

Dated the 15th day of February 2024

GLOBAL CHANCE HOLDINGS LIMITED

and



and

EASYKNIT PROPERTIES MANAGEMENT LIMITED

and

HANG SENG BANK LIMITED

**DEED OF MUTUAL COVENANT
AND MANAGEMENT AGREEMENT**

OF

**THE REMAINING PORTION OF SECTION C OF
KOWLOON INLAND LOT NO.2145**

MAYER | BROWN
好士打

CYSC/WKWC/20660328



TABLE OF CONTENTS

	<u>Page</u>
PARTIES AND RECITAL	1
SECTION I - DEFINITIONS.....	3
SECTION II - RIGHTS AND OBLIGATIONS OF OWNERS	12
SECTION III - ADDITIONAL RIGHTS OF THE FIRST OWNER	14
SECTION IV - MANAGER AND POWERS OF MANAGER	17
SECTION V - MANAGEMENT EXPENSES	35
SECTION VI - SPECIAL FUND, ACCOUNTS ETC.....	49
SECTION VII - OWNERS' COMMITTEE	52
SECTION VIII - MEETING OF OWNERS	60
SECTION IX - EXTINGUISHMENT OF RIGHTS.....	64
SECTION X - MISCELLANEOUS PROVISIONS	68
THE FIRST SCHEDULE ABOVE REFERRED TO	74
THE SECOND SCHEDULE ABOVE REFERRED TO	76
THE THIRD SCHEDULE ABOVE REFERRED TO	79
THE FOURTH SCHEDULE ABOVE REFERRED TO	93
THE FIFTH SCHEDULE ABOVE REFERRED TO	94

THIS DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT
("this Deed") is made the 15th day of February Two Thousand and Twenty Four

BETWEEN :-

- (1) **GLOBAL CHANCE HOLDINGS LIMITED (環球商機控股有限公司)** a company incorporated in British Virgin Islands with limited liability whose registered office is situate at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands and whose correspondence address in Hong Kong is at Block A, 7/F, Hong Kong Spinners Building, Phase 6, 481-483 Castle Peak Road, Cheung Sha Wan, Kowloon, Hong Kong (the "**First Owner**", which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) [REDACTED] of Unit [REDACTED] on [REDACTED] Floor, Garden Crescent, No.93 Waterloo Road, Kowloon, Hong Kong (the "**First Assignee**", which expression shall where the context so admits include its successors and assigns or his executors administrators and assigns or such survivor of his her or their assigns) of the second part;
- (3) **EASYKNIT PROPERTIES MANAGEMENT LIMITED (永義物業管理有限公司)** whose registered office is situate at Block A, 7/F, Phase 6, Hong Kong Spinners Building, 481-483 Castle Peak Road, Cheung Sha Wan, Kowloon, Hong Kong (the "**DMC Manager**") of the third part; and
- (4) **HANG SENG BANK LIMITED** whose registered office is situate at No.83 Des Voeux Road Central, Hong Kong (the "**Lender**" which expression shall where the context so admits include its successors and assigns) of the fourth part.

WHEREAS :-

(A) The First Owner's title

Immediately prior to the Assignment to the First Assignee hereinafter referred to, the First Owner was the registered owner and in possession of the **Land** (as hereinafter defined) which is held under the **Government Grant** (as hereinafter defined) subject to the **Building Mortgage** (as hereinafter defined).

(B) Development of the Land

The First Owner has developed the Land in accordance with the **Building Plans** (as hereinafter defined) and has erected on the Land the **Development** (as hereinafter defined).

(C) Allocation of Undivided Shares

For the purposes of sale, the Land and the Development have been notionally divided into 3,902 equal **Undivided Shares** (as hereinafter defined) which have been allocated as provided in the FIRST SCHEDULE hereto.

(D) **Right of the First Owner to assign**

The First Owner has already obtained the **Certificate of Compliance** (as hereinafter defined) and is entitled to assign or otherwise dispose of Undivided Shares together with the right to the exclusive use and occupation of a part or parts of the Development.

(E) **Partial Release/Release of Building Mortgage**

By a Partial Release dated the 15th day of February 2024 and registered in the Land Registry prior to these presents, inter alia, the **First Assignee's Unit** (as hereinafter defined) was released by the Lender to the First Owner freed and absolutely discharged and released from the Building Mortgage.

(F) **Assignment to the First Assignee**

By an Assignment bearing even date hereof and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed, the First Owner assigned unto the First Assignee the First Assignee's Unit Subject to and with the benefit of the Government Grant.

(G) **The rights and benefits of Owners**

The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, improvement, maintenance, repair, renovation, insurance and service of the Land, the Development, the **Common Areas and Facilities** (as hereinafter defined) therein and for the purpose of defining and regulating the rights, interests and obligations of the **Owners** (as hereinafter defined) in respect thereof and to provide for apportionment of the expenses of such management, improvement, maintenance, repair, renovation, insurance and service to be borne by the Owners.

(H) **Approval to this Deed**

The Director of Lands has given his approval to this Deed in accordance with Clause (13)(a) of the Government Grant.

NOW THIS DEED WITNESSETH as follows :-

SECTION I - DEFINITIONS

1.1 Definitions

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

“Authorized Person”

means CHEUNG Man-Ching, Anthony of Ronald Lu & Partners (Hong Kong) Limited, and any other replacement authorized person for the time being appointed by the First Owner;

“BMO”

means the Building Management Ordinance (Cap.344);

“Building Mortgage”

means the Mortgage over the Land dated 7 August 2020 made between the First Owner as mortgagor and the Lender as lender and registered in the Land Registry by Memorial No. 20081701450151 and as the same may from time to time be modified, varied or supplemented;

“Building Plans”

means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under reference no. BD 2/4062/17 and includes any amendment thereto as approved by the Building Authority;

“Carpark”

means the whole of the car park areas on the Basement 2 Floor, the Basement 1 Floor and the Ground Floor of the Development constructed for the purposes of ingress and egress and parking of motor vehicles and motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and comprising the Parking Spaces, the Visitor Parking Spaces and the Carpark Common Areas and Facilities;

“Car Parking Space”

means any one of the parking spaces on the Basement 2 Floor and the Basement 1 Floor of the Development (save and except the Visitor Parking Spaces) provided in accordance with Clause (17)(a)(i) of the Government Grant for the parking of motor vehicles 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, to which Undivided Shares have been or will be allocated. The twenty-two (22) Car Parking Spaces are numbered “C01” to “C03”, “C05” to “C12”, “C15” to “C23”, “C25” to “C26” respectively and are for the purpose of identification only shown and marked “C01” to “C03”, “C05” to “C12”, “C15” to “C23”, “C25” to “C26” respectively on the DMC Plans;

“Carpark Common Areas and Facilities”

means:-

- (a) the whole of the Carpark (except the Parking Spaces and the Visitor Parking Spaces) including driveways and staircases; and
- (b) such areas and facilities of and in the Land and the Development for the common use and benefit of the Carpark

which for identification purposes only are shown and coloured Indigo on the DMC Plans,

but shall exclude the Development Common Areas and Facilities and the Residential Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner,

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

“Certificate of Compliance”

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

“Common Areas and Facilities”

means, collectively, the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities which are for the purposes of identification only shown coloured Green, Yellow and Indigo on the DMC Plans;

“Consent to Assign”

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

“Development”

means the whole of the development constructed or in the course of construction on the Land in accordance with the Government Grant and the Building Plans and known as “GARDEN CRESCENT (譽林)”, No.93 Waterloo Road,

Kowloon, Hong Kong;

"Development Common Areas and Facilities"

means:-

- (a) air ducts, cable room, driveway, electrical vehicle meter room, electricity rooms, fan room, existing fence walls, fence walls, fireman's lift lobby, fire service control room, fire service and sprinkler pump room, flat roofs, flushing water upper pump room, gas valve room, the Greenery Area, guard house and accessible toilet for guard house, hose reels, main switch room, pipe ducts, potable water tank room, refuse storage chamber, staircases, telecommunications and broadcasting (T.B.E) room, telephone duct, transformer room, upper part of transformer room, water pump room, water meter cabinets; and
- (b) such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole

which for the purpose of identification only are shown and coloured Green and Green Stippled Black on the DMC Plans

but shall exclude the Residential Common Areas and Facilities, the Carpark Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner,

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

"DMC Plans"

means the plans certified as to their accuracy by the Authorized Person annexed to this Deed for identifying various parts of the Development (including without limitation the Common Areas and Facilities);

"Fire Safety Management Plan"

means the fire safety management plan and measures relating to the Residential Units with open kitchen (as set out in Part A of the FIFTH SCHEDULE) required to be implemented by the Buildings Department, the Fire Services Department and any other relevant Government authority, which includes any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant Government authority;

“First Assignee’s Unit”

means all those 28 equal undivided 3,902nd parts or shares of and in the Land and the Development together with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as Unit D (including balcony and window flower box thereof) on the 7th Floor of the Development;

“FRR Wall”

means the full height wall having a fire-resistance rating of not less than -/30/30 adjacent to the entrance door of a Residential Unit with open kitchen which is for the purposes of identification only shown and marked “OP” on the plans of the Residential Units certified as to their accuracy by the Authorized Person and annexed hereto;

“Government”

means the Government of Hong Kong;

“Government Grant”

means the Government Lease dated 17 March 1937 made between King George VI of the one part and The Procureur General in Hong Kong of the Missions Etrangères of the other part for a term of 75 years commencing from 15 October 1928 with a right of renewal for one further term of 75 years, as varied and/or modified by the Modification Letter and shall include any subsequent extensions or modifications thereto or renewals thereof;

“Greenery Area”

means those parts of the Development referred to and defined as “the Greenery Area” in Clause No. (4)(c) of the Government Grant, which are for the purposes of identification only shown coloured Green Stippled Black on the DMC Plans;

“Hong Kong”

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

“House Rules”

means the rules set down by the Manager, subject to the approval of the Owners’ Committee (if formed), and made in accordance with the BMO and the Government Grant and supplemental to this Deed governing the Development or any part or parts thereof from time to time in force made pursuant to this Deed;

“Land”

means all that piece or parcel of ground registered in the Land Registry as The Remaining Portion of Section C of Kowloon Inland Lot No. 2145;

“Loading and Unloading Space”

means the loading and unloading space on the Ground Floor of the Development provided in accordance with Clause (18)(a) of the Government Grant for the

loading and unloading of goods vehicles in connection with the Development, which is for identification purpose only shown and coloured Yellow and marked "L/UL" on the Ground Floor Plan certified as to its accuracy by the Authorized Person and annexed hereto;

"Maintenance Manual for Slopes Structures"

means the maintenance manual for the Slopes 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), a copy of which shall be kept at the management office and may be inspected by the Owners free of charge during the normal office hours of the Manager;

"Maintenance Manual for Works and Installations"

means the maintenance manual for the Works and Installations as may from time to time be amended or revised in accordance with the provisions of this Deed;

"Management Expenses"

means the costs, charges and expenses necessarily and reasonably incurred or to be incurred for the management and maintenance of the Land and the Development and the Common Areas and Facilities therein to be borne by the Owners including the remuneration of the Manager as provided in this Deed;

"Manager"

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

"Modification Letter"

means the Modification Letter dated 25 October 2021 and registered in the Land Registry by Memorial No. 21102901590013;

"Motor Cycle Parking Space"

means the parking space on the Basement 1 Floor of the Development provided in accordance with Clause (17)(c)(i) of the Government Grant for the parking of motor cycles 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, to which Undivided Shares have been or will be allocated. The Motor Cycle Parking Space is numbered "M01" and is for the purpose of identification only shown and marked "M01" on the DMC Plans;

"Non-enclosed Areas"

means the following green and innovative features and which are exempted from the calculation of gross floor area or site coverage or both by the Building Authority and the Director of Lands:-

- (a) the balconies of the Residential Units which are shown Hatched Black

and marked "BAL." on the DMC Plans and the covered areas beneath the balconies; and

- (b) the utility platforms of the Residential Units which are shown Stippled Black and marked "U.P." on the DMC Plans and the covered areas underneath the utility platforms;

"Occupation Permit"

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

"Owner"

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

"Owners' Committee"

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

"Owners' Corporation"

means the corporation of the Owners incorporated under section 8 of the BMO;

"Parking Spaces"

means (a) the Car Parking Spaces; and (b) the Motor Cycle Parking Space, and "**Parking Space**" shall be construed accordingly;

"Recreational Facilities"

means the recreational facilities and facilities ancillary thereto on the 1st Floor and 2nd Floor of the Development including but not limited to the "Exempted Facilities" as referred to in Clause (6)(c) of the Government Grant, gymnasium, children play area, function room, library, and all other associated plant and equipment of and for such facilities, female lavatory and unisex accessible toilet, which are for the common use and benefit of all the residents of the Residential Accommodation and their bona fide visitors, and for the purposes of identification only shown coloured Yellow Hatched Black on the DMC Plans;

"Residential Accommodation"

means those parts of the Development constructed or to be constructed on the Land intended for residential use in accordance with the Building Plans

comprising the Residential Common Areas and Facilities and the Residential Units;

“Residential Common Areas and Facilities”

means:-

- (a) the Loading and Unloading Space, the Recreational Facilities, the Visitor Parking Spaces, the Upper Roof and the Top Roof;
- (b) air-conditioner platforms, architectural features, air ducts, cable ducts, canopies (for the 16th Floor and the 18th Floor respectively), covered landscape, electrical duct, electricity room, emergency generator room, fire service ducts, flat roof (common area, maintenance only), flushing pump room, electric meter rooms, hose reels, inaccessible flat roofs, common covered area (planter) inaccessible roof, dog houses, lifts, lift lobbies, lift shafts, lift door frame, pipe ducts, refuse storage and material recovery rooms, staircases, water meter cabinets; and
- (c) such areas and facilities of and in the Land and the Development intended for common use and benefit of the Residential Units as a whole ;

which are for the purposes of identification only shown coloured Yellow and Yellow Hatched Black on the DMC Plans,

but shall exclude the Development Common Areas and Facilities, the Carpark Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner,

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

“Residential Unit”

means a unit (including (if any) windows, balustrade, railing, balcony, utility platform, private flat roof, private roof appurtenant thereto, lift lobby, entrance hall, window flower box and the openable parts of the curtain wall structure of the Residential Unit and such pieces of glass panels forming part of the curtain wall structure of the Residential Unit) intended to be used for private residential use, and “Residential Units” shall be construed accordingly;

“Schedule of Works and Installations”

means the FOURTH SCHEDULE hereto;

“Slopes Structures”

means any and all slopes, slope treatment works, earth retaining structures, retaining walls and other related structures (if any) within or outside the Land and the Development as required by the Government Grant to be maintained by the Owners;

“Special Fund”

means a special fund 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 BMO;

“Undivided Share”

means an equal undivided part or share of and in the Land and of and in the Development allocated in accordance with the provisions of this Deed or a sub-deed of mutual covenant (if any), and “**Undivided Shares**” shall be construed accordingly;

“Unit”

means any Residential Unit or Parking Space of which an Owner, as between himself and Owners or occupiers of other parts of the Land and the Development, is entitled to the exclusive possession, and “**Units**” shall be construed accordingly;

“Visitor Parking Spaces”

means (a) the parking spaces on the Basement 2 Floor and the Basement 1 Floor provided in accordance with Clause (17)(a)(iii) of the Government Grant for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the bona fide guests, visitors or invitees of the residents of the Development, which are for identification purpose only shown and coloured Yellow and marked “V02” on the Basement 2 Floor Plan and “V03” on the Basement 1 Floor Plan certified as to its accuracy by the Authorized Person and annexed hereto; and (b) the accessible parking space on the Basement 2 Floor of the Development provided in accordance with Clauses (17)(b)(i) and (17)(d)(ii) of the Government Grant for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the bona fide guests, visitors or invitees of the residents of the Development, which is for identification purpose only shown and coloured Yellow and marked “V01” on the Basement 2 Floor Plan certified as to its accuracy by the Authorized Person and annexed hereto;

“window”

in relation to any Residential Unit, means :-

- (a) any louvres and openable window of a Residential Unit;

(b) any non-openable window of a Residential Unit; and

together with all the glass of windows and window frames thereof (if any),
“**windows**” shall be construed accordingly;

“Works and Installations”

means all major works and installations in the Land and the Development (whether forming part of the Common Areas and Facilities or not) requiring regular maintenance on a recurrent basis as listed out in the Schedule of Works and Installations in the FOURTH SCHEDULE hereto.

1.2 Genders

In this Deed, words importing the singular number shall include the plural number and vice versa, and words importing the masculine, feminine or neuter gender shall include the others of them and words importing persons shall include corporations and vice versa.

1.3 Clause Headings

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

SECTION II - RIGHTS AND OBLIGATIONS OF OWNERS

2.1 Rights of the First Owner

The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the First Assignee's Unit assigned to the First Assignee as aforesaid and SUBJECT TO the rights and privileges granted to the First Assignee by the said Assignment.

2.2 Rights of the First Assignee

The First Assignee shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the First Assignee's Unit assigned to the First Assignee as aforesaid together with the appurtenances thereto and the entire rents and profits thereof.

2.3 Rights of all Owners

Each Undivided Share together with the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development and to receive rents and profits therefrom shall be held by the Owners from time to time entitled thereto subject to and with the benefit of the rights, privileges, easements and obligations provided in the SECOND SCHEDULE hereto and the express covenants and provisions herein contained.

2.4 Owners bound by covenants and restrictions

- (a) The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the THIRD SCHEDULE hereto so far as the same relate to such Undivided Share held by it and shall hold each Undivided Share subject to the easements, rights and privileges set out in the SECOND SCHEDULE hereto.
- (b) All the Owners (including the First Owner) and the Manager covenant with each other that they shall comply with the terms and conditions of the Government Grant so long as they shall remain the Owners and/or the Manager (as the case may be) of the Development.

2.5 Right to assign without reference to other Owners

Subject to the provisions of the Government Grant and this Deed, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share(s) in any way whatsoever and

without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, charge, mortgage, lease, license or otherwise dispose of or deal with his Undivided Share(s) together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Land and the Development which may be held therewith

PROVIDED THAT:-

- (a) any such sale, assignment, mortgage, charge, lease or licence shall be made expressly subject to and with the benefit of this Deed;
- (b) the Parking Spaces shall not be assigned except:-
 - (i) together with Undivided Share(s) giving the right of exclusive use and possession of the Residential Unit(s); or
 - (ii) to a person who is already the Owner of Undivided Share(s) in the Land and the Development with the right of exclusive use and possession of the Residential Unit(s)

PROVIDED THAT in any event not more than three (3) Parking Spaces shall be assigned to the Owner of any one Residential Unit.

2.6 Exclusive use of the Land and Development not to be dealt with separately from Undivided Shares

- (a) The right to the sole and exclusive use, occupation and enjoyment of any part of the Land and the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Shares with which the same is held PROVIDED THAT the provisions of this sub-clause, subject to the Government Grant, shall not extend to leases or tenancies or licences in respect of any part or parts of the Land or the Development.
- (b) The right to the exclusive use, occupation and enjoyment of any private flat roof(s), private roof(s), balcony(ies), utility platform(s) and/or private lift lobby(s) held with a Residential Unit shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which the private flat roof(s), private roof(s), balcony(ies), utility platform(s) and/or private lift lobby(s) is/are held.

2.7 Rights of the Owners to use the Common Areas and Facilities

- (a) Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit in accordance with the provisions of this Deed and subject always to the rights and powers of the Manager relating thereto and PROVIDED

THAT in exercising such rights no Owner shall interfere with or permit or suffer to be interfered with the general amenities or services provided for the Land and the Development and that each Owner shall comply with the House Rules from time to time in force in respect of the same.

- (b) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Unit, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Residential Unit in accordance with the provisions of this Deed and subject always to the rights and powers of the Manager relating thereto and PROVIDED THAT in exercising such rights no Owner shall interfere with or permit or suffer to be interfered with the general amenities or services provided for the Land and the Development and that each Owner shall comply with the House Rules from time to time in force in respect of the same.
- (c) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Parking Space, his tenants, occupiers, servants, agents and visitors shall have the full right and liberty (in common with the Manager and others having the like rights) to go pass and repass over and along and to use the Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Parking Space in accordance with the provisions of this Deed and subject always to the rights and powers of the Manager relating thereto and PROVIDED THAT in exercising such rights no Owner shall interfere with or permit or suffer to be interfered with the general amenities or services provided for the Land and the Development and that each Owner shall comply with the House Rules from time to time in force in respect of the same.

SECTION III - ADDITIONAL RIGHTS OF THE FIRST OWNER

3.1 Additional rights of First Owner

Each and every Owner covenants with the First Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and any interest therein that the First Owner excluding its assigns shall, for as long as the First Owner remains the beneficial owner of any Undivided Share, have the right to do all or any of the following acts or deeds and to exercise all or any of the following rights :-

(a) **Right to affix telecommunication equipment etc.**

The right to install or affix chimneys, flues, pipes or any other structures or facilities on or within any part or parts of the Common Areas and Facilities or

to grant the right to do so to any person PROVIDED THAT:-

- (i) written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained before the exercise of the right reserved hereunder;
- (ii) any payment received for the approval shall be credited to the Special Fund; and
- (iii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit.

(b) Right to change name of the Development

The right to change the name of the Development at the First Owner's costs and expenses PROVIDED THAT written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained before the exercise of the right reserved hereunder;

Unless otherwise stated any consideration received or receivable in the exercise by the First Owner of any of the rights and privileges reserved unto it under this Clause 3.1 shall if the First Owner deems fit be for the own use and benefit of the First Owner and may be on such terms and conditions as the First Owner may deem appropriate and unless otherwise stated any such rights and privileges may be exercised and enjoyed without the concurrence or consent of any other Owner or the necessity of joining any other Owner as parties to any documents PROVIDED THAT notwithstanding anything contained in the foregoing provision to the contrary, if such rights and privileges shall be affecting, arising out of or in connection with the Common Areas and Facilities, any such monetary consideration received therefor as aforesaid shall be credited to the management account for the management and maintenance of the Land and the Development or the Special Fund (as the case may be).

3.2 Power of Attorney

The Owners hereby jointly and severally and irrevocably APPOINT the First Owner as their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the rights of the First Owner excluding its assigns mentioned in Clause 3.1 of this Deed with the full power of delegation and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant.

3.3 Assignment to include covenant

An Assignment by an Owner of the part of the Development which he owns shall

include a covenant in substantially the following terms :-

“The Purchaser covenants with the Vendor for itself and as agent for GLOBAL CHANCE HOLDINGS LIMITED (“the Company” which expression shall include its successors assigns and attorneys) to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the 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 Company and its successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 3.1 of a Deed of Mutual Covenant and Management Agreement dated the day of and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
- (ii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Company as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
- (iii) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i) and (ii) hereinbefore contained

PROVIDED THAT upon the Covenanting Purchaser complying with and performing the covenant (iii) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (i) and (ii) 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) and (ii) hereinbefore contained.”

SECTION IV - MANAGER AND POWERS OF MANAGER

4.1 Management to be undertaken by the Manager

- (a) Subject to the provisions of the BMO, the Manager shall undertake the management of the Land and the Development for an initial period not exceeding two (2) years from the date of this Deed and such appointment shall continue until terminated as provided in this Clause or until the Manager resigns in compliance with this Clause.
- (b) (i) No resignation of the Manager shall take effect unless it has previously given not less than three (3) months' notice in writing of its intention to resign:-
 - (1) by sending such notice to the Owners' Committee; or
 - (2) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.
- (ii) The notice referred to in sub-clause (b)(i)(2) may be given:-
 - (1) by delivering it personally to the Owner; or
 - (2) by sending it by post to the Owner at his last known address; or
 - (3) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (c) The appointment of the Manager may be terminated as follows:-
 - (i) 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 the Owners voting either personally or by proxy and supported by the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding those Undivided Shares allocated to the Common Areas and Facilities) in the meeting of the Owners convened for the purpose to remove the Manager and by giving to the Manager not less than three (3) months' notice in writing; or
 - (ii) in the event that the Manager is wound up or has a receiving order made against it.
- (d) (i) Where an Owners' Corporation has been formed and subject to sub-clause (d)(iv), at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution :-

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

terminate by notice the appointment of the DMC Manager without compensation.

