

**THIS DEED OF MUTUAL COVENANT**

**AND MANAGEMENT AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN**

- (1) **WINFUL FAR EAST LIMITED (宏富遠東有限公司)** a company incorporated under the laws of Hong Kong whose registered office is situated at Room 2701-4, 27/F, K. Wah Centre, 191 Java Road, North Point, Hong Kong (hereinafter called "**the Registered Owner**" which expression shall where the context so admits include its successors and assigns);
- (2) [\*] of [\*] (hereinafter called "**the First Purchaser**" which expression shall where the context so admits include his executors administrators and assigns);
- (3) [\*] whose registered office is situate at [\*] (hereinafter called "**the Manager**" which expression shall where the context so admits include its successors and assigns)[*;and*]
- [(4) **DAH SING BANK, LIMITED (大新銀行有限公司)** whose registered office is situate at 26th Floor, Dah Sing Financial Centre, No. 248 Queen's Road East, Wan Chai, Hong Kong(hereinafter called "**the Mortgagee**")]*

**WHEREAS :-**

- (1) Words used in these Recitals shall, where applicable, have the meanings ascribed to them in Section I below.
- (2) Immediately prior to the assignment of the said premises (as hereinafter defined) to the First Purchaser, the Registered Owner was the registered owner of the Land (as hereinafter defined) which was HELD under and by virtue of the Government Grant (as hereinafter defined).
- (3) For the purpose of sale, the Land and the Estate have been notionally divided into 3,674 Undivided Shares which have been allocated in such manner as set out in the First Schedule hereto.
- (4) *By a Partial Release bearing even date herewith and made between the Mortgagee of the one part and the Registered Owner of the other part and for*

*the consideration therein expressed, the said premises referred to in Recital (5) below was released from the Mortgage and reassigned unto the Registered Owner by the Mortgagee to the Registered Owner.]*

- (4/5) By an Assignment bearing even date herewith but immediately executed prior to these presents and made between the Registered Owner of the one part and the First Purchaser of the other part, the Registered Owner assigned the said premises to the First Purchaser subject to and with the benefit of the Government Grant and this Deed.
- (5/6) The parties hereto have agreed to enter into this Deed for the purpose of (i) making provisions for the proper management, operation, insurance, servicing maintenance, repair and renovation of the Land, the Estate and its equipment, services, facilities and apparatus (as the case may require) and (ii) defining and regulating the rights, interests and obligations amongst themselves and all subsequent owners in respect of the Land and the Estate.
- (6/7) The Director of Lands has approved the terms of this Deed in accordance with Special Condition No. (22) of the Government Grant.

**NOW THIS DEED WITNESSETH** as follows : -

## **SECTION I**

### **DEFINITION AND INTERPRETATION**

1. In this Deed wherever the context so permits, the following expressions shall have the meanings ascribed to them by this clause: -

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|---------------------|---|
| "Advance Payment"   | means a sum equal to two (2) months' Monthly Management Fees payable for a Unit during the first Financial Year.  |
| "Authorized Person" | means Cheng Kwun Kit, Kenneth of VPANG Architects Limited and any other replacement authorized person for the time being appointed by the Registered Owner. |
| "Approved Plans"    | means the general building plans and specifications in respect of the Estate or in respect of any part or parts of the Estate prepared                      |

by the Authorized Person and approved by the Building Authority under reference no.BD2/9199/17 and includes any amendment thereto as approved by the Building Authority.

"Bicycle Parking Spaces" means parking spaces on the Ground Floor provided pursuant to Special Condition No.(28) of the Government Grant for the parking of bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees.

"Budget" means in relation to a Financial Year, the budget of the Management Expenses.

“Car Park” or “Car Parks” means car parking spaces on the Ground Floor (excluding those car parking spaces that form as part of the Houses) provided pursuant to Special Condition No.(26)(a)(i) of the Government Grant (“**Car Parking Spaces**”) and motor cycle parking space(s) on the Ground Floor provided pursuant to Special Condition No.(26)(c) of the Government Grant (“**Motor Cycle Parking Spaces**”) for the parking of motor vehicle(s) or motor cycle(s) (as the case may be) belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees.

