deed but not otherwise Provided that such assignment shall contain a covenant provided in Clause (1:08) and paragraph (1) of the Fourth Schedule hereof.

- (1:06) (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Lot and/or the Development shall not be sold assigned mortgaged charged leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held Provided Always that the provisions of this Clause, subject to the Government Grant, shall not extend to any lease or tenancy or licence the term of which does not exceed 12 years.
- (b) The right to the exclusive use, occupation and enjoyment of any flat roof or roof or Non-enclosed Area or pool or garden shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Unit with which the flat roof or roof or Non-enclosed Area or pool or garden is held.
- (c) The Owner of the Car Park(s) shall not : (1) assign the same or any interest therein without also and at the same time assigning the Undivided Shares of and in the Lot and the Development together with the right to the exclusive use and occupation of a Residential Unit or Residential Units; or (2) underlet the same or any interest therein except to the resident of a Residential Unit PROVIDED THAT nothing herein contained shall prevent the assignment of such Car Park to any person who is already at that time the Owner of the Undivided Shares of and in the Lot and the Development together with the right to the exclusive use and occupation of a Residential Unit or Residential Units PROVIDED FURTHER THAT in any event not more than three in number of the total of the Car Parks shall be assigned to the Owner or underlet to the resident (as the case may be) of any one Residential Unit.

(1:07) Each and every Owner covenants with the First Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and such covenants, rights, entitlements, exceptions and reservations are intended to run and shall run with the Lot and the Development and any interest therein that, the First Owner (excluding the subsequent purchasers of Unit(s) from the First Owner) shall for as long as it remains the beneficial owner of any Undivided Shares have the sole and absolute right in its unfettered discretion 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 and granted and conferred upon the First Owner:-

- (a) subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to change, amend, vary, add to or alter the master layout plans (if any), the landscaping proposals (if any), or the Approved Plans existing at the date hereof from time to time without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the

prior written consent of the Director of Lands or other Government authorities pursuant to the Government Grant or other applicable legislation PROVIDED THAT the exercise of such right shall be restricted to Units which have not been sold or assigned by the First Owner and shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units PROVIDED FURTHER THAT the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed as aforesaid shall not be required if the said right to be exercised (i) relates to or affects only such part of the Development which have not been sold or assigned by the First Owner, (ii) shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units, and (iii) does not involve the modification of the Government Grant;

- (b) subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right for the First Owner, without the necessity to join in any other Owners as party, to apply to the Government to amend, vary or modify the Government Grant, to carve out, surrender, dedicate or assign to the Government either in its own name or in the name of some or all Owners for public use of any portion of the Lot PROVIDED THAT the exercise of such right shall be restricted to Units which have not been sold or assigned by the First Owner and shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units PROVIDED FURTHER THAT the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed as aforesaid shall not be required if the said right to be exercised (i) relates to or affects only such Unit(s) of the Development which have not been sold or assigned by the First Owner, (ii) shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units, and (iii) does not involve the modification of the Government Grant and/or adjustment of the boundary of the Lot;
- (c) the full and unrestricted right to designate or re-designate the numbering for those Units which have not been sold or assigned by the First Owner and are wholly owned by the First Owner and to alter the use of any part of the Development which have not been sold or assigned by the First Owner to other uses subject to the Government Grant and necessary consent and/or approval from the competent authorities;
- (d) subject to the approval of the Director of Lands, the right to adjust and/or allocate and/or sub-allocate the number of Undivided Shares in the Lot and the Development in respect of any parts thereof retained by the First Owner and the Management Shares relating thereto on the same basis of allocation as other parts of the Lot and the Development provided that the total number of Undivided Shares and Management Shares shall remain unchanged and provided further that such adjustment, allocation and/or sub-allocation shall not increase the proportion of other Owners' contribution to Management Expenses and should not result in disproportionate voting rights at Owners' meeting convened under this Deed being granted to the Owners of specific parts of the Development and the prevention or hindrance of the incorporation of the Owners' Corporation;

- (e) subject to the written approval by a resolution of Owners at an Owners' meeting convened under this Deed and the compliance with the applicable ordinances and regulations, the right to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other similar structures within the Lot and the Development for the purpose of supplying utility services to the Lot and the Development only but not to the adjoining land. Any payment received for the approval (if any) must be credited to the relevant account of the Special Fund;
- (f) the right to change the name of any part of the Development then owned by the First Owner at any time;
- (g) the right to alter and demolish any part of the Development which have not been sold or assigned by the First Owner (including any walls and partition which have not been sold or assigned by the First Owner) subject to the Government Grant provided that necessary consent or approval is obtained from the relevant Government authorities;
- (h) subject to the approval of the Owners' Committee, the right to convert any part of the Common Areas and the Common Facilities to the First Owner's own use or for the First Owner's own benefit PROVIDED THAT such conversion shall comply with the requirements of the Government Grant and Provided Further That any payment received for the approval of the Owners' Committee must be credited to the relevant account of the Special Fund;
- (i) subject to the approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the right to designate and declare by deed any area or part or parts of the Development and/or facilities and/or equipment, the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then owned by the First Owner to be additional Development Common Areas or additional Duplex Units Common Areas or additional Residential Common Areas or additional Car Park Common Areas and/or additional Development Common Facilities or additional Duplex Units Common Facilities or additional Residential Common Facilities or additional Car Park Common Facilities whereupon with effect from such designation and declaration such additional Development Common Areas or additional Duplex Units Common Areas or additional Residential Common Areas or additional Car Park Common Areas and/or additional Development Common Facilities or additional Duplex Units Common Facilities or additional Residential Common Facilities or additional Car Park Common Facilities shall form part of the Development Common Areas or the Duplex Units Common Areas or the Residential Common Areas or the Car Park Common Areas and/or the Development Common Facilities or the Duplex Units Common Facilities or the Residential Common Facilities or the Car Park Common Facilities as provided in this Deed (as the case may be) and the Owners shall contribute to the maintenance and upkeep of the same as being part of the Development Common Areas or the Duplex Units Common Areas or the Residential Common Areas or the Car Park Common Areas and/or the Development Common Facilities or the Duplex Units Common Facilities or the Residential

Common Facilities or the Car Park Common Facilities (as the case may be) PROVIDED THAT such areas and facilities to be so designated and declared shall be for the beneficial use of the Owners PROVIDED FURTHER THAT no Owner (including the First Owner) and no Manager shall have the right to re-convert or re-designate such Common Areas and Common Facilities to his or its own use or benefit;

- (j) notwithstanding anything herein contained but subject to Clause (3:01:07) of this Deed, the right and obligation to assign the whole of the Undivided Shares in the Common Areas and Common Facilities (but not a part thereof) upon execution of this Deed and those parts designated and declared as additional Development Common Areas or additional Duplex Units Common Areas or additional Residential Common Areas or additional Car Park Common Areas and/or additional Development Common Facilities or additional Duplex Units Common Facilities or additional Residential Common Facilities or additional Car Park Common Facilities pursuant to Clause (1:07)(i) of this Deed after such designation and declaration to the Manager free of cost or consideration to be held on trust for all Owners and for the general amenity of the Owners and other occupants of the Development Subject to the Government Grant and to this Deed. Such Undivided Shares together with the exclusive right to hold, use, occupy and enjoy the Common Areas and Common Facilities shall be assigned to and vested in the Manager free of costs or consideration upon execution of this Deed and shall upon such assignment to the Manager be held by the Manager as trustee for all Owners for the time being and in the event the Manager shall resign or be wound up or have an order for appointment of receiver or a bankruptcy order (as the case may be) made against it or is removed and another manager be appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Undivided Shares together with the Common Areas and Common Facilities which they represent free of costs or consideration to the new manager PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities and entitlements of the Manager contained in this Deed PROVIDED FURTHER THAT when the Owners' Corporation has been formed, the Manager shall, at any time if required by the Owners' Corporation, assign the Undivided Shares allocated to the Common Areas and Common Facilities together with the right to use the Common Areas and the Common Facilities to the Owners' Corporation free of costs or consideration; but nothing herein shall absolve the First Owner from the obligations under the Government Grant;
- (k) without the necessity of making every Owner a party thereto to enter into a sub-Deed of Mutual Covenant in respect of any part of the Development owned by the First Owner for the purpose of making further provisions for the management, maintenance and servicing of that part of the Development for which it is made and its equipment, services and apparatus and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof Provided Always that their rights and interest shall not be adversely affected and Provided further that any sub-Deed of Mutual Covenant shall be previously approved in writing by the Director of Lands unless the Director of Lands, in his absolute discretion, waives the requirement of approval

of such sub-Deed of Mutual Covenant and that such sub-Deed of Mutual Covenant shall not conflict with the provisions of this Deed and shall not affect the rights, interests or obligations of other Owners;

- (l) subject to the approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to obtain for the benefit of the Owners for the time being of the Development or any part thereof and their servants, agents, licensees, tenants and lawful occupants the grant of any rights, rights of way or easements or quasi easements (including but not limited to the right to use any roads, footbridges, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by modification or waiver of the Government Grant or licence on such terms and conditions and from such persons as the First Owner shall deem fit;
- (m) subject to the provisions of the Government Grant and the approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to grant any rights, rights of way or easements or quasi easements (including but not limited to the right to use any roads, driveways, footbridges, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, 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 the Common Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands or any land adjoining or connected to any adjoining or neighbouring land whether by any private or public road or passageway or sub-way or otherwise whatsoever on such terms and conditions and to such persons as the First Owner shall deem fit Provided Always that any money received from the grant of any such rights shall form part of the Special Fund and credited to the relevant account;
- (n) the right to enter into and upon all parts of the Lot and the Development (other than any part of the Development that have already been sold or assigned) with contractors, surveyors, workmen and all other necessary authorized persons and all necessary equipment, plant and materials for the purposes of constructing and completing the Development on the Lot or any part thereof in accordance with the Approved Plans and may for such purpose carry out all such works in, under or over the Lot (save and except such parts of the Development as aforesaid) as it may from time to time see fit Provided that nothing herein shall absolve the First Owner from obtaining any prior Government approval which may be required for the same. The right of the First Owner to enter the Lot to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorized by the First Owner. The First Owner in pursuance of such work may from time to time issue in writing to the Owners instructions as to the areas or parts of the Lot (save and except such parts of the Development as aforesaid) that the Owners, their servants, agents or licensees may or may not use while such works are being carried out;

PROVIDED THAT in doing of any of the aforesaid acts or deeds or the exercise of any of aforesaid rights by the First Owner under Clause (1:07)(a) to (n) (collectively, “the Reserved Acts, Deeds and/or Rights”), the First Owner undertakes and covenants with other Owners that (i) any administrative fee, premium, approval fee and/or other charges and expenses as may be required for the Reserved Acts, Deeds and/or Rights for the sole benefit of the First Owner (but not other Owners) shall be borne by the First Owner; (ii) the Reserved Acts, Deeds and/or Rights, and the works necessitated thereby shall not interfere with an Owner’s exclusive right to hold, use and occupy the part of the Development to which he is entitled or impede or restrict the access to and from any such part of the Development or interfere with the use and enjoyment of the Common Areas and the Common Facilities by such Owner; and (iii) the works aforesaid shall be carried out and completed, and any damage or loss caused to any part or parts of the Development or to the property of any Owner shall be made good, at the cost and expense of the First Owner with due diligence in accordance with or in compliance of the provisions of the Government Grant and all applicable legislation causing least disturbances and without negligence or delay.

(1:08) An Owner shall not be entitled to assign the part of the Development which he owns (“the Property”) unless the Assignment includes a covenant similar in scope and extent as the following:

“The Purchaser covenants with the Vendor for itself and as agent for Cheong Ming Investment Co., Limited (昌明置業有限公司) (“Developer”) for the purpose of enabling the Developer to exercise all or any of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted under Clause (1:07) of the Deed of Mutual Covenant and Management Agreement dated [] relating to the building of which the Property forms part (“the Deed of Mutual Covenant”) and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression “the Covenanting Purchaser”) and shall enure for the benefit of the Development and be enforceable by the Vendor and/or the Developer (as the case may be) that :-

- (i) the Covenanting Purchaser grants confirms and acknowledges the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and conferred on the Developer under Clause (1:07) of the Deed of Mutual Covenant and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the Developer;
- (ii) the Covenanting Purchaser shall, if required by the Developer, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the Developer, to facilitate the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the Developer;

- (iii) in order to secure the performance of the covenants contained in the said Clause (1:07), the Covenanting Purchaser hereby (jointly and severally) expressly and irrevocably appoints the Developer to be his attorney (with full power of substitution and delegation and, who may act through such officers, employees, agents, nominees and any substitute attorneys as the Developer from time to time appoints) and grants unto the Developer the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations conferred on the Developer as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant and will ratify and confirm all that the Developer shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenanting Purchaser and shall not be revoked by the Covenanting Purchaser or by the death incapacity or the winding up (as the case may be) of the Covenanting Purchaser; and
- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms substantially the same in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained and this covenant (iv)

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

(2) **PARTY WALLS**

(2:01) Owners who have a common wall or fence wall adjoining their respective Units and/or flat roof and/or roof shall each have the right to the use of the interior surface of the wall or fence wall on his side subject to an obligation to maintain repair and reinstate such interior surface. Without prejudice to the said obligation, if the wall or fence wall or any portion thereof (being not structural wall nor load bearing wall under the Approved Plans and not forming part of the Common Areas) is damaged or injured for any cause other than the act or negligence of either Owner, it shall be repaired or rebuilt or reinstated at their joint cost and expense with

each bearing half of such cost and expense and such Owners shall repair rebuild or reinstate the wall or fence wall and contribute to such cost and expense forthwith.

(2:02) Neither Owner in respect of a common wall or fence wall adjoining their respective Units and/or flat roof and/or roof shall use any portion of the wall or fence wall so as to interfere with the use and enjoyment of the other Owner in respect thereof. Neither Owner shall erect any fence or any structure or protrusion (such as spikes or wire) on top of the wall or fence wall without the written consent of the other Owner and the written consent of the Manager. Neither Owner shall put structures of any kind onto or so near to the wall or fence wall as to cause leakage of water or damage or nuisance to the other side of the wall or fence wall or as to be likely to cause the wall or fence wall to collapse. If the wall or fence wall or any portion thereof, except the interior surface of one side, is damaged or injured from any cause other than the act or negligence of either Owner, it shall be repaired or rebuilt or reinstated at their joint cost and expense. Neither Owner shall make any alteration or addition to the exterior of the wall or fence wall without the prior written consent in writing of the Manager provided that the wall or fence wall at roof floor level shall not be altered in any event.

