

Dated the [•] day of [•] 20

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**URBAN RENEWAL AUTHORITY**

and

[•]

and

[•]

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**DEED OF MUTUAL COVENANT AND  
MANAGEMENT AGREEMENT**

of

**THE REMAINING PORTION OF  
KOWLOON INLAND LOT NO.11278**

---

**MAYER | BROWN**  
**孖士打**

IYCW/WKWC/22701430

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## **THIS DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT**

made the [●] day of [●]

### **BETWEEN:-**

- (1) **URBAN RENEWAL AUTHORITY** (市區重建局), a body corporate established under and by virtue of the Urban Renewal Authority Ordinance (Cap. 563 of the laws of Hong Kong) whose office is situate at 26<sup>th</sup> Floor, COSCO Tower, 183 Queen's Road Central, Hong Kong (hereinafter called the "**First Owner**" which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) [●] (hereinafter called the "**First Assignee**" which expression shall where the context so admits include his executors, administrators and assigns) of the second part; and
- (3) [●] whose registered office is situate at [●] (hereinafter called the "**DMC Manager**") of the third part.

### **WHEREAS:-**

- (A) Immediately prior to the Assignment to the First Assignee, the First Owner is the registered owner and is in possession of the Land and upon issue of the Certificate of Compliance in respect of the Land will become entitled to a Government lease thereof for the residue of a term of fifty (50) years commencing from the 30<sup>th</sup> day of June 2021 subject to and with the benefit of the Government Grant.
- (B) The First Owner has developed and is in the course of developing the Land in accordance with the Government Grant and the Building Plans.
- (C) For the purposes of sale the Land and the Development have been notionally divided into 119,080 equal Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.
- (D) The First Owner has already obtained the [Certificate of Compliance/Consent to Assign] 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) By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed the First Owner assigned unto the First Assignee All Those [●] equal undivided 119,080th parts or shares of and in the Land and the Development Together with the sole and exclusive right to hold use occupy and enjoy All [That/Those] [●] of the Development (the "**First Assignee's Unit**") Subject to and with the benefit of the Government Grant.
- (F) The parties hereto have agreed to enter into these presents for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Land and the Development and the Common Areas and Facilities therein and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect thereof and to provide for apportionment of the expenses of such management, maintenance, repair, renovation, insurance and service to be borne by the Owners.
- (G) The Director of Lands has given his approval to this Deed in accordance with Special Condition No.(26)(a) of the Government Grant.

NOW THIS DEED WITNESSETH as follows :-

## SECTION I

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

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

**“Accessible Car Parking Space”**

means the parking space in the Carpark provided in accordance with Special Condition No. (29)(c)(i) of the Government Grant for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap. 374 of the laws of Hong Kong), any regulations made thereunder and any amending legislation as shown and delineated on the Building Plans which for the purpose of identification only is shown coloured Pink and marked “09” on Basement 1 Plan of the DMC Plans;

**“AMR Outstations”**

means the outstation or outstations together with such facilities and associated equipment as may be required by the Water Authority (as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation) at its sole discretion on the Land or any part thereof or within the Development for automatic meter reading for fresh water supplies as referred to in Special Condition No. (45)(a) of the Government Grant and the locations of the AMR Outstations, for the purpose of identification only, are shown coloured Yellow and marked “AMR OUTSTATION” on Basement 1 Plan of the DMC Plans. For the avoidance of doubt, the AMR Outstations shall be delivered or deemed to have been delivered to the Water Authority in accordance with Special Condition No. (45)(g) of the Government Grant;

**“AMR Outstation Room”**

means part of the Development in which the AMR Outstations shall be installed which, for the purpose of identification only, is shown coloured Yellow and marked “AMR ROOM” on Basement 1 Plan of the DMC Plans;

**“Areas for Air-Conditioning”**

means the air-conditioner platforms (complying with the criteria set out in Appendix B of the Code of Practice on Access for External Maintenance 2021 or as amended or substituted from time to time) provided on the Non-enclosed Areas which for the purpose of identification only are marked “ACPF” on 6/F to 29/F Plan, 30/F Plan and 31/F to 35/F Plan of the DMC Plans (excluding the designated area, plinths or doghouses for installation of the air-conditioners respectively provided at flat roof forming part of the Residential Unit or common flat roofs forming parts of the Residential Common Areas and Facilities on 5<sup>th</sup> Floor of the Development);

**“Authority”**

means the Secretary for Home Affairs, unless the context otherwise indicates;

**“Authorized Person”**

means Chan Wan Ming of P&T Architects and Engineers Limited, and any other replacement authorized person for the time being appointed by the First Owner, under Section 4(1)(a) or (2) of the Buildings Ordinance (Cap. 123 of the laws of Hong Kong) as a co-ordinator of building works for the Development;

**“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 2/4052/20 and includes any amendment thereto as approved by the Building Authority;

**“Capital Expenditure”**

means expenditure of a capital nature or of a kind not expected to be incurred annually;

**“Caretaker’s Office”**

means the caretaker’s office located on the Third Floor of the Development which for the purpose of identification only is shown coloured Brown and marked “CARETAKER’S OFFICE” on 3/F Plan of the DMC Plans;

**“Car Parking Rules”**

means the rules and regulations as the Manager may from time to time make or implement (with the approval of the Owners’ Committee, if and when it is formed) governing the Carpark;

**“Carpark”**

means the whole of the car park areas for the Development constructed for the purposes of ingress and egress and parking of motor vehicles and motor cycles for such purposes respectively set out in the Government Grant and ancillary purposes in accordance with the Building Plans, and comprising the Parking Spaces, the Accessible Car Parking Space, the Visitor Parking Space and the Carpark Common Areas and Facilities;

**“Carpark Common Areas and Facilities”**

means and includes:-

- (a) the whole of the Carpark (except the Parking Spaces and the Accessible Parking Space and Visitor Parking Space) including but not limited to car lifts, fireman’s lift lobbies, hose reels, fan room (intake), electric rooms, exhaust air ducts, fan rooms (exhaust), extra low voltage rooms, fresh air duct, smoke vents, temporary refuge space, fresh air ducts (Carpark), hoistway, traction car lift machine room, such areas and facilities of and in the Land and the Development intended for the benefit of the Carpark as a whole or otherwise not of any individual Owner which for the purposes of identification only are shown coloured Green on the DMC Plans;
- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Carpark Common Areas and Facilities by the Owners in accordance with this Deed; and
- (c) the common parts (unless otherwise designated in this Deed) specified in Schedule 1 to the Ordinance of and in the Land and the Development intended for the benefit of the Carpark as a whole or otherwise not of any individual Owner

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

**“Certificate of Compliance”**

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

**“Clubhouse”**

means and includes the Residential Recreational Facilities and other recreational areas and facilities of the Development which are for the common use and benefit of all the residents of the Residential Accommodation and their bona fide visitors;

**“Club Rules”**

means such rules and regulations set down by the Manager (with the approval of the Owners’ Committee, if and when it is formed) from time to time with specific application to the Clubhouse and the use and enjoyment thereof;

**“Commercial Accommodation”**

means those parts of the Commercial Area (including the Commercial Units and such areas and/or facilities to be designated for the common use and benefit of the Commercial Area as a whole in accordance with proviso (i) of Clause 2.8(d) of this Deed before execution of the Sub-Deed of the Commercial Accommodation), all structural parts within the Commercial Accommodation (including but not limited to external walls and loading bearing walls, columns, beams and other structural supports serving exclusively the Commercial Accommodation), floor slabs serving exclusively the Commercial Accommodation, covers of all of smoke vents nos. A1, B1, A2 and B2 and their associated electrical and mechanical provisions, the Pedestrian Zone and other ancillary services, facilities, areas serving exclusively the Commercial Accommodation (but excluding the Commercial Common Areas and Facilities, the Commercial Car Parking Spaces and the Commercial Motor Cycle Parking Spaces). The Commercial Accommodation for the purposes of identification only are shown coloured Violet and Violet Cross-Hatched Black on the DMC Plans;

**“Commercial Area”**

means those parts of the Development constructed or to be constructed on the Land intended for use as non-industrial (excluding godown, hotel, petrol filling station and private residential) purposes in accordance with the Building Plans comprising the Commercial Accommodation and the Commercial Common Areas and Facilities;

**“Commercial Car Parking Space”**

means any one of the parking spaces in the Carpark provided in accordance with Special Condition No.(29)(b)(i) of the Government Grant for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374 of the laws of Hong Kong), any regulations made thereunder and any amending legislation for the part or parts of the Development used or to be used for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes as shown and delineated on the Building Plans, and for the purposes of identification only are marked “01”, “02”, “03”, “04”, “05”, “06”, “07” and “08” respectively on Basement 1 Plan of the DMC Plans;

**“Commercial Common Areas and Facilities”**

means and includes:-

- (a) the Passageway, the vertical greenings of the Greenery Areas (in so far as they form part of the Commercial Common Areas and Facilities) which for the purposes of identification only are shown coloured Pink Hatched Black and Pink Stippled Black on Ground Floor Plan and Elevation 2 of the DMC Plans;

- (b) the Accessible Car Parking Space and the Commercial Loading and Unloading Spaces which for the purposes of identification only are shown coloured Pink on Basement 1 Plan and Ground Floor Plan of the DMC Plans respectively;
- (c) the telecommunication and broadcasting equipment room (podium) which for the purposes of identification only is shown coloured Pink on Basement 2 Plan of the DMC Plans, the fireman’s lift lobbies on 1/F and 2/F and the associated temporary refuge spaces on 1/F and 2/F which for the purposes of identification only are shown coloured Pink on 1/F Plan and 2/F Plan of the DMC Plans respectively;
- (d) such areas and facilities to be designated under any Sub-Deed of the Commercial Accommodation for the common use and benefit of the Commercial Area as a whole; and
- (e) the common parts (unless otherwise designated in this Deed) specified in Schedule 1 to the Ordinance of and in the Land and the Development intended for the benefit of the Commercial Area as a whole or otherwise not of any individual Owner,

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

**“Commercial Loading and Unloading Spaces”**

means two spaces provided in accordance with Special Condition No.(30)(a)(i)(II) of the Government Grant for the loading and unloading of goods vehicles in connection with the Commercial Area as shown and delineated on the Building Plans, and for the purposes of identification only are shown coloured Pink and marked “LGV 2” and “LGV 3” respectively on the Ground Floor Plan of the DMC Plans;

**“Commercial Motor Cycle Parking Space”**

means any one of the three parking spaces in the Carpark provided in accordance with Special Condition No.(29)(d)(i)(II) of the Government Grant for the parking of motor cycles licensed under the Road Traffic Ordinance (Cap. 374 of the laws of Hong Kong), any regulations made thereunder and any amending legislation for the part or parts of the Development used or to be used for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes as shown and delineated on the Building Plans, and for the purpose of identification only are marked “M1”, “M2” and “M3” on Basement 1 Plan of the DMC Plans;

**“Commercial Unit”**

means (subject to the entering into of a Sub-Deed of the Commercial Accommodation) a shop in the Commercial Accommodation;

**“Common Areas and Facilities”**

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

**“Consent to Assign”**

means the certificate or letter from the Director of Lands granting consent to the First Owner to assign Undivided Shares of and in the Land together with the exclusive right

to hold, use, occupy or enjoy a part or parts of the Development before the issue of the Certificate of Compliance;

**“Covered Landscaped Area”**

means the covered landscaped area(s) located on Third Floor of the Development which for the purposes of identification only are respectively marked “Covered Landscaped Area” and coloured Brown Hatched Black and “Greenery Areas cum Covered Landscaped Area” and coloured Brown Hatched Black Stippled Black on 3/F Plan of the DMC Plans;

**“Deed”**

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

**“Development”**

means the whole of the development (comprising the Commercial Accommodation, the Residential Units, the Parking Spaces and the Common Areas and Facilities) constructed or in the course of construction on the Land in accordance with the Government Grant and the Building Plans and known as “eResidence Tower 3 (焕然懿居 第三座)”;

**“Development Common Areas and Facilities”**

means and includes :-

- (a) fire services water tank, fire services pump room, water meter cabinets, sprinkler water tank, sprinkler pump room, master water meter room, fan room, smoke vents, ventilation duct, AMR Outstation Room, cable riser, pipe ducts, fireman’s lift lobby, hose reels, fire services inlet, fire services access point, fire control centre, extra low voltage ducts, refuse storage and material recovery chamber, guard room (excluding that forming part of the Commercial Accommodation), run in/out, electric meter cabinets, hoistway, transformer room, switch room, gas pipe, pipe duct (fire services), Owners’ Committee office, electric meter rooms, emergency generator room, Greenery Areas (in so far as they form part of the Development Common Areas and Facilities) 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 purposes of identification only are shown coloured Yellow and Yellow Stippled Black on the DMC Plans;
- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Development Common Areas and Facilities by the Owners in accordance with this Deed; and
- (c) the common parts (unless otherwise designated in this Deed) specified in Schedule 1 to the Ordinance of and in the Land and the Development intended for common use and benefit of the Development as a whole

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

**“Development Rules”**

means the rules supplemental to this Deed governing the Development or any part or parts thereof from time to time in force made pursuant to the provisions of this Deed



and including without limitation the Car Parking Rules, the Club Rules and the Fit-out Rules;

**“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 Open Kitchen Units required to be implemented by the Buildings Department, the Fire Services Department and any other relevant Government authority, which includes any addition 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 Owner’s Premises”**

means any part or parts of the Land and the Development owned by the First Owner the sole and exclusive right to the use enjoyment and occupation of which have not been assigned or otherwise disposed of to an Owner or the Manager;

**“Fit-out Rules”**

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

**“Funding Proposal”**

means a proposal to be prepared by the Manager in relation to the amount and the schedule to be contributed by the Owners to the funds including but not limited to the Management Fund, the General Fund and the Special Fund for financing the costs of the maintenance items set out in the Maintenance Plan and the time when such contributions shall be made;

**“General Fund”**

means the general fund which shall be established and maintained by the Owners’ Corporation (if formed) pursuant to Section 20 of the Ordinance;

**“Government”**

means the Government of Hong Kong;

**“Government Grant”**

means the Agreement and Conditions of Grant by Private Treaty registered in the Land Registry as Conditions of Grant No.20380 and as the same may be modified, amended, varied or supplemented from time to time;

**“Greenery Areas”**

means the greenery areas including (i) portions of vertical greenings, planter, planter areas and the Greenery Areas cum Covered Landscaped Area which for the purpose of identification only are shown coloured Yellow Stippled Black, Pink Stippled Black, Brown Stippled Black and Brown Hatched Black Stippled Black on the DMC Plans (with details of their size (in area), locations and common access thereto clearly indicated thereon) and (ii) remaining portions of vertical greenings which for the purpose of identification only are shown coloured Violet and marked “VG” on the DMC Plans;

**“Hong Kong”**

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

**“Inspection Report”**

means the report to identify potential hazards that can deteriorate the building condition of the Development or any part or parts thereof and endanger the public safety through checking the conditions, safety and performance of the Common Areas and Facilities, identifying and diagnosing any defects, deficiencies, deteriorations and conditions thereof in order to formulate the necessary maintenance actions which shall cover all maintenance items set out in the Maintenance Plan, and include but not limited to all the scopes as required under the Mandatory Building Inspection Scheme implemented by the Buildings Department;

**“Land”**

means all that piece or parcel of land registered in the Land Registry as The Remaining Portion of Kowloon Inland Lot No.11278;

**“maintenance”**

means a combination of all technical, administrative and managerial actions intended to be taken to retain or restore the structure or item to a state which it can perform the required function in satisfactory manner and includes but is not limited to inspecting, testing, repairing, upholding, supporting, rebuilding, overhauling, paving, purging, scouring, cleansing, emptying, amending, keeping, replacing, redesigning, refurbishing, renovating, improving, decorating, painting and modifying or such of the foregoing as may be applicable in the circumstances and in the interest of good development management and “**maintain**” shall be construed accordingly;

**“maintenance items”**

means such item or items installed or provided at, on or in the Common Areas and Facilities which require maintenance;

**“Maintenance Manual”**

means the central repository document for information concerning the maintenance for the Works and Installations prepared (and as may from time to time be amended or revised) in accordance with the provisions of this Deed, and the information therein shall be used by the Owners and the Manager as a basis for planning of the Maintenance for the Development;

**“Maintenance Plan”**

means the document prepared (and as may from time to time be amended or revised) in accordance with the provisions of this Deed setting out all required maintenance actions and tasks, resources and time scale for the maintenance items together with the estimated costs in a prescribed period for the preparation of budgets and the Funding Proposal in connection with the maintenance of the Development;

**“Maintenance Window”**

means any of the windows of certain Residential Units on 7<sup>th</sup> Floor to 12<sup>th</sup> Floor and 15<sup>th</sup> Floor which are the Noise Mitigation Measures and which are for identification purposes only each shown marked with “Maintenance Window” on 6/F to 29/F Plan of the DMC Plan;

**“Management Expenses”**

means expenses, costs and charges necessarily and reasonably incurred in the management of the Development provided in this Deed which, except for the purpose of Clause 4.3 of Section IV of this Deed, shall include the Manager's Remuneration;

**“Management Fund”**

means a fund set up by the Manager to collect, receive, recover or hold all monies (except only the management fee deposit, debris removal fees, public water and electricity meters deposit, decoration / fit out deposit, the Manager's Remuneration and the Special Fund) pursuant to this Deed for the purpose of defraying the costs and expenses of recurring in nature including the following:- (a) the exercise of powers and the performance of duties under this Deed and the Ordinance by the Manager, (b) control, management and administration of the Land and the Development as a whole (including Government rent, rates, premiums (if any), taxes or other outgoings (if any)), or (c) repair or maintenance or renovation or improvement or decoration works for the Common Areas and Facilities;

**“Management Shares”**

means the shares allocated or to be allocated to the Units as set out in the FIRST SCHEDULE hereto for the purpose of determining the due proportion of the Management Expenses payable by each Owner;

**“Manager”**

means the DMC Manager or any other person who for the time being is, for the purpose of this Deed, managing the Development;

**“Manager's Remuneration”**

means the remuneration of the Manager as provided in this Deed;

**“Noise Mitigation Measures”**

means the noise mitigation measures which have been implemented for the Development in accordance with the recommendations in the noise impact assessment approved by the Director of Environmental Protection under Special Condition No. (47)(a) of the Government Grant and are set out in the FIFTH SCHEDULE hereto;

**“Non-enclosed Areas”**

means (i) the balconies or (ii) the combined balconies and utility platforms of the Residential Units which for the purpose of identification only are respectively shown and marked “BAL.” and “BAL. & UP” on the DMC Plans and the respective covered areas underneath such balconies or such combined balconies and utility platforms (as the case may be);

**“non-structural prefabricated external walls”**

means the non-structural prefabricated external walls being the green and innovative features provided in the Development which for the purposes of identification only are shown and marked by a green dashed line on the DMC Plans;

**“Occupation Permit”**

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

**“Open Kitchen”**

means the open kitchen provided within a Residential Unit in accordance with Clause C13.4 of the Code of Practice for Fire Safety in Buildings 2011 and such open kitchen

is for the purpose of identification only shown and demarcated by a red dashed line and marked "O. KIT." on the DMC Plans;

**"Open Kitchen Unit"**

means any of the Residential Units provided with the Open Kitchens as shown on the Building Plans which are set out in Part A of the FOURTH SCHEDULE hereto;

**"Ordinance"**

means the Building Management Ordinance (Cap. 344 of the laws of Hong Kong), any regulations made thereunder and any amending legislation thereof;