(ii) A resolution under sub-clause (d)(i) above shall have effect only if:-

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

(iii) The notice and the copy of the resolution referred to in sub-clause (d)(ii)(4) may be given:-

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

(iv) For the purposes of sub-clause (d)(i):-

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

(v) If a contract for the appointment of the Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, then sub-clauses (d)(i), (ii), (iii) and (iv) apply to the

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

- (vi) Sub-clause (d)(v) operates without prejudice to any other power there may be in a contract for the appointment of the Manager other than the DMC Manager to terminate the appointment of the Manager.
- (vii) If a notice to terminate a Manager's appointment is given under this sub-clause (d):-
 - (1) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (2) if no such appointment is approved under sub-clause (d)(vii)(1) above by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.
- (viii) This sub-clause (d) is subject to any notice relating to the Development that may be published by the Secretary for Home and Youth Affairs under Section 34E(4) of the BMO but does not apply to any single manager referred to in that section.
- (e)
 - (i) Subject to sub-clause (e)(ii), if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within fourteen (14) days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Land and the Development that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
 - (ii) If the Manager's appointment ends for any reason, the Manager shall within two (2) months of the date the Manager's appointment ends:-
 - (1) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which the Manager's appointment ends and ending on the date the Manager's appointment ended; and a balance sheet as at the date the Manager's appointment ended and shall arrange for that account and balance sheet to be audited by an accountant (as defined in the BMO) 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;

- (2) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of sub-clause (e)(ii)(1) and have not been delivered under sub-clause (e)(i); and
- (3) assign the Undivided Shares of the Common Areas and Facilities to the new Manager unless the same have already been vested in the Owners' Corporation.

4.2 General Provisions regarding Termination

- (a) Without limiting the generality of Clause 10.8 hereof, no provision of this Deed shall limit the application of Schedule 7 to the BMO by restricting or prohibiting the termination of the DMC Manager's appointment or his resignation during the initial term of two (2) years of its appointment.
- (b) 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 Land and the Development, and the Owners' Corporation has appointed a Manager under Clause 4.1(d)(vii)(2) above, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that Clause 4.1(d)(vii)(2) that may otherwise render that person liable for a breach of that undertaking or agreement.

4.3 Appointment of new Manager

Upon termination of the Manager's employment in whatever manner or in the event that the Manager is wound up or has a receiving order made against it, a meeting of the Owners' Committee shall immediately be convened to appoint a manager to take its place and such meeting shall appoint a manager who shall on the expiry of the notice given by or, as the case may be, to the Manager immediately thereupon and thenceforth become vested with all the powers and duties of the Manager hereunder and the Owners' Committee shall on behalf of the Owners enter into a management agreement with such new manager defining its rights duties and obligations. It is hereby declared and agreed that at no time shall there be no duly appointed manager to manage the Land and the Development or any part or parts thereof after the execution of this Deed.

4.4 Manager's remuneration

- (a) The Manager's annual remuneration for the performance of its duties hereunder shall be fifteen per cent (15%) of the total annual Management Expenses (excluding (i) the Manager's remuneration, (ii) the Government rent of the Land and (iii) expenditure of a capital nature or expenditure drawn or to be drawn out of the Special Fund, such expenditure(s) shall be referred to in this Clause as the "**capital expenditure**", PROVIDED THAT by a resolution of Owners

passed at a meeting of the Owners convened under this Deed, any capital expenditure may be included for calculating the Manager's remuneration at the aforesaid percentage or at such lower rate as considered appropriate by the Owners) reasonably and necessarily incurred for the proper and efficient management of the Land and the Development.

- (b) The Manager shall be entitled to charge and be paid all disbursements and out-of-pocket expenses necessarily and reasonably incurred in the course of carrying out its duties hereunder. The Manager's remuneration shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary and fees for any staff, facilities, accountancy services or other professional supervision and all disbursements and out-of-pocket expenses necessarily and reasonably incurred in the course of carrying out its duties hereunder which said costs and expenses shall form part of the Management Expenses and shall be a direct charge upon the Management Expenses.
- (c) The Owners shall pay to the Manager the Manager's annual remuneration hereunder in advance on the first day (or such other day as the Manager may deem appropriate) of each calendar month by twelve (12) equal monthly instalments each such payment to be in the sum of one-twelfth (1/12) of the annual remuneration of the Manager to be determined as aforesaid payable by the Owners according to the annual management budget or the revised annual management budget for the year in question to be prepared as provided in Clauses 5.1 to 5.6 hereof and any adjustment payment that needs to be made to bring the amount paid to the Manager by way of Manager's remuneration for the year in question to the correct amount for such year will be made within twenty-one (21) days from the completion of the auditing of the management accounts for such year as provided in Clause 6.3 hereof.
- (d) No variation of the percentage referred to in Clause 4.4(a) above may be made except with approval by a resolution of Owners at an Owners' meeting convened under this Deed for the purpose of reviewing the same.
- (e) Upon any review of the Manager's remuneration in accordance with Clause 4.4(d) above, if the Manager does not agree to any resolution passed at an Owners' meeting convened under this Deed in respect of such review, then the Manager, if it so desires, shall have the right to resign by giving notice of resignation in accordance with Clause 4.1(b)(i) above.

4.5 Duties and Powers of Manager

Subject to the BMO, the management of the Land and the Development shall be undertaken by the Manager who shall have the authority to act for and on behalf of all Owners in accordance with the provisions of this Deed and to enforce the provisions of this Deed against the other Owner or Owners. Without in any way limiting the generality of the foregoing but subject to the BMO, the Manager shall have the following powers and duties in accordance with this Deed:-

- (a) To demand, collect and receive all amounts payable by each Owner under the provisions of this Deed;
- (b) Unless otherwise directed by the Owners' Corporation, to be responsible for taking out and updating insurance to the full new reinstatement value in respect of loss or damage by fire and other risks in respect of the Common Areas and Facilities, and also for insurance covering public liability, occupier's liability and employer's liability and without limiting the generality of the foregoing to procure block insurance for the Land and the Development including those areas which are not Common Areas and Facilities;
- (c) To arrange for refuse collection and disposal from all parts of the Land and the Development including the Common Areas and Facilities and from areas designated as refuse collection points in the Land and the Development;
- (d) To keep and maintain in good order and repair and condition the lighting of the Common Areas and Facilities and to keep the Common Areas and Facilities well lighted and in a tidy condition;
- (e) To repair, maintain, upkeep, improve, control, operate and manage the Common Areas and Facilities, together with all structures, sewers, street furniture and plants constructed, installed and provided thereon or therein; to keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (f) To repair, improve, renovate, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Development and the external walls, architectural fixtures and fittings thereof, elevations and facade thereof but excluding windows and window frames except those situate in the Common Areas and Facilities PROVIDED THAT the Manager shall have the power at the expense of the Owner concerned to replace broken window glass if any such shall be broken and remain unreplaced for seven (7) days (except in emergency) after the Manager shall have served a notice on the Owner or occupier of the part of the Development concerned requiring him to replace the same;
- (g) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (h) To keep all the Common Areas and Facilities in good condition and working order and to keep the lifts and fire fighting equipment in accordance with any laws and regulations applicable thereto and to enter into contracts with third parties for the maintenance of any such facilities or the Common Areas and Facilities;
- (i) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Land and the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other

Government property or land adjacent to the Land or the Development and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Land and 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 repair, maintain, paint, white-wash, tile or otherwise treat as may be appropriate the Common Areas and Facilities and the exterior of the Development at such intervals as the same may reasonably require to be done;
- (k) To replace any glass in the Common Areas and Facilities that may be broken;
- (l) To keep in good order and repair the ventilation system of the enclosed part or parts of the Common Areas and Facilities;
- (m) To prevent refuse from being deposited on the Land and the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Land and the Development and arrange for its disposal at such regular intervals and to maintain in the Development refuse collection facilities to the satisfaction of the Food and Environmental Hygiene Department;
- (n) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (o) To choose from time to time subject to the prior approval of the Owners' Committee or the Owners' Corporation (if formed) the colour and type of facade of the Development and of the Common Areas and Facilities;
- (p) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Land and the Development or any part thereof;
- (q) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Land and the Development at all times;
- (r) To lease, license, install, maintain and operate or contract for the leasing, licensing, installation, maintenance and operation of or connection to the communal radio and/or television aerials and/or satellite dishes and/or satellite master antenna television system and/or cable television system (if any) which serve the Development and to enter into any contract or arrangement with any communication service provider for the provision of any communication services to and for the Development or any part thereof PROVIDED THAT contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be

entered into by the Manager must be subject to the following conditions:-

- (i) the term of such contract shall not exceed three (3) years;
- (ii) the right to be granted to any service provider under such contract shall be non-exclusive and shall provide for the sharing the use of the facilities and network with other service providers;
- (iii) no Owner shall be required to make any payment in any form attributable to the installation or provision of such facilities or services unless he is a subscriber to the relevant service;
- (s) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or any thing in or on the Land and the Development or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant and this Deed and to demand and recover on a fully indemnity basis from the Owner or person by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager;
- (t) To appoint solicitor or legal counsel to advise upon any point which arises in the management of the Land and the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Land and the Development of all legal proceedings relating to the Land and the Development (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Government, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or other rules of court or any tribunal of competent jurisdiction or otherwise;
- (u) To prevent (by legal action if necessary) any person including an Owner from unlawfully occupying or using or obstructing any of the Common Areas and Facilities;
- (v) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Land and the Development in any manner in contravention of the Government Grant or this Deed;
- (w) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person residing in or visiting the Land and the Development of any provisions of the Government Grant or this Deed;
- (x) To prevent any person detrimentally altering or injuring or damaging any part

or parts of the Land and the Development or any part of the Common Areas and Facilities thereof;

- (y) To prevent any person from overloading the floors or lifts of the Development or any part or parts thereof;
- (z) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;
- (aa) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development as a whole or the Common Areas and Facilities, the Fire Safety Management Plan (including but not limited to all fire services installations required to be installed pursuant to the Fire Safety Management Plan) and the fire safety system of the Development with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings PROVIDED THAT:-
 - (i) written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained before the exercise of the right reserved hereunder;
 - (ii) any payment received shall be credited to the Special Fund; and
 - (iii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit;
- (bb) To enter into contracts with and to engage, employ, remunerate and dismiss solicitors, architects, accountants, surveyors and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants for and in connection with the management of the Land and the Development and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Land and the Development or the management thereof;
- (cc) To enforce the due observance and performance by the Owners and occupiers of the terms and conditions of the Government Grant, this Deed and the House Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (dd) To ensure that all Owners or occupiers of the Units maintain the Units in a clean, proper and satisfactory manner;
- (ee) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers in accordance with this Deed

and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;

- (ff) To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Development as a whole;
- (gg) To remove any livestock, live poultry, fowls or animals (except trained guide dogs) from the Land and the Development if the keeping of which is in breach of the provisions of this Deed or, in the opinion of the Manager, such livestock, live poultry, fowls or animals are causing a nuisance to other Owners or occupiers of the Development;
- (hh) To provide such Christmas, Chinese New Year and other festive decorations and to organise such festive celebrations or activities for the Development and such other social, recreational or community activities, functions or events from time to time to promote the well-being, harmony, relationship of the Owners and occupiers of the Development;
- (ii) To give or withhold its consent or approval to anything which requires its consent or approval under this Deed PROVIDED THAT the Manager shall not unreasonably withhold its consent or approval and the Manager shall not charge any fee other than a reasonable administrative fee for issuing the consent or approval and which fee shall be credited to the Special Fund;
- (jj) To convene such meetings of the Owners or meetings of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings and for the avoidance of doubt, the Manager, despite acting as secretary to keep the minutes of such meetings, is not a member of the Owners' Committee;
- (kk) To do all things as are necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Land and the Development for the better enjoyment or use of the Land and the Development by its Owners occupiers and their licensees PROVIDED THAT the Manager shall not carry out any improvements to facilities or services which involve expenditure in excess of ten per cent (10%) of the current annual management budget, except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed;
- (ll) To make payment to the Government on demand of the cost incurred by the Government in connecting the drains and sewers from the Land to the Government's foul and storm water drains and sewers;
- (mm) To repair and maintain the drains and channels and drainage system whether within or outside the Land which is required to be maintained pursuant to the Government Grant or otherwise for proper functioning of the Development;
- (nn) To appoint or employ agents, contractors or sub-managers (including

professional property management companies) to carry out various aspects of the management works or management works in respect of certain part of the Common Areas and Facilities PROVIDED THAT the Manager must not transfer or assign its duties or obligations under this Deed to any of those persons and they must remain responsible to the Manager and the Manager shall at all times remain responsible for management and control of the Land and the Development and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility of the Manager;

- (oo) To take all steps necessary or expedient for complying with the Government Grant and any Government requirements concerning the Land and the Development or any part thereof;
- (pp) To engage qualified personnel to inspect or carry out a structural building, condition or other surveys of the Development or any part thereof including the drains and channels within or outside the Land but serving the Development;
- (qq) At the request of the Owners' Corporation (if formed), to assign the Undivided Shares relating to the Common Areas and Facilities and to transfer the management responsibility to the Owners' Corporation free of costs or consideration, for the benefit of the Owners of the Land and the Development upon which such Undivided Shares shall be held by the Owners' Corporation as trustees for the Owners;
- (rr) To put up appropriate signages at the entrance of the Development and/or any part or parts of the Common Areas and Facilities;
- (ss) To discontinue providing any management services to any Owner who defaults in payment of any amounts due from it under this Deed or otherwise fails to observe or perform any of the terms and conditions of this Deed until such default is rectified;
- (tt) To manage, control and maintain the parking of cars and other vehicles and the loading and unloading of goods within the Common Areas and Facilities and the flow of vehicular traffic over all roads and other areas forming part of the Common Areas and Facilities intended for such purposes;
- (uu) To ensure that no hawkers shall carry on business on any part of the Land or the Development and remove any hawker found to be so doing and to post up and display notices to the effect that hawker is prohibited on the Land and the Development prominently near all entrances of the Land and the Development in accordance with the Government Grant or the relevant legislation;
- (vv) In the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities vested in the Manager to surrender the same or any part thereof to the Government and the Manager is **HEREBY APPOINTED** the lawful attorney to execute and sign all relevant documents on

behalf of all the Owners for such purpose including matters relating to payment of compensation and in the event of any land being resumed by the Government, to execute any necessary document in relation to such reversion and in the event that any land being surrendered covers any private streets, roads or lanes, to make payment (if any) to the Government as required for the surfacing, kerbing, draining (both foul and storm water sewers) and channelling thereof carried out by the Government in respect of such streets, roads and lanes surrendered PROVIDED THAT:-

- (i) written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained before the exercise of the right reserved hereunder;
 - (ii) any benefit or monetary compensation so obtained shall be used for the common benefit of all the Owners and shall be credited to the Special Fund; and
 - (iii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit;
- (ww) To maintain all areas open spaces and facilities as are required to be maintained under the provisions of the Government Grant and/or requirements by the Government departments and in the manner as provided therein;
- (xx) To improve, control, operate and manage the Recreational Facilities in good and substantial repair and condition and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation (if applicable) on any part or parts of the Common Areas and Facilities and any portion of the Land and podium not built upon and to maintain the same including any access steps staircases and ramps in a safe, clean, neat, tidy, functional and healthy condition PROVIDED THAT the provision of any additional facilities for and any improvements to the Recreational Facilities shall be subject to obtaining the prior approval from the Owners by a resolution passed at a meeting of the Owners;
- (yy) To do all things which the Manager shall, in consultation with the Owners' Committee or the Owners' Corporation (if formed) by a resolution passed at a meeting of the Owners, deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Land and the Development for the better enjoyment or use of the Land and the Development by its Owners occupiers and their licensees PROVIDED THAT the Manager shall not carry out any improvements to facilities or services which involve expenditure in excess of ten per cent (10%) of the current annual management budget, except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed;
- (zz) To provide appropriate and sufficient waste separation and recovery facilities

including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. The Manager shall ensure that the waste separation and recovery facilities so provided shall consist of material that will not cause any fire hazard and shall be placed in such locations so as not to cause obstruction to any fire escape route and, that the recyclable materials recovered from the waste separation and recovery facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall maintain the waste separation and recovery facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development;

- (aaa) To organise any activities as it may consider appropriate on a regular basis to promote the environmental awareness of the Owners and occupiers of the Development and to encourage such Owners and occupiers to participate in such activities with a view to improving the environmental conditions of the Development;
- (bbb) To repair, maintain the artificial lighting (if any) and backup emergency system for, among other things, the staircases of the Development;
- (ccc) To implement the Fire Safety Management Plan and to issue any guideline or direction from time to time relating to its implementation including the carrying out (at the cost and expense of the relevant Owner) of annual inspection of the fire safety provisions within the Residential Units with open kitchen in accordance with the Fire Safety Management Plan;
- (ddd) To engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slopes Structures in compliance with the Government Grant and in accordance with the Maintenance Manual for Slopes Structures and all guidelines issued from time to time by appropriate Government departments regarding the maintenance of the Slopes Structures and to collect from the Owners in proportion to the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) allocated to their parts of the Land and the Development such additional sums (in case of insufficient management funds) from time to time to cover all costs lawfully incurred or to be incurred in carrying out such maintenance and repair PROVIDED THAT the Manager shall not be personally liable for carrying out such maintenance and repair works which must remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect all costs so incurred or to be incurred from all Owners and for the purpose of the exercising of the rights or authority of the Manager under this sub-clause, the Manager shall include the Owners' Corporation (if formed);
- (eee) To maintain, manage and repair the Greenery Area in accordance with this Deed and the Government Grant;

- (fff) To do all such other things as are reasonably incidental to the management of the Land and the Development.

4.6 Other Powers of the Manager in respect of parking matters

Without limiting the generality of the other express powers of the Manager herein contained and without prejudice to the right of the Owners of the Parking Spaces but subject to the provisions of the BMO, the Manager shall have the following powers in accordance with this Deed:-

- (a) To ban vehicles or any particular category of vehicles from the Land and the Development or any particular parts thereof either generally or during certain hours of day or night PROVIDED THAT the right of the Owner or Owners to the proper use and enjoyment of the Parking Spaces in accordance with the provisions of the Government Grant and this Deed shall not be unreasonably affected;
- (b) To impound and/or remove any vehicle parked in any area not reserved for parking or loading and unloading or any vehicles parked in any Parking Space without the consent of the Owner or lawful occupier of such Parking Space or any vehicle parked in any Visitor Parking Spaces without payment of charges (if any) therefor and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such Parking Spaces and Visitor Parking Spaces and any damage caused to such vehicles during or as a consequence of such impoundment or removal shall be the sole responsibility of the owner thereof;
- (c) To impose charges for any such impoundment or removal and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees;
- (d) To impose and collect service charges on owners of or other persons responsible for such offending vehicles or objects and in the event that the owners thereof or any other persons responsible therefor fail to turn up to claim such offending vehicles or objects within a time which the Manager in its absolute discretion determines to be reasonable, to dispose of the same by whatever way which in its sole discretion the Manager deems fit and expedient without incurring any liabilities whatsoever and to put the proceeds of sale (if any) into the Special Fund;
- (e) To manage and control the use of the Loading and Unloading Space and the Visitor Parking Spaces for the benefit and use of the residents of the Residential Units and their bona fide guests, visitors and invitees;
- (f) To paint and supplement the markings and numberings of Parking Spaces.

4.7 Other Powers of the Manager

Without limiting the generality of the other express powers of the Manager herein contained but subject to the provisions of the BMO, the Manager shall have the following powers in accordance with this Deed:-

- (a) To charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris PROVIDED THAT such charges shall form part of the management funds;
- (b) To charge the Owners for the use of fresh or sea water supplied (other than fresh or sea water supplied to the Owners through separate meters) at such rates as are from time to time determined by the Manager PROVIDED THAT such charges shall form part of the management funds;
- (c) From time to time to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Land and the Development, the payment and recovery of charges for installation, disconnection and reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by Government PROVIDED THAT written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained before the exercise of such power and any rules and regulations to be made or re-made shall not contravene this Deed, the BMO or the conditions of the Government Grant;
- (d) To charge a prescribed fee for use of the Recreational Facilities or any part thereof of such reasonable amount as the Manager shall in its reasonable discretion deem fit PROVIDED THAT written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained before the exercise of such power and all such prescribed fees collected shall be credited to the management funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities;
- (e) To charge a prescribed fee for use of any part of the Residential Common Areas and Facilities, Carpark Common Areas and Facilities or Development Common Areas and Facilities set aside for parking of vehicles, in accordance with the Government Grant, of such reasonable amount as the Manager shall in its reasonable discretion deem fit PROVIDED THAT written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained before the exercise of such power and all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities, Carpark Common Areas and Facilities or Development Common Areas and Facilities, as the case may be.

4.8 Power to enter into Units

- (a) The Manager shall have power on reasonable notice (except in case of

emergency) with or without employees, agents, surveyors, contractors, workers and others and with or without tools or machines to enter any Unit for the purposes of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners PROVIDED THAT the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at its own costs and expense and shall be liable for negligent or wilful or criminal acts of the Manager or its employees, agents, surveyors, contractors or workers.

- (b) The Common Areas and Facilities shall be under the exclusive control of the Manager who is hereby appointed to act as agent for and on behalf of all Owners duly authorised in accordance with the provisions of this Deed in respect of any matter concerning the Common Areas and Facilities.

4.9 Manager's consent

Where the Manager's consent or approval is required under this Deed, the Manager shall not unreasonably withhold its consent or approval and the Manager shall not charge any fee other than a reasonable administrative fee for issuing the consent or approval and which fee shall be credited to the Special Fund.

4.10 House Rules

- (a) Subject to the approval of the Owners' Committee (if formed), the Manager shall have power from time to time to make, revoke and amend House Rules regulating the maintenance and environmental control of the Land and the Development and the Common Areas and Facilities or any part or parts thereof and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such House Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. Copies of the House Rules from time to time in force shall be posted on the public notice boards of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges. All charges received shall be credited to the Special Fund.
- (b) The House Rules and any amendments shall not be inconsistent with or contravene this Deed, the BMO or the conditions of the Government Grant.
- (c) Subject to the approval of the Owners' Committee (if formed), the Manager shall have the power from time to time to make, revoke or amend House Rules in accordance with sub-clause (a) above to protect the environment of the Development and to implement noise abatement, waste reduction and recycling measures with reference to the guidelines on property management issued from time to time by the Director of Environmental Protection.
- (d) Without prejudice to the generality of sub-clause (b) above, the Manager shall

subject to the prior approval of the Owners' Committee (if formed) be entitled to make revoke and amend rules regulating and restricting the use of the Recreational Facilities including without limitation restricting the use of the Recreational Facilities in certain circumstances or to certain persons, and the fixing of the payment for use of any of the Recreational Facilities PROVIDED THAT all such payments to the Manager shall be credited to the management funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities.

