

Dated the day of

CLASSIC GOLD HOLDINGS LIMITED

AND

[]

AND

KERRY PROPERTY MANAGEMENT SERVICES LIMITED

(嘉里物業管理服務有限公司)

**DEED OF MUTUAL COVENANT
AND MANAGEMENT AGREEMENT**

OF

KOWLOON INLAND LOT NO.11227

**MAYER • BROWN
JSM**

ALYY/PSYC/RSL/14448844

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THIS DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT
("this Deed") is made the [●] day of [●] TWO THOUSAND AND [●]

BETWEEN :-

- (1) **CLASSIC GOLD HOLDINGS LIMITED** whose registered office is situate at 25/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong (the "**First Owner**", which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) [●] [whose registered office is situate at]/[of] [●] (the "**First Assignee**", which expression shall where the context so admits include its successors and assigns or his executors administrators and assigns or such survivor of his her or their assigns) of the second part; and
- (3) **KERRY PROPERTY MANAGEMENT SERVICES LIMITED (嘉里物業管理服務有限公司)** whose registered office is situate at 25/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong (the "**DMC Manager**") of the third part.

WHEREAS :-

(A) **The First Owner's title**

Immediately prior to the Assignment to the First Assignee hereinafter referred to, the First Owner was the registered owner and in possession of the Land (as hereinafter defined) and upon issue of the Certificate of Compliance (as hereinafter defined) will become entitled to a Government lease thereof for a term of 50 years commencing from the 10th day of April 2013 and expiring on the 9th day of April 2063 subject to and with the benefit of the Conditions (as hereinafter defined).

(B) **Development of the Land**

The First Owner has developed or is in the course of developing the Land in accordance with the Building Plans (as hereinafter defined) and has erected or is in the course of erecting on the Land the Development (as hereinafter defined).

(C) **Allocation of Undivided Shares**

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

(D) **Allocation of Management Shares**

For the purposes of fixing and determining the amount to be contributed by each Owner to the management expenses of the Development, Management Shares (as hereinafter defined) shall be allocated to the part or parts of the Development in the manner as are more particularly provided in the FIRST SCHEDULE hereto.

(E) Right of the First Owner to assign

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

(F) Assignment to the First Assignee

By an Assignment bearing even date hereof and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed, the First Owner assigned unto the First Assignee the First Assignee's Unit (as hereinafter defined).

(G) The rights and benefits of Owners

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

(H) The Director of Lands has given his approval to this Deed in accordance with Special Condition No.(20)(a)(i) of the Conditions.

NOW THIS DEED WITNESSES as follows :-

SECTION I - DEFINITIONS

1.1 Definitions

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

"Accessible Parking Spaces"

means the 5 parking spaces shown on the approved car park layout plan for the parking of motor vehicles by disabled persons and belonging to the residents of the Development and their bona fide guests, visitors and invitees as required under Special Condition No. (23)(b) of the Conditions on Lower Ground Floor and Basement Floor of the Development which are for identification purposes only shown coloured **Green** and marked "ACCESSIBLE" on the plans annexed hereto and certified as to their accuracy by the Authorized Person;

"Authorized Person"

means Mr. Wong Ming-yim of Dennis Lau & Ng Chun Man Architects & Engineers (HK) Limited, which expression shall include any other authorized person as defined in Section 2(1) of the Buildings Ordinance (Cap.123) for the time being appointed by the First Owner in the place of Mr. Wong Ming-yim;

"BMO"

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

"Building Plans"

means the general building plans for the development of the Land and the Development or any part or parts thereof approved by the Building Authority in accordance with the Buildings Ordinance (Cap.123) and includes any approved amendments or modifications thereto from time to time;

"Carpark Common Areas and Facilities"

means :-

- (a) such areas on the Ground Floor, Lower Ground Floor and Basement Floor of the Development other than those specifically designated as Parking Spaces, Accessible Parking Spaces and Visitors' Parking Spaces and shown on the Building Plans including sprinkler water tank and pump room, fresh air fan rooms, exhaust fan rooms, electric vehicles (E.V.) charging switch rooms, water meter cabinets, fire services inlets (F.S.I.), sprinkler inlets, electrical (elect) rooms, electrical room for electric vehicles charging, staircases, driveways, passages, ramps, car park control gates and panels, smoke vents and ducts, columns, walls and beams and all the water pipes, drains, wires, cables, lighting, car park mechanical ventilation systems including ducts and jet fans, false ceiling, fire fighting installation and equipment and fire shutters serving the Parking Spaces, Accessible Parking Spaces and Visitors' Parking Spaces as a whole and any other facilities installed for the use and benefit of the Parking Spaces, Accessible Parking Spaces and Visitors' Parking Spaces as a whole and which are (if and where capable of being shown on plans) for identification purposes only shown and coloured **Yellow** on the plans annexed hereto and certified as to their accuracy by the Authorized Person;
- (b) (i) such parts of the external walls on the Lower Ground Floor level facing the emergency vehicles access / driveway and enclosing the areas coloured **Yellow** and (ii) such parts of the external walls on the Ground Floor level enclosing the staircases coloured **Yellow**; and
- (c) such other areas, systems, devices, services 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 First Owner in accordance with this Deed,

but shall exclude the Development Common Areas and Facilities and the Residential Common Areas and Facilities and such areas within the Development the exclusive

right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner;

"Certificate of Compliance"

means the certificate or letter from the Director of Lands certifying that all the positive obligations imposed on the grantee under the General and Special Conditions of the Conditions have been complied with to his satisfaction in relation to the whole of the Land;

"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;

"Clubhouse"

means the premises comprising, inter alia, the swimming pools (including the indoor swimming pool, outdoor swimming pool, kids' pool, sauna, steam room, indoor pool filtration plant room, outdoor pool filtration plant room, male/female changing rooms, lavatories and unisex accessible lavatory), landscaped areas, gymnasium, lounge, children play area, library, reading room, pantry, game's rooms, function rooms, clubhouse entrance lift lobby, lift lobby, F.S. lift lobby, reception, heat pump room, pool deck, Jacuzzi, baby care toilet, yoga, store rooms, clubhouse service lift lobby, unisex accessible lavatory, male/female lavatories, electrical (elec) room, staircases, corridors, lifts, fire fighting installation equipment and fire shutters, false ceiling and such other areas and facilities as are now or from time to time designated by the First Owner on the Basement Floor, Lower Ground Floor and Ground Floor of Towers 7, 8, 9 and 10 of the Development and for identification purposes only those indoor parts of the Clubhouse are shown coloured **Green Crossed Hatched Red** on the plans annexed hereto and certified as to their accuracy by the Authorized Person;

"Common Areas and Facilities"

means, collectively, the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Carpark Common Areas and Facilities, and all those parts and such of the areas and facilities (if any) of the Development designated as common areas and facilities by the First Owner in accordance with the provisions of this Deed or by the relevant Owners in any Sub-Deed;

"Conditions"

means the documents of title setting forth the rights and entitlements granted by the Government in respect of the Land, namely Particulars and Conditions of Sale deposited and registered in the Land Registry as Conditions of Sale No.20188 under which the First Owner, subject to the terms and conditions set out therein, is entitled to a Government lease for a term of 50 years commencing from the 10th day of April 2013 and expiring on the 9th day of April 2063;

"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;

"Development"

means the whole of the development erected in or upon the Land known as "[●]" in accordance with the Conditions and the Building Plans;

"Development Common Areas and Facilities"

means :-

- (a) all foundations, columns and structures, basement screen walls, basement cavity walls, fence wall, fence wall/noise barrier, planter area between boundary and fence wall/noise barrier, emergency vehicles access (EVA) / driveway, architectural features, cladding, passages, entrances, staircases, landings, lifting platform, refuse collection vehicles loading bay, landscaped areas, flat roofs, L.V. switch rooms, concrete fill under 1200 depth, cable trench with transformer room above, transformer rooms, cable accommodations and all associated facilities, master water meter room, water meter cabinet, street hydrant tank and pump room, F.S. water tank and pump room, podium cleansing water tank and pump room, emergency generator rooms, fuel tank rooms, sump pits and sump pumps, false ceiling, guard room 01, office and lavatories for watchmen and management staff, store room, Owners' Corporation / Owners' Committee office, planters, non-accessible area (backfill), F.S. control room with sprinkler valve, maintenance voids, refuse storage chamber, ramps, circulation area, voids, lighting systems, lighting conduits and fittings, the subsoil drainage system and ground water monitoring system, drains (including any drainage system passing through or within the Land), electrical cable trenches, gutters, channels, sewers (including any sewer, drain or pipe constructed by the First Owner on or beneath Government land serving the Development or any part thereof), meters, transformers and ancillary installations and facilities, lighting fixtures, control panels, pipes, ducts, wires, cables, valves, switches and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity, air-conditioning, mechanical ventilation and other services are supplied to the Development, pumps, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus and such other areas and any other systems, services, devices and facilities provided for or installed in the Development intended for the common use and benefit of the Development as a whole and not just any particular Unit and which are (if and where capable of being shown on plans) for identification purposes only shown coloured **Red** on the plans annexed hereto and certified as to their accuracy by the Authorized Person;

- (b) such parts of the external walls on Lower Ground Floor, Ground Floor and 1/F levels of the Development enclosing the areas coloured **Red** including without limitation the external walls of Transformer Room A, Transformer Room B, Transformer Room C, Emergency Generator Rooms and fuel tank room;
- (c) the Slope Structures;
- (d) the Greenery At Development Common Areas;
- (e) such other areas, systems, devices, services 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 First Owner in accordance with this Deed; and
- (f) to the extent not specifically provided in paragraphs (a), (b), (c), (d) and (e) above, such other parts of the Land and the Development as may fall within the definition of "common parts" as defined in the BMO,

but shall exclude the Residential Common Areas and Facilities, the Carpark Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner PROVIDED THAT, where appropriate, if (i) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the BMO and/or (ii) any parts specified in the Schedule 1 to the BMO and included under paragraph (b) of the definition of "common parts" set out in section 2 of the BMO, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas and Facilities;

"Fire Safety Management Plan"

means the fire safety management plan and measures (including without limitation the fire safety provisions set out in the FIFTH SCHEDULE) relating to the Residential Units with open kitchen prepared by the Authorized Person which was approved by the Fire Services Department and the Buildings Department and required to be incorporated in the Building Plans and in this Deed together with any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant Government authority;

"First Assignee's Unit"

means all those [●] equal undivided [●] parts or shares of and in the Land and the Development together with the sole and exclusive right and privilege to hold use occupy and enjoy [●] on the [●] FLOOR of Tower [●] of the Development;

"Greenery"

means collectively the Greenery At Development Common Areas and the Greenery At Residential Common Areas;

“Greenery At Development Common Areas”

means the greenery on the Lower Ground Floor and Ground Floor which are for identification purposes only shown and coloured **Red Stippled Black** on the plans annexed hereto and certified as to their accuracy by the Authorized Person;

“Greenery At Residential Common Areas”

means the greenery on the Lower Ground Floor and Ground Floor which are for identification purposes only shown and coloured **Green Stippled Black** on the plans annexed hereto and certified as to their accuracy by the Authorized Person;

“Government”

means the Government of Hong Kong;

“Hong Kong”

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

“House 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 this Deed which shall include without limitation the Club Rules;

“Land”

means all that piece or parcel of ground registered in the Land Registry as Kowloon Inland Lot No. 11227;

“Loading and Unloading Spaces”

means the loading and unloading spaces on the Lower Ground Floor and Ground Floor of the Development intended for the loading and unloading of goods vehicles and by the residents of the Residential Units and their bona fide guests, visitors or invitees or serving the Clubhouse and form part of the Residential Common Areas and Facilities, which are for identification purpose only shown and coloured **Green** and marked “LOADING BAY” on the Lower Ground Floor Plan and Ground Floor Plan annexed hereto and certified as to its accuracy by the Authorized Person;

“Maintenance Manual for Works and Installations”

means the schedules and maintenance manual for the Works and Installations as mentioned in Clause 10.12 hereof as may from time to time be amended or revised in accordance with the provisions of this Deed;

"Management Expenses"

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

"Management Shares"

means those notional shares allocated to the Residential Units and Parking Spaces as provided in the FIRST SCHEDULE hereto or any Sub-Deed for the purpose of calculating the contributions payable by their respective Owners towards the management expenditure of the Development;

"Manager"

means the DMC Manager or any other manager for the time being appointed as manager of the Land and the Development pursuant to the provisions of this Deed and in the absence of any such appointment, the Owners' Committee shall act as the Manager;

"Motor Cycle Parking Spaces"

means the parking spaces (including the electric vehicles charging enabling facilities and associated conduits serving exclusively each of such parking spaces) on the Basement Floor of the Development intended for the parking of motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees, and "Motor Cycle Parking Space" shall be construed accordingly;

"Noise Mitigation Measures "

means the noise mitigation measures required to be implemented in the Development in accordance with the Conditions, which includes :-

- (a) Fence walls/noise barriers at or within the boundary of the Land which forms part of the Development Common Areas and Facilities which are for identification purpose only each shown marked "FENCE WALL / NOISE BARRIER";
- (b) Vertical acoustic fins at the exterior of the Towers which are for identification purpose only each shown marked "VERTICAL ACOUSTIC FIN";
- (c) Fixed glazing (with or without maintenance windows) of the Residential Units which are for identification purpose only each shown marked "FIXED GLAZING";
- (d) Balconies with solid parapet walls on 3 sides with sound absorption material on their ceilings which are for identification purpose only each shown marked "ACOUSTIC BALCONY"; and

- (e) Solid parapet walls enclosing the flat roofs on 1/F of Towers 1 and 2, and 2/F of Towers 8 and 9 which are for identification purpose only each shown and marked "SOLID PARAPET WALL";

on the plans annexed hereto and certified as to their accuracy by the Authorized Person;

"Non-enclosed Areas"

means :-

- (a) the balconies of the Residential Units which are shown **Hatched Black** on the plans annexed hereto and certified as to their accuracy by the Authorized Person;
- (b) the utility platforms of the Residential Units which are shown **Stippled Black** on the plans annexed hereto and certified as to their accuracy by the Authorized Person; and
- (c) the covered areas underneath the said balconies and utility platforms;

"Occupation Permit"

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

"Owner"

means each person in whom for the time being any Undivided Share of and in the Land and the Development is vested and who is registered as the owner of such Undivided Share under the Land Registration Ordinance (Cap.128) and every joint tenant or tenant in common of any such Undivided Share and where any such Undivided Share has been assigned or charged by way of mortgage or charge the word Owner shall include both mortgagor or chargor and mortgagee or chargee in possession of such Undivided Share or any mortgagee or chargee who has foreclosed PROVIDED THAT, subject to the provisions of the mortgage or the charge, the voting rights conferred on the Owner of such Undivided Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed such Undivided Share, and "**Owners**" shall be construed accordingly;

"Owners' Committee"

means a Committee of the Owners formed in accordance with Section VII of this Deed and, where an Owners' Corporation has been formed, the management committee of the Owners' Corporation;

"Owners' Corporation"

means the Owners' Corporation of the Development formed in accordance with the provisions of the BMO;

"Parking Spaces"

means the Residential Parking Spaces and Motor Cycle Parking Spaces and "**Parking Space**" shall be construed accordingly;

"Party Wall"

means a parapet wall which divides the flat roofs or roofs of two Residential Units;

"Recreational Facilities"

means :-

- (a) the Clubhouse;
- (b) the covered landscaped and play areas on Lower Ground Floor and Ground Floor of the Development which are for identification purposes only shown coloured **Green Hatched Red** on the plans annexed hereto and certified as to their accuracy by the Authorized Person; and
- (c) all other sports and recreational facilities and all associated plant and equipment of and for such facilities in the Development;

"Residential Common Areas and Facilities"

means :-

- (a) the structures and interiors of the supporting walls, beams and columns of the residential podium of the Residential Units, architectural fins/features, cladding, upper roofs, open areas, building maintenance unit(s) (as defined in Clause 4.8(c)), false ceiling, maintenance platform, Recreational Facilities, potable/fresh and flushing water tanks and pump rooms, sprinkler water tank and pump rooms, F.S. water tank and pump rooms, switch rooms, rain water harvesting water tank and pump room, grey water treatment tank and pump room, water meter cabinets (W.M.C.), gas valve room, fire services inlets (F.S.I.), sprinkler inlets, heat pump room, pipe ducts (P.D.), electrical riser ducts, air ducts (A.D.), hose reels (H.R.), electrical rooms, fan rooms for refuse rooms, emergency generator rooms, common corridors, protected lobbies, F.S. lift lobbies and lift lobbies, refuse storage and material recovery rooms, inaccessible flat roofs, entrance lobby(ies), caretaker's counters, lifts, lift shafts, planters, landscaped areas, flat roofs, soffit of balcony and of utility platform, F.S. pump booster pump rooms, F.S. control rooms, F.S. control room with sprinkler control valve, ELV room, LV switch rooms, open wells, lift machine rooms, store, guard room 02, open pipe wells, metal grating platform at open pipe wells, dog houses, R.C. plinth for A/C outdoor unit for lobby, top of

balconies and top of utility platforms, space on flat roofs and roofs required as access and working spaces for inspection and maintenance of services of external drainage pipes enclosed by architectural features, maintenance steel platform between Tower 6 and Tower 7 at level 60.79 to 62.39, suspended typhoon proof perforated metal ceiling at urban window, soffit of curtain wall, metal louvre grille with supporting frame at air-conditioning platform, gondola at top roof, communal antenna systems, communal radio/television aerials, cable television system, Telecommunications and Broadcasting (TBE) Rooms, emergency vehicles access / driveway, footpaths, passages, entrances, staircases, landings, transfer plates, voids, lighting systems, lighting conduits and fittings, lighting fixtures, drains (including any road drainage system passing through the Land), electrical cable trench, gutters, watercourses, channels, sewers (including any sewer, drain or pipe constructed by the First Owner on or beneath Government land serving exclusively the Residential Units or any part thereof), meters, control panels, pipes (including the external drainage pipes enclosed by architectural features), ducts, wires, cables, gas valves, switches and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity, air-conditioning, mechanical ventilation and other services are supplied to the Residential Units, pumps, sanitary fittings, electrical installations, refuse disposal equipment, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, sprinkler system, security systems and apparatus and such other areas and any other systems, services, devices and facilities provided for or installed in the Development intended for the common use and benefit of the Residential Units as a whole and not just any particular Residential Unit and which are (insofar as the same are capable of being identified on plan) for the purposes of identification only shown coloured **Green** on the plans annexed hereto and certified as to their accuracy by the Authorized Person;

- (b) (i) all of the external walls on the Lower Ground Floor and Ground Floor levels which do not form parts of the Carpark Common Areas and Facilities or the Development Common Areas and Facilities and (ii) such parts of the external walls (including (1) parapet walls of flat roofs and roofs save and except any Party Wall and (2) curtain walls save and except any window or windows on the curtain walls enclosing the Residential Units) from and including the transfer plate floor level up to and including the Roof level of the Development;
- (c) Loading and Unloading Spaces;
- (d) Accessible Parking Spaces;
- (e) Visitors' Parking Spaces;
- (f) Greenery At Residential Common Areas; and
- (g) such other areas, systems, devices, services 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 First Owner in accordance with this Deed,

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

"Residential Parking Spaces"

means the parking spaces (including the electric vehicles charging enabling facilities and associated conduits serving exclusively each of such parking spaces) on the Lower Ground Floor and Basement Floor of the Development intended for the parking of motor vehicles (but excluding the Visitors' Parking Spaces and the Accessible Parking Spaces) to which Undivided Shares have been or will be allocated, and **"Residential Parking Space"** shall be construed accordingly;

"Residential Unit"

means a unit (together with the air-conditioning platform(s) and Non-enclosed Areas designated to the relevant unit, the plaster and other internal covering of the external walls (which form part of the Common Areas and Facilities) enclosing such unit and the plaster and covering of the internal surface of other enclosing walls abutting on the Common Areas and Facilities enclosing such unit (but not any other part of those walls), the plaster and covering of the internal surface of parapet walls abutting on the Common Areas and Facilities enclosing the flat roofs or roofs of Residential Units, all internal walls, in the cases of the wall(s) separating such unit from another Residential Unit and Party Wall up to only the mid point thereof, exhaust air duct exclusively serving such unit, fire service installations and fire damper(s) with fusible link exclusively serving such unit, windows (whether fixed or openable), balustrade (if any), railing (including, for the avoidance of doubt, any lighting fittings installed within or on such railing) (if any), balcony (including, for the avoidance of doubt, any lighting fittings and any Noise Mitigation Measures installed within the balcony), utility platform (including, for the avoidance of doubt, any lighting and fittings installed within such utility platform), stairhood (if any), flat roof (if any), roof (if any), terrace (if any) and appurtenant thereto) for residential use and purpose in the Development, and **"Residential Units"** shall be construed accordingly;

"Residential Units with fire damper(s)"

means the following Residential Units with fire damper(s) and fusible link :-

- (a) Units A, H and J on all floors of Tower 1;
- (b) Unit D on all floors and Unit H on 3/F to 25/F of Tower 3 and Tower 5;
- (c) Units A and B on 9/F to 25/F, Unit D on 9/F to 27/F and Unit H on 1/F to 25/F of Tower 6;
- (d) Units A and B on 9/F to 25/F and Unit D on 9/F to 27/F of Tower 7;
- (e) Unit A on all floors of Tower 8;
- (f) Units A and B on 2/F to 25/F of Tower 9; and
- (g) Unit A on 26/F and 27/F, Unit B on 2/F to 25/F and Unit E on 5/F to 25/F of Tower 10.