**"Owner"**

means each person in whom for the time being any Undivided Share(s) as set out in the First Schedule hereto of and in the Lot and the Development is vested and appears from the records at the Land Registry to be the owner of such Undivided Share(s) and every joint tenant or tenant in common of any Undivided Share(s), and (where any Undivided Share(s) 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(s) Provided that (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share(s) 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(s);

**"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 Ordinance;

**"Parking Space"**

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

**"Passageway"**

means such portion of the Land which is for the purpose of identification only shown coloured Pink Hatched Black and marked "PASSAGEWAY" on Ground Floor Plan of the DMC Plans;

**"Pedestrian Zone"**

means such portions of the Land which is for the purpose of identification only shown coloured Violet Cross-Hatched Black and marked "PEDESTRIAN ZONE" on Ground Floor Plan of the DMC Plans;

**"Qualified Professional"**

means any consultant or professional possessing the relevant qualification, which includes but is not limited to authorized person as defined in section 2 of the Buildings Ordinance (Cap. 123 of the laws of Hong Kong), registered structural engineer as defined in section 2 of the Buildings Ordinance (Cap. 123 of the laws of Hong Kong), registered architect under the Architects Registration Ordinance (Cap. 408 of the laws of Hong Kong), registered professional surveyor as defined in the Surveyors Registration Ordinance (Cap. 417 of the laws of Hong Kong) and registered professional engineer as defined in the Engineers Registration Ordinance (Cap. 409 of

the laws of Hong Kong) but excludes the Manager or any employee of the Manager. The Qualified Professional shall not in any event be related to the Manager;

**“Rain Water Harvesting Plant Room”**

means such portion and the associated pipe ducts of the Development in Basement 1 which is for the purpose of identification only shown coloured Violet and marked “RAIN WATER HARVESTING PLANT ROOM” on Basement 1 Plan of the DMC Plans;

**“RCHD”**

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

**“RCHE”**

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

**“Residential Accommodation”**

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

**“Residential Car Parking Space”**

means any one of the parking spaces in the Carpark provided in accordance with Special Condition No.(29)(a)(i) of the Government Grant for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374 of the laws of Hong Kong), any amending regulations made thereunder for the part or parts of the Development used or to be used for residential purposes as shown and delineated on the Building Plans, and for the purposes of identification only are respectively marked “11”, “12” and “13” on Basement 1 Plan and “14”, “15”, “16”, “17”, “18”, “19”, “20”, “21”, “22”, “23”, “24”, “25”, “26”, “27” and “28” on Basement 2 Plan of the DMC Plans;

**“Residential Common Areas and Facilities”**

means and includes :-

- (a) lift pits, lifts, lift lobbies, Visitor Parking Space, potable and flushing water tank and pump room (domestic), smoke vents, telecommunication and broadcasting equipment room (tower), Residential Loading and Unloading Space, fireman’s lift lobbies, residential lobby, extra low voltage duct, lift shafts, planters, planter areas, temporary refuge spaces, children’s play area, indoor kids play area, caretaker’s office, accessible unisex toilet, common flat roofs, hose reels, pipe ducts (fire services), pipe ducts, water meter cabinets, refuse storage and material recovery rooms, horizontal acoustic fins at 7/F to 12/F and 15/F, maintenance flat roof and greenery at 30/F only, flushing water tank and pump room, potable water tank, potable water and irrigation water tank and pump room, inaccessible flat roof, game rooms, store room, portions of flat roofs (excluding those forming parts of the Residential Units) where maintenance of the drainage pipes covered by the exterior perforated metal architectural features may be carried out for the benefit of all Residential Units, which for the purposes of identification only are shown coloured Brown on 5/F Plan of the DMC Plans, reinforced concrete slabs (for top of balcony and utility

platform), reinforced concrete slabs (for top of balcony), sitting area, function room 1, lavatories, function room 2, yoga room, gymnasium, accessible unisex toilet, female lavatory, male lavatory, flat roofs below, flat roof (refuge area), lift machine rooms, upper part of lift machine room, upper part of staircase, lift platforms, Greenery Areas (in so far as they form part of the Residential Common Areas and Facilities), Covered Landscaped Area, Greenery Areas cum Covered Landscaped Area, waterproofing layer underneath the finishes of the flat roof of each Unit on 5/F or the finishes of the roof of each Unit on 35/F, architecture fins and features (if any), window fins, vertical down pipes for discharging air-conditioner condensate water and rain water existing in the Development, non-structural prefabricated external walls, all structural parts and reinforced concrete slab within the Residential Units (but excluding the finishes covering the surfaces thereof), such areas and facilities of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner which for the purposes of identification only are shown coloured Brown, Brown Hatched Black, Brown Stippled Black and Brown Hatched Black Stippled Black on the DMC Plans;

- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Residential Common Areas and Facilities by the Owners in accordance with this Deed; and
- (c) the common parts (unless otherwise designated in this Deed) specified in Schedule 1 to the Ordinance of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner

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

**“Residential Loading and Unloading Space”**

means the space provided in accordance with Special Condition No.(30)(a)(i)(I) of the Government Grant for the loading and unloading of goods vehicles in connection with the Residential Accommodation as shown and delineated on the Building Plans, and for the purpose of identification only is shown coloured Brown and marked “LGV 1” on Ground Floor Plan of the DMC Plans;

**“Residential Motor Cycle Parking Space”**

means the parking space in the Carpark provided in accordance with Special Condition No.(29)(d)(i)(I) of the Government Grant for the parking of motor cycles licensed under the Road Traffic Ordinance (Cap. 374 of the laws of Hong Kong), any regulations made thereunder and any amending legislation for the part or parts of the Development used or to be used for residential purpose as shown and delineated on the Building Plans, and for the purpose of identification only is marked “M4” on Basement 1 Plan of the DMC Plans;

**“Residential Recreational Facilities”**

means the recreational facilities and facilities ancillary thereto constructed in accordance with Special Condition No.(20) of the Government Grant on Third Floor and Thirty-sixth Floor of the Development, which for the purpose of identification only are shown coloured Brown on 3/F Plan and 36/F Plan of the DMC Plans (insofar as such facilities are identifiable thereon);

**“Residential Unit”**

means a self-contained unit including (if any):-

- (a) interior plaster and other internal covering of external walls enclosing the unit,
- (b) interior plaster and other internal covering of the internal surface of enclosing walls abutting on the Common Areas and Facilities,
- (c) all non-structural internal walls, partitions or elements within the unit,
- (d) interior plaster and other covering of the internal surface of all non-structural internal walls, partitions or elements within the unit,
- (e) in case of a non-structural party wall adjoining two self-contained units only up to the mid-point of such party wall,
- (f) the Noise Mitigation Measures (if any) within the unit (excluding those forming parts of the Residential Common Areas and Facilities), fire services provisions within the unit,
- (g) the Non-enclosed Areas (including glass, parapets, balustrade or the replacement thereof),
- (h) windows (whether openable or non-openable), window frames and sealant around window frames,
- (i) portions of flat roof (excluding those forming parts of the Residential Common Areas and Facilities),
- (j) waterproofing layer within the unit (including the Non-enclosed Areas but for the avoidance of doubt, excluding the waterproofing layer underneath the finishes of the flat roof of each Unit on 5/F and the waterproofing layer underneath the finishes of the roof of each Unit on 35/F),

of and in the Residential Accommodation intended to be used for private residential occupation in accordance with the Building Plans;

**“Slope Maintenance Manual”**

means the maintenance manual for the Slopes and Retaining Walls (if any) prepared in accordance with “Geoguide 5 – Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended or substituted from time to time);

**“Slopes and Retaining Walls”**

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

**“Special Fund”**

means a special fund to be set up and maintained 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 Ordinance;

**“Sub-Deed”**

means any sub-deed of mutual covenant to be entered into in respect of any part of the Land and the Development and “**Sub-Deeds**” shall be construed accordingly;

**“Undivided Share”**

means an equal undivided part or share of and in the Land and of and in the Development allocated in accordance with the FIRST SCHEDULE hereto or in accordance with any Sub-Deed;

**“Unit”**

means a Residential Unit, the Commercial Accommodation or (after the entering into of a Sub-Deed in respect of the Commercial Accommodation) a Commercial Unit, a Residential Car Parking Space, a Commercial Car Parking Space, a Residential Motor Cycle Parking Space, a Commercial Motor Cycle Parking Space, or any part of the Development to which Undivided Shares have been or will be allocated under this Deed or any Sub-Deed save and except the Common Areas and Facilities and shall have the same definition as “flat” under the Ordinance;

**“Visitor Parking Space”**

means the parking space in the Carpark provided in the Development in accordance with Special Condition No.(29)(a)(ii) of the Government Grant for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374 of the laws of Hong Kong), any regulations made thereunder and any amending legislation as shown and delineated on the Building Plans, and for the purpose of identification only is shown coloured Brown and marked “10” on Basement 1 Plan of the DMC Plans;

**“window”**

in relation to any Residential Unit, means:-

- (a) any louvres and openable window of such Residential Unit;
- (b) any non-openable window of such Residential Unit; and
- (c) (if the window is subject to the Noise Mitigation Measures) any Maintenance Window,

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 Development requiring maintenance as listed out in a schedule of the Works and Installations (“**Schedule of Works and Installations**”) in the SIXTH SCHEDULE hereto.

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



## SECTION II

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

- 2.1 The First Owner shall at all times hereafter, subject to and with the benefit of the Government Grant, 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 the Common Areas and Facilities and SUBJECT TO the rights and privileges granted to the First Assignee by the aforesaid Assignment and SUBJECT TO the provisions of this Deed.
- 2.2 The First Assignee shall at all times hereafter subject to and with the benefit of the Government Grant and these presents have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the First Assignee's Unit assigned to the First Assignee by the said Assignment together with the appurtenances thereto and subject to Special Condition No.(53) of the Government Grant, the entire rents and profits thereof.
- 2.3 Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the Owner from time to time entitled thereto subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed (including but not limited to those provided in the SECOND SCHEDULE and the THIRD SCHEDULE hereto).
- 2.4 The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained in this Deed and in the THIRD SCHEDULE hereto and such Owner shall comply with the Development Rules from time to time in force so far as the same are binding on such Owner.
- 2.5 SUBJECT to the restriction on alienation of the Starter Homes Unit (as defined in Special Condition No.(53)(j)(v) of the Government Grant) under the Government Grant (where applicable), every Owner shall have the full right and liberty without reference to any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Land and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Development which may be held therewith

#### PROVIDED THAT:-

- (a) any such transaction shall be made expressly subject to and with the benefit of this Deed; and
- (b) the Residential Car Parking Spaces and Residential Motor Cycle Parking Space shall not be assigned except -
- (i) together with Undivided Shares giving the right of exclusive use and possession of a Residential Unit; or
  - (ii) to a person who is already the Owner of Undivided Shares in the Land and the Development with the right of exclusive use and possession of a Residential Unit

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

- (c) the Commercial Car Parking Spaces and Commercial Motor Cycle Parking Spaces shall not be assigned except
    - (i) together with Undivided Shares giving the right of exclusive use and possession of the Commercial Accommodation or (as the case may be) a Commercial Unit; or
    - (ii) to a person who is already the Owner of Undivided Shares in the Land and the Development with the right of exclusive use and possession of the Commercial Accommodation or (as the case may be) a Commercial Unit.
- 2.6
- (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS that the provisions of this Clause, subject to the Government Grant, do not extend to any lease or tenancy or licence with a term not exceeding ten (10) years.
  - (b) The right to the exclusive use, occupation and enjoyment of the flat roof, the Areas for Air-Conditioning and the Non-enclosed Area (if any) appertaining to a Residential Unit shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from a Residential Unit with which such flat roof, Areas for Air-Conditioning and Non-enclosed Area (if any) are held.
- 2.7
- (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.
  - (b) Every Owner of a 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.
  - (c) Every Owner of the Commercial Accommodation or a Commercial Unit (as the case may be), 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 Commercial Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Commercial Accommodation or a Commercial Unit (as the case may be).
  - (d) Every Owner of a Parking Space, 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 Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Parking Space.
  - (e) In each of the above cases, the right and liberty shall be subject to the provisions of this Deed, the rights of the Manager and the Development Rules.

2.8 For the avoidance of doubt and notwithstanding any provisions herein contained, the Owner of the Commercial Accommodation, or any part(s) thereof, shall have the right at any time(s) and from time to time as he shall think fit to do all or any of the following acts or deeds and to exercise all or any of the following rights:-

- (a) Subject to the Government Grant, the Owner or occupiers of the Commercial Accommodation shall have the exclusive right to erect or affix or paint on or to the exterior of or the external walls of his Unit flags, poles, awning, banners, sunshades, sculptures, signs, signboards, advertisements and light-emitting diode (LED) displays (collectively called “**Signs**”) subject to the following conditions:-
  - (i) Detailed specifications, plans and drawings of the Signs and the erection, fixing or installation works thereof (collectively called “**Signage Installation Works**”) shall first be submitted for approval by the Manager (which approval shall not be unreasonably withheld) together with payment of the administrative fee to the Manager as the Manager shall reasonably charge Provided That the administrative fee so received shall be credited to the Special Fund and for the avoidance of doubt, no Signs shall be erected or affixed or painted and no Signage Installation Works shall be carried out without the prior written approval of the Manager.
  - (ii) In addition, all other necessary consents and permissions from the relevant Government authorities shall first be obtained before commencement of the Signage Installation Works and all relevant laws, regulations and rules in force in Hong Kong from time to time shall be complied with.
  - (iii) The Signs and the Signage Installation Works shall not cause any damage to the Development or cause the maximum loading weight of the relevant part of the external walls of the Development to be exceeded or cause any material nuisance to the other Owners and occupiers of the Development or otherwise interfere with the use and enjoyment by the other Owners and occupiers of their Units.
  - (iv) The Owner or occupier of the Commercial Accommodation shall insure and keep insured the Signs and the Signage Installation Works owned by him against third party risks or liability in such sum as the Manager shall require and the Owner or occupier of the Commercial Accommodation shall indemnify and keep indemnified the Manager and all other Owners and occupiers of the Development against all losses damages liabilities claims expenses and costs in respect of the Signage Installation Works and the Signs and any damage caused to any person or property in connection therewith.
  - (v) The Owner and occupier of the Commercial Accommodation shall at his sole cost and expense paint, repair, maintain and keep in good clean and safe repair and condition at all times to the reasonable satisfaction of the Manager his own external wall spaces and any part thereof and the Signs and any other signs, signboards, advertisements, relevant supporting frames thereof, or other erections, installations, fixtures or fittings thereto or thereon and if there shall be any default by the Owner or occupier of the Commercial Accommodation, the Manager shall, on prior reasonable notice (except in case of emergency) and without prejudice to other rights and remedies have the right to carry out all necessary painting repair and maintenance works at the costs and expenses of the defaulting Owner or occupier of the Commercial Accommodation who

shall bear and pay all such costs and expenses on demand by the Manager 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 expenses and shall be liable for any act or omission involving criminal liability, wilful act, dishonesty or negligence on the part of the Manager or its employees, agents or contractors in the course of exercising the aforesaid rights in this sub-clause (a)(v).

- (b) The right to partition and sub-divide the Commercial Accommodation, or any part(s) thereof, owned by him into such number of portions (subject to compliance with the Buildings Ordinance (Cap. 123 of the laws of Hong Kong) and any other relevant ordinances, regulations and by-laws applicable thereto and to this Deed) as such Owner shall think fit PROVIDED THAT the exercise of the right under this sub-clause (b) shall not interfere with another Owner's right to hold, use, occupy and enjoy the part of the Commercial Accommodation which such another Owner owns.
- (c) Subject to the approval of the Director of Lands, the right to allocate, re-allocate and/or sub-allocate the Undivided Shares and/or Management Shares to any part(s) of the Commercial Accommodation PROVIDED THAT the exercise of this right shall not interfere with another Owner's right to hold, use, occupy and enjoy the part of the Commercial Accommodation which he owns.
- (d) The right to enter into one or more Sub-Deed(s) in respect of the Commercial Accommodation, or any part(s) thereof, with any other Owner or Owners of the sub-divided portion(s) of the Commercial Accommodation, or any part(s) thereof, to regulate and define their rights and obligations

PROVIDED THAT :-

- (i) the potable and flushing water tank and pump room on B1/F, the Rain Water Harvesting Plant Room on B1/F, water meter cabinets on G/F and 2/F respectively, air-conditioner plant rooms on 1/F and 2/F respectively, janitor store on 1/F and the exhaust air duct on 1/F and such areas and/or facilities within the Commercial Accommodation for the benefit of all the Owners of the Commercial Accommodation shall be designated as part of the Commercial Common Areas and Facilities under the first Sub-Deed(s) in respect of the Commercial Accommodation for the benefit of all the Owners of the Commercial Accommodation;
- (ii) the common areas and facilities in such Sub-Deed(s) together with any Undivided Share(s) allocated thereto shall be assigned to and vested in the Manager upon execution of such Sub-Deed(s) and in accordance with the Government Grant;
- (iii) no such Sub-Deed(s) shall conflict with any provision hereof or any conditions of the Government Grant or any other Sub-Deed(s); and
- (iv) such Sub-Deed(s) shall require the approval of the Director of Lands but where the Director of Lands is satisfied upon submission of the draft Sub-Deed(s) that the Sub-Deed(s) relate(s) only to the internal sub-division of the Commercial Accommodation, or any part(s) thereof, and by the Sub-Deed(s) there will be no alteration to the Common Areas and Facilities created under this Deed or liability for management or other charges under this Deed, the Director of

Lands may in its absolute discretion waive the requirement of approval of such Sub-Deed(s).

- (e) The right to allocate lavatories (if any) or other areas or facilities within the Commercial Accommodation or any part(s) thereof owned by him for the exclusive use of any sub-divided portion(s) of the Commercial Accommodation or any part(s) thereof owned by him.
- (f) The right to designate or re-designate or alter the user of the Commercial Accommodation or any part(s) thereof owned by him, without the concurrence or approval of any other Owners or other person having an interest in the Land and the Development and no such designation, re-designation or alteration shall give the other Owners any right of action against such Owner but nothing herein shall absolve such Owner from the requirements of obtaining the prior written consent of the Government pursuant to the Government Grant (if necessary) and/or other Government authorities and PROVIDED FURTHER THAT the exercise of the right under this sub-clause shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units and ALSO PROVIDED THAT the exercise of the right under this sub-clause shall comply with the Buildings Ordinance (Cap. 123 of the laws of Hong Kong) and any other relevant ordinances, regulations and by-laws applicable thereto and shall not contravene the terms and conditions contained in the Government Grant.
- (g) The right to alter, re-arrange or demolish the whole of or any part or parts of the Commercial Accommodation or any part(s) thereof owned by him and to replace or construct or re-construct thereon any structure in such manner as such Owner thinks fit without the concurrence or approval of the other Owners but nothing herein shall absolve such Owner from the requirements of obtaining the prior written consent of the Director of Buildings (if necessary) and any other statutory Government authorities pursuant to the Government Grant (if necessary) and/or any applicable Ordinances or regulations made thereunder and PROVIDED FURTHER THAT the exercise of the right under this sub-clause shall not contravene the terms and conditions contained in the Government Grant and shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units and ALSO PROVIDED THAT the exercise of the right under this sub-clause shall comply with the Buildings Ordinance (Cap. 123 of the laws of Hong Kong) and any other relevant ordinances, regulations and by-laws applicable thereto.
- (h) The right to solely and exclusively manage the Commercial Accommodation, or any part(s) thereof, owned by him in such manner as he may in his absolute discretion think fit subject to the Government Grant, this Deed, the Development Rules and any Sub-Deed(s) to be entered in respect of the Commercial Accommodation.