(3) **MANAGEMENT**

(3:01) **General**

- (3:01:01) (a) Subject to the provisions of the Building Management Ordinance (Cap.344), the management of the Lot and the Development shall for an initial period of two years from the date of this Deed be undertaken by the Management Company. Prior to the formation of the Owners' Corporation, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting convened under this Deed and supported by the Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Common Facilities) and by giving not less than 3 calendar months' notice in writing to the Manager. The appointment of the Management Company shall continue unless so terminated or terminated in accordance with Clause (3:01:02).
- (b) No resignation of the Manager shall take effect unless he has previously given not less than 3 months' notice in writing of his intention to resign:-
- (i) by sending such a notice to the Owners' Committee; or
 - (ii) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.
- (c) The notice referred to in sub-clause (b)(ii) may be given :-
- (i) by delivering it personally to the Owner; or

- (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (3:01:02) (a) Subject to sub-clause (d), at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution :-
- (i) passed by a majority of the votes of the Owners voting either personally or by proxy; and
 - (ii) supported by the Owners of not less than 50% of the Undivided Shares in aggregate,
- terminate by notice the Management Company's appointment as Manager without compensation.
- (b) A resolution under sub-clause (a) shall have effect only if :-
- (i) the notice of termination of appointment is in writing;
 - (ii) 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 Management Company for the payment to him of a sum equal to the amount of remuneration which would have accrued to him during that period;
 - (iii) the notice is accompanied by a copy of the resolution terminating the Management Company's appointment; and
 - (iv) the notice and the copy of the resolution is given to the Management Company within 14 days after the date of the meeting.
- (c) The notice and the copy of the resolution referred to in sub-clause (b)(iv) may be given :-
- (i) by delivering them personally to the Management Company; or
 - (ii) by sending them by post to the Management Company at his last known address.
- (d) For the purposes of sub-clause (a): -
- (i) only the Owners of Undivided Shares who pay or who are liable to pay the Management Expenses relating to those Undivided Shares shall be entitled to vote;

- (ii) the reference in sub-clause (a)(ii) 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.
- (e) If a contract for the appointment of a Manager other than the Management Company contains no provision for the termination of the Manager's appointment, sub-clauses (a), (b), (c) and (d) apply to the termination of the Manager's appointment as they apply to the termination of the Management Company's appointment.
- (f) Sub-clause (e) operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the Management Company to terminate the appointment of the Manager.
- (g) If a notice to terminate a Manager's appointment is given under this Clause: -
 - (i) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (ii) if no such appointment is approved under sub-clause (i) 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.
- (h) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under sub-clause (g)(ii), 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 that sub-clause that may otherwise render that person liable for a breach of that undertaking or agreement.
- (i) This Clause is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under section 34E(4) of the Building Management Ordinance (Cap.344) but does not apply to any single manager referred to in that section.

(3:01:03) Subject to the provisions of the Building Management Ordinance (Cap.344), each Owner hereby irrevocably appoints the Manager as agent and attorney for and on behalf of all the Owners in respect of any matter concerning the Common Areas and Common Facilities or any part(s) thereof and all other matters duly authorised in accordance with the provisions of this Deed and the Manager will have the authority to do such acts and things as may be necessary or expedient for the management of the Development for and on behalf of all Owners in accordance with the provisions of this Deed.

(3:01:04) If the Manager shall resign by giving 3 calendar months' notice in writing to the Owners' Committee or to all the Owners then the Owners shall as soon as possible thereafter at a meeting of the Owners convened under this Deed by resolution appoint another person or corporation in its stead. On the appointment of any Manager as aforesaid, the Owners shall as soon as practicable enter into a Management Agreement with the new Manager defining the rights, duties and obligations of the new Manager.

(3:01:05) The Manager shall be bound by and shall observe and perform all of the conditions, duties and obligations contained in this Deed and shall have all of the rights, powers and privileges granted by this Deed to the Manager.

(3:01:06) Notwithstanding anything herein contained, during the existence of the Owners' Corporation under the Building Management Ordinance (Cap.344), the general meeting of the Owners' Corporation convened under the Building Management Ordinance (Cap.344) shall replace and substitute the meeting of Owners convened under this Deed and where a management committee of the Owners' Corporation is or has been appointed, the management committee of the Owners' Corporation shall replace and substitute the Owners' Committee formed under this Deed.

(3:01:07) The First Owner shall, upon execution of this Deed, assign all the Common Areas and Common Facilities and the Undivided Shares thereof free of costs or consideration to the Manager, who shall hold the same on trust for all Owners. The Manager shall assign all the Common Areas and Common Facilities and the Undivided Shares thereof free of costs or consideration to its successor as manager when it resigns, is being wound up or ceases to be the Manager for whatsoever reasons. The Manager shall assign all the Common Areas and Common Facilities and the Undivided Shares thereof and transfer the management responsibilities free of costs or consideration to the Owners' Corporation (if formed) at any time if so required by the Owners' Corporation to be held on trust for all Owners.

(3:01:08) The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Development.

(3:02) Powers and Duties of the Manager

(3:02:01) Save and except as otherwise expressly provided in this Deed, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for and in connection with the proper and efficient management of the Development, including in particular but without in any way limiting the generality of the foregoing :-

- (a) to maintain in good, clean and safe condition the Common Areas and the Common Facilities and for this purpose to employ reputable and competent contractors and workmen;
- (b) to take reasonable steps to ensure that all Owners or occupiers of the Units maintain the Unit(s) owned or occupied by them in a satisfactory manner so as not to cause any damage or nuisance to other Units or the Common Areas or Common Facilities and if there be any default on the part of any

such Owners or occupiers, to put in hand any necessary maintenance and to take all necessary steps to recover the cost thereof from the defaulting Owner or occupier Provided That if the defaulting Owner or occupier causes damage or nuisance to other Units or the Common Areas or Common Facilities because of his failing to maintain the Unit owned or occupied by him in a satisfactory manner, the Manager shall have the right but shall not be obliged to put in hand such necessary maintenance and to take such necessary steps to recover the cost thereof from the defaulting Owner or occupier;

- (c) to paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Development all structures erected on the Common Areas or forming part of the Common Facilities at such intervals as the same may reasonably be required to be done and in the event if so required by any Government departments;
- (d) to prevent any decaying, noisome, noxious, excrementitious or other refuse matter from being deposited on the Common Areas or any part thereof and to specify locations in the Development for disposal of refuse or garbage by Owners and occupiers of the Units and to collect and remove all such refuse and garbage from such specified locations and also to arrange for disposal of refuse and garbage from the Common Areas and Common Facilities at such regular intervals and to maintain on the Development refuse collection facilities PROVIDED THAT in the case of refuse the nature or quality or quantity of which shall in the reasonable opinion of the Manager require special arrangement or facility for its disposal beyond the normal refuse collection facilities employed by the Manager, the Owner responsible for such refuse shall arrange for its disposal at his own expenses as soon as practicable after being so demanded by the Manager, failing which the Manager shall have the sole discretion to remove and dispose of such refuse as aforesaid and such Owner shall repay to the Manager the costs and expenses in connection with such removal and disposal;
- (e) to prevent the obstruction of all the Common Areas and subject to reasonable prior written notice being given to the Owner or occupier concerned (except in case of emergency) to remove and impound at the cost and expense of the defaulting Owner or occupier any article or thing causing the obstruction and to demolish illegal structures and/or extensions;
- (f) to repair and keep in good repair and condition the main building structure, the External Walls forming parts of the Common Areas, top roof, roof, flat roofs (but excluding any roof or flat roofs forming part of the Units), refuge floor, parapet walls, the fabric of the Development and the Common Areas;
- (g) to keep all the Common Facilities in good and working order and whenever it shall be necessary to renew or replace the same and subject to

Clause (3:02:02) enter into contracts with third parties for the maintenance of any such Common Facilities;

- (h) to keep such of the lavatories, drains and sewers as are in common use and not for the use of any particular Unit in the Development in good clean and sanitary repair and condition and to renew or replace any parts that become damaged or defective;
- (i) to prevent as far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Lot and/or the Development into any part of any road, culverts, sewers, drains, nullahs or Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in under over or adjacent to the Lot and/or the Development 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;
- (j) to remove any structure, installation, advertisement, signboard or other things on the Lot and/or the Development which have been erected in contravention of the terms of the Government Grant and/or this Deed and to demand and recover from the person by whom such structure or other thing as aforesaid was erected or installed the cost of such removal and the making good of any damage thereby caused;
- (k) to prevent the Owners from making or suffering to be made any external or structural alterations to any Units or any part thereof of which they are entitled to the exclusive possession or to any external feature of the Units unless such alterations are permitted by the terms hereof;
- (l) to replace any glass in any broken windows or doors or walls of the Common Areas;
- (m) to maintain and keep in good repair and condition all water pumps, tanks, pipes, ducts, sewers, drains, transformer room(s), switch room(s), intercom (if any), emergency generator and security systems (if any), cables and wiring in the Lot and/or the Development which are for the common use and benefit of the Lot and/or the Development but not for the use and benefit of a particular Unit;
- (n) to maintain and keep in good repair and condition the lifts, the machine room(s) and meter room(s) in the Development forming parts of the Common Areas or Common Facilities and to replace any part that requires replacement;
- (o) to prevent any persons from detrimentally altering or injuring the Lot and/or the Development or any part thereof or any of the equipment apparatus services or facilities thereof forming parts of the Common Facilities;

- (p) to maintain fire services installation or equipment and to comply with all requirements of the Fire Services Department;
- (q) to provide watchmen, porters and such other staff as determined by the Manager at its reasonable discretion and to provide and maintain the burglar alarm and security system(s) (if any) and such other security installation and, so far as may be possible, to provide and maintain good security in the Lot and Development at all times;
- (r) to maintain and operate or contract for the installation, maintenance and operation and/or use of aerial broadcast distribution or telecommunication network facilities (including but not limited to satellite dishes and/or cables (if any), the wireless and/or television aerials) and other transmission devices and equipment which serve the Development provided that any contract for the installation or use of or the provision of the aforesaid facilities or services to be entered into by the Manager shall be subject to the conditions that (i) the term of such contract will not exceed 3 years; (ii) the right to be granted under such contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service;
- (s) to do all things necessary for the purposes of maintaining all facilities and services in or on the Lot and/or the Development for good management and the better enjoyment or use of the Lot and the Development by its Owners, occupiers and their licensees;
- (t) to appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in connection with the management of the Lot and/or the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Lot and the Development of all legal proceedings relating to the Lot and/or the Development its services apparatus and equipment (but not 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 seven days of being requested so to do by the competent Government officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purposes of Order 10 Rule 1 of the Rules of High Court (or any provision amending or in substitution for the same) or otherwise;
- (u) to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility company or any competent authority or any other person whomsoever in any way touching or concerning the Lot and the Development as a whole, or its equipment apparatus services or facilities forming parts of the Common Facilities;

- (v) subject to Clause (6:12) hereof, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects and other professional advisers and consultants, contractors, workmen, servants, agents (including professional property management company), watchmen, caretakers, technical and administrative staff and other building staff and attendants and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Lot and the Development or the management thereof on behalf of all the Owners for the time being;
- (w) to take all steps necessary or expedient and carry out all works and do all things necessary for the enforcement of or for complying with the Government Grant and any statutory or Governmental requirements and any obligations (contractual or otherwise) concerning or relating to the Lot and/or the Development for which no Owner, tenant or occupier of the Lot and/or the Development is solely responsible;
- (x) to demand collect and give receipts for all amounts payable by the Owners under the provisions of this Deed;
- (y) to enforce the due observance and performance by the Owners of the terms and conditions of this Deed and those of the Government Grant and to take action in respect of any breach thereof including the commencement conduct and defence of any legal proceedings and the registration and enforcement of charges as hereinafter mentioned;
- (z) unless otherwise directed by the Owners' Corporation, to effect and update insurance in respect of the Common Areas and the Common Facilities up to their full new reinstatement value against loss or damage by fire and water and such other risks or perils and to effect and update public, occupier's and employer's liability insurance or alternatively to procure block insurance for the Development as a whole including those areas which are not the Common Areas and the Common Facilities against such loss or damage or risk and in such amount as the Manager shall reasonably consider appropriate, such insurance to be in the name of the Manager for and on behalf of itself as manager and the Owners according to their respective interests in the Lot and the Development and to pay all premia required to keep such insurance policies in force. Subject to any direction given by the Owners' Corporation, the parts of the Common Areas and the Common Facilities, the risks and perils and the liability to be insured and the amount of insurance cover shall be reasonably determined by the Manager in accordance with good management practice;
- (aa) to keep proper accounts of all expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder as herein provided;
- (ab) to deal with all enquiries, complaints, reports and correspondence relating to the Development;

- (ac) to recruit and employ such staff as may from time to time be necessary to enable the Manager to comply with its duties hereunder on such terms as the Manager shall in its reasonable discretion decide and to provide guard rooms, office for watchmen/caretakers, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (ad) to pay and discharge out of all monies collected from the Owners under Clause (3:05:01) of this Deed all outgoings relating to the management of the Lot and the Development;
- (ae) to allocate or apportion the salary or remuneration payable to managerial or management staff;
- (af) to do all such other things as are reasonably incidental to the management of the Lot and the Development in accordance with the terms and conditions of this Deed and the Government Grant or for the common benefit of the Owners;
- (ag) subject to the approval of the Owners' Committee or the Owners' Corporation (if formed) and subject to Clause (3:02:01)(r) hereof, to lease, license, install or contract for the leasing, licensing, installation of the communal radio and/or television aerials and/or satellite dishes and/or satellite master antenna television system and/or cable television system and/or internet services or other transmission device which serve the Development and all monies received shall be held as part of the Management Fund of the Development and be credited and applied accordingly;
- (ah) to remove any dogs, cats or other animals or fowls from the Lot and the Development, if in the reasonable opinion of the Manager, such animals or fowls are causing a nuisance to other Owners or occupiers of the Lot and the Development;
- (ai) to provide such Christmas, Chinese New Year, festive and other decorations for the Development as the Manager shall in its reasonable discretion consider desirable;
- (aj) to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and for such purpose to engage a landscape architect or consultant;
- (ak) subject to the prior approval of the Owners' Committee or the Owners' Corporation (if formed), to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Common Facilities, and subject to the additional prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed to grant licences to other persons to install or affix chimneys, flues, pipes or any other structures or facilities on or within the Common Areas,

and on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion consider appropriate Subject Always to the provisions of the Government Grant and this Deed PROVIDED THAT all income arising therefrom shall form part of the Management Fund and be dealt with in accordance with the provisions of this Deed and PROVIDED THAT any payment received for the approval must be credited to the relevant account of the Special Fund and PROVIDED FURTHER THAT the grant of such franchises, leases, tenancy agreements and licences shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the part of the Development to which he is entitled or impede or restrict the access to and from any such part of the Development;