4.11 Communications among Owners

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

4.12 Exclusions and Indemnities

- (a) The Manager, its employees, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed PROVIDED THAT nothing in this Deed shall exclude the liability of the Manager to the Owners for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, its employees, agents or contractors.
- (b) Without in any way limiting the generality of sub-clause (a), the Manager, its employees, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of :-
 - (i) any defect in or failure or breakdown of any of the Common Areas and Facilities; or
 - (ii) any failure, malfunction or suspension of the supply of water, electricity, air-conditioning or other utility or service to the Land and the Development; or
 - (iii) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Land and the Development; or
 - (iv) the activity of termites, cockroaches, rats, mice or other pests or vermin; or
 - (v) theft, burglary or robbery within the Land and the Development; or
 - (vi) any act of God, force majeure or circumstances beyond the control of the Manager;

UNLESS such damage, loss or injury was caused by any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, its employees, agents or contractors and PROVIDED THAT the contribution to the Management Expenses or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

- (c) Notwithstanding any other provisions of this Deed, no Owner shall be required to indemnify the Manager, its employees, agents or contractors from and against any action, claim, etc. arising out of any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, its employees, agents or contractors.

4.13 Owner to be responsible for act or negligence of occupiers

Subject to Clause 4.12(c) above, each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers for the time being against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any injury to any person or any loss or damage to any property caused by or as the result of the act or negligence of such Owner or any occupier of any Unit of which he has the exclusive use or any person using such Unit with his consent express or implied or by, or through, or in any way owing to the overflow of water or spread of fire or leakage of electricity therefrom and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Land and the Development or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by this Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by this Deed or for which the Manager has elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

SECTION V - MANAGEMENT EXPENSES

5.1 Preparation of annual management budget

- (a) Subject to Clauses 5.1(c), 5.1(e) and 5.1(f) below, the total amount of Management Expenses payable by the Owners during any period of twelve (12) months adopted by the Manager as the financial year in respect of the management of the Land and the Development shall be the total estimated Management Expenses during that year as specified by the Manager in accordance with Clause 5.1(b) below.
- (b) In respect of each financial year, the Manager shall:-
 - (i) prepare a draft annual management budget setting out the estimated Management Expenses during the financial year;
 - (ii) send a copy of the draft annual management budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft annual management 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 annual management budget a notice inviting each Owner to send his comments on the draft annual management budget to the Manager within a period of fourteen (14) days from the date the draft annual management budget was sent or first displayed;
 - (iv) after the end of the period as set out in Clause 5.1(b)(iii) above, prepare an annual management budget specifying the total estimated Management Expenses during the financial year;
 - (v) send a copy of the annual management budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the annual management budget in a prominent place in the Development and cause it to remain so displayed for at least 7 consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with Clause 5.1(b) above before the start of that financial year, the total amount of the Management Expenses for that year shall:-
 - (i) until the Manager 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 the Manager has so complied, be the total estimated Management Expenses specified in the annual management budget for that financial year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.

- (d) Where an annual management budget has been sent or displayed in accordance with Clause 5.1(b)(v) above and the Manager wishes to revise it, it shall follow the same procedures in respect of the revised annual management budget as apply to the draft annual management budget and annual management budget by virtue of Clause 5.1(b) above.
- (e) Where a revised annual management budget is sent or displayed in accordance with Clause 5.1(d) above, the total amount of the Management Expenses for that financial year shall be the total Management Expenses or estimated Management Expenses specified in the revised annual management budget and the amount that Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of one (1) month from the date that an annual management budget or a revised annual management budget for a financial year is sent or first displayed in accordance with Clause 5.1(b) or 5.1(d) above, the Owners' Corporation decides, by a resolution of the Owners, to reject the annual management budget or revised annual management budget, as the case may be, the total amount of Management Expenses for the financial year shall, until another annual management budget or revised annual management budget is sent or displayed in accordance with Clause 5.1(b) or 5.1(d) above and is not so rejected under this Clause 5.1(f), 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 ten per cent (10%) of that total amount as the Manager may determine.
- (g) If any Owner requests in writing the Manager to supply him with a copy of any draft annual management budget, annual management budget or revised annual management budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.

5.2 Financial Year

The first financial year for the purpose of management of the Land and the Development or any part or parts thereof shall commence on the date hereof and shall terminate on the 31st day of December of the same year and subsequent financial years shall commence on the 1st day of January and shall terminate on the 31st day of December of that year. The financial year may not be changed more than once in every five (5) years, unless that change is previously approved by a resolution of the Owners' Committee (if formed).

5.3 Management Expenses

Subject to the provisions of this Deed, the Management Expenses in the annual management budget shall include following expenses, costs and charges which shall be necessarily and reasonably incurred for the management of the Land and the Development, including but not limited to the Common Areas and Facilities and the

Greenery Area :-

- (a) the expenses necessarily and reasonably incurred for management, maintenance, operation, control, improvement, renovation, decoration, ventilation, repair, cleansing and lighting of the Common Areas and Facilities exclusively;
- (b) the expenses necessarily and reasonably incurred for cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Common Areas and Facilities exclusively;
- (c) the cost and charges necessarily and reasonably incurred for the supply and consumption of electricity, gas, air-conditioning, water, telephone and other utilities serving the Common Areas and Facilities exclusively;
- (d) the cost and expense necessarily and reasonably incurred for inspection, maintenance, repair and carrying out of any necessary works in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Land and the Development and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Land that are required to be maintained under the Government Grant;
- (e) the remuneration and related expenses necessarily and reasonably incurred for the provision of security guard services for the Land and the Development and the cost necessarily and reasonably incurred for employment of caretakers, security guards, watchmen, cleaners, lift operators and attendants and such other staff to manage and administer the Land and the Development and the Common Areas and Facilities exclusively;
- (f) the costs and expenses necessarily and reasonably incurred for purchase or hiring of all necessary plants, equipments, vehicles and machineries as are required for the management and maintenance of the Land and the Development;
- (g) the Government rents of the Land under the Government Grant but only if no separate assessments are made for the individual Units;
- (h) the costs and expenses necessarily and reasonably incurred for refuse collection, storage and disposal in respect of the Land and the Development and the Common Areas and Facilities exclusively;
- (i) the remuneration of the Manager calculated in accordance with Clause 4.4 of this Deed for providing its services hereunder;
- (j) the premia for insurance of the Land and the Development including but not limited to the Common Areas and Facilities to the full new reinstatement value against loss or damage by fire and/or other perils against third party or public liability and occupiers' liability and employer's liability in respect of employees employed within or exclusively in connection with the management of the Land and the Development;

- (k) the costs and expenses necessarily and reasonably incurred for carrying out of all or any of the duties of the Manager as set out in this Deed;
- (l) legal and accounting and surveying fees and all other professional fees necessarily and reasonably incurred by the Manager in carrying out the services provided by this Deed and/or in connection with the management and maintenance of the Land and the Development;
- (m) all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes Structures; and
- (n) the costs of repairing, maintaining and managing the Greenery Area under this Deed and/or pursuant to the Government Grant,

PROVIDED THAT the expenditure of a capital nature for the replacement, improvement and renovation of installations, systems, equipment, tools, plant, machinery and apparatus within or forming part of the Common Areas and Facilities shall be compiled in a separate heading within the appropriate section of the annual management budget and shall be payable out of the Special Fund when the same is established.

5.4 Contracts entered into by the Manager

- (a) Subject to sub-clauses (b) and (c) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000 or such other sum in substitution therefor as the Secretary for Home and Youth 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 BMO.
- (b) Subject to sub-clause (c) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to twenty per cent (20%) of the annual management budget or such other percentage in substitution therefor as the Secretary for Home and Youth Affairs may specify by notice in 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 BMO; 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 BMO; and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) above do not apply to any supplies, goods or services which but for this sub-clause (c) would be required to be procured by invitation to tender (referred to in this sub-clause (c) as the **"relevant supplies, goods or services"**):-
 - (i) where there is an Owners' Corporation, if
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
 - (2) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
 - (ii) where there is no Owners' Corporation, if
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
 - (2) the Owners decide by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

- (d) Notwithstanding other provisions in this Deed, except with the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the Manager shall not carry out any improvements to facilities or services which involve expenditure in excess of ten per cent (10%) of the current annual management budget.

5.5 Calculation of contribution to annual management budget

- (a) The Manager shall keep separate management accounts and budgets for each part of the Development. Subject to the provisions of this Deed, the annual management budget shall be divided into the following parts:-
 - (i) The first part shall cover all expenditure specifically referable to the Residential Common Areas and Facilities.
 - (ii) The second part shall cover all expenditure specifically referable to the Carpark Common Areas and Facilities.
 - (iii) The third part shall cover all expenditure specifically referable to the Development Common Areas and Facilities.
- (b) Each Owner shall contribute towards the budgeted Management Expenses in the following manner:-
 - (i) Each Owner of a Residential Unit shall contribute his due proportion of the budgeted Management Expenses under the first part of the annual management budget which proportion shall be equal to the Undivided Shares of his Residential Unit divided by the total Undivided Shares of all Residential Units;
 - (ii) Each Owner of a Parking Space shall contribute his due proportion of the budgeted Management Expenses under the second part of the annual management budget which proportion shall be equal to the Undivided Shares of his Parking Space divided by the total Undivided Shares of all Parking Spaces;
 - (iii) Each Owner of a Unit of the Development shall contribute his due proportion of the budgeted Management Expenses under the third part of the annual management budget which proportion shall be equal to the Undivided Shares of all Unit(s) owned by him divided by the total Undivided Shares of all Units of the Development;

PROVIDED THAT:-

- (1) Notwithstanding any provisions to the contrary herein contained, if the Manager is of the opinion that the annual management budget and/or the sharing of the amounts of Management Expenses assessed under any or

some parts of the annual management budget in accordance with the manner set out in the above provisions may lead to or result in any Owner or the Owners of any Unit or any part of the Development unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled to modify any annual management budget in such manner as the Manager may in its discretion (but subject to the prior approval of the Owners' Committee (if formed) and subject to compliance with the procedures applicable to the draft annual management budget, the annual management budget and the revised annual management budget) think fit (whether by creating new parts or abolishing existing parts of the annual management budget or otherwise) and to prepare new annual management budget in the modified manner as aforementioned and/or to vary or modify the manner of sharing the amounts of Management Expenses assessed under any or some parts of the annual management budget by the relevant Owners in such way as the Manager may in its discretion (but subject to the approval of the Owners' Committee (if formed)) think fit and the modified annual management budget and the modified manner of sharing the Management Expenses shall be binding (save for manifest error) on all Owners.

- (2) No Owner shall be called upon to pay more than his appropriate share of Management Expenses, having regard to the number of Undivided Shares allocated to his Unit.
- (c) It is hereby expressly provided that the Owner's liability to make such payment or contribution shall in no way be reduced by reason of the fact that the Residential Unit, Parking Space or such part of the Development to which he is entitled to exclusive possession is vacant or occupied and whether it has been let or leased to tenant or is occupied by the Owner himself or any other person.

5.6 Revision to annual management budget

- (a) Without prejudice to anything herein contained, in the event of the Manager finding at any time that the annual management budget is insufficient to cover all expenditure or in the event of a deficiency occurring or seeming to the Manager likely to occur or if there shall be any change in circumstances which in the opinion of the Manager (whose decision shall be binding and conclusive save for manifest error) require any revision to the annual management budget, the Manager may at any time during the financial year subject to sub-clause (b) below, prepare a revised annual management budget and once completed shall have the same reviewed by the Owners' Committee (only if and when it has been formed) and the provisions of Clauses 5.1 to 5.5 hereof shall apply mutatis mutandis to the revised annual management budget as to the annual management budget. A revised annual management budget may be further revised as often as may be necessary in the manner as aforesaid. The surplus (if any) shall be applied towards the Management Expenses of the Land and the Development.

- (b) The Manager shall also have the power, in the event of a revised management budget completed pursuant to and in accordance with sub-clause (a) above, to add to the amount to be contributed monthly by any Owner such additional amount as shall be necessary to meet revised estimated management expenditure in any accounting year to the intent that any such amount shall form part of the monthly contribution of such Owner to the Management Expenses and be recoverable accordingly.

5.7 Excluded Expenses

Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include :-

- (a) Any sum attributable or relating to the cost of completing the construction of the Land and the Development or any part thereof which sums shall be borne solely by the First Owner;
- (b) All existing and future Government rents (if apportioned or separately assessed), taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any Unit which shall be borne by the Owner for the time being thereof;
- (c) The expenses for keeping in good and tenantable repair and condition the interior fixtures and fittings, windows, sealant of the windows, railing of the balconies, utility platforms, doors and private lift lobby(s) of any part of the Development together with the plumbing, electrical installations, plant, equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which shall be borne solely by the Owner or Owners for the time being thereof.

5.8 Undivided Shares held by Manager not liable to contribute to Management Expenses

The Undivided Shares allocated to the Common Areas and Facilities will not carry any liability to pay charges under this Deed or any voting rights at any meeting whether under this Deed, the BMO or otherwise nor will those Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.

5.9 Establishment and Maintenance of Special Fund

- (a) The Manager shall establish and maintain a Special Fund to provide for expenditure of a capital nature or a kind not expected by it to be incurred annually. The Special Fund will be held by the Manager as trustee for all Owners (save and except the Manager) for the time being to provide for expenditure of a capital nature or of a kind not expected to be incurred annually including but not limited to expenses for the renovation, improvement and

repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and Facilities and the costs of the relevant investigation works and professional services. The Special Fund shall be a trust fund managed by the Manager and all sums in the Special Fund shall belong to all Owners for the time being of the Land and the Development except the Owner of the Common Areas and Facilities and such fund shall not be refundable or transferable.

- (b) Except where the First Owner has made payments in accordance with sub-clause (c) below, each Owner shall upon assignment of his Unit from the First Owner deposit with the Manager a sum equivalent to two (2) months' contribution towards the Management Expenses payable in respect of his part of the Development based on the first annual management budget as an initial contribution to the Special Fund.
- (c) The First Owner shall in respect of any Unit remaining unsold after three (3) months from (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to the Units (i.e. when the Consent to Assign or the Certificate of Compliance has been issued), whichever is the later deposit with the Manager a sum equivalent to two (2) months' contribution towards the Management Expenses based on the first annual management budget as an initial contribution to the Special Fund in respect of such unsold Unit. For the purpose of this sub-clause (c), a Unit shall be considered as remaining unsold where no assignment has been executed by the First Owner in respect of such Unit.
- (d) Each Owner shall also pay to the Manager for the ensuing years such further sum as his contributions to the Special Fund in such amounts and at such time as shall be determined and approved by a resolution of the Owners at an Owners' meeting convened under this Deed.
- (e) 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.
- (f) The Manager shall open and maintain at a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) an interest-bearing account, the title of which shall refer to the Special Fund for the Development, and the Manager shall use that account exclusively for the purpose referred to in sub-clause (a) above and all monies received for the Special Fund must be deposited by the Manager with such bank in such interest-bearing account.
- (g) Without prejudice to the generality of sub-clause (f) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the

Owners' Corporation in respect of the Special Fund.

- (h) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (f) or (g) in a prominent place in the Development.
- (i) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under sub-clause (f) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (g) above.
- (j) 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). For the avoidance of doubt, the Manager shall not use the Special Fund or any part or parts thereof for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Land and the Development.

5.10 Management fee deposit and debris removal fee

- (a) Each Owner (save and except the First Owner but subject as provided in sub-clause (b) below) shall before he is given possession of his Unit by or upon completion of the purchase of his Unit from the First Owner, whichever shall be the earlier :-
 - (i) deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to three (3) months' contribution towards the Management Expenses payable in respect of his Unit based on the first annual management budget which said sum shall be non-refundable but transferable and shall not be set off against any contribution payable by him under this Deed;
 - (ii) reimburse the First Owner a due proportion (being the same proportion as the number of Undivided Shares allocated to his Unit bears to the total number of Undivided Shares of all Units in the Development) of all water meter deposits and electricity deposits and all utility and other deposits which have already been paid by the First Owner in respect of the Common Areas and Facilities which said sum shall be non-refundable but transferable;
 - (iii) (save and except the Owners of Parking Spaces) pay to the Manager a non-refundable and non-transferable sum of not more than one (1) month's contribution towards the Management Expenses payable in respect of his Residential Unit based on the first annual management budget as a debris removal fee. Any such fee received by the Manager which is not used for debris removal or collection shall be credited to the Special Fund; and

- (iv) pay to the Manager a non-refundable and non-transferable sum equivalent to two (2) months' contribution towards the Management Expenses payable in respect of his Unit based on the first annual management budget on account of payment by him of the first two (2) months' management fees in advance.
- (b) The First Owner shall in respect of any Unit remaining unsold after three (3) months from (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to the Units (i.e. when the Consent to Assign or the Certificate of Compliance has been issued), whichever is the later:-
 - (i) deposit with the Manager as security for the due payment of all amounts which may be or become payable by the First Owner under this Deed a sum equal to three (3) months' contribution towards the Management Expenses payable in respect of such unsold Unit(s) based on the first annual management budget, which deposit shall be non-refundable but transferable and shall not be set off against any contribution payable by it under this Deed; and
 - (ii) pay to the Manager a non-refundable sum of not more than one (1) month's contribution towards the Management Expenses payable in respect of such unsold Residential Units based on the first annual management budget as shall be specified by the Manager as debris removal fees PROVIDED THAT such sum paid by the First Owner under this sub-clause (b)(ii) shall be transferable by the First Owner to its assignees. Any such fees received by the Manager which are not used for debris removal or collection shall be credited to the Special Fund.

For the purpose of this sub-clause (b), a Unit shall be considered as remaining unsold where no assignment has been executed by the First Owner in respect of such Unit.

- (c) Each Owner shall also on demand pay to the Manager such additional amount as may be necessary to increase the deposit as security for payment of sums due under this Deed to a sum equivalent to three (3) months' contribution towards the Management Expenses under any current annual management budget payable in respect of his Unit.
 - (d) 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' contribution towards the Management Expenses payable in respect of the relevant part of the Development which he owns based on the current annual budget.

5.11 Outgoings and Government rent

All outgoings including Management Expenses and any Government rent up to and inclusive of the date of assignment of the Unit must be paid by the First Owner. An Owner must not be required to make any payment or reimburse the First Owner for these outgoings. The First Owner shall make payments and contributions for those expenses which are of a recurrent nature for those unsold Units. For the purpose of this Clause, a Unit shall be considered as unsold where no assignment has been executed by the First Owner in respect of such Unit.

5.12 Payment of monthly contribution to Management Expenses

- (a) The Management Expenses payable in respect of a Unit up to and inclusive of the date of the assignment of such Unit by the First Owner shall be borne and paid by the First Owner.
- (b) Payments of contribution to the Management Expenses and other contributions under this Deed shall normally be made by each Owner in advance on the first day of each calendar month but this shall not interfere with the Manager's discretion to call for any particular payment or contribution to be made on any other day or days it may deem necessary or desirable.

5.13 Manager's discretion in respect of contribution to Management Expenses

Notwithstanding anything contained in this Deed, the Manager shall be entitled in its absolute discretion :-

- (a) with the agreement of the Owner concerned of any Unit to levy and to retain an additional charge against such Owner in respect of additional services rendered by the Manager to the Owner or occupier of that Unit beyond what is provided for in this Deed PROVIDED THAT such charge shall form part of the Special Fund.
- (b) To charge the Owner concerned a reasonable administrative fee as consideration for granting and processing any consent required from the Manager pursuant to this Deed (irrespective of whether such consent is eventually granted or withheld by the Manager) PROVIDED THAT such consideration shall form part of the Special Fund.

5.14 Enforcement by Manager

- (a) **Interest and collection charge on late payment**

If any Owner shall fail to pay the Manager any amount payable hereunder within thirty (30) days from the date of demand for payment of such amount, he shall further pay to the Manager :-

- (i) Interest calculated at a rate of two per cent (2%) per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any payment in arrears and such interest shall be payable from the due date until payment; and
- (ii) A collection charge of an amount not exceeding ten per cent (10%) of the amount due to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

PROVIDED THAT all monies paid to the Manager by way of interest or collection charges shall form part of the Special Fund.

(b) **Civil Action taken by Manager**

All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and legal cost and all other expenses incurred in or in connection with recovering the same (on a solicitor and client basis) 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 costs of the Manager in such action on a full indemnity basis and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the Owners (except the defaulting Owner) as a whole and no Owner 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.

(c) **Registration of Charge against shares of defaulting Owner**

In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within thirty (30) days from the date of demand, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in sub-clause (a) above together with all costs and expenses which may be incurred in recovering the same including the legal expenses referred to in sub-clause (b) above and in registering the charge hereinafter referred to shall stand charged on the Undivided Shares of the defaulting Owner and the Unit held therewith 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 Shares of the defaulting Owner and the Unit held therewith. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.

(d) **Order for Sale**

Any charge registered in accordance with sub-clause (c) above shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Land and the Development held therewith and the provisions of sub-clause (b) above shall apply equally to any such action.

(e) **Proceedings to enforce this Deed and House Rules**

The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Land and the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed binding on such Owner and of the House Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of sub-clause (b) above shall apply to all such proceedings.

(f) **No interruption of the supply of electricity, water, gas, etc.**

Notwithstanding anything contained in this Deed to the contrary, no provision of this Deed shall operate to empower, or shall be construed to have the effect of empowering, any person (including the Manager) to interrupt the supply of electricity, water, gas, telecommunications or other utilities to any Unit or to prevent access to the Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any other provisions under this Deed.

5.15 Application of insurance money etc.

Subject to Clause 9.1 of this Deed, all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Land and the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Land and the Development and any surplus thereof shall form part of the Special Fund.

SECTION VI - SPECIAL FUND, ACCOUNTS ETC.

6.1 Owners' interest in funds held by Manager

Any person ceasing to be the Owner of any Undivided Share or Shares in the Land and the Development shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposits paid under Clause 5.10 hereof and his contributions towards the Special Fund paid under Clause 5.9 of this Deed to the intent that all such funds shall be held and applied for the management and maintenance of the Land and the Development irrespective of changes in ownership of the Undivided Shares in the Land and the Development

PROVIDED THAT:-

- (a) any deposits as security for the payment of sums due hereunder or the balance thereof paid under Clause 5.10 hereof may be transferred into the name of the new Owner of such Undivided Shares; and
- (b) upon the Land reverting to the Government and no further government lease or land grant being obtainable, any balance of the said funds held by the Manager shall be divided proportionately between Owners contributing to the Management Expenses immediately prior to such reversion, or in the case of extinguishment of rights and obligations as provided in Clause 9.1 hereof, an appropriate part of the said funds shall be divided proportionately between Owners whose rights and obligations are extinguished in proportion to their Undivided Shares.

6.2 Summary of Income and Expenditure

- (a) The Manager shall open and maintain an interest-bearing account in the name of the Manager and to be held on trust by the Manager for and on behalf of all the Owners for the time being of the Land and the Development and the Manager shall use that account exclusively in respect of the management of the Land and the Development.
- (b) Without prejudice to the generality of Clause 6.2(a) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the management of the Land and the Development.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under Clause 6.2(a) above or Clause 6.2(b) above in a prominent place in the Development.
- (d) Subject to Clauses 6.2(e) and 6.2(f) below, the Manager shall without delay pay

all money received by it in respect of the management of the Land and the Development into the account opened and maintained under Clause 6.2(a) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 6.2(b) above.

- (e) Subject to Clause 6.2(f) below, the Manager may, out of money received by the Manager in respect of the management of the Land and the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under Clause 6.2(e) above or the payment of that amount into a current account in accordance with Clause 6.2(e) and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
- (g) Any reference in this Clause 6.2 to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155), the title of which refers to the management of the Land and the Development.
- (h) The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years. In addition, within one (1) month after each consecutive period of three (3) months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary of income and expenditure and balance sheet in a prominent place in the Development and cause it to remain so displayed for at least seven (7) consecutive days.