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

or receiver (as the case may be) to assign such Undivided Shares together with the Common Areas and Facilities and transfer the management responsibility to it free of costs or consideration and in which event the Manager shall assign free of costs or consideration the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities and transfer free of costs or consideration the management responsibility to the Owners' Corporation which shall hold such Undivided Shares and the Common Areas and Facilities on trust for the benefit of all the Owners.

### SECTION III

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

3.1 The First Owner (which shall for the purpose of Clause 3 exclude its assigns) shall for as long as it remains the beneficial owner of any Undivided Share have the sole and absolute right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights:-

- (a) The right to change, amend, vary, add to or alter the Building Plans existing at the date hereof in respect of the First Owner's Premises without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Lands or other Government authorities pursuant to the Government Grant PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit.
- (b) Subject to the prior written approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed, the right to apply to negotiate and agree with the Government to amend, vary or modify the Government Grant (including the plan(s) annexed thereto) in such manner as the First Owner may deem fit and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner

PROVIDED THAT:-

- (i) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit; and
  - (ii) any premium as may be required for the said amendments, variations or modifications shall be borne by the First Owner; and
  - (iii) any payment received arising out of or in connection with the exercise of this right shall be credited to the Special Fund; and
  - (iv) the reservation of the First Owner's right to execute any such documents affecting the Land as agent for the Owners shall be included in the first assignment to the Owner (as purchaser) of each Unit.
- (c) Subject to the prior written approval of the Owners by a resolution of Owners at an Owners' meeting convened under this Deed, the right to affix, maintain, alter, renew and remove any one or more chimneys, flues, pipes or any other structures or facilities within any part or parts of the Common Areas and Facilities for the purpose of supplying utility services to the Lot and the Development

PROVIDED THAT:-

- (i) they shall not interfere with any other Owner's right to hold, use occupy or enjoy his Unit or impede or restrict his access to and from his Unit; and
- (ii) such chimneys, flues, pipes or any other structures or facilities shall be for the common use and enjoyment of all the Owners entitled to use such Common

Areas and Facilities and any consideration received therefor shall be credited to the Special Fund for the benefit of all the Owners

AND the right to enter into and upon any part of the First Owner's Premises and the Common Areas and Facilities with or without workmen and equipment at all reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes aforesaid AND the right to license or otherwise permit or grant the right so to do to any other person (except where it concerns the Common Areas and Facilities) on such terms as the First Owner may deem fit. Any payment received for the approval must be credited to the Special Fund.

- (d) The right to change the name of the Development at any time and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner upon giving six (6) months' prior written notice to the Owners.
- (e) The right to dedicate to the public any part or parts of the First Owner's Premises for the purposes of passage with or without vehicles or in such manner as the First Owner shall in its absolute discretion deem fit PROVIDED THAT in making such dedication the First Owner shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit.
- (f) The right to enter into a Sub-Deed in respect of any part or parts of the First Owner's Premises PROVIDED THAT such Sub-Deed shall not conflict with the provisions of this Deed or any conditions of the Government Grant, nor affect the rights, interests or obligations of the other Owners bound by this Deed and any other previous Sub-Deed and shall be subject to the approval of the Director of Lands, unless the requirement of approval is otherwise waived by the Director of Lands.
- (g) Subject to the prior written approval of the Owners' Corporation (if formed) or the Owners by a resolution of the Owners passed at an Owners' meeting convened under this Deed, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by modification of the Government Grant or licence for the benefit of the Land and the Development on such terms and conditions and from such persons as the First Owner shall deem fit and the expenses which are not expected to be incurred annually shall be paid out of the Special Fund or otherwise shall be paid out of the Management Fund.
- (h) Subject to the prior written approval of the Owners' Corporation (if formed) or the Owners by a resolution of the Owners passed at an Owners' meeting convened under this Deed and subject to the Government Grant, the right to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as the First Owner shall deem appropriate



PROVIDED THAT:-

- (i) the exercise of this right shall not contravene the provisions of the Government Grant;
  - (ii) the exercise of this right shall not interfere with an Owner's right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict access to or from his Unit; and
  - (iii) any payment received shall be credited to the Special Fund.
- (i) Without prejudice to the generality of Clause 3.1(g) and Clause 3.1(h) above and subject to the prior written approval of the Owners' Corporation (if formed) or the Owners by a resolution of the Owners passed at an Owners' meeting convened under this Deed, the right, with or without joining any other Owner, to enter into any deed or deeds of grant of easement with the owners and/or occupiers of the adjacent land at any time or times and on such terms and subject to such conditions as the First Owner may deem appropriate, and to enter into any deed or deeds, at any time or times, to vary, amend or otherwise alter the terms, conditions or covenants of or contained in such deed or deeds so long as the same shall not affect any Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict any Owner's access to and from his Unit or be in conflict with the terms and conditions of the Government Grant, this Deed and any Sub-Deed PROVIDED THAT any payment received shall be credited to the Special Fund.
- (j) Subject to the Government Grant and this Deed, the right without the concurrence or approval of other Owners to adjust and/or allocate and from time to time re-allocate the Undivided Shares and Management Shares retained by the First Owner to any of the Units and the Undivided Shares and Management Shares relating thereto and the fraction which each such Undivided Share and Management Share bears to the whole PROVIDED THAT such adjustment, allocation and/or re-allocation :-
- (i) shall be subject to the approval of the Director of Lands;
  - (ii) shall not affect other Owners' sole and exclusive right and privilege to hold, use, occupy and enjoy their part or parts of the Development;
  - (iii) shall not affect other Owners' right, interest and enjoyment in the Development;
  - (iv) shall not increase the proportion of other Owners' contribution to the Management Expenses; and

PROVIDED FURTHER THAT the total number of the Undivided Shares and Management Shares shall remain the same after such adjustment, allocation or re-allocation.

- (k) Subject to the prior approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed, the right to designate and declare from time to time by deed any part or parts of the Land and the Development the sole and exclusive right to hold, use, occupy and enjoy of which, and to receive the rents and profits in respect of which, is vested in the First Owner to be additional Common Areas and Facilities (whether Commercial Common Areas and Facilities, Development Common Areas and Facilities, Residential Common Areas and Facilities or Carpark Common Areas

and Facilities) and subject to the approval of the Director of Lands to sub-allocate Undivided Shares thereto whereupon with effect from such designation or declaration as aforesaid such additional Common Areas and Facilities shall form part of the Common Areas and Facilities and the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Common Areas and Facilities and the Undivided Shares of such additional Common Areas and Facilities shall as soon as practicable thereafter be assigned to the Manager or the Owners' Corporation (if formed) (as the case may be) in accordance with this Deed on trust for and on behalf of all the Owners PROVIDED THAT:-

- (i) no Owner (including the First Owner) and no Manager shall have the right to re-convert or re-designate such additional Common Areas and Facilities to his or its own use or benefit;
- (ii) the First Owner shall assign to and vest in the Manager or the Owners' Corporation (if formed) (as the case may be) free of costs or consideration the Undivided Shares allocated to such additional Common Areas and Facilities together with such additional Common Areas and Facilities subject to and with the benefit of the Government Grant and this Deed and the Manager or the Owners' Corporation (if formed) (as the case may be) shall hold the Undivided Shares allocated to such additional Common Areas and Facilities together with such additional Common Areas and Facilities in the same manner as provided in Clause 2.9; and
- (iii) the First Owner shall prepare or cause to be prepared a set of the plans showing the additional Common Areas and Facilities certified as to their accuracy by or on behalf of the Authorized Person to be kept at the management office for inspection by all the Owners during normal business office hours of the Manager free of costs and charges.

Notwithstanding anything contained in the foregoing provision to the contrary, the exercise of the above rights and privileges contained in this Clause 3.1 shall not interfere with the other Owners' right to hold, use occupy and enjoy their Units and shall not impede other Owners' access to and from their Units and shall also not unreasonably interfere with the use and enjoyment of the Common Areas and Facilities by such other Owners PROVIDED THAT any works (if required) shall be carried out, and any damage or loss (if caused to any part or parts of the Development or to the property of any Owner) shall be made good, at the cost and expense of the First Owner with due diligence in accordance with or in compliance of the provisions of the Government Grant and all applicable legislation causing least disturbances and without negligence or delay. The costs involved in exercising the above rights and privileges contained in this Clause 3.1 shall be borne by the First Owner solely.

3.2 The Owners hereby jointly and severally and irrevocably APPOINT the First Owner as their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 3.1 above AND the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned appointment and grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.

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

“The Purchaser covenants with the Vendor and its successors assigns and attorneys to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression “the Covenantee Purchaser”) and shall enure for the benefit of the Development and be enforceable by the Vendor and its successors and assigns that :-

- (i) the Covenantee Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on Urban Renewal Authority (“URA” which expression shall include its successors and attorneys) under Clause 3.1 of [\*a Deed of Mutual Covenant and Management Agreement dated the [ ] day of [ ] / the Deed of Mutual Covenant and Management Agreement (\*note: please revise if appropriate.)] and the Covenantee 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 URA;
- (ii) the Covenantee Purchaser shall, if required by URA, do everything necessary, including giving express consents in writing to the exercise of the said rights by URA, to facilitate the exercise of the said rights by URA;
- (iii) the Covenantee Purchaser hereby expressly and irrevocably appoints URA to be its attorney and grants unto URA 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 Covenantee 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 URA as aforesaid with the full power of delegation and the Covenantee Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
- (iv) in the event of the Covenantee Purchaser selling or otherwise disposing of the Property, the Covenantee Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

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

## SECTION IV

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

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

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

- (ii) The resolution under Clause 4.1(c)(i) shall have effect only if:-
  - (1) such notice of termination of appointment is in writing;
  - (2) provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with the 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) such notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
  - (4) such notice and the copy of the resolution is 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 Clause 4.1(c)(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 Clause 4.1(c)(i):-
  - (1) only the Owners of Undivided Shares who pay or who are liable to pay contribution towards the Management Expenses relating to those Undivided Shares shall be entitled to vote;
  - (2) the reference in Clause 4.1(c)(i)(2) to "the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate who are entitled to vote.
- (v) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, Clauses 4.1(c)(i), (ii), (iii) and (iv) apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.
- (vi) Clause 4.1(c)(v) operates without prejudice to any other power there may be in a contract for the appointment of 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 Clause 4.1(c):-
  - (1) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if formed); and

- (2) if no such appointment is approved under Clause 4.1(c)(vii)(1) above by the time the notice expires, the Owners' Corporation (if formed) may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.
  - (viii) This Clause 4.1(c) is subject to any notice relating to the Development that may be published by the Authority under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that section.
  - (ix) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation (if formed) has appointed a Manager under Clause 4.1(c)(vii)(2) above, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under Clause 4.1(c)(vii)(2) above that may otherwise render that person liable for a breach of that undertaking or agreement.
  - (d) (i) Subject to Clause 4.1(d)(ii), if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 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 formed) or the Owners.
  - (ii) If the Manager's appointment ends for any reason, the Manager shall within two (2) months of the date the Manager's appointment ends:-
    - (1) prepare 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 Ordinance) or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
    - (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 Clause 4.1(d)(ii)(1) and have not been delivered under Clause 4.1(d)(i).
- 4.2 In the event of the Manager giving notice as hereinbefore provided or in the case of the Manager being dismissed the Manager shall convene a meeting of the Owners' Committee to elect a manager to take its place or in the case of the Manager being wound up or having a receiving order made against it or failing to convene a meeting of the Owners' Committee as aforesaid a meeting of the Owners' Committee may be convened to elect a manager to take its place and such meeting shall elect a manager who shall at the conclusion of the meeting of the Owners'

Committee aforesaid thereupon and henceforth become vested with all the powers and duties of the Manager hereunder.

- 4.3 The annual remuneration of the Manager for the performance of its duties hereunder shall be ten per cent (10%) of the total annual expenses, costs and charges reasonably and necessarily incurred in the management of the Land and the Development (the total annual expenses, costs and charges, for the purposes of this Clause, shall exclude the Manager's Remuneration, the Government rent, any Capital Expenditure or expenditure drawn out of the Special Fund PROVIDED THAT by a resolution of Owners at an Owners' meeting convened under this Deed, any Capital Expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate of ten per cent (10%), or at such lower rate as the Owners may consider appropriate). The Manager's Remuneration shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses and fees for any staff, facilities, legal, professional, accounting and administration services and all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs, expenses, fees and disbursements shall be a direct charge on the Management Fund. No variation of the percentage of the annual remuneration of the Manager may be made except with the approval by a resolution of Owners duly passed at a meeting of Owners convened under this Deed. The Manager's Remuneration shall be paid in advance on the first day of each calendar month by deductions made by the Manager from the monthly Management Expenses collected from the Owners, and such deductions shall be in priority to all other payments to be made out of the Management Expenses.
- 4.4 Any over-payment of the Manager's Remuneration in the year in question shall be refunded and be paid by the Manager into the Management Fund within twenty-one (21) days of the completion of the auditing of the annual accounts for such year, and any adjustment payment that needs to be made by the Owners to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year calculated in accordance with Clause 4.3 shall likewise be made within twenty-one (21) days of the completion of the auditing of the annual accounts for such year.
- 4.5 (a) Subject to sub-clauses (c), (e), (f) and (h) of this Clause, the total amount of Management Expenses payable by the Owners during any financial year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this Clause.
- (b) The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if formed) except the first budget which shall cover the period from the date of this Deed until the following 31<sup>st</sup> day of December. In respect of each financial year, the Manager shall:-
- (i) prepare a draft annual budget setting out the proposed expenditure during the financial year;
  - (ii) send a copy of the draft annual budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft annual budget in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days;
  - (iii) send or display, as the case may be, with the copy of the draft annual budget a notice inviting each Owner to send his comments on the draft annual budget to the Manager within a period of fourteen (14) days from the date the draft annual budget was sent or first displayed;

- (iv) after the end of that period, prepare an annual budget specifying the total proposed expenditure during the financial year;
  - (v) send a copy of the annual budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the annual budget in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) of this Clause before the start of that financial year, the total amount of the Management Expenses for that year shall:-
- (i) until he has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year;
  - (ii) when he has so complied, be the total proposed expenditure specified in the annual budget for that financial year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (d) Where an annual budget has been sent or displayed in accordance with sub-clause (b)(v) of this Clause and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised annual budget as apply to the draft annual budget and the annual budget by virtue of sub-clause (b) of this Clause.
- (e) Where a revised annual budget is sent or displayed in accordance with sub-clause (d) of this Clause, the total amount of the Management Expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised annual budget and the amount that Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of one (1) month from the date that an annual budget or revised annual budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) of this Clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the annual budget or revised annual budget, as the case may be, the total amount of Management Expenses for the financial year shall, until another annual budget or revised annual budget is sent or displayed in accordance with sub-clause (b) or (d) of this Clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year, together with an amount not exceeding 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 budget, annual budget or revised annual budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) For the purposes of this Clause, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.

4.6 The annual budget for the Management Expenses shall include the following:-



- (a) the maintenance, operation, repair and cleansing of all Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Common Areas and Facilities;
- (b) the cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Common Areas and Facilities;
- (c) the cost of all electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities;
- (d) the provision of security guard services for the Development and the cost of employing caretakers, watchmen, cleaners, lift operators, attendants, Clubhouse staff, management staff, maintenance staff and gardeners and such other staff to manage and administer the Common Areas and Facilities;
- (e) the cost and expense of maintaining such areas or drains and channels whether within or outside the Land that are required to be maintained under the Government Grant;
- (f) the Government rent payable under the Government Grant (but only if no apportionment or separate assessments have been made for individual Units);
- (g) the Manager's Remuneration calculated in accordance with Clause 4.3 of this Deed for providing its services hereunder;
- (h) the insurance up 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 insurance covering public liability, occupier's liability and employer's liability and block insurance for the entire Development including those areas which are not the Common Areas and Facilities;
- (i) a reasonable sum for contingencies;
- (j) the legal and accounting fees and all other professional fees and costs properly and necessarily incurred by the Manager in carrying out the services provided under this Deed;
- (k) the costs of removal and disposal of rubbish from the Development;
- (l) all costs incurred in connection with the Common Areas and Facilities;
- (m) any tax payable by the Manager on any of the sum held by it under the provisions of this Deed PROVIDED THAT any tax payable on the Manager's Remuneration shall be borne and paid by the Manager; and
- (n) the costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls (if any) in accordance with the provisions of this Deed.

4.7 The annual budget shall be divided into the following parts:-

- (a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Land and the Development,

the Development Common Areas and Facilities and the Slopes and Retaining Walls (if any);

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

PROVIDED THAT:-

- (1) in the event that a Sub-Deed is entered into in respect of any part of the Development and in the Sub-Deed any areas and facilities are designated as common areas and common facilities as a consequence of which the same thereby become part of the Common Areas and Facilities (other than the existing designated Common Areas and Facilities), a new part of the annual budget shall be established by the Manager to cover all estimated expenditure which in the opinion of the Manager is specifically referable to such common areas and common facilities and such expenditure shall be borne by the Owners of that part of the Development; and
- (2) subject to the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed), if the Manager is of the opinion that the adopted annual budget and/or the sharing of the amounts of Management Expenses assessed under any part of the adopted annual budget in accordance with the provisions of this Deed may lead to or result in any Owner or Owners of any part or parts of the Development unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled to modify any adopted annual budget in such manner as the Manager may (but subject to compliance with the procedures applicable to the draft annual budget, the annual budget and the revised annual budget as provided in this Deed) think fit and to prepare new budget in the modified manner as aforementioned.

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

- (a) Each Owner of a Unit shall contribute his due proportion of the budgeted Management Expenses under the first part of the annual budget which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of the Development;
- (b) Each Owner of a Residential Unit shall contribute his due proportion of the budgeted Management Expenses under the second part of the annual budget which proportion shall be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units;
- (c) Each Owner of a Commercial Unit shall contribute his due proportion of the budgeted Management Expenses under the third part of the annual budget which covers all expenditure that in the opinion of the Manager is specifically referable to the Commercial Common Areas and Facilities which proportion shall be equal to the

Management Shares of his Commercial Unit divided by the total Management Shares of all Commercial Units;

- (d) (i) The Owners of the Residential Units shall contribute a fraction of a fair proportion of the budgeted Management Expenses under the fourth part of the annual budget, in which,
  - (A) the numerator of the said fraction shall be the Management Shares of his Residential Unit and the denominator shall be the total Management Shares of all Residential Units; and
  - (B) the said fair proportion shall be 3.43% (i.e. the numerator of the said fair proportion shall be the gross floor area of the Visitor Parking Space and the denominator shall be the total gross floor area of all Parking Spaces, Accessible Car Parking Space and Visitor Parking Space);
- (ii) The Owner of the Commercial Accommodation shall contribute a fair proportion of the budgeted Management Expenses under the fourth part of the annual budget, that is 4.80% (i.e. the numerator of the said fair proportion shall be the gross floor area of the Accessible Car Parking Space and the denominator shall be the total gross floor area of all Parking Spaces, the Accessible Car Parking Space and the Visitor Parking Space);
- (iii) The Owners of the Parking Spaces shall contribute a fraction of a fair proportion of the budgeted Management Expenses under the fourth part of the annual budget, in which,
  - (A) the numerator of the said fraction shall be the Management Shares of his Parking Space and the denominator shall be the total Management Shares of all Parking Spaces; and
  - (B) the said fair proportion shall be 91.77% (i.e. the numerator of the said fair proportion shall be the gross floor area of all Parking Spaces and the denominator shall be the total gross floor area of all Parking Spaces, the Accessible Car Parking Space and the Visitor Parking Space);

**PROVIDED THAT:-**

- (I) No Owner may be called upon to pay more than his appropriate share of the Management Expenses, having regard to the number of Management Shares allocated to his Unit;
- (II) The First Owner shall make payments and contributions towards those expenses which are of recurrent nature (including, without limitation, the Management Expenses) in respect of those Units and Undivided Shares unsold; and
- (III) For the avoidance of doubt, it is hereby expressly provided that the First Owner's liability to make the aforesaid payments shall in no way be reduced by reason of the fact that any of the Units remains unsold and each Owner shall be personally liable to make the above payment to the Manager whether or not his Unit is vacant or occupied and whether or not it has been let or leased to tenant or is occupied by the Owner himself or any other person.