- (al) to impound and/or remove any vehicle or motor cycle or bicycle parked anywhere on or in the Common Areas not so designated for parking of any vehicle or motor cycle or bicycle without the consent of the Manager or which shall cause an obstruction or which is contrary to the provisions of this Deed or the Development Rules or the owner of which vehicle or motor cycle or bicycle has defaulted in payment of parking fees and any damage caused to such vehicles or motor cycles or bicycles during or as a consequence of such impoundment or removal shall be the sole responsibility of the owner thereof;
- (am) to make Development Rules in accordance with Clause (3:02:04) of this Deed to protect the environment of the Development 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;
- (an) 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 Slope and Retaining Structures in compliance with the Government Grant and in particular in accordance with the Geoguide 5 - Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Maintenance Manual for the Slope and Retaining Structures and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of the Slope and Retaining Structures. For this purpose, the Manager shall have the right to demand from the Owners, and the Owners shall be liable to pay, such contributions to all the costs lawfully incurred or to be incurred in carrying out such maintenance and repair and any other works in respect of the Slope and Retaining Structures by way of a lump sum or instalments or otherwise as the Manager shall decide Provided that the Manager shall not be made personally liable for carrying out any such requirements in respect of the Slope and Retaining Structures under the conditions of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners. For the purpose of this Clause, the Manager shall include the Owners' Corporation (if formed);

- (ao) in the event of the covenants contained in Clauses (37) and (41) in the Fourth Schedule hereto being in breach, the Manager without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owner to rectify the breach as soon as practicable and if necessary to reinstate the Non-enclosed Area to their original state under the Approved Plans and if the defaulting Owner shall fail to comply with the Manager's demand, the Manager shall have the right to take necessary steps to secure compliance with the aforesaid covenant including but not limited to the right to enter upon the Residential Unit concerned (including the Non-enclosed Area provided therein) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Area or the Residential Unit which are in breach of the aforesaid covenant. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for and in relation to the steps taken by the Manager for the aforesaid purpose and all costs recovered by the Manager shall be credited to the Management Fund or the relevant account of the Special Fund from which the costs incurred by the Manager was drawn;
- (ap) to organise such social activities whether within or outside the Development as the Manager may reasonably consider appropriate to promote the neighbourhood relationship of the Owners and the occupiers and to charge a reasonable fee therefor PROVIDED THAT any part of such fee so charged and received by the Manager as aforesaid which have not been used for the purpose of such activities shall be credited to the Management Fund for the benefit of the Owners;
- (aq) to discontinue the provision of management services to Owners who fail to pay fees or to comply with any other provisions under this Deed;
- (ar) upon giving reasonable prior notice to the Owners (save and except in case of emergency), to temporarily close or suspend the use of any part of the Common Areas and the Common Facilities for safety reason and for this purpose to take any necessary measure or make any rule in such manner as the Manager shall think fit after obtaining approval or consent from the Owners' Committee (if any) or Owners' Corporation (if formed) provided that such closure or suspension shall not interfere with the Owners' right to hold, use occupy and enjoy their Units nor impede or restrict the access to and from the Units of any Owners; and
- (as) to take all steps necessary or expedient and carry out all works and do all things necessary for the compliance with Condition No.(3) in the Schedule of the Modification Letter dated 26 November 2012 and registered in the Land Registry by Memorial No.12112902870110.
- (3:02:02) (a) Subject to sub-clauses (b) and (c) of this Clause (3:02:02) below and the provisions in Schedule 7 to the Building Management Ordinance (Cap.344), 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 the sum 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 Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344).
- (b) Subject to sub-clause (c) of this Clause (3:02:02) below and the provisions in Schedule 7 to the Building Management Ordinance (Cap.344), 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 a sum which is equivalent to 20% of the annual 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 Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
 - (ii) if there is no Owners' Corporation:
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) of this Clause (3:02:02) above do not apply to any supplies, goods or services which but for this sub-clause would be

required to be procured by invitation to tender (referred to in this sub-clause as "relevant supplies, goods or services"):

- (i) where there is an Owners' Corporation, if:
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
 - (2) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
- (ii) where there is no Owners' Corporation, if:
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
 - (2) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

(3:02:03) Notwithstanding anything herein contained, the Manager shall not (except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed) be entitled to effect any improvements to the facilities or services in or on the Lot and/or the Development which involves expenditure in excess of 10% of the current annual budget referred to in Clause (3:07:01) of this Deed.

(3:02:04) The Manager may (i) before the formation of the Owners' Committee and if the Owners' Committee or the Owners' Corporation is formed, then subject to the approval of the Owners' Committee or the Owners' Corporation (as the case may be), make the Development Rules and (ii) amend the Development Rules subject to the approval of the Owners' Committee (if any) or the Owners' Corporation (if formed), but the same must not be inconsistent with or contravene this Deed, the Building Management Ordinance (Cap.344) or the terms of the Government Grant and such Development Rules shall be binding on all of the Owners of the Development and their tenants, licensees, servants or agents. A copy of the Development Rules from time to time in force shall be posted on the public notice board in the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges and such charges shall be credited to the Management Fund.

(3:02:05) All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.

(3:02:06) Neither the Manager nor any employees contractors servants agents or other person employed by the Manager shall 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 Owners or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance of or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees contractors servants agents or such other person employed by the Manager, and no Owner will be required to indemnify the Manager or his employees, agents or contractors from and against any action, claim etc. arising out of any such act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees contractors servants agents or such other person employed by the Manager.

(3:02:07) The Manager shall have the right with or without workmen :-

- (a) upon reasonable notice (except in case of emergency) to enter upon any part of the Lot or the Development or any of the Units as may be necessary for the purpose of effecting necessary inspection, maintenance (excluding decoration), replacement, cleaning, painting and repairs to the Development or any part or parts thereof or the Common Areas and Common Facilities and/or abating any hazard or nuisance which does or may affect the Common Areas or Common Facilities or other Owners and also for the purpose of inspecting replacing repairing cleaning and maintaining any of the water mains and pipes or other apparatus and equipment serving any part of the Lot and/or Development whether or not the same belong exclusively to any one Unit and, if the water mains and pipes or the apparatus and equipment or the item of repair shall belong exclusively to one Unit and the Owner of that Unit fails to repair or replace such water mains and pipes or the apparatus and equipment or item of repair within reasonable time after receipt of the request of the Manager, to charge the Owner the cost of repairing and/or replacement Provided that the Manager shall cause as little disturbance as possible when carrying out such works and repair at its own costs and expenses any damage caused thereby and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager or its employees contractors servants and agents; and
- (b) to provide within the Common Areas and Common Facilities such fixtures, fittings and furniture and other equipment as it may consider appropriate and to repair, replace and maintain the same and the costs, charges and expenses thereof shall form part of the cost of the management under separate management accounts as referred to in Clause (3:07:03) of this Deed.

(3:02:08) The Manager, its employees, contractors, servants, agents or other persons employed by the Manager shall not be liable for any interruption in any of the services hereinbefore mentioned by reason of necessary maintenance of any installations, apparatus,

equipment, or damage thereto or destruction thereof by fire, water or Act of God or by reason of mechanical or other defect or breakdown or inclement weather conditions or unavoidable shortage of fuel, materials, water, labour or other cause beyond the Manager's control nor for the security or safekeeping of the Lot and the Development or any persons or contents therein Provided that the Manager shall be liable for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, contractors, servants, agents and other persons employed by the Manager.

(3:02:09) The Manager shall ensure that its servants, agents, contractors or other persons employed or appointed by the Manager remain responsible and answerable to the Manager.

(3:03) The Manager's Remuneration

(3:03:01) The Manager's Remuneration (expressed as a monthly amount) shall be the sum equivalent to 10% of the Management Expenses. No variation of the aforesaid percentage may be made except with approval by a resolution of Owners at an Owners' meeting convened under this Deed. The Manager's Remuneration shall be paid by the Owners monthly in advance on the first day of every calendar month by reference to the total budgeted Management Expenses with adjustment to be made at the end of each financial year when the total Management Expenses are ascertained. For the purpose of calculating the Manager's Remuneration, the Management Expenses shall exclude (i) the Manager's Remuneration itself and (ii) any Capital Expenditure or expenditure drawn out of the Special Fund Provided that by a resolution of Owners at an Owners' meeting convened under this Deed, any Capital Expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the aforesaid rate or at such lower rate as the Owners may consider appropriate.

(3:03:02) The Manager's Remuneration shall not be subject to any requirement that the Manager shall disburse from such money to meet expenses in respect of any staff (whether managerial or otherwise), facilities, accountancy services or other professional services, the cost for which shall be a direct charge upon the Management Fund.

(3:04) Management Expenses

(3:04:01) For the purpose of fixing the contributions payable by the Owners, the Manager shall prepare the budgets referred to in Clause (3:07:01) of this Deed.

(3:04:02) The said budgets shall cover all costs expenses and outgoings necessarily and reasonably incurred in relation to the management of the Lot and the Development including without limiting the generality of the foregoing the following items :-

- (a) Subject to Clause (3:05:04)(e) of this Deed, Government Rent in respect of the Lot (before separate assessment of individual Units has been made by the Government) or in respect of the Common Areas and all sums payable under the Government Grant (if any);
- (b) the cost of carrying out all or any of the duties of the Manager set out in Clause (3:02) of this Deed;

- (c) the cost of purchasing or hiring all necessary plant, equipment, apparatus, tools and machinery;
- (d) remuneration and expenses including but not limited to salaries, provident fund, long service payment and other statutory payments under the Employment Ordinance or other applicable ordinances and premium for employee's medical insurance for all management staff, caretakers, security guards, watchmen, cleaners, attendants, gardeners and administrative and clerical staff employed by the Manager for the proper administration and management of the Lot and the Development;
- (e) all reasonable professional fees and costs incurred by the Manager including :-
 - (i) fees and costs of surveyors, rating surveyors, valuers, architects, engineers and others employed in connection with the management, maintenance and improvement of the Lot and the Development;
 - (ii) solicitors and other legal fees and costs incurred in the exercise of its rights, powers and duties under this Deed; and
 - (iii) fees and costs of any accountants, auditors and/or any other consultants employed in connection with the accounts or the Manager's statements as hereinafter referred to;
- (f) all water, gas, electricity, telephone and other service charges for or in connection with the Common Areas and the Common Facilities;
- (g) the cost of all fuel and oil incurred in connection with the operation of the plant, equipment and machinery provided by the Manager for the benefit of the Lot and the Development and the Owners thereof commonly;
- (h) the cost of providing emergency generators (if any) and the cost of providing emergency lighting of the Lot and the Development;
- (i) the cost of effecting insurance in respect of public liability, occupier's liability, employer's liability, employees' compensation and fire and other perils in respect of the Common Areas and Common Facilities and structures, equipment and utensils intended for common use;
- (j) all charges, assessments, impositions and other outgoings payable by the Owners in respect of all parts of the Common Areas;
- (k) the cost of postage, stationery, printing and other sundry items incurred by the Manager in connection with the management of the Lot and the Development;
- (l) the cost of maintaining in good order and repair all Common Areas, Common Facilities and any other facilities related to the provision of services within the Lot and the Development;

- (m) any other expenditures which are necessary for the good estate management of the Common Areas and Common Facilities;
- (n) auditor's fees;
- (o) secretarial and accounting charges in connection with the management of the Lot and the Development;
- (p) the cost for cultivation, irrigation and maintenance of the green walls, shrubs, trees, lawn, grass, planters and landscaped areas on the Common Areas;
- (q) the cost of engaging suitable qualified personnel to inspect keep and maintain in good substantial repair and condition the Slope and Retaining Structures in compliance with the Government Grant and in accordance with the Maintenance Manual for the Slope and Retaining Structures and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of the Slope and Retaining Structures and all costs incurred or to be incurred in carrying out maintenance, repair and any other works in respect of the Slope and Retaining Structures;
- (r) the cost for organizing activities for owners/occupiers of the Development to participate;
- (s) any fees or charges payable to the Government or any other person under any licence agreement, wayleave agreement, deed of grant of easement and/or right of way or any other documents of a similar nature affecting the Lot as a whole the entering into of which is for the benefit of the Lot and the Development and the payment of such fees or charges have been approved by a resolution of Owners at an Owners' meeting convened under this Deed; and
- (t) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Development and any buildings, and other structures erected on or in the Development, or any part or parts thereof, which form parts of the Common Areas or the Common Facilities, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed allocated to any Owner.