“Residential Units with open kitchen”

means the following Residential Units with open kitchen:-

Units A, E, H and J on all floors of Tower 1;

"Slope Maintenance Manual"

means the maintenance manual for the Slope Structures prepared in accordance with the "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended or substituted from time to time;

"Slope Structures"

means all slopes, slope treatment works, earth retaining structures, retaining walls, slope drainage system and other related structures within or outside the Land and the Development to be maintained by the Owners and those existing at the date of this Deed are, for identification purpose only, shown coloured **Indigo** on the "Slope / Retaining Structures" plan annexed hereto and certified as to their accuracy by the Authorized Person;

"Special Fund"

means any one or, as the context may require, more of the special funds with respect to the non-refundable and non-transferable sum contributed by the Owners and set up and maintained by the Manager in accordance with Clause 5.8 hereof;

"Sub-Deed"

means any Sub-Deed in respect of any part or parts of the Land and the Development to be entered into between the First Owner and another co-owner or owners of the Development;

"Tower"

means a tower block of the Development and "**Towers**" shall be construed accordingly;

"Undivided Shares"

means those equal undivided parts or shares of and in the Land and in the Development allocated to various parts of the Development in accordance with the provisions of this Deed and/or any Sub-Deed, and "**Undivided Share**" shall be construed accordingly;

"Unit"

means any Residential Unit or Parking Space or any part or parts of the Land and the Development to which Undivided Shares have been or will be allocated in accordance with this Deed or any Sub-Deed and the full and exclusive right and privilege to hold, use occupy and enjoy of which belongs or is capable of being assigned to an Owner, and "**Units**" shall be construed accordingly;

"Visitors' Parking Spaces"

means :-

- (a) the 44 parking spaces shown on the approved car park layout plan for use by the bona fide guests, visitors or invitees of the residents of the Development for the parking of motor vehicles, which said parking spaces are shown and coloured **Green Hatched Black** on the Basement Floor plan and Lower Ground Floor plan and Ground Floor plan annexed hereto and certified as to their accuracy by the Authorized Person, which form part of the Residential Common Areas and Facilities; and
- (b) the 1 parking space for disabled persons as required under Special Condition No.(23)(b) of the Conditions on Lower Ground Floor of the Development which is for identification purposes only shown coloured **Green Hatched Black** and marked "ACCESSIBLE" on the Lower Ground Floor plan annexed hereto and certified as to its accuracy by the Authorized Person;

"window"

in relation to any Residential Unit, means :-

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

- (b) any fixed and non-openable window (including the maintenance window on fixed glazing) of a Residential Unit; and
- (c) (where curtain wall is constructed to enclose a Residential Unit) any window on the curtain wall enclosing such Residential Unit,

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

"Works and Installations"

means the major works and installations in the Development (whether forming part of the Common Areas and Facilities or not) requiring regular maintenance on a recurrent basis as listed out in the FOURTH SCHEDULE hereto as may from time to time be amended or revised in accordance with the provisions of this Deed.

1.2 Genders

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

1.3 Clause Headings

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

SECTION II - RIGHTS AND OBLIGATIONS OF OWNERS

2.1 Rights of the First Owner

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

2.2 Rights of the First Assignee

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

2.3 Rights of all Owners

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

2.4 Owners bound by covenants and restrictions

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

2.5 Right to assign without reference to other Owners

Subject to the provisions of the Conditions and this Deed, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, charge, mortgage, lease, license or otherwise dispose of or deal with his Undivided Share together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Land and the Development which may be held therewith PROVIDED THAT any such sale, assignment, mortgage, charge, lease or licence shall be made expressly subject to and with the benefit of this Deed.

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

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

2.7 Restriction on the use of Parking Spaces

- (a) The Parking Spaces shall not be used otherwise than for the purpose of parking private motor vehicles or motor cycles (as the case may be) belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees.
- (b) The Parking Spaces shall not be:-
 - (i) assigned except :-
 - (I) together with Undivided Shares giving the right of exclusive use and possession of a Residential Unit or Residential Units; or
 - (II) to a person who is already the Owner of Undivided Shares with the right of exclusive use and possession of a Residential Unit or Residential Units; or
 - (ii) underlet except to residents of the Residential Units;

Provided Always that not more than three (3) in number of the total Parking Spaces shall be assigned to an Owner or underlet to the resident of any one Residential Unit.

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

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

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

SECTION III - ADDITIONAL RIGHTS OF THE FIRST OWNER

3.1 Additional rights of the First Owner

Each and every Owner covenants with the First Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and any interest therein that the First Owner shall, in addition to any other rights which it may have reserved under the said Assignment to the First Assignee or otherwise, and for as long as the First Owner remains the beneficial owner of any Undivided Share, have the sole and absolute right in its absolute 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) **Right to designate other additional areas**

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 Development Common Areas and Facilities, Residential Common Areas and Facilities or Carpark Common Areas and Facilities) and to sub-allocate Undivided Shares and Management 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 (as the case may be) in accordance with this Deed on trust for and on behalf of all the Owners PROVIDED THAT

- (i) in making such designation or declaration the First Owner shall not affect an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns;
- (ii) no Owner or the Manager shall re-convert or re-designate such additional Common Areas and Facilities to the relevant Owner's own use or benefit save as otherwise provided for when the area in question was so converted or designated;
- (iii) all the Undivided Shares allocated to such additional Common Areas and Facilities shall be vested in the Manager or the Owners' Corporation (as the case may be) in accordance with the provisions of this Deed free of costs or consideration; and
- (iv) 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.

(b) **Right to amend Building Plans, etc.**

The right to :-

- (i) sub-divide and re-partition any Unit or Units the sole and exclusive right to hold, use, occupy and enjoy of which belongs to the First Owner;
- (ii) in respect of any part or parts of the Development owned by the First Owner, change, amend, vary, add to or alter the Building Plans existing at the date hereof without the concurrence or approval of any Owner or any of the parties hereto and no such change, amendment, variation, addition or alteration shall give to the Owners any right of action against the First Owner;
- (iii) to make structural or non-structural alterations or additions to the Development or the services or facilities installed therein or any part or

parts thereof the sole and exclusive right to hold, use, occupy and enjoy of which belongs to the First Owner,

without the concurrence or approval of the Manager or any Owner or any of the other parties hereto and no such sub-division, re-partitioning, structural or non-structural alterations or additions, change, amendment, variation, alteration or addition shall give to any Owner any right of action against the First Owner PROVIDED THAT any such change, amendment, variation, addition or alteration shall not affect an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from any such Unit but nothing herein shall absolve the First Owner from obtaining (if required) any necessary written consent of the Government.

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

The right to affix, erect, maintain, alter, renew, service, repair, replace and remove any one or more chimneys, flues, pipes, pumps, tanks, trunking, conduits, cables, masts, plants, machinery, equipment, lightning conductors and lighting fixtures, systems for broadcast transmission and reception, information distribution and communication, including without limitation to satellite master antennae system, communal aerial broadcast and distribution systems, microwave distribution systems, cable and wireless communications systems, telecommunications transmission, reception and transponder systems, aerials, dishes, antennae, transmitters, transponders, receivers, tuners and the ancillary equipment and connections thereto and other fixtures and structures of whatsoever kind on any part or parts of the Common Areas and Facilities or on such other areas of the Development the exclusive right to hold, use, occupy and enjoy of which belongs to the First Owner or to grant the right to do so to any person PROVIDED THAT written approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed shall first be obtained where Common Areas and Facilities are concerned in respect of the exercise of the right reserved hereunder PROVIDED ALWAYS THAT any such fixtures, structures, erections, equipments, machine and systems shall not interfere with the use and enjoyment by other Owners of the parts of the Development owned by them and FOR THIS PURPOSE, the First Owner shall have the right to :-

- (i) subject to the prior written consent of the Manager, enter into and upon any part of 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
- (ii) license or otherwise permit or grant the right so to do to any other person on such terms as the First Owner may deem fit;

PROVIDED THAT any consideration received as a result of the exercise of such rights so far as the Common Areas and Facilities are concerned shall be credited to the Special Fund and PROVIDED FURTHER THAT the First Owner shall cause as little disturbance as reasonably practicable when carrying

out the works conferred hereunder and make good any damage caused thereby as soon as reasonably practicable;

(d) **Rights of access for completing the Development**

The right to :-

- (i) subject to the written consent of the Manager, enter into and upon all parts of the Common Areas and Facilities with all necessary equipment, plant and materials for the purposes of completing or commissioning the construction of the Development or any part thereof and carrying out any other operations and works in, under, on or over the Common Areas and Facilities as it may from time to time see fit and such right of the First Owner to enter the Common Areas and Facilities to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner. The Manager in pursuance of such operations and works carried out by the First Owner may from time to time issue in writing to the Owners instructions as to the Common Areas and Facilities that the Owners, their tenants, servants, agents, invitees or licensees may or may not use while such works are being carried out PROVIDED THAT the First Owner shall make good any damage or loss that may be caused by or arise from such works and PROVIDED FURTHER THAT the other Owners' right to hold, use, occupy and enjoy the parts of the Development which they own shall not be affected and the other Owners' right to have access to and from their parts of the Development shall not be impeded;
- (ii) determine as to the time when and as to the place where and whether to proceed with the said construction works with power to postpone such works as the First Owner shall deem fit;

(e) **Right to dedicate to public part of the Land**

The right to dedicate to the public any part or parts of the Land and the Development the sole and exclusive right to the use enjoyment and occupation of which is owned by the First Owner 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 :-

- (i) the First Owner shall obtain the prior approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed;
- (ii) the other Owners' right to hold, use, occupy and enjoy the parts of the Development which they own shall not be affected and the other Owners' right to have access to and from their parts of the Development shall not be impeded; and
- (iii) any benefit, concession or compensation acquired shall be paid into the Special Fund.

(f) **Right to surrender or assign to Government**

The right and privilege without the necessity of joining in any other Owner to surrender or assign or part with possession of any part or parts of the Land and/or the Development which is required to be surrendered or assigned to the Government and the sole and exclusive right to the use and enjoyment and occupation of which is owned by the First Owner PROVIDED THAT :-

- (i) the First Owner shall obtain the prior approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed; and
- (ii) any benefit, concession or compensation acquired shall be paid into the Special Fund.

(g) **Right to negotiate with the Government**

The right at its own cost and expense to apply to, negotiate and agree with the Government with a view to amend, vary or modify the Conditions (including the plan(s) annexed thereto) or any conditions thereof or to procure a licence or easement from the Government for installing on Government land, pipes, sewers, subways or other facilities serving the Land and/or the Development or any part thereof (other than a Unit the exclusive right to use, occupy and enjoy has been assigned to an Owner) 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 the Owners and any such amendment or variation or modification or licence or easement shall be binding on the Owners and no such amendment or variation or modification or licence or easement shall give to any Owner any right of action against the First Owner PROVIDED THAT the exercise of this right shall not affect an Owner's right and privilege to hold, use and enjoy his Unit or impede or restrict the access to or from any such part of the Development PROVIDED FURTHER THAT the First Owner shall obtain the prior approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed.

(h) **Right to enter into Sub-Deed**

The right (without the necessity of making any Owner entitled to the exclusive use occupation and enjoyment of any Unit outside the part or parts of the Development in question a party thereto) to enter into a Sub-Deed or Sub-Deeds in respect of any part or parts of the Development the sole and exclusive right to the use enjoyment and occupation of which is owned by the First Owner PROVIDED THAT such Sub-Deed(s) shall not conflict with the provisions of this Deed or affect the rights, interests or obligations of other Owners bound by this Deed and any other previous Sub-Deed(s) PROVIDED FURTHER THAT the First Owner shall obtain the prior written approval of the Director of Lands in relation to such Sub-Deed(s) unless such requirement of approval is waived.

(i) **Right to lay drains and other services**

Subject to the prior approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed and the approval of any Government authority concerned (if necessary), the right to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Common Areas and Facilities or partly within the Common Areas and Facilities and adjoining land to supply utilities services to the Common Areas and Facilities and to grant licence or otherwise permit or grant the right so to do any of the aforesaid to any person on such terms and conditions as the First Owner may deem fit PROVIDED THAT this sub-clause shall not inhibit the right of the First Owner to complete the Development in accordance with the Building Plans.

(j) **Right to adjust, allocate or re-allocate Undivided Shares and Management Shares**

Subject to the Conditions and this Deed, the right without the concurrence or approval of the other Owners to adjust and/or allocate and from time to time re-allocate the Undivided Shares and Managements 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 or Management Share bears to the whole PROVIDED THAT such adjustment, allocation and/or re-allocation :-

- (i) will not affect other Owners' sole and exclusive right and privilege to hold use and occupy their part or parts of the Development;
- (ii) will not adversely affect the other Owners' right interest and enjoyment in the Development and the Land;
- (iii) will not increase the proportion of the other Owners' contribution to the Management Expenses; and
- (iv) shall be on gross floor area basis;

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

(k) **Right to adjust numbering of Units etc.**

The right to adjust the numbering of Units and/or the layout of the Units and to re-designate and re-adjust the same and allocate or re-allocate an appropriate number of Undivided Shares and Management Shares to such Units which are owned by the First Owner without the concurrence or approval of any Owner subject to the approval (if required) of the Government authorities.

(l) **Right to de-register the Slope Structures or any part thereof**

Subject to the prior approval of the Manager, the right and privilege to continue to negotiate and agree with the Government to vary, alter and de-register the Slope Structures or any part thereof if the process has already begun but has not yet completed.

3.2 Power of Attorney

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

3.3 Assignment to include covenant

An Owner shall not be entitled to assign the part or parts of the Development which he owns unless the Assignment includes a covenant in substantially the following terms :-

"The Purchaser covenants with the Vendor for itself and as agent for CLASSIC GOLD HOLDINGS LIMITED ("the Company" which expression shall include its successors assigns and attorneys) to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanteeing Purchaser") and shall enure for the benefit of the Development and be enforceable by the Company and its successors and assigns that :-

- (i) the Covenanteeing Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 3.1 of a Deed of Mutual Covenant and Management Agreement dated the day of and registered in the Land Registry by Memorial No. ("the Deed of Mutual Covenant") and the Covenanteeing Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;

- (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Company as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall (a) 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 and (b) notify the Manager (as defined in the Deed of Mutual Covenant) in writing of any change of ownership of the Property within one month from the date of the Assignment in respect thereof

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

SECTION IV - MANAGER AND POWERS OF MANAGER

4.1 Management to be undertaken by the Manager

- (a) Subject to the provisions of the BMO, the parties hereto have agreed with the DMC Manager for the DMC Manager to undertake the management of the Land and the Development for an initial period of two (2) years from the date of this Deed and shall thereafter continue until terminated as provided in this Clause 4.1.
- (b) The appointment of the Manager may be terminated as follows :-
 - (i) the Manager shall resign from the appointment by giving not less than three (3) calendar 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 on 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, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of the Owners voting either personally or by proxy and supported by the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding those Undivided Shares allocated to the Common Areas and Facilities) in the meeting of the Owners convened for the purpose to remove the Manager and by giving to the Manager not less than three (3) calendar months' notice in writing; or
- (iv) in the event that the Manager is wound up or has a receiving order made against it, the Manager's appointment shall be terminated immediately.
- (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 (excluding the Undivided Shares allocated to the Common Areas and Facilities),
- terminate by notice the appointment of the DMC Manager without compensation.
- (ii) The resolution under Clause 4.1(c)(i) above 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 are given to the DMC Manager within fourteen (14) days after the date of the meeting.
- (iii) The notice and the copy of the resolution referred to in 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 the aggregate" shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares in the aggregate who are entitled to vote.
- (v) If a contract for the appointment of the Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, then Clauses 4.1(c)(i), (ii), (iii) and (iv) shall 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 any); and
 - (2) if no such appointment is approved under Clause 4.1(c)(vii)(1) above by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners'

Corporation shall have exclusive power to appoint any subsequent Manager.

- (viii) This Clause 4.1(c) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the BMO.
- (d) (i) Subject to Clause 4.1(d)(ii), if the Manager's appointment ends for any reason, the Manager shall, as soon as practicable after its appointment ends, and in any event within fourteen (14) days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Land and the Development that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (ii) If the Manager's appointment ends for any reason, the Manager shall within two (2) months of the date the Manager's appointment ends :-
 - (1) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which the Manager's appointment ends and ending on the date the Manager's appointment ended; and a balance sheet as at the date the Manager's appointment ended and shall arrange for that account and balance sheet to be audited by a certified public accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such certified public accountant or other independent auditor as may be chosen by the Manager;
 - (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); and
 - (3) assign the Undivided Shares of the Common Areas and Facilities to the new Manager free of costs or consideration unless the same have already been vested in the Owners' Corporation.

4.2 General Provisions re Termination

- (a) Without limiting the generality of Clause 10.8, no provision of this Deed shall limit the application of Schedule 7 to the BMO by restricting or prohibiting the termination of the DMC Manager's appointment or his resignation during the initial term of two (2) years of its appointment.
- (b) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the

management of the Development, and the Owners' Corporation has appointed a Manager under Clause 4.1(c)(vii)(2) above, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that Clause 4.1(c)(vii)(2) that may otherwise render that person liable for a breach of that undertaking or agreement.

4.3 Appointment of new Manager

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

4.4 Manager's remuneration

- (a) The Manager's annual remuneration for the performance of its duties hereunder shall be ten per cent (10%) of the total annual Management Expenses (excluding (i) the Manager's remuneration and (ii) expenditure of a capital nature or expenditure drawn or to be drawn out of the Special Fund, in this Clause, (the "**capital expenditure**"), PROVIDED THAT by a resolution of Owners passed at a meeting of the Owners convened under this Deed, any capital expenditure may be included for calculating the Manager's remuneration at the aforesaid percentage or at such lower rate as considered appropriate by the Owners) reasonably and necessarily incurred for the proper and efficient management of the Land and the Development.
- (b) The Manager shall be entitled to charge and be paid all disbursements and out-of-pocket expenses necessarily and reasonably incurred in the course of carrying out its duties hereunder. The Manager's remuneration shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary and fees for any staff, facilities, accountancy services or other professional supervision and all disbursements and out-of-pocket expenses necessarily and reasonably incurred in the course of carrying out its duties hereunder which said costs and expenses shall form part of the Management Expenses and shall be a direct charge upon the Management Expenses.
- (c) The Owners shall pay to the Manager the Manager's annual remuneration hereunder in advance on the first day (or such other day as the Manager may deem appropriate) of each calendar month by twelve (12) equal monthly instalments each such payment to be in the sum of one-twelfth (1/12) of the annual remuneration of the Manager to be determined as aforesaid payable by

the Owners according to the annual management budget or the revised annual management budget for the year in question to be prepared as provided in Clauses 5.1 to 5.5 hereof and any adjustment payment that needs to be made to bring the amount paid to the Manager by way of Manager's remuneration for the year in question to the correct amount for such year will be made within twenty-one (21) days from the completion of the auditing of the management accounts for such year as provided in Clause 6.3 hereof.

- (d) No variation of the percentage referred to in Clause 4.4(a) above may be made except with approval by a resolution of Owners at the meeting of the Owners convened in accordance with the provisions of this Deed for the purpose of reviewing the same.
- (e) Upon any review of the Manager's remuneration in accordance with Clause 4.4(d) above, if the Manager does not agree to any resolution passed at the meeting of the Owners in respect of such review, then the Manager, if it so desires, shall have the right to resign by giving notice of termination in accordance with Clause 4.1(b)(i) above.