- 4.9 All outgoings (including Government rent, rates, Management Expenses) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Development held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.
- 4.10 If the total contributions receivable as aforesaid under the annual budget by the Manager shall in the opinion of the Manager be insufficient to meet the costs and expenses for such management and services then each Owner to whom the annual budget applies shall make good a due proportion of the estimated deficiency by making a further contribution to the Manager such further contribution being calculated in the same manner as in Clause 4.8 hereof and shall be payable to the Manager monthly in advance from the date specified in the written notices given by the Manager to the Owners.
- 4.11 Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include:-
- (a) Any sum attributable or relating to the completion of the construction of the Development for the issuance of Certificate of Compliance which shall be borne solely by the First Owner (which expression shall for the purpose of this Clause exclude its assigns);
  - (b) All existing and future taxes, rates, assessments, property tax, water rates (if separately metered), Government rent payable under the Government Grant which has been separately assessed and charged by the Government against each Owner and outgoings of every description for the time being payable in respect of any Unit which shall be borne by the Owner for the time being thereof;
  - (c) The expenses for keeping in good and tenantable repair and condition of the main structure, the external and interior fixtures and fittings, walls, floors, windows and doors, flat roof of any Unit (insofar as such flat roof forms part of the Unit) together with the plumbing, electrical installations, plant, equipment, apparatus, installations or services thereof not forming part of the Common Areas and Facilities which shall be solely borne by the Owner for the time being of such Unit.
- 4.12 (a) For the purpose of paragraph 4 of Schedule 7 to the Ordinance, there shall be established and maintained by the Manager one Special Fund with the following separate sub-section accounts for different component parts of the Common Areas and Facilities and the Specified Fund referred to in Clause 10.10(j):-
- (i) A separate sub-section account of the Special Fund designated for the Development Common Areas and Facilities towards payment of Capital Expenditure relating to the Development Common Areas and Facilities, which includes but is not limited to, expenses for the maintenance, renovation, improvement and repair of the Development Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Development Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the

Manager as trustee for all Owners for the time being and such fund shall not be refundable or transferable.

- (ii) A separate sub-section account of the Special Fund designated for the Residential Common Areas and Facilities towards payment of Capital Expenditure relating to the Residential Common Areas and Facilities, which includes but is not limited to, expenses for the maintenance, renovation, improvement and repair of the Residential Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Units for the time being and such fund shall not be refundable or transferable.
- (iii) A separate sub-section account of the Special Fund designated for the Commercial Common Areas and Facilities towards payment of Capital Expenditure relating to the Commercial Common Areas and Facilities, which includes but is not limited to, expenses for the maintenance, renovation, improvement and repair of the Commercial Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Commercial Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of the Commercial Accommodation for the time being and such fund shall not be refundable or transferable.
- (iv) A separate sub-section account of the Special Fund designated for the Carpark Common Areas and Facilities towards payment of Capital Expenditure relating to the Carpark Common Areas and Facilities, which includes but is not limited to, expenses for the maintenance, renovation, improvement and repair of the Carpark Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Carpark Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Units, Commercial Accommodation and all Parking Spaces for the time being in the following proportions and such fund shall not be refundable or transferable:-

Owners of Residential Units	3.43%
Owner of Commercial Accommodation or Owners of Commercial Units (as the case may be)	4.80%
Owners of Parking Spaces	91.77%

- (v) A separate sub-section account of the Special Fund designated for the Specified Fund referred to in Clause 10.10(j) hereof which shall be governed, regulated, used, utilized, dealt with or disposed of subject to and in accordance with the provisions contained in Clause 10.10(j) hereof. This part of the Special Fund shall not be refundable or transferable.
- (b) Except where the First Owner has made payments in accordance with Clause 4.12(c) below,

- (i) each Owner being the first assignee of his Unit shall upon the assignment of his Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Development Common Areas and Facilities an amount equivalent to 2/12<sup>th</sup> of the first part of the first year's budgeted Management Expenses payable in respect of his Unit under Clause 4.8(a);
- (ii) each Owner being the first assignee of his Residential Unit shall upon the assignment of his Residential Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Residential Common Areas and Facilities an amount equivalent to 2/12<sup>th</sup> of the second part of the first year's budgeted Management Expenses payable in respect of his Residential Unit under Clause 4.8(b);
- (iii) each Owner being the first assignee of the Commercial Accommodation or his Commercial Unit (as the case may be) shall upon the assignment of the Commercial Accommodation or his Commercial Unit (as the case may be) from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Commercial Common Areas and Facilities an amount equivalent to 2/12<sup>th</sup> of the third part of the first year's budgeted Management Expenses payable in respect of the Commercial Accommodation or his Commercial Unit (as the case may be) under Clause 4.8(c); and
- (iv)
  - (A) each Owner being the first assignee of his Residential Unit shall upon the assignment of his Residential Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Carpark Common Areas and Facilities an amount equivalent to 2/12<sup>th</sup> of the fourth part of the first year's budgeted Management Expenses payable in respect of his Residential Unit under Clause 4.8(d)(i);
  - (B) each Owner being the first assignee of the Commercial Accommodation or his Commercial Unit (as the case may be) shall upon the assignment of the Commercial Accommodation or his Commercial Unit (as the case may be) from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Carpark Common Areas and Facilities an amount equivalent to 2/12<sup>th</sup> of the fourth part of the first year's budgeted Management Expenses payable in respect of the Commercial Accommodation or his Commercial Unit (as the case may be) under Clause 4.8(d)(ii); and
  - (C) each Owner being the first assignee of his Parking Space shall upon the assignment of his Parking Space from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Carpark Common Areas and Facilities an amount equivalent to 2/12<sup>th</sup> of the fourth part of the first year's budgeted Management Expenses payable in respect of his Parking Space under Clause 4.8(d)(iii).
- (c) The First Owner shall in respect of any Units the construction of which has been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii)

the date on which it is in a position validly to assign those Undivided Shares attributable to the Units (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later, make the initial contribution to the Special Fund in the respective amount specified in Clause 4.12(b) above.

- (d) Each Owner shall also on demand pay to the Manager such further periodic contributions to the relevant part(s) of the Special Fund payable in respect of his Unit. The amount to be contributed in each financial year and the time when those contributions will be payable will be determined by a resolution of the Owners at an Owners' meeting convened under this Deed. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- (e) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155 of the laws of Hong Kong) an interest-bearing account, the title of which shall refer to the Special Fund for the Development, and shall use that account exclusively for the purpose referred to in Clause 4.12(a) above. For the avoidance of doubt, separate sub-sections shall be established under the said interest-bearing account for each of the five separate sub-section accounts of the Special Fund respectively referred to in Clause 4.12(a)(i) to (v) above. The Manager must not use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Development.
- (f) Without prejudice to the generality of sub-clause (e) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (g) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (e) or (f) above in a prominent place in the Development.
- (h) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under sub-clause (e) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (f) above.
- (i) Except in a situation considered by the Manager to be an emergency, money must not be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if formed).

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

- (a) Each Owner being the first assignee of his Unit shall before he is given possession of his Unit deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to 2/12<sup>th</sup> of the first year's budgeted Management Expenses payable in respect of his Unit which deposit or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable and shall not be set off against any contribution payable by him under this Deed PROVIDED THAT in the event that there is an increase in the monthly contribution payable by the Owner as determined by the Manager under this Deed, the Manager shall have right at its absolute discretion to require the Owners to pay to the Manager by way of an increase in the said deposit a sum proportional thereto but in

any event the total amount of the said deposit after such increase shall not be more than 2/12<sup>th</sup> of any subsequent current year's budgeted Management Expenses in respect of his Unit.

- (b) Each Owner being the first assignee of his Unit shall before he is given possession of his Unit pay to the Manager in advance a sum equal to 2/12<sup>th</sup> of the first year's budgeted Management Expenses payable in respect of his Unit which shall be non-refundable and non-transferable.
  - (c)
    - (i) Each Owner being the first assignee of a Residential Unit shall before he is given possession of his Residential Unit pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than a sum equal to 1/12<sup>th</sup> of the first year's budgeted Management Expenses payable in respect of his Residential Unit in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his Residential Unit. The debris removal fee not used to pay for debris collection or removal shall be credited to the Special Fund.
    - (ii) Each Owner being the first assignee of the Commercial Accommodation or a Commercial Unit (as the case may be) shall before he is given possession of the Commercial Accommodation or his Commercial Unit (as the case may be) pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than a sum equal to 1/12<sup>th</sup> of the first year's budgeted Management Expenses payable in respect of the Commercial Accommodation or his Commercial Unit (as the case may be) in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in the Commercial Accommodation or his Commercial Unit (as the case may be). The debris removal fee not used to pay for debris collection or removal shall be credited to the Special Fund.
  - (d) Each Owner being the first assignee of a Unit shall before he is given possession of his Unit pay to the Manager his due share (to be decided by the number of Management Shares allocated to his Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
  - (e) The First Owner shall pay the deposit under Clause 4.13(a) and the debris removal fee under Clause 4.13(c) in respect of the Units the construction of which has been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to the Units (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later.
- 4.14 Contributions and payments to be made by each Owner under this Deed shall normally be made in advance on the first day of each calendar month.
- 4.15 Notwithstanding anything contained in these presents the Manager shall not charge any fee other than a reasonable administrative fee for issuing any consent required from the Manager pursuant to this Deed (which consent shall not be unreasonably withheld) and such administrative fee shall be credited to the Special Fund.
- 4.16 (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof, such sum or sums as the Manager shall



reasonably determine and such sum or sums collected shall be paid into and form part of the Special Fund if so required under any provisions of this Deed or the Management Fund.

- (b) All moneys, income, fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities shall be paid into and form part of the Special Fund (if so required under any provision of this Deed) or the Management Fund.

4.17 If any Owner shall fail to pay the Manager any amount payable hereunder within thirty (30) days from the date of demand, the Manager may impose on such Owner:-

- (a) Interest calculated on the amount remaining unpaid at the rate of two per cent (2%) per annum above the prime rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited for the number of days for which it remains unpaid from the due date until the actual date of payment (both dates inclusive); and
- (b) A collection charge of 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.

4.18 All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses reasonably incurred in or in connection with recovering or attempting to recover the same (including without limitation legal costs on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager against the defaulting Owner (and the claim in any such action may include a claim for the costs incurred by the Manager in such action on a solicitor and own client basis and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the Owners for the time being (other than the defaulting Owner) as a whole and no Owner sued under the provisions of this Deed shall raise or to be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

4.19 In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed 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 on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in Clause 4.17 hereof together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 4.18 hereof and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Share or Shares of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.

4.20 Any charge registered in accordance with Clause 4.19 shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of the defaulting Owner together with the right to the exclusive use, occupation and

enjoyment of the part of the Development held therewith and the provisions of Clause 4.18 of this Deed shall apply equally to any such action.

- 4.21 The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner and any person occupying any part of the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed binding on such Owner and of the Development Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 4.18 of this Deed shall apply to all such proceedings.
- 4.22 Subject to Clause 9.1 of this Deed, all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Development.
- 4.23 Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in Clauses 4.17 to 4.21 of this Deed the same shall, after deduction of any costs or expenses reasonably incurred out of the pocket of the Manager in recovering the same, form part of the Management Fund.
- 4.24 All money paid to the Manager by way of interest and collection charges pursuant to Clause 4.17 to 4.19 of this Deed shall be credited to the Special Fund.
- 4.25 Any person ceasing to be the Owner of any Undivided Share or Shares in the Land and the Development shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clauses 4.13(a) and (d) hereof and his contribution(s) towards the Special Fund under Clause 4.12 of this Deed to the intent that all such funds shall be held and applied for the management or maintenance of the Development irrespective of changes in ownership of the Undivided Shares in the Land and the Development

**PROVIDED THAT:-**

- (a) any such deposit shall be transferred into the name of the new Owner of such Undivided Share or Shares but the contribution(s) towards the Special Fund shall be neither refundable to any Owner by the Manager nor transferable to any new Owner; and
- (b) upon the Land reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 9.1 hereof, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished, in both case in proportion to the number of Undivided Shares held by such Owners.
- 4.26 The first financial year for the purpose of management of the Land and the Development or any part or parts thereof shall commence from the date of this Deed and shall terminate on the 31<sup>st</sup> day of December of that year unless that period shall be less than six (6) months in which event it shall cover the period from the date of this Deed until the 31<sup>st</sup> day of December of the following year and thereafter the subsequent financial year shall commence on the 1<sup>st</sup> day of January and shall terminate on the 31<sup>st</sup> day of December of such years PROVIDED THAT,

upon giving three (3) months' notice published in the public notice boards (including, without limitation, LED display notice boards) of the Development, the Manager shall have the right to change the financial year at any time but the financial year may not be changed more than once in every five (5) years unless that change is previously approved by a resolution of the Owners' Committee (if formed).

- 4.27 (a) The Manager shall open and maintain an interest-bearing account which shall be held on trust by the Manager for and on behalf of all the Owners for the time being of the Land and the Development and the Manager shall use that account exclusively in respect of the management of the Land and the Development.
- (b) Without prejudice to the generality of sub-clause (a) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the management of the Development.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (a) or (b) above in a prominent place in the Development.
- (d) Subject to sub-clauses (e) and (f) below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Land and the Development into the account opened and maintained under sub-clause (a) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) above.
- (e) Subject to sub-clause (f) below, the Manager may, out of money received by the Manager in respect of the management of the Land and the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if formed).
- (f) The retention of a reasonable amount of money under sub-clause (e) above or the payment of that amount into a current account in accordance with sub-clause (e) and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if formed).
- (g) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap.155 of the laws of Hong Kong), the title of which refers to the management of the Land and the Development.
- (h) The Manager shall maintain proper books or records of accounts and other financial records of all payments made to and all expenditure incurred by the Manager in the exercise of its powers hereunder. The Manager shall keep all bills, invoices, vouchers, receipts and other documents referred to in such books or records of accounts for at least six (6) years.
- 4.28 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 and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days. 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. The income and expenditure account and balance sheet shall within six (6) months after the close of each financial year be audited and certified by a firm of certified public accountants appointed by the Manager (provided that prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have the power to require the income and expenditure account and balance sheet to be audited by an independent auditor of their choice) as providing an accurate summary of all items of income and expenditure during such closed financial year. Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will then be needed.

- 4.29 (a) The Manager shall permit any Owner at any reasonable time to inspect any of the books or records of accounts and any income and expenditure account or balance sheet prepared pursuant to this Deed. The Manager shall upon request of any Owner and upon payment of a reasonable charge for copying the same supply such Owner with a copy of such record or document requested by him.
- (b) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant (as defined in the Ordinance) 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 (as defined in the Ordinance) 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 (as defined in the Ordinance) or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.
- 4.30 The Manager shall, upon request of the Owners' Corporation (if formed), endeavour to assist the Owners' Corporation to establish the General Fund within a reasonable time after such request.
- 4.31 Upon the establishment of the General Fund, the Management Fund shall cease to operate and utilize with immediate effect except that the Management Fund maintained with the bank account for the time being shall be transferred forthwith to a new interest-bearing account which shall be opened and maintained for the General Fund in accordance with the Ordinance. For the purpose of this Deed, all references in this Deed to "Management Fund" shall, upon and after the establishment of the General Fund, be henceforth be read and construed as reference to "General Fund".

## SECTION V

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

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

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed;
- (b)
  - (i) To manage, maintain and control the common driveways and parking areas on the Land and the Development and to remove any cars, pedal bicycles, skateboards, motor cycles and other vehicles 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 Commercial Loading and Unloading Spaces, Residential Loading and Unloading Space, Accessible Car Parking Space or the Visitor Parking Space 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, Commercial Loading and Unloading Spaces, Residential Loading and Unloading Space, Accessible Car Parking Space and the Visitor Parking Space;
  - (ii) To manage, maintain and control the use of the Visitor Parking Space and the Residential Loading and Unloading Space and subject to the prior approval of the Owners' Committee (if already formed) or the Owners' Corporation (if formed) to fix reasonable charges for the use thereof PROVIDED THAT all income deriving therefrom shall form part of the Management Fund for the Residential Common Areas and Facilities;
  - (iii) To manage, maintain and control the use of the Accessible Car Parking Space and the Commercial Loading and Unloading Spaces and subject to the prior approval of the Owners' Committee (if already formed) or the Owners' Corporation (if formed) to fix reasonable charges for the use thereof PROVIDED THAT all income deriving therefrom shall form part of the Management Fund for the Commercial Common Areas and Facilities and PROVIDED FURTHER THAT the rights and powers of the Manager under this sub-clause (iii) shall not take effect until and unless the first Sub-Deed in respect of the Commercial Accommodation has been executed;
- (c) Unless otherwise directed by the Owners' Corporation (if formed), to insure and keep insured the Common Areas and Facilities as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire and such other risks such as flood, water damage, bursting and overflow of water tanks, apparatus or pipes, etc. as the Manager shall reasonably deem fit, public liability,

occupiers' liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Development with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force and, without limiting the generality of the foregoing, if the Manager considers so desirable, to procure block insurance for the Development as a whole and to pay all premia required to keep such insurance policies in force;

- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Development;
- (e) To keep in good order and repair the lighting of the Common Areas and Facilities;
- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, those external walls, architectural fixtures and fittings thereof, elevations and façade forming part of the Common Areas and Facilities but excluding windows and window frames except those situated in the Common Areas and Facilities PROVIDED THAT the Manager shall have the power at the expense of the Owner concerned to replace broken window glass if any such shall be broken and remain unreplaced for one (1) month (except in emergency) after the Manager shall have served a notice on the Owner or occupier of the Unit concerned requiring him to replace the same;
- (h) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (i) To keep all the Common Areas and Facilities in good condition and working order and to extend or improve existing facilities or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable (PROVIDED THAT except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the Manager will not carry out any improvement of existing facilities or services or provision of additional facilities or services which involves expenditure in excess of ten per cent (10%) of the current annual management budget) and to keep the fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;
- (j) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Land or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;
- (k) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Development and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (l) To replace any broken glass in the Common Areas and Facilities;