(3:05) Payment of Management Expenses and Special Fund and Enforcement Provisions

- (3:05:01) (a) The Owners of each of the Units shall pay to the Manager monthly in advance the Management Fee in proportion to the Management Shares as set out in the Second Schedule hereto PROVIDED THAT no Owner shall be called upon to pay more than his appropriate shares of the Management Expenses as stated in the following:

- (i) where any expenditure relates to or is for the benefit of the Lot and the Development (but does not relate solely to or is not solely for the benefit of any Unit, Residential Common Areas, Duplex Units Common Areas, Car Park Common Areas, Residential Common Facilities, Duplex Units Common Facilities or Car Park Common Facilities), the Development Common Areas and/or the Development Common Facilities the full amount of such expenditure shall be apportioned between all the Owners of the Development in proportion to the number of Management Shares held by them;
 - (ii) where any expenditure relates solely to or is solely for the benefit of the Residential Units (but does not relate solely to or is not solely for the benefit of any particular Residential Unit), the Residential Common Areas and/or the Residential Common Facilities the full amount of such expenditure shall be apportioned between the Owners of the Residential Units in proportion to the number of Management Shares held by them;
 - (iii) where any expenditure relates solely to or is solely for the benefit of Unit-01 to Unit-03, Unit-05 to Unit-12 and Unit-15 to Unit-19 in the Lower Block (but does not relate solely to or is not solely for the benefit of any particular Unit of Unit-01 to Unit-03, Unit-05 to Unit-12 and Unit-15 to Unit-19 in the Lower Block), the Duplex Units Common Areas and/or the Duplex Units Common Facilities the full amount of such expenditure shall be apportioned between the Owners of Unit-01 to Unit-03, Unit-05 to Unit-12 and Unit-15 to Unit-19 in the Lower Block in proportion to the number of Management Shares held by them;
 - (iv) where any expenditure relates solely to or is solely for the benefit of the Car Parks (but does not relate solely to or is not solely for the benefit of any particular Car Park), the Car Park Common Areas and/or the Car Park Common Facilities the full amount of such expenditure shall be apportioned between the Owners of the Car Parks in proportion to the number of Management Shares held by them;
- (b) if the total contribution receivable as aforesaid by the Manager shall be insufficient to meet the Management Expenses and the Manager's Remuneration for any reason whatsoever, any shortfall, whether incurred or to be incurred over and above the said budgeted sum, shall be carried forward to and recouped by adjusting the annual budget in accordance with the procedure in Clause (3:07) and the Management Fee for the next financial year provided always that the Manager may, at its discretion from time to time, demand from the Owner of each Unit on giving not less than one month's prior notice in writing the additional monthly contribution payable by each Owner save that in exceptional circumstances such additional contribution may be recovered by special

contribution in one lump sum as the Manager shall in its absolute discretion deem fit to meet the shortfall in Management Expenses and the Manager's Remuneration subject to the approval of the Owners' Committee or the Owners' Corporation (if formed);

- (c) if there should be any surplus in the total amount of additional contributions from the Owners as aforesaid after payment of all the cost charge and expenses then such surplus shall be held by the Manager and be deposited in a bank account and shall only be applied by the Manager in or towards payment of future Management Expenses as the Manager shall decide subject to the approval of the Owners' Committee or the Owners' Corporation (if formed);

Provided That notwithstanding the classification of the Common Areas/Common Facilities and the manner of the contribution to the Management Expenses set out above and where any expenditure has been incurred solely for the benefit of an Owner and/or a group of Owners and/or groups of Owners the Manager may charge that expenditure directly to that Owner or those Owners in such proportion as it may reasonably determine.

(3:05:02) The Manager shall from time to time notify each Owner in writing in the manner hereinafter mentioned of the amount of the monthly Management Fee estimated as aforesaid and such amount shall be payable by each Owner monthly in advance from the date specified in the relevant notice, the initial monthly Management Fee being payable from and exclusive of the date of the assignment in their favour as the Owners.

(3:05:03) The Management Fee shall be subject to adjustment from time to time according to the costs of providing the above services estimated herein Provided no adjustment shall affect the proportion of contribution in respect of each Unit as mentioned in Clause (3:05:01)(a). Notice of such adjustment shall be given by the Manager in writing at least one month prior to such adjustment.

(3:05:04) (a) Except where the First Owner has made payments in accordance with Clause (3:05:04)(e) of this Deed, the first Owner of each Unit (being the assignee from the First Owner) shall, immediately upon the assignment of the Unit from the First Owner to him, pay to the Manager a sum equivalent to three (3) months' Management Fee for each Unit owned by him payable in accordance with the budget for the first year which shall be a non-refundable but transferable deposit by way of security against the liabilities for the observance and performance by the Owner of the covenants terms and conditions contained in this Deed. The deposit shall not be used by an Owner to set off against any contribution payable by him under this Deed. Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed) the Manager shall have the right to set off the deposit against any sums payable by an Owner under this Deed; the Manager shall be under no obligation to exercise such right of set off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in

respect of such default. If the Manager has exercised its right of set-off under this Clause, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to three (3) months' Management Fee for the Unit which he owns.

- (b) Except where the First Owner has made payments in accordance with Clause (3:05:04)(e) of this Deed, the first Owner of each Unit (being the assignee from the First Owner) shall, immediately upon the assignment of the Unit from the First Owner to him, pay to the Manager a sum equivalent to two (2) months' Management Fee for each Unit owned by him payable in accordance with the budget for the first year which shall be the Management Fee payable in advance for the first two (2) months.
- (c) Except where the First Owner has made payments in accordance with Clause (3:05:04)(e) of this Deed, the first Owner (being the assignee from the First Owner) of Residential Unit in the Development shall, immediately upon the assignment of the Unit from the First Owner to him, pay to the Manager such non-refundable and non-transferable sum equivalent to one (1) month's Management Fee for each Residential Unit owned by him payable in accordance with the budget for the first year which shall be the debris removal charge. Any surplus debris removal charge paid by the Owner of a Residential Unit not used for collection or removal of debris shall be credited to the residential account of the Special Fund referred to in Clause (3:05:04)(d)(i) of this Deed.
- (d) (i) There shall be established and maintained by the Manager one Special Fund with four (4) separate accounts as follows:
 - (1) a development account for the purposes of meeting Capital Expenditure in respect of the Development Common Areas and the Development Common Facilities, the contribution of which shall be made by all the Owners as provided in Clause (3:05:04)(d)(ii) of this Deed;
 - (2) a residential account for the purposes of meeting Capital Expenditure in respect of the Residential Common Areas and the Residential Common Facilities, the contribution of which shall be made by all Owners of the Residential Units as provided in Clause (3:05:04)(d)(ii) of this Deed;
 - (3) a duplex units account for the purposes of meeting Capital Expenditure in respect of the Duplex Units Common Areas and the Duplex Units Common Facilities, the contribution of which shall be made by all Owners of Unit-01 to Unit-03, Unit-05 to Unit-12 and Unit-15 to Unit-19 in the Lower Block as provided in Clause (3:05:04)(d)(ii) of this Deed;
 - (4) a car park account for the purposes of meeting Capital Expenditure in respect of the Car Park Common Areas and the Car Park Common Facilities, the contribution of which

shall be made by all the Owners of the Car Parks as provided in Clause (3:05:04)(d)(ii) of this Deed.

- (ii) Except where the First Owner has made payments in accordance with Clause (3:05:04)(e) of this Deed, as an initial contribution to the Special Fund, the first Owner of each Unit (being the assignee from the First Owner) shall, immediately upon the assignment of the Unit from the First Owner to him, pay to the Manager a total sum equivalent to two (2) months' Management Fee for each Unit owned by him payable in accordance with the budget for the first year as the Owner's contribution to the relevant accounts of the Special Fund referred to in Clause (3:05:04)(d)(i) of this Deed which contribution shall be non-refundable to any owner and non-transferable to any new owner and shall only be used or expended by the Manager for the purposes for which they have been collected for costs, charges and expenses for Capital Expenditure. The Special Fund shall be established and maintained by the Manager to provide for Capital Expenditure, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and the Common Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and the Common Facilities and the costs of the relevant investigation works and professional services. The Special Fund shall be trust fund held and managed by the Manager as trustee for all the Owners and all sums therein shall be the property of the Owners. All monies received for the Special Fund shall be deposited by the Manager with a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) in interest-bearing accounts designated for the purposes of the different accounts of the Special Fund the titles of which shall refer to the relevant accounts of the Special Fund and the Manager shall use those accounts exclusively for the respective purposes referred to in Clause (3:05:04)(d)(i) of this Deed. Special reference shall be made to such accounts of the Special Fund in the annual accounts and an estimate shall be given as to the time of any likely need to draw on such accounts of the Special Fund. The Manager must not use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Development. The amount of contribution by each Owner to the Special Fund may be determined by a resolution passed by the Owners at a meeting of the Owners convened under this Deed. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- (iii) Without prejudice to the generality of Clause (3:05:04)(d)(ii), 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.

- (iv) The Manager shall display a document showing evidence of any account opened and maintained under Clause (3:05:04)(d)(ii) or (iii) in a prominent place in the Development.
 - (v) The Manager shall without delay pay all money received by him in respect of the Special Fund into the accounts opened and maintained under Clause (3:05:04)(d)(ii) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause (3:05:04) (d)(iii).
 - (vi) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any).
- (e) Notwithstanding anything herein contained, if the First Owner remains the Owner of those Undivided Shares allocated to any Unit the construction of which has been completed and which remain unsold three months after the execution of this Deed or the date on which he is in a position to validly assign those Undivided Shares (i.e. when consent to assign or certificate of compliance has been issued), whichever is the later, the First Owner shall pay to the Manager such sums as provided in Clauses (3:05:04)(a), (c) and (d) of this Deed. The First Owner shall pay the Management Fee from the date of this Deed and make payments and contributions for those expenses which are of a recurrent nature for those Units and Undivided Shares unsold, provided however that the First Owner shall not be obliged to make payments and contributions in respect of Units and Undivided Shares allocated to a separate building or phase, the construction of which has not been completed, except to the extent that the building or phase benefits from provisions in this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining Slope and Retaining Structures or as to security etc. provided by the management of the completed parts) of the Development. All outgoings including Management Fee and any Government rent up to and inclusive of the date of the first assignment of such Unit by the First Owner shall be paid by the First Owner. An Owner shall not be required to make any payment or reimburse the First Owner for the aforesaid outgoings.
- (f) Each Owner (being the assignee from the First Owner) shall immediately upon his becoming an Owner reimburse and pay to the Manager a due proportion (according to the Management Shares allocated to his Unit) of the public utilities deposits for the Common Areas and the Common Facilities which have been paid to the relevant utilities companies and such payment made by the Owner shall be non-refundable but transferable.

For the purpose of this Clause (3:05:04), a Unit shall be considered as remaining unsold where no assignment has been entered into between the First Owner and a purchaser in respect of such Unit.

(3:05:05) Each Owner covenants with the other Owners that he shall pay to the Manager on demand further periodic contributions to the relevant accounts of the Special Fund and the amount to be contributed in each financial year and the time when those contributions will be payable will be determined by a resolution of Owners at an Owners' meeting convened under this Deed.

(3:05:06) If any Owner shall fail to pay any amount payable hereunder within 30 days of the date on which the demand is made as aforesaid, he shall further pay to the Manager :-

- (a) interest thereon calculated at the rate as determined by the Manager but not exceeding 2% per annum over the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on the outstanding amount due from the Owner for the period during which it remains unpaid;
- (b) a collection charge as determined by the Manager but not exceeding 10% of the amount due (other than legal costs of proceedings as hereinafter mentioned); and
- (c) all legal costs (on a solicitor and own client basis) incurred in or in connection with recovering the amount due.

(3:05:07) 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 legal costs and all other expenses incurred in or 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 and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent or agents for and on behalf of all the Owners of the Lot and the Development (other than the defaulting Owner) as a whole and no Owner being sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

(3:05:08) In the event of any Owner failing to pay any sum due and payable by him in accordance with the provision 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 such legal costs and expenses which may be incurred in recovering or attempting to recover the same including the costs referred to in Clause (3:05:07) of this Deed shall stand charged on the Undivided Share(s) and the Unit(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(s) of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter

mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment and the aforesaid sums have been satisfied.

(3:05:09) Any charge registered in accordance with Clause (3:05:08) of this Deed shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share(s) of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the Unit(s) held therewith and the provisions of Clause (3:05:07) of this Deed shall apply equally to any such action.

(3:05:10) The Manager shall further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner, and any person occupying any Unit, of the covenants conditions and provisions of this Deed and of recovering damages for the breach non-observance or non-performance thereof. The provisions of Clauses (3:05:07), (3:05:08) and (3:05:09) of this Deed shall apply to all such proceedings and to the recovery of any costs, damages or other moneys awarded therein.

(3:05:11) All damages recovered in any such proceedings and all amounts recovered shall be held by the Manager who shall apply the same towards rectifying the default (if any) to which they relate and any surplus thereof together with all interest on amount unpaid and collection charge shall be credited to the relevant account of the Special Fund held for the particular part of the Development of which the Unit of the defaulting Owner forms part.

(3:05:12) Notwithstanding the powers conferred on the Manager by this Deed, any one or more Owners shall be entitled to take action to enforce the provisions of this Deed and, if at any time no Manager is appointed or acting hereunder or any Manager so appointed or acting refuses or fails to enforce any of the provisions of this Deed, any one or more Owners appointed by resolution passed in a meeting of Owners shall be entitled to sue any defaulting Owner on behalf of himself or themselves and all other Owners and the provisions of Clauses (3:05:07), (3:05:08) and (3:05:09) of this Deed shall apply mutatis mutandis to any action or proceedings brought by such Owner or Owners and to the recovery of any costs, damages or other moneys awarded therein.

(3:06) Management Fund and Special Fund

(3:06:01) (a) The Management Fund collected by the Manager in the exercise of its powers and duties hereunder shall be held and deemed to be held by the Manager as trustee for and on behalf of all the Owners or the relevant Owners (as the case may be).

(b) The Manager shall open and maintain an interest bearing account and shall use that account exclusively in respect of the management of the Development.

(c) Without prejudice to the generality of sub-clause (b), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the management of the Development.

- (d) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (b) or (c) in a prominent place in the Development.
- (e) Subject to sub-clauses (f) and (g), the Manager shall without delay pay all money received by him in respect of the management of the Development into the account opened and maintained under sub-clause (b) or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (c).
- (f) Subject to sub-clause (g), the Manager may, out of money received by him in respect of the management of the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (g) The retention of a reasonable amount of money under sub-clause (f) or the payment of that amount into a current account in accordance with that sub-clause 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).
- (h) Any reference in this Clause (3:06:01) to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap.155), the title of which refers to the management of the Development.

(3:06:02) Where any consent is required from the Manager by any Owner pursuant to the terms of this Deed, such consent shall not be unreasonably withheld or delayed and the Manager shall not charge any fee other than a reasonable administrative fee for processing and issuing such consent and such fee for the granting of such consent shall be credited to the relevant account of the Special Fund held for the particular part of the Development of which the Unit of the Owner seeking the consent forms part.