4.5 Duties and Powers of Manager

The management of the Land and the Development shall be undertaken by the Manager and each Owner hereby irrevocably APPOINTS the Manager as agent in respect of any matter concerning the Land and the Development as a whole and the Common Areas and Facilities therein duly authorised under this Deed and to enforce the provisions of this Deed against the other Owner or Owners subject to the BMO. In addition to the other powers expressly provided in this Deed, the Manager shall have full authority to do all such acts and things as may be necessary or expedient for or in connection with the Land and the Development and the management thereof. Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties :-

- (a) To demand, collect and receive all amounts payable by each Owner under the provisions of this Deed;
- (b) To insure and keep insured the Common Areas and Facilities to the full new reinstatement value as comprehensively as reasonably possible and in particular against loss or damage by fire and/or such other perils as the Manager shall deem fit, and in respect of third party or public liability and occupiers' liability and employer's liability in respect of the employees of the Manager employed within or exclusively in connection with the management of the Land and the Development with some reputable insurance company or companies in the name of the Manager for itself and for and on behalf of the Owners of the Land and the Development according to their respective interests and in such sum or sums as the Manager shall deem fit and without limiting the generality of the foregoing to procure master insurance for the Land and the Development as a whole including those areas which are not Common Areas and Facilities and to pay all premia required to keep such insurance policies in force and updated;

- (c) To arrange for refuse collection and disposal from all parts of the Land and the Development including the Common Areas and Facilities and from areas designated as refuse collection points in the Land and the Development;
- (d) To keep and maintain in good order and repair and condition the lighting of the Common Areas and Facilities and to keep the Common Areas and Facilities well lighted and in a tidy condition;
- (e) To repair, maintain, upkeep, improve, control, operate and manage the Common Areas and Facilities together with all structures, sewers, street furniture and plants constructed, installed and provided thereon or therein; to keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (f) To repair, improve, renovate, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Development and the external walls (including parapet walls of flat roofs and roofs save and except any Party Wall and curtain walls save and except any window or windows on the curtain walls enclosing the Residential Units), architectural fixtures and fittings thereof, elevations and facade thereof but excluding windows (whether fixed or openable) and window frames except those situate in the Common Areas and Facilities PROVIDED HOWEVER THAT the Manager shall have the power at the expense of the Owner concerned to replace broken window glass if any such shall be broken and remain unreplaced for seven (7) days (except in emergency) after the Manager shall have served a notice on the Owner or occupier of the part of the Development concerned requiring him to replace the same;
- (g) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (h) To keep all the Common Areas and Facilities in good condition and working order and to extend or provide additional facilities as the Manager shall at its discretion deem necessary or desirable and to keep the lifts and fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities or the Common Areas and Facilities;
- (i) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Land and the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property or land adjacent to the Land or the Development and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Land and the Development or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;

- (j) To repair, maintain, paint, white-wash, tile or otherwise treat as may be appropriate the Common Areas and Facilities and the exterior of the Development at such intervals as the same may reasonably require to be done;
- (k) To replace any glass in the Common Areas and Facilities that may be broken;
- (l) To keep in good order and repair the ventilation system of the enclosed part or parts of the Common Areas and Facilities;
- (m) To prevent refuse from being deposited on the Land and the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Land and the Development and arrange for its disposal at such intervals and to maintain in the Development refuse collection facilities to the satisfaction of the relevant Government authorities;
- (n) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (o) To choose from time to time subject to the prior approval of the Owners' Committee or the Owners' Corporation (if formed) the colour and type of facade of the Development and of the Common Areas and Facilities;
- (p) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Land and the Development or any part thereof;
- (q) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Land and the Development at all times;
- (r) To lease, license, install, maintain and operate or contract for the leasing, licensing, installation, maintenance and operation of or connection to the communal radio and/or television aerials and/or satellite dishes and/or satellite master antenna television system and/or cable television system (if any) which serve the Development and to enter into any contract or arrangement with any communication service provider for the provision of any communication services to and for the Development or any part thereof provided that
 - (i) the term of such contract shall not exceed three (3) years;
 - (ii) the right to be granted to any service provider under such contract shall not be exclusive and shall provide for sharing of the use of such equipment and facilities with other service providers;
 - (iii) no Owner shall be required to make any payment in any form to any service provider attributable to the installation or provision of such facilities or services unless he is a subscriber to the relevant service;

- (s) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or any thing in or on the Land and the Development or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Conditions and this Deed and to demand and recover on a fully indemnity basis from the Owner or person by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager;
- (t) To appoint solicitor or legal counsel to advise upon any point which arises in the management of the Land and the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Land and the Development of all legal proceedings relating to the Land and the Development (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Government, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or other rules of court or any tribunal of competent jurisdiction or otherwise;
- (u) To prevent (by legal action if necessary) any person including an Owner from unlawfully occupying or using or obstructing any of the Common Areas and Facilities;
- (v) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Land and the Development in any manner in contravention of the Conditions or this Deed;
- (w) To prevent (by legal action if necessary) and to take action to remedy any breach by any Owner or other person residing in or visiting the Land and the Development of any provisions of the Conditions or this Deed;
- (x) To prevent any person detrimentally altering or injuring or damaging any part or parts of the Land and the Development or any part of the Common Areas and Facilities thereof;
- (y) To prevent any person from overloading the floors or lifts of the Development or any part or parts thereof;
- (z) From time to time and for the purpose of regulating the passenger traffic within the Development and/or for the purpose of achieving a more efficient use of the lifts to allocate and/or assign the lifts for the exclusive use of particular levels of the Development;
- (aa) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;

- (bb) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Land and the Development as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;
- (cc) To enter into contracts with and to engage, employ, remunerate and dismiss solicitors, architects, accountants, surveyors and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants for and in connection with the management of the Land and the Development and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Land and the Development or the management thereof;
- (dd) To enforce the due observance and performance by the Owners and occupiers of the terms and conditions of the Conditions, this Deed and the House Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (ee) To ensure that all Owners or occupiers of any part of the Development maintain the part owned or occupied by them in a clean, proper and satisfactory manner and if there shall be any default on the part of any such Owners or occupiers and such default continues after notice has been served by the Manager on such Owners or occupiers, to, at the sole discretion of the Manager, put in hand any necessary maintenance and to take all possible steps to recover the costs therefor from the defaulting Owners or occupiers;
- (ff) Subject to the prior approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed, to grant such easements, quasi-easements, rights, privileges, licences and informal arrangements over any part or parts of the Common Areas and Facilities as it shall in its absolute discretion consider necessary to ensure the efficient management of the Land and the Development PROVIDED THAT any such easements, quasi-easements, rights, privileges, licences and informal arrangements shall not affect any Owner's sole and exclusive right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development and any consideration received or receivable from the exercise of such right shall form part of the Special Fund;
- (gg) Subject to prior approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed,
 - (i) to grant any other rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or the Development or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common

Areas and Facilities or any part thereof and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises;

- (ii) to enter into any other deed or deeds of grant of easement in relation thereto;
- (iii) 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 any deed or deeds of grant of easement; and
- (iv) to release or extinguish any easement or right of way exercisable by the Owners of the Land over any neighbouring premises;

and any consideration received or receivable from the exercise of such right shall form part of the Special Fund;

- (hh) Subject to the prior approval of the Owners by a resolution 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 Common Areas and Facilities which the Manager shall in its absolute discretion deem appropriate PROVIDED THAT any such easements and rights shall not affect any Owner's sole and exclusive right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development and any consideration received or receivable from the exercise of such right shall form part of the Special Fund;
- (ii) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers in accordance with this Deed on such terms as the Manager shall in its absolute discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (jj) To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Development as a whole;
- (kk) Subject to prior approval of the Owners' Committee or the Owners' Corporation (if formed), to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities (other than the Recreational Facilities) and on such terms and conditions and for such consideration as the Manager shall reasonably think fit PROVIDED THAT all income arising therefrom shall form part of the management account and PROVIDED FURTHER THAT the grant of such franchises, leases, tenancy agreements and licences shall not affect an Owner's exclusive right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development;

- (ll) To remove any livestock, live poultry, fowls, animals or pets (except trained guide dogs) from the Land and the Development if the keeping of which is in breach of the provisions of this Deed or, in the opinion of the Manager, such livestock, live poultry, fowls, animals or pets are causing a nuisance to other Owners or occupiers of the Development;
- (mm) To provide such Christmas, Chinese New Year and other festive decorations and to organise such festive celebrations or activities for the Development as the Manager shall in its sole discretion consider desirable;
- (nn) 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 or the House Rules and to impose conditions and additional conditions relating thereto PROVIDED THAT the Manager shall act reasonably in giving or withholding such written consent or approval and in imposing conditions or additional conditions relating thereto and the giving or withholding by the Manager of such consent or approval shall be final and conclusive and binding on the Owners and where any consent or approval is required from the Manager by an Owner, the Manager shall be entitled to charge and retain a reasonable administrative fee which sum shall be held by the Manager for the benefit of the Owners and paid into the Special Fund;
- (oo) Subject as otherwise provided in this Deed, from time to time in the absence of an Owners' Committee or if authorised by the Owners' Committee to compile rules and regulations governing :-
 - (i) the convening, conduct and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
 - (ii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
 - (iii) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee; and
 - (iv) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat;
- (pp) To convene such meetings of the Owners or meetings of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (qq) To do all things as are necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Land and the Development for the better enjoyment or use of the Land and the Development by its Owners occupiers and their licensees PROVIDED THAT the prior approval of the Owners by a resolution passed at the meeting of the Owners convened under this Deed shall first be obtained in relation to any improvement of facilities and services in or on the Land and the Development

which involves an expenditure in excess of ten per cent (10%) of the current annual management budget;

- (rr) To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities and to remove or evict any person thereon who fails to comply with or is in breach of any House Rules relating to such facilities and to exclude any person who has been in persistent breach of such House Rules from the use of such facilities for such period as the Manager shall in its discretion deem appropriate;
- (ss) To make payment to the Government on demand of the cost incurred by the Government in connecting the drains and sewers from the Land to the Government's foul and storm water drains and sewers;
- (tt) To repair and maintain the drains and channels and drainage system whether within or outside the Land which is required to be maintained pursuant to the Conditions or otherwise for proper functioning of the Development;
- (uu) To enter into contracts with third parties for or to delegate or subcontract to other agents or managers whose business is that of estate management the management, maintenance, operation and control of the Common Areas and Facilities or any part or parts thereof on such terms and conditions as the Manager shall in its discretion think fit PROVIDED THAT the Manager shall at all times remain responsible for management, maintenance, operation and control of the Land and the Development in the event of delegation or sub-contracting and PROVIDED FURTHER THAT the Manager shall not be entitled to transfer or assign its rights or obligations under this Deed to any such third parties and such third parties must remain answerable to the Manager;
- (vv) To take all steps necessary or expedient for complying with the Conditions and any Government requirements concerning the Land and the Development or any part thereof;
- (ww) To engage qualified personnel to inspect or carry out a structural survey of the Land and the Development or any part thereof including the drains and channels within or outside the Land but serving the Development as and when the Manager deems necessary or desirable;
- (xx) At the request of the Owners' Corporation (if formed), to assign the Undivided Shares relating to the Common Areas and Facilities and to transfer the management responsibility to the Owners' Corporation free of costs or consideration, for the benefit of the Owners of the Land and the Development upon which such Undivided Shares shall be held by the Owners' Corporation as trustees for the Owners;
- (yy) Upon default of the Owner or Owners in repairing and/or maintaining and/or replacing the plumbing, drainage, electrical, gas and/or any other services and facilities or any part or parts thereof the repair and/or maintenance and/or replacement of which is such Owner's or Owners' responsibility under this

Deed and, in the opinion of the Manager (whose opinion shall be conclusively save for manifest error), resulting in any hazard or nuisance to other Owners or the Common Areas and Facilities, to, at the sole discretion of the Manager, enter with or without workmen at all reasonable times on written notice (except in case of emergency) into all parts of the Land and the Development including any Unit for the purpose of inspecting the plumbing, drainage, electrical, gas and any other services and facilities and to replace or repair at the expenses of the Owner or Owners concerned any part or parts of the plumbing, drainage, electrical and gas and any other services and facilities which shall leak;

- (zz) To put up appropriate signages at the entrance of the Development and/or any part or parts of the Common Areas and Facilities;
- (aaa) To enforce, observe and perform any right of way easement and other rights which the Development enjoys or to which the Development is subject and to take action in respect of any breach thereof;
- (bbb) To discontinue providing any management services to any Owner who defaults in payment of any amounts due from it under this Deed or the House Rules or otherwise fails to observe or perform any of the terms and conditions of this Deed or the House Rules until such default is rectified;
- (ccc) To manage, control and maintain the parking of cars and other vehicles and the loading and unloading of goods within the Common Areas and Facilities and the flow of vehicular traffic over all roads and other areas forming part of the Common Areas and Facilities intended for such purposes;
- (ddd) In the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities vested in the Manager to surrender the same or any part thereof to the Government and the Manager is **HEREBY APPOINTED** the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose including matters relating to payment of compensation and in the event of any land being resumed by the Government, to execute any necessary document in relation to such reversion **PROVIDED ALWAYS THAT** in the event that any land being surrendered covers any private streets, roads or lanes, to make payment (if any) to the Government as required for the surfacing, kerbing, draining (both foul and storm water sewers) and channelling thereof carried out by the Government in respect of such streets, roads and lanes surrendered;
- (eee) To maintain all areas open spaces and facilities as are required to be maintained under the provisions of the Conditions and/or requirements by the Government departments and in the manner as provided therein;
- (fff) To improve, control, operate and manage the Recreational Facilities in good and substantial repair and condition and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation (if applicable) on any part or parts of the Common Areas and Facilities and to maintain the same including any access steps staircases and ramps in a safe, clean, neat, tidy,

functional and healthy condition PROVIDED THAT the provision of any additional facilities for and any improvements to the Recreational Facilities which involves an expenditure in excess of ten per cent (10%) of the current annual management budget shall be subject to obtaining the prior approval from the Owners by a resolution passed at a meeting of the Owners convened under this Deed;

- (ggg) To consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Land and the Development;
- (hhh) To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. The Manager shall ensure that the waste separation and recovery facilities so provided shall consist of material that will not cause any fire hazard and shall be placed in such locations so as not to cause obstruction to any fire escape route and, that the recyclable materials recovered from the waste separation and recovery facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall maintain the waste separation and recovery facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development;
- (iii) To organise any activities as it may consider appropriate on a regular basis to promote the environmental awareness of the Owners and occupiers of the Development and to encourage such Owners and occupiers to participate in such activities with a view to improving the environmental conditions of the Development;
- (jjj) To repair, maintain the artificial lighting (if any) and backup emergency system for, among other things, the staircases of the Development;
- (kkk) To engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the Slope Structures in compliance with the Conditions and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual and with such other guidelines issued from time to time by appropriate Government departments regarding the maintenance of slopes, retaining walls, masonry walls and related structures and to collect from the Owners in proportion to the Management Shares allocated to their parts of the Land and the Development such additional sums (in case of insufficient management funds) from time to time to cover all costs lawfully incurred or to be incurred in carrying out such maintenance and repair Provided that the Manager shall not be personally liable for carrying out such maintenance and repair works which must remain the responsibility of the Owners if, having used all

reasonable endeavours, the Manager has not been able to collect all costs so incurred or to be incurred from all Owners and for the purpose of the exercising of the rights or authority of the Manager under this sub-clause, the Manager shall include the Owners' Corporation (if formed);

(III) To apply, negotiate and agree with the Government to vary, alter and de-register the Slope Structures or any part thereof;

(mmm) To grant rights of ingress, egress and regress and rights of similar kind to the Government, its officers, contractors and agents, his or their workmen with or without tools, equipment, machinery or motor vehicles to construct, lay, maintain, remove, repair and renew drains, pipes, cables, irrigation pipes and other installations, fittings, chambers and other equipment and structures within the Land and the Development (whether or not serving the Land and the Development) and on such terms and conditions as the Manager shall in its absolute discretion deem appropriate;

(nnn) To :-

- (i) maintain such staff and provide such facilities as may be required under the Fire Safety Management Plan;
- (ii) provide proper and adequate training to its staff as may be required under the Fire Safety Management Plan;
- (iii) procure a registered fire service installation contractor (at the cost and expense of the relevant Owners) to carry out annual check and maintenance of the fire service installations located within and outside of the Residential Units with open kitchen in accordance with the Fire Safety Management Plan or otherwise to implement the Fire Safety Management Plan; and
- (iv) in case any of the Owners of Residential Units with fire damper(s) shall fail to do so, procure a registered ventilation contractor (at the cost and expense of the relevant Owners) to carry out annual check and maintenance of the fire damper(s) and fusible link of such Residential Units with fire damper(s) as required under the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder or any other applicable laws or regulations;

and for the purpose of (iii) and (iv) above, the Manager shall have power to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior notice (except in case of emergency) into any Residential Unit with open kitchen or any Residential Unit with fire damper(s) to carry out (at the cost and expense of the relevant Owner) annual check and maintenance of the fire services installations and the fire damper(s) and fusible link therein; Provided That the Manager shall cause as little disturbance as reasonably practicable and shall forthwith make good any damage caused thereby at its own costs and expense and shall be liable for

negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights;

- (ooo) To repair, maintain, upkeep, improve, control, operate and manage the Noise Mitigation Measures located within the Common Areas and Facilities;
- (ppp) To monitor, repair, maintain, upkeep, improve, control, operate and manage the subsoil drainage system and ground water monitoring system located within the Development Common Areas and Facilities in accordance with the requirement of the relevant Government authorities;
- (qqq) To maintain, upkeep, improve, control and manage the Greenery and to take steps to prevent the same being used for any other purpose without the prior consent of the Building Authority, including but not limited to compile such rules and regulations to regulate the use of the Greenery as the Manager shall at its absolute discretion thinks fit;
- (rrr) To take all necessary steps for the purpose of inspecting the external drainage pipes enclosed by architectural features on the external walls of the Development which shall include without limitation the following :-
 - (i) to provide a suitable closed circuit television imaging device and trained personnel to operate the same or to enter into contract with a service provider for the provision of such device and operation of the same; and
 - (ii) to carry out or procure the carrying out of regular inspection of such drainage pipes at a regular interval; and
- (sss) To do all such other things as are necessary for and incidental to the management of the Land and the Development.

4.6 Other Powers of the Manager in respect of parking matters

Without limiting the generality of the other express powers of the Manager herein contained and without prejudice to the right of the Owners of the Parking Spaces, the Manager shall have power :-

- (a) To ban vehicles or any particular category of vehicles from the Land and the Development or any particular parts thereof either generally or during certain hours of day or night PROVIDED ALWAYS that the right of the Owner or Owners to the proper use and enjoyment of the Parking Spaces in accordance with the provisions of the Conditions and this Deed shall not be affected;
- (b) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if formed), to designate any part of the Common Areas and Facilities for the parking of vehicles or any particular class of vehicles provided that all necessary approval from the Government or otherwise has been obtained;

- (c) To impound and/or remove any vehicle parked anywhere on or in the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which is contrary to the provisions of this Deed or any House Rules or which owner of such vehicle has defaulted in paying parking fees and any damage caused to such vehicles during or as a consequence of such impoundment or removal shall be the sole responsibility of the owner of such vehicle;
- (d) To impose charges for any such impoundment or removal and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees;
- (e) To impose and collect service charges on owners of or other persons responsible for such offending vehicles or objects and in the event that the owners thereof or any other persons responsible therefor fail to turn up to claim such offending vehicles or objects within a time which the Manager in its absolute discretion determines to be reasonable, to dispose of the same by whatever way which the Manager in its sole discretion deems fit and expedient and to put the proceeds of sale (if any) in the funds held and applied by the Manager for the management of the Land and the Development;
- (f) To manage and control the Accessible Parking Spaces, the Visitors' Parking Spaces and the Loading and Unloading Spaces for the benefit and use of the residents of the Residential Units and their bona fide guests, visitors and invitees;
- (g) To charge a prescribed fee for entry into and/or use of the Accessible Parking Spaces, the Visitors' Parking Spaces or any part thereof such amount as the Manager shall deem fit subject to review by the Owners' Committee (if formed) PROVIDED THAT all such prescribed fees collected shall form part of the management account and to be utilised towards management, maintenance and repair of the Residential Common Areas and Facilities; and
- (h) To paint and supplement the markings and numberings of the Accessible Parking Spaces, the Parking Spaces, the Visitors' Parking Spaces and the Loading and Unloading Spaces as the Manager thinks fit.