- (m) To keep the Common Areas and Facilities well lighted and in a tidy condition;
- (n) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (o) To prevent refuse from being deposited on the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Development refuse collection facilities to the satisfaction of the Food and Environmental Hygiene Department;
- (p) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (q) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Development or any part thereof;
- (r) To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Development at all times;
- (s) Subject to sub-clause (zz) of this Clause, to maintain and operate or contract for the maintenance and operation of the communal radio or television aerials, or cable television system (if any) which serve the Development;
- (t) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or any thing in or on the Development or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant and to demand and recover from the Owner by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager;
- (u) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Land and the Development of all legal proceedings relating to the Land and the Development (except proceedings relating to the rights or obligations of individual Owners) and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Land and the Development or the management thereof, and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director of Lands or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;
- (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 occupying or visiting the Development of any provisions of the Government Grant or this Deed;
- (x) To prevent any person detrimentally altering or injuring any part or parts of the Development or any of the Common Areas and Facilities thereof;
- (y) To prevent any person from overloading the floors 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;
- (bb) To appoint or employ the Qualified Professional, agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties and obligations under this Deed PROVIDED THAT the Manager shall not transfer or assign its duties or obligations under this Deed to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, (i) there should be no relationship between the Manager and the Qualified Professional in any respect and (ii) the Manager shall at all times be responsible for the management and control of the Development in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility;
- (cc) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the Land and the Development and the performance of the Manager's powers and duties hereunder and to recruit and employ such workmen, servants, watchmen, caretakers, Clubhouse staff, management staff, clerical staff, accountants, gardeners and other staff and attendants as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (dd) To enforce the due observance and performance by the Owners of the terms and conditions of the Government Grant and this Deed 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;
- (ee) To require all Owners or occupiers of the Units to maintain the Units owned or occupied by them in a satisfactory manner;



- (ff) To post the number of the Unit whose Owner or occupant is in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards (including LED displays) of the Development;
- (gg) Subject to the prior written approval of the Owners' Corporation (if formed) or the Owners by a resolution of the Owners passed at an Owners' meeting convened under this Deed, to grant or obtain such easements, quasi-easements, rights, privileges and licences as it shall in its absolute discretion consider necessary to ensure the efficient management of the Land and the Development

PROVIDED THAT:-

- (i) the exercise of this right shall not contravene the provisions of the Government Grant;
  - (ii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
  - (iii) any payment received shall be credited to the Special Fund;
- (hh) Subject to the prior written approval of the Owners' Corporation (if formed) or the Owners by a resolution of the Owners passed at an Owners' meeting convened under this Deed, to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person and persons and upon such terms and conditions as the Manager may reasonably think fit in respect of the Development Common Areas and Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises

PROVIDED THAT:-

- (i) the exercise of this right shall not contravene the provisions of the Government Grant;
  - (ii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
  - (iii) any payment received shall be credited to the Special Fund;
- (ii) Subject to the prior written approval of the Owners' Corporation (if formed) or the Owners by a resolution of the Owners passed at an Owners' meeting convened under this Deed, to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Land which the Manager shall in its reasonable discretion deem appropriate and on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring land

PROVIDED THAT:-

- (i) this right shall be exercised for the purpose of supplying utility services to the Land and the Development only;

- (ii) the exercise of this right shall not contravene the provisions of the Government Grant;
- (iii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
- (iv) any payment received shall be credited to the Special Fund;
- (jj) To deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole;
- (kk) Subject to the prior written approval of the Owners' Corporation (if formed) or the Owners by a resolution of the Owners passed at an Owners' meeting convened under this Deed, to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall reasonably think fit

**PROVIDED THAT:-**

- (i) the exercise of this right shall not contravene the provisions of the Government Grant;
- (ii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
- (iii) any payment received shall be credited to the Special Fund;

Notwithstanding the foregoing provisions in this sub-clause and for the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Development in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing such responsibility.

- (ll) To remove and require the removal of any dog, cat, bird, animal or pet from the Development, if such dog, cat, bird, animal or pet has been the subject of a breach of this Deed or the Development Rules, or has been the subject of written complaint from at least two (2) Owners or occupiers of different Units of the Development PROVIDED THAT this Clause shall not apply to (i) trained guide dogs on leash for the blind whilst guiding any person with disability in vision, and (ii) livestock, fish, poultry or other animal for business being carried out in the Commercial Accommodation or the Commercial Units (as the case may be). In any event no dogs shall be permitted in the Common Areas and Facilities unless they are carried or on leash and are wearing mouth strap;
- (mm) To provide such Christmas, Chinese New Year and other festive decorations, to organize such festive celebrations or activities for the Development and to host festive events or banquets within or outside the Development as the Manager shall in its reasonable discretion consider desirable;
- (nn) From time to time with the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed) to make, revoke or amend the

Development Rules as it shall deem appropriate which shall not be inconsistent with this Deed, the Ordinance or the Government Grant;

- (oo) Subject as otherwise provided in this Deed to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed PROVIDED THAT the Manager shall not unreasonably withhold its consent or approval and shall not charge any fee other than a reasonable administrative fees relative thereto (such fees shall be credited to the Special Fund);
- (pp) To convene such meetings of the Owners or of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (qq) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Development for the better enjoyment or use of the Development by its Owners occupiers and their licensees PROVIDED THAT any improvement to facilities or services which involves expenditure in excess of ten per cent (10%) of the current annual management budget shall be subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed;
- (rr) Subject to the prior written approval of the Owners' Corporation (if formed) or the Owners by a resolution of the Owners passed at an Owners' meeting convened under this Deed, in the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose including matters relating to payment of compensation

PROVIDED THAT :-

- (i) any benefit or monetary compensation so obtained shall be used for the common benefit of all the Owners and be credited into the Management Fund, as the case may be; and
  - (ii) the exercise of the right under this sub-clause should not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede access from or to his Unit;
- (ss) Subject to the prior written approval of the Owners' Corporation (if formed) or the Owners by a resolution of the Owners passed at an Owners' meeting convened under this Deed and subject to the Government Grant, to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion think fit

PROVIDED THAT:-

- (i) the exercise of this right shall not contravene the provisions of the Government Grant;
- (ii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and

- (iii) any payment received shall be credited to the Special Fund;
- (tt) Subject to the prior approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed):-
  - (i) to make the Club Rules and amendments thereto provided that the Club Rules and any amendments thereto shall not be inconsistent with or contravene this Deed, the Ordinance or the Government Grant; and
  - (ii) subject to Clause 5.1(bb), to appoint agents, contractors or sub-manager to operate the Clubhouse for such period and on such conditions as the Manager shall in its discretion think fit, PROVIDED THAT all income (if any) deriving from the operation of the Clubhouse shall become part of the Management Fund for the Residential Common Areas and Facilities and shall not be used other than for the purpose of the maintenance, operation, repair and improvement of the Clubhouse and the facilities therein and that any deficit in the operation of the Clubhouse or any part thereof shall be charged to the Management Fund for the Residential Common Areas and Facilities;
- (uu) (i) To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. In such event, the Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall also maintain the facilities so provided in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development;
- (ii) To organize any activities as the Manager may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and to encourage them to participate in such activities with a view to improving the environmental conditions of the Development;
- (iii) To organize environmental or recycling activities or initiatives through the collaboration or engagement of contractors;
- (iv) Subject to the provisions of this Deed, to make Development Rules to require the Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes;
- (vv) To take all steps necessary or expedient for complying with the Government Grant and any Government requirements concerning the Development or any part thereof;
- (ww) To engage qualified personnel to inspect or carry out structural, building, condition or other surveys of the Development or any part thereof including the drains and channels within or outside the Land serving the Development as and when the Manager deems necessary or desirable;

- (xx) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Government Grant;
- (yy) To enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed, any relevant Sub-Deed and the Development Rules made hereunder, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof;
- (zz) To enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services for the Development PROVIDED THAT such contracts to be entered into by the Manager shall be subject to the following conditions:-
  - (i) the term of the contract will not exceed three (3) years;
  - (ii) the right to be granted under the contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and
  - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service;
- (aaa) 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 Open Kitchen Units in accordance with the Fire Safety Management Plan;
- (bbb) To inspect, clean, repair, maintain or replace the relevant part or parts of the Noise Mitigation Measures which form part of the Common Areas and Facilities;
- (ccc) To engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of the Slopes and Retaining Walls (if any) in compliance with the Government Grant and in accordance with “Geoguide 5 - Guide to Slope Maintenance” issued by the Geotechnical Engineering Office as amended or substituted from time to time, the Slope Maintenance Manual and all guidelines issued from time to time by appropriate Government departments regarding the maintenance of the Slopes and Retaining Walls PROVIDED THAT the Manager shall not be personally liable for carrying out such maintenance and repair works, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners;
- (ddd) In respect of any flat roof forming part of a Residential Unit, the Manager shall have the right at all times on reasonable notice (except in an emergency) to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the flat roof or the parapet walls of the flat roof as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of maintenance (collectively referred to in this Deed as the “gondola” which expression shall include all jibs, brackets, hinges, posts or other related equipment):-

- (i) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (other than such part or parts the exclusive right to use is vested in an Owner) of the Development, and
- (ii) to remain temporarily over and/or on the said airspace for such period as may be necessary,

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

PROVIDED THAT:-

- (1) the use and enjoyment by the Owner of the Residential Unit shall not be affected or prejudiced thereby; and
- (2) the Manager shall at its own costs and expense make good any damage caused thereby and ensure that the least disturbance is caused and shall be liable for negligence or wilful or criminal acts of the Manager, its staff, contractors or workmen;
- (eee) To assist and co-ordinate the repair and replacement of the smart home devices in the Residential Units, if required by the Owner of the relevant Residential Units. For the avoidance of doubt, the costs and expenses incurred for the repair and maintenance related to the smart home devices in the Residential Units shall be borne by the relevant Owners;
- (fff) To engage suitable service provider to develop and maintain the digital application system relating to the management of the Development; and
- (ggg) To do all such other things as are reasonably incidental to the management of the Land and the Development.

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

- (a) To ban vehicles or any particular category of vehicles from the Land or any particular parts thereof either generally or during certain hours of the day or night PROVIDED THAT the right of the Owners of Parking Spaces to the proper use and enjoyment of such Parking Spaces in accordance with the provisions of the Government Grant and these presents shall not be affected;
- (b) To remove and impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which Owner has defaulted in paying parking fees (if any) or which Owner or driver is in breach of the Car Parking Rules and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the Owner thereof;
- (c) To impose charges for any such removal and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees;

- (d) To charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris (if any) PROVIDED THAT such charges shall be paid into the Management Fund;
- (e) To charge the Owners for the use of water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager PROVIDED THAT such charges shall be paid into the Management Fund;
- (f) From time to time to make rules and regulations governing the supply and use of fresh and flushing water to all parts of the Development, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by the Government PROVIDED THAT such rules and regulations must not contravene any provisions of this Deed, the Government Grant and the Ordinance;
- (g) To manage, repair, upkeep, maintain and to keep well-lighted the Common Areas and Facilities and to manage and maintain such other areas or drains and channels whether within or outside the Land that are required to be maintained under the Government Grant;
- (h) Subject to the approval of the Owners' Committee (if already formed) or the Owners' Corporation (if formed), to charge a prescribed fee for entry into and/or use of the Clubhouse, the Visitor Parking Space, the Residential Loading and Unloading Space or any part thereof PROVIDED THAT all such prescribed fees collected shall form part of the Management Fund to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities; and
- (i) Subject to the approval of the Owners' Committee (if already formed) or the Owners' Corporation (if formed), to charge a prescribed fee for entry into and/or use of Accessible Car Parking Space and the Commercial Loading and Unloading Spaces PROVIDED THAT all such prescribed fees collected shall form part of the Management Fund to be utilised towards the management, maintenance and repair of the Commercial Common Areas and Facilities and PROVIDED FURTHER THAT the powers of the Manager under this sub-clause (i) shall not take effect until and unless the first Sub-Deed in respect of the Commercial Accommodation has been executed.

5.3 The Manager shall have power to enter with or without workmen, contractors and agents and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Development including all parts of any Unit for the purposes of carrying out necessary inspection, investigation, checking, testing, maintenance and 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 any act or omission involving criminal liability, dishonesty, wilfulness or negligence on the part of the Manager or its employees, agents or contractors in the course of exercising the aforesaid rights.

5.4 (a) The Manager shall have power to inspect, investigate, check, test, keep, maintain and repair the Common Areas and Facilities including those within the Units in a good condition and without defect. In case the source of any defect (including but not limited to water leakage or seepage) causing any damage to the Common Areas and Facilities shall, in the reasonable opinion of the Manager, be suspected to have arisen or

originated from any Unit (for the purpose of this Deed, herein referred to as “**suspected Unit**”), the Manager shall promptly appoint a Qualified Professional to arrange all necessary inspection, investigation, checking and testing to the suspected Unit to investigate the source of such defect, and the Manager and the Qualified Professional shall be permitted to enter into the suspected Unit for any of the aforesaid purposes on reasonable notice (except in an emergency). The costs of the appointment made under this sub-clause shall be borne by the Manager and be paid out of the Management Fund or the General Fund (as the case may be).

- (b) In exercising the power of the Manager provided in sub-clause (a) above, if the Owner of the suspected Unit refuses or declines the arrangement made by the Manager, then the Manager and the Owner of the suspected Unit may jointly appoint a Qualified Professional to arrange all necessary inspection, investigation, checking and testing to the suspected Unit, and the Manager and the Qualified Professional shall be permitted to enter into the suspected Unit for any of the aforesaid purposes on reasonable notice (except in an emergency). The costs of the joint appointment made under this sub-clause shall be equally shared between the Manager and the Owner of the suspected Unit.
- (c) In exercising the power of the Manager provided in sub-clauses (a) and (b) above, if the Owner of the suspected Unit refuses or declines the arrangement made by the Manager under sub-clause (a) or refuses or fails to arrange for the joint appointment under sub-clause (b), the Manager shall appoint his own Qualified Professional to arrange the inspection, investigation, checking and testing, and the Manager and the Qualified Professional shall be permitted to enter into the suspected Unit for any of the aforesaid purposes on reasonable notice (except in an emergency). The costs of the appointment made under this sub-clause shall be borne by the Manager and be paid out of the Management Fund or the General Fund (as the case may be), and such costs shall upon demand be reimbursed from the Owner of the affirmative Unit (as defined in sub-clause (d)(i) below).
- (d) If it is reported or evidenced from the aforesaid inspection, investigation, checking and testing that :-
  - (i) the source of defect causing damage to the Common Areas and Facilities is, according to the result or report of such inspection, investigation, checking and testing, which are issued and certified as to its accuracy by the Qualified Professional (as appointed by the Manager pursuant to sub-clauses (a) or (c) above or jointly appointed by the Manager and the Owner pursuant to sub-clause (b) above) (the “**Report**”), originated from any part or parts of the suspected Unit (the “**affirmative Unit**”) (other than those forming part of the Common Areas and Facilities), the Manager shall serve a written notice (with a copy of the Report attached thereto) to such Owner demanding and requesting him to repair the defect and make good of the damage caused thereby at his own cost and expense to the satisfaction of the Manager as prescribed in the Report or as directed by the Manager within a reasonable period of time. If the Owner of the affirmative Unit neglects, refuses or fails to repair such defect and make good of the damage caused thereby within such period of time as prescribed in the aforesaid written notice, the Manager and/or its agents, workmen and/or contractors shall be entitled to enter into the affirmative Unit on reasonable notice (except in an emergency) for the purpose of carrying out all necessary repairs to such defect and making good of the damage caused thereby, and all such costs and expenses incurred by the Manager in connection therewith shall upon demand be reimbursed from the Owner of the affirmative



Unit, including but not limited to those incurred due to any delay in access to the affirmative Unit caused by such Owner (if any); or

- (ii) the source of defect causing damage to the Common Areas and Facilities is originated from any Common Areas and Facilities, whether within or outside a Unit, the Manager and/or its agents, workmen and/or contractors shall carry out all necessary repairs to such defect and make good of the damage caused thereby and all the relevant costs and expenses incurred by the Manager in connection therewith shall be paid out of the Management Fund or the General Fund (as the case may be), and if the source of defect causing damage to the Common Areas and Facilities is originated from any Common Areas and Facilities within the Unit, the Manager and/or its agents, workmen and/or contractors shall be entitled to enter into the affirmative Unit on reasonable notice (except in an emergency) for the purpose of carrying out the said repairs.
  - (e) In case the Owner of any affirmative Unit or suspected Unit refuses or fails to allow the Manager and/or its agents, workmen and/or contractors to exercise any of their aforesaid powers granted in this Clause, the Manager shall be entitled to, without prejudice to any other remedy available to it, take out any legal actions or proceedings to exercise and enforce any of the aforesaid powers.
  - (f) In the course of carrying out any of the duties specified in this Clause, the Manager and the Qualified Professional shall cause as little disturbance as possible and the Manager shall forthwith make good any damage caused thereby at its own costs and expenses and shall be liable for any act or omission involving criminal liability, wilful act, dishonesty or negligence on the part of the Manager, its employees, agents or contractors.
- 5.5 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.
- 5.6 All acts and decisions of the Manager reasonably arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.
- 5.7 (a) Subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend Development Rules regulating the use, occupation, maintenance and environmental control of the Land and the Development, the Common Areas and Facilities, protection of the environment of the Development and implementation of noise abatement, waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such Development Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the Development Rules from time to time in force shall be posted on the public notice boards of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges. All payment of such copying charges received shall be credited into the Special Fund.

- (b) Such Development Rules shall be supplementary to the terms and conditions contained in this Deed and must not in any way conflict with such terms and conditions. In case of inconsistency between such Development Rules and the terms and conditions of this Deed the terms and conditions of this Deed shall prevail. The Development Rules and any amendments thereto must not be inconsistent with or contravene the Ordinance or the Government Grant.
  - (c) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such Development Rules or non-observance thereof by any third party.
- 5.8 The Manager shall consult (either generally or in any particular case) the Owners' Corporation (if formed) at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Land and the Development.
- 5.9 (a) Subject to sub-clauses (b) and (c) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000 or such other sum in substitution therefor as the Authority may specify by notice in the Gazette unless:-
- (i) the supplies, goods or services are procured by invitation to tender; and
  - (ii) the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance.
- (b) Subject to sub-clause (c) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to twenty per cent (20%) of the annual management budget or such other percentage in substitution therefor as the Authority 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 Ordinance; and
    - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
  - (ii) if there is no Owners' Corporation:-
    - (1) the supplies, goods or services are procured by invitation to tender;
    - (2) the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance; and
    - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of the

Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

- (c) Sub-clauses (a) and (b) above do not apply to any supplies, goods or services which but for this sub-clause (c) would be required to be procured by invitation to tender (referred to in this sub-clause (c) as “**relevant supplies, goods or services**”)
- (i) where there is an Owners’ Corporation, if:-
- (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners’ Corporation by a supplier; and
  - (2) the Owners’ Corporation decides by a resolution of the Owners passed at a general meeting of the Owners’ Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
- (ii) where there is no Owners’ Corporation, if:-
- (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
  - (2) the Owners decide by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

## SECTION VI

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

6.1 The Manager shall be liable to the Owners for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, agents or contractors and no Owner will be required to indemnify the Manager or its employees, agents or contractors from and against any action, claim etc. arising out of any such act or omission.

6.2 Subject to Clause 6.1, the Manager shall not be liable to the Owners' Committee or the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed or the instructions from the Owners' Committee or the Owners, not being an act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, its employees, agents or contractors and the Owners shall fully and effectually indemnify the Manager from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted as aforesaid not being an act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, its employees, agents or contractors and all costs and expenses in connection therewith except any legal costs, charges, expenses or fees relating to any civil or criminal proceedings (whether successful or otherwise) between or in respect of the Manager and the Owners' Committee or the Owners. Without in any way limiting the generality of the foregoing, the Manager shall not be held liable for any damage, loss or injury caused by or in any way arising out of

- (a) any defect in or failure or breakdown of the lifts, fire and security services equipment, air-conditioning plants and other facilities (if any) or the Common Areas and Facilities of or in the Development, or
- (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development, or
- (c) fire or flooding or the overflow or leakage of water, electricity and/or gas from anywhere whether within or outside the Development, or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
- (e) theft, burglary or robbery within the Development;

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

6.3 Subject to Clause 6.1, each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of any occupier of any Unit of which he has the exclusive use or any person using such Unit with his consent express or implied or by, or through, or in any way owing to the fire, overflow of water or leakage of electricity or gas therefrom.