(3:06:03) Any person ceasing to be the Owner of any Undivided Share(s) shall in respect of the Undivided Share(s) of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager (including but not limited to any deposit and his contribution to the Special Fund payable under Clause (3:05:04) of this Deed) to the intent that all such fund shall be held and applied for the management of the Lot and the Development irrespective of changes in ownership of the Undivided Share(s) therein PROVIDED that any deposit paid by any such Owners under Clause (3:05:04) or the balance thereof and still held by the Manager may be transferred into the name of the new Owner of such Undivided Share(s) upon the express written request of the outgoing Owner And PROVIDED THAT upon the Lot reverting to the Government and no renewal or regrant thereof being obtainable or upon the rights and obligations hereunder being extinguished any balance of the deposit, Special Fund and Management Fund, or in the case of extinguishment of rights and obligations as aforesaid, an appropriate part of the Special Fund and Management Fund, shall be divided proportionately between the relevant Owners of the Undivided Shares in accordance with the proportion of the Management Shares held by the relevant Owners immediately prior to such reversion or, in the

case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished in the same proportion.

(3:07) Preparation of Budget, Management Records and Accounts

- (3:07:01) (a) For the purpose of fixing the Management Fee and other monies payable by the Owners, the Manager shall prepare an annual budget showing the estimated Management Expenses and Manager's Remuneration for the ensuing financial year (as defined in Clause (3:07:02) of this Deed); such budgets (except the annual budget for the first financial year as defined in Clause (3:07:02) of this Deed) shall be prepared in consultation with the Owners or the Owners' Committee or the Owners' Corporation (if formed).
- (b) Subject to sub-clauses (d), (f), (g) and (i), the total amount of Management Expenses payable by the Owners during any financial year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (c).
- (c) In respect of each financial year, the Manager shall :-
- (i) prepare a draft budget setting out the proposed expenditure during the financial year;
 - (ii) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days;
 - (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of 14 days from the date of the draft budget was sent or first displayed;
 - (iv) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year;
 - (v) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (d) Where, in respect of a financial year, the Manager has not complied with sub-clause (c) before the start of that financial year, the total amount of the Management Expenses for that year shall:-
- (i) until he has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial

year;

- (ii) when he has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (e) Where a budget has been sent or displayed in accordance with sub-clause (c)(v) and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised budget as apply to the draft budget and budget by virtue of sub-clause (c).
- (f) Where a revised budget is sent or displayed in accordance with sub-clause (e), the total amount of the Management Expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that Owners shall contribute towards the Management Expenses 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 budget or revised budget for a financial year is sent or first displayed in accordance with sub-clause (c) or (e), the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of Management Expenses for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clause (c) or (e) and is not so rejected under this sub-clause, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (h) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (i) For the purposes of this Clause (3:07:01), "expenditure" (開支) includes all costs, charges and expenses to be borne by the Owners, including the Manager's Remuneration.

(3:07:02) The first financial year for the purpose of management of the Lot and the Development shall commence from the date of this Deed and shall terminate on the 31st day of December in the same year PROVIDED that if the duration of the first financial year shall be less than SIX calendar months then the first financial year shall extend to and end on the 31st day of December of the next succeeding year and thereafter the financial year shall commence on the 1st day of January of that year and shall terminate on the 31st day of December in the same year PROVIDED ALWAYS that the Manager may only change the financial year once in every five years and shall not change the financial year more than once in every five years unless that change is previously approved by a resolution of the Owners' Committee (if any).

(3:07:03) The Manager shall maintain proper books or records of accounts and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents

referred to in those books or records for at least 6 years. The Manager shall keep separate management accounts and budgets for the whole of the Lot and the Development and the different parts thereof as referred to in Clause (3:05:01)(a) of this Deed.

(3:07:04) Within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.

(3:07:05) Within 2 months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that financial year which account will be certified by auditors as providing an accurate summary of all items of income and expenditure during that financial year. The Manager shall display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.

(3:07:06) Each income and expenditure account and balance sheet shall include the details of the Special Fund required by Clause (3:05:04)(d)(i) 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.

(3:07:07) The Manager shall: -

- (a) permit any Owner, at any reasonable time to inspect the books or records of account and any income and expenditure account or balance sheet; and
- (b) on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him.

(3:07:08) (a) The Manager shall appoint an auditor to audit the accounts and records of the Manager concerning the management of the Lot and the Development and to certify the annual accounts as hereinbefore provided. The Manager may revoke the appointment of such firm and appoint another firm in its place at any time with the prior approval of the Owners' Committee or the Owners' Corporation (if formed).

- (b) Notwithstanding anything herein provided and prior to the formation of the Owners' Corporation, the Owners at a meeting of Owners convened under this Deed shall have power to require the annual accounts to be audited by an independent auditor of their choice.

(3:07:09) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and 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. On payment of a reasonable copying charge, the Manager shall 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.

(3:07:10) (a) Within a reasonable time before the close of each financial year the Manager shall prepare budgets for the ensuing financial year which budgets shall include all sums which in the opinion of the Manager will be necessary to meet the Management Expenses for the then current financial year and shall include an amount for contingencies. Such budgets for the Management Expenses except the first one shall be prepared in consultation with the Owners or the Owners' Committee or the Owners' Corporation (if formed).

(b) In the event that the Manager is of the opinion that any of the budgeted sums for the then current financial year are insufficient to cover all expenditure which falls to be included in that budget it may prepare a revised budget or budgets in consultation with the Owners or the Owners' Committee or the Owners' Corporation (if formed).

(3:07:11) The Manager shall send to the Owners' Committee or the Owners' Corporation (if formed) a copy of such of the annual accounts, annual budgets, revised budgets or monthly accounts after the same shall have been prepared as herein provided and display the same in a prominent place in the Development and cause it to remain so displayed for at least 7 consecutive days.

(3:07:12) The Manager shall invite each of the Owners to send their comments on the budget or revised budget prepared pursuant to Clause (3:07:10) of this Deed within a period of 14 days from the date the said budget or revised budget was sent to the Owners' Committee or the Owners' Corporation (if formed).

(3:07:13) Subject to Clause (3:07:14), 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 building that is under his control or in his custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.

(3:07:14) If the Manager's appointment ends for any reason, he shall within 2 months of the date his appointment ends-

(a) prepare-

(i) 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 ended; and

(ii) a balance sheet as at the date his appointment ended,

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

- (b) deliver to the Owners' Committee (if any) or the Manager appointed in his place any books or records of accounts, papers, documents and other records which are required for the purposes of sub-clause (a) and have not been delivered under Clause (3:07:13).

(4) **OWNERS' COMMITTEE**

(4:01) As soon as possible and in any event not later than nine calendar months from the date of this Deed, the Manager shall convene the first general meeting of all Owners (and to call further and subsequent meetings if required) for the purpose of appointing the Owner's Committee and the chairman of the Owners' Committee or appointing a management committee for the purpose of forming the Owners' Corporation. The functions of the Owners' Committee shall include but not limited to the following :-

- (a) representing the Owners in all dealings with the Manager;
- (b) giving to and receiving from the Manager notices on behalf of the Owners (and for the avoidance of doubt, nothing herein shall absolve the Manager from the obligation to serve notices to the individual Owner that are required to be given by the Manager to the Owners in the manner as stipulated in the provisions of this Deed and/or the Building Management Ordinance (Cap.344)); and
- (c) exercising all other powers and duties conferred on the Owners' Committee by virtue of the Building Management Ordinance (Cap.344), this Deed and the Development Rules.

(4:02) (a) The Owners' Committee shall consist of five (5) members elected by the Owners for the time being entitled to the exclusive use occupation and enjoyment of the Lot and/or the Development or part thereof;

- (b) The members of the Owners' Committee shall be made up of :
 - (i) three (3) members from the Owners of the Residential Units (other than Houses) of the Lower Block as representatives of the Residential Units (other than Houses);
 - (ii) one (1) member from the Owners of the Houses as representative of the Houses;
 - (iii) one (1) member from the Owners of the Car Parks as representative of the Car Parks;
- (c) (i) A meeting of the Owners' Committee may be convened at any time by the Chairman (as defined in Clause (4:02)(d)) or any 2 members of the Owners' Committee.

- (ii) 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.
- (iii) The notice of meeting referred to in sub-clause (ii) shall specify:-
 - (1) the date, time and place of the meeting; and
 - (2) the resolutions (if any) that are to be proposed at the meeting.
- (iv) The notice of meeting referred to in sub-clause (ii) may be given:-
 - (1) by delivering it personally to the member of the Owners' Committee; or
 - (2) by sending it by post to the member of the Owners' Committee at his last known address; or
 - (3) by leaving it at the member's Unit or depositing it in the letter box for that Unit.
- (d) The quorum for the conduct of business at any meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or three (3) members, whichever is greater and any resolution passed thereat shall be by a simple majority of those members present and voting at such meeting. The members elected shall elect among themselves a Chairman of the Owners' Committee ("the Chairman") who shall hold office until the next annual general meeting. If the Chairman ceases to be a member of the Owners' Committee for any reason or if he resigns his chairmanship before the conclusion of the next annual general meeting convened under Clause (5:01)(a) of this Deed, the members of the Owners' Committee shall elect one of themselves to be the Chairman who shall hold office until the next annual general meeting. At a meeting of the Owners' Committee, each member present shall have 1 vote on a question before the Owners' Committee and if there is an equality of votes the Chairman shall have, in addition to a deliberate vote, a casting vote. The meeting of the Owners' Committee shall be presided over by the Chairman or in the absence of the Chairman, a member of the Owners' Committee appointed as chairman for that meeting.

(4:03) A member of the Owners' Committee shall cease to hold office if :-

- (a) he resigns by notice in writing to the Owners' Committee; or
- (b) he ceases to be eligible or is not re-elected at the annual general meeting at which he stands for re-election; or
- (c) he becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or

(d) he becomes incapacitated by physical or mental illness or death.

In any of the events provided for in this Clause (4:03), the Owners' Committee shall have the right to fill the casual vacancy thereby created.

(4:04) The following persons shall be eligible for membership of the Owners' Committee:-

any Owner and, in the event of an Owner being a corporate body, any representative appointed by such corporate Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee.

(4:05) The Owners' Committee shall meet at such times as occasion shall require and the procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.

(5) **MEETINGS OF THE OWNERS**

(5:01) In addition to the first Owners' general meeting as mentioned in Clause (4:01) of this Deed, from time to time as occasion may require there shall be meetings of the Owners for the time being to discuss and decide on matters concerning the Lot and/or the Development as hereinafter mentioned and in regard to such meetings the following provisions shall apply :-

- (a) One such meeting to be known as the annual meeting shall be held, in so far as is practicable, once in each calendar year commencing with the year following the first Owners' general meeting mentioned in Clause (4:01) of this Deed, not earlier than 12 months and not later than 15 months after the date of the first or previous annual general meeting, for the purpose of transacting any business of which due notice is given in the notice convening the meeting, and at every alternate annual general meeting, electing or re-appointing the members of the Owners' Committee.
- (b)
 - (i) A meeting of Owners may be convened by (I) the Owners' Committee; (II) the Manager; or (III) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Undivided Shares in aggregate.
 - (ii) The person convening the meeting of Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner.
- (c) The notice of meeting referred to in sub-clause (b) above shall specify:-
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (d) The notice of meeting referred to in sub-clause (b) above may be given :-

- (i) by delivering it personally to the Owner;
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (e) No business shall be transacted at any meeting unless a quorum which shall be 10% of the Owners is present when the meeting proceeds to business. For this sub-clause, the reference to "10% of the Owners" shall (i) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Development is divided; and (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.
- (f) A meeting of Owners shall be presided over by the Chairman of the Owners' Committee or, if the meeting is convened by the Manager or the Owner appointed to convene such meeting by Owners of not less than 5% of the Undivided Shares in aggregate, the person convening the meeting.
- (g) The Chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (h) The procedure at a meeting of Owners shall be determined by the Owners.
- (i) Except as provided in Clauses (3:01:01), (3:01:02) and (6:10), resolutions shall be passed by a simple majority vote of those Owners present in person or by proxy at the meeting and voting in proportion to the number of Undivided Shares held.
- (j) At a meeting of Owners:-
- (i) an Owner shall have one vote in respect of each Undivided Share he owns;
 - (ii) an Owner may cast a vote personally or by proxy;
 - (iii) where 2 or more persons are the co-owners of an Undivided Share, the vote in respect of the Undivided Share may be cast -
 - (1) by a proxy jointly appointed by the co-owners;
 - (2) by a person appointed by the co-owners from amongst themselves;
or
 - (3) if no appointment is made under sub-sub-clause (1) or (2) above, either by one of the co-owners personally or by a proxy appointed by one of the co-owners;
 - (iv) where 2 or more persons are the co-owners of an Undivided Share and more than one of the co-owners seeks to cast a vote in respect of the

Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and

- (v) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (k) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A of the Building Management Ordinance (Cap.344), and:-
 - (i) shall be signed by the Owner; or
 - (ii) 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.
- (l) 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 the Owner as mentioned in sub-clause (b)(i)(III) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (m) 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.
- (n) Subject to Clauses (3:01:01), (3:01:02) and (6:10), any resolution on any matter concerning the Lot and the Development passed at a duly convened meeting by a simple majority vote of the Owners present in person or by proxy and voting shall be binding on all the Owners entitled to attend and vote at such meeting PROVIDED that :-
 - (i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matters;
 - (ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid; and
 - (iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent herewith save as specifically provided herein or in the Government Grant.
- (o) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (p) In no circumstances shall more than one vote be cast in respect of each Undivided Share.

(5:02) Notwithstanding anything herein contained, the Manager or the Owners' Corporation or other person holding Undivided Shares relating to the Common Areas and Common Facilities as trustee for all the Owners pursuant to the provisions of the Government Grant or this Deed shall not be entitled to exercise any right of voting conferred on an Owner in respect of such Undivided Shares at any meeting whether under the provisions of this Deed, the Building Management Ordinance (Cap.344) or otherwise and shall not be liable to contribute to the Management Expenses and Manager's Remuneration under this Deed in respect of such Undivided Shares. Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting of the Owners or the percentage of Undivided Shares under Clauses (3:01:01), (3:01:02) and (6:10).

(6) **MISCELLANEOUS**

(6:01) Without prejudice to any provisions contained in this Deed, no person shall after ceasing to be an Owner of any Undivided Shares be liable for any debts, liabilities or obligations under the covenants, terms and conditions of this Deed in respect of such Undivided Shares and/or the part of the Lot and/or the Development 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.

(6:02) Each Owner shall on ceasing to be the Owner of any Undivided Shares notify the Manager of such cessation and of the name and address of the new Owner.

(6:03) Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying or using his Unit shall provide the Manager with an address within Hong Kong for accepting service of process and notice under the terms of this Deed, failing which the address of such Unit is deemed to be his address for service.