4.7 Other Powers of the Manager

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

- (a) To charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris provided that such charges shall form part of the management account;
- (b) To charge the Owners for all costs and consultants' fees incurred in approving their fitting out, decoration, construction or other plans submitted for approval

by the Manager in accordance with the provisions of this Deed or the House Rules provided that such charges shall form part of the Special Fund;

- (c) To charge the Owners for the use of fresh or sea water supplied (other than fresh or sea water supplied to the Owners through separate meters) at such rates as are from time to time determined by the Manager provided that such charges shall form part of the Special Fund;
- (d) From time to time to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Land and the Development, the payment and recovery of charges for installation, disconnection and reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by Government;
- (e) To charge the Owners of the Residential Units a prescribed fee for use of the Recreational Facilities or any part thereof of such amount as the Manager shall in its discretion deem fit and reasonable PROVIDED THAT all such prescribed fees collected shall be credited to the management account to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities;
- (f) To charge a prescribed fee for use of any part of the Residential Common Areas and Facilities, Carpark Common Areas and Facilities or Development Common Areas and Facilities set aside for parking of vehicles, in accordance with the Conditions, of such amount as the Manager shall in its discretion deem fit and reasonable PROVIDED THAT all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities, Carpark Common Areas and Facilities or Development Common Areas and Facilities, as the case may be;
- (g) To charge the Owner or certain group of Owners all costs of repair or maintenance of any part of the Common Areas and Facilities which (i) in the opinion of the Manager, serve only such Owner or such group of Owners and (ii) are not provided for under the annual management budget (including any sub-budgets or sub-sub-budgets therein) prepared in accordance with Clause 5.4.

4.8 Power to enter into Units

- (a) The Manager shall have power with or without workmen at all reasonable times on written notice (except in case of emergency) to enter into all parts of the Land and the Development including any Unit for the purpose of carrying out necessary repairs to the Development or any part or parts thereof or to abate any hazard or nuisance which in the Manager's opinion (which opinion shall be final and decisive) does or may affect the Common Areas and Facilities or other Owners, including without limitation :-
 - (i) to inspect, rebuild, repair, alter, renew, improve, maintain, clean, paint or decorate any part or parts of the Land, the Development and the

Common Areas and Facilities, or to lay, replace, repair, maintain, alter or remove any of the fresh or sea water mains and drains and pipes thereon serving any part of the Land whether or not the same belong exclusively to any other part or parts of the Development;

- (ii) to inspect and test pipes, toilet(s) or kitchen(s) and to replace or repair at the expense of the Owner or Owners concerned any part or parts of the pipes, toilet(s) or kitchen(s) which shall leak;
- (iii) to erect or place on the external walls, any flat roof, main roof, top roof, terrace, balcony and/or utility platform (in case any of the flat roof, main roof, top roof, terrace, balcony or utility platform shall form part of any Units, with the consent of the Owner(s) of such Unit(s)) scaffolding and/or building maintenance unit(s) (as defined in Clause 4.8(c)) and/or other equipment necessary for proper repair and maintenance of the plumbing facilities, the external walls, windows and other facilities and services of the Development; or
- (iv) for the exercise and carrying out of any of its powers and duties under the provisions of this Deed, which in the opinion of the Manager does or may affect the Common Areas and Facilities,

and for the purpose of gaining access to the Common Areas and Facilities the Manager may enter such part or parts of the Land and the Development without notice in case of emergency PROVIDED THAT the Manager shall cause as little disturbance as reasonably practicable when carrying out such works and make good any damage caused thereby as soon as reasonably practicable and be responsible for negligent or wilful or criminal acts of the Manager or its workers or contractors and, without limiting the generality of the foregoing, the Manager shall have power to enter and access to any part of the Units and to enter into all parts of the Land and the Development for the purpose of gaining access thereto with or without workmen and equipment for the purpose of cleaning, painting, repairing, and maintaining the windows, external walls and other parts of the Development forming part of the Common Areas and Facilities including without limitation, the right to affix and dock any building maintenance unit(s) (as defined in Clause 4.8(c)) for the aforesaid purposes.

- (b) The Common Areas and Facilities shall be under the exclusive control of the Manager who may, subject to the prior approval of the Owners' Committee, make or amend rules or regulations or impose conditions regulating the use and management thereof subject to the provisions of the Conditions and this Deed and any relevant Sub-Deed(s) PROVIDED THAT the exercise of this right shall not affect an Owner's exclusive right to hold, use, occupy and enjoy the part of the Development which he is entitled or impede or restrict the access to and from such part of the Development owned by him.
- (c) In respect of any terrace, flat roof or roof forming part of a Residential Unit, the Manager shall have the right at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace

above the flat roof, roof or terrace, or the parapet walls thereof as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management, vertical passenger hoists(s) and building maintenance equipment (collectively the "**building maintenance unit(s)**") which expression shall include all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the 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 use and enjoyment of the Residential Unit by the Owner of the same shall not be materially adversely affected or prejudiced thereby.

4.9 Manager's acts and decisions binding on Owners

- (a) All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being. Each Owner hereby appoints the Manager to act as agent for and on behalf of each Owner in respect of any matters concerning the Land and the Development as a whole and the Common Areas and Facilities therein as authorised under this Deed and to enforce and/or carry into effect the provisions of this Deed.
- (b) An Owner shall not assign alienate transfer or otherwise dispose of his Unit unless the relevant assignments, instrument in writing or document includes the following covenants:

“The Purchaser hereby covenants with the Vendor that the Purchaser acknowledges the rights conferred on Kerry Property Management Services Limited (and its successors) (“Manager”) as Manager under the Deed of Mutual Covenant and Management Agreement and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression “the Covenanting Purchaser”) and be enforceable by the Vendor and its successors and assigns (other than the Purchaser) and/or the Manager that:

- (i) the Covenanting Purchaser grants confirms and acknowledges the rights liberty and privileges conferred on the Manager under the Deed of Mutual Covenant and Management Agreement aforesaid and the Covenanting Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights liberty and privileges by the Manager;
- (ii) The Covenanting Purchaser hereby appoints the Manager acting singly to be its attorney (who may act through such officers or employees as the Manager may from time to time appoint) and grants unto the

Manager the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Covenanting Purchaser deliver such deed and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights liberty and privileges conferred on the Manager as aforesaid and that the Covenanting Purchaser will ratify and confirm all that the Manager shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the assigns of the Covenanting Purchaser and shall not be revoked by the Covenanting Purchaser or by the death incapacity or the winding up (as the case may be) of the Covenanting Purchaser;

- (iii) the Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant incorporating Management Agreement as if the same terms and covenants on the part of the Covenanting Owner set out therein are made directly by the Covenanting Purchaser; and
- (iv) the Covenanting Purchaser shall not assign alienate transfer or otherwise dispose of the Property unless the relevant assignment, instrument in writing or document includes the same binding covenants as the covenants (i), (ii), (iii) and (iv) herein contained.

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

4.10 House Rules

- (a) Before the formation of an Owners’ Committee, the Manager shall have power from time to time to make, revoke and amend House Rules regulating :-
 - (i) the use, occupation, maintenance and environmental control of the Land and the Development and the Common Areas and Facilities or any part or parts thereof;
 - (ii) the conduct of persons occupying, visiting or using the Land and the Development and the Common Areas and Facilities and the conditions regarding such occupation, visit or use including the payment of charges (if any);
 - (iii) matters pertaining to the protection of the Common Areas and Facilities;
 - (iv) the use of electric vehicles charging enabling facilities forming part of the Parking Spaces; and

- (v) other matters pertinent to the beneficial management of the Land (including without limitation matters pertaining to the protection of the environment of the Land and the implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection);

PROVIDED THAT after the formation of the Owners' Committee, any new House Rules or any amendments to the House Rules may only be made by the Manager with the prior approval of the Owners' Committee.

- (b) Such House Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. Copies of the House Rules from time to time in force shall be posted on the public notice boards of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.
- (c) Such House Rules shall be supplementary to the terms and conditions contained in this Deed and shall not in any way conflict with such terms and conditions or the BMO or the Conditions. In case of inconsistency between such House Rules and the terms and conditions of this Deed, then the terms and conditions of this Deed shall prevail.
- (d) Neither the Manager nor the Owners' Committee or the Owners' Corporation shall be held liable for any loss or damage whatsoever caused or arising from any non-enforcement of such House Rules or non-observance thereof by any third party.
- (e) Without prejudice to the generality of sub-clause (a) above, the Manager shall subject to the prior approval of the Owners' Committee (if formed) be entitled to make revoke and amend rules regulating and restricting the use of the Recreational Facilities including without limitation restricting the use of the Recreational Facilities in certain circumstances or to certain persons, and the fixing of the payment for use of any of the Recreational Facilities PROVIDED THAT all such payments to the Manager shall be credited to the management account to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities.

4.11 Exclusions and Indemnities

The Manager, its servants or agents shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or negligence or wilful act. Without in any way limiting the generality of the foregoing, the Manager, its servants or agents shall not be held liable for any damage, loss or injury caused by or in any way arising out of :-

- (a) any defect in or failure or breakdown of any of the Common Areas and Facilities; or
- (b) any failure, malfunction or suspension of the supply of water, electricity, air-conditioning or other utility or service to the Land and the Development; or
- (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Land and the Development; or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- (e) theft, burglary or robbery within the Land and the Development; or
- (f) any act of God, force majeure or circumstances beyond the control of the Manager;

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

4.12 Owner to be responsible for act or negligence of occupiers

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

SECTION V - MANAGEMENT EXPENSES

5.1 Preparation of annual management budget

- (a) Subject to Clauses 5.1(c), 5.1(e) and 5.1(f) below, the total amount of Management Expenses payable by the Owners during any period of twelve (12) months adopted by the Manager as the financial year in respect of the management of the Land and the Development shall be the total estimated

Management Expenses during that year as specified by the Manager in accordance with Clause 5.1(b) below.

- (b) In respect of each financial year, the Manager shall :-
 - (i) prepare a draft annual management budget setting out the estimated Management Expenses of the Land and the Development during the financial year PROVIDED THAT the first draft annual management budget shall be prepared by the Manager as soon as reasonably practicable after his appointment and shall cover the period from the date hereof until the 31st day of December of the same year and all subsequent draft annual management budgets shall be prepared by the Manager at least one (1) month prior to the commencement of the financial year and such subsequent draft annual management budgets (other than the first draft annual management budget) shall be prepared in consultation with the Owners' Committee (if any);
 - (ii) send a copy of the draft annual management budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft annual management budget in a prominent place in the Development and cause it to remain so displayed for at least 7 consecutive days;
 - (iii) send or display, as the case may be, with the copy of the draft annual management budget a notice inviting each Owner to send his comments on the draft annual management budget to the Manager within a period of fourteen (14) days from the date the draft annual management budget was sent or first displayed;
 - (iv) after the end of the period as set out in Clause 5.1(b)(iii) above, the Manager may alter (but shall not be obliged to do so) the draft annual management budget based on the suggestions made by the Owners' Committee or the Owners and prepare an annual management budget specifying the total estimated Management Expenses during the financial year;
 - (v) send a copy of the annual management budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the annual management budget in a prominent place in the Development and cause it to remain so displayed for at least 7 consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with Clause 5.1(b) above before the commencement of that financial year, the total amount of the Management Expenses for that year shall :-
 - (i) until the Manager has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year;

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

5.2 Financial Year

The first financial year for the purpose of management of the Land and the Development or any part or parts thereof shall commence on the date hereof and shall terminate on the 31st day of December of the same year if the date hereof is on or before 30th June of the year or terminate on the 31st day of December of the following year if the date hereof is after 30th June of the year and subsequent financial years shall commence on the 1st day of January and shall terminate on the 31st day of December of that year. The financial year may be changed but only once in every five (5) years except with the prior approval of a resolutions of the Owners' Committee (if formed) upon giving notice published on the public notice boards of the Development.

5.3 Management Expenses

Subject to the provisions of this Deed, the Management Expenses in the annual management budget shall include all expenditure which is to be expended for the benefit of all Owners and for the proper and efficient management and maintenance of the Land and the Development (including but not limited to the Common Areas and Facilities) and without prejudice to the generality of the foregoing shall include the following costs, charges and expenses :-

- (a) the expenses for management, maintenance, operation, control, improvement, renovation, decoration, ventilation, repair and cleansing of the Common Areas and Facilities and the lighting thereof;
- (b) the expenses for cultivation, irrigation and maintenance of the lawns and planters and landscaped gardens and areas on the Common Areas and Facilities;
- (c) the cost and charges for the supply and consumption of electricity, gas, air-conditioning, water, telephone and other utilities serving the Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Common Areas and Facilities;
- (d) the cost and expense of inspecting, maintaining, repairing and carrying out any necessary works in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Land and the Development and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Land serving the Development or that are required to be maintained under the Conditions or for the proper functioning of the Development;
- (e) the remuneration and related expenses for the provision of security guard services for the Land and the Development and the cost of employing caretakers, security guards, watchmen, cleaners, lift operators and attendants and such other staff to manage and administer the Land and the Development and the Common Areas and Facilities therein and the expenses of training of the said caretakers, security guards, watchmen and such other staff employed for management of the Development;
- (f) the costs and expenses of purchasing or hiring all necessary plants, equipments, vehicles and machineries as are required for the management and maintenance of the Land and the Development;
- (g) the Government rents of the Land under the Conditions but only if no separate assessments are made for the individual Units and the Manager decides, in its discretion, that the same shall be included as part of the Management Expenses and thereafter the Government rents (if any) in respect of the Common Areas and Facilities;

- (h) the costs and expenses of refuse collection, storage and disposal in respect of the Land and the Development and the Common Areas and Facilities;
- (i) the expenses and all sums payable under or pursuant to any deed(s) entered into pursuant to the provisions of this Deed;
- (j) the remuneration of the Manager calculated in accordance with Clause 4.4 of this Deed for providing its services hereunder;
- (k) the premia for insurance of the Land and the Development including but not limited to the Common Areas and Facilities to the full new reinstatement value against loss or damage by fire and/or other perils and of the Manager against third party or public liability and occupiers' liability and employer's liability in respect of employees employed within or exclusively in connection with the management of the Land and the Development or any other insurance policy considered necessary by the Manager;
- (l) a sum for contingencies and provisions for future deficits;
- (m) the expenses in connection with the carrying out of all or any of the duties of the Manager as set out in this Deed;
- (n) legal and accounting and surveying fees and all other professional fees properly and reasonably incurred by the Manager in carrying out the services provided by this Deed and/or in connection with the management and maintenance of the Land and the Development;
- (o) all costs incurred in connection with the Common Areas and Facilities, including but not limited to the costs of operation and maintenance of the Recreational Facilities;
- (q) the licence fees (if any) payable to the Government for laying of drains and channels which serve the Development within or under the Government land adjacent to the Land;
- (r) a sinking fund for emergencies;
- (s) any other costs, charges and expenses properly incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or any Sub-Deed(s);
- (t) the cost of repairing and maintaining any roads, slopes, footbridges, slope treatment works, retaining walls and/or structures, Government land and other structures on outside or adjacent to the Land or forming part of the Development including without limitation to the Slope Structures;
- (u) any other items of expenditure which are necessary for the administration, management and maintenance of the Land and the Development including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses reasonably and necessarily incurred by the Manager in

respect thereof or such proportionate part thereof which are provided by the head office of the Manager for the Development as well as any other lands, developments and buildings and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which relate to the administration and/or management and/or maintenance of the Land and the Development as well as any other land(s) and building(s) in such manner as shall be determined in the reasonable discretion of the Manager having regard to the relevant circumstances,

PROVIDED THAT

- (1) the expenditure for improvement to the Common Areas and Facilities by the Manager shall not exceed ten per cent (10%) of the current annual management budget, save with the prior approval of the Owners by passing a resolution at the meeting of the Owners convened under this Deed;
- (2) the expenditure of a capital nature for the replacement, improvement and renovation of installations, systems, equipment, tools, plant, machinery and apparatus within or forming part of the Common Areas and Facilities shall be compiled in a separate heading within the appropriate section of the annual management budget and shall be payable out of the Special Fund mentioned in Clause 5.8 of this Deed when the same is established;
- (3)
 - (a) Subject to the provisions in Schedule 7 to the BMO and to proviso (3)(b) and (c) below, none of the Manager or the Owners' Committee shall enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless
 - (i) the supplies, goods or services are procured by invitation to tender; and
 - (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the BMO.
 - (b) Subject to proviso (3)(c) below, none of the Manager or the Owners' Committee shall enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to twenty per cent (20%) of the annual management budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in Gazette unless :-
 - (i) if there is an Owners' Corporation
 - (1) the supplies, goods or services are procured by invitation to tender;

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

goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender;

- (4) notwithstanding anything to the contrary contained in this Deed, where, in the opinion of the Manager, any expenditure relates solely to or is solely for the benefit of any Unit and no Owner of any other Unit would receive any material benefit therefrom, and the Manager considers that it is appropriate to do so under the circumstances, the Manager may decide (whose decision shall be final and binding) to require that the full amount of such expenditure shall be borne by the Owner of that Unit.

5.4 Calculation of contribution to annual management budget

- (a) Subject to the provisions of this Deed, the annual management budget shall be divided into the following parts to the intent that :-
 - (i) Where any expenditure relates principally to the Residential Common Areas and Facilities providing service to Owners of the Residential Units or any part or parts thereof including but not limited to the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Recreational Facilities, the Loading and Unloading Spaces, the Visitors' Parking Spaces and the Accessible Parking Spaces (and whether or not it so relates shall save for manifest error be conclusively decided by the Manager), the expenditure shall form part of the Management Expenses of the Residential Units (the "**Residential Management Expenses**") and shall be borne by the Owners of the Residential Units. For the avoidance of doubt, the Residential Management Expenses shall also include such parts of the expenditure in Clause 5.4(a)(ii) which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces and the Accessible Parking Spaces.
 - (ii) Where any expenditure relates principally to the Carpark Common Areas and Facilities providing service to Owners of the Parking Spaces or any part or parts thereof (and whether or not it so relates shall save for manifest error be conclusively decided by the Manager), the expenditure shall form part of the Management Expenses of the Parking Spaces (the "**Carpark Management Expenses**") and shall be borne by the Owners of the Parking Spaces. For the avoidance of doubt, such part of the aforesaid expenditure which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces and the Accessible Parking Spaces shall be excluded from the Carpark Management Expenses and be treated as part of the Residential Management Expenses.
 - (iii) Where any expenditure relates principally to the Development Common Areas and Facilities (and whether or not it so relates shall save for manifest error be conclusively decided by the Manager), the expenditure shall form part of the Management Expenses of the Land

and the Development as a whole (the "**Development Management Expenses**") and shall be borne by all Owners of the Land and the Development Provided that in relation to this part of the annual management budget the Manager may take into account any payments to be made and any receipts to be obtained pursuant to any deed or deeds of grant of easement.