6.3 Audit of annual accounts

- (a) Within two (2) months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year, 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 seven (7) consecutive days.
- (b) Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.
- (c) The Manager shall upon request of the Owners at an Owners' meeting appoint an accountant (as defined in the BMO) or some other independent auditor nominated by the Owners at the said meeting to audit any income and expenditure account and balance sheet prepared by the Manager as aforesaid.

- (d) Prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require the annual accounts to be audited by an independent auditor of their choice. 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 (as defined in the BMO) or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and
 - (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
 - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.

6.4 Inspection of accounts

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.

SECTION VII - OWNERS' COMMITTEE

7.1 First Meeting

The Manager shall convene the first meeting of the Owners as soon as possible but in any event not later than nine (9) months after the date of this Deed (and to convene further and subsequent meetings if required) to establish an Owners' Committee and appoint a chairman thereof or to appoint a management committee for the purpose of forming the Owners' Corporation under the BMO.

7.2 Constitution

The Owners' Committee shall consist of not less than three (3) and not more than five (5) persons and in the appointment or election of the members to the Owners' Committee, PROVIDED THAT :-

- (a) not less than three (3) members shall be elected from persons who are Owners of the Residential Unit(s); and
- (b) if the Owners' Committee shall consist of more than three (3) persons, then not more than one (1) member shall be elected from Owner(s) of Parking Space(s).

7.3 Meetings

The Owners' Committee shall meet at such times as occasion shall require and in any event not less than once a year.

7.4 Functions

The functions of the Owners' Committee shall be limited to the following :-

- (a) The representing of the Owners in all dealings with the Manager;
- (b) The undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) The reviewing of the draft annual management budget, annual management budget and revised annual management budget prepared by the Manager;
- (d) The reviewing and approval of the House Rules made from time to time by the Manager;
- (e) The liaising with the Manager in respect of all matters concerning the management of the Land and the Development;
- (f) The appointment of accountants for audit of the annual accounts prepared by the Manager;

- (g) To convene meetings of all the Owners;
- (h) To appoint a manager to take the place of the Manager in accordance with the provisions of Clause 4.3 hereof; and
- (i) The exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed.

7.5 Eligibility

The following persons shall be eligible for membership of the Owners' Committee :-

- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee in the same manner;
- (b) The husband or wife of any Owner or any adult member of the family of any Owner duly authorised by the Owner which authorisation 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 in the same manner,

PROVIDED THAT not more than one person from a Unit may stand for election or be appointed as a committee member of the Owners' Committee.

7.6 Owners' Committee continues to act

Provided a quorum exists, the Owners' Committee shall be entitled to act and continue to act notwithstanding that the number of its members falls below the maximum allowed or that for any reason less than the maximum allowed number of members are elected in the manner herein provided, PROVIDED THAT if the number of members of the Owners' Committee is reduced below three (3), the remaining member(s) of the Owners' Committee may act for the purpose only of calling for a meeting of the Owners to elect member(s) of the Owners' Committee to fill in the vacancy.

7.7 Cessation of Office of Members

The members of the Owners' Committee shall hold office until the annual general meeting of the Owners next following the annual general meeting of Owners or the meeting of Owners (as the case may be) on which their appointment or election is made PROVIDED THAT if in any annual general meeting of the Owners at which an election of the members of the Owners' Committee should take place, the office of the retiring members or any of them is not filled, or if in any year no annual general meeting of the Owners is held, the members of the Owners' Committee shall, subject to Clause 7.6 hereof, continue to hold office until the next annual general meeting of the Owners. A member of the Committee shall nevertheless cease to hold office if:-

- (a) he resigns by notice in writing to the Owners' Committee; or
- (b) in the case of an elected member, he ceases to be eligible or is not re-elected at the meeting of the Owners at which he stands for re-election; or
- (c) he becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
- (d) he becomes incapacitated by physical or mental illness or death; or
- (e) in the case of an elected member he is removed from office by the Owners whom he represents by ordinary resolution of a duly convened meeting of such Owners or in the case of an appointed member he is removed from office by notice to that effect to the Owners' Committee given by the Owners who have the right to appoint him; or
- (f) he or the person appointing or authorising him ceases to be an Owner of the Undivided Shares; or
- (g) he resides abroad.

In any of the events provided for in sub-clause (a), (c), (d), (e), (f) or (g) above, the Manager shall convene a meeting of the Owners who have elected the member concerned to fill the casual vacancy thereby created if the member concerned is an elected member, and the Owners who are entitled to appoint the member concerned shall have the right to fill the casual vacancy thereby created if the member concerned is an appointed member.

7.8 Annual Meeting

- (a) A meeting of the Owners' Committee may be convened at any time by the chairman or any two (2) members of the Owners' Committee.
- (b) Not less than one meeting of the Owners' Committee shall be held once in each calendar year commencing with the year following the date of this Deed for the purpose of reviewing the Manager's management budget and transacting any other business of which due notice is given in the notice convening the meeting.

7.9 Notice of Meeting

- (a) The person or persons convening the meeting of the Owners' Committee shall, at least seven (7) days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee.
- (b) The notice of meeting referred to in sub-clause (a) 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.
- (c) The notice of meeting referred to sub-clause (a) may be given :-
 - (i) by delivering it personally to the member of the Owners' Committee;
 - (ii) by sending it by post to the member of the Owners' Committee at his last known address; or
 - (iii) by leaving it at the member's Unit or depositing it in the letter box for that Unit.

7.10 Transaction of business

No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business and fifty per cent (50%) of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater, shall be a quorum.

7.11 Chairman

The members present at the first meeting of the Owners' Committee shall choose one of their members to be the chairman and he shall be chairman until the next annual general meeting of the Owners. Thereafter the chairman shall be chosen by the members of the Owners' Committee from among them at the annual general meeting of the Owners. Any casual vacancy of the chairman shall be filled by election or appointment by the members of the Owners' Committee from among them as they may from time to time determine. A meeting of the Owners' Committee shall be presided by the chairman or in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.

7.12 Power to make rules

- (a) The Owners' Committee shall have full power from time to time to make and compile rules and regulations governing :-
 - (i) the convening, conduct and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
 - (ii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
 - (iii) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;
 - (iv) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the

transaction of business thereat;

PROVIDED THAT no such rules or regulations shall be contrary to or inconsistent with the provisions of this Deed or the BMO.

- (b) The Manager shall appoint a representative to represent the Manager in all its business and dealings with the Owners' Committee and such representative may act as a secretary to the Owners' Committee who may attend all meetings of the Owners' Committee but not to vote thereat and who if requested by the Owners' Committee shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept. For the avoidance of doubt, the Manager and its representative, despite acting as secretary to the Owners' Committee, are not a member of the Owners' Committee. The Owners' Committee shall have the right not to allow the Manager's representative to attend the meetings of the Owners' Committee.

7.13 Resolutions

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

- (a) All resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed;
- (b) At a meeting of the Owners' Committee, each member present shall have one vote on a resolution put to the vote of the meeting or on a question before the Owners' Committee;
- (c) If there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.

7.14 Liability of the Owners' Committee

The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deeds, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed not being anything involving criminal liability or dishonesty or gross negligence or wilful act by or on the part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deeds, matter or thing done or omitted as aforesaid which does not involve criminal liability or dishonesty or gross negligence or wilful act on the part of the Owners' Committee or the members thereof and all costs and expenses in connection therewith.

7.15 Remuneration

No remuneration shall be payable to the Owners' Committee or any member thereof but such members shall be entitled to be reimbursed for all out-of-pocket expenses necessarily incurred in carrying out their duties.

7.16 Minutes and Records

- (a) The Owners' Committee shall cause to be kept records and minutes of :-
 - (i) the appointment and election and vacation of appointments of all its members, chairman and secretary and all changes therein;
 - (ii) all resolutions and notes of proceedings of the Owners' Committee;
 - (iii) the members present at all meetings.
- (b) Such records and minutes shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to extracts thereof on paying the reasonable copying charges therefor. All charges received shall be credited to the Special Fund.

7.17 Formation of Sub-committees

Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the welfare of the Owners and the occupiers of the Development or to co-opt members who are not members of the Owners' Committee to serve on such sub-committees.

7.18 Procedure

The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.

7.19 Contracts entered into by the Owners' Committee

- (a) Subject to sub-clauses (b) and (c) below, 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 or such other sum in substitution therefor as the Secretary for Home and Youth 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 BMO.
- (b) Subject to sub-clause (c) below, 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 twenty per cent (20%) of the annual management budget or such other percentage in substitution therefor as the Secretary for Home and Youth Affairs may specify by notice in 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 BMO; 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 BMO; and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) above do not apply to any supplies, goods or services which but for this sub-clause (c) would be required to be procured by invitation to tender (referred to in this sub-clause (c) as the "**relevant supplies, goods or services**") if:-
 - (i) where there is an Owners' Corporation,
 - (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,
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
 - (2) the Owners decide by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.
- (d) Notwithstanding other provisions in this Deed, except with the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the Owners' Committee shall not carry out any improvements to facilities or services which involve expenditure in excess of ten per cent (10%) of the current annual management budget.

SECTION VIII - MEETING OF OWNERS

8.1 Owners' Meeting

From time to time as occasion may require there shall be meetings of the Owners to discuss and decide matters concerning the Land and the Development and the first of such meeting of the Owners shall be convened by the Manager as soon as possible but not later than nine (9) months after the date of this Deed, to appoint an Owners' Committee and the chairman thereof or a management committee for the purpose of forming an Owners' Corporation under the BMO. In regard to such Owners' meetings the following provisions shall apply :-

- (a) A meeting of the 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 five per cent (5%) of the Undivided Shares in aggregate.
- (b) The person convening the meeting of the Owners shall, at least fourteen (14) days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify:-
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (c) The notice of meeting referred to in Clause 8.1(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 at the Owner's Unit or depositing it in the letter box for that Unit.
- (d)
 - (i) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and 10% of the Owners present in person or by proxy shall be a quorum.
 - (ii) For the purposes of Clause 8.1(d)(i) above, the reference to "10% of the Owners" shall :-
 - (1) 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; and

- (2) not be construed as the Owners of 10% of the Undivided Shares in aggregate.
- (e) A meeting of the Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 8.1(a)(ii) or (iii) above, the person convening the meeting.
- (f) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (g) At a meeting of the 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 that Undivided Share may be cast:-
 - (1) by a proxy jointly appointed by the co-Owners;
 - (2) by a person appointed by the co-Owners from among themselves; or
 - (3) if no appointment is made under Clause 8.1(g)(iii)(1) or (2) above, either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners.
 - (iv) where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
 - (v) if there is an equality of votes, the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the BMO, and
 - (1) shall be signed by the Owner; or
 - (2) if the Owner is a body corporate, shall notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorised by

the body corporate in that behalf.

- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 8.1(a)(ii) or (iii) above, the person convening the meeting at least forty-eight (48) hours before the time for the holding of the meeting.
 - (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at that meeting.
- (i) Save as otherwise herein provided, any resolution on any matter concerning the Land and the Development passed by a simple majority of votes at a duly convened meeting of the Owners present in person or by proxy and voting in proportion to the number of Undivided Shares excluding the Undivided Shares allocated to the Common Areas and Facilities held at such meeting shall be binding on all the Owners of the Land and the Development (which shall include the Owner(s) of the Common Areas and Facilities) PROVIDED as follows :-
- (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
 - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
 - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.
 - (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out.
 - (v) A resolution may be passed to dismiss the Manager by giving the Manager not less than three (3) months' notice in writing or in lieu of such notice, with an agreement to be made with the Manager for the payment to the Manager of a sum equal to the amount of remuneration which would have accrued to it during that period, but no such resolution shall be valid unless such resolution is passed by the Owners of not less than fifty per cent (50%) of Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities). For the purposes of this sub-clause (v), 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 and the reference to "the Owners of not less than fifty per cent (50%) of 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.

- (j) The Undivided Shares allocated to the Common Areas and Facilities should not carry any voting right, nor should they be taken into account for the purpose of calculating the quorum of any meeting.
- (k) The procedure at a meeting of the Owners shall be as is determined by the Owners.

SECTION IX - EXTINGUISHMENT OF RIGHTS

9.1 Owners' meeting in the event of the Development being damaged

In the event of the Development or any part thereof being so damaged by fire, typhoon, earthquake, subsidence or other causes rendering it substantially unfit for use or habitation or occupation, (a) the Owners' Committee, (b) the Manager or (c) the Owners of such damaged part(s) of the Development (holding not less than seventy-five per cent (75%) of the Undivided Shares allocated to such damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities)) may convene a meeting of the Owners of such damaged part(s) of the Development (holding not less than seventy-five per cent (75%) of the total Undivided Shares allocated to the damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities)) to decide whether or not to rebuild or reinstate the damaged part(s) of the Development, and such meeting may resolve by a seventy-five per cent (75%) majority of those Owners present in person or by proxy and voting whether or not to rebuild or reinstate the damaged part(s) of the Development and in the event that it is resolved that by reason of insufficiency of insurance money or changes in building law or regulations or any other circumstances whatsoever, it is not practicable to rebuild or reinstate the damaged part(s) of the Development, then in such event the Undivided Shares representing such damaged part(s) of the Development shall be acquired by the Manager and the Owners (excluding the Owner of the Undivided Shares allocated to the Common Areas and Facilities) of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners (excluding the Owner of the Undivided Shares allocated to the Common Areas and Facilities) of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such former Owners (except the Manager) bears to the total number of Undivided Shares of such damaged part(s) of the Development in question (excluding the Owner of the Undivided Shares allocated to the Common Areas and Facilities). All insurance money received in respect of any policy of insurance on the damaged part(s) of the Development shall likewise be distributed amongst such former Owners of Undivided Shares being assigned and sold to the Manager as aforesaid. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of the relevant damaged part(s) of the Development PROVIDED THAT if it is resolved by a resolution (in compliance with Clause 9.2(h) below) to rebuild or reinstate the damaged part(s) of the Development, the Owners of such damaged part(s) of the Development shall pay the excess of the cost of rebuilding or reinstatement of the relevant damaged part(s) of the Development over and above the proceeds recoverable from the insurance of the damaged part of the Development in proportion to the respective number of Undivided Shares held by them bears to the total number of Undivided Shares allocated to the relevant damaged part(s) of the Development and be recoverable as a civil debt. The resolution is to be bind upon all the Owners of the damages part(s) of the Development.

9.2 Provisions applicable to such Owners' meeting

The following provisions shall apply to a meeting convened as provided in Clause 9.1 hereof :-

- (a) The person convening such meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify :-
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (b) The notice of meeting referred to in Clause 9.2(a) above shall be served on the relevant Owner:-
 - (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 at the Owner's Unit or depositing it in the letter box for that Unit.
- (c) No business shall be transacted at any meeting of the Owners of the damages part(s) of the Development unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the Undivided Shares allocated to the damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) so affected in question shall be a quorum.
- (d) A meeting of the Owners of the damages part(s) of the Development shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 9.1(b) above, the Manager or, if the meeting is convened under Clause 9.1(c) above, an Owner appointed by the Owners convening the meeting.
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof.
- (f) At such meeting of the Owners of the damaged part(s) of the Development:-
 - (i) an Owner shall have one vote in respect of each Undivided Share he owns;
 - (ii) an Owner may cast a vote personally or by proxy;
 - (iii) where 2 or more persons are the co-Owners of an Undivided Share, the

vote in respect of that Undivided Share may be cast :-

- (1) by a proxy jointly appointed by the co-Owners;
 - (2) by a person appointed by the co-Owners from among themselves;
or
 - (3) if no appointment is made under Clause 9.2(f)(iii)(1) or (2) above, either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners; and
- (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.
- (g) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the BMO, and
- (1) shall be signed by the Owner; or
 - (2) if the Owner is a body corporate, shall notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorised by the body corporate in that behalf.
- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at that meeting.
- (h) A resolution passed at a duly convened meeting by seventy-five per cent (75%) majority of votes of those Owners present in person or by proxy shall be binding on all the Owners of the relevant damaged part(s) of the Development PROVIDED as follows :-
- (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed.

- (i) The accidental omission to give notice as aforesaid to any Owner of the damaged part(s) of the Development shall not invalidate the meeting or any resolution passed thereat.

SECTION X - MISCELLANEOUS PROVISIONS

10.1 Owners to notify Manager when ceasing to be Owner

Each Owner shall on ceasing to be the Owner of any Undivided Share and the Unit enjoyed therewith notify the Manager of such cessation and of the name and address of the new Owner within one (1) month from the date of the relevant assignment and such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner.

10.2 Non-Resident Owner

Each Owner who is not an occupier in the Development shall provide the Manager with an address in Hong Kong for service of notices under the terms of this Deed. In the event that the Owner shall fail to provide with the Manager with such an address in Hong Kong, then the Manager may treat the address of such Unit(s) as the address for service of notices.

10.3 Cessation of Liabilities

Subject to Clause 10.1 above, no person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share and the Unit held therewith save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term and condition prior to his ceasing to be the Owner thereof.

10.4 Public notice boards etc.

There shall be public notice boards (which may be in electronic form) at such prominent places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards copies of the House Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for seven (7) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants, agents and contractors.

10.5 Service of Notice

Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards and to the Owners pursuant to Clause 10.2 and except in the case of a notice required by this Deed or by law to be served personally or in any other manner, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof of which the party to be served is the

Owner notwithstanding that such party shall not personally occupy the said Unit PROVIDED THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the registered office of the Manager.

10.6 Chinese translation

- (a) The First Owner shall at its own cost provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and the Chinese translation in the management office within one (1) month of the date of this Deed for inspection by the Owners free of charge and for taking copies at their own expense and upon payment of a reasonable charge. Any charge received therefrom shall be credited into the Special Fund. The version of this Deed approved by the Director of Land shall prevail in the event of dispute as to the effect of the Chinese translation and the English language document.
- (b) The location of the management office of the Development shall be designated by the Manager and may be re-designated to other location in the following manner :-
 - (i) if there is an Owners' Committee, by a resolution of the Owners' Committee; or
 - (ii) where there is no Owners' Committee, by a resolution of the Owners passed at an Owners' meeting convened under this Deed.

10.7 Plans of Common Areas and Facilities

The First Owner shall prepare or cause to be prepared a set of plans showing the Common Areas and Facilities certified as to their accuracy by or on behalf of the Authorized Person. A copy of such plans shall be kept at the management office for inspection by the Owners during normal office hours free of costs and charge.

10.8 BMO and the Government Grant

Notwithstanding any other provisions contained in this Deed, nothing herein shall contradict, overrule or fail to comply with the BMO and the Schedules thereto. Notwithstanding any other provision contained in this Deed, nothing herein shall conflict with or be in breach of the Government Grant and if any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail. During the existence of an Owners' Corporation under the BMO, the general meeting of the Owners' Corporation convened under the BMO shall take the place of the Owners' meeting 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 take the place of the Owners' Committee under this Deed.

10.9 Schedules 7 and 8 to the BMO

The First Owner shall at its own cost deposit a copy of Schedules 7 and 8 to the BMO in both English and Chinese versions in the management office for reference by the Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

10.10 Binding effects

The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to and run with the Land and the Development and each and every of the Units and Common Areas and Facilities and to the Undivided Share or Shares held therewith. The Conveyancing and Property Ordinance (Cap.219) and any statutory amendments, modifications or re-enactment thereof for the time being in force shall apply to this Deed.

10.11 Undivided Shares for the Common Areas and Facilities

- (a) The First Owner may not assign, mortgage or charge or otherwise dispose of or part with the possession of any Undivided Shares allocated to the Common Areas and Facilities or any interest therein or enter into any agreement so to do except that the First Owner shall upon execution of this Deed assign to and vest in the Manager the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities free of cost or consideration as trustee for the benefits of all Owners for the time being of the Undivided Shares in the Land and the Development.
- (b) Subject to sub-clause (c), in the event the appointment of the Manager is terminated or the Manager shall resign or be wound up or have a receiving order 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 the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities to the new Manager free of costs or consideration as trustee for the benefit of all Owners for the time being of the Undivided Shares of the Land and the Development.
- (c) If so required by the Owners' Corporation, the Manager shall assign the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities and transfer the management responsibilities to the Owners' Corporation at any time free of costs or consideration, in which event, the Owners' Corporation must hold them on trust for the benefit of all Owners for the time being of the Undivided Shares in the Land and the Development.

10.12 Maintenance of Slopes Structures

- (a) Notwithstanding anything herein contained, the Owners shall at their own

expense maintain and carry out all works in respect of the Slopes Structures 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 Slopes Structures. The Manager (which for the purpose of this Clause shall include the Owners' Corporation) is hereby given full authority by the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slopes Structures in compliance with the Government Grant and in accordance with the Maintenance Manual for Slopes Structures and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slopes Structures. The Owners shall be responsible for the payment to the Manager of all costs lawfully incurred or to be incurred by the Manager in carrying out such maintenance repair and any other works in respect of the Slopes Structures. The Manager shall not be personally liable for carrying out these requirements in respect of the Slopes Structures under the conditions of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners.

- (b) Within one (1) month of the date of this Deed, the First Owner shall at its own expenses cause a copy of the Maintenance Manual for Slopes Structures to be kept at the management office which shall be made available for inspection by the Owners free of charge and taking copies upon payment of a reasonable charge. All charges received must be credited to the Special Fund.

10.13 Works and Installations

- (a) The Schedule of Works and Installations which will require regular maintenance on a recurrent basis is incorporated into this Deed in the FOURTH SCHEDULE hereto.
- (b) The First Owner shall compile the first Maintenance Manual for Works and Installations for the reference of the Owners and the Manager 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.
- (c) Within one (1) month of the date of this Deed, the First Owner shall deposit a full copy of the first Maintenance Manual for Works and Installations in the management office for inspection by the Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited into the Special Fund.
- (d) (i) The Manager shall on behalf of and at the cost and expense of the Owners inspect, maintain and carry out all necessary works for the Common Areas and Facilities including those part or parts of the Works and Installations forming part of the Common Areas and Facilities.
- (ii) The Owners shall at their own costs and expense inspect, maintain and carry out all necessary works for maintenance of the Development and their Units including the Works and Installations.
- (e) All costs incidental to the preparation of the first Schedule of Works and Installations and the first Maintenance Manual for Works and Installations shall be borne by the First Owner.
- (f) The Owners may, by a resolution passed at an Owners' meeting convened under this Deed, decide on revisions to be made to the Schedule of Works and Installations and the Maintenance Manual for Works and Installations as may be necessary (e.g. the addition of works and installations in the Land and the Development, the updating of maintenance strategies in step with changing requirements, etc.), in which event the Manager shall procure from a qualified professional or consultant the revised Schedule of Works and Installations and the revised Maintenance Manual for Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
- (g) All costs and expenses of and incidental to the preparation of the revised Schedule of Works and Installations and the revised Maintenance Manual for Works and Installations shall be paid out of the Special Fund.
- (h) The Manager shall deposit the revised Maintenance Manual for Works and Installations in the management office within one month from the date of its preparation for inspection by the Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited into the Special Fund.