(6:04) All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by pre-paid post to or left at the last known address (if any) of such Owner notified to the Manager or if a copy is left at or sent to the Unit of which the party to be served is the Owner notwithstanding that such party is not personally occupying the same.

(6:05) Where notices or service of process are to be given or effected to an Owner who is a mortgagee such notice or service shall be served or effected on the mortgagee if a company at its registered office or last known place of business in Hong Kong and if an individual at his last known address. All notices or service of process required to be given to the Manager shall be properly served if sent to the registered office of the Manager or left at the Manager's office in the Development.

(6:06) Nothing herein shall contradict, overrule or fail to comply with the provisions of the Building Management Ordinance (Cap.344) and the Schedules thereto or conflict with or be in breach of the conditions of the Government Grant.

(6:07) (a) The First Owner shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation at the management office within one (1) month after the date of this Deed. Copies of this Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the

management office. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request and upon payment of a reasonable charge. All charges received shall be credited to the development account of the Special Fund. In the event of dispute as to the effect or construction of this Deed and its Chinese translation, the English text of this Deed shall prevail.

(b) The First Owner shall deposit a full copy of the Maintenance Manual for the Slope and Retaining Structures in the management office within one (1) month after the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge all of which shall be credited to the development account of the Special Fund.

(6:08) The Manager shall make available for inspection by the Owners during normal office hours free of costs and charges the copies of the plans annexed to this Deed and (if applicable) any document supplemental thereto showing all the Common Areas and additional Common Areas (certified as to their accuracy by the Authorized Person) and the Common Facilities and additional Common Facilities (in so far as it is practicable for them to be identified on the plans) at the management office.

(6:09) The covenants and provisions of this Deed shall be binding on the First Owner and the Second Owner and their respective executors administrators successors in title and assigns and the benefit and burden of the covenants herein mentioned shall be annexed to every part of the Lot and the Development and each Unit and shall run with the land and the interest therein of the First Owner and the Second Owner and the Conveyancing and Property Ordinance (Cap.219) shall apply to these presents.

(6:10) Notwithstanding anything to the contrary contained herein, in the event of the whole or any part of the Development being so damaged by fire, typhoon, earthquake, subsidence or other causes so as to render the same substantially unfit for habitation or use or occupation, the Owners of not less than 75% of the Undivided Shares of such damaged part (excluding the Undivided Shares allocated to the Common Areas and the Common Facilities of such damaged part) may convene a meeting of the Owners of such part of the Development and the provisions of Clauses (5:01)(b)(ii), (c) to (f), (h), (j) to (m) shall apply mutatis mutandis to the meeting of the Owners of such part of the Development. Such meeting may resolve on whether or not to rebuild or reinstate the damaged part of the Development by a resolution of not less than 75% of the Owners present at the meeting and in the event of voting that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such part of the Development then in such event the Undivided Shares in and of such part of the Development shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such Owners. All insurance money received in respect of any policy of insurance on such part of the Development shall likewise be distributed amongst such Owners PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such part of the Development the Owners of such part of the Development shall pay the excess of the cost of reinstatement or rebuilding of the relevant part of the Development damaged as aforesaid over and above the proceeds recoverable from the insurance of such part of the Development in proportion to the respective number of Undivided Shares held by them

and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant part of the Development and be recoverable as a civil debt. The resolution passed in such meeting in the manner as aforesaid shall bind upon all the Owners of such damaged part of the Development.

(6:11) The First Owner shall deposit a copy of the Schedules 7 and 8 to the Building Management Ordinance (Cap.344) (English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the development account of the Special Fund.

(6:12) The Manager may from time to time appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations under this Deed PROVIDED THAT the Manager shall not transfer or assign his duties or obligations under this Deed to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times remain responsible for the management and control of the Lot and the Development (including any part thereof) in accordance with the provisions of this Deed and no provision in this Deed shall operate to take away or reduce or shall be construed to have the effect of taking away or reducing such responsibility PROVIDED THAT nothing herein shall prejudice the enforceability of other provisions which are not in breach of or in conflict with this Clause.

(6:13) Each Owner (including the First Owner) and the Manager covenant with each other that they will comply with the conditions of the Government Grant so long as such Owner and the Manager remain as an Owner or (as the case may be) the Manager of the Development. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Lot and the Development and to the Undivided Share(s) in respect thereof.

(6:14) (a) The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations (“the Works Manual”) setting out the following details :

- (i) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) Recommended maintenance strategy and procedures;
- (iv) A list of items of the Works and Installations requiring routine maintenance;
- (v) Recommended frequency of routine maintenance inspection;

(vi) Checklist and typical inspection record sheets for routine maintenance inspection; and

(vii) Recommended maintenance cycle of the Works and Installations.

(b) The First Owner shall deposit a full copy of the Works Manual in the management office within one (1) month after the date of this Deed for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge all of which shall be credited to the development account of the Special Fund.

(c) The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Development and their own Units including the Works and Installations.

(d) All costs incidental to the preparation of the schedule of the Works and Installations set out in the Fifth Schedule hereto and the Works Manual shall be borne by the First Owner.

(e) The schedule of the Works and Installations set out in the Fifth Schedule hereto and the Works Manual may be revised in future to take into account any necessary changes, including but not limited to addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements. 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 of the Works and Installations and the Works Manual from time to time as they shall deem fit, in which event the Manager shall procure from a qualified professional or consultant the revised schedule of the Works and Installations and the revised Works Manual within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed. All costs incidental to the preparation of the revised schedule of the Works and Installations and the revised Works Manual shall be paid out of the Special Fund.

(f) The Manager shall deposit the revised Works Manual in the management office within one (1) month after the date of its preparation for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge all of which shall be credited to the development account of the Special Fund.

(6:15) (a) The Owner of each House shall at his own cost and expense be responsible for and ensure the proper maintenance and repair of the external walls of his House to the extent being consistent with the original design, colour, material and appearance (including but not limited to the carrying out of such works to paint, white-wash or tile, repair and replacement of the cladding, feature, glazing and external lights as appropriate) to the satisfaction of the Manager and taking all necessary actions to avoid any damage, nuisance, disturbance, interference, obstruction or danger caused to any part of the adjacent House facing such external walls. In the event of any failure on the part of the Owner of a House to comply with this sub-clause, all losses, damages, costs and expenses suffered or incurred by the Owner(s) of the adjacent House(s) as a result thereof shall be a debt due to him/them by the Owner of the first-mentioned House in default.

(b) The Owner of each House shall at his own cost and expense carry out such renovation, repair and/or maintenance works (including but not limited to the carrying out of such works to paint, white-wash or tile, repair and replacement of the cladding, feature, glazing

and external lights as appropriate) to the external walls of his House to the extent being consistent with the original design, colour, material and appearance at such intervals or in such circumstances as the Manager shall consider appropriate and demand. In the event of any failure on the part of the Owner of a House to comply with this sub-clause, the Manager shall have the right, but not obliged, to carry out any works or repairs or maintenance (including but not limited to the carrying out of such works to paint, white-wash or tile, repair and replacement of the cladding, feature, glazing and external lights as appropriate) to the external walls of the first-mentioned House in default to be consistent with the original design, colour, material and appearance of such external walls at the cost and expense of the Owner of the first-mentioned House in default. For the purpose of carrying out the said works or repairs or maintenance, the Manager may enter into and upon the relevant House with or without servants, surveyors, contractors, workmen and others and with or without plant, equipment, material and machinery at all reasonable times on reasonable prior written notice (except in case of emergency). In the exercise of any of the aforesaid rights, the Manager shall ensure that the least disturbance as is reasonably practicable is caused and the use and enjoyment of the relevant House shall not be unreasonably interfered with and any damage or loss caused to any part or parts of such House shall be made good by the Manager (at its own costs and expense) with due diligence in accordance with or in compliance of the provisions of the Government Grant and all applicable legislation and the Manager shall be liable for its negligent, wilful or criminal acts and its servants, surveyors, contractors, workmen and other persons duly authorised by it.

(c) This Clause (6:15) shall take effect notwithstanding any other terms of this Deed but subject to the terms of the Government Grant and the Building Management Ordinance (Cap.344).

(6:16) 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 Lot and the part of the Development owned by such Owner and such Owner shall from time to time and at all times keep the other Owners of the Development 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.

(6:17) Nothing contained herein shall operate to interrupt the supply of electricity, water, gas, telecommunications or other utilities to any Unit or 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.

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

THE FIRST SCHEDULE ABOVE REFERRED TO
UNDIVIDED SHARES ALLOCATION

	<u>No. of Undivided</u> <u>Shares</u>
Houses at the Higher Block	
House 1	462
House 2	444
House 3	439
House 5	576
Residential Units at the Lower Block	
House 6	362
Unit-01 on Ground Floor and First Floor ^{*#}	251
Unit-02 on Ground Floor and First Floor [*]	145
Unit-03 on Ground Floor and First Floor ^{*#}	176
Unit-05 on Ground Floor and First Floor ^{*#}	174
Unit-06 on Ground Floor and First Floor [*]	145
Unit-07 on Ground Floor and First Floor [*]	163
Unit-08 on Ground Floor and First Floor [*]	152
Unit-09 on Ground Floor and First Floor [*]	152
Unit-10 on Second Floor and Third Floor ^{#@}	286
Unit-11 on Second Floor and Third Floor ^{#@}	160
Unit-12 on Second Floor and Third Floor ^{#@}	196
Unit-15 on Second Floor and Third Floor ^{#@}	195
Unit-16 on Second Floor and Third Floor ^{#@}	160
Unit-17 on Second Floor and Third Floor ^{#@}	171
Unit-18 on Second Floor and Third Floor ^{#@}	167
Unit-19 on Second Floor and Third Floor ^{#@}	181
Car Parks	
Car Parking Space No.1	13
Car Parking Space No.2	13
Car Parking Space No.3	13
Car Parking Space No.4	13
Car Parking Space No.5	13
Car Parking Space No.6	13
Car Parking Space No.7	13
Car Parking Space No.8	13
Car Parking Space No.9	13
Car Parking Space No.10	18
Car Parking Space No.11	13
Car Parking Space No.12	13
Car Parking Space No.13	13
Car Parking Space No.14	13
Car Parking Space No.15	13
Car Parking Space No.16	13
Car Parking Space No.17	13
Car Parking Space No.18	13
Car Parking Space No.19	13
Car Parking Space No.20	13

Car Parking Space No.21	13
Car Parking Space No.22	13
Car Parking Space No.23	13
Car Parking Space No.24	13
Car Parking Space No.25	13
Car Parking Space No.26	13

**Common Areas and
Common Facilities** 30

Total Undivided Shares : **5,530**

Note:

House 4, Unit-04, Unit-13 and Unit-14 are omitted.

* with garden

with flat roof

@ with roof

THE SECOND SCHEDULE ABOVE REFERRED TO
MANAGEMENT SHARES ALLOCATION

		<u>No. of</u> <u>Management</u> <u>Shares</u>	
Houses at the Higher Block	House 1	462	
	House 2	444	
	House 3	439	
	House 5	576	
Residential Units at the Lower Block	House 6	362	
	Unit-01 on Ground Floor and First Floor*#	251	
	Unit-02 on Ground Floor and First Floor*	145	
	Unit-03 on Ground Floor and First Floor*#	176	
	Unit-05 on Ground Floor and First Floor*#	174	
	Unit-06 on Ground Floor and First Floor*	145	
	Unit-07 on Ground Floor and First Floor*	163	
	Unit-08 on Ground Floor and First Floor*	152	
	Unit-09 on Ground Floor and First Floor*	152	
	Unit-10 on Second Floor and Third Floor#@	286	
	Unit-11 on Second Floor and Third Floor#@	160	
	Unit-12 on Second Floor and Third Floor#@	196	
	Unit-15 on Second Floor and Third Floor#@	195	
	Unit-16 on Second Floor and Third Floor#@	160	
	Unit-17 on Second Floor and Third Floor#@	171	
	Unit-18 on Second Floor and Third Floor#@	167	
	Unit-19 on Second Floor and Third Floor#@	181	
	Car Parks	Car Parking Space No.1	13
		Car Parking Space No.2	13
Car Parking Space No.3		13	
Car Parking Space No.4		13	
Car Parking Space No.5		13	
Car Parking Space No.6		13	
Car Parking Space No.7		13	
Car Parking Space No.8		13	
Car Parking Space No.9		13	
Car Parking Space No.10		18	
Car Parking Space No.11		13	
Car Parking Space No.12		13	
Car Parking Space No.13		13	
Car Parking Space No.14		13	
Car Parking Space No.15		13	
Car Parking Space No.16		13	
Car Parking Space No.17		13	
Car Parking Space No.18		13	
Car Parking Space No.19		13	

Car Parking Space No.20	13
Car Parking Space No.21	13
Car Parking Space No.22	13
Car Parking Space No.23	13
Car Parking Space No.24	13
Car Parking Space No.25	13
Car Parking Space No.26	13

Total Management Shares :

5,500

Note:

House 4, Unit-04, Unit-13 and Unit-14 are omitted.

* with garden

with flat roof

@ with roof

THE THIRD SCHEDULE ABOVE REFERRED TO
EASEMENTS, RESERVATIONS, RIGHTS, PRIVILEGES AND OBLIGATIONS

(1) Each Owner shall hold the Unit to the use of which he is entitled hereunder, subject to and with the benefit of the following rights privileges and obligations PROVIDED that all such easements rights and privileges shall be held and enjoyed subject to the provisions of this Deed and the Development Rules made hereunder and subject to the rights of the First Owner and the Manager provided in this Deed :-

- (a) full right and liberty (but subject always to the rights of the Manager hereunder) for the Owner, his servants, agents and licensees (in common with all other persons having the like right):
 - (i) of a Unit to go pass and repass over and along the Development Common Areas for all purposes connected with the proper use and enjoyment of his Unit and to use the Development Common Facilities subject as aforesaid;
 - (ii) of a Residential Unit to go pass and repass over and along the Residential Common Areas for all purposes connected with the proper use and enjoyment of his Residential Unit and to use the Residential Common Facilities subject as aforesaid;
 - (iii) of Unit-01 to Unit-03, Unit-05 to Unit-12 and Unit-15 to Unit-19 in the Lower Block to go pass and repass over and along the Duplex Units Common Areas for all purposes connected with the proper use and enjoyment of Unit-01 to Unit-03, Unit-05 to Unit-12 and Unit-15 to Unit-19 in the Lower Block and to use the Duplex Units Common Facilities subject as aforesaid; and
 - (iv) of a Car Park to go pass and repass over and along the Car Park Common Areas for all purposes connected with the proper use and enjoyment of his Car Park and to use the Car Park Common Facilities subject as aforesaid;
- (b) full right to subjacent and lateral support and shelter from other portions of the Development and subject to such rights for such other portions.
- (c) the right to free and uninterrupted passage and running of water, sewages, gas, telecommunications and electricity and other services from and to the Unit(s) owned by the Owner through the sewers, drains, water-courses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Lot and/or the Development for the proper use and enjoyment of the Unit(s) owned by the Owner but subject always to the rights of the Manager hereunder PROVIDED that the public utilities supplied by the public utilities companies shall not be interrupted.
- (d) the right for the Owner or occupier for the time being with or without servants, workmen and others at all reasonable times after obtaining the consent (except in the case of emergency) of the other Units(s) or the Manager (such consent

shall not be unreasonably withheld or delayed) to enter into and upon the other Units and the Common Areas for the purposes of carrying out any work necessary for the maintenance and repair of his Unit or the parapet wall or its services (such work not being the responsibility of the Manager hereunder) causing as little disturbance as possible and making good any damage caused thereby.