PROVIDED THAT

- (1) the Manager shall have the discretion on a fair and reasonable basis to break down each or any of the sections or parts of the annual management budget into sub-budget(s) or sub-sub-budget(s) for any specific part of the Development (and the breakdown of such section or part of the annual management budget shall save for manifest error be conclusively decided by the Manager), for the purpose of differentiating between the different levels of management services available to and the use of the relevant services and facilities and areas by the Owner or Owners of Units within such specific parts and in each case, in the annual management budget next prepared by the Manager pursuant to this Deed;
 - (2) for the Accessible Parking Spaces and Visitors' Parking Spaces, the aforesaid expenditure which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces and the Accessible Parking Spaces shall be calculated, first, by reference to all expenditure relating principally to the Carpark Common Areas and Facilities and the service provided to the Parking Spaces, Accessible Parking Spaces and Visitors' Parking Spaces or any part or parts thereof, and secondly, with apportionment of such expenditure being made by reference to the total numbers of Visitors' Parking Spaces and Accessible Parking Spaces bearing to the total numbers of Parking Spaces, Accessible Parking Spaces and Visitors' Parking Spaces; and
 - (3) in the event that a Sub-Deed is entered into in respect of any component part of the Development and in the Sub-Deed any areas and facilities are designated as common areas and facilities, a new section of the annual management budget shall be established by the Manager such section to cover all expenditure which in the opinion of the Manager (whose decision shall be binding and conclusive save for manifest error) is specifically referable to the common areas and facilities of such component part of the Development and such expenditure shall be borne by the Owners of that component part of the Development (as the case may be) in accordance with the provisions of the Sub-Deed.
- (b) Each Owner shall contribute towards the Management Expenses of the Development (including the Manager's remuneration) in such manner in such amount and in such proportion as hereinafter provided :-

- (i) Each Owner of a Residential Unit shall contribute his due proportion of the budgeted Residential Management Expenses which proportion shall be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units PROVIDED THAT where the Manager prepares sub-budget(s) or sub-sub-budget(s) for any specific part of the Development, only the expenses which are attributable to the specific part of the Development shall be apportioned in the manner described above and the expenses of any sub-budget or sub-sub-budget (as the case may be) shall be paid by the Owners of Units covered by such a sub-budget or sub-sub-budget (as the case may be) in the proportion that the Management Shares attributable to the Units owned by them bears to the total number of Management Shares allocated to all Units covered by such a sub-budget or sub-sub-budget (as the case may be);
- (ii) Each Owner of a Parking Space shall contribute his due proportion of the budgeted Carpark Management Expenses which proportion shall be equal to the Management Shares of his Parking Space divided by the total Management Shares of all Parking Spaces PROVIDED THAT where the Manager prepares sub-budget(s) or sub-sub-budget(s) for any specific part of the Development, only the expenses which are attributable to the specific part of the Development shall be apportioned in the manner described above and the expenses of any sub-budget or sub-sub-budget (as the case may be) shall be paid by the Owners of Units covered by such a sub-budget or sub-sub-budget (as the case may be) in the proportion that the Management Shares attributable to the Units owned by them bears to the total number of Management Shares allocated to all Units covered by such a sub-budget or sub-sub-budget (as the case may be);
- (iii) Each Owner of the Development shall contribute his due proportion of the budgeted Development Management Expenses which proportion shall be equal to the Management Shares of all Unit(s) owned by him divided by the total Management Shares of all Units of the Development PROVIDED THAT where the Manager prepares sub-budget(s) or sub-sub-budget(s) for any specific part of the Development, only the expenses which are attributable to the specific part of the Development shall be apportioned in the manner described above and the expenses of any sub-budget or sub-sub-budget (as the case may be) shall be paid by the Owners of Units covered by such a sub-budget or sub-sub-budget (as the case may be) in the proportion that the Management Shares attributable to the Units owned by them bears to the total number of Management Shares allocated to all Units covered by such a sub-budget or sub-sub-budget (as the case may be);
- (iv) If a Sub-Deed is entered into in respect of any component part of the Development and a new section of the annual management budget is established for that component part in accordance with proviso of Clause 5.4(a), each Owner of that component part shall in addition

contribute his due proportion of the budgeted management expenses for that section in the manner provided in the Sub-Deed;

- (v) It is hereby expressly provided that the Owner's liability to make such payment or contribution shall in no way be reduced by reason of the fact that the Residential Unit, Parking Space or such part of the Development to which he is entitled to exclusive possession is vacant or occupied and whether it has been let or leased to tenant or is occupied by the Owner himself or any other person;

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

5.5 Revision to annual management budget

- (a) Without prejudice to anything herein contained, in the event of the Manager finding at any time that the annual management budget is insufficient to cover all expenditure or in the event of a deficiency occurring or seeming to the Manager likely to occur or if there shall be any change in circumstances which in the opinion of the Manager (whose decision shall be binding and conclusive save for manifest error) require any revision to the annual management budget, the Manager may at any time during the financial year, prepare a revised annual management budget and once completed shall have the same reviewed by the Owners' Committee (only if and when it has been formed) and the provisions of Clauses 5.1 to 5.4 shall apply mutatis mutandis to the revised annual management budget as to the annual management budget. A revised annual management budget may be further revised as often as may be

necessary in the manner as aforesaid. The surplus (if any) shall be applied towards the Management Expenses of the Land and the Development.

- (b) The Manager shall also have the power, in the event of a revised management budget completed pursuant to and in accordance with Clause 5.5(a) above, to add to the amount to be contributed monthly by any Owner such additional amount as shall be necessary to meet revised estimated management expenditure in any accounting year to the intent that any such amount shall form part of the monthly contribution of such Owner to the management expenses and be recoverable accordingly.

5.6 Excluded Expenses

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

- (a) Any sum attributable or relating to the cost of completing the construction of the Land and the Development or any part thereof which sums shall be borne solely by the First Owner;
- (b) All existing and future Government rents (if apportioned or separately assessed), taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any Unit which shall be borne by the Owner for the time being thereof;
- (c) The expenses for keeping in good and tenantable repair and condition the interior fixtures and fittings, windows, sealant of the windows, railing and balustrades of the balconies, utility platforms, flat roofs, roofs and platforms designated for placing air-conditioner(s), Noise Mitigation Measures installed within a Residential Units including (i) fixed glazing (with or without maintenance windows) and (ii) solid parapet walls and sound absorption materials in balconies and/or flat roofs, windows on curtain walls enclosing a Residential Unit and doors of any part of the Development together with the plumbing, electrical installations, plant, equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which shall be borne solely by the Owner or Owners for the time being thereof.

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

- (a) Notwithstanding anything herein contained, where the Manager or the Owners' Corporation acquires Undivided Shares of and in the Land and the Development (including those relating to the Common Areas and Facilities) as trustee for all the Owners of the Residential Units or for all the Owners of the Parking Spaces (as the case may be) pursuant to the provisions of the Conditions or this Deed, then such Undivided Shares and the Units held therewith shall be exempted from contributing to Management Expenses as provided in this Deed.

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

5.8 Establishment and Maintenance of Special Fund

- (a) There shall be established and maintained (for the purpose of paragraph 4 of Schedule 7 of the BMO) by the Manager as trustee for and on behalf of all the Owners (save and except the Manager) for the time being a Special Fund to provide for expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually including but not limited to expenses for the renovation, improvement and repair of the Development Common Areas and Facilities and/or for the efficient management and maintenance of the Development Common Areas and Facilities which includes, without limitation, the setting up of the management office, the purchase, setting up, replacement, improvement and addition of installations, systems, plants and equipments, systems, tools, machineries and apparatus in the Development Common Areas and Facilities and the costs of the relevant investigation works and professional services and/or in connection with the management of the Development Common Areas and Facilities.
- (b) There shall be established and maintained (for the purpose of paragraph 4 of Schedule 7 of the BMO) by the Manager as trustee for and on behalf of all the Owners of Residential Units for the time being a Special Fund to provide for expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually including but not limited to expenses for the renovation, improvement and repair of the Residential Common Areas and Facilities and/or for the efficient management and maintenance of the Residential Common Areas and Facilities which includes, without limitation, the purchase, setting up, replacement, improvement and addition of installations, systems, plants and equipments, systems, tools, machineries and apparatus in the Residential Common Areas and Facilities and the costs of the relevant investigation works and professional services and/or in connection with the management of Residential Common Areas and Facilities and such parts of such expenses in respect of the Carpark Common Areas and Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces and the Accessible Parking Spaces.
- (c) There shall be established and maintained (for the purpose of paragraph 4 of Schedule 7 of the BMO) by the Manager as trustee for and on behalf of all the Owners of Parking Spaces for the time being a Special Fund to provide for expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually including but not limited to expenses for the renovation, improvement and repair of the Carpark Common Areas and Facilities and/or for the efficient management and maintenance of the Carpark Common Areas and Facilities which includes, without limitation, the purchase, setting up, replacement, improvement and addition of installations, systems, plants and

equipments, systems, tools, machineries and apparatus in the Carpark Common Areas and Facilities and the costs of the relevant investigation works and professional services and/or in connection with the management of Carpark Common Areas and Facilities but excludes such parts of such expenses which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces and the Accessible Parking Spaces which shall be covered by the Special Fund in respect of the Residential Common Areas and Facilities.

- (d) The Special Funds established under Clauses 5.8(a), 5.8(b) and 5.8(c) shall be trust funds managed by the Manager and all sums in the Special Fund shall belong to all Owners, Owners of Residential Units and Owners of Parking Spaces (as the case may be) for the time being of the Land and the Development except the Owner of the Common Areas and Facilities and such fund shall not be refundable or transferable.
- (e) Subject to Clause 5.8(f) below, each Owner shall before he is given possession of his part of the Development by or upon completion of the purchase of his part of the Development from the First Owner, whichever shall be the earlier, deposit with the Manager a sum equivalent to two (2) months' contribution towards the Management Expenses payable in respect of his part of the Development based on the first annual management budget as an initial contribution to the Special Fund.
- (f) The First Owner shall in respect of any part or parts of the Development remaining unsold after three (3) months from (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to the Units (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later deposit with the Manager a sum equivalent to two (2) months' contribution towards the Management Expenses based on the first annual management budget as an initial contribution to the Special Fund in respect of such unsold part or parts. For the purpose of this Clause 5.8(f), a part or parts of the Development shall be considered as remaining unsold where no assignment has been executed by the First Owner in respect of such part or parts.
- (g) Each Owner shall also on demand pay to the Manager for the ensuing years such further sum as his contributions to the Special Fund in such amounts and at such time as shall be determined and approved by a resolution of the Owners at a meeting of the Owners convened under this Deed having regard to the reasonable recommendation by the Manager.
- (h) 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.
- (i) The Manager shall open and maintain at a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) one or more interest-bearing accounts, the title of which shall refer to the relevant Special Fund for the Development,

and the Manager shall use that account exclusively for the purpose of that Special Fund.

- (j) Without prejudice to the generality of Clause 5.8(i) 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.
- (k) The Manager shall display a document showing evidence of any account opened and maintained under Clause 5.8(i) or (j) in a prominent place in the Development.
- (l) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under Clause 5.8(i) above; or if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 5.8(j) above.
- (m) Except as herein provided or in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). For the avoidance of doubt, the Manager shall not use the Special Fund or any part or parts thereof for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Development.

5.9 Management fee deposit and debris removal fee

- (a) Each Owner (save and except the First Owner but subject as provided in Clause 5.9(b) below) shall before he is given possession of his part of the Development by or upon completion of the purchase of his part of the Development from the First Owner, whichever shall be the earlier :-
 - (i) deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to two (2) months' contribution towards the Management Expenses payable in respect of his part of the Development based on the first annual management budget which said sum shall be non-refundable but transferable and shall not be set off against any contribution payable by him under this Deed;
 - (ii) pay to the Manager the whole or a due proportion (being the same proportion as the number of Management Shares allocated to the Unit or part of the Development of which he is the Owner bears to the total number of Management Shares of all Units in the Development) of all water meter deposits and electricity deposits and all utility and other deposits which have already been paid in respect of his part of the Development and/or in respect of the Common Areas and Facilities and such sum shall be non-refundable but transferable;

- (iii) (save and except the Owners of Parking Spaces) pay to the Manager a non-refundable and non-transferable sum not more than one (1) month's contribution towards the Management Expenses payable in respect of his Residential Unit based on the first annual management budget as shall be specified by the Manager as a debris removal fee. Any such fee received by the Manager which is not used for debris removal or special cleaning and clearing shall be credited to the Special Fund; and
 - (iv) pay to the Manager a sum equivalent to two (2) months' contribution towards the Management Expenses payable in respect of his part of the Development based on the first annual management budget on account of payment by him of the first two (2) months' management fees in advance.
- (b) The First Owner shall in respect of any Unit(s) remaining unsold after (i) three (3) months from the date of this Deed or (ii) the date on which it is in a position validly to assign those Management Shares attributable to the Units (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later :-
- (i) deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to two (2) months' contribution towards the Management Expenses payable in respect of such unsold Unit(s) based on the first annual management budget, which deposit shall not be set off against any contribution payable by it under this Deed;
 - (ii) pay to the Manager the whole or a due proportion (being the same proportion as the number of Management Shares allocated to such unsold Units or parts of the Development of which the First Owner is the Owner bears to the total number of Management Shares of all Units in the Development) of all water meter deposits and electricity deposits and all utility and other deposits which have already been paid in respect of such unsold Units or parts and/or in respect of the Common Areas and Facilities;
 - (iii) pay to the Manager a non-refundable sum not more than one (1) month's contribution towards the Management Expenses payable in respect of such unsold Residential Units based on the first annual management budget as shall be specified by the Manager as debris removal fees PROVIDED THAT such sum paid by the First Owner under this Clause 5.9(b)(iii) shall be transferable by the First Owner to its assignees. Any such fees received by the Manager which are not used for debris removal or special cleaning or clearing shall be credited to the Special Fund.

For the purpose of this Clause 5.9(b), a Unit shall be considered as remaining unsold where no assignment has been executed by the First Owner in respect of such Unit.

- (c) Each Owner shall also on demand pay to the Manager such additional amount as may be necessary to increase the deposit as security for payment of sums due under this Deed to a sum equivalent to two (2) months' contribution towards the Management Expenses under any current annual management budget payable in respect of his part or parts of the Development.
- (d) Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed), the Manager shall have the right to set off the deposit under Clause 5.09(a)(i) against any sums payable by an Owner under this Deed. The Manager shall be under no obligation to exercise such right of set off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to two (2) months' contribution towards the Management Expenses payable in respect of the relevant part of the Development which he owns based on the current annual budget.

5.10 Payment of monthly contribution to Management Expenses

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

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

Notwithstanding anything contained in this Deed, the Manager shall be entitled in its absolute discretion to charge the Owner concerned a reasonable sum as consideration for granting and processing any consent or approval required from the Manager pursuant to this Deed (irrespective of whether such consent or approval is eventually granted or withheld by the Manager) PROVIDED THAT such consideration shall form part of the Special Fund.

5.12 Manager's right to collect payment from other occupiers of the Development

The Manager may collect from licensees, tenants and other occupiers of any part of the Land and the Development not otherwise required to pay management contribution under this Deed, such sum or sums as the Manager shall in his absolute discretion

determine as contribution towards the Management Expenses and such sum or sums collected shall form part of the Special Fund.

5.13 Enforcement by Manager

(a) Interest and collection charge on late payment

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

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

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

(b) Civil Action taken by Manager

All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and legal cost and all other expenses incurred in or in connection with recovering or attempting to recover the same (on a solicitor and client basis) shall be recoverable by civil action at the suit of the Manager (and the claim in any such action may include a claim for the costs of the Manager in such action on a full indemnity basis and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the Owners (except the defaulting Owner) as a whole and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

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

In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within thirty (30) days from the date of demand, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in Clause 5.13(a) 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 5.13(b) hereof and in registering the charge hereinafter referred to shall stand charged on the Undivided Shares of the defaulting Owner and the Unit held therewith and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Shares of the defaulting Owner and the Unit held therewith. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.

(d) **Order for Sale**

Any charge registered in accordance with Clause 5.13(c) hereof shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the Unit held therewith and the provisions of Clause 5.13(b) of this Deed shall apply equally to any such action.

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

The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Land and the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed binding on such Owner and of the House Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 5.13(b) above shall apply to all such proceedings.

5.14 Application of insurance money etc.

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

SECTION VI - SPECIAL FUND, ACCOUNTS ETC.

6.1 Owners' interest in funds held by Manager

Any person ceasing to be the Owner of any Undivided Share or Shares in the Land and the Development shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposits paid under Clause 5.9 hereof and his contributions towards the Special Fund paid under Clause 5.8 of this Deed to the intent that all such funds shall be held and applied for the management and maintenance of the Land and the Development irrespective of changes in ownership of the Undivided Shares in the Land and the Development PROVIDED THAT any deposits as security for the payment of sums due hereunder or the balance thereof paid under Clause 5.9 hereof may be transferred into the name of the new Owner of such Undivided Shares and PROVIDED FURTHER THAT upon the Land reverting to the Government and no further government lease or land grant being obtainable, any balance of the said funds held by the Manager shall be divided proportionately between Owners contributing to the Management Expenses immediately prior to such reversion, or in the case of extinguishment of rights and obligations as provided in Clause 9.1 hereof, an appropriate part of the said funds shall be divided proportionately between Owners whose rights and obligations are extinguished in proportion to their Management Shares.

6.2 Summary of Income and Expenditure

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

retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is approved or determined from time to time by a resolution of the Owners' Committee (if any).

- (f) The retention of a reasonable amount of money under Clause 6.2(e) above or the payment of that amount into a current account in accordance with Clause 6.2(e) and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
- (g) Any reference in this Clause 6.2 to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155), the title of which refers to the management of the Land and the Development.
- (h) The Manager shall maintain proper books or records of account and other financial records of all receipts and all payments made to and all expenditure incurred by the Manager in the exercise of its powers and duties hereunder and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years. In addition, within one (1) month after each consecutive period of three (3) months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary of income and expenditure and balance sheet in a prominent place in the Development and cause it to remain so displayed for at least seven (7) consecutive days.

6.3 Audit of annual accounts

- (a) Within two (2) months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
- (b) Each income and expenditure account and balance sheet shall be certified by a firm of certified public accountants appointed by the Manager and shall provide an accurate summary of all items of income and expenditure during that financial year including details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.
- (c) Irrespective of whether the Owners' Corporation is formed, the Manager shall upon request of the Owners at an Owners' meeting appoint an accountant or some other independent auditor nominated by the Owners at the said meeting to audit any income and expenditure account and balance sheet prepared by the Manager as aforesaid.

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

6.4 Inspection of accounts

The Manager shall :-

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

SECTION VII - OWNERS' COMMITTEE

7.1 First Meeting

Within nine (9) months of the execution of this Deed, the Manager shall convene the first meeting of the Owners (and to convene further and subsequent meetings if required) to establish an Owners' Committee and to elect a chairman thereof or to establish a management committee for the purpose of forming the Owners' Corporation.

7.2 Constitution

The Owners' Committee shall consist of not less than 9 persons and in the appointment or election of the members to the Owners' Committee, provided that :-

- (a) not less than 8 members shall be elected from persons who are Owners of the Residential Unit(s); and
- (b) one (1) member shall be elected from Owner(s) of Parking Space(s).

7.3 Meetings

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

7.4 Functions

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

- (a) To represent the Owners in all dealings with the Manager;
- (b) To undertake such other duties as the Manager may, with their approval, delegate to them;
- (c) To review the draft annual management budget, annual management budget and revised annual management budget prepared by the Manager;
- (d) To review and approve the House Rules made from time to time by the Manager;
- (e) To liaise with the Manager in respect of all matters concerning the management of the Land and the Development;
- (f) To appoint accountants for audit of the annual accounts prepared by the Manager;
- (g) To convene meetings of all the Owners;
- (h) To act as the Manager during such period when no Manager is appointed;
- (i) To appoint a manager to take the place of the Manager in accordance with the provisions of Clause 4.3 hereof; and
- (j) To exercise all other powers and duties conferred on the Owners' Committee by virtue of this Deed.

7.5 Eligibility

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

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

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

7.6 Member continues in office

If at any annual general meeting at which an appointment or election of a member should take place, the office of the retiring member is not filled, or if in any year no annual general meeting is held, the member shall continue in office until the next annual general meeting.

7.7 Owners' Committee continues to act

The Owners' Committee may continue to act notwithstanding any vacancies in its number as long as the number is not reduced below three (3). In the event that the number is reduced below three (3), the remaining members of the Owners' Committee may act for the purpose only of electing another member of the Owners' Committee.

7.8 Cessation of Office of Members

The chairman and every member of the Owners' Committee shall retire from office at the next annual general meeting following his appointment or election but shall be eligible for re-appointment or re-election but subject to this he shall hold office until :-

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

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

shall have the right to fill the casual vacancy thereby created if the member concerned is an appointed member.

7.9 Annual Meeting

The Owners' Committee shall meet at the requisition of the chairman or any two members of the Owners' Committee or whenever reasonably requested by the Manager PROVIDED THAT not less than one such meeting shall be held once in each calendar year commencing with the year following the date of this Deed for the purpose of reviewing the Manager's management budget and transacting any other business of which due notice is given in the notice convening the meeting.

7.10 Notice of Meeting

- (a) The person or persons convening the meeting of the Owners' Committee shall, at least seven (7) days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee.
- (b) The notice of meeting referred to in Clause 7.10(a) shall specify :-
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (c) The notice of meeting referred to Clause 7.10(a) may be given :-
 - (i) by delivering it personally to the member of the Owners' Committee;
 - (ii) by sending it by post to the member of the Owners' Committee at his last known address; or
 - (iii) by leaving it at the member's Unit or depositing it in the letter box for that Unit.

7.11 Transaction of business

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

7.12 Chairman

The members present at the first meeting of the Owners' Committee shall choose one of their members to be the chairman and he shall be chairman until the next annual general meeting. Thereafter the chairman shall be chosen by the members of the Owners' Committee at the first meeting of the Owners' Committee held in any calendar year. A meeting of the Owners' Committee shall be presided by the

chairman or in the absence of the chairman, the members present at any meeting duly convened shall choose one of their members to be the chairman of that meeting.