10.14 Covenants to the Lender

- (a) In consideration of the Lender having entered into this Deed in its capacity as the lender under the Building Mortgage, the First Owner hereby covenants with the Lender that the First Owner shall fully observe and perform all the covenants herein contained and to be observed and performed by the First Owner while any share or interest in any part of the Land and the Development is subject to the Building Mortgage and shall keep the Lender fully and effectually indemnified against the non-observance and non-performance of any of the said covenants and the non-payment of the sums payable hereunder.
- (b) Notwithstanding anything herein contained, until such time as the Lender enters into possession of the Land and the Development or exercise the power of sale conferred on the Lender, the covenants and obligations in this Deed contained and the liability for making any payment under this Deed and the other burden and restrictions herein imposed shall not be binding upon the Lender and no liability for any payment under this Deed shall be binding on the Lender in respect of any sums accrued prior to the Lender entering into possession or exercising the power of sale.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALLOCATION OF UNDIVIDED SHARES

(A) Residential Units

Floor	Unit	Undivided Shares
3/F	A (Remark 2)	62
	B (Remark 2)	68
	C (Remark 5)	83
5/F - 7/F (3 storeys)	A (Remark 3)	195 (65 each)
	B (Remark 3)	210 (70 each)
	C (Remark 3)	138 (46 each)
	D (Remark 1)	84 (28 each)
8/F	A (Remark 3)	65
	B (Remark 3)	70
	C (Remark 3)	46
	D (Remark 1)	24
	E (Remark 1)	62
9/F	A (Remark 3)	65
	B (Remark 3)	70
	C (Remark 3)	46
	D (Remark 1)	24
	E (Remark 4)	58
10/F -12/F, 15/F and 16/F (5 storeys)	A (Remark 3)	325 (65 each)
	B (Remark 3)	350 (70 each)
	C (Remark 3)	230 (46 each)
	D (Remark 1)	120 (24 each)
	E (Remark 3)	300 (60 each)
17/F	A (Remark 7)	129
	B (Remark 7)	125
18/F	A (Remark 8)	129
	B (Remark 8)	125
19/F - 20/F (duplex)	Penthouse West (Remark 6)	251
	Penthouse East (Remark 6)	237
	(Sub-Total)	3,691

(B) Parking Spaces

Floor	Parking Space	Undivided Shares
Basement 2/F and Basement 1/F	22 Car Parking Spaces (C01, C02, C03, C05, C06, C07, C08, C09, C10, C11, C12 all on Basement 2/F and C15, C16, C17, C18, C19, C20, C21, C22, C23, C25, C26 all on Basement 1/F)	110 (5 each)
Basement 1/F	1 Motor Cycle Parking Space (M01)	1
	(Sub-Total)	111

(C) Common Areas and Facilities

100

GRAND TOTAL: 3,902

Note:

4/F, 13/F and 14/F are omitted

Remarks:

1. including balcony and window flower box thereof.
2. including private flat roof(s) thereof.
3. including balcony, utility platform and window flower box thereof.
4. including balcony, window flower box and private flat roof(s) thereof.
5. including balcony, utility platform, window flower box, private flat roof(s) and entrance hall thereof.
6. including private lift lobbies on B2/F and G/F, entrance hall and private flat roof(s) thereof and private roof(s) thereabove.
7. including entrance hall and private flat roof(s) thereof.
8. including balcony, entrance hall and private flat roof(s) thereof.

THE SECOND SCHEDULE ABOVE REFERRED TO

RIGHTS, PRIVILEGES AND EASEMENTS

PART A

1. The Owner of each Undivided Share together with the full and exclusive right to hold, use, occupy and enjoy his Unit shall have the benefit of the following easements, rights and privileges SUBJECT TO the provisions of the Government Grant, this Deed, the House Rules and the rights of the Manager and the First Owner as provided in this Deed and the payment by the Owner of his due proportion of the Management Expenses and Special Fund contributions and any other payments payable pursuant to this Deed :-

(a) **Right of way to use Development Common Areas and Facilities**

Full right and liberty for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees, bona fide guests, visitors and invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit;

(b) **Right of Support and Shelter**

The right to subjacent and lateral support and to shelter and protection from the other parts of the Development;

(c) **Right of passage of water etc.**

The free and uninterrupted passage and running of water (if any), sewage, gas, electricity, ventilation, air-conditioning, telephone and various other services (if any) from and to his Unit through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes and wires and other conducting media which now are or may at any time hereafter be in, under or passing through his Unit or the Land and the Development or any part or parts thereof for the proper use and enjoyment of his Unit

PROVIDED THAT there shall be no provision in this Deed for interrupting the supply of electricity, water, gas, telecommunications or other utilities to any Unit or prevention of 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;

(d) **Right of entry to other parts of the Land and the Development to repair**

The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon prior notice (except in the case of emergency) to enter upon other parts of the Land and the Development for the purpose of carrying out any works for the maintenance and repair of his Unit (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby

subject to the prior consent (which consent shall not be unreasonably withheld) from the Manager and the Owners of the relevant Units;

(e) **Right to easements etc.**

All other easements, rights and privileges belonging or appertaining to the Land and the Development or any part thereof.

2. In addition to the above easements, rights and privileges and SUBJECT ALWAYS TO the provisions of the Government Grant, this Deed, the House Rules, the rights of the Manager and the First Owner as provided in this Deed, the Owner of each Undivided Share attributable to the Residential Units shall have the full right and liberty subject to payment of the prescribed fees (if any) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and their bona fide guests, visitors and invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Residential Unit.
3. In addition to the above easements, rights and privileges and SUBJECT ALWAYS TO the provisions of the Government Grant, this Deed, the House Rules, the rights of the Manager and the First Owner as provided in this Deed, the Owner of each Undivided Share attributable to the Parking Spaces shall have the full right and liberty for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees, bona fide guests, visitors and invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Parking Space.
4. In addition to the above easements, rights and privileges and SUBJECT ALWAYS TO the provisions of the Government Grant, this Deed, the House Rules, the rights of the Manager and the First Owner as provided in this Deed, the Owner of each Undivided Share attributable to the Residential Units shall have the full right and liberty subject to payment of the prescribed fees (if any) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and their bona fide guests, visitors and invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Recreational Facilities for the purposes for which they are designed provided that in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the House Rules.

PART B

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

(a) **Government's right under the Government Grant**

The full rights and privileges of the Government specifically excepted and

reserved in the Government Grant;

(b) **Manager's right of entry**

The full right and privilege of the Manager on reasonable notice (except in the case of emergency) with or without its employees, agents, surveyors, contractors, workers and others and with or without tools or machines to enter his Unit for the purposes of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners, causing as little disturbance as reasonably practicable and repairing (at its own costs and expense) any damage caused thereby and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager or its employees, agents, surveyors, contractors and workers;

(c) **Other Rights**

Easements, rights and privileges equivalent to those set forth in sub-clauses (b), (c), (d) and (e) of Clause 1 of Part A of this Schedule and as reserved unto the First Owner and the Manager under this Deed.

THE THIRD SCHEDULE ABOVE REFERRED TO

COVENANTS AND RESTRICTIONS

1. Structural Alteration

No Owner shall :-

- (a) make any structural alteration to his Unit (including but not limited to external walls, structure, facade of the Development or any services, facilities, installation or fixture therein) which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Development, whether in separate or common occupation or use or interfere with or affect the rights of any other Owner; or
- (b) cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Land and the Development not being equipment or apparatus for his exclusive use and benefit.

Notwithstanding anything contained in this Deed to the contrary, no provision of this Deed shall be construed as having the effect of preventing an Owner from taking legal action against another Owner in this respect.

2. Breach of Government Grant etc.

Every Owner shall observe and perform all the covenants conditions and provisions of the Government Grant, this Deed and the House Rules which may be in force from time to time. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or whereby any insurance on the Land and the Development or any part thereof may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this covenant by any Owner, the defaulting Owner shall indemnify the other Owners and the Manager against all losses, damages and expenses that may be suffered or incurred as a result of such a breach and without limitation to the generality of the foregoing, pay to the Manager the amount of any increase in premium caused by or on account of such breach.

3. Partition

No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and the Development or any part or parts thereof.

4. Construction and Management

No Owner shall do or permit or suffer to be done any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Land and the Development at any time in the course of construction and/or the management and the maintenance of the Land and the Development or any part or parts thereof and/or the operation of the building

maintenance units(s).

5. **User**

No Owner shall :-

- (a) use or permit or suffer his Unit or any part or parts thereof to be used :-
 - (i) for the purpose of a pawn shop, a mahjong school, a funeral parlour, coffin shop, Buddhist or Taoist temple or Buddhist or Taoist hall for the performance of the ceremony known as "Ta Chai" (打齋) or for any similar ceremony, or as a boarding house, apartment house, dance hall, music hall or for any noisy or offensive trade or business; or
 - (ii) for any illegal or immoral purpose; or
 - (iii) otherwise than in accordance with the Government Grant, this Deed and any applicable laws and regulations from time to time applicable thereto; or
- (b) 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 or inconvenience to the other Owners and/or any neighbouring premises.

6. **Common Areas and Facilities**

No Owner shall :-

- (a) obstruct any part of the Common Areas and Facilities save with the prior written consent of the Manager (such consent not to be granted if the obstruction is in contravention of any applicable laws or regulations or the provisions of the Government Grant or this Deed) or place or leave any refuse or other matter or thing thereon or do or suffer or permit to be done anything therein as may be or become a nuisance to any other Owners; or
- (b) place or store or permit to be placed or stored any article or thing on or in any part of the Common Areas and Facilities. If and whenever any article or thing shall be placed or stored by any Owner on or in any part of the Common Areas and Facilities, then the Manager, 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 articles and thing from such part of the Common Areas and Facilities 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, its agents, servants, caretakers or cleaners for any loss or damage to such article or thing due to such removal; or
- (c) have the right to enter into such parts of the Common Areas and Facilities which the Manager shall reasonably restrict or to alter, repair, connect to or in any other way interfere with or affect the working of the Common Areas and

Facilities without the prior written consent of the Manager. Subject as hereinbefore provided in this Deed, the Common Areas and 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, the occupiers and their invitees.

7. **Installations**

No Owner shall cut, maim, alter, affix, interfere with, damage or in any other way affect or permit or suffer to be cut, maimed, altered, affixed, interfered with, damaged or in any other way affected any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, fixtures or any other installation provided in the Development or any part of the Common Areas and Facilities.

8. **Drainage and Water Apparatus**

- (a) No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system for the Land and the Development may be clogged or efficient working thereof may be impaired or the supply of water, electricity or gas or other utilities shall be affected or likely to be affected and in the event of any breach of this covenant, the defaulting Owner shall indemnify the other Owners and the Manager against all losses, damages and expenses that may be suffered or incurred as a result of such a breach and without limitation to the generality of the foregoing, pay to the Manager on demand the cost of rectifying any breakage, blockage or damage resulting from such breach.
- (b) No Owner shall construct or install any drainage or other pipeworks outside the external walls of the Development other than as may be approved in writing by the Manager and in spaces specifically provided by the Manager therefor.
- (c) No Owner shall use water closets and other water apparatus in any part of the Development for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be made good by the Owner or occupier at his own expense in whose part of the Development it shall have been caused.

9. **Refuse Disposal**

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

10. **Sprinkler**

No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap.95) or any by-laws or regulations made thereunder or any other applicable laws or regulations. If any extension of the sprinkler heads and/or smoke detectors or

alteration to the fire fighting equipment shall be required by any Owner, then such works shall be carried out by a contractor approved by the Manager at the expense of such Owner and in such manner as the Manager shall think fit. In addition, each Owner shall, at his own cost and expense throughout the term of the Government Grant and to the satisfaction of the Fire Services Department, provide and maintain an access for fire appliances and fire personnel to the Land and the Development to the satisfaction of the Fire Services Department and permit such access for such purposes and at such time or times as the Fire Services Department may require.

11. **Electrical Installation**

No Owner shall perform installation, repair or alteration works to the electrical wiring from the switch rooms forming part of the Common Areas and Facilities to any part or parts of the Land and the Development save with the prior written consent of the Manager. Any such work in respect of which the Manager shall have given its prior written consent shall be carried out by a contractor approved by the Manager at the expense of the Owner concerned and in such manner as the Manager shall think fit.

12. **Loading**

No Owner or its agents licensees or contractors shall place on any part of the Land or of the Development or any part of the floor of any Unit any vehicle, article, machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof to be exceeded. In the event of a breach of this covenant, the defaulting Owner shall indemnify the other Owners and the Manager against all losses, damages and expenses that may be suffered or incurred as a result of such a breach and without limitation to the generality of the foregoing, make good any damage caused to the relevant part of the Development or the Unit or any fixtures and fittings therein.

13. **Dangerous Goods**

No Owner shall store or permit to be stored in any part of the Development any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.

14. **Government Rent, etc.**

Every Owner (including the First Owner) shall promptly pay and discharge all existing and future Government rent, taxes, rates, assessments and other outgoings payable in respect of his Unit and make contributions towards the Management Expenses as provided in this Deed and every Owner shall indemnify the other Owners and the Manager against all liability therefor.

15. **Repairs**

- (a) Each Owner shall at its own cost and expense and in compliance with the Government Grant, this Deed and the House Rules, manage, repair, maintain and upkeep his Unit and all services and facilities installed therein or used in connected therewith.

- (b) Subject to the provisions of this Deed, each Owner shall keep and maintain the part of the Development in respect of which he is entitled to exclusive possession and all wirings and pipings thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or occupiers of any other part or parts of the Land and the Development. Subject as aforesaid the expenses of keeping in good and tenable repair and condition the interior of any part of the Development and all the fixtures and fittings and all plumbings therein or appertaining thereto and all the windows and doors thereof shall be borne by such Owner who is entitled to the sole and exclusive use occupation and enjoyment thereof.

16. **Signages**

No Owner shall erect, install or otherwise affix, display or project any signs, signboards, advertisements, banners, posters or placards or other things or structures or visual images of whatever kind and description on the external surfaces of or extending outside the exterior of a Residential Unit or any part of the Development or be projected from the Development or any part thereof save as otherwise provided in this Deed or except with the prior written approval of the Manager.

17. **Noise**

No Owner shall make or cause or permit any disturbing noise in his Unit or do or cause or permit anything to be done which will interfere with the rights, comforts and convenience of other occupants of the Development.

18. **External appearance**

No Owner shall, without the prior consent in writing of the Manager :-

- (a) paint the outside of the Land or the Development or any part thereof;
- (b) do or permit to be done any act or thing which may or will interfere with or alter the facade or external appearance of the Land or the Development, and in particular and save as herein expressly provided, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in or any part of the external walls, private roofs, private flat roofs or Upper Roof and/or Top Roof of the Development (save for those parts of the roof which form part of a Residential Unit) and no alterations may be made to the cladding on the external walls (which include, for the avoidance of doubt, cladding within the area of any balcony or utility platform) of the Development;
- (c) cause or permit or suffer any part of the external walls of the Development to be wholly or partially blocked;
- (d) change the colour or appearance of any window(s), door(s) of utility platform(s), balcony(ies), window flower box(es), private flat roof(s) or door(s) leading out

to any part of the Common Areas and Facilities or is/are visible from the Common Areas and Facilities of any Unit;

- (e) alter, remove, repair or otherwise change the appearance of the windows, railings or balustrades in any Residential Unit, utility platform, balcony, window flower box or private flat roof (if any). Any repair or maintenance of such balcony, window and/or balustrades shall be carried out by a contractor approved by the Manager using such materials and adopting such design and colour as approved by the Manager; or
- (f) interrupt, alter or remove, or cause or permit or suffer any cladding to the pipes in or on any utility platform, balcony or private flat roof of any Unit to be interrupted altered or removed.

19. **Air-Conditioning System**

No air conditioning units or other units shall be installed in any Residential Unit or on or abut to the Common Areas and Facilities and in particular through any windows or external walls of the Development without the prior written consent of the Manager other than at air-conditioner platforms and in no circumstances will penetration of the external walls be permitted and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land and the Development or public ways. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Residential Unit in good repair and condition.

20. **Discharge into drains**

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 drains or sewers or cause obstruction or deposit therein. No smoke shall be emitted from the Development without the prior consent being first obtained from the proper authority and from the Manager. No Owner shall cause or permit or suffer any odours or noxious smells which shall in the opinion of the Manager be offensive or unusual to be produced. Each Owner shall comply with and observe all ordinances, by-laws, regulations and rules for the time being in force in Hong Kong governing the control of any form of pollution and the protection of the environment.

21. **Aerial**

No Owner (save and except the First Owner) shall be entitled to connect to any aerials, telecommunication transmitters and receivers, antennae and other equipment and installations installed by the Manager except with the permission of the Manager and in accordance with any House Rules relating to the same. Save and except the First Owner, no Owner shall affix or install his own aerial, telecommunication transmitter, receiver, antennae and other equipment and installations in and outside any part of the Development without the prior written consent of the Manager.

22. **Restriction on keeping livestock etc.**

- (a) Subject to the provisions of (b) and (c) of this paragraph 22, no Owner shall bring on to or keep or harbour any livestock, live poultry, fowls, bird or animals on any part of the Development PROVIDED THAT
 - (i) subject to any applicable laws and regulations in force in Hong Kong from time to time and subject to and in accordance with the House Rules, domestic animals or other pets may be kept in a Residential Unit unless the same has been the cause of reasonable written complaint by the Owners or occupiers of not less than two (2) Residential Units, the reasonableness of the complaint shall be determined by the Manager at its absolute discretion;
 - (ii) trained guide dogs for the blind may be brought into any part of the Development (except the Recreational Facilities) whilst guiding any person with disability in vision.
- (b) In no event shall any dogs be permitted in lifts or on any part of the Development intended for common use UNLESS they are carried or on leash and wear mouth strap.
- (c) In no event shall any livestock, live poultry, fowls, bird or animals be permitted on any part of the Recreational Facilities.

23. **Not to use Parking Spaces for certain purposes**

- (a) No Parking Spaces shall be used other than for the parking of motor vehicles or motor cycles (as the case may be) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation belonging to the residents or occupiers of the Residential Units and their bona fide guests, visitors or invitees..
- (b) No Visitor Parking Spaces (save and except the accessible parking space) shall be used other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation belonging to the bona fide guests, visitors or invitees of the residents of the Residential Units.
- (c) No accessible parking space shall be used other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation belonging to the residents or occupiers of the Residential Units and their bona fide guests, visitors or invitees.
- (d) The Loading and Unloading Space shall not be used other than for the loading and unloading of goods vehicles in connection with the Development.

- (e) The Parking Spaces and Visitor Parking Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

24. **Not to convert Common Areas and Facilities to own use**

Except with the prior approval of the Owners' Committee, no Owner (including the First Owner) shall convert any part of the Common Areas and Facilities to his own use or for his own benefit and any payment or fees received by the Owners' Committee for the approval shall be credited to the Special Fund.

25. **Not to designate additional Common Areas and Facilities**

No Owner (including the First Owner) shall convert or designate any of his own areas as Common Areas and Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) and no Manager may re-convert or re-designate the Common Areas and Facilities to his own use or benefit.

26. **Balconies, Utility Platforms, Window Flower Boxes, Private Flat Roofs and Private Roofs**

- (a) Subject to the rights of the First Owner under this Deed, no Owner shall without the prior written consent of the Manager erect or build or suffer to be erected or built on or upon the private flat roof or private roof forming part of a Residential Unit any walls, windows, gates, doors, curtains, external awnings, canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said private flat roof or private roof will be enclosed or partitioned either in whole or in part and where such installations have been approved in writing by the Manager the same shall be erected in accordance with designs approved by the Manager and shall be installed in accordance with the fixing instructions specified by the Manager and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed and shall thereafter be maintained to such standard as may from time to time be laid down by the Manager. The Manager shall have the right to enter and remove from such private flat roof or private roof such unauthorised structure or structures at the cost and expense of the defaulting Owner on giving prior written notice (save in case of emergency) and the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts.
- (b) No Owner except the Owner having the exclusive right to occupy the private flat roof or private roof of a Residential Unit shall have the right to use the private flat roof or private roof thereof (if any). No Owner shall without the prior written consent of the Manager and the competent Government authorities (if required) erect or place or cause or permit to be erected or placed any advertising signs or other structure on the private flat roof, private roof, balcony, utility platform or window flower box (if any) of a Residential Unit or any part thereof and the Manager shall have the right to enter to remove anything erected

or placed on such private flat roof, private roof, balcony, utility platform or window flower box or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.

- (c) Subject to the rights of the First Owner under this Deed, no Owner shall erect or permit or suffer to be erected any radio or television aerial or advertising sign or keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon (if any) the private flat roof(s), private roof(s), balcony(ies), utility platform(s), window flower box(es), windows, external walls, corridors, lift lobbies, entrance halls of any part of the Development or any other areas which in the opinion of the Manager shall be undesirable or constitute a nuisance to other Owners or occupiers of the Development and the Manager shall have the right to remove such articles without notice but after warning has been given to such Owner at the cost of the offending Owner.

27. **Maintenance of Windows etc.**

- (a) Each Owner of a Residential Unit shall at his own cost and expense be responsible for the cleaning, repair and maintenance of all the balustrade and railings on the balcony, utility platform, window flower box, private flat roof (if any) and/or all the windows of the Residential Unit. The Owner of the Residential Unit shall engage such contractor as the Manager may nominate from time to time to carry out the said cleaning, repair and maintenance work using materials as approved by the Manager.
- (b) The Owners shall, acting through the Manager, be responsible for the repair, maintenance and cleaning of the external walls of the Development including, but not limited to, facade and associated facilities thereof PROVIDED THAT if the cleaning, repair or maintenance is required as a result of the act, neglect, default or omission of any Owner or his servants, agents, contractors, licensees or tenants, such Owner shall be wholly responsible for the relevant costs of cleaning, repair or maintenance.

28. **Restriction on children**

Without prejudice to the other provisions of this Deed, no Owner shall allow children to play in the Common Areas and Facilities which are not Recreational Facilities particularly lifts and any damage to or discolouration to decorations in such areas or lifts (if any) by children shall be paid for by the Owner or occupier of the Unit in which the child or children concerned reside.

29. **Use of lifts**

No Owner shall allow bicycles, baby carriages or similar vehicles in the lifts unless the greatest care against damage to the lifts is exercised and the same shall not be allowed to obstruct any Common Areas and Facilities and no Owner shall use the lifts of the Development for carrying and transporting any goods or articles whatsoever which in the reasonable opinion of the Manager adversely affect the normal functioning of the

lifts.

30. **Laundry**

No clothing or laundry shall be hung on any balcony, utility platform, window flower box, private flat roof, windows or outside the Development or any part thereof or in the Common Areas and Facilities (other than in the spaces specifically provided hanging laundry or in the laundry rack installed in the balconies, utility platforms, window flower boxes, private flat roof with the prior written consent of the Manager).

31. **Use of Recreational Facilities**

The Recreational Facilities shall only be used and enjoyed for recreational purposes by the Owners, residents and their bona fide visitors and subject to the provisions of this Deed, the House Rules and such rules as may from time to time be laid down by the Manager. The Recreational Facilities shall not be used for any other purpose or by any other persons without the prior consent from the Building Authority.

32. **Noise and Water Pollution**

Each Owner shall observe and comply with all Ordinances, Regulations, by-laws and rules for the time being in force in Hong Kong governing the control of any form of pollution (including but without limitation noise and water pollution), whether aerial or otherwise, and the protection of the environment. In particular, no Owner shall discharge or permit or suffer to be discharged into any public sewer, storm water drain, channel or stream-course any trade effluent or foul or contaminated water or cooling water without the prior written consent of the competent Government authorities.

33. **Use of Residential Units**

- (a) No Residential Unit shall be used for any purpose other than for private residential purpose and in particular no Residential Unit shall be used as a boarding house, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles PROVIDED THAT subject to Clause (5) of the Government Grant, the First Owner may use any Units and such other part(s) of the Development for the purposes of a temporary sales office and temporary show flats and related marketing activities but shall cause as little disturbance and inconvenience as is reasonably possible to the Owners and shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit.
- (b) No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any Residential Unit any metal grille or shutter or gate without the prior written approval of the Manager.
- (c) No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.