- (e) (as far as the Owners of the Residential Units are concerned) full right and liberty (in common with all other persons having the like right) to use the Residential Common Areas and the Residential Common Facilities subject as aforesaid.
- (f) (as far as the Owners of Unit-01 to Unit-03, Unit-05 to Unit-12 and Unit-15 to Unit-19 in the Lower Block are concerned) full right and liberty (in common with all other persons having the like right) to use the Duplex Units Common Areas and the Duplex Units Common Facilities subject as aforesaid.
- (g) (as far as the Owners of the Car Parks are concerned) full right and liberty (in common with all other persons having the like right) to use the Car Park Common Areas and the Car Park Common Facilities subject as aforesaid.
- (h) full right and liberty (in common with all other persons having the like right) to use the Development Common Areas and the Development Common Facilities subject to any Development Rules as may be imposed from time to time by the Manager.
- (i) (as far as the Owners of the Residential Units are concerned) full right and liberty (in common with all other persons having the like right) to go pass and repass over and along the Car Park Common Areas for the purpose of gaining access to and from the Residential Common Areas.
- (j) (as far as the Owners of Unit-01 to Unit-03, Unit-05 to Unit-12 and Unit-15 to Unit-19 in the Lower Block are concerned) full right and liberty (in common with all other persons having the like right) to go pass and repass over and along the Car Park Common Areas for the purpose of gaining access to and from the Duplex Units Common Areas.

(2) Easements rights and privileges subject to which the Undivided Shares of and in the Lot and the Development and the exclusive right to hold use occupy and enjoy each Unit is held :-

- (a) Full right and privilege for the Manager with or without agents servants workmen and others at all reasonable times, on reasonable notice (except in case of emergency), to enter into and upon each Unit and the Common Areas for the purposes of inspecting, examining, repairing, maintaining (excluding decorating), improving, cleaning or painting any part of the Development or any services therein or any other apparatus and equipment used or installed for the benefit of the Lot and/or the Development or any of them or any part thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment and/or abating any hazard or nuisance which does or

may affect the Common Areas and the Common Facilities or other Owners or for the purpose of discharging the Manager's duties under this Deed Provided That the Manager shall ensure that the least disturbance as is reasonably practicable is caused and Provided Further That the Manager shall repair at its own costs and expenses any damage caused thereby and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager and its employees agents servants workmen contractors and other persons duly authorised by the Manager.

- (b) The right for the Manager, its servants, agents, contractors and persons duly authorized at all reasonable times on prior reasonable notice (except in case of emergency) to gain access to and enter upon any garden, roof or flat roof forming part or parts of any Unit or Units and to remain there for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining (excluding decorating), cleaning or painting all or any part of the Common Areas and the Common Facilities in or upon such garden, roof or flat roof or to which access is gained via such garden, roof or flat roof and, on a temporary basis, to erect or place on any such garden, roof or flat roof any scaffolding or other plant, equipment or materials necessary for the purpose of any aforesaid works for so long as such works are being carried on Provided That the Manager shall ensure that the least disturbance as is reasonably practicable is caused and the Manager shall repair at its own costs and expenses any damage caused thereby and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager and its employees agents servants workmen contractors and other persons duly authorised by the Manager.
- (c) The right for the Manager for the purpose of carrying out the works or repairs or maintenance to the external walls of the relevant Houses mentioned in sub-clause (b) of Clause (6:15) of this Deed to enter into and upon the relevant Houses with or without servants, surveyors, contractors, workmen and others and with or without plant, equipment, material and machinery at all reasonable times on reasonable prior notice (except in case of emergency) Provided That the Manager, its servants, agents, contractors and duly authorized persons in exercising the aforesaid rights shall cause as little disturbance as reasonably practicable and shall at their expense make good any damage caused thereby and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager and its employees agents servants workmen contractors and other persons duly authorised by the Manager.
- (d) The right for the Manager, its servants, agents, contractors and persons duly authorized at all reasonable times on prior reasonable notice (except in case of emergency) to gain access to and enter upon any House or Houses and to remain there for such period as may be necessary for the purpose of inspecting, repairing, renewing or maintaining the fire service installations and equipment in such House or Houses and, on a temporary basis, to erect or place on any such House or Houses any plant, equipment or materials necessary for the purpose of any aforesaid works for so long as such works are being carried on Provided That the Manager shall ensure that the least disturbance as is reasonably practicable is caused and the Manager shall repair at its own costs and expenses any damage caused thereby and the Manager shall be liable for

the negligent, wilful or criminal acts of the Manager and its employees agents servants workmen contractors and other persons duly authorised by the Manager.

- (e) Easements rights and privileges over along and through each Unit equivalent to those set forth in paragraphs (1)(b) to (1)(d) of this Schedule.

Provided always that the Manager shall have full right and authority to control and manage the Common Areas and the Common Facilities.

(3) Notwithstanding any terms contained herein to the contrary, there is excepted and reserved and/or (as the case may be) granted unto the First Owner its successors and assigns (which expression shall for the purpose of this Clause exclude the Second Owner) at all times hereafter during the residue/entitlement of the term of years created by the Government Grant subject to and with the benefit of this Deed and the Government Grant, the right to the exclusive use occupation and enjoyment of the Development save and except the Unit assigned to the Second Owner and the Common Areas and Common Facilities or such areas intended or designated and declared for common use.

THE FOURTH SCHEDULE ABOVE REFERRED TO
COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED
AND PERFORMED BY THE OWNERS

- (1) Every assignment of an Undivided Share in the Lot and the Development and/or a Unit shall contain an express covenant by the purchaser thereof to notify the Manager of any change of ownership within one (1) month after the date of the assignment. The previous Owner shall remain liable for his proportion of the Manager's Remuneration and Management Expenses until such time as the previous Owner shall cease to be an Owner of his Unit.
- (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 that part of the Lot and/or the Development 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 Manager's Remuneration and the Management Expenses payable by such Owner as herein provided.
- (4)
 - (a) None of the Owners nor the Manager shall make any structural alteration or addition to any part of the Unit or the Development or the Lot which may damage or affect or interfere with the rights of the other Owners of any other part or parts of the Lot and/or the Development whether or not in separate or common occupation but nothing herein shall absolve the Owners from the requirements of obtaining the prior written consent of the Director of Lands and/or the Director of Buildings and/or other Government authorities pursuant to the Government Grant, the Buildings Ordinance or other applicable legislation and the prior notification to the Manager. Notwithstanding anything herein contained, nothing herein contained shall prevent any of the Owners from taking any legal action against another Owner to enforce paragraph 4(a) of this Schedule nor enable any Owner to carry out any work to any part of the Common Areas and the Common Facilities.
 - (b) None of the Owners shall cut, injure, damage, alter, add or interfere with any part or parts of the Common Areas or any of the Common Facilities or any equipment or apparatus or installations on in or upon the Lot and/or the Development (whether or not such equipment apparatus or installations are concealed, built in walls floors or ceilings, or pass through the Unit(s) or Common Areas) not being equipment or apparatus or installations designated for the exclusive use and benefit of any such Owner.
 - (c) No Owner (including the First Owner) shall have the right to convert any of the Common Areas or Common Facilities to his own use or for his own benefit unless the approval by a resolution of the Owners' Committee has been obtained. Any payment received for the approval as aforesaid shall be credited to the relevant account of the Special Fund held for that relevant part of the Common Areas and Common Facilities.
 - (d) No Owner (including the First Owner) will have the right to convert or designate any of his own areas (that is areas to which he is entitled to exclusive use,

occupation or enjoyment) as Common Areas unless approved by a resolution of Owners at an Owners' meeting convened under this Deed. No Owner (including the First Owner) and no Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit.

(5) Each Owner (including the First Owner) and the Manager shall comply with the terms and conditions of the Government Grant so long as such Owner owns any interest in the Lot and/or the Development or (as the case may be) such Manager remains as the manager managing the Development and no Owner will permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or the Occupation Permit or whereby any insurance on the Development or any part thereof may become void and voidable or whereby the premiums for any such insurance may be increased and in the event of any breach of this provision by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach and in the event of the Development or any part thereof being damaged or destroyed by fire at any time and the insurance under any insurance against fire affected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of any Owner then such Owner shall forthwith pay to the other Owners the whole or (as the case may require) a fair proportion of the costs of rebuilding or reinstating the same.

(6) Subject to the provisions of the Government Grant, no Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Lot and/or the Development or any Residential Unit or Car Park Provided this provision shall not be construed as precluding the installation of any physical partition in or on the Lot and/or the Development or part(s) thereof with the approval of the relevant Government department(s).

(7) No Owner shall do or permit or suffer to be done and each Owner will 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 management and the maintenance of the Lot and the Development or contravention of the provisions of this Deed.

(8) (a) Each Owner shall in such manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of the other Units, at his sole expense repair maintain and keep in good repair and condition the Unit of which he is the owner its equipment apparatus services and facilities and shall when necessary replace any part or parts thereof which require replacement. The equipment apparatus services and facilities which require such maintenance, repair or replacement shall include the following :-

(i) Water Supply: (Potable and flushing water installation from, and including, the principal branch stop cocks to all facilities serving the Unit. This shall include storage tanks, pipework control valves, water heaters, taps and sanitary facilities).

(ii) Gas: (The gas internal pipings and installation from the outlet side of the meter and including appliances).

(iii) Electrical: (All electrical wiring, appliances and equipment serving the Unit only. If so required the Owner shall repair or replace any wiring or

equipment if so required by the Electricity Ordinance (Cap.406) or any Orders in Council or Regulations made thereunder).

(iv) Air-conditioning Equipment: (Air-conditioning plant (if any), equipment, ductwork and associated controls serving the Unit exclusively as installed in the Unit).

(v) Drainage Installations: (Waste pipes and sewage waste drainage, and including connections to the main drainage stacks up to and including connections with sanitary appliances including baths, basins, showers and sinks).

(b) The expenses for keeping the interior of each Unit and all the fittings, fixtures, wiring (including security wiring (if any) which is connected to the security system of the Development), plumbing and other services therein and all the windows and doors thereof, in good and tenantable repair and condition as aforesaid shall be borne directly by the Owner thereof.

(9) No Owner shall use or permit or suffer the Unit owned by him to be used for any illegal or immoral purpose nor will he do cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners or occupiers for the time being.

(10) No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Government Grant and any applicable Building Regulations or any Ordinances and Regulations or other permit, consent or requirement from time to time applicable thereto.

(11) The refuse storage and material recovery chamber and refuse disposal areas (if any) shall be used only in the manner prescribed by the Manager and subject to the Development Rules (if any) covering the same.

(12) No Owner shall be entitled to connect any installation to any aerial (if any) installed by the Manager except with the permission of the Manager and in accordance with any Development Rules relating to the same. In addition, save as otherwise provided in this Deed, no Owner shall affix or install any aerial on the exterior of his Unit without the prior written consent of the Manager.

(13) Save as otherwise provided in this Deed, no Owner shall affix or install any structures, chimneys, neon signs, or signs of any kind on the garden, roof, flat roof, Non-enclosed Area, planter, Common Areas of the Development or External Walls of his Unit or any part thereof or on any other part of the Lot and/or the Development without the consent in writing of the Manager and the affixing or installation of the said structures, chimneys, neon signs or signs shall be subject to the prior approval or consent having been obtained from the relevant Government authorities or department if such approval or consent is required and subject also to compliance with all applicable Building Regulations or any Ordinances, legislations and regulations or other permit, consent or requirement from time to time applicable. No Owner shall affix any advertisement or signs of any kind whether inside or outside any Residential Unit. No illegal structures shall be affixed or installed in any part of the Lot and/or the Development.

(14) No Owner shall paint, change or alter the garden, planter, the Non-enclosed Area, roof, flat roof, parapet wall, parapet glass/balustrade/fence of the Non-enclosed Area or flat roof or window or the exterior or outside of any part of the Development or the exterior or outside of any part of any Unit or erect any forecourt entrance gate or fences or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Development and/or any Unit including the carrying out of any internal decoration or alteration works which affect the facade or external appearance or original design of the facade of any Unit without the prior consent in writing of the Manager Provided that any internal decoration or alteration works as aforesaid as approved by the Manager shall be carried out by the contractor appointed or approved by the Manager at the expense of the Owner or Owners of such Unit(s) requiring such works and in such manner as the Manager shall in its absolute discretion think fit.

(15) No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from the Unit owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the facilities provided for the disposal thereof.

(16) All Owners shall at all times observe and perform and shall ensure that his tenants, licensees, agents or servants shall at all times observe and perform all the covenants, conditions and provisions of this Deed and the Development Rules (if any).

(17) Each Owner may at his own expense install in the Unit owned by him such additions, improvements, lights, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any part of the Lot and/or the Development.

(18) Save as otherwise provided in this Deed, 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 Unit or within such part(s) of his Unit including (without limitation) on or in or upon or above any door, window or above parapet height in any Non-enclosed Area or in or on the garden, roof and/or flat roof or in any manner that may adversely affect the external appearance of the Development.

(19) No Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of the Unit may be clogged or the efficient working thereof may be impaired.