7.13 Power to make rules

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

Provided that no such rules or regulations shall be contrary to or inconsistent with the provisions of this Deed.

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

7.14 Resolutions

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

- (a) All resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed;
- (b) A resolution put to the vote of the meeting shall be decided on a show of hands only;
- (c) On a show of hands every member of the Owners' Committee present at the meeting shall have one vote;
- (d) In the case of an equality of votes the chairman shall have a second or casting vote.

7.15 Liability of the Owners' Committee

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

7.16 Remuneration

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

7.17 Minutes and Records

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

7.18 Formation of Sub-committees

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

7.19 Procedure

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

SECTION VIII - MEETING OF OWNERS

8.1 Owners' Meeting

From time to time as occasion may require there shall be meetings of the Owners to discuss and decide matters concerning the Land and the Development. For the purpose of this Section VIII, unless otherwise expressly stated, any reference to "**Owner**" or "**Owners**" shall exclude the Owner(s) of the Common Areas and Facilities. In regard to such Owners' meetings the following provisions shall apply :-

- (a) A meeting of the Owners may be convened by :-
 - (i) the Owners' Committee;
 - (ii) the Manager; or
 - (iii) an Owner appointed to convene such a meeting by the Owners who in aggregate have vested in them for the time being not less than five per cent (5%) of the total number of Undivided Shares excluding the Undivided Shares allocated to the Common Areas and Facilities.
- (b) The person convening the meeting of the Owners shall, at least fourteen (14) days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify :-
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (c) The notice of meeting referred to in Clause 8.1(b) 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)
 - (i) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and 10% of the Owners present in person or by proxy shall be a quorum. If there is no quorum at any time within thirty (30) minutes from the time appointed for the meeting, such meeting shall be dissolved.
 - (ii) For the purposes of Clause 8.1(d)(i) above, the reference to "10% of the Owners" shall :-

- (1) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Development is divided; and
 - (2) not be construed as the Owners of 10% of the Undivided Shares in aggregate.
- (e) A meeting of the Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 8.1(a)(ii) or (iii), the person convening the meeting.
- (f) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (g) At a meeting of the Owners :-
 - (i) an Owner shall have one vote in respect of each Undivided Share he owns;
 - (ii) an Owner may cast a vote personally or by proxy;
 - (iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of that Undivided Share may be cast :-
 - (1) by a proxy jointly appointed by the co-Owners;
 - (2) by a person appointed by the co-Owners from among themselves; or
 - (3) if no appointment is made under Clause 8.1(g)(iii)(1) or (2), 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) In regard to the election, re-election or the removal from office of a member of the Owners' Committee or of the chairman of the meeting, votes shall be cast, if so demanded by any Owner, by means of a secret ballot supervised by the Manager.

- (i) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the BMO, and
 - (1) shall be signed by the Owner; or
 - (2) if the Owner is a body corporate, shall notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorised by the body corporate in that behalf.
- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 8.1(a)(ii) or (iii), the person convening the meeting at least forty-eight (48) hours before the time for the holding of the meeting.
- (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at that meeting.
- (j) Save as otherwise herein provided, any resolution on any matter concerning the Land and the Development passed by a simple majority of votes at a duly convened meeting of the Owners present in person or by proxy and voting in proportion to the number of Undivided Shares excluding the Undivided Shares allocated to the Common Areas and Facilities held at such meeting shall be binding on all the Owners of the Land and the Development (which shall include the Owner(s) of the Common Areas and Facilities) PROVIDED as follows :-
 - (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
 - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
 - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.
 - (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out.
 - (v) A resolution may be passed to dismiss the Manager by giving the Manager not less than three (3) months' notice in writing or in lieu of such notice, with an agreement to be made with the Manager for the payment to the Manager of a sum equal to the amount of remuneration which would have accrued to it during that period, but no such resolution shall be valid unless such resolution is passed by the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities).

- (k) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being not less than fifty per cent (50%) of the total number of Undivided Shares in the Land and the Development excluding the Undivided Shares allocated to the Common Areas and Facilities shall be as valid and effectual as if it had been passed at a duly convened meeting of the Owners.
- (l) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (m) The Undivided Shares allocated to the Common Areas and Facilities should not carry any voting right, nor should they be taken into account for the purpose of calculating the quorum of any meeting.
- (n) The procedure at a meeting of the Owners shall be as is determined by the Owners.

SECTION IX - EXTINGUISHMENT OF RIGHTS

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

In the event of the Development or any part thereof being so damaged by fire, typhoon, earthquake, subsidence or other causes so as to render a substantial part of the same unfit for use or habitation or occupation, (a) the Owners' Committee (b) the Manager or (c) an Owner appointed by those Owners who in aggregate have vested in them for the time being not less than seventy-five per cent (75%) of the total number of Undivided Shares of the part of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) so affected shall convene a meeting of the Owners of the part of the Development so affected and such meeting may resolve by a resolution (such resolution shall be binding upon all the Owners of the part of the Development so affected) of not less than seventy-five per cent (75%) majority of such Owners voting in person or by proxy in proportion to the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) of the part of the Development so affected held at such meeting that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild the Development or (as the case may be) the part thereof so affected then in such event the Undivided Shares in and of the Development or (as the case may be) the part thereof so affected shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such Owners. All insurance money received in respect of any policy of insurance on the Development or (as the case may be) the part thereof so affected shall likewise be distributed amongst such Owners. In such event all the rights, privileges, obligations and covenants of such Owners under this Deed shall be extinguished so far as the same relate to such Owners PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild the Development or (as the case may be) the part thereof so affected the Owners of the Development or (as the

case may be) the part thereof so affected shall pay the excess of the cost of reinstatement or rebuilding of the Development or the relevant part thereof damaged as aforesaid over and above the proceeds recoverable from the insurance of the Development or (as the case may be) the part thereof so affected 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 Development or the relevant part thereof and be recoverable as a civil debt.

9.2 Provisions applicable to such Owners' meeting

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

- (a) The person convening such meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify :-
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (b) The notice of meeting referred to in Clause 9.2(a) 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 it 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 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 part of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) so affected in question shall be a quorum.
- (d) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week at the same place, and if at such adjourned meeting a quorum be not present the Owners present shall be deemed to constitute a quorum.
- (e) The Chairman of the Owners' Committee or, if the meeting is convened by the Manager or an Owner, the person convening such meeting shall be the chairman of the meeting.
- (f) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof.

- (g) At such meeting of the Owners :-
- (i) an Owner shall have one vote in respect of each Undivided Share or (as the case may be) the part thereof so affected 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 or (as the case may be) the part thereof so affected, the vote in respect of that Undivided Share or (as the case may be) the part thereof so affected may be cast :-
 - (1) by a proxy jointly appointed by the co-Owners;
 - (2) by a person appointed by the co-Owners from among themselves; or
 - (3) if no appointment is made under Clause 9.2(g)(iii)(1) or (2), 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 or (as the case may be) the part thereof so affected, and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share or (as the case may be) the part thereof so affected, 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 or (as the case may be) the part thereof so affected in the register kept at the Land Registry shall be treated as valid; and
 - (v) if there is an equality of votes, the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the BMO, and
- (1) shall be signed by the Owner; or
 - (2) if the Owner is a body corporate, shall notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorised by the body corporate in that behalf.
- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened by the Manager or an Owner, the person convening the meeting at least 48 hours before the time for the holding of the meeting.

- (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at that meeting.
- (i) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of votes of such Owners present in person or by proxy and voting in proportion to the number of Undivided Shares in the relevant part of the Development so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) held at such meeting shall be binding on all the Owners of the Development or (as the case may be) the relevant part 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.
- (j) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being not less than seventy-five per cent (75%) of the Undivided Shares allocated to the part of the Development so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.
- (k) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION X - MISCELLANEOUS PROVISIONS

10.1 Owners to notify Manager when ceasing to be Owner

Each Owner shall on ceasing to be the Owner of any Undivided Share and the premises held therewith notify the Manager in writing of such cessation and of the name and address of the new Owner and, without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, 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 such notice is received by the Manager.

10.2 Non-Resident Owner

Each Owner of any Undivided Share who shall not personally be in occupation of the Unit(s) held therewith shall provide the Manager with an address in Hong Kong for service of notices under the terms of this Deed. In the event that the Owner shall fail

to provide with the Manager with such an address in Hong Kong, then the Manager may treat the address of such Unit(s) as the address for service of notices.

10.3 Cessation of Liabilities

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

10.4 Public notice boards etc.

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

10.5 Service of Notice

Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards and except in the case of a notice required by this Deed or by law to be served personally or in any other manner, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof (if any) of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the said Unit PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the registered office of the Manager.

10.6 Chinese translation

The First Owner shall at its own cost provide a direct translation in Chinese of this Deed and to deposit a copy of this Deed and the Chinese translation in the management office within one (1) month from the date of this Deed and to make the same available for inspection by the Owners free of charge at the management office. The Manager shall upon request of any Owner and upon payment of a reasonable charge for copying the same send to such Owner a copy of such Chinese translation of this Deed. Any charge received therefrom shall be credited into the Special Fund. In the event of any discrepancy between the Chinese translation and the English version of this Deed, the English version shall prevail.

10.7 Plans of Common Areas and Facilities

- (a) The First Owner shall prepare or cause to be prepared a set of plans showing the Common Areas and Facilities certified as to their accuracy by or on behalf of the Authorized Person. Such plans are to be kept at the management office and may be inspected by all the Owners during normal office hours of the Manager free of charge.
- (b) A set of the Fire Safety Management Plan (with appendices) together with a set of documents indicating the details/specifications of the fire safety provisions shall be kept at the management office and shall be available for inspection by the Owners free of costs and charges during normal office hours of the Manager.

10.8 BMO

Nothing herein shall prejudice the operation of the BMO and to the extent that any provisions contained herein shall be in conflict with the BMO, the BMO shall prevail. During the existence of an Owners' Corporation under the BMO, the rights, duties, powers and obligations for the control, management and the administration of the Land and the Development conferred by this Deed on the Manager shall be vested in the Owners' Corporation, and the general meeting of the Owners' Corporation convened under the BMO shall take the place of the meeting of the Owners convened under this Deed, and the management committee of the Owners' Corporation shall take the place of the Owners' Committee under this Deed.

10.9 Schedules 7 and 8 to the BMO

Notwithstanding anything herein contained, it is hereby specifically agreed that

- (a) the provisions of Schedules 7 and 8 to the BMO shall be incorporated in and form part of this Deed; and
- (b) in the event that any provisions contained herein shall be in conflict with the provisions of Schedule 7 and/or Schedule 8 (as the case may be) to the BMO, then the provisions of Schedule 7 and/or Schedule 8 (as the case may be) to the BMO shall prevail.

The First Owner shall at its own cost provide a copy of Schedules 7 and 8 to the BMO in both English and Chinese versions and make the same available for inspection by the Owners at the management office free of charge. Owners may take copies of such copy of Schedules 7 and 8 at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

10.10 Binding effects

The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to and run with the Land and the

Development and each and every of the Units and Common Areas and Facilities and to the Undivided Share or Shares held therewith. The Conveyancing and Property Ordinance (Cap.219) and any statutory amendments, modifications or re-enactment thereof for the time being in force shall apply to this Deed.

10.11 Undivided Shares for the Common Areas and Facilities

- (a) The First Owner shall upon execution of this Deed assign the whole of the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities to the Manager free of costs or consideration to be held on trust for the Owners.
- (b) In the event the appointment of the Manager is terminated or the Manager shall resign or be wound up or have a receiving order made against it or is removed and another Manager be appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign the Undivided Shares attributed to the Common Areas and Facilities together with the Common Areas and Facilities which they represent to the new Manager free of costs or consideration.
- (c) When the Owners' Corporation has been formed, it may request the Manager to and the Manager shall assign the Undivided Shares in the Common Areas and Facilities together with the Common Areas and Facilities and transfer the management responsibilities to it free of costs or consideration, in which event, the Owners' Corporation must hold them on trust for the benefit of the Owners for the time being.

10.12 Works and Installations

- (a) The First Owner shall at its own cost and expense prepare the first Maintenance Manual for Works and Installations for the reference of the Owners and the Manager setting out the following details :-
 - (i) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
 - (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
 - (iii) Recommended maintenance strategy and procedures;
 - (iv) A list of items of the Works and Installations requiring routine maintenance;
 - (v) Recommended frequency of routine maintenance inspection;

- (vi) Checklist and typical inspection record sheets for routine maintenance inspection; and
 - (vii) Recommended maintenance cycle of the Works and Installations.
- (b) Within one (1) month after the date of this Deed, the First Owner shall deposit a full copy of the first Maintenance Manual for Works and Installations in the management office for inspection by the Owners free of charge and any Owner or his duly authorised representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Special Fund.
- (c) (i) The Manager shall on behalf of and at the cost and expense of the Owners inspect, maintain and carry out all necessary works for the Common Areas and Facilities including those part or parts of the Works and Installations forming part of the Common Areas and Facilities.
- (ii) The Owners shall at their own costs and expense inspect, maintain and carry out all necessary works for maintenance of the Development and their Units including those part or parts of the Works and Installations forming part of their Units.
- (d) The Owners may, by a resolution passed at an Owners' meeting convened under this Deed, make, amend, revise and revoke the list of Works and Installations and the Maintenance Manual for Works and Installations or any part thereof as the Owners shall deem fit, in which event the Manager shall procure a revised list of Works and Installations or (as the case may be) a revised Maintenance Manual for Works and Installations or any amendments thereto (e.g. the addition of works and installations in the Development, the updating of maintenance strategies etc.) from a qualified professional or consultant within such time as may be prescribed by the said Owners' resolution. All costs and expenses of and incidental to the preparation of the revised list of Works and Installations and/or the revised Maintenance Manual for Works and Installations or any subsequent amendments thereto shall be borne by the Owners and paid out of the Special Fund.
- (e) The Manager shall deposit the revised list of Works and Installations or (as the case may be) the revised Maintenance Manual for Works and Installations and any subsequent amendments thereto in the management office within one month from the date of its preparation for inspection by the Owners free of charge and any Owner or his duly authorised representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Special Fund.

10.13 Maintenance of the Slopes Structures

- (a) Notwithstanding anything herein contained, the Owners shall at their own expense maintain and carry out all works in respect of the Slope Structures

within or outside the Land as may be required by the Conditions or by the relevant Government authorities 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 and with such other guidelines issues from time to time by appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures.

- (b) The First Owner shall cause to deposit a full copy of the Slope Maintenance Manual in the management office within one (1) month of the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge, and all charges so received shall be credited to the Special Fund.
- (c) The Manager (which for the purpose of this sub-clause (c) shall include the Owners' Committee or Owners' Corporation) is hereby given full authority by the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slope Structures in compliance with the Conditions and in particular in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slope Structures.
- (d) The Manager shall have the right to demand the Owners for payment to the Manager of all costs lawfully incurred or to be incurred by the Manager in carrying out such works regarding the maintenance, repair and any other works in respect of the Slope Structures.
- (e) The Manager shall not be personally liable for carrying out any such requirements of the Conditions which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners.

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

THE FIRST SCHEDULE

ALLOCATION OF UNDIVIDED SHARES AND MANAGEMENT SHARES

A. Residential Units

Tower 1

Floor ¹	Unit ²	Undivided Shares / Management Shares
1/F.	A [*]	44
	B [*]	61
	C [*]	59
	D [*]	60
	E [*]	46
	F [*]	50
	G [*]	51
	H [*]	34
	J [*]	34
2/F. to 21/F. (both inclusive but omitting 4/F., 13/F. and 14/F., total 17 storeys)	A [#]	47 x 17 = 799
	B [#]	63 x 17 = 1,071
	C [#]	62 x 17 = 1,054
	D [#]	62 x 17 = 1,054
	E [#]	48 x 17 = 816
	F [#]	53 x 17 = 901
	G [#]	54 x 17 = 918
	H [#]	37 x 17 = 629
	J [#]	37 x 17 = 629
22/F., 23/F. and 25/F.	A [#]	47 x 3 = 141
	B [#]	63 x 3 = 189
	C [#]	62 x 3 = 186
	D [#]	62 x 3 = 186
	E [#]	48 x 3 = 144
	F [#]	53 x 3 = 159
	G [#]	54 x 3 = 162
	H [#]	37 x 3 = 111
	J [#]	37 x 3 = 111
26/F.	A [#]	47
	B [#]	63
	C [✓]	116
	E [#]	48
	F [#]	53
	G [#]	54
	H [#]	37
	J [#]	37
27/F. and Roof	A [^]	51
	B [^]	69
	C ⁺	126
	E [^]	53
	F [^]	58
	G [^]	59
	H [^]	41
	J [^]	40

Total

10,651

Tower 2

Floor ¹	Unit ²	Undivided Shares/ Management Shares
1/F.	A [*]	52
	B [*]	84
	C [*]	82
	D [*]	62
	E [*]	49
	F [*]	53
	G [*]	60
	H [*]	52
2/F. to 21/F. (both inclusive but omitting 4/F., 13/F. and 14/F., total 17 storeys)	A [#]	54 x 17 = 918
	B [#]	87 x 17 = 1,479
	C [#]	85 x 17 = 1,445
	D [#]	65 x 17 = 1,105
	E [#]	51 x 17 = 867
	F [#]	55 x 17 = 935
	G [#]	63 x 17 = 1,071
	H [#]	55 x 17 = 935
22/F., 23/F. and 25/F.	A [#]	54 x 3 = 162
	B [#]	87 x 3 = 261
	C [#]	85 x 3 = 255
	D [#]	65 x 3 = 195
	E [#]	51 x 3 = 153
	F [#]	55 x 3 = 165
	G [#]	63 x 3 = 189
	H [#]	55 x 3 = 165
26/F.	A [✓]	129
	C [@]	125
	E [#]	51
	F [#]	55
	G [#]	63
	H [#]	55
27/F. and Roof	A ⁺	141
	C ⁺	137
	E [^]	54
	F [^]	60
	G [^]	69
	H [^]	60
Total		11,793

Tower 3

Floor ¹	Unit ²	Undivided Shares/ Management Shares
1/F.	A [*]	77
	B [*]	62
	C [*]	52
	D [*]	47
	E [*]	50
	F [*]	61
	G [*]	82
2/F.	A [#]	80
	B [#]	65
	C [#]	55
	D [#]	49
	E [#]	53
	F [#]	64
	G [#]	85
3/F. to 23/F., (both inclusive but omitting 4/F., 13/F. and 14/F., total 18 storeys)	A [#]	80 x 18 = 1,440
	B [#]	65 x 18 = 1,170
	C [#]	55 x 18 = 990
	D [#]	49 x 18 = 882
	E [#]	53 x 18 = 954
	F [#]	64 x 18 = 1,152
	G [#]	84 x 18 = 1,512
	H [#]	86 x 18 = 1,548
25/F.	A [#]	80
	B [#]	65
	C [#]	55
	D [#]	49
	E [#]	53
	F [#]	64
	G [#]	84
	H [#]	86
26/F.	A [✓]	123
	C [#]	55
	D [#]	49
	E [#]	53
	F [#]	64
	G [♦]	123
27/F. and Roof	A ⁺	133
	C [^]	61
	D [^]	54
	E [^]	57
	F [^]	70
	G ^{>}	132
Total		12,040

Tower 5

Floor ¹	Unit ²	Undivided Shares/ Management Shares
1/F.	A [*]	77
	B [*]	62
	C [*]	52
	D [*]	47
	E [*]	47
	F [*]	52
	G [*]	60
2/F.	A [#]	81
	B [#]	65
	C [#]	55
	D [#]	49
	E [#]	50
	F [#]	55
	G [#]	63
3/F. to 23/F. (both inclusive but omitting 4/F., 13/F. and 14/F., total 18 storeys)	A [#]	81 x 18 = 1,458
	B [#]	65 x 18 = 1,170
	C [#]	55 x 18 = 990
	D [#]	49 x 18 = 882
	E [#]	50 x 18 = 900
	F [#]	55 x 18 = 990
	G [#]	62 x 18 = 1,116
	H [#]	87 x 18 = 1,566
25/F.	A [#]	81
	B [#]	65
	C [#]	55
	D [#]	49
	E [#]	50
	F [#]	55
	G [#]	62
	H [#]	87
26/F.	A [✓]	123
	C [#]	55
	D [#]	49
	E [#]	50
	F [#]	55
	G [♦]	122
27/F. and Roof	A ⁺	132
	C [^]	61
	D [^]	54
	E [^]	54
	F [^]	60
	G ^{>}	132
Total		11,338