6.4 Subject to Clause 6.1, each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against the acts and omissions of all persons occupying

any Unit of which he has the exclusive use with his consent, express or implied, and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by these presents to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by these presents or for which the Manager has in its reasonable discretion elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

## SECTION VII

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

7.1 The Manager shall convene the first meeting of the Owners as soon as possible but in any event not later than nine (9) months after the date of this Deed (and to convene further and subsequent meetings if required) to :-

- (a) appoint an Owners' Committee and the chairman thereof; or
- (b) appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance.

7.2 The Owners' Committee shall consist of not less than nine (9) members elected by the Owners for the time being entitled to the exclusive use occupation and enjoyment of the Land and/or the Development or part thereof. The members of the Owners' Committee shall be made up of:

- (a) not less than seven (7) members shall be elected from the Owners of Residential Units;
- (b) not less than one (1) member shall be elected from the Owners of the Commercial Accommodation or the Commercial Units (as the case may be);
- (c) not less than one (1) member shall be elected from the Owners of the Parking Spaces.

PROVIDED THAT notwithstanding anything above contained in this Clause 7.2, if no member is elected by the Owner(s) of the Commercial Accommodation or the Commercial Units (as the case may be), or the Parking Spaces, or both, the Owners' Committee consisting of members elected by the Owners of other part or parts of the Development may still be validly formed.

7.3 The functions of the Owners' Committee shall include the following :-

- (a) the representing of the Owners in all dealings with the Manager;
- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) the reviewing of the annual management budget and revised management budget prepared by the Manager;
- (d) the approval of the Development Rules made from time to time by the Manager;
- (e) to elect a manager to take the place of the Manager in accordance with the provisions of Clause 4.2 hereof; and
- (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of these presents.

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

- 7.5 A member of the Owners' Committee shall hold office until :-
- (a) he resigns by notice in writing to the Owners' Committee; or
  - (b) he ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or
  - (c) he becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
  - (d) he becomes incapacitated by physical or mental illness or death; or
  - (e) he is removed from office by resolution of a duly convened meeting of Owners.

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

- 7.6 A meeting of the Owners' Committee may be convened at any time by the chairman or any two members of the Owners' Committee.

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

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

- 7.8 The quorum at a meeting of the Owners' Committee shall be 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. No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be dissolved.

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

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

- 7.10 The Manager shall act as the secretary to the Owners' Committee and shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.

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

- (a) (i) All resolutions passed by a simple majority of votes at such meeting shall be binding on all 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 or any Sub-Deed;
  - (ii) A resolution put to the vote of the meeting shall be decided on a show of hands only;
  - (iii) 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 and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.
- (b) The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.

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

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

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

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

7.16 Subject to the provisions in Schedule 7 to the Ordinance, the procurement of supplies, goods or services by the Owners' Committee that involves an amount in excess of or likely to be in



excess of HK\$200,000 (or such other sum as the Authority may specify by notice in the Gazette) or an amount which is or is likely to be more than twenty per cent (20%) of the annual management budget (or such other percentage as the Authority may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in Section 20A of the Ordinance will apply to the Owners' Committee with any appropriate variation.

## SECTION VIII

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

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

- (a) A meeting of Owners may be convened by :-
  - (i) the Owners' Committee;
  - (ii) the Manager; or
  - (iii) an Owner appointed to convene such a meeting by the Owners of not less than 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 sub-clause (b) above may be given -
  - (i) by delivering it personally to the Owner;
  - (ii) by sending it by post to the Owner at his last known address; or
  - (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (d) The quorum at a meeting of Owners shall be 10% of the Owners. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. For the purposes of this sub-clause, the reference in this sub-clause to "**10% of the Owners**" shall :-
  - (i) be construed as a reference to ten per cent (10%) of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Land and the Development were divided; and
  - (ii) not be construed as the Owners of ten per cent (10%) of the Undivided Shares in aggregate.
- (e) A meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (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 Owners :-

- (i) an Owner shall have one vote in respect of each Undivided Share he owns;
- (ii) an Owner may cast a vote personally or by proxy;
- (iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast -
  - (A) by a proxy jointly appointed by the co-Owners;
  - (B) by a person appointed by the co-Owners from amongst themselves; or
  - (C) if no appointment is made under sub-sub-clause (iii)(A) or (B) above, either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
- (iv) where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
- (v) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and
  - (A) shall be signed by the Owner; or
  - (B) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (a)(ii) or (iii) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- (i) The procedure at a meeting of Owners shall be as is determined by the Owners.
- (j) Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners of the Development Provided as follows:-

- (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
- (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
- (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed or any Sub-Deed.
- (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers of the Manager.
- (v) A resolution may be passed to dismiss the Manager by giving the Manager not less than three (3) months' notice in writing or in lieu of such notice, with an agreement to be made with the Manager for the payment to the Manager of a sum equal to the amount of remuneration which would have accrued to him during that period, but no such resolution shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares in the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities).
- (vi) For the purposes of sub-clause (j)(v) only:-
  - (A) only the Owners of Undivided Shares who pay or who are liable to pay the management contribution relating to those Undivided Shares shall be entitled to vote; and
  - (B) the reference in the said sub-clause (j)(v) to “**the Owners of not less than 50% of the total number of Undivided Shares**” shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the total number of Undivided Shares who are entitled to vote.
- (k) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (l) The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any fees or charges under this Deed. Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Ordinance or otherwise.

## SECTION IX

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

9.1 In the event of the whole or any part of the Development being so damaged by fire, typhoon, earthquake, subsidence or other cause rendering it substantially unfit for habitation or use or occupation, the Owners of the Development holding not less than seventy-five per cent (75%) of the Undivided Shares allocated to that damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting of the Owners entitled to the exclusive use, occupation and enjoyment of such part of the Development and such meeting may resolve on whether or not to rebuild or reinstate the damaged part(s) of the Development by a resolution of not less than seventy-five per cent (75%) of the Owners present at the meeting and in the event the result of voting is that by reason of insufficiency of insurance money or changes in building law or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such part of the Development then in such event the Undivided Shares in the Land representing such part of the Development shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such former Owners. All insurance money received in respect of any policy of insurance on such part of the Development shall likewise be distributed amongst such former Owners. 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 part of the Development.

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

9.2 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 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.
- (b) The notice of meeting referred to in sub-clause (a) above shall be posted on the public notice boards of or a prominent place in the Development and if possible, may be given :
  - (i) by delivering it personally to the Owner;
  - (ii) by sending it by post to the Owner at his last known address; or

- (iii) by leaving at the Owner's Unit or depositing it in the letter box for that Unit.
- (c) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and the Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares of the damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum.
- (d) The Chairman of the Owners' Committee or the person convening such meeting shall be the chairman of 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, an Owner may cast a vote personally or by proxy.
- (g) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and
  - (1) shall be signed by the Owner; or
  - (2) if the Owner is a body corporate, shall notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at that meeting.
- (h) A resolution passed at a duly convened meeting by not less than seventy-five per cent (75%) of the Owners present in person or by proxy shall be binding on all the Owners of 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 shall not invalidate the meeting or any resolution passed thereat.

## SECTION X

### **10. Miscellaneous Provisions**

- 10.1 (a) No provision of this Deed shall contradict, overrule or fail to comply with the provisions of the Ordinance and the Schedules thereto.
- (b) Nothing in this Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.
- (c) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Land and the Development and to the Undivided Share(s) in respect thereof.
- 10.2 Each Owner shall on ceasing to be the Owner of any Undivided Share and the Unit enjoyed therewith notify the Manager of such cessation within one (1) month from the date of the relevant assignment and such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner.
- 10.3 No person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share and the Unit held therewith save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term and condition prior to his ceasing to be the Owner thereof.
- 10.4 There shall be public notice boards (which may be in electronic form) at such prominent places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the Development Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for seven (7) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
- 10.5 Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof of which the party to be served is the Owner, except that,
- (a) where notice or demand is to be given to an Owner not occupying his Unit, and such Owner has provided the Manager with an address in Hong Kong in accordance with Clause 10.6 below, then such notice or demand shall be sufficiently served if addressed to such Owner and sent by prepaid post to the said address provided in accordance with Clause 10.6 below; and
- (b) where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known address.

All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the registered office of the Manager.

- 10.6 Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying or using his Unit shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such Unit is deemed to be his address for service.
- 10.7 (a) The First Owner shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation in the management office of the Development within one (1) month after the date of this Deed. Copies of this Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the management office of the Development. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request, at such Owner's expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction of this Deed and its Chinese translation, the English text of this Deed approved by the Director of Lands shall prevail.
- (b) The First Owner shall deposit a copy of Schedules 7 and 8 to the Ordinance (English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund.
- 10.8 A set of the plans annexed hereto showing the Common Areas and Facilities shall be kept at the management office of the Development for inspection by the Owners during normal office hours free of costs and charges.
- 10.9 At any time after the formation and during the existence of the Owners' Corporation under the Ordinance, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.
- 10.10 (a) The First Owner at its own cost and expense has prepared the Schedule of Works and Installations (subject to the revisions as provided below).
- (b) The First Owner shall engage the Authorized Person to compile and endorse a Maintenance Manual for the Works and Installations for reference of the Owners and the Manager setting out the following details as a basis for planning of maintenance:-
- (i) as-built record plans and digital data records (such as building information modelling) (if any) of the Development 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 maintenance;



- (v) recommended frequency of maintenance inspection;
  - (vi) checklist and typical inspection record sheets for maintenance inspection; and
  - (vii) recommended life expectancy and maintenance cycle of the Works and Installations and the suggested replacement cycles.
- (c) The First Owner shall engage the Authorized Person to take reference of the Maintenance Manual to compile and endorse a Maintenance Plan for a period of ten (10) years commencing from the date of this Deed (“**the First Prescribed Period**”) in connection with the maintenance of the Development. The Maintenance Plan shall cover all Common Areas and Facilities including but not limited to the items specified in the Maintenance Manual (which for the avoidance of doubt includes those Common Areas and Facilities within the Units) for the comprehensive maintenance of the Development.
- (d) The First Owner shall deposit a full hard copy of the Maintenance Manual and the Maintenance Plan in the management office and a digital copy thereof stored in the electronic device in the management office within one (1) month after the date of this Deed for inspection by all Owners free of charge and taking hard copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (e) The Owners shall at their own expenses inspect, maintain and carry out all necessary works for the maintenance of the Development and their own Units including the Works and Installations.
- (f) All costs incidental to the preparation of the Maintenance Manual and the Maintenance Plan pursuant to sub-clauses (b) and (c) above will be borne by the First Owner.
- (g) The Manager shall base on the Maintenance Plan prepare a Funding Proposal for financing the estimated costs set out in the Maintenance Plan prepared pursuant to sub-clause (c) above.
- (h) Based on the Maintenance Plan for the First Prescribed Period and the Funding Proposal, both of which shall be presented to the Owners for their reference in the first meeting of the Owners convened under Clause 7.1 hereof, and subject to the provisions of the Ordinance,
- (i) the Manager shall maintain sufficient fund in the Management Fund or the General Fund (as the case may be) to pay the estimated costs in relation to the maintenance items in the Maintenance Plan that are expected by the Manager to be incurred annually; and
  - (ii) the Owners shall determine, by a resolution passed at an Owners’ meeting convened under this Deed, the amount and the schedule of contribution to the Special Fund for which the Owners shall be responsible for the estimated costs in relation to the maintenance items in the Maintenance Plan that are not expected to be incurred annually and the time when such contributions shall be made.
- (i) Without prejudice to the Manager’s other obligations under this Deed, in order to keep the Development in good condition, the Manager shall carry out a good and serviceable

day-to-day maintenance to the Common Areas and Facilities with reference to the Maintenance Manual and the Maintenance Plan.

- (i) When in the opinion of the Manager, any revision to the Schedule of Works and Installations and/or the Maintenance Manual is considered necessary, the Owners may, by a resolution passed at an Owners' meeting convened under this Deed, decide on revision(s) to be made to the Schedule of Works and Installations and/or the Maintenance Manual, in which event the Manager must procure from a Qualified Professional the revised Schedule of Works and Installations and/or the revised Maintenance Manual within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
- (ii) When in the opinion of the Manager, any revision to the Maintenance Plan is considered necessary, the Owners may, by a resolution passed at a meeting of the Owners' Committee, decide on revision(s) to be made to the Maintenance Plan, in which event the Manager must procure from a Qualified Professional the revised Maintenance Plan within such time as may be prescribed by the Owners' Committee in the meeting of the Owners' Committee, and such approved revision(s) shall then be presented to the Owners for their reference in an Owners' meeting convened under this Deed.
- (iii) Based on the revised Maintenance Plan referred to in sub-sub-clause (ii) above, the Manager shall prepare an updated Funding Proposal for financing the estimated costs set out in the revised Maintenance Plan, both of which shall be presented to the Owners for their reference in an Owners' meeting convened under this Deed, and subject to the provisions of the Ordinance,
  - (A) the Manager shall maintain sufficient fund in the Management Fund or the General Fund (as the case may be) to pay the estimated costs in relation to the maintenance items in the revised Maintenance Plan that are expected by the Manager to be incurred annually; and
  - (B) the Owners shall determine, by a resolution passed at an Owners' meeting convened under this Deed, the amount and the schedule of contribution to the Special Fund for which the Owners shall be responsible for the estimated costs in relation to the maintenance items in the revised Maintenance Plan that are not expected to be incurred annually and the time when such contributions shall be made.
- (j) Without prejudice to the generality of Clause 4.12 (a)(v) hereof, the First Owner shall within three (3) months after execution of this Deed deposit a start-up contribution of Hong Kong Dollars one million two hundred thousand (HK\$1,200,000) ("**the Specified Fund**") into a separate sub-section account of the Special Fund designated for the Specified Fund referred to in Clause 4.12(a)(v) ("**the Specified Fund Account**") which shall not be used for any purpose other than exclusively for financing the Owners' expenditure in relation to the maintenance items in the Maintenance Plan that are not expected to be incurred annually subject to and in accordance with the provisions contained in this Clause 10.10(j) ("**the Specified Maintenance Purpose**").
  - (i) The Manager shall hold the money in the Specified Fund Account as trustee for the Owners until and unless the Specified Fund or any part thereof shall be used for the Specified Maintenance Purpose. Subject to sub-clause (j)(ii) below, the Specified Fund and the Specified Fund Account shall be used exclusively for the Specified Maintenance Purpose.

- (ii) No money shall be paid out of the Specified Fund unless it is approved by a resolution of the Owners' Committee and for the Specified Maintenance Purpose.
  - (iii) For the avoidance of doubt, the Specified Fund shall not be refunded by the Manager to the First Owner or any of the Owners in any event.
  - (iv) For the avoidance of doubt and notwithstanding any provisions herein contained, the obligations of the First Owner under this Clause 10.10(j) is personal to the First Owner and shall survive after it has ceased to be the Owner of any Undivided Share of and in the Land and the Development.
- (k) the Manager shall as soon as reasonably practicable at least once in the last twelve (12) months immediately prior to the expiry of the First Prescribed Period or each subsequent Prescribed Period (as hereinafter defined) engage a Qualified Professional to:-
- (i) inspect the Common Areas and Facilities and prepare an Inspection Report. The Manager shall, on prior reasonable notice, be allowed to arrange the Qualified Professional to enter any Unit for the purpose of carrying out necessary inspection for the Inspection Report and shall carry out repairs to the defect items with imminent hazards as soon as possible 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 expenses and shall be liable for any act or omission involving criminal liability, wilful act, dishonesty or negligence on the part of the Manager or its employees, agents or contractors in the course of exercising the aforesaid rights.
  - (ii) propose any necessary revision(s) to be made to the Schedule of Works and Installations and/or the Maintenance Manual with reference to the Inspection Report. The Owners may, by a resolution of an Owners' meeting convened under this Deed, decide on revision(s) to be made to the Schedule of Works and Installations and/or the Maintenance Manual, in which event the Manager must procure from a Qualified Professional the revised Schedule of Works and Installations and/or the revised Maintenance Manual within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
  - (iii) prepare a new Maintenance Plan for the succeeding period as the Qualified Professional shall consider appropriate but in any event not more than ten (10) years ("**Prescribed Period**"), which said period shall commence immediately after the expiry of the First Prescribed Period or the preceding Prescribed Period. The Owners may, by a resolution of a meeting of the Owners' Committee, approve the adoption of the new Maintenance Plan, and such approved new Maintenance Plan shall then be presented to the Owners for their reference in an Owners' meeting convened under this Deed.
- (l) All costs of and incidental to the preparation of the revised Maintenance Manual pursuant to sub-clause (i)(i) and/or sub-clause (k)(ii) above, the revised Maintenance Plan pursuant to sub-clause (i)(ii) above, the Inspection Report pursuant to sub-clause (k)(i) above and the new Maintenance Plan pursuant to sub-clause (k)(iii) above shall be paid out of the Special Fund.

- (m) The Manager shall deposit a full hard copy of the revised Maintenance Manual (approved by the Owners pursuant to sub-clause (i)(i) or sub-clause (k)(ii) above), the revised Maintenance Plan (approved by the Owners pursuant to sub-clause (i)(ii) above), the Inspection Report prepared pursuant to sub-clause (k)(i) above and the new Maintenance Plan (approved by the Owners pursuant to sub-clause (k)(iii) above) in the management office and a digital copy thereof stored in the electronic device provided in the management office within three (3) months after the relevant resolution passed in a meeting of the Owners' Committee or an Owners' meeting (as the case may be) convened under this Deed for inspection by all Owners free of charge and taking hard copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
  - (n) The Manager shall base on the new Maintenance Plan prepare a new Funding Proposal for financing the estimated costs set out in the new Maintenance Plan approved pursuant to sub-clause (k)(iii) above.
  - (o) Based on the new Maintenance Plan approved pursuant to sub-clause (k)(iii) above and the new Funding Proposal prepared by the Manager pursuant to sub-clause (n) above, both of which shall be presented to the Owners for their reference in an Owners' meeting convened under this Deed, and subject to the provisions of the Ordinance,
    - (i) the Manager shall maintain sufficient fund in the Management Fund or the General Fund (as the case may be) to pay the estimated costs in relation to the maintenance items in the new Maintenance Plan that are expected by the Manager to be incurred annually; and
    - (ii) the Owners shall determine, by a resolution passed at an Owners' meeting convened under this Deed, the amount and the schedule of contribution to the Special Fund for which the Owners shall be responsible for the estimated costs in relation to the maintenance items in the new Maintenance Plan that are not expected to be incurred annually and the time when such contributions shall be made.
- 10.11
- (a) The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of the Slopes and Retaining Walls (if any) as required by the Government Grant and in accordance with the "Geoguide 5 – Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Slope Maintenance Manual.
  - (b) The Manager shall have full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slopes and Retaining Walls (if any) in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes and retaining walls. For the purpose of this sub-clause, the reference to "**the Manager**" includes the Owners' Corporation, if formed.
  - (c) All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls (if any).