“Car Park Common Areas” means such part or parts of the Land and the Estate and all other common parts specified in Schedule 1 to the Ordinance (if any) within the Land and the Estate designed or intended for the common use and benefit of the Owners of the Car Parks and not otherwise specifically assigned to or for the exclusive use of the Owner of a particular Car Park. Such Car Park Common Areas (if and where capable of being shown on Plans) are shown for identification purpose only coloured Cyan on the Plans.

“Car Park Common Facilities” means such facilities and ancillary equipment for the common use and benefit of the Car Parks but not other parts of the Estate and not for the use and benefit of a particular Car Park exclusively and shall include but not limited to the relevant installations and facilities for the supply of electricity to the Car Parks.

"Common Areas"	means collectively the Car Park Common Areas, the Estate Common Areas, the Tower Common Areas and the Houses Common Areas (each of which Common Areas shall, where applicable, include those appropriate and relevant common parts specified in Schedule 1 to the Ordinance.)
"Common Facilities"	means collectively the Car Park Common Facilities, the Estate Common Facilities, the Tower Common Facilities and the Houses Common Facilities (each of which Common Facilities shall, where applicable, include those appropriate and relevant common parts specified in Schedule 1 to the Ordinance).
"Common Parts Undivided Shares"	means All those equal undivided parts or shares of and in the Land and the Estate notionally allocated to the Common Areas and the Common Facilities particulars whereof are set out in the First Schedule of this Deed.
"Conduits"	means and includes sewers, drains, pipes, wires, cables, ducts, risers, gutters, flues, watercourses, fibres and any medium for the passage or transmission of soil, sewage, water, gas, electricity, air, smoke, light, information or other matters and associated equipment and structures.
"this Deed"	means this Deed of Mutual Covenant and Management Agreement (including the Schedules hereto).
"Disabled Car Park" or "Disabled Car Parks"	means car parking spaces on the Ground Floor for the parking of motor vehicles by disabled persons provided in the Land and the Estate pursuant to Special Condition No.26(b)(i) of the Government Grant.
"Estate"	means the whole of the development constructed or in the course of construction on the Land in accordance with the Government Grant and the Approved Plans and known as "La Aldea" (南屏匯) comprising, inter alia, the Houses, the Tower, the Car Parks, the Common Areas and the Common Facilities.
"Estate Common Areas"	means such part or parts of the Land and the Estate which are not



otherwise specifically assigned to or for the exclusive use of an Owner and are designed or intended for common use and benefit of the Owners (which do not form part of the Units, the Tower Common Areas, the Houses Common Areas or the Car Park Common Areas) and shall include but not limited to driveways and ramp (which do not form part of the Units or the Car Park Common Areas), emergency vehicular access, boundary and/or fence wall (excluding the glass balustrade/glazing (if any) and the plaster and covering of the interior surface of the boundary walls and/or fence walls facing a House or Houses), the Greenery Area (which for the purpose of identification shown and coloured Green on the Plans hereto annexed), vertical green wall, Recreational Areas, areas for the installation or use of the Telecommunication Network Facilities, parts of the External Walls of the Ground Floor of the Tower enclosing the Recreational Areas, the Visitors' Car Parks, the Bicycle Parking Spaces, the Disabled Car Parks, the loading and unloading bay, guard house, master meter room, transformer room, switch room, portable and flushing pump room, sprinkler and fire service pump room, water tank, TBE room, refuse storage and material recovery chamber, maintenance cover plate for master metre room, planters, footpaths and passageways, staircases (which do not form part of the Units or the Tower Common Areas, the Houses Common Areas or the Car Park Common Areas) and all other common parts specified in Schedule 1 to the Ordinance (if any) within the Land and the Estate designed or intended for common use and benefit of the Owners and not otherwise specifically assigned to or for the exclusive use of an Owner (which do not form part of the Units, the Tower Common Areas, the Houses Common Areas and the Car Park Common Areas). Such Estate Common Areas (if and where capable of being shown on Plans) are shown for identification purpose only coloured Yellow and Green on the Plans.