- (d) No Owner shall permit or suffer to be erected, affixed or installed on or at the window or windows of a Residential Unit any window grille or metal grille without the prior written consent of the Manager and where such installations have been approved in writing by the Manager the same shall be erected in accordance with such design, colour and material as shall be specified by the Manager and shall be installed in accordance with the fixing instructions specified by the Manager.

34. **Complaints**

All complaints touching or concerning any part of the Land or the Development shall be made in writing to the Manager.

35. **Rights of the First Owner**

All the covenants, provisions and restrictions in this THIRD SCHEDULE shall be subject to and deemed to have been qualified by the rights reserved to the First Owner and its assignees under Section III of this Deed, whether or not expressly so stated.

36. **Preservation of Trees**

No Owner shall remove, interfere with, damage or cut any tree growing on the Land or adjacent thereto and each Owner shall be responsible to remedy and indemnify the other Owners in respect of any breach of this covenant including a breach by the occupants of his Unit and their guests or visitors.

37. **Non-enclosed Areas**

- (a) The Non-enclosed Areas shall only be used as balcony or utility platform (as the case may be) in relation to or in connection with use and enjoyment of the Residential Units for which they are provided;
- (b) Each Owner of the Non-enclosed Areas shall (i) at his own cost keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance and such other Ordinances, bye-laws and regulations promulgated by the Government from time to time; and (ii) be responsible for the financial support and maintenance of the same;
- (c) The design and location of the Non-enclosed Areas under the Building Plans shall not be altered in any way;
- (d) The Non-enclosed Areas shall not be enclosed above safe parapet height other than as under the Building Plans; and
- (e) In the event of the above covenants being in breach, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owners to remedy the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans.

38. **Greenery Area**

Except with the prior consent of the Building Authority, the Greenery Area shall not be used for any purpose other than as greenery.

39. **Not to change the design, finishes and colour of the balcony, windows and/or balustrade of the Residential Unit**

No Owner of a Residential Unit shall change the design, finishes and colour of the balcony, windows and/or balustrade (if any) of his Unit.

40. **Not to install furnace etc. which may result in breach**

Save and except with the prior written consent of the Manager, no Owner shall install any furnace, boiler or other plant or equipment or use any fuel energy that may produce gas, smoke, liquid or otherwise and no Owner shall install the aforesaid furnace, boiler, plant or equipment or use any method or process of manufacture or treatment which may in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap.311) or any amendments thereto.

41. **Residential Units with private flat roofs, private roofs, window flower boxes, and/or Non-enclosed Areas to avoid water leakage into Common Areas and Facilities**

Every Owner of the Residential Units with private flat roofs, private roofs, window flower boxes, and/or Non-enclosed Areas shall at all time ensure that (a) the drains of the private flat roofs, private roofs, window flower boxes, and/or the Non-enclosed Areas of their respective Residential Units are in good function and condition and shall ensure that there shall be no overflowing or leakage of water from their respective Residential Units and the private flat roofs, private roofs, window flower boxes and/or Non-enclosed Areas thereof into other parts of the Development (including without limitation the Common Areas and Facilities) and (b) the doors of the private flat roofs, private roofs and/or the Non-enclosed Areas forming part of their respective Residential Units shall remain closed during inclement weather in order to ensure that there shall be no overflowing or leakage of water from the private flat roofs, private roofs and/or the Non-enclosed Areas into other parts of the Development (including without limitation the Common Areas and Facilities), failing which the Manager shall have the right to enter into the relevant Residential Units in accordance with paragraph 1(b) of Part B of the SECOND SCHEDULE hereto for the purpose of carrying out any necessary works to stop such overflowing or leakage on giving prior written notice (save in case of emergency) and the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts. The Owner of the relevant Residential Unit causing such water overflow or leakage shall be wholly responsible for all the costs, expenses, loss and damage as may be incurred and/or suffered by the Manager and/or any other Owners.

42. **Residential Units with open kitchen**

Each Owner of Residential Units with open kitchen as set out in Part A of the FIFTH SCHEDULE shall at his own costs and expenses observe and comply with the Fire Safety Management Plan, in particular the provisions set out in Part B of the FIFTH SCHEDULE hereto, and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause his tenants and other occupants of his Residential Unit to observe and comply with the same.

43. **No grave or columbarium**

No grave or columbarium shall be erected or made on the Land, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

44. **Use of common roofs**

The Upper Roof and Top Roof of the Development (which forms part of the Residential Common Areas and Facilities) shall only be used for the purposes of carrying out necessary repairs and maintenance to electrical and mechanical services and facilities on the common roofs by the Manager, its employees, agents or contractors and not for general amenity or enjoyment by the Owners of the Residential Units. The Manager, its employees, agents or contractors using the common roofs shall cause as little disturbance and nuisance as possible to other Owners of Residential Units.

45. **Residential Unit held with private lift lobby(s)**

Save and except with the prior written consent of the Manager, no Owner of a Residential Unit held with private lift lobby(s) shall:-

- (a) erect, install or otherwise affix, display or project any signs, signboards, advertisements, banners, posters or placards or other things or structures or visual images of whatever kind and description in a private lift lobby forming part of a Residential Unit or any part of such private lift lobby or be projected from such private lift lobby or any part thereof save as otherwise provided in this Deed;
- (b) paint the inside of a private lift lobby forming part of a Residential Unit;
- (c) do or permit to be done any act or thing which may or will interfere with or alter the appearance of a private lift lobby forming part of a Residential Unit;
- (d) change the colour or appearance of any glass partition, glass door or mail box of a private lift lobby forming part of a Residential Unit leading out to any part of the Common Areas and Facilities or is/are visible from the Common Areas and Facilities; or
- (e) alter, remove, repair or otherwise change the appearance of (i) any glass partition, glass door or mail box of a private lift lobby forming part of a

Residential Unit; or (ii) the lift door frame (forming part of the Common Areas and Facilities) inside a private lift lobby forming part of a Residential Unit. Any repair or maintenance of such glass partition, glass door, mail box or lift door frame shall be carried out by a contractor approved by the Manager using such materials and adopting such design and colour as approved by the Manager.

THE FOURTH SCHEDULE ABOVE REFERRED TO

SCHEDULE OF WORKS AND INSTALLATIONS

The major works and installations in the Development (whether forming part of the Common Areas and Facilities or not) requiring regular maintenance on a recurrent basis which include but not limited to the following (if any) :-

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) the Slopes Structures;
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system;
- (k) window and curtain wall installations;
- (m) gondola system;
- (n) Recreational Facilities;
- (o) electrical and mechanical installations;
- (p) Greenery Area;
- (q) security systems; and
- (r) telecommunication systems.

THE FIFTH SCHEDULE ABOVE REFERRED TO

PART A

RESIDENTIAL UNIT WITH OPEN KITCHEN

Floor	Unit
3/F	C
5/F – 12/F, 15/F and 16/F	C, D

PART B

PROVISIONS RELATING TO THE FIRE SAFETY MANAGEMENT PLAN

1. An Owner of Residential Unit with open kitchen (in this FIFTH SCHEDULE, the “**Relevant Owner**”) shall be responsible for maintenance and annual inspection of the fire service installations within his Residential Unit.
2. The Relevant Owner shall not:-
 - (a) remove or obstruct any smoke detectors provided inside his Residential Unit and at the common lobby outside his Residential Unit;
 - (b) remove or obstruct the sprinkler head provided at the ceiling immediately above the open kitchen of his Residential Unit; or
 - (c) alter or remove the FRR Wall of his Residential Unit.
3. The Relevant Owner shall keep and maintain the fire service installations inside his Residential Unit in good (workable) condition at his own costs and expenses.
4. The Relevant Owner shall allow the Manager with or without the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into his Residential Unit to carry out (at the cost and expense of the Relevant Owner) regular and annual inspection and/or certification of the fire service installations inside his Residential Unit. The Manager shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees’ or contractors’ negligent, wilful or criminal acts.
5. In the event that the Relevant Owner parts with possession of his Residential Unit, such Owner shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the provisions set out under this FIFTH SCHEDULE, and make it a condition in the relevant agreement (if any).
6. The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and annual inspection of the fire service installations for Residential Units with open kitchen shall be borne by the Relevant Owners on demand.

)))))))))

)
)
)

)
)
)

KeenA

[Signature]

Yip Si Ching Cheryl
Mayer Brown
Solicitor, Hong Kong SAR



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



A handwritten signature in blue ink.

WONG YIU FAI, PETER
SOLICITOR, HONG KONG SAR
T. C. FOO & CO.
SOLICITORS

INTERPRETED to the First Assignee by :-

A handwritten signature in blue ink.


WONG YIU FAI, PETER
SOLICITOR, HONG KONG SAR
T. C. FOO & CO.
SOLICITORS

))))))))

))))

)
)
)

17/1/2004



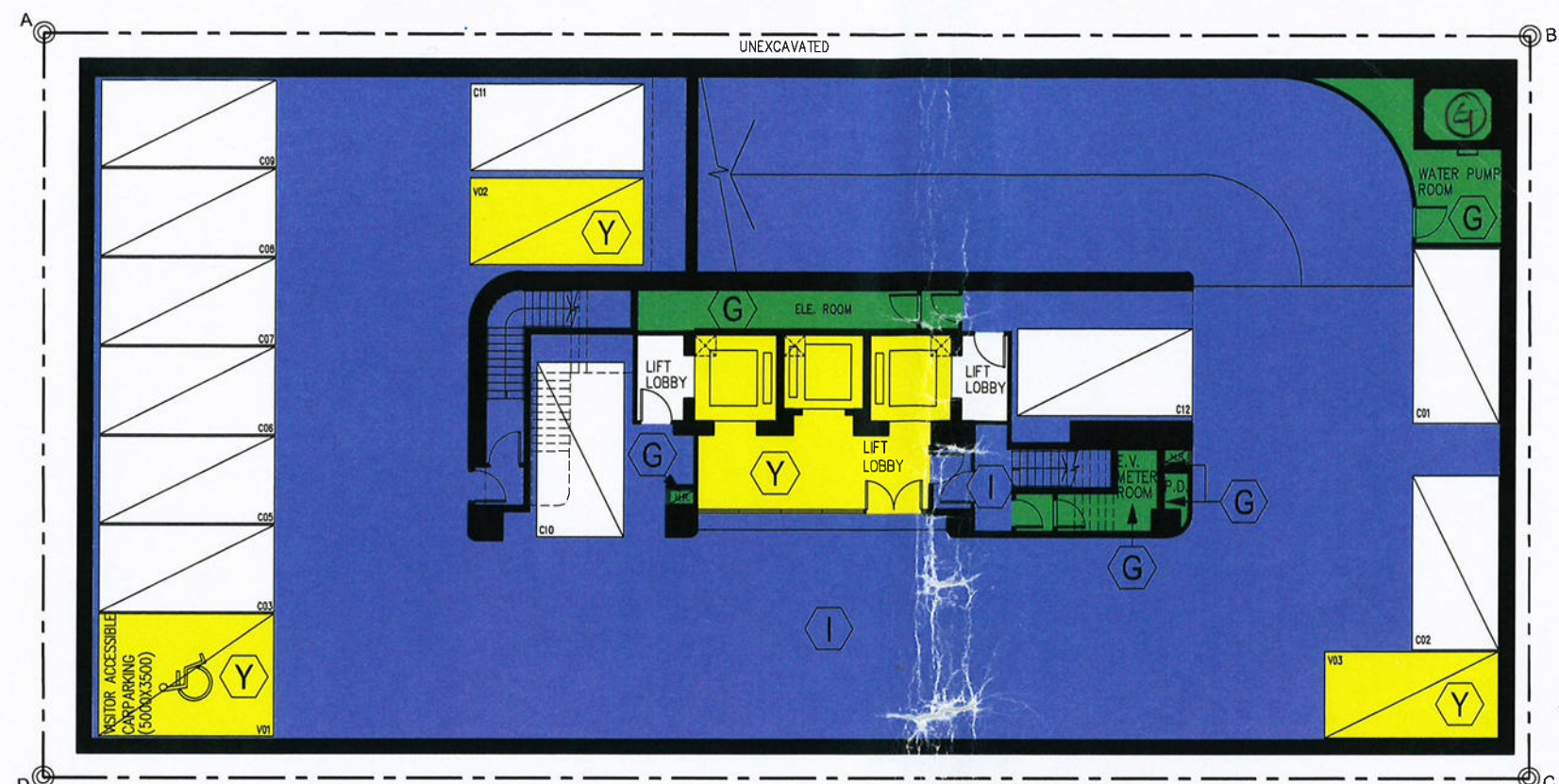
SIGNED SEALED and DELIVERED by)
)
MAK Wai Kei)
)
CHAN May Yee)
)
the lawful attorney of the **Lender** whose)
signature(s) is/are verified by:-)





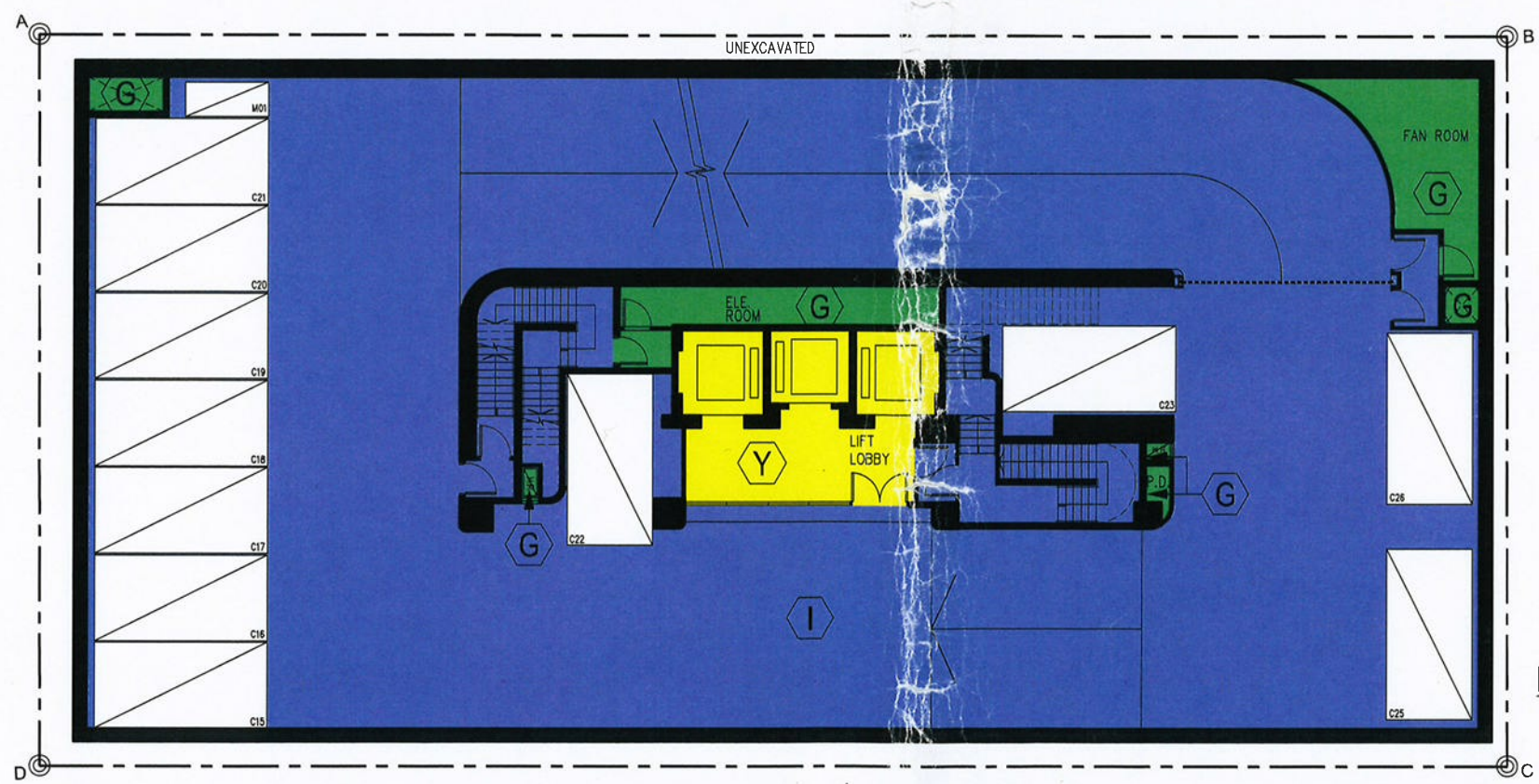
Yip Si Ching Cheryl
Mayer Brown
Solicitor, Hong Kong SAR



ABBREVIATIONS:

P.D.	PIPE DUCT
ELE. ROOM	ELECTRICITY ROOM
E.V. METER ROOM	ELECTRIC VEHICLE METER ROOM

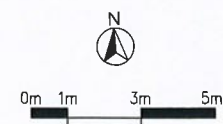
BASEMENT 2 FLOOR PLAN



註冊編號 Memorial No.:
24030801840094 **A3C**

BASEMENT 1 FLOOR PLAN

- LEGEND:**
- Y YELLOW-RESIDENTIAL COMMON AREAS AND FACILITIES
 - G GREEN-DEVELOPMENT COMMON AREAS AND FACILITIES
 - I INDIGO-CARPARK COMMON AREAS AND FACILITIES



RONALD LU & PARTNERS
 呂元祥建築師事務所

Project Title
PROPOSED RESIDENTIAL DEVELOPMENT AT 93 WATERLOO ROAD, KIL 2145 S.C RP

Drawing Title
DMC PLAN - BASEMENT 1 FLOOR PLAN & BASEMENT 2 FLOOR PLAN

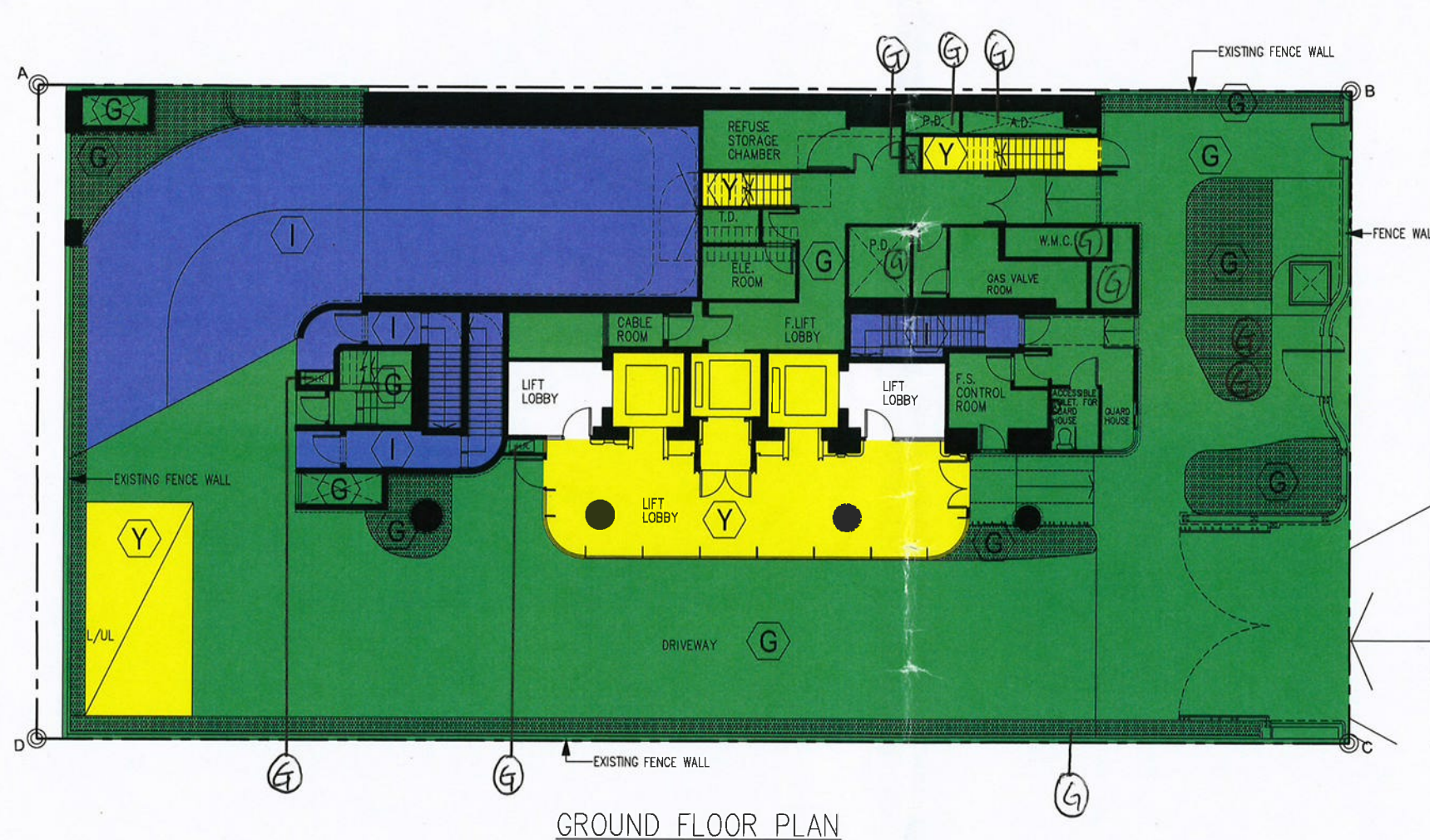
Project No. 17089KL
 Scale 1:200 Issue Date 28 FEB 2023
 Drawing No. A / DMC / 01

AP's Signature
 I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

CHEUNG Man-Ching, Anthony
 Authorized Person (Architect)
 DATE OF CERTIFICATION: 28 FEB 2023

ABBREVIATIONS:

P.D.	PIPE DUCT
A.D.	AIR DUCT
T.D.	TELEPHONE DUCT
H.R.	HOSE REEL
F. LIFT LOBBY	FIREMAN'S LIFT LOBBY
W.M.C.	WATER METER CABINET
F.S. CONTROL ROOM	FIRE SERVICE CONTROL ROOM



WATERLOO ROAD (31.1M WIDE)

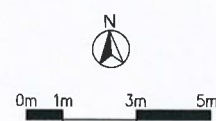
GREENERY AREA OF G/F : 83.243m²



註冊摘要編號 Memorial No.:
24030801840094 A3C

LEGEND:

- Y YELLOW-RESIDENTIAL COMMON AREAS AND FACILITIES
- G GREEN-DEVELOPMENT COMMON AREAS AND FACILITIES
- I INDIGO-CARPARK COMMON AREAS AND FACILITIES
- G GREEN STIPPLED BLACK-DEVELOPMENT COMMON AREAS AND FACILITIES (GREENERY AREA)