(20) All Residential Units must be used for private residential purposes only. No Unit shall under any circumstances be used or permitted or suffered to be used for the purpose of a hotel, dancing hall, boarding house, guest house, apartment house (or any form of commercial letting or occupancy in bed spaces or cubicles), bath house, funeral parlour, coffin shop, temple, Buddhist or any other religious hall, or for the performance of the ceremony known as "Ta Chai (打齋)" or any other religious ceremonies or for any obnoxious purposes.

(21) No Owner shall affix or install onto the External Walls or through the windows of his Unit(s) any air-conditioners other than at the air-conditioning hoods (if any) already provided or at such places designated for such purposes without the prior written consent of the Manager and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot and/or the Development.

(22) No part of the Common Areas shall be obstructed or incumbered nor shall any refuse, matter or other thing be placed thereon nor shall any part of such Common Areas be used for any business or private purpose and no Owner shall do or permit or suffer 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 Lot and/or the Development. If and whenever any article or things shall be placed or left by any Owner on or in any part of the Common Areas, then the Manager or its agents servants caretakers or cleaners of the Development shall have the right without giving any prior notice to the defaulting Owner to remove such article or thing from such part of the Common Areas to another place or places as the Manager shall think fit and all costs and expenses incurred by the Manager for such removal shall be reimbursed upon demand to the Manager by the defaulting Owner and the defaulting Owner 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 not involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, contractors, servants or agents.

(23) No Owner shall store or permit to be stored in any Unit any hazardous, dangerous or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating in the Residential Units.

(24) Each Owner shall be responsible for the removal of garbage and refuse from his Unit(s) to such locations in the Lot and/or the Development as shall be specified by the Manager from time to time and to use only the type of refuse containers as is specified by the Manager from time to time. The Owner and the occupier shall ensure that all refuse containers shall be fully sealed at all times.

(25) No Owners shall be entitled to use the services of caretakers and/or watchman or other staff of the Manager for his own private business or other business save as herein provided.

(26) Each Owner of the Units shall be responsible for and shall indemnify the Manager and all other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any Unit owned by him or any person using such Unit with his consent express or implied for the breach or non-compliance of the Owner's obligations hereunder or by or through or in any way owing to the defective condition thereof or the overflow of water therefrom.

(27) Each Owner of the Unit shall be responsible to the other Owners for the time being for the acts and omissions of all persons occupying with his consent express or implied any part or parts of the Units owned by him for the breach or non-compliance of the Owner's obligations hereunder and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by such acts, 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 herein provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Lot and/or the Development for 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.

(28) No partitioning shall be erected or installed which does not leave clear access for fire exits of the Development and no windows of any part of the Development shall be wholly or partially blocked or the light and air therefrom be in any way obstructed.

(29) No Owner shall make any alteration to the sprinkler system (if any) or any other fire fighting installations of the Development or suffer to be done anything to such sprinkler system (if any) or fire fighting installations which would constitute a breach of the laws, bye-laws or regulations of the Fire Services Department or other department concerned.

(30) The installation of and repair to the electrical wiring from the switch rooms or meter rooms in the Common Areas to any Unit shall be carried out by the Manager or any contractor appointed or approved by the Manager (which approval shall not be unreasonably withheld or delayed) at the expense of the Owner or Owners thereof and in such manner as the Manager shall in its reasonable discretion think fit.

(31) Any installation, alteration or repair works which may pass through the Common Areas or affect the Common Facilities shall, subject to the prior written approval of the Manager (which approval shall not be unreasonably withheld or delayed), be carried out by the Manager or any contractor appointed or approved by the Manager (which approval shall not be unreasonably withheld or delayed) at the expense of the Owner or Owners requiring such works and in such manner as the Manager shall in its reasonable discretion think fit.

(32) No Owner shall have the right to enter into, alter, repair, connect to or in any other way interfere with or affect the working of the Common Facilities without the previous written consent of the Manager. Except as provided herein, the Common Areas and the Common Facilities shall at all times be under the exclusive management and control of the Manager who shall have full and unrestricted power to regulate and control the reasonable use thereof by the Owners and occupiers.

(33) No Owner shall allow any noxious dangerous poisonous or objectionable effluent to be discharged into the pipes drains or sewers and each Owner shall take all such measures as may be necessary to ensure that any effluent so discharged will not be corrosive or otherwise harmful to the pipes drains or sewers or cause obstruction or deposit therein and no Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of the Development may be clogged or the efficient working thereof may be impaired.

(34) No Owner shall erect affix install or attach or permit or suffer to be erected affixed installed or attached to in or on or at the door or doors or entrance or entrances of any Residential Unit any metal grille or shutter or gate unless such metal grille or shutter or gate shall be of such design and material approved by the Manager (which approval shall not be unreasonably withheld or delayed). Any metal grille or shutter or gate shall not in any way contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force.

(35) No Owner shall place or suffer to be placed on any floor of the Development or any part thereof any goods articles or thing which may exceed or cause to be exceeded the maximum floor loading capacity thereof and in the event of breach of this covenant the Owner shall make good any damage caused thereby to the Unit or any other part of the Development or any fixtures and fittings therein provided that the making good of such damage as aforesaid shall be without prejudice to any further right available to the Manager by virtue of such breach.

(36) No Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Development PROVIDED THAT (a) subject to compliance with the relevant laws of Hong Kong, (including but not limited to Public Health (Animal and Birds) Ordinance (Cap.139)) such dogs, cats, birds or animals may be kept in a Residential Unit as pets unless the same has been the cause of reasonable written complaint by at least 2 Owners or occupiers of different parts of the Development, and (b) trained guide dogs on leash for the blind may be brought into the Development whilst guiding any person with disability in vision.

(37) The Owner or Owners of any Residential Unit with roof and/or flat roof and/or the Non-enclosed Area adjoining thereto or held therewith shall :-

- (a) not cause or permit the erection on his part of the roof and/or flat roof and/or the Non-enclosed Area thereof or any part thereof of structures of any kind other than as under the Approved Plans and not cause or permit the roof and/or flat roof and/or the Non-enclosed Area to be enclosed above safe parapet height and not cause or permit the roof and/or flat roof and/or the Non-enclosed Area to be partitioned either in whole or in part; and
- (b) not use nor permit to be used his part of the roof and/or flat roof and/or the Non-enclosed Area thereof in any manner so as to cause nuisance or annoyance to the co-owners or occupiers of other Units and shall be responsible for maintaining and keeping his part of the roof and/or flat roof and/or the Non-enclosed Area thereof at his own expense in good repair and condition.

The Manager shall by giving reasonable prior written notice to the defaulting Owner (unless in the case of emergency) have the right to enter and remove from the roof or flat roof or the Non-enclosed Area such unauthorised structures at the cost and expense of the defaulting Owner.

(38) The Owners of the gardens, roofs and/or flat roofs forming parts of their Units shall not put install or otherwise place any article upon the said gardens, roofs and/or flat roofs thereby obstructing the access to or through such gardens, roofs and/or flat roofs by the Manager and/or other Owners for the purpose of exercising their respective rights under this Deed.

(39) Each Car Park shall not be used for any purpose other than for the parking of one motor vehicle licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and subject to any Development Rules as may be imposed from time to time by the Manager. The Car Parks shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(40) The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of the Slope and Retaining Structures as shown coloured Red on the plan(s) certified as to its/their accuracy by the Authorized Person and attached to this Deed as required by the Government Grant and in particular in accordance with the Geoguide 5 - Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Maintenance Manual for the Slope and Retaining Structures prepared in accordance with such

Geoguide 5 and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of the Slope and Retaining Structures.

(41) Any balcony(ies) forming part of the Residential Unit(s) and the covered areas beneath or underneath such balcony(ies) shall not be enclosed above safe parapet height other than as under the Approved Plans as at the date of this Deed.

(42) No Owner shall place, install, erect or affix any sunshades, canopies or awnings except with the prior written approval of the Manager (which approval shall not be unreasonably withheld or delayed).

(43) The Owner or Owners of any Residential Unit with garden, roof and/or flat roof adjoining thereto or held therewith shall not cause or permit the garden, roof and/or flat roof to be enclosed and shall not place or erect any hut shed caravan house whether on wheels or not or other chattels adapted used or intended for use as a sleeping apartment nor any hoardings or advertising stations or other temporary erection on the garden, roof and/or flat roof.

(44) No Owner shall burn any leaves or waste articles in any part of the garden, roof and/or flat roof or the Common Areas.

(45) No tree growing on the Lot or adjacent thereto as at the date hereof or transplanted or replanted at the request of the Director of Lands shall be removed or interfered with without the prior written consent of the Director of Lands.

(46) The Owners of the Residential Units with garden, roof and/or flat roof adjoining thereto or held therewith shall on receipt of prior reasonable notice (except in case of emergency) allow the Manager, its servants, agents, contractors and persons duly authorized with or without appliances to enter into any garden, roof and/or flat roof forming part or parts of the Residential Unit and to remain there for such 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 such garden, roof and/or flat roof or to which access is gained via such garden, roof and/or flat roof and, on a temporary basis, to erect or place on any such garden, roof and/or flat roof any scaffolding or other plant, equipment or materials necessary for the purpose of any aforesaid works for so long as such works are being carried on Provided that the Manager shall cause as little disturbance as possible when carrying out such works and shall repair at its own costs and expenses any damage caused by the Manager's exercise of its rights under this Clause and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager or its employees contractors servants and agents.

(47) The Owners of the Residential Units with garden, roof and/or flat roof adjoining thereto or held therewith shall not put install or otherwise place any article upon any garden, roof and/or flat roof forming part or parts of the Residential Unit thereby obstructing the access to such garden, roof and/or flat roof by the Manager for the purpose of exercising its rights under Clause 2(b) of the Third Schedule.

(48) The Owners shall at their own costs and expenses observe and comply with the request from time to time of the public utility companies in relation to or in respect of the provision of their facilities to be provided within the Development Common Areas for the proper use and enjoyment of the Unit(s) owned by the Owner(s).

(49) No Owner shall use any part of the garden, roof and/or flat roof for the purpose of storage, or drying goods or laundry.

(50) The Owners of the Residential Units shall keep the garden (if any) forming part of his Residential Unit in good, clean and tidy state and condition.

(51) The Owner of the Car Park shall at his own costs and expense maintain and keep in good repair and condition the relevant installations and facilities for charging of electric motor vehicles licensed under the Road Traffic Ordinance (Cap.374) serving his Car Park.

(52) The Owner of the Residential Unit shall be responsible for all costs and expenses incurred for replacing the glazing enclosing his Residential Unit and the glass balustrade of his Residential Unit.

(53) (a) Each Owner of House 5 and House 6 shall not demolish, remove, obstruct or renovate the fire services installations and equipment including but not limited to the hose reel system, manual fire alarm system, portable fire extinguisher and emergency lighting in his House except with prior approval of the relevant government authority(ies) and the Manager. Any renovation work to such fire services installations and equipment shall be carried out by registered fire services installation contractors engaged or nominated by the Manager at the costs and expense of relevant Owner(s).

(b) Each Owner of House 5 and House 6 shall permit the Manager, its servants, agents, contractors and persons duly authorized on prior reasonable notice (except in case of emergency) to gain access to and enter upon his House for the purpose of carrying out inspection, maintenance, commissioning, mandatory annual testing and certification of the fire services installations and equipment including but not limited to the hose reel system, manual fire alarm system, portable fire extinguisher and emergency lighting in his House by registered fire services installation contractors engaged or nominated by the Manager at the costs and expense of relevant Owner(s).

(c) Each Owner of Houses shall be responsible to handle the statutory inspection and maintenance of the passenger lift in his House.

(54) No Owner shall alter the original design and material of items or things affecting the appearance of the Development including but not limited to the following :-

(a) window wall, window, window frame, window glazing, skylight, sliding door, sliding and folding door;

(b) facade cladding (including aluminium cladding, spandrel glass, aluminium louvers, aluminium grilles, entrance canopies, vertical and horizontal fins, mouldings, roof features, features and stone cladding);

(c) external glass balustrade, aluminium capping, top railing, balustrade light and external light fitting;

- (d) aluminium cladding, floor, wall, ceiling finish, intercom, light fittings, mailbox, all finishes, fittings and fixtures of recessed entrance of all Residential Units;
- (e) all finishes, fittings and fixtures of the Non-enclosed Area, light fittings, metal gate, mailbox, intercom, wall finishes, floor finishes, surface channel, aluminium capping, glazing, main entrance door, stone door, aluminium grille for air-conditioning units at the Non-enclosed Area, roof and flat roof;

or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Development and/or any Unit including the carrying out of any internal decoration or alteration works which affect the facade or external appearance or original design of the facade of any Unit without the prior consent in writing of the Manager Provided that any internal decoration or alteration works as aforesaid as approved by the Manager shall be carried out by the contractor appointed or approved by the Manager at the expense of the Owner or Owners of such Unit(s) requiring such works and in such manner as the Manager shall in its absolute discretion think fit.

- (55) The Owners shall at their own costs and expenses take all steps necessary or expedient and carry out all works and do all things necessary for complying with the Government Grant and any statutory or Governmental requirements and any obligations (contractual or otherwise) concerning or relating to the Lot and/or the Development.

THE FIFTH SCHEDULE ABOVE REFERRED TO

“Works and Installations”

1. Structural elements;
2. External Wall finishes and roofing materials;
3. Fire safety elements;
4. Plumbing system;
5. Drainage system;
6. Fire services installations and equipment;
7. Electrical wiring system;
8. Lifts installations;
9. Gas supply system;
10. Window installations;
11. Slope and Retaining Structures;
12. Security system;
13. Aerial broadcasting system;
14. Telecommunication system;
15. Lightning protection system;
16. Vehicle access control system;
17. EV charging facilities;
18. Lighting system;
19. Green wall and automatic irrigation system;
20. Transformer room and facilities;
21. Mechanical Ventilation Air-Conditioning (MVAC) system; and
22. Other major items as from time to time be added or revised.

SEALED with the Common Seal)
of the First Owner and SIGNED)
by)
)
)
as duly authorised by resolution of the)
board of directors whose signature(s) is/are)
verified by :-)

[SIGNED SEALED and DELIVERED by)
the Second Owner (Holder of Hong)
Kong Identity Card No.[])
in the presence of :-)

[SEALED with the Common Seal)
of the Second Owner and SIGNED)
by)
)
)
as duly authorised by resolution of the)
board of directors in the presence of :-)]

INTERPRETED to the Second Owner by:-]

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