"Estate Common  
Facilities"

means such facilities and ancillary equipment intended for the common use and benefit of the Land and the Estate and not for the use or benefit of a particular Unit exclusively (which shall not include such facilities, equipment and other like structures

forming part of the Tower Common Facilities, the Houses Common Facilities or the Car Park Common Facilities) and shall include but not limited to: -

- (a) all Conduits and mechanical and electrical installations, equipment, fixtures and facilities servicing the Estate Common Areas and other services facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Land and the Estate through which water, sewage, gas, electricity and any other services are supplied to the Land and the Estate or any part or parts thereof which are for the use and benefit of the Land and the Estate and not for the use or benefit of a particular Unit;
- (b) all Telecommunication Network Facilities that service the Estate Common Areas;
- (c) lighting facilities including lamp posts, façade lighting within the Estate which are for the use and benefit of the Land and the Estate and not for the use or benefit of a particular Unit;
- (d) fire prevention and fire fighting installations and equipment within the Estate which are for the use and benefit of the Land and the Estate and not for the use or benefit of a particular Unit;
- (e) signages;
- (f) security drop gate, security system installations and equipment;
- (g) Recreational Facilities; and
- (h) installation or facilities for the supply of electricity to the Disabled Car Parks, the Bicycle Parking Spaces, the Visitors' Car Parks and the loading and unloading bay.

”Estate Management Expenses” means all Management Expenses which are, in the opinion of the Manager, attributable to the Estate Common Areas, Estate Common Facilities or for the management and maintenance of the Estate as a whole other than the Units.

”Estimated Management Expenses” means any of the following (as the case may be):

- (a) the proposed Management Expenses set out in the approved Budget for the Financial Year in question;
- (b) if and for so long as Sub-clause 2(c) of Subsection E of Section III of this Deed applies, the Management Expenses (if any) for the previous Financial Year; or
- (c) if and for so long as Sub-clause 2(f) of Subsection E of Section III of this Deed applies, the Management Expenses for the previous Financial Year together with the additional amount permitted under Sub-clause 2(f) of Subsection E.

and the expressions “Estimated Estate Management Expenses”, “Estimated Car Park Management Expenses”, “Estimated Houses Management Expenses” and “Estimated Tower Management Expenses” shall be construed accordingly.

“External Walls” means the external walls of the Estate or any part thereof including, in the case of the Houses, curtain walls (including the non-openable windows therein but excluding the openable windows and the maintenance windows therein), stone cladding, aluminium cladding, fixed glazing and architectural features and in the case of the Tower, the tiles, architectural features, aluminium cladding, stone cladding and parapet walls (other than those between the Residential Units of the Tower) and the windows and window frames of the Common Areas but excluding the internal surfaces of the concrete walls facing the Units, the parapets/balustrades/fence walls of the flat roofs, roofs and Non-enclosed Areas, the windows/openable

windows/maintenance window, window frames and sealant around window frames of the Units.

- "Financial Year" means the period from 1st January to 31st December of that year Provided always that the Manager shall have the right to change the financial year in accordance with the provisions herein contained.
- "Fire Safety Management Plan" means the fire safety management plan and measures relating to the Open Kitchen Units required to be implemented by the Buildings Department and Fire Services Department and 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.
- "Green and Innovation Features"
- means the green and innovative features that are exempted from the calculation of gross floor area by the Building Authority, which for identification purpose are shown and coloured Light Green, Light Green Stippled Black, and Light Green Hatched Black on the Plans.
- "Green Area"
- means the Green Area referred to in Special Condition No.5(a)(i) (I) of the Government Grant and for identification purpose shown coloured green on the plan annexed to the Government Grant.
- "Greenery Area"
- means such area of the Land provided pursuant to Special Condition No.(16)(b)(ii) of the Government Grant which are for the purpose of identification shown Green on the Plans.
- "Government"
- means the Government of Hong Kong.
- "Government Grant"
- means the Agreement and Conditions of Exchange in respect of the Land registered at the Land Registry as New Grant No.22580 together with any further variation or modification thereto from time to time.
- "Hong Kong"
- means the Hong Kong Special Administrative Region of the

People's Republic of China.