Tower 6

Floor ¹	Unit ²	Undivided Shares/ Management Shares
1/F.	A [*]	94
	D [*]	39
	E [*]	47
	F [*]	52
	G [*]	59
	H [*]	83
2/F. to 7/F. (both inclusive but omitting 4/F., total 5 storeys)	A [#]	97 x 5 = 485
	D [#]	42 x 5 = 210
	E [#]	50 x 5 = 250
	F [#]	55 x 5 = 275
	G [#]	62 x 5 = 310
	H [#]	87 x 5 = 435
8/F.	A [#]	97
	D [#]	42
	E [#]	50
	F [#]	55
	G [#]	62
	H [#]	87
9/F. to 23/F. (both inclusive but omitting 13/F. and 14/F., total 13 storeys)	A [#]	84 x 13 = 1,092
	B [#]	137 x 13 = 1,781
	C [#]	63 x 13 = 819
	D [#]	52 x 13 = 676
	E [#]	50 x 13 = 650
	F [#]	55 x 13 = 715
	G [#]	62 x 13 = 806
	H [#]	87 x 13 = 1,131
25/F.	A [#]	84
	B [#]	137
	C [#]	63
	D [#]	52
	E [#]	50
	F [#]	55
	G [#]	62
	H [#]	87
26/F.	A [✓]	144
	C [#]	63
	D [#]	52
	E [#]	50
	F [#]	55
	G [♦]	122
27/F. and Roof	A ⁺	149
	C [^]	70
	D [^]	56
	E [^]	54
	F [^]	60
	G ^{>}	133

Total Tower 7		12,000
Floor¹	Unit²	Undivided Shares/ Management Shares
2/F.	A [*]	94
	D [*]	39
	E [*]	46
	F [*]	52
	G [*]	87
3/F. to 7/F. (both inclusive but omitting 4/F., total 4 storeys)	A [#]	97 x 4 = 388
	D [#]	42 x 4 = 168
	E [#]	49 x 4 = 196
	F [#]	55 x 4 = 220
	G [#]	91 x 4 = 364
8/F.	A [#]	97
	D [#]	42
	E [#]	49
	F [#]	55
	G [#]	91
9/F. to 23/F. (both inclusive but omitting 13/F. and 14/F., total 13 storeys)	A [#]	84 x 13 = 1,092
	B [#]	137 x 13 = 1,781
	C [#]	63 x 13 = 819
	D [#]	52 x 13 = 676
	E [#]	49 x 13 = 637
	F [#]	55 x 13 = 715
	G [#]	91 x 13 = 1,183
25/F.	A [#]	84
	B [#]	137
	C [#]	63
	D [#]	52
	E [#]	49
	F [#]	55
	G [#]	91
26/F.	A [✓]	145
	C [#]	63
	D [#]	52
	E [#]	49
	F [#]	55
	G [#]	91
27/F. and Roof	A ⁺	150
	C [^]	70
	D [^]	56
	E [^]	53
	F [^]	60
	G [^]	99
Total		10,365

Tower 8

Floor ¹	Unit ²	Undivided Shares/ Management Shares
2/F.	A [*]	52
	B [*]	51
	C [*]	54
	D [*]	54
	E [*]	53
	F [*]	53
3/F. to 22/F. (both inclusive but omitting 4/F., 13/F. and 14.F., total 17 storeys)	A [#]	54 x 17 = 918
	B [#]	54 x 17 = 918
	C [#]	57 x 17 = 969
	D [#]	56 x 17 = 952
	E [#]	55 x 17 = 935
	F [#]	55 x 17 = 935
23/F.	A [#]	54
	B [#]	54
	C [#]	57
	D [#]	56
	E [#]	55
	F [#]	55
25/F.	A [#]	54
	B [#]	54
	C [#]	57
	D [#]	56
	E [#]	55
	F [#]	55
26/F. and Roof	A [^]	57
	B [^]	58
	C [^]	62
	D [^]	61
	E [^]	60
	F [^]	60
Total		6,964

Tower 9

Floor ¹	Unit ²	Undivided Shares/ Management Shares
2/F.	A [*]	86
	B [*]	85
	C [*]	52
	D [*]	52
	E [*]	52
	F [*]	51
3/F.	A [#]	89
	B [#]	89
	C [#]	55
	D [#]	55
	E [#]	55
	F [#]	54
5/F. to 21/F. (both inclusive but omitting 13/F. and 14/F., total 15 storeys)	A [#]	89 x 15 = 1,335
	B [#]	89 x 15 = 1,335
	C [#]	55 x 15 = 825
	D [#]	55 x 15 = 825
	E [#]	55 x 15 = 825
	F [#]	54 x 15 = 810
22/F., 23/F. and 25/F.	A [#]	89 x 3 = 267
	B [#]	89 x 3 = 267
	C [#]	55 x 3 = 165
	D [#]	55 x 3 = 165
	E [#]	55 x 3 = 165
	F [#]	54 x 3 = 162
26/F.	A [✓]	139
	C [#]	55
	D [#]	55
	E [#]	55
	F [#]	54
27/F. and Roof	A ⁺	147
	C [^]	59
	D [^]	59
	E [^]	60
	F [^]	59
Total		8,663

Tower 10

Floor ¹	Unit ²	Undivided Shares/ Management Shares
2/F.	A [*]	85
	B [*]	118
	C [*]	51
	D [*]	52
3/F.	A [#]	88
	B [#]	122
	C [#]	54
	D [#]	55
5/F. to 21/F. (both inclusive but omitting 13/F. and 14/F., total 15 storeys)	A [#]	88 x 15 = 1,320
	B [#]	121 x 15 = 1,815
	C [#]	54 x 15 = 810
	D [#]	55 x 15 = 825
	E [#]	53 x 15 = 795
	F [#]	50 x 15 = 750
22/F., 23/F. and 25/F. (total 3 storeys)	A [#]	88x 3 = 264
	B [#]	121x 3 = 363
	C [#]	54 x 3 = 162
	D [#]	55x 3 = 165
	E [#]	53 x 3 = 159
	F [#]	50x 3 = 150
26/F.	A [∨]	139
	C [#]	54
	D [#]	55
	E [#]	53
	F [#]	50
27/F. and Roof	A ^{<}	144
	C [^]	59
	D [^]	60
	E [^]	57
	F [^]	55
Total		8,929

A.	<u>Summary of Residential Units³</u>	<u>Undivided Shares</u> <u>/ Management Shares</u>
	Tower 1	10,651
	Tower 2	11,793
	Tower 3	12,040
	Tower 5	11,338
	Tower 6	12,000
	Tower 7	10,365
	Tower 8	6,964
	Tower 9	8,663
	Tower 10	8,929
Sub-Total :		92,743
B.	<u>Parking Spaces</u>	<u>Undivided Shares</u> <u>/ Management Shares</u>
	Residential Parking Spaces nos.B001 to B305 on Basement Floor (239nos. at 5 undivided shares each)	1,195
	Residential Parking Space nos. LG001 to LG193 on Lower Ground Floor (161 nos. at 5 undivided shares each)	805
	Motor Cycle Parking Spaces nos. M1 to M51 on Basement Floor (45 nos. at 1 undivided shares each)	45
Sub-Total :		2,045
C.	<u>Common Areas and Facilities</u>	<u>Undivided Shares</u>
		1000
Grand Total :		
	Undivided Shares	<u>95,788</u>
	Management Shares	94,788

Remarks :

1. The floor numbering for the Development under this Deed is such that there are no floor nos. 4, 13, 14 and 24 in all of the Towers and there is no floor no. 1 in Towers 7, 8, 9 and 10.
 2. The air-conditioning platform(s) of a Residential Unit is/are either situate inside the Residential Unit or accessible via the Residential Common Areas and Facilities as shown in the plans attached hereto.
 3. There is no Tower 4.
- * These Units each includes Flat Roof
- # These Units each includes Balcony and Utility Platform
- ^ These Units each includes Balcony, Utility Platform and Roof
- ◆ These Units each includes Utility Platform and Terrace
- ✓ These Units each includes Balcony, Utility Platform and Terrace
- @ This Unit includes Balcony, Utility Platform, Terrace and Flat Roof
- + These Units each includes Balcony, Utility Platform, Roof and Stairhood
- < This Unit includes Balcony, Roof and Stairhood
- > These Units each includes Utility Platform, Roof and Stairhood
- ∨ This Unit includes Balcony and Terrace

THE SECOND SCHEDULE

RIGHTS, PRIVILEGES AND EASEMENTS

PART A

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

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

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

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

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

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

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

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

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

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

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

2. In addition to the above easements, rights and privileges and SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the House Rules, the rights of the Manager and the First Owner as provided in this Deed, each Owner of the Residential Unit, his lessees, tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) shall have the full right and liberty to go pass or repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Residential Unit.
3. In addition to the above easements, rights and privileges and SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the House Rules, the rights of the Manager and the First Owner as provided in this Deed, each Owner of the Parking Space, his lessees, tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) shall have the full right and liberty to go pass or repass over and along and to use the Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Parking Space.
4. In addition to the above easements, rights and privileges and SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the House Rules, the rights of the Manager and the First Owner as provided in this Deed and SUBJECT FURTHER TO the approval of the Manager, each Owner of the Residential Unit, his lessees, tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) shall have the temporary right to go pass and repass over and along and to use the Carpark Common Areas and Facilities for the purposes connected with the proper use and enjoyment of the Accessible Parking Spaces and the Visitors' Parking Spaces.
5. For the avoidance of doubt, Owners shall have no right to enter upon any part of the Land and the Development save as expressly herein provided.

PART B

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

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

The full rights and privileges of the Government specifically excepted and reserved in the Conditions;

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

(i) **Entry for purposes of repair and maintenance etc.**

The full right and privilege of the Manager referred to in Clause 4.8(a) hereof;

(ii) Operating the building maintenance unit(s), etc.

The full right and privilege of the Manager at all times to extend, maintain, operate, move building maintenance unit(s) (referred to in Clause 4.8(c) hereof) and have access to, over and /or into or partly into the portion of airspace above the terrace, flat roof, main roof, utility platform, balcony or the parapet walls of the terrace, flat roof or roof as may be determined by the Manager 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 use and enjoyment of the Residential Unit by the Owner of the same shall not be affected or prejudiced thereby.

(c) **Other Rights**

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

THE THIRD SCHEDULE
COVENANTS AND RESTRICTIONS

1. **Structural Alteration** - No Owner shall :-

- (a) make any structural alteration to his Unit (including but not limited to external walls, structure, facade of the Development or any services, facilities, installation or fixture therein) without obtaining the prior written consent of the Manager. In any event, no Owner shall make any structural alteration to his Unit which will interfere with or affect the rights of any other Owner; or
- (b) cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Land and the Development not being equipment or apparatus for his exclusive use and benefit.

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

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

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

4. **Construction and Management** - No Owner shall do or permit or suffer to be done any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Land and the Development at any time and/or the management and the maintenance of the Land and the Development or any part or parts thereof and/or the operation of the building maintenance unit(s).

5. **User** - No Owner shall :-

- (a) use or permit or suffer his Unit or any part or parts thereof to be used :-
 - (i) for the purpose of a pawn shop, a mahjong school, a funeral parlour, coffin shop, temple or hall for the performance of the ceremony known as "Ta Chai" (打齋) or for any similar ceremony or for any offensive trade or business; or
 - (ii) for any illegal or immoral purpose; or

- (iii) otherwise than in accordance with the Conditions, this Deed and any applicable laws and regulations from time to time applicable thereto; or
 - (b) do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the other Owners and/or any neighbouring premises.
6. **Common Areas and Facilities** - No Owner shall :-
- (a) obstruct any part of the Common Areas and Facilities save with the prior written consent of the Manager (such consent not to be granted if the obstruction is in contravention of any applicable laws or regulations or the provisions of the Conditions or this Deed) or place or leave any refuse or other matter or thing thereon or do or suffer or permit to be done anything therein as may be or become a nuisance to any other Owners; or
 - (b) place or store or permit to be placed or stored any article or thing on or in any part of the Common Areas and Facilities. If and whenever any article or thing shall be placed or stored by any Owner on or in any part of the Common Areas and Facilities, then the Manager, its agents, servants, caretakers or cleaners of the Development shall have the right without giving any prior notice to the defaulting Owner to remove such articles and thing from such part of the Common Areas and Facilities and all costs and expenses incurred by the Manager for such removal shall be reimbursed upon demand to the Manager by the defaulting Owner and the defaulting Owner shall not claim against the Manager, its agents, servants, caretakers or cleaners for any loss or damage to such article or thing due to such removal; or
 - (c) have the right to enter into such parts of the Common Areas and Facilities which the Manager shall reasonably restrict or to alter, repair, connect to or in any other way interfere with or affect the working of the Common Areas and Facilities without the prior written consent of the Manager. Subject as hereinbefore provided in this Deed, the Common Areas and Facilities shall at all times be under the exclusive management and control of the Manager who shall have full and unrestricted power to regulate and control the reasonable use thereof by the Owners, the occupiers and their invitees.
7. **Installations** - No Owner shall cut, maim, alter, affix, interfere with, damage or in any other way affect or permit or suffer to be cut, maimed, altered, affixed, interfered with, damaged or in any other way affected any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, fixtures or any other installation provided in the Development or any part of the Common Areas and Facilities.
8. **Drainage and Water Apparatus** -
- (a) No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system for the Land and the Development may be clogged or efficient working thereof may be impaired or the supply of water, electricity or gas or other utilities shall be affected or likely to be affected and in the event of any breach of this covenant, the defaulting Owner shall indemnify the other Owners and the Manager against all losses, damages and expenses that may be suffered or incurred as a result of

- such a breach and without limitation to the generality of the foregoing, pay to the Manager on demand the cost of rectifying any breakage, blockage or damage resulting from such breach.
- (b) No Owner shall construct or install any drainage or other pipeworks outside the external walls of the Development other than as may be approved in writing by the Manager and in spaces specifically provided by the Manager therefor.
 - (c) No Owner shall use water closets and other water apparatus in any part of the Development for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be made good by the Owner or occupier at his own expense in whose part of the Development it shall have been caused.
9. **Refuse Disposal** - No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from his Unit any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
10. **Sprinkler** - No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap.95) or any by-laws or regulations made thereunder or any other applicable laws or regulations. If any extension of the sprinkler heads and/or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner, then such works shall be carried out by a contractor approved by the Manager at the expense of such Owner and in such manner as the Manager shall think fit. In addition, each Owner shall, at his own cost and expense throughout the term of the Conditions and to the satisfaction of the Fire Services Department, provide and maintain an access for fire appliances and fire personnel to the Land and the Development to the satisfaction of the Fire Services Department and permit such access for such purposes and at such time or times as the Fire Services Department may require.
11. **Electrical Installation** - No Owner shall perform installation, repair or alteration works to the electrical wiring from the switch rooms forming part of the Common Areas and Facilities to any part or parts of the Land and the Development save with the prior written consent of the Manager. Any such work in respect of which the Manager shall have given its prior written consent shall be carried out by a contractor approved by the Manager at the expense of the Owner concerned and in such manner as the Manager shall think fit.
12. **Loading** - No Owner or its agents licensees or contractors shall place on any part of the Land or of the Development or any part of the floor of any Unit any vehicle, article, machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof to be exceeded. In the event of a breach of this covenant, the defaulting Owner shall indemnify the other Owners and the Manager against all losses, damages and expenses that may be suffered or incurred as a result of such a breach and without limitation to the generality of the foregoing, make good any damage caused to the relevant part of the Development or the Unit or any fixtures and fittings therein.

13. **Dangerous Goods** - No Owner shall store or permit to be stored in any part of the Development any hazardous, dangerous, combustible or explosive goods or materials except such as may be permitted by licence issued by the Fire Services Department under the Dangerous Goods Ordinance (Cap.295) or other competent authority concerned and in any event only with the prior written approval of the Manager provided that storage of a small quantity of fuels reasonably required for the purpose of domestic cooking and heating shall not be considered as a breach of this Clause.

14. **Government Rent, etc.** - Every Owner shall promptly pay and discharge all existing and future Government rent, taxes, rates, assessments and other outgoings payable in respect of his Unit and make contributions towards the Management Expenses and Special Fund as provided in this Deed and every Owner shall indemnify the other Owners and the Manager against all liability therefor.

15. **Repairs** -

- (a) Each Owner shall at its own cost and expense and in compliance with the Conditions, this Deed and the House Rules, manage, repair, maintain and upkeep his Unit and all services and facilities installed therein or used in connected therewith.
- (b) Subject to the provisions of this Deed, each Owner shall keep and maintain the part of the Development in respect of which he is entitled to exclusive possession and all wirings and pipings thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or occupiers of any other part or parts of the Land and the Development. Subject as aforesaid the expenses of keeping in good and tenantable repair and condition the interior of any part of the Development and all the fixtures and fittings and all plumbings therein or appertaining thereto and all the windows and doors thereof shall be borne by such Owner who is entitled to the sole and exclusive use occupation and enjoyment thereof.

16. **Signages** - No Owner shall erect, install or otherwise affix, display or project any signs, signboards, advertisements, banners, posters or placards or other things or structures or visual images of whatever kind and description on the external walls or at any window or any part thereof or within his Unit but visible from outside the Development or extending outside the exterior of the Development save as otherwise provided in this Deed or except with the prior written approval of the Manager.

17. **Noise** - No Owner shall make or cause or permit any excessive noise, vibration or resonance or other form of disturbance 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. The determination of the Manager as to whether any such noise vibration or resonance or other form of disturbance is excessive shall be conclusive Provided that in the event of a breach hereof by the Owner the defaulting Owner shall make good any damage caused thereby to the Development or any part or parts thereof or to the occupants thereof and the making good of such damage shall be without prejudice to any further right which the Manager may exercise by virtue of such breach.

18. **Main door etc. of the Residential Unit** - No Owner of a Residential Unit shall change the design, material and finishes of the main door of his Residential Unit or suffer to be done anything to any of such doors which would constitute a breach of the Fire Services Ordinance (Cap.95) or any ordinances, by-laws, regulations and rules, codes of practice or the like for the time being in force in Hong Kong governing fire safety.

19. **External appearance** - No Owner shall, without the prior consent in writing of the Manager :-

- (a) paint the outside of the Development or the Land or any part thereof;
- (b) do or permit to be done any act or thing which may or will interfere with or alter the facade or external appearance of the Land or the Development, and in particular and save as herein expressly provided, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in or any part of the external walls, terrace, roof(s) or flat roofs of the Development (save for those parts of the roof which form part of a Residential Unit) and no alterations may be made to the cladding on the external walls (which include, for the avoidance of doubt, cladding within the area of any balcony or utility platform) of the Development;
- (c) cause or permit or suffer any part of the external walls of the Development to be wholly or partially blocked;
- (d) change the colour or appearance of any window(s), door(s) of utility platform(s), balcony(ies), terrace, flat roof(s) or door(s) of any Residential Unit leading out to any part of the Common Areas and Facilities or is/are visible from the Common Areas and Facilities;
- (e) alter, remove, repair or otherwise change the appearance of the windows, railings or balustrades in any Residential Unit, terrace, utility platform, balcony, flat roof or roof. Any repair or maintenance of such windows, railings and/or balustrades shall be carried out by a contractor approved by the Manager using such materials and adopting such design and colour as approved by the Manager; or
- (f) interrupt, alter or remove, or cause or permit or suffer any cladding to the pipes in or on any terrace, utility platform, balcony, flat roof or roof of any Residential Unit to be interrupted altered or removed.

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

21. **Discharge into drains** - No Owner shall allow any noxious, dangerous, poisonous or objectionable effluent to be discharged into the pipes drains or sewers and each Owner shall take all such measures as may be necessary to ensure that any effluent so discharged will not be corrosive or otherwise harmful to the drains or sewers or cause obstruction or deposit therein. No smoke shall be emitted from any Unit without the prior consent being first obtained from the proper authority and from the Manager. No Owner shall cause or permit or suffer any odours or noxious smells which shall in the opinion of the Manager be offensive or unusual to be produced. Each Owner shall comply with and observe all ordinances, by-laws, regulations and rules for the time being in force in Hong Kong governing the control of any form of pollution and the protection of the environment.