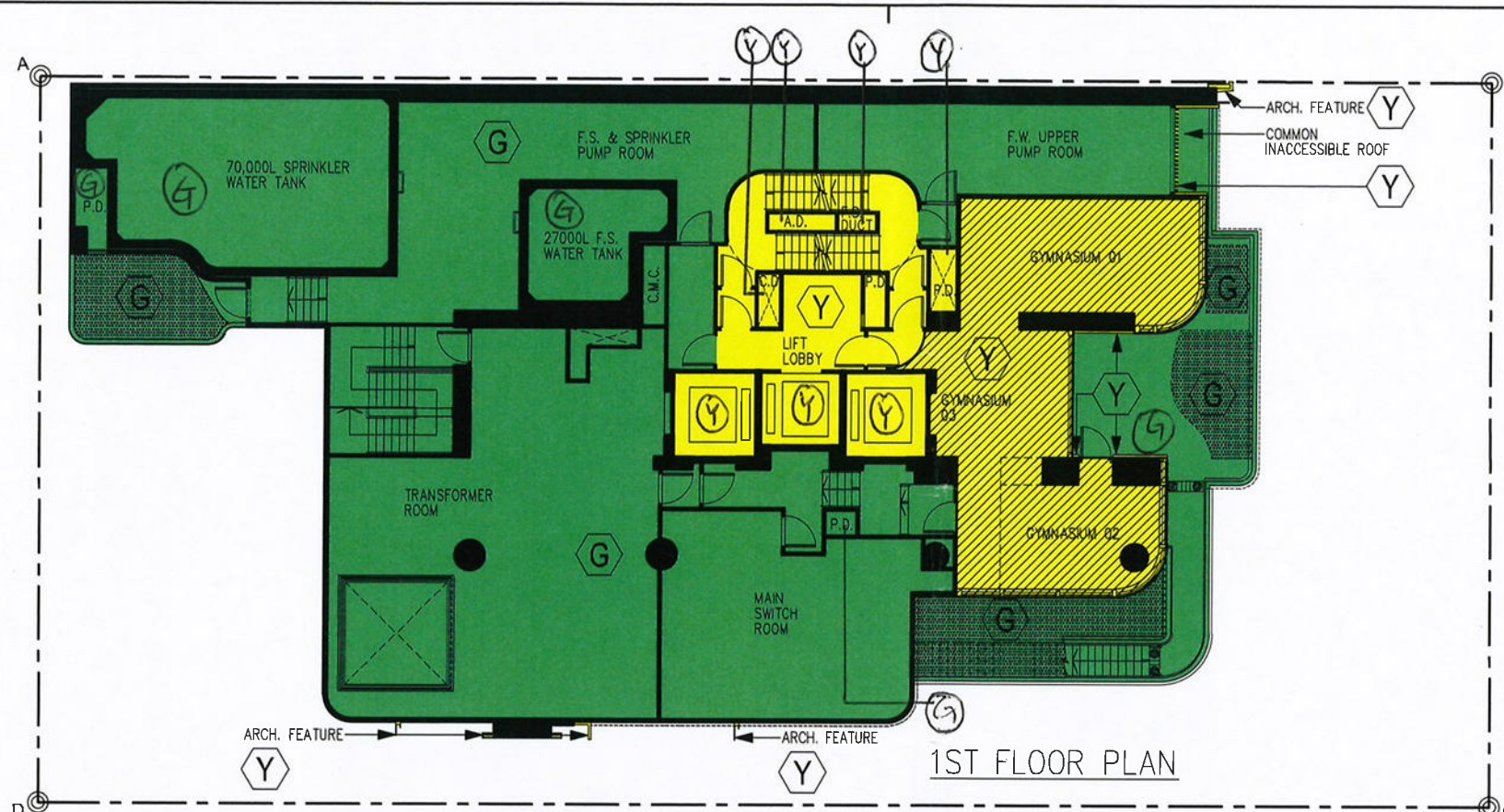
呂元祥建築師事務所

Project Title
PROPOSED RESIDENTIAL
DEVELOPMENT AT
93 WATERLOO ROAD,
KIL 2145 S.C RP

Drawing Title
DMC PLAN - GROUND FLOOR

Project No. 17089KL
Scale 1:200 Issue Date 28 FEB 2023
Drawing No. A / DMC / 02

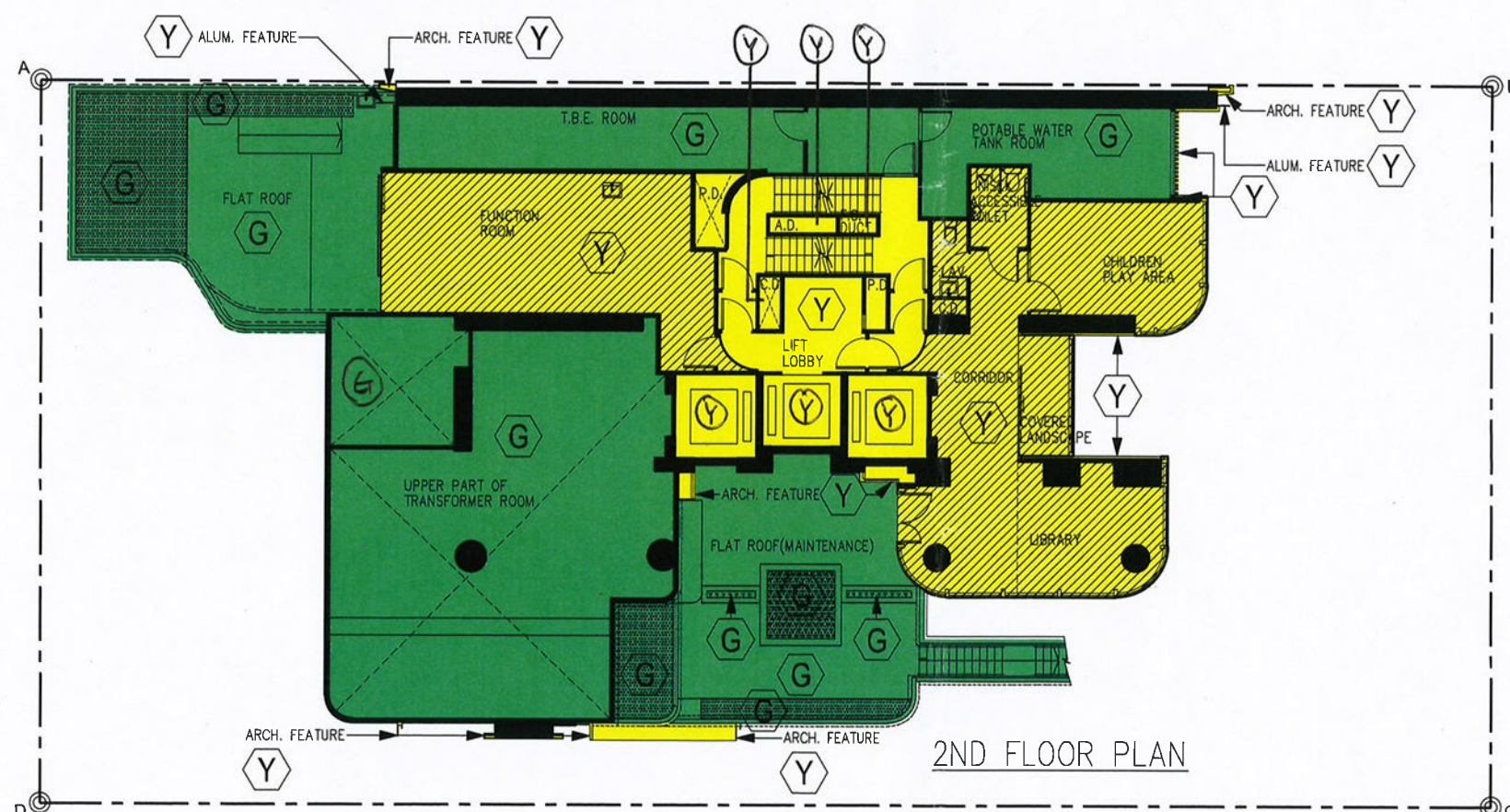
AP's Signature
I HEREBY CERTIFY THE ACCURACY
OF THIS PLAN.
CHEUNG Mar-Ching, Anthony
Authorized Person (Architect)
DATE OF CERTIFICATION: 28 FEB 2023



ABBREVIATIONS:

P.D.	PIPE DUCT
A.D.	AIR DUCT
T.D.	TELEPHONE DUCT
C.D.	CABLE DUCT
H.R.	HOSE REEL
F.S. DUCT	FIRE SERVICE DUCT
W.M.C.	WATER METER CABINET
F.W. UPPER PUMP ROOM	FRESH WATER UPPER PUMP ROOM
F.S. & SPRINKLER PUMP ROOM	FIRE SERVICE SPRINKLER PUMP ROOM
T.B.E. ROOM	TELECOMMUNICATIONS & BROADCASTING ROOM

GREENERY AREA OF 1/F : 36.835m²



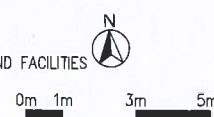
註冊摘要編號 Memorial No.:
24030801840094 A3C

GREENERY AREA OF 2/F : 30.745m²

LEGEND:

- YELLOW-RESIDENTIAL COMMON AREAS AND FACILITIES
- YELLOW HATCHED BLACK-RESIDENTIAL COMMON AREA AND FACILITIES (RECREATIONAL FACILITIES)

- GREEN-DEVELOPMENT COMMON AREAS AND FACILITIES
- GREEN STIPPLED BLACK-DEVELOPMENT COMMON AREAS AND FACILITIES (GREENERY AREA)



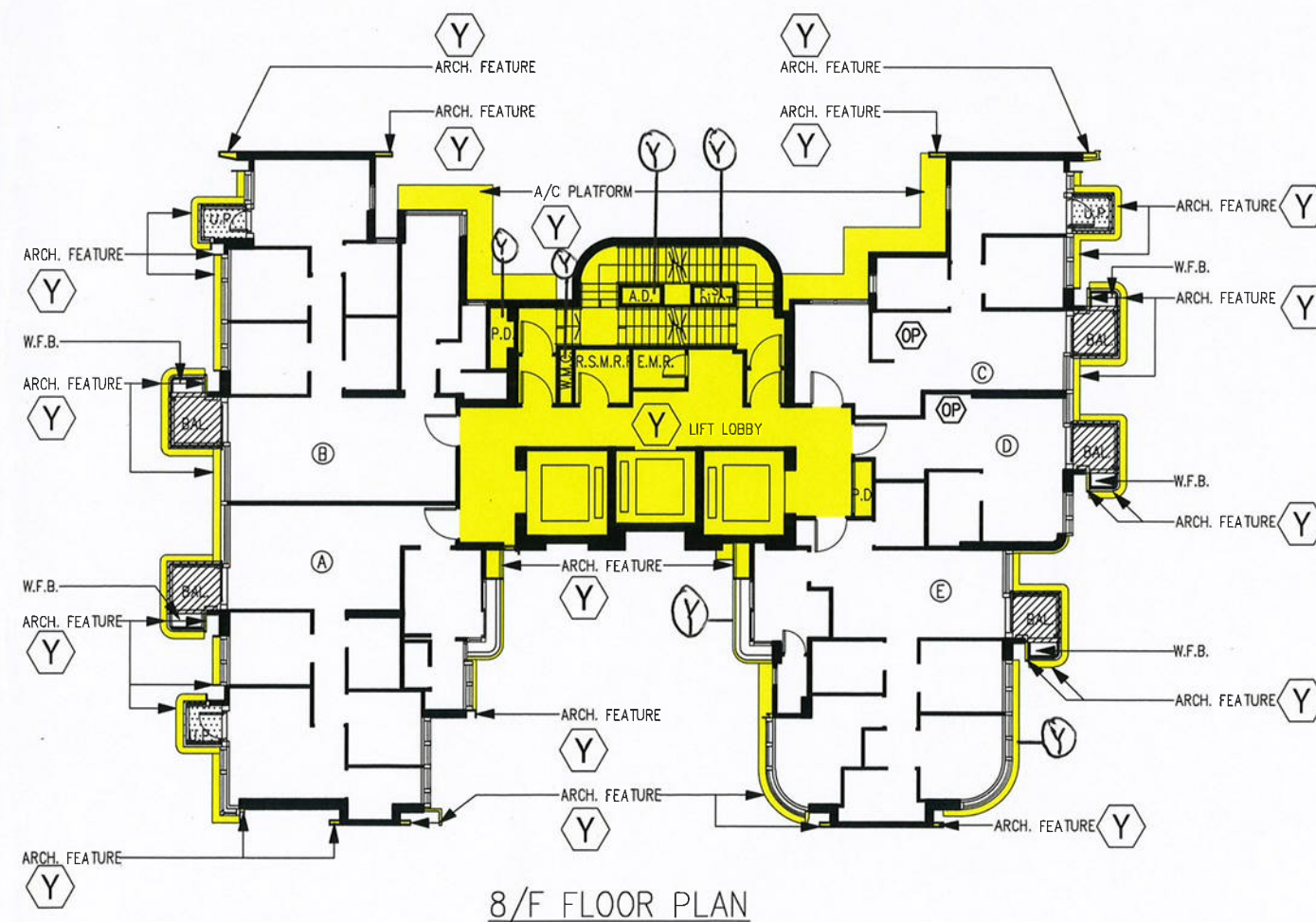
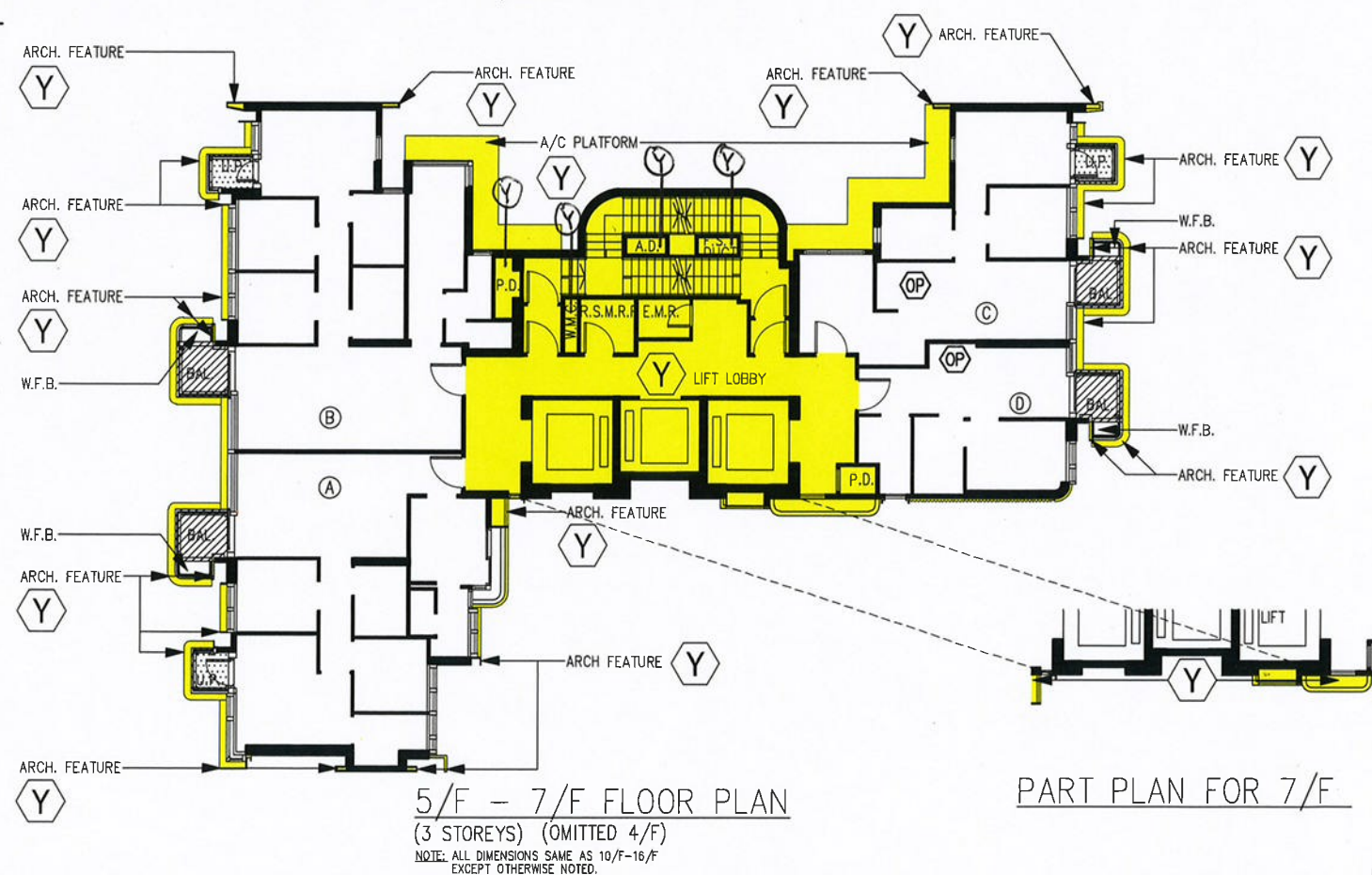
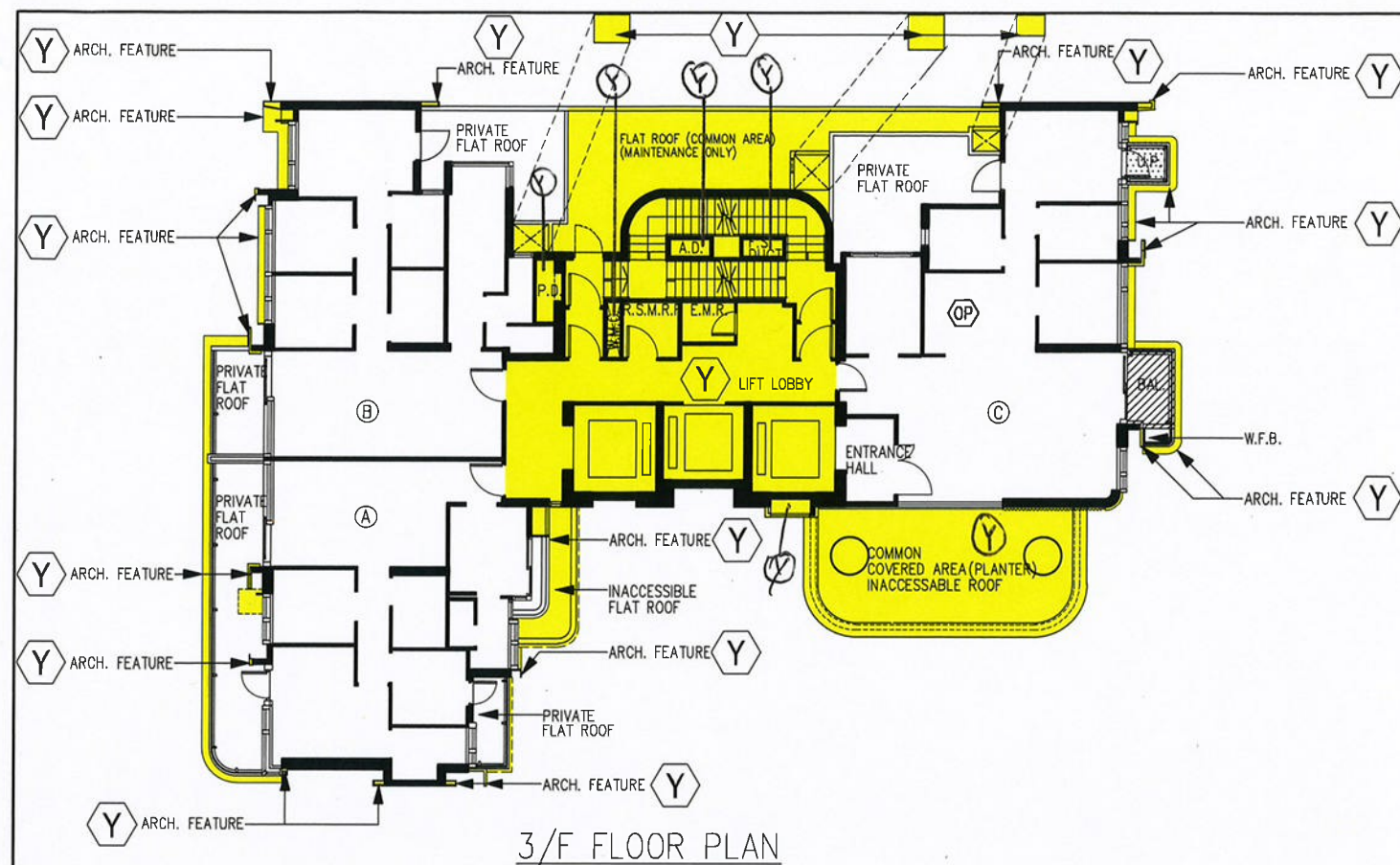
呂元祥建築師事務所

Project Title
PROPOSED RESIDENTIAL
DEVELOPMENT AT
93 WATERLOO ROAD,
KIL 2145 S.C RP

Drawing Title
DMC PLAN - 1ST & 2ND FLOOR

Project No. 17089KL
Scale 1:200 Issue Date 28 FEB 2023
Drawing No. A / DMC / 03

AP's Signature
I HEREBY CERTIFY THE ACCURACY
OF THIS PLAN.
CHEUNG Man-Ching, Anthony
Authorized Person (Architect)
DATE OF CERTIFICATION: 28 FEB 2023



P.D.	PIPE DUCT
A.D.	AIR DUCT
F.S. DUCT	FIRE SERVICE DUCT
W.M.C.	WATER METER CABINET
R.S.M.R.R.	REFUSE STORAGE AND MATERIAL RECOVERY ROOM
E.M.R.	ELECTRICAL METER ROOM
BAL.	BALCONY
U.P.	UTILITY PLATFORM
ARCH. FEATURE	ARCHITECTURAL FEATURE
W.F.B.	WINDOW FLOWER BOX



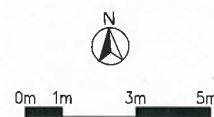
註冊摘要編號 Memorial No.:
24030801840094 A3C

LEGEND :