- “House” or “Houses” means one or more houses for residential use numbered House 1 to House 3 and House 5 to House 9 constructed as part of the Estate in accordance with the Approved Plans .
- “Houses Common Areas” means such part or parts of the Land and the Estate designed or intended for the common use and benefit of the Owners of the Houses and not otherwise specifically assigned to or for the exclusive use of an Owner of a particular House and shall include but not limited to the finishes of the external fence wall facing the roadside (excluding the glass balustrade/glazing (if any) and the plaster and covering of the interior surface of such fence walls facing a House or Houses), water metre cabinet and all other common parts specified in Schedule 1 to the Ordinance (if any) within the Land and the Estate designed or intended for the common use and benefit of the Owners of the Houses and not otherwise specifically assigned to or for the exclusive use of an Owner of a particular House. Such Houses Common Areas are (if and where capable of being shown on Plans) are shown for identification purpose only coloured Pink on the Plans.
- “Houses Common Facilities” means such facilities and ancillary equipment for the common use and benefit of the Owners of the Houses and not for the use and benefit of a particular House exclusively and shall include but not limited to the water tanks, water pumps, wires and cables and electrical equipment.
- "House Rules" means the house rules as set out in the Fifth Schedule and as amended by the Manager at all times and from time to time.
- "Land" means All That piece or parcel of ground registered at the Land Registry as Lot No.2128 in Demarcation District No.121.
- "Maintain" or "maintain" means operate, service, repair, uphold, support, renew, rebuild, overhaul, pave, purge, scour, cleanse, empty, amend, replace, paint, decorate, insure and provide for or such of the foregoing as may be applicable in the circumstances and in the interest of good

estate management and "maintenance" shall be construed accordingly.

"Management" or "management" means all duties and obligations to be performed and observed by the Manager in relation to the management of the Land and the Estate as provided herein and “manage” shall be construed accordingly.

"Manager" means any person who for the time being is, for the purpose of this Deed, managing the Estate.

"Manager's Remuneration" means the remuneration of the Manager for its service as manager as provided in Subsection D of Section III in this Deed.

"Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in the management and maintenance of the Land and the Estate or any part or parts thereof under and in accordance with the provisions of this Deed including (except which specifically provided otherwise) the Manager's Remuneration.

"Management Funds" means the Special Fund and all monies received, collected, recovered or held by the Manager pursuant to this Deed and any Sub-Deed (if any) except the Manager's Remuneration.

"Management Shares" means the number of shares allocated to each Unit for the purpose of calculating the contribution payable by each Owner towards the Management Expenses as set out in the Second Schedule of this Deed.

"Monthly Management Fees" means the monthly management fees payable by an Owner in respect of each Unit owned by him.

[“Mortgage” means a Building Mortgage and Debenture dated 26 February 2018 made by the Registered Owner in favour of the Mortgagee and registered at the Land Registry by Memorial No.18030702500066 as may from time to time be varied or supplemented.]

"Non-enclosed Areas"	means the balconies and/or utility platforms and the covered areas underneath the balconies and/or utility platforms forming part of a Residential Unit, which balconies and/or utility platforms are for identification purpose only shown on the Plans and thereon colored Light Green and marked "BAL" and "U.P." respectively.
"Non-Recurrent Expenditure"	means expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but not limited to, expenses for the renovation, improvement and repair of the Common Areas and Common Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plants and machineries for the Common Areas and Common Facilities and the costs of the relevant investigation works and professional services.
"Occupation Permit"	means a temporary or permanent occupation permit covering the Estate and issued by the Building Authority.
"Occupier"	means any person occupying or using a Unit with the express or implied consent of an Owner who owns the Unit which include, but without prejudice to the generality thereof, any tenant, any member of the Owner's or tenant's family and any of the Owner's or tenant's servants, agents, invitees and licensees and visitors.
"Open Kitchen Unit" or "Open Kitchen Units"	means the Residential Unit(s) of the Tower provided with open kitchen (as for the purpose of identification the open kitchen is shown and demarcated by Black Dashed Lines and marked "Open Kit" on the Plans.
"Ordinance"	means the Building Management Ordinance (Cap.344).
"Owner"	means each person in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenant in common of any Undivided Share, and (where

any Undivided Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such Undivided Share Provided that (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share by the provisions of this Deed is exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share.

"Owners' Committee" means a committee of the Owners of the Estate established as provided in Section IV of this Deed.