- (d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls (if any) under the conditions of the Government Grant, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.
  - (e) The First Owner shall deposit a full copy of the Slope Maintenance Manual (if any) in the management office of the Development within one (1) month after the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- 10.12 No provision in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of RCHE or RCHD, or the use of the Land or any part thereof or any building or part of any building erected thereon for the purpose of RCHE or RCHD.
- 10.13 The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Units and Common Areas and Facilities and to the Undivided Share or Shares held therewith.
- 10.14 (a) The First Owner (excluding his assigns) shall at all times while the First Owner is in possession of the Yellow Area (as defined in Special Condition No. (8)(a)(i)(I) of the Government Grant) before re-delivery thereof to the Government in accordance with Special Condition No. (9)(a) of the Government Grant, (i) allow free access over and along the Yellow Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (8) of the Government Grant or otherwise and (ii) manage and maintain at his own expense the Yellow Area, the Structures 4 (as defined in Special Condition No. (8)(a)(i)(II) of the Government Grant), the lay-by mentioned in Special Condition No.(30)(a)(ii) of the Government Grant and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Lands.
- (b) The First Owner (excluding his assigns) shall at all times permit residents or occupiers of the building or buildings erected or to be erected on Kowloon Inland Lot No. 9928 and their bona fide guests, visitors or invitees to pass and repass on foot or by wheelchair for all lawful purposes free of costs and charges and without any interruption along, from and through the Yellow Area through the points P1 or P2 shown and marked on the plan annexed to the Government Grant, for the purposes of granting access to and from the Existing Lanes (as defined in Special Condition No. (9)(b) of the Government Grant).
- 10.15 (a) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the AMR Outstations installed in accordance with the AMR Outstation Proposals (as referred to in Special Condition No. (45)(b) of the Government Grant) approved under Special Condition No.(45)(c) of the Government Grant (for the purpose of this Clause, “**the Approved AMR Outstations**”) shall be erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance of the Approved AMR Outstations. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Owners), there are structures, objects or materials erected or placed on, over, above, under, below or within

the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Owners, at the Owners' own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove such structures, objects or materials and to reinstate the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof within such period as specified in the notice.

- (b) The Owners shall indemnify and keep indemnified the Government, the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the provision, installation, operation, maintenance and repair of the Approved AMR Outstations or the exercise of any of the rights under Special Condition No. (45)(f) and (45)(h) of the Government Grant.

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

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**Allocation of Undivided Shares and Management Shares**

**Section 1: Summary**

<b>Part</b>		<b>Undivided Shares</b>	<b>Management Shares</b>
A.	Residential Units	103,712	103,712
B.	Commercial Accommodation	14,048	14,048
C.	Parking Spaces	320	320
D.	Common Areas and Facilities	1,000	0
	<b>Total:</b>	<b>119,080</b>	<b>118,080</b>

## Section 2: Schedule of Allocation

### A. Residential Units

Floor	Flat	Undivided Shares	Management Shares
5th	A #	445	445
	B #	551	551
	C #	413	413
	D #	322	322
	E #	315	315
	F #	428	428
	G #	288	288
	H #	463	463
	J #	284	284
	K #	289	289
<b>Sub-Total:</b>		<b>3798</b>	<b>3798</b>

6th to 12th, 15th to 23rd, 25th to 29th (21 storeys)	A **	461	461
	B **	556	556
	C **	437	437
	D *	332	332
	E *	326	326
	F **	453	453
	G *	301	301
	H **	487	487
	J *	301	301
	K *	305	305
	<b>Sub-Total:</b>		3,959 (3,959 x 21 = 83,139)

30th to 33rd, 35th (5 storeys)	A **	460	460
	B **	557	557
	C **	435	435
	D *	332	332
	E *	326	326
	F **	452	452
	G *	303	303
	H **	490	490
<b>Sub-Total:</b>		3,355 (3,355 x 5 = 16,775)	3,355 (3,355 x 5 = 16,775)
<b>Total:</b>		<b>103,712</b>	<b>103,712</b>

Remark: 13th, 14th, 24th and 34th Floors omitted

# with flat roof

\* with balcony

\*\* with combined balcony and utility platform



**B. Commercial Accommodation**

<b>Unit</b>	<b>Undivided Shares</b>	<b>Management Shares</b>
Commercial Accommodation	14,048	14,048

**C. Parking Spaces**

<b>Unit</b>	<b>Undivided Shares</b>	<b>Management Shares</b>	
Residential Car Parking Spaces (18 nos.)	11, 12 and 13 in Basement 1	12 each	12 each
	14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 in Basement 2	Sub-Total: 12 x 18 = 216	Sub-Total: 12 x 18 = 216
Residential Motor Cycle Parking Space (1 no.)	M4 in Basement 1	2 each Sub-Total: 2 x 1 = 2	2 each Sub-Total: 2 x 1 = 2
Commercial Car Parking Spaces (8 nos.)	01, 02, 03, 04, 05, 06, 07 and 08 in Basement 1	12 each Sub-Total: 12 x 8 = 96	12 each Sub-Total: 12 x 8 = 96
Commercial Motor Cycle Parking Spaces (3 nos.)	M1, M2 and M3 in Basement 1	2 each Sub-Total: 2 x 3 = 6	2 each Sub-Total: 2 x 3 = 6
<b>Total:</b>		<b>320</b>	<b>320</b>

**D. Common Areas and Facilities**

<b>Type</b>	<b>Undivided Shares</b>	<b>Management Shares</b>
Development Common Areas and Facilities	1,000	0
Carpark Common Areas and Facilities		
Residential Common Areas and Facilities		
Commercial Common Areas and Facilities		
<b>Total:</b>	<b>1,000</b>	<b>0</b>

## THE SECOND SCHEDULE ABOVE REFERRED TO

### Rights, Privileges and Easements

#### Part A

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Development (in this Schedule referred to as “**the premises**”) shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Government Grant, this Deed, the Development Rules and the rights of the Manager as provided in this Deed:-
  - (a) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development SUBJECT as aforesaid;
  - (b) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to the premises through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the premises or the Development or any part or parts thereof for the proper use and enjoyment of the premises SUBJECT as aforesaid; and
  - (c) Subject to the consent of the Manager and (as the case may be) the Owners of the relevant Units, the right for any Owner with or without workmen plant equipment and materials at all reasonable times upon reasonable prior notice (except in the case of emergency) to enter upon other parts or Units of the Development for the purpose of carrying out any works for the maintenance and repair of the premises including any conducting media exclusively serving the same (such work not being the responsibility of the Manager under this Deed and which cannot be practically carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby SUBJECT as aforesaid. For the purpose of this sub-clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media.
2. In addition to the above rights and privileges, the Owner of each Undivided Share attributable to the Residential Units shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Government Grant, this Deed, the Development Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Clubhouse 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 Development Rules.
3. Each Owner of a Residential Unit, his tenants, servants, agents, invitees and licensees shall have the right (in common with others having like rights) to go pass and repass over and along and to use the Pedestrian Zone, the accesses (designated or to be designated by the Owner of the Commercial Accommodation from time to time) on Ground Floor, First Floor and Second Floor of the Commercial Accommodation and the Carpark Common Areas and Facilities in Basement 1 and Basement 2 for all purposes connected with the proper use and enjoyment of the Development Common Areas and Facilities in or on Basement 1, Basement 2, First Floor and Second Floor and Residential Common Areas and Facilities in or on Basement 1, Basement 2 and Ground Floor (including but not limited to the Visitor Parking Space in Basement 1,

telecommunication and broadcasting equipment room (tower), potable and flushing water tank and pump room (domestic) and Rain Water Harvesting Plant Room in Basement 1 and the Residential Loading and Unloading Space on Ground Floor), provided that such person shall make good any damage caused to the said accesses of the Commercial Accommodation and the Carpark Common Areas and Facilities in Basement 1 and Basement 2.

4. The Owner of the Commercial Accommodation or a Commercial Unit (as the case may be), his tenants, servants, agents, invitees and licensees shall have the right (in common with others having like rights) to go pass and repass over and along and to use the Pedestrian Zone, the Carpark Common Areas and Facilities in Basement 1 and Basement 2 and the Residential Common Areas and Facilities on Third Floor for all purposes connected with the proper use and enjoyment of the Development Common Areas and Facilities in or on Basement 1, Basement 2 and Third Floor including the Owners' Committee office on Third Floor, the Accessible Car Parking Space in Basement 1 and the Commercial Accommodation in Basement 1 and Basement 2 (including but not limited to potable and flushing water tank and pump room (non-domestic) and telecommunication and broadcasting equipment room (podium)), provided that such person shall make good any damage caused to any part of the Carpark Common Areas and Facilities in Basement 1 and Basement 2 and the Residential Common Areas and Facilities on Third Floor.
5. Each Owner of a Parking Space shall have the right (in common with others having like rights) to go pass and repass over and along and to use the Pedestrian Zone, the access (designated or to be designated by the Owner of the Commercial Accommodation from time to time) on First Floor as well as the lift of the Commercial Accommodation, the Development Common Areas and Facilities on First Floor and the Residential Common Areas and Facilities on Third Floor for all purposes connected with the proper use and enjoyment of the traction car lift machine room on First Floor forming part of the Carpark Common Areas and Facilities and the Owners' Committee office on Third Floor forming part of the Development Common Areas and Facilities, provided that such person shall make good any damage caused to the said access on First Floor and the said lift of the Commercial Accommodation and the Residential Common Areas and Facilities on Third Floor.

## **Part B**

1. The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held:-
  - (a) The full right and privilege of the Manager at all reasonable times on reasonable notice (except in an emergency) with or without agents, surveyors, workmen and others and with or without equipment and apparatus to enter into and upon his premises for the purposes of carrying out necessary repairs to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners and the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for any act or omission involving criminal liability, dishonesty, wilfulness or negligence on the part of the Manager or its employees, agents or contractors;
  - (b) The full right and privilege of the Manager at all times on reasonable notice (except in an emergency) to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the flat roof or the parapet walls of the flat roof as may be determined by the Manager the gondola or such building maintenance

equipment or units to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities PROVIDED THAT the Manager shall ensure the least disturbance is caused by the works under this sub-clause (b) and the Manager shall make good any damage caused thereby at its own costs and expenses and shall be liable for any act or omission involving criminal liability, wilful act, dishonesty or negligence on the part of the Manager or its employees, agents or contractors in the course of exercising the aforesaid rights and the use and enjoyment by the Owner of the Residential Unit or the Owner of the Commercial Accommodation or the Commercial Unit (as the case may be) shall not be unreasonably affected or prejudiced thereby;

- (c) The rights of the First Owner set forth in Section III of this Deed;
  - (d) The right of the Director of Lands or his authorized representatives, at all reasonable times, with or without having given notice, to enter in or upon the Land or any part thereof or any building or part of any building erected on the Land for the purpose of inspecting the same so as to ascertain that there is no breach of or failure to observe any of the General and Special Conditions in the Government Grant.
  - (e) The right of the Director of Lands and the Director of Environmental Protection or his or their authorized representatives, at all reasonable times, upon serving reasonable verbal or written notice on the Owners, to enter into or upon the Lands or any part thereof or any building or part of any building erected on the Land for the purpose of carrying out site investigation works to assess the extent of contamination within the Land, which works shall include but not be limited to conducting site inspections, taking soil and water samples and any other works and operations relating or ancillary to such contamination assessment.
  - (f) The right of the Commissioner for Transport, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them having free and unrestricted ingress, egress and regress to, from and through the Land or any part thereof and any building erected or to be erected thereon with or without tools, equipment, plant, machinery or motor vehicles, free of charge, for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Special Condition Nos. (29), (30) and (31) of the Government Grant by the Owners.
  - (g) The right of the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority having free and unrestricted ingress, egress and regress to, from and through the Land or any part thereof and any building or buildings erected or to be erected thereon with or without tools, equipment, plant, machinery or motor vehicles for the purposes in respect of the AMR Outstations as set out in Special Condition No. (45)(h) of the Government Grant.
  - (h) The rights and privileges equivalent to those set forth in Clause 1 of Part A of this Second Schedule.
2. The Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy the Commercial Accommodation or a Commercial Unit (as the case may be) is held subject to:-

- (a) the rights and privileges equivalent to those set forth in Clauses 3 and 5 of Part A of this Second Schedule.
  - (b) The right of public to use or enjoy the Passageway freely at all times free of obstruction.
  - (c) The right of public to have access to and to use or enjoy the Pedestrian Zone during reasonable time of a day to be determined by the Owner of the Commercial Accommodation as he at his absolute discretion thinks fit for all lawful purposes free of charge.
  - (d) The right of the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy a Unit to have access to and to use or enjoy the Pedestrian Zone during reasonable time of a day to be determined by the Owner of the Commercial Accommodation as he at his absolute discretion thinks fit for all lawful purposes free of charge in particular via the staircases forming parts of the Development Common Areas and Facilities.
  - (e) The right of the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy a Parking Space to have access to and to use or enjoy the Pedestrian Zone during reasonable time of a day to be determined by the Owner of the Commercial Accommodation as he at his absolute discretion thinks fit for all lawful purposes free of charge in particular via the staircases forming parts of the Carpark Common Areas and Facilities.
  - (f) The right of the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy a Residential Unit to have access to and to use or enjoy the Pedestrian Zone during reasonable time of a day to be determined by the Owner of the Commercial Accommodation as he at his absolute discretion thinks fit for all lawful purposes free of charge in particular via passage of the residential lobby forming part of the Residential Common Areas and Facilities.
3. The Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy the Parking Spaces is held subject to the rights and privileges equivalent to those set forth in Clauses 3 and 4 of Part A of this Second Schedule.
4. The full right and privilege of the Manager, its employees, agents and contractors (in common with others having like rights) to go pass and repass over and along and to use the Pedestrian Zone, accesses (designated or to be designated by the Owner of the Commercial Accommodation from time to time) on Ground Floor, First Floor and Second Floor of the Commercial Accommodation for all purposes connected with the Manager's duties and powers under this Deed in respect of the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Carpark Common Areas and Facilities and the Commercial Common Areas and Facilities, provided that the Manager shall make good any damage caused to any part of the Commercial Accommodation on Ground Floor, First Floor and Second Floor and shall be liable for any act or omission involving criminal liability, dishonesty, wilfulness or negligence on the part of the Manager or its employees, agents or contractors in the course of exercising this right.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**Covenants, Provisions and Restrictions**

1. No Owner shall make any structural alteration to any part of the Development owned by him (including but not limited to the external walls, structure or façade of the Unit owned by him or any installation or fixture therein) which may damage or affect or interfere with the right of other Owner(s) or the use and enjoyment of any other part or parts of the Development whether in separate or common occupation (in particular the supply of water, electricity, gas or other utilities) nor shall any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Land not being equipment or apparatus for his exclusive use and benefit.
2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
3. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land or the Development or any of the Units.
4. Subject to the provisions of Clause 3.1 of this Deed, no Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Development at any time in the course of construction or the management and the maintenance of the Land and the Development.
5.
  - (a) No Owner including the First Owner shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless with approval by a resolution of the Owners' Committee. Any payment received for the granting of such approval shall be credited to the Special Fund.
  - (b) No Owner (including the First Owner) shall have the right to convert or designate as Common Areas and Facilities such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or for his own benefit.
6. No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or things be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or occupiers of any other part of the Development.
7. No Owner shall use or permit or suffer the part of the Development owned by him to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being of the Development.

8. (a) No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Government Grant, the Occupation Permit, this Deed and any Ordinances and Regulations from time to time applicable thereto.
- (b) Subject to the provisions of Clause 10.12 of this Deed, no Owner shall use or cause or permit any Unit to be used for industrial or godown purposes or for the purpose of mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as “Ta Chai (打齋)” or any similar ceremony or as a boarding house, dance hall, guest house, hotel apartment, ball room or pawn shop or for any noisy or offensive trade or business.
- (c) No Residential Unit shall be used for any purpose other than for private residential purpose and in particular all Residential Units shall not be sub-divided or partitioned for any form of letting, underletting, licensing or parting with possession thereof whatsoever (regardless of whether any rental, fee or other consideration is given therefor and/or whether any physical addition or alteration work to the original layouts in the Building Plans has been carried out).
- (d) No Commercial Unit shall be used otherwise than in accordance with the Government Grant.
- (e) No Residential Car Parking Space shall be used other than for the parking of motor vehicle licensed under the Road Traffic Ordinance (Cap. 374 of the laws of Hong Kong), any regulations made thereunder and any amending legislation for part or parts of the Development used or to be used for residential purposes.
- (f) No Commercial Car Parking Space shall be used other than for the parking of motor vehicle licensed under the Road Traffic Ordinance (Cap. 374 of the laws of Hong Kong), any regulations made thereunder and any amending legislation for part or parts of the Development used or to be used for non-industrial (excluding private residential, godown, hotel, and petrol filling station) purposes.
- (g) No Residential Motor Cycle Parking Space shall be used other than for the parking of motor cycle licensed under the Road Traffic Ordinance (Cap. 374 of the laws of Hong Kong), any regulations made thereunder and any amending legislation for part or parts of the Development used or to be used for residential purposes.
- (h) No Commercial Motor Cycle Parking Space shall be used other than for the parking of motor cycle licensed under the Road Traffic Ordinance (Cap. 374 of the laws of Hong Kong), any regulations made thereunder and any amending legislation for part or parts of the Development used or to be used for non-industrial (excluding private residential, godown, hotel, and petrol filling station) purposes.
- (i) The Visitor Parking Space shall not be used other than for the parking of motor vehicle licensed under the Road Traffic Ordinance (Cap. 374 of the laws of Hong Kong), any regulations made thereunder and any amending legislation for part or parts of the Development used or to be used for residential purposes.
- (j) The Accessible Car Parking Space shall not be used other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap. 374 of the laws of Hong Kong), any regulations made thereunder and any amending legislation.

- (k) The Parking Spaces, the Accessible Car Parking Space and the Visitor Parking Space 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.
- (l) No Residential Loading and Unloading Space shall be used other than for the loading and unloading of goods vehicles in connection with the Residential Accommodation.
- (m) No Commercial Loading and Unloading Spaces shall be used other than for the loading and unloading of goods vehicles in connection with the Commercial Area.
- (n) The Greenery Areas shall not be used for any other purposes other than as greenery without the prior consent of the Building Authority.
- (o) The Caretaker's Office shall not be used for other purposes other than as permitted under the Government Grant.
- (p) The Rain Water Harvesting Plant Room shall not be used for other purposes other than as permitted under the Building Plans.
- (q) The Areas for Air-Conditioning shall not be used for other purposes other than as permitted under the Building Plans.

PROVIDED THAT subject to Special Condition No.(19) of the Government Grant, the First Owner may use any Unit(s) and such other part(s) of the Development which has not been sold or assigned by the First Owner for the purposes of a sales office and show flats and related marketing activities and that the First Owner shall cause as little disturbance and inconvenience to the other Owners when exercising this right.

- 9. No partitioning shall be erected or installed in a Unit which does not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.
- 10. Subject to the rights of the First Owner and the rights of the Owners of the Commercial Units herein provided, no Owner shall erect or place or cause or permit to be erected or placed any advertising sign or other structure on the flat roof (if any), the Areas for Air-Conditioning and the Non-enclosed Areas forming part of his Residential Unit or any other part thereof and the Manager shall have the right to, on reasonable notice (except in an emergency), enter to remove anything erected or placed on the flat roof (if any), the Areas for Air-Conditioning and the Non-enclosed Areas of his Residential Unit or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
- 11. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any part of his Residential Unit any metal grille, shutter or gate.
- 12. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit any advertising or other sign of any description (except a small name plate outside the entrance door of a Residential Unit giving the Owner's or occupier's name).
- 13. No Owner shall store or permit to be stored in any Residential Unit any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.