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

23. **Restriction on keeping livestock etc.** -

- (a) No Owner shall bring on to or keep or harbour any livestock, live poultry, fowls or animals on any part of the Development PROVIDED THAT
 - (i) subject to any applicable laws and regulations in force in Hong Kong from time to time and subject to and in accordance with the House Rules, domestic animals or other pets may be kept in a Residential Unit unless in the opinion of the Manager such animals or pets are causing a nuisance or disturbance to other Owners or occupiers of the Land and the Development or are not suitable to be kept in the Development or the same has been the cause of reasonable written complaint by the Owners or occupiers of not less than three (3) Residential Units, the reasonableness of the complaint shall be determined by the Manager at its absolute discretion;
 - (ii) trained guide dogs on leash for the blind may be brought into any part of the Development whilst guiding any person with disability in vision.
- (b) No Owner shall bring any animal or pet onto the Common Areas and Facilities except those Common Areas and Facilities as the Manager may from time to time specify and when remaining in such Common Areas and Facilities, the Owner shall take all measures to prevent that animal or pet from causing any nuisance, danger, injury or damage and without limiting the generality of the foregoing, in no event shall dogs be permitted in lifts or in any part of the Development intended for common use UNLESS they are carried or on leash and wearing mouth strap.

24. **Not to use Parking Spaces for certain purposes** -

- (a) Residential Parking Spaces, Accessible Parking Spaces and Visitors' Parking Spaces shall not be used or suffered to be used for any purpose other than for manoeuvring, parking, loading and unloading of motor vehicles licensed under the Road Traffic

Ordinance (Cap.374) and belonging to the Owners or the residents or occupiers of the Residential Units or their bona fide guests, visitors or invitees. In particular, no Residential Parking Space, Accessible Parking Spaces and Visitors' Parking Spaces shall be used for storage, display or exhibiting of motor vehicles or motorcycles for sale or otherwise or for any commercial purpose and no goods of any description may be stored therein.

- (b) In addition to sub-clause (a) above, the Motor Cycle Parking Spaces shall not be used for any purpose other than for manoeuvring, parking, loading and unloading of motor cycles licensed under the Road Traffic Ordinance (Cap. 374) and belonging to the Owners or the residents or occupiers of the Residential Units or their bona fide guests, visitors or invitees. In particular, no Motor Cycle Parking Space shall be used for storage, display or exhibiting of motor vehicles or motorcycles for sale or otherwise or for any commercial purpose and no goods of any description may be stored therein.
- (c) The Loading and Unloading Spaces shall not be used for any purpose other than for loading and unloading of goods vehicles in connection with the Development.
- (d) No Owner shall paint, disfigure, interfere with or attempt to supplement the markings or numbering of the Loading and Unloading Spaces, the Parking Spaces, the Accessible Parking Spaces and the Visitors' Parking Spaces.
- (e) The Owner shall park his vehicle within his own Parking Space and no Owner may park his vehicle in such a manner as to cause inconvenience or annoyance to the Owners or users of other Parking Spaces.
- (f) No Owner shall make any alteration to his Parking Space or erect any posts or chains thereon and thereto without the prior written consent of the Manager.
- (g) No Owner shall sub-divide any Parking Space (irrespective of its size and area) for any purposes including but not limited to sale, assignment, lease, license, charge or disposal.
- (h) No Owner shall allow any vehicle parked in his Parking Space to deteriorate to a condition detrimental to the environmental hygiene or appearance of the Development or becoming a nuisance to the Owners or users of other Parking Spaces.

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

- (a) Except with the prior approval of the Owners' Committee (if formed), no Owner (including the First Owner) shall convert any part of the Common Areas and Facilities to his own use or for his own benefit and any payment or fees received by the Owners' Committee for the approval shall be credited to the Special Fund.
- (b) No Owner (including the First Owner) shall have the right to convert or designate any of his own areas (i.e. areas to which he is entitled to exclusive use, occupation or enjoyment) as Common Areas and Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. Neither the Owner (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or benefit

save as otherwise provided for when the area in question was so converted or designated.

26. **Terrance, Balconies, Utility Platforms, Flat Roofs and Roofs**

- (a) Subject to the rights of the First Owner under this Deed, no Owner shall without the prior written consent of the Manager erect or build or suffer to be erected or built on or upon the terrace(s), flat roof(s), roof(s), balcony(ies), utility platform(s) or covered areas underneath the balcony or utility platform forming part of a Residential Unit any walls, windows, gates, doors, curtains, external awnings, canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said terrace, roof, flat roof, balconies, utility platforms or covered areas underneath the balcony or utility platform will be enclosed or partitioned either in whole or in part and where such installations have been approved in writing by the Manager the same shall be erected in accordance with designs approved by the Manager and shall be installed in accordance with the fixing instructions specified by the Manager and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed and shall thereafter be maintained to such standard as may from time to time be laid down by the Manager. The Manager shall have the right to enter and remove from such terraces, roofs, flat roofs, balconies, utility platforms or covered areas underneath the balcony or utility platform such unauthorised structure or structures at the cost and expense of the defaulting Owner. Notwithstanding anything herein contrary, no balcony, utility platform or covered areas underneath the balcony or utility platform shall be enclosed in any manner other than as under the Building Plans.
- (b) No Owner except the Owner having the exclusive right to occupy the terrace, roof and flat roof of a Residential Unit shall have the right to use the terrace, roof and flat roof thereof (if any). No Owner shall erect or place or cause or permit to be erected or placed any advertising signs or other structure on the terrace, roof and flat roof of a Residential Unit or any part thereof and the Manager shall have the right to enter to remove anything erected or placed on such terrace, roof and flat roof or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
- (c) No Owner shall erect or permit or suffer to be erected any radio or television aerial or advertising sign or keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roof(s), roof(s), balcony(ies), utility platform(s), terrace(s), windows, external walls, corridors, lift lobbies, entrance halls of any part of the Development or any other areas which in the opinion of the Manager shall be undesirable or constitute a nuisance to other Owners or occupiers of the Development and the Manager shall have the right to remove such articles without notice but after warning has been given to such Owner at the cost of the offending Owner.

27. **Maintenance of Windows etc.**

- (a) Each Owner of a Residential Unit shall at his own cost and expense be responsible for the cleaning, repair and maintenance of all the balustrade and railings on the terrace,

balcony, utility platform, roof and flat roof and all the windows of the Residential Unit. The Owner of the Residential Unit shall engage such contractor as the Manager may nominate from time to time to carry out the said cleaning, repair and maintenance work using materials as approved by the Manager.

- (b) The Manager shall be responsible for the repair, maintenance and cleaning of the external walls of the Development including, but not limited to, parapet walls of flat roofs and roofs save and except any Party Wall, curtain walls (save and except any windows on the curtain walls enclosing the Residential Units) and facade and associated facilities thereof Provided That if the cleaning, repair or maintenance is required as a result of the act, neglect, default or omission of any Owner or his servants, agents, contractors, licensees or tenants, such Owner shall be wholly responsible for the relevant costs of cleaning, repair or maintenance.

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

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

30. **Laundry** - No clothing or laundry shall be hung on any terrace, balcony, flat roof, roof, windows or outside the Development or any part thereof or in the Common Areas and Facilities.

31. **Use of Recreational Facilities** - The Recreational Facilities shall only be used and enjoyed for recreational purposes by the Owners and occupiers of the Residential Units and their bona fide visitors and subject to the provisions of this Deed, the House Rules and such rules as may from time to time be laid down by the Manager. The Recreational Facilities shall not be used for any commercial purposes whatsoever except in the course of bona fide coaching of residents and occupiers of the Residential Units only by such persons or companies nominated or approved by the Manager.

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

33. **Use of Residential Units** -

- (a) No Residential Unit shall be used for any purpose other than for private residential purpose and in particular no Residential Unit shall be used as a boarding house,

apartment house, dance hall, ballroom or for any form of commercial letting or occupancy in bed spaces or cubicles or as hostel or hostel for the elderly or the like **SAVE AND EXCEPT** that the First Owner may use any such Residential Units owned by him as show flats for such period or periods as it shall in its reasonable discretion consider appropriate provided that (1) the use and enjoyment of other Residential Units shall not be affected, (2) the show flats are for the sole purpose of facilitating the sale of the Residential Units by the First Owner, (3) the operation of the show flats shall cause as little disturbance as reasonably practicable to the other Owners, (4) the access to the show flats shall be subject to the consent of the Manager (which consent shall not be unreasonably withheld), and (5) the First Owner shall coordinate with the Manager before determining the opening hours of the show flats and the number of visitors to the show flats and the Manager may control the number of visitors to the show flats at any time.

- (b) No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any Residential Unit any metal grille or shutter or gate without the prior written approval of the Manager.
- (c) No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.
- (d) No Owner shall permit or suffer to be erected, affixed or installed on or at the window or windows of a Residential Unit any window grille or metal grille without the prior written consent of the Manager and where such installations have been approved in writing by the Manager the same shall be erected in accordance with such design, colour and material as shall be specified by the Manager and shall be installed in accordance with the fixing instructions specified by the Manager.

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

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

36. **Non-enclosed Areas** -

- (a) The Non-enclosed Areas shall only be used as balconies, utility platforms or flat roof (as the case may be) in relation to or in connection with use and enjoyment of the Residential Units for which they are provided;
- (b) The design and location of the Non-enclosed Areas under the Building Plans shall not be altered in any way;
- (c) No fences, awnings, grilles or any structures or things shall be installed, exhibited, affixed, erected or attached to any of the Non-enclosed Areas whereby the same shall be enclosed in whole or in part other than as approved under the Building Plans;

- (d) The balconies and utility platforms and the covered areas underneath the balconies and utility platforms must not be enclosed above safe parapet height other than is approved under the Building Plans; and
- (e) In the event of the above covenants being in breach, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owners to remedy the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants including but not limited to the right to enter upon the Residential Units concerned (including the Non-enclosed Areas provided therein) and remove any fences, awnings, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Residential Units which are in breach of the aforesaid covenants. 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.

37. **Not to interfere with operation of the building maintenance unit(s), etc. -**

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 terrace, utility platform, balcony, flat roof, roof or the parapet walls thereof pertaining to his Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the building maintenance unit(s) at any time in the course of the management and/or the maintenance of the Development.

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

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

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

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

40. **Residential Units with terraces, roofs, flat roofs and/or Non-enclosed Areas to avoid water leakage into Common Areas and Facilities -**

Every Owner of the Residential Units with terraces, roofs, flat roofs and/or Non-enclosed Areas shall at all time ensure that (a) the drains of the terraces, roofs, flat roofs and/or the Non-enclosed Areas of their respective Residential Units are in

good function and condition and shall ensure that there shall be no overflowing or leakage of water from their respective Residential Units and the terraces, roofs, flat roofs and/or Non-enclosed Areas thereof into other parts of the Development (including without limitation the Common Areas and Facilities) and (b) the doors of the terraces, roofs, flat roofs and/or the Non-enclosed Areas forming part of their respective Residential Units shall remain closed during inclement weather in order to ensure that there shall be no overflowing or leakage of water from the terraces, roofs, flat roofs and/or the Non-enclosed Areas into other parts of the Development (including without limitation the Common Areas and Facilities), failing which the Manager shall have the right to enter into the relevant Residential Units in accordance with paragraph (b) of Part B of the SECOND SCHEDULE for the purpose of carrying out any necessary works to stop such overflowing or leakage. The Owner of the relevant Residential Unit causing such water overflow or leakage shall be wholly responsible for all the costs, expenses, loss and damage as may be incurred and/or suffered by the Manager and/or any other Owners.

41. **Fire Safety Management Plan-**

The Owner(s) of Residential Unit(s) with open kitchen shall at his own costs and expenses 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 and shall cause his tenants and other occupants of his Residential Unit to observe and comply with the same, including without limitation to allow the Manager and its registered fire service installation contractor to have access to such Residential Units to carry out annual check and maintenance. All Owners shall co-operate with the Manager to ensure that 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 are being complied with and shall not cause or allow any one to cause any incompliance with the Fire Safety Management Plan and any such guideline or direction to be issued or given by the Manager.

42. **Noise Mitigation Measures-**

The Owner(s) of Residential Unit(s) with Noise Mitigation Measures including (i) fixed glazing (with or without maintenance windows) and (ii) solid parapet walls and sound absorption materials in the balcony(ies) and/or flat roofs shall at his own costs and expenses upkeep and maintain such Noise Mitigation Measures. No owner shall interrupt, alter or remove, or cause or permit or suffer any Noise Mitigation Measures to be interrupted altered or removed.

43. **Greenery**

No Owner shall use or permit or cause the Greenery to be used for any purpose other than as greenery. The use of the Greenery shall be subject to the rules and regulations as may be compiled or determined by the Manager from time to time.

44. **Party Wall**

- (a) The Owner of a Residential Unit has the right to use the internal surface of the Party Wall and all other parapet wall(s) abutting or enclosing his Residential Unit, which shall be maintained by such Owner at his own costs.
- (b) A Party Wall shall be repaired and maintained at the joint expense of the Owners of the Residential Units which the Party Wall separates.

45. **Residential Units with fire damper(s)**

The Owners of Residential Units with fire damper(s) shall at their own costs and expenses upkeep and maintain such fire damper(s) and fusible link in normal operation and good condition and carry out annual inspection of the fire damper(s) and fusible link by registered ventilation contractor as required under the Fire Services Ordinance (Cap.95) or any by-laws or regulations made thereunder or any other applicable laws or regulations. No Owner shall interfere with, alter, remove or obstruct the fire damper(s) and fusible link, or cause or permit or suffer any fire damper(s) and fusible link to be interfered with, altered, removed or obstructed.

THE FOURTH SCHEDULE

WORKS AND INSTALLATIONS

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

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) the slope structures;
- (e) green features;
- (f) plumbing system;
- (g) drainage system;
- (h) fire services installations and equipment;
- (i) electrical installations and ELV;
- (j) lift installations;
- (k) gas supply system;
- (l) curtain wall and window installations;
- (m) vertical platform for building maintenance;
- (n) building maintenance unit(s);
- (o) mechanical ventilation and air-conditioning system;
- (p) water feature and filtration plant system;
- (q) electric vehicle charging enabling facilities;
- (r) irrigation system;
- (s) planting and green wall;
- (t) indoor and outdoor swimming pools and filtration plant system;
- (u) subsoil drainage system and ground water monitoring system;
- (v) horizontal maintenance platform; and
- (w) closed circuit television system equipments for inspection of external drainage.

THE FIFTH SCHEDULE

Fire Safety Provisions

1. Certified copy of the latest approved building plan for Residential Units with open kitchen approved by the Building Authority and certified by the Authorized Person shall be lodged by the First Owner with the management office for checking of the provisions for open kitchen.
2. On receipt of fire alarm signal from a Residential Unit on any floor, an indication of the addressable smoke detector will be sent to the fire alarm panel at the entrance lobby and guard room of each tower. The fire signal should be checked and confirmed by the management staff / personnel on-duty who should travel to the floor below the Residential Unit of fire signal via the lift and then travel up the stair to investigate whether a real fire has occurred within a few minutes when the situation is allowed and take appropriate action as follows:
 - (i) **In case of a false alarm:-**
 - (a) Inform the management office that this is a false alarm;
 - (b) Inform the occupants that only a false alarm is raised and no evacuation is requested;
 - (c) All detection and alarm system for Residential Units with open kitchen shall be resumed to normal by the instruction from the Manager.
 - (ii) **In case of a real fire:-**
 - (a) Report the fire to the Fire Services Department via emergency hotline (phone number : 999);
 - (b) Locate the nearest fire hose cabinet and break the “Break Glass Unit” to activate the fire alarm when it is safe to do so;
 - (c) Keep calm and report the fire and/or abnormal smoke to the management office by:
 - (i) Identify himself/herself by name clearly
 - (ii) Explain the exact location of the fire or smoke
 - (iii) Describe the situation of the fire or smoke, and report injury, if any;
 - (d) Assist elderly, children, and person with disabilities or other as necessary for safe evacuation.

Notes:

1. Always raise the alarm/ report back to management office first before attempting to put out the fire.
2. Before opening any doors in the fire area, check it first, a hot door handle indicates that the fire has spread, do not open the door.
3. In case of fire, do not use the lift.
4. Always save life first, whether your own or others, before protecting building property.
5. Always stay low when the area is smoke logged. Smoke is a more lethal killer than fire and the freshest air is found closest to the floor.
6. Before leaving, turn off the switch and close the door.
7. Management control room must ensure that the fire pump switch is set to automatic.

3. (i) Unless the Manager's prior written approval is obtained, the Owner of a Residential Unit with open kitchen shall not (and shall cause his tenants, licensees, occupiers and/or invitees not to) :
 - (a) remove or obstruct the smoke detector inside his Residential Unit (except bedroom(s) and bathroom(s));
 - (b) remove or obstruct the sprinkler system in the open kitchen of his Residential Unit;
 - (c) relocate the cooking stove in the open kitchen of his Residential Unit; and
 - (d) remove the full height wall having an FRR of not less than -/30/30 adjacent to the open kitchen and flat exit door of his Residential Unit.
- (ii) Should any Residential Unit with open kitchen be rented out, there shall be a clause stipulated in the relevant tenancy agreement that the tenant shall not be permitted to do the acts as provided in paragraph 3(i) above unless the prior written approval is obtained from the landlord and the Manager.
4. (i) Annual inspection of fire service installation shall be arranged by the Manager. Registered fire service installation contractor(s) shall be appointed for such inspection to ensure that:
 - (a) Sprinkler system, smoke detector and alarm system serving the Residential Units with open kitchen and the lobbies outside such Residential Units with open kitchen have been operating satisfactorily; and
 - (b) The cooking stove and the fire service installation within the Residential Units with open kitchen have not been relocated or removed.
- (ii) Records of the annual inspection and maintenance of the fire service installation should be kept at the management office and be made available for inspection by staff of the Buildings Department and the Fire Services Department.
- (iii) Any alterations, additions, repairs or modifications to the above fire service installation shall only be carried out by the registered fire service installation contractor(s) subject to the Manager's prior written approval.
5. The Owner of each Residential Unit with open kitchen shall (and shall cause his tenants, licensees, occupiers and/or invitees to) :
 - (i) allow the Manager and/or the registered fire service installation contractor(s) appointed by the Manager to enter into his Residential Unit to carry out the aforesaid inspection;
 - (ii) fully co-operate with the Manager when carrying out the aforesaid inspection; and
 - (iii) reinstate any unauthorized alteration, relocation or removal at his own cost, or pay or indemnify the Manager of the cost of such reinstatement.
6. The Owners of the Residential Units with open kitchen shall keep the smoke detector and sprinkler system and the other fire service installation inside their own Residential Units in normal operation and good condition at their own costs and expenses and linked to appropriate fire alarm control panel or fire services communication center of the Development.

7. Annual fire drill training will be provided by the Manager for the management staff and the residents of the Development. The fire drill training will be prepared and conducted in accordance with the Fire Safety Management Plan.
8. Periodic/regular fire talk, preventative talk and training on usage of fire fighting equipment will be arranged by the Manager for the management staff and the residents of the Development.
9. Periodic educational leaflet regarding fire safety shall be distributed to the occupants by the Manager and shall be prominently displayed by the Manager at conspicuous locations (e.g. entrance lobby) to remind the residents on how to maintain fire safety within the Residential Units with open kitchen.
10. The following provisions shall be provided in the Residential Units with open kitchen and maintained by the Owners thereof in accordance with the provisions of this Deed:
 - (i) Cooking stove with provision in accordance with the Building Plans;
 - (ii) full height wall having an FRR of not less than -/30/30 adjacent to the open kitchen and unit exit door as shown in the Building Plans;
 - (iii) Sounder base type addressable smoke detectors; and
 - (iv) Sprinkler head.
11. Fire escape routes will be kept clear and combustible materials should be separated from potential ignition sources.
12. Means of escape staircase exit doors shall be kept close and unlocked.
13. The Manager will:-
 - (i) maintain such staff and provide such facilities as may be required under the Fire Safety Management Plan; and
 - (ii) provide proper and adequate training to its staff as may be required under the Fire Safety Management Plan.

SEALED with the COMMON SEAL of)
the First Owner and SIGNED by)
)
)
)
director(s) thereof duly authorised by)
a resolution of the board of directors)
of the First Owner)
in the presence of :-)

SIGNED SEALED and DELIVERED by)
the First Assignee)
)
)
in the presence of :-)

SEALED with the COMMON SEAL of)
the DMC Manager and SIGNED by)
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director(s) thereof duly authorised by)
a resolution of the board of directors)
of the DMC Manager whose signature(s))
is/are verified by :-)

INTERPRETED to the First Assignee by :-