"Owners' Corporation" means the corporation of the Owners incorporated under Section 8 of the Ordinance.

"Plans" means the plans annexed to this Deed, the accuracy of which has all been certified by the Authorized Person.

"Recreational Areas" means such areas on the Ground Floor of the Tower intended for recreational use by the residents and guests of the Residential Units and their bona fide visitors which shall include but not limited to the gymnasium room, reading area and exercise area.

"Recreational Facilities" means such recreational facilities and facilities ancillary thereto provided or installed for recreational use by the residents of the Residential Units and their bona fide visitors pursuant to Special Condition No.(14)(a) of the Government Grant.

"Residential Unit" or "Residential Units" means the Unit(s) which is/are either of the followings:

- (a) the House(s) which shall include but not limited to:
  - (i) the external walls (including any curtain walls but excluding those forming part of the Common Areas) enclosing the House;
  - (ii) the glass balustrade/glazing (if any) and the plaster



and covering of the interior surface of the boundary walls and/or fence walls abutting on the Common Areas (but not other parts of the boundary walls or fence walls);

- (iii) floor slabs, roof slabs, walls, partitions, columns and beams of the House (whether structural or non-structural, load bearing or non-load bearing) and windows (including glass panes, window frames and sealant around window frames) (whether openable or non-openable);
- (iv) the flat roofs, roofs, Non-enclosed Areas and garden(s) (including the parapets/balustrades/fence walls and sliding/swing doors thereof (if any) or their replacement), gate(s), staircases, filtration plant area (if any), uncovered air-conditioning plant area, uncovered flushing water tank and filtration plant area (if any) and fire services pump plant room (if any) appertaining thereto or held therewith;
- (v) car parking spaces held therewith on the Ground Floor of the House;
- (vi) any water meter cabinet, electric meter cabinet and gas meter cabinet held therewith;
- (vii) all Conduits serving the House exclusively;
- (viii) up to the mid-point of the party wall adjoining two Houses; and
- (ix) the party wall between the House and the Greenery Area.

OR

- (b) the Residential Unit(s) of the Tower, which shall include

but not limited to:

- (i) the structure of the External Walls adjacent to the Residential Unit(s) of the Tower including the plaster and other internal covering of the External Walls enclosing the Residential Unit(s) of the Tower and the plaster and covering of the internal surface of other enclosing walls abutting on the Common Areas enclosing the Residential Unit(s) of the Tower;
- (ii) all non-structural or non-load bearing internal partitions and walls of the Residential Unit(s) of the Tower, in the case of a non-structural party wall adjoining two Residential Units of the Tower only up to the mid point of such party wall;
- (iii) the windows with glass panes, window frames and sealant around window frames;
- (iv) the swing door(s) to the balcony(ies) and utility platform(s) of the Residential Unit(s) of the Tower;
- (v) the flat roof(s), roof(s), the Non-enclosed Areas and for those parapets/balustrades forming part of the External Walls or abutting on the Common Areas, the glass balustrade/glazing(if any) and the plaster and covering of the interior surface thereof)and the pipe ducts serving exclusively thereto, appertaining thereto or held therewith;
- (vi) for the Open Kitchen Units, the detection system and fire sprinkler system installed therein and
- (vii) all Conduits serving the Residential Unit(s) of the Tower exclusively.

“Right to Occupy”

means the exclusive right and privilege of an Owner, vis-a-vis the other Owners and the Manager or (as the case may be) the

Owners' Corporation as owner of the Common Parts Undivided Shares, to hold, use, occupy and enjoy a Unit attached to any Undivided Share owned by him and to receive the rents and profits arising from the Unit.

"said premises"

means All Those [\*] equal undivided parts or shares of and in the Land and the Estate together with the sole and exclusive right and privilege to hold use occupy and enjoy All That Flat [\*] on the [\*] Floor of the Estate as shown and coloured [\*] on the plan attached to the Assignment shortly described and referred to in Recital [(4)/(5)] above.

"Special Fund"

means the fund with separate accounts for the respective types of Common Areas and Common Facilities to be established and held by the Manager for the payment of Non-Recurrent Expenditure for the purpose of paragraph 4 of Schedule 7 to the Ordinance.