14. No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.
15. No Owner shall without the Manager's prior written approval and obtaining all necessary licences from the appropriate Government authorities store or permit or suffer to be stored in any Commercial Unit any hazardous, dangerous, combustible or unlawful goods or explosive substances, or any "dangerous" or "prohibited" goods within the meaning of the Dangerous Goods Ordinance (Cap.295 of the laws of Hong Kong).
16. No Owner shall cut, maim, alter, affix, interfere with or in any other way affect any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, and/or cable television system (if any), fixtures or any other installation within any portion of the roofs or the flat roofs or on the external surfaces provided in the Development as part of the Common Areas and Facilities.
17. No Owner shall be entitled to connect any installation to the communal television and radio aerial system and cable television system (if any) installed by the First Owner or the Manager except with the permission of the Manager and in accordance with any Development Rules relating to the same. No Owner shall affix or install his own private aerial outside any part of the Unit or Development.
18. No air-conditioning or other units shall be installed through any window or external wall of the Residential Unit other than at places designated for such purpose nor shall any individual air-conditioner platforms be erected at the external walls of the Development and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land or the Development. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Unit in good repair and condition Provided that for the avoidance of doubt, installation of air-conditioning units by the Owners of the Residential Units on 5<sup>th</sup> Floor at the designated part of flat roof forming part of a Residential Unit or the air-conditioning plinths or doghouses designated for particular Residential Units within the common flat roofs on 5<sup>th</sup> Floor shall not be considered as a breach of or non-compliance with this Clause.
19. Subject to the rights of the First Owner, no Owner shall erect, install or otherwise affix or allowed to be erected, installed or otherwise affixed any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever on the external surfaces of or extending outside the exterior of his Unit or any part of the Development or be projected from the Development or any part thereof.
20. Subject to the rights of the First Owner and the rights of the Owners of the Commercial Units herein provided, no Owner shall exhibit, display or allow or suffer to be exhibited or displayed on the external parts of any building or structure erected or to be erected on the Land any bill, notice, placard, poster, sign or advertisement whatsoever.
21. No clothing or laundry shall be hung outside the Unit or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities.
22. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roofs, roofs, external walls, entrance halls or the Non-enclosed Areas of his Residential Unit or any other areas which in the opinion of the Manager shall be undesirable or constitute a nuisance to other Owners or occupiers of the Development and the Manager shall have the right to remove such articles without notice at the cost of the offending Owner.

23. No Owner shall erect or build or suffer to be erected or built on or upon the flat roof (if any), the Areas for Air-Conditioning and the Non-enclosed Areas forming part of his Residential Unit or external wall any structure whatsoever either of a permanent or temporary nature. The Manager shall have the right to, on reasonable notice (except in an emergency), enter (including the offending Owner's part of the Development) and remove from the flat roof (if any), the Areas for Air-Conditioning and the Non-enclosed Areas of the Residential Unit and external wall such structure at the cost of the offending Owner and to erect thereon scaffolding and other equipment necessary for repairing and maintaining the plumbing facilities, the external wall and windows of the Development.
24. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Development may be clogged or efficient working thereof may be impaired.
25. No water closets and other water apparatus in the Development shall be used for any purpose other than those for which they were constructed, nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier in whose Unit it shall have been caused.
26. 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.
27. No pet, animal or live poultry shall be kept in any part of the Development if the same have been the cause of written complaint to the Manager by at least two (2) Owners of different Units in the Development PROVIDED THAT this Clause shall not apply to trained guide dogs on leash for the visually impaired persons and livestock, fish, poultry or other animal for business being carried on in the Commercial Accommodation or the Commercial Units (as the case maybe). In any event no dogs shall be permitted in the Common Areas and Facilities unless carried or on leash.
28. Subject to the rights of the First Owner herein provided, no Owner shall paint the outside of the Development including any part of the Development owned by him, or do or permit to be done any act or thing which may or will alter the façade or external appearance of his Unit or the Development (including any part owned by him) or the colour of the window glass panes and the window frames of his Unit.
29. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Development owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
30. No bicycles, tricycles, balance bicycles, baby carriages, skateboards, scooters, trolleys or similar vehicles or devices shall be allowed to obstruct any Common Areas and Facilities.
31. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311 of the laws of Hong Kong) or any amendments thereto.
32. No Owner shall make any alteration to or interfere with the sprinkler system, fire fighting equipment or door hold open device forming part of the Common Areas and Facilities or suffer to be done anything to such sprinkler system, fire fighting equipment or door hold open device

which would constitute a breach of the Fire Services Ordinance (Cap. 95 of the laws of Hong Kong) or any by-laws or regulations made thereunder. If any extension of such sprinkler heads or smoke detectors or alteration to such fire fighting equipment or door hold open device shall be required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

33. No Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Development save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.
34. No Owner shall place on any part of the floors of the Development or in any lifts any article, machinery, goods or merchandise which may cause the maximum floor or lift loading-bearing capacity thereof (as specified on such floor or lift) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Development or any fixtures and fittings therein.
35. No Owner shall remove, interfere with, damage or cut any tree growing on the Land or adjacent thereto except with the prior written consent of the Director of Lands and in compliance with any conditions that may be imposed by the said Director and each Owner shall be responsible to remedy and indemnify the other Owners in respect of any breach of this Clause including a breach by the occupants of his Unit and their guests or visitors.
36. Every Owner shall pay and discharge all existing and future Government rent (unless the same forms part of the Management Expenses pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of such part of the Development of which he is the Owner and to indemnify the other Owners from and against all liability thereof.
37.
  - (a) Each Owner shall at his own cost and expense and in compliance with the Government Grant, this Deed and the Development Rules, manage, repair, maintain and upkeep his Unit and all fixtures, fittings, appliances, utilities, services and facilities installed therein or used in connection therewith (which exclusively serve his Unit or are for the exclusive use of his Unit).
  - (b) Subject to the provisions of this Deed (including sub-clause (a) above), each Owner shall at his own cost and expense keep and maintain his Unit and all wirings and piping thereto and all electrical and sanitary appliances thereto (which exclusively serve his Unit or are for the exclusive use of his Unit whether installed, provided or located within his Unit or at any other parts of the Development) 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 and to avoid any damage to the Common Areas and Facilities of the Development arising out of whatever causes. In case the source or origin of any defect (including but not limited to water leakage or seepage) causing any damage to the Common Areas and Facilities is, in the reasonable opinion of the Manager, suspected to have arisen or originated from any Unit, the Manager may exercise any of the powers pursuant to Clause 5.4 in Section V of this Deed and promptly appoint a Qualified Professional for the purpose of carrying out all necessary inspection, investigation, checking and testing. If the Owner of the suspected Unit refuses such arrangement by the Manager, the Owner of the suspected Unit and the Manager shall jointly appoint a Qualified Professional to arrange all necessary

inspection, investigation, checking and testing. If the Owner of the suspected Unit refuses or fails to arrange for the joint appointment, the Manager may appoint a Qualified Professional to arrange all necessary inspection, investigation, checking and testing.

- (i) If it is evidenced from the inspection, investigation, checking and testing that the source of defect causing damage to the Common Areas and Facilities is originated from any part or parts of such suspected Unit (other than those forming part of the Common Areas and Facilities) according to the relevant proof referred to in Clause 5.4(d)(i) in Section V of this Deed, the Manager shall serve a written notice (with a copy of the relevant proof attached thereto) to the Owner of such suspected Unit, and the Owner of the suspected Unit shall at his own cost and expense repair such defect to the satisfaction of the Manager and make good any damage caused thereby within such period of time as prescribed pursuant to Clause 5.4 in Section V of this Deed above.
  - (ii) If the source of defect causing damage to the Common Areas and Facilities is originated from any Common Areas and Facilities within the suspected Unit, the Owner of such suspected Unit shall allow the Manager and/or its agents, workmen and/or contractors to carry out all necessary repairs to such defect in, through and/or within the suspected Unit (whenever necessary subject to giving reasonable notice to the Owner of such suspected Unit except in an emergency) and the Manager shall make good of any damage caused.
  - (iii) In the course of carrying out any of the duties specified in Clause 5.4 in Section V of this Deed, the Manager and the Qualified Professional shall cause as little disturbance as possible and the Manager shall forthwith make good any damage caused thereby at its own costs and expenses and shall be liable for any act or omission involving criminal liability, wilful act, dishonesty or negligence on the part of the Manager, its employees, agents or contractors.
38. Every Owner shall observe and comply with all terms and provisions of the Government Grant and this Deed so long as he remains as owner of an Undivided Share.
39. (a) The Non-enclosed Areas shall only be used as combined balcony and utility platform or balcony (as the case may be) in relation to or in connection with the use and enjoyment of the Residential Units for which they are provided;
- (b) The design and location of the Non-enclosed Areas under the Building Plans shall not be altered in any way;
- (c) The Non-enclosed Areas shall not be enclosed above safe parapet height other than as under the Building Plans;
- (d) Each Owner of the Non-enclosed Areas shall (i) at his own cost keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance (Cap. 123 of the laws of Hong Kong) and such other Ordinances, by-laws and regulations promulgated by the Government from time to time; and (ii) be responsible for the financial support and maintenance of the same; and
- (e) In the event of any of the above sub-clauses (a) to (d) being in breach or non-compliance, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owners to remedy the breach or non-compliance

forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants including but not limited to the right to, on reasonable notice (except in an emergency), enter upon the Residential Units concerned (including the Non-enclosed Areas provided therein) and remove any structures which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Residential Units which are in breach or non-compliance of any of the aforesaid sub-clauses 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 expenses and shall be liable for any act or omission involving criminal liability, wilful act, dishonesty or negligence on the part of the Manager or its employees, agents or contractors in the course of exercising the aforesaid rights. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose.

40. Owners who have a common wall adjoining their respective Residential Units shall each have the right to the use of the interior surface of the wall on his side subject to an obligation to maintain repair and reinstate such interior surface. Without prejudice to the said obligation, if the wall or any portion thereof (such wall not being structural wall and not being load bearing wall under the Building Plans and not forming part of the Common Areas and Facilities) is damaged or injured for any cause other than the act or negligence of either Owner, it shall be repaired, rebuilt or reinstated at their joint cost and expense with each bearing half of such cost and expense and such Owners shall repair, rebuild or reinstate the wall and contribute to such cost and expense forthwith.
41. Each Owner may at his own expense install in the Unit owned by him such additions, improvements, lights, fixtures, fittings or decorations and remove the same PROVIDED THAT no such installation or removal shall cause any structural damage or interfere with the enjoyment of any part of the Land and/or the Development or shall contravene any applicable laws and regulations or be in breach of any terms of this Deed or the Fit-out Rules. The Fit-out Rules may prescribe that the Owner of Residential Unit and the Owner of Commercial Unit shall deposit and maintain with the Manager a refundable decoration deposit of HK\$5,000 for each Residential Unit and Commercial Unit, or such other reasonable sum as may be determined by the Manager from time to time as security for the due observance and performance by the Owner of the Fit-out Rules when fitting-out or decorating his Unit. Such decoration deposit shall be refunded by the Manager without interest to the Owner of Residential Unit or the Owner of the Commercial Unit after the Owner has notified the Manager in writing that the fitting-out or decoration of his Unit has been completed and upon the Manager being satisfied that this is the case.
42. Each Owner of the Open Kitchen Units shall at his own costs and expenses observe and comply with the Fire Safety Management Plan, in particular the provisions set out in Part B of the FOURTH SCHEDULE 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 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. (a) No Owner shall alter, interfere with or remove, or permit or be suffered to be altered, interfered with or removed the relevant part or parts of the Noise Mitigation Measures which form part of his Residential Unit except in accordance with the Building Plans. Each Owner shall at his own costs and expenses employ contractors nominated by the Manager to carry out repair, maintenance, replacement or reinstatement of the Noise Mitigation Measures which form part of his Residential Unit.
- (b) The Maintenance Windows shall be lockable and only be opened for maintenance access by the Owners of the relevant Residential Units only including but not limited to cleaning of the Maintenance Windows and not for ventilation purpose.
45. No Owner shall install, place or store any air-conditioning unit, furniture, machinery, goods or chattels or other things on the canopies or terrace of the Development or any part thereof.
46. No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the flat roof or the parapet walls of the flat roof pertaining to its Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola or building maintenance unit by the Manager, its workmen or contractors at any time in the course of the management and/or the maintenance of the Development.
47. (a) Each Owner of the Residential Car Parking Spaces or the Commercial Car Parking Spaces shall at his own costs and expenses be solely responsible for the maintenance, inspection, security, repair, replacement, renewal, disconnection or removal of such electric vehicle charging facilities (including the facilities installed or to be installed in the Carpark for serving any of the Parking Spaces situated within the Carpark exclusively for the purpose of or in relation to the charging of electric motor vehicles or electric motorcycles licensed under the Road Traffic Ordinance parking at such Parking Spaces AND the said facilities shall include but not limited to such wires, cables, ducts, trunking, electric vehicle chargers, electric meter, base box, socket outlets, locks, covers and such other security and/or protective devices, equipment, apparatus, appliances, and such other electrical or other installations or otherwise for or in relation to such purpose) serving the Parking Space (for the purpose of this Clause, “**Designated EV Charging Facilities**”) PROVIDED THAT the ownership of each of the Designated EV Charging Facilities shall belong the Owner of the corresponding Parking Space for the time being.
- (b) Without prejudice to sub-clause (a) above, if any Owner of the Parking Space shall fail to repair or maintain the Designated EV Charging Facilities in accordance with sub-clause (a) above and such Designated EV Charging Facilities have caused damage or, in the reasonable opinion of the Manager, danger to the other parts of the Development or the Owners or occupiers of the other Units, the Manager shall, on prior reasonable notice (except in case of emergency), have the right and power to carry out such repair or maintenance works to the relevant Designated EV Charging Facilities PROVIDED THAT all the costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant Parking Space as a debt and PROVIDED FURTHER THAT the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at its own costs and expenses and shall be liable for any act or omission involving criminal liability, wilful act, dishonesty or negligence on the part of the Manager or its employees, agents or contractors in the course of exercising the aforesaid rights.
- (c) The appearance and standards (including but not limited to the installation, commissioning, inspection, testing, maintenance, modification, repairing, design,

specification and use of materials) of all Designated EV Charging Facilities of each Parking Space shall be consistent and compatible with the appearance and standards of the Designated EV Charging Facilities originally installed for that Parking Space by the First Owner or such other appearance or standards as reasonably approved by the Manager PROVIDED THAT any repairing, maintenance, renewal and replacement work shall not be commenced unless with the prior approval of the Manager and shall be carried out by the registered electrical contractors and/or the registered electrical workers approved by the Manager.

- (d) Each Owner of the Parking Space shall at all times perform, observe and comply with all ordinances, legislations and regulations and all guidelines and directions as may be issued by the Government departments and competent authorities from time to time and the Development Rules as may be made by the Manager from time to time in relation to the installation, use, operation, maintenance, repair and/or replacement, inspection, renewal, disconnection, removal of the Designated EV Charging Facilities or any part thereof and shall at all times take good care and such precautions as may be necessary in the use or operation of the Designated EV Charging Facilities or any part thereof so as to avoid any loss, damage, disruption, disturbance, nuisance or annoyance to the Owners or occupiers of the other Units. Each Owner of the Parking Space shall indemnify the Owners or occupiers of the other Units for his failure to perform, observe or comply with the provisions of this Clause.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**Part A**

**Open Kitchen Unit**

<i>Floor</i>	<i>Unit</i>
5/F	G, J and K
6/F – 12/F, 15/F – 23/F and 25/F – 29/F	G, J and K
30/F – 33/F and 35/F	G

**Part B**

**Provisions relating to the Fire Safety Management Plan**

1. An Owner of Open Kitchen Unit (in this FOURTH SCHEDULE, the “**Relevant Owner**”) shall be responsible for maintenance and annual inspection of the fire safety provisions within his Open Kitchen Unit.
2. The Relevant Owner shall not:-
  - (a) remove or obstruct the addressable type smoke detectors provided inside his Open Kitchen Unit and at the common lobby outside his Open Kitchen Unit;
  - (b) remove or obstruct the sprinkler head provided in the Open Kitchen area of his Open Kitchen Unit; or
  - (c) remove the full height wall having a fire resistance rating of not less than -/30/30 adjacent to the Open Kitchen of his Open Kitchen Unit.
3. The Relevant Owner shall allow the Manager and 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 Open Kitchen Unit to carry out (at the cost and expense of the Relevant Owner) annual check and maintenance of the fire safety provisions including but not limited to smoke detectors and sprinkler heads within his Open Kitchen Unit PROVIDED THAT the Manager shall make good any damage at his own costs and expenses so caused and be liable for the negligent, wilful or criminal acts of the Manager, its employees, contractors, etc.
4. The Relevant Owner shall observe and comply with the Fire Safety Management Plan 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.
5. In the event that the Relevant Owner parts with possession of his Open Kitchen 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 Part B of this FOURTH 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 safety provisions within the Open Kitchen Units shall be borne by the Relevant Owners on demand.



**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**Noise Mitigation Measures**

Noise Mitigation Measures implemented or provided in the Residential Units are as follows:-

<i>Floor</i>	<i>Unit</i>	<i>Noise Mitigation Measures</i>
7/F, 8/F, 9/F, 10/F, 11/F and 12/F	A	acoustic windows (top-hung type)* at bedroom 1
8/F, 9/F, 10/F, 11/F and 12/F	A	ventilation window and fixed glazing with Maintenance Window at master bedroom
		ventilation window and self-closing door at living room
15/F	A	acoustic windows (top-hung type)* at bedroom 1
		ventilation window and self-closing door at living room
7/F	B	fixed glazing with Maintenance Window at master bedroom
8/F, 9/F, 10/F and 11/F	B	ventilation window and fixed glazing with Maintenance Window at bedroom 2 and fixed glazing with Maintenance Window at master bedroom
12/F and 15/F	B	fixed glazing with Maintenance Window at master bedroom
Note: “*” composed of top hung window, horizontal acoustic fin and fixed glazing with Maintenance Window		

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**Schedule of Works and Installations**

- (a) structural elements, including those in the common parts as defined in the Ordinance and within the Units;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) Slopes and Retaining Walls (if applicable);
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment (including but not limited to the fire safety provisions for Open Kitchen);
- (h) electrical wiring system and extra low-voltage installations;
- (i) lift installations (applicable);
- (j) gas supply system;
- (k) window installations;
- (l) building management system; and
- (m) other major items (e.g. central air-conditioning and ventilation system, escalators etc.).

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

**SIGNED SEALED and DELIVERED** by )  
the **First Assignee** (who having been )  
previously identified by production of )  
his/her/their Hong Kong Identity Card(s) )  
No(s).[ ] in the presence of:- )

INTERPRETED to the First Assignee by :-

OR (where the First Assignee adopts common seal)

**SEALED** with the Common Seal of the )  
**First Assignee** and **SIGNED** by )  
)  
)  
)  
duly authorized by its board of directors )  
[in the presence of / whose signature(s) )  
is/are verified by]:- )

OR (where the First Assignee does not adopt common seal)

**SIGNED** as a deed by )  
)  
)  
)  
)  
duly authorized for and on behalf of the )  
**First Assignee** [in the presence of / whose )  
signature(s) is/are verified by]:- )

**SEALED** with the Common Seal of the )  
**DMC Manager** and **SIGNED** by )  
 )  
 )  
 )  
duly authorized by its board of directors )  
whose signature(s) is/are verified by :- )