 YELLOW-RESIDENTIAL COMMON AREAS AND FACILITIES HATCHED BLACK-BALCONIES

 OPEN KITCHEN

 STIPPLED BLACK—UTILITY PLATFORMS



**RONALD LU
& PARTNERS**

呂元祥建築師事務所

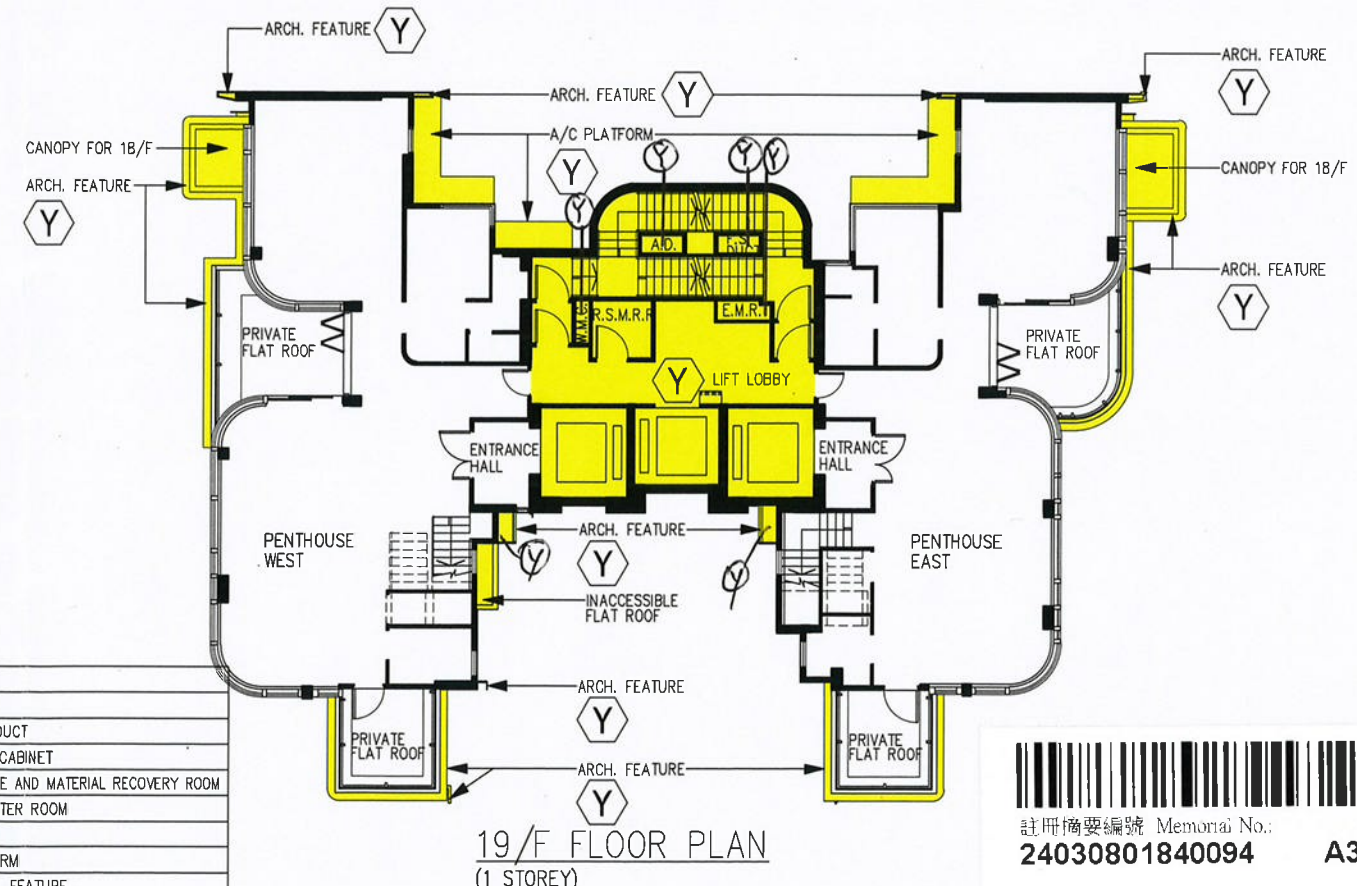
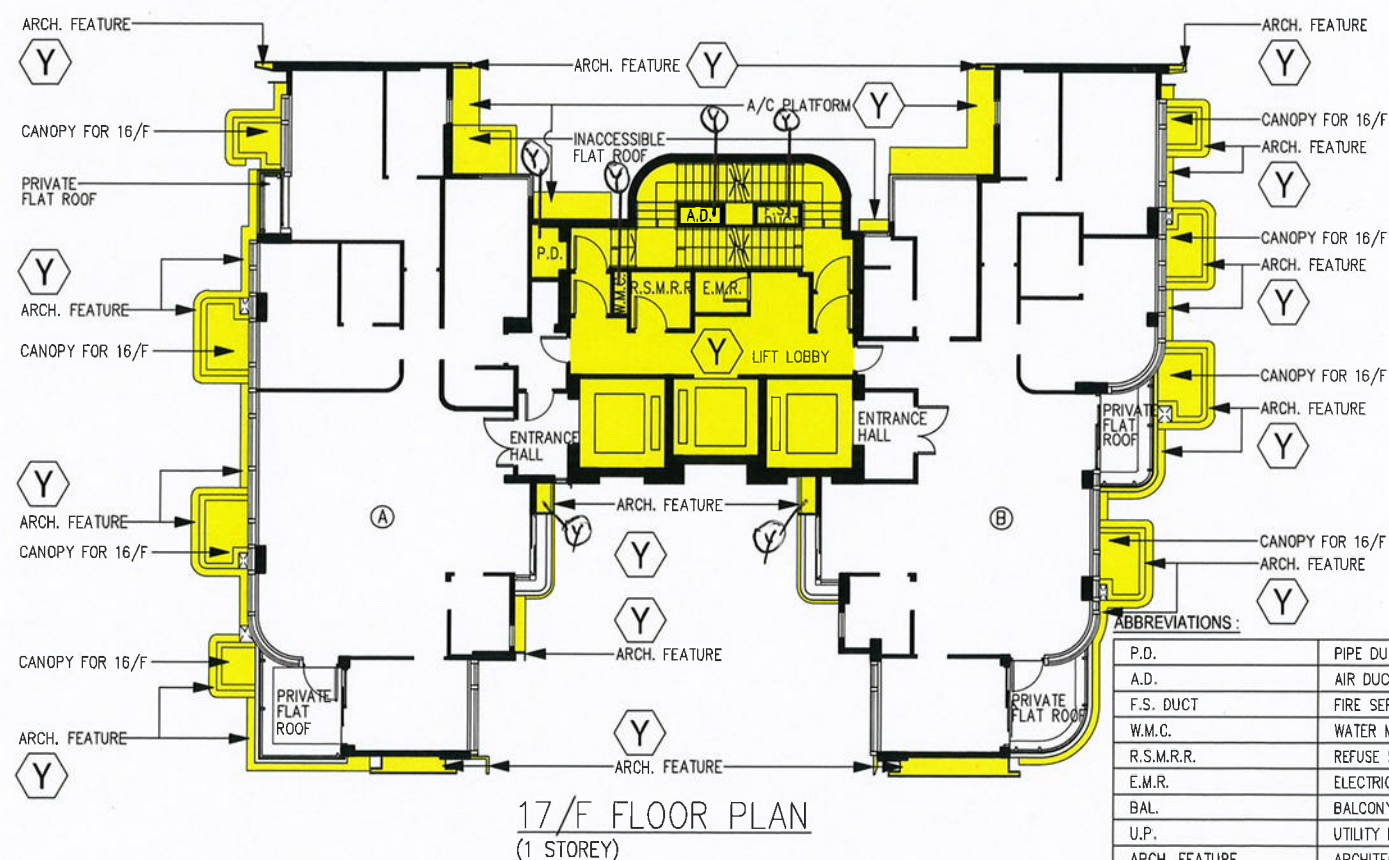
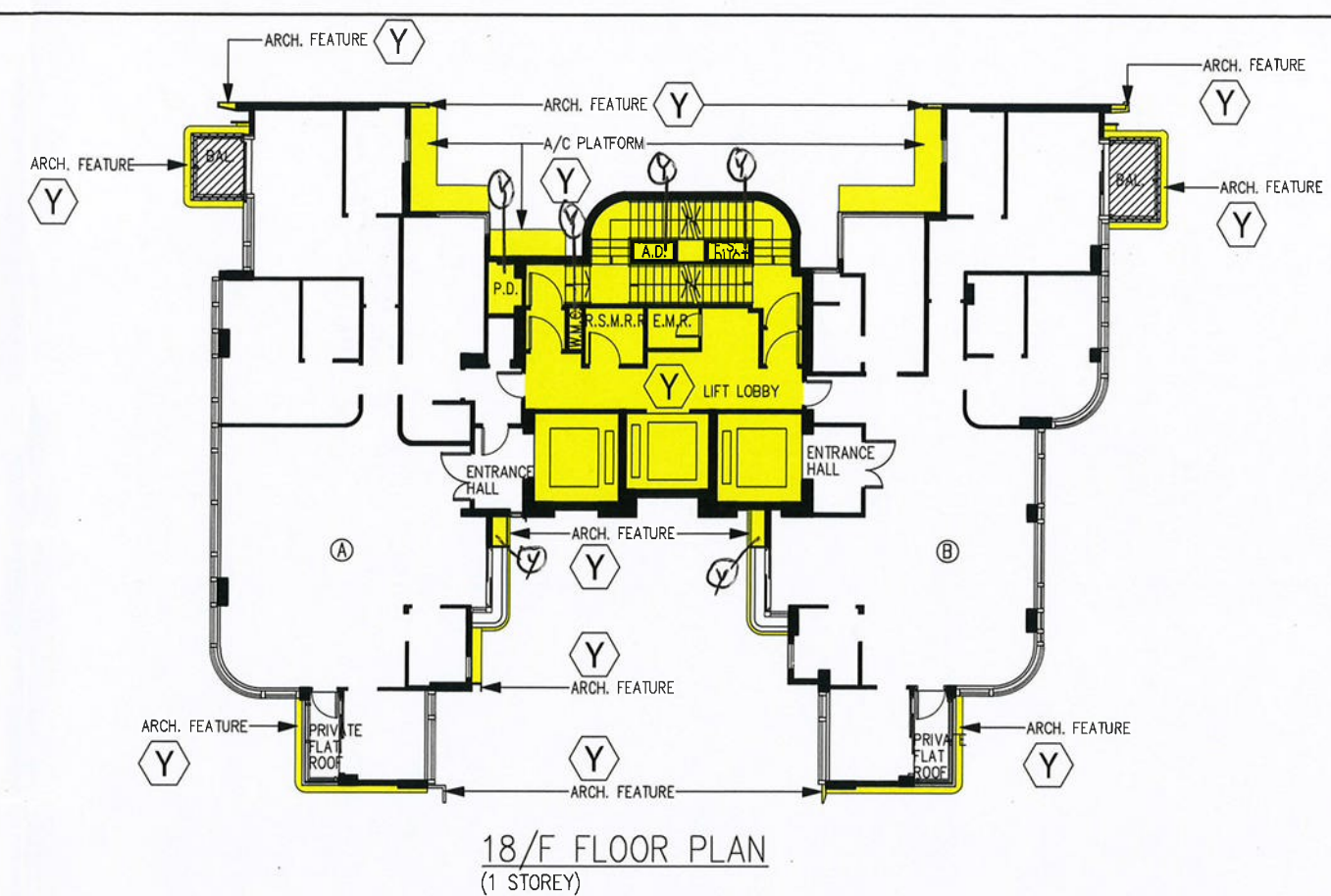
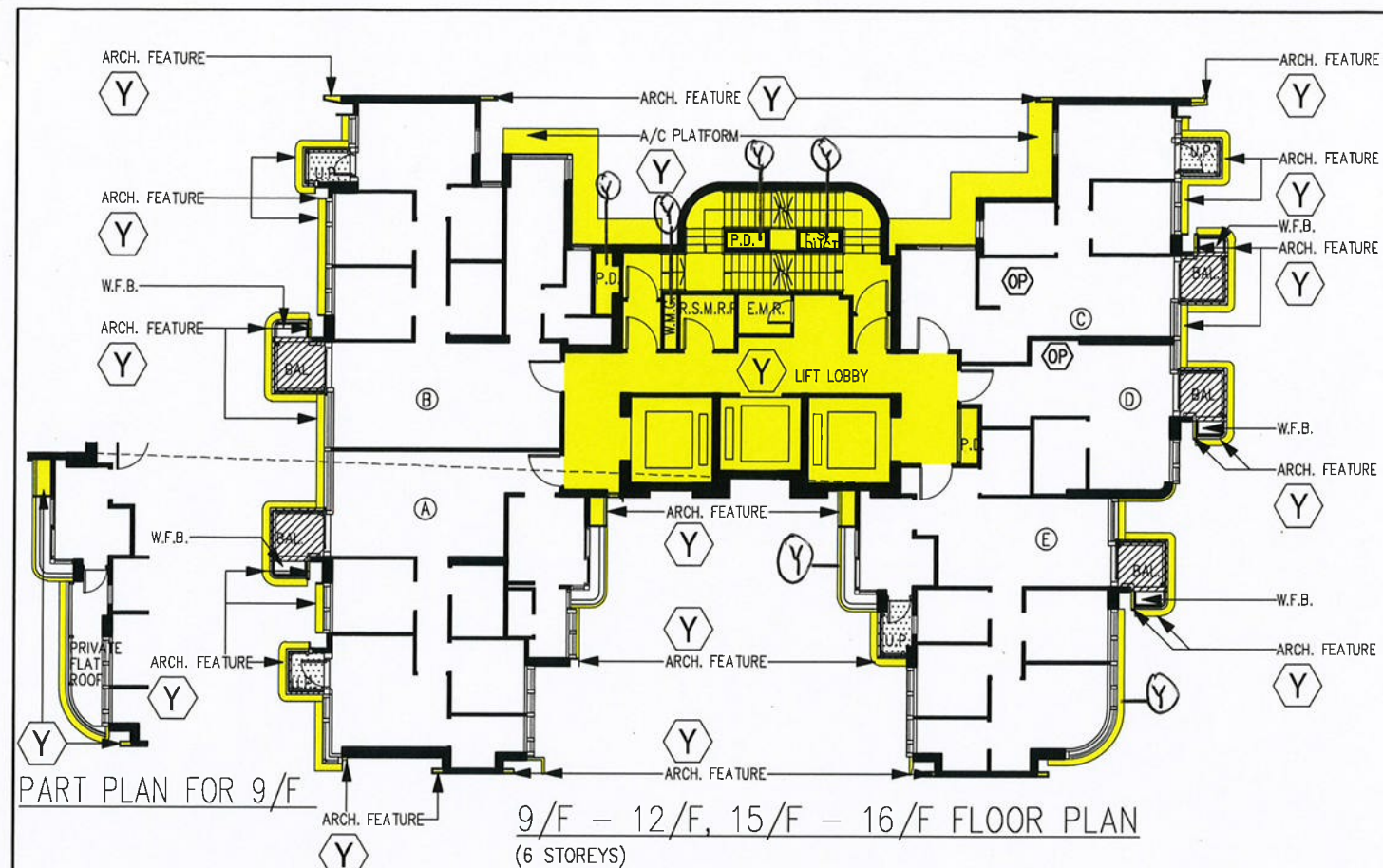
Project Title
**PROPOSED RESIDENTIAL
DEVELOPMENT AT
93 WATERLOO ROAD,
KIL 2145 S.C RP**

Drawing Title
AL DMC PLAN - TOWER FLOOR PLANS (1)

Project No.	17089KL
Scale 1:200	Issue Date 28 FEB 2023
Drawing No.	A / DMC / 04

AP's Signature
I HEREBY CERTIFY THE ACCURACY
OF THIS PLAN. *f/*

CHEUNG Mar-Ching, Anthony
Authorized Person (Architect)
DATE OF CERTIFICATION: 28 FEB 2023



ABBREVIATIONS:	
P.D.	PIPE DUCT
A.D.	AIR DUCT
F.S. DUCT	FIRE SERVICE DUCT
W.M.C.	WATER METER CABINET
R.S.M.R.R.	REFUSE STORAGE AND MATERIAL RECOVERY ROOM
E.M.R.	ELECTRICAL METER ROOM
BAL.	BALCONY
U.P.	UTILITY PLATFORM
ARCH. FEATURE	ARCHITECTURAL FEATURE
W.F.B.	WINDOW FLOWER BOX

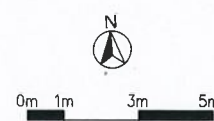
LEGEND:

YELLOW-RESIDENTIAL COMMON AREAS AND FACILITIES

HATCHED BLACK-BALCONIES

OPEN KITCHEN

STIPPLED BLACK-UTILITY PLATFORMS



RONALD LU & PARTNERS

呂元祥建築師事務所

Project Title
**PROPOSED RESIDENTIAL
DEVELOPMENT AT
93 WATERLOO ROAD,
KIL 2145 S.C RP**

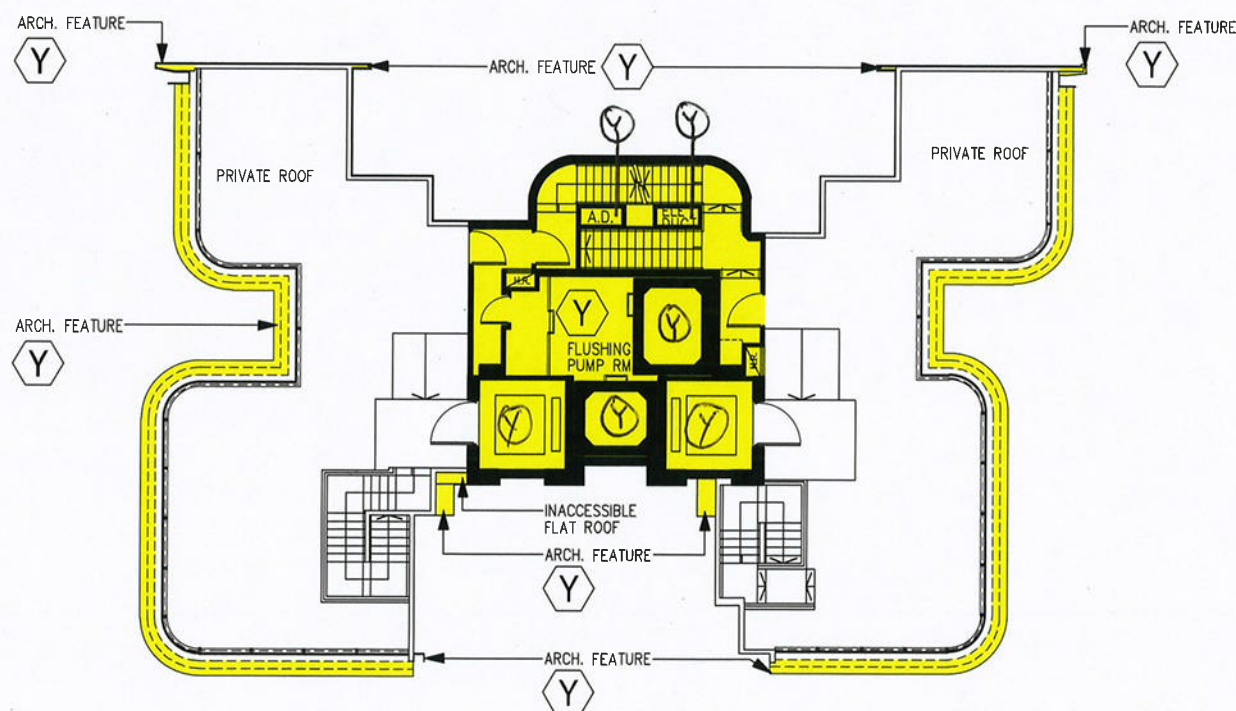
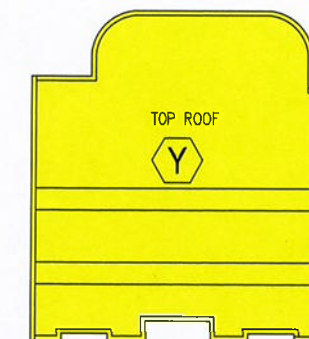
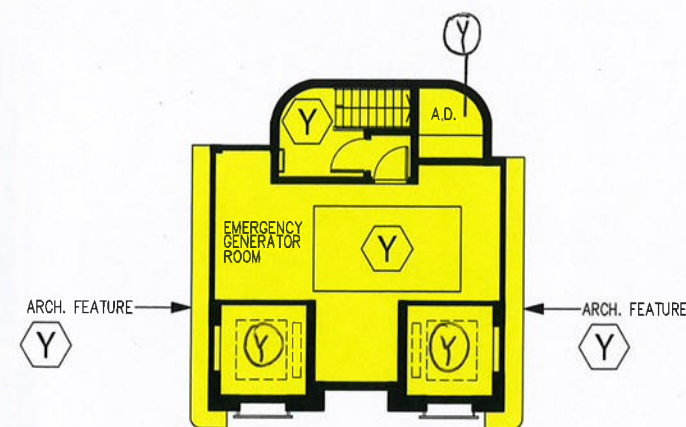
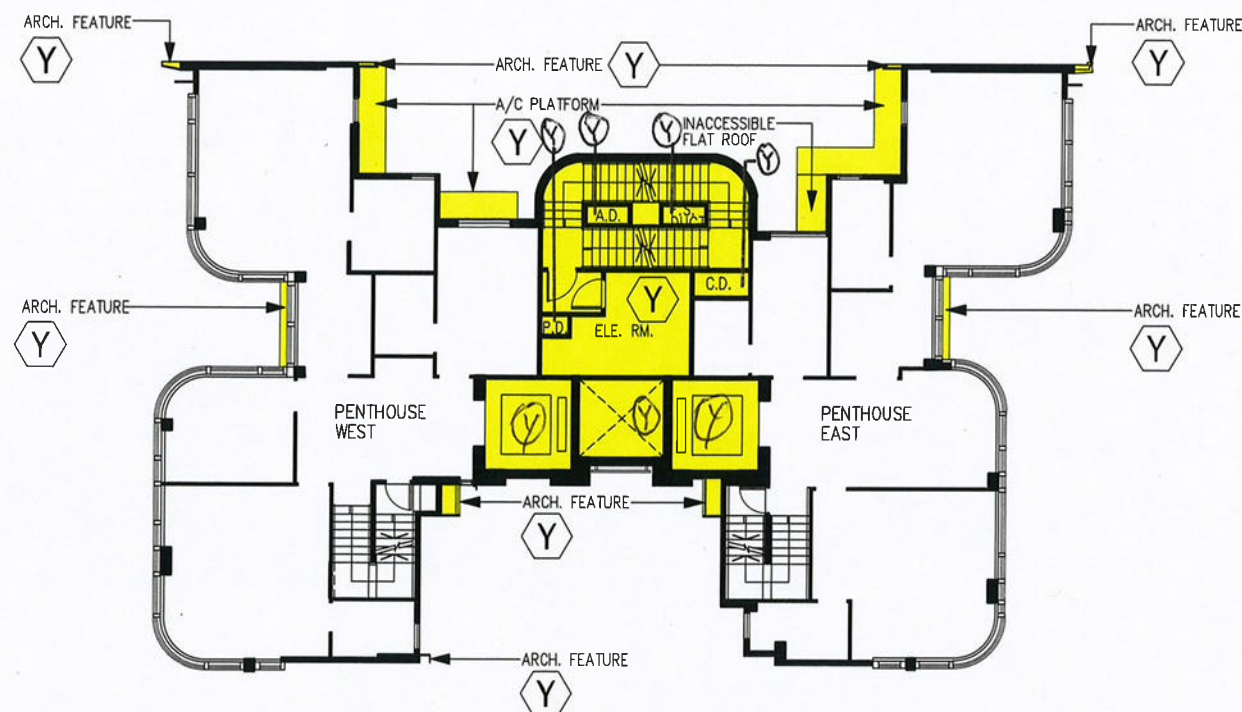
Drawing Title
DMC PLAN - TOWER FLOOR PLANS (2)

Project No. 17089KL
Scale 1:200 Issue Date 28 FEB 2023
Drawing No. A / DMC / 05

註冊摘要編號 Memorai No.:
24030801840094 A3C

AP's Signature
I HEREBY CERTIFY THE ACCURACY
OF THIS PLAN.

CHEUNG Man-Ching, Anthony
Authorized Person (Architect)
DATE OF CERTIFICATION: 28 FEB 2023



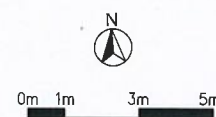
註冊摘要編號 Memorial No.:
24030801840094 A3C

ABBREVIATIONS:

P.D.	PIPE DUCT
A.D.	AIR DUCT
C.D.	CABLE DUCT
F.S. DUCT	FIRE SERVICE DUCT
ELE. RM.	ELECTRICITY ROOM
ARCH. FEATURE	ARCHITECTURAL FEATURE

LEGEND:

YELLOW-RESIDENTIAL COMMON AREAS AND FACILITIES



RONALD LU & PARTNERS

呂元祥建築師事務所

Project Title
**PROPOSED RESIDENTIAL
DEVELOPMENT AT
93 WATERLOO ROAD,
KIL 2145 S.C RP**

Drawing Title
DMC PLAN - TOWER FLOOR PLANS (3)

Project No. 17089KL
Scale 1:200 Issue Date 28 FEB 2023
Drawing No. A / DMC / 06

AP's Signature
I HEREBY CERTIFY THE ACCURACY
OF THIS PLAN.

CHEUNG Man-Ching, Anthony
Authorized Person (Architect)

DATE OF CERTIFICATION: 28 FEB 2023