"Telecommunication Network Areas"

means areas forming part of or within the Estate for the installation or use of the Telecommunication Network Facilities.

"Telecommunication Network Facilities"

means the aerial broadcast distribution together with the cabling infrastructure (including all infrastructure and facilities capable of conveying all telecommunication traffic including but not limited to voice, internet, broadband and any other data communications) and their associated equipment and accessories or telecommunication network facilities and all pipes, ducting and conducts thereof.

"Tower"

means a multi-storey tower block constructed as part of the Estate in accordance with the Approved Plans for residential use.

"Tower Common Areas"

means such part or parts of the Land and the Estate designed or intended for the common use and benefit of the Owners of the Residential Units of the Tower and not otherwise specifically assigned to or for the exclusive use of an Owner of a Residential Unit of the Tower and shall include but not limited to:

- (a) the External Walls of the Tower (including the window frame adjacent to the common corridor, staircase and refuge room of each floor but excluding the window frames of each Residential Unit of the Tower and those parts of the External Walls of Ground Floor of the Tower enclosing the Recreational Areas (which form part of the Estate Common Areas);
- (b) architectural fins, lift lobbies, lift shafts, corridors, staircases and landings, refuse storage rooms, electric meter rooms, telecom rooms, switch rooms, flat roofs and top roofs, water meter cabinets, cabinets for fire services inlets, hose reel cabinets, pipe ducts, exhaust louver decorative grille, air-conditioning platforms (including the enclosing metal grilles, the maintenance access panels thereto), lift machine rooms; and
- (c) the roof on the 1<sup>st</sup> Floor of the Tower

and all other common parts specified in Schedule 1 to the Ordinance (if any) within the Land and the Estate designed or intended for the common use and benefit of the Owners of the Residential Units of the Tower and not otherwise specifically assigned to or for the exclusive use of an Owner of a Residential Unit of the Tower. Such Tower Common Areas are (if and where capable of being shown on Plans) are shown for identification purpose only coloured Brown on the Plans.

“Tower  
Facilities”

Common means such facilities and ancillary equipment for the common use and benefit of the Owners of the Residential Units of the Tower and not for the use and benefit of a particular Residential Unit of the Tower exclusively and shall include but not limited to the water tanks, water pumps, drains, pipes, gutters, sewers, fire prevention and fire fighting system, wires and cables, electrical equipment, air-conditioning or mechanical ventilation installation, lighting, security system, gas pipes, air-conditioning system, Telecommunication Network Facilities, lifts and sanitary fittings and installations for use and benefit of the Residential

Units of the Tower.

"Undivided Share" or "Undivided Shares" means All those 3,674 equal undivided parts or shares of and in the Land and the Estate notionally allocated to the Units and the Common Areas and Common Facilities as set out in the First Schedule hereto.

"Unit" or "Units" means the Residential Unit(s) or Car Park(s) of the Estate or each part of the Land and/or the Estate intended for separate use or occupation and of which the Owner, as between himself and Owners or Occupiers of other parts of the Estate, is entitled to the exclusive possession.

"Visitors' Car Park" or "Visitors' Car Parks" means car parking spaces on the Ground Floor provided pursuant to Special Condition No.(26)(a)(iii) of the Government Grant for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the Residential Units.

"Works and Installations" means the major works and installations in the Estate which require regular maintenance on a recurrent basis as set out in the Sixth Schedule hereto.

"Yellow Area" means the Yellow Area referred to and defined in Special Condition No.(9)(i) of the Government Grant and for identification purpose shown coloured yellow on the plan annexed to the Government Grant.

2. References to the singular shall include the plural and vice versa and references to the masculine gender shall include the feminine or neuter gender and words importing persons shall include companies or corporations.
3. Headings are inserted for reference purpose only and shall not be deemed to be part of or affect the interpretation of any provisions herein.
4. Where an Owner comprises two or more persons and/or corporations, all obligations imposed on an Owner under this Deed (express or implied) are imposed on and would bind such persons and/or corporations jointly and severally.

5. No provision in this Deed may result in a breach of the Government Grant to the intent that if any provision in this Deed may result in a breach of the Government Grant, such provisions shall be deemed null and void and is deemed to have been severed from this Deed without vitiating the validity of the remaining provisions of this Deed.

## SECTION II

### MUTUAL GRANTS, EXCEPTIONS TO THE REGISTERED OWNER ETC

1. The Registered Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full right benefit and privilege to hold use occupy and enjoy to the exclusion of the First Purchaser the whole of the Land and the Estate (save and except only the said premises and the Common Areas) Together with the appurtenances thereto and the entire rents and profits thereof to the intent that the Registered Owner shall have in all respects the rights of an absolute owner thereof [*and subject to the interest of the Mortgagee under the Mortgage so far as they are still subsisting.*].
2. The First Purchaser shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full right benefit and privilege to hold use occupy and enjoy to the exclusion of the Registered Owner the said premises Together with the appurtenances thereto and the entire rents and profits thereof.
3. Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Land and the Estate shall be held by the Owner or Owners from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in the Third Schedule hereto.
4. The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants provisions and restrictions herein contained and in the Government Grant and in the Third and the Fourth Schedules hereto and the benefit and burden thereof shall be annexed to every part of the Land and the Estate and the Undivided Share(s) or shares held therewith. The Conveyancing and Property Ordinance (Cap.219) and any statutory amendments, modifications or re-enactments thereof for the time being in force shall apply to this Deed.

5. Every Owner shall have the full right and liberty without reference to the other Owner(s) or any person(s) who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner(s) or other person(s) a party to the transaction to sell, assign, mortgage, charge, lease, licence or otherwise dispose of or deal with his Undivided Share(s) or interest in the Land and the Estate together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Estate which may be held therewith provided that any such transaction shall be expressly subject to and with the benefit of this Deed.
6.
  - (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Land and/or the Estate shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held Provided always that the provisions of this Clause shall, subject to the Government Grant, do not extend to any lease, tenancy or licence with a term not exceeding twelve (12) years.
  - (b) The right to the exclusive use, occupation and enjoyment of (as the case may be) any flat roof, roof, garden or Non-enclosed Areas or planter shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which the flat roof or roof or garden or Non-enclosed Areas or planter is/are held.
  - (c) The Owner of the Car Park(s) shall not (i) assign the same or any interest therein without also and at the same time assigning the Undivided Shares of and in the Land and the Estate together with the right to the exclusive use and occupation of a Residential Unit or Residential Units; or (ii) underlet the same or any interest therein except to the resident of a Residential Unit PROVIDED THAT nothing herein contained shall prevent the assignment of such Car Park to any person who is already at that time the Owner of the Undivided Shares of and in the Land and the Estate together with the right to the exclusive use and occupation of a Residential Unit or Residential Units PROVIDED FURTHER THAT in any event not more than three in number of the total of the Car Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the Owner or underlet to the resident (as the case may be) of any one Residential Unit.
7. Each of the Common Areas and Common Facilities are to be enjoyed in common by all the Owners subject to the provisions of this Deed and the Government Grant Provided always that in exercising such rights, no Owner shall interfere with or prevent or suffer to

be interfered with the general amenities, equipment or services provided for the Estate and Provided further that each Owner shall comply with the House Rules and other regulations (if any) from time to time in force in respect of the use of the Common Areas and the Common Facilities.

8. There is excepted and reserved unto the Registered Owner its successors and assigns the following rights and privileges for so long as the Registered Owner remains the beneficial owner of any Undivided Share:-

(a) the right to change, amend, vary, add to or alter the Approved Plans without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the Registered Owner from the requirements of obtaining the prior written consent of the Director of Lands, the Building Authority, or other relevant Government authorities (as the case may be) pursuant to the Government Grant or other applicable legislation and no such change, amendment, variation, addition or alteration shall give to the Owners any right of action against the Registered Owner Provided that the Registered Owner shall not be entitled to alter or change the Approved Plans of the House(s) and Tower consisting of Residential Unit(s) which have already been sold to individual purchaser(s) without his/their prior written approval and Provided further that the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed shall not be required if the said right to be exercised relates to or affects only such part of the Estate owned by the Registered Owner;

(b) full power to enter into and upon all parts of the Land and the Estate (other than any part of the Estate that have already been assigned) with contractors, surveyors, workmen, servants or all other necessary persons and all necessary equipment tools, equipment plant and materials at reasonable time on giving prior written notice for the purposes of constructing, developing and completing the Estate or any part thereof in accordance with the Approved Plans and the Government Grant Provided that nothing herein shall absolve the Registered Owner from obtaining prior written consent (if required) from the Building Authority or other relevant Government authorities (as the case may be);

(c) the right to assign free of costs or consideration the Common Parts Undivided Shares together with the whole of the Common Areas and the Common Facilities to the Manager or the Owners' Corporation, if formed who shall hold the Common Parts Undivided Shares together with all of the Common Areas and the Common Facilities



as trustee for all Owners for the time being. Such Common Parts Undivided Shares shall be assigned free of costs or consideration to the successors of the Manager on termination of its appointment or to the Owners' Corporation, if formed, if so required by it and in the event the Manager shall be wound up or have a receiving order made against it and another Manager be appointed in its stead in accordance with this Deed, then the liquidator or the receiver shall assign the Common Parts Undivided Shares together with the Common Areas and the Common Facilities which they represent to the new Manager provided always that nothing herein contained shall in any way fetter or diminish the rights, powers, authorities, entitlements, duties and obligations of the Manager contained in this Deed;

- (d) subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the right to apply to, negotiate and agree with the Government for any alteration, amendment, variation, addition or modification to any of the terms and conditions of the Government Grant without the consent, concurrence or approval from the other Owners for the time being of the Land and the Estate and without incurring any liability to any other Owners for compensation or claim and without necessity of joining such Owners as party to the said application and any document relating to such alterations, amendments, variations, additions or modifications to the intent that the Registered Owner alone shall have the right to execute such documents in the name of the Registered Owner without the necessity of joining in any other Owner(s) provided that any premium and other costs as may be required for or resulting from the said alterations, amendments, variations, additions or modifications shall be borne by the Registered Owner absolutely and provided further that such alterations, amendments, variations, additions and modifications shall not affect or interfere with the other Owners' exclusive right to hold, use, occupy and enjoy the Units which they own and shall not obstruct the access thereto;
  
- (e) the right to install in or affix to and use (or permit any person to install in or affix to and use whether by way of tenancy, licence or in any form or manner whatsoever) any part of the Common Areas, flues, pipes, conduits, antennae, chimneys, aerials, plant, machinery and other apparatus as the Registered Owner shall think fit together with the right to repair, maintain, service, remove or replace the same provided that the written approval by resolutions of the Owners at a meeting of the Owners convened under this Deed is obtained prior to the exercise of such rights and provided always that all costs and expenses incurred in respect of the aforesaid shall be borne by the Registered Owner and provided further that the Registered Owner shall ensure that the enjoyment of the Estate by other Owners and occupiers shall not be unreasonably

affected and shall make good any damage caused by exercising the rights under this sub-clause (f) and provided also that any consideration received thereof shall be credited to the relevant account of the Special Fund for the benefit of all Owners;

- (f) subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the full right and power to designate and declare by deed or in writing any area(s) or part(s) or facility(ies) of the Land or the Estate which is for the time being beneficially owned by the Registered Owner to be additional Houses Common Areas, Tower Common Areas, Car Park Common Areas, Estate Common Areas, Houses Common Facilities, Tower Common Facilities, Car Park Common Facilities and Estate Common Facilities (as the case may be) whereupon with effect from such designation or declaration, such area(s) or part(s) or facility(ies) shall form part of the Houses Common Areas, Tower Common Areas, Car Park Common Areas, Estate Common Areas, Houses Common Facilities, Tower Common Facilities, Car Park Common Facilities and Estate Common Facilities (as the case may be) and each of the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Houses Common Areas, Tower Common Areas, Car Park Common Areas, Estate Common Areas, Houses Common Facilities, Tower Common Facilities, Car Park Common Facilities and Estate Common Facilities (as the case may be) and the Registered Owner shall have the full right and power to assign to the Manager who shall accept such assignment of the Undivided Shares allocated to such area(s), part(s) or facility(ies) which have become additional Common Areas and Common Facilities together with such additional Common Areas and Common Facilities on trust for the benefit of all the Owners provided that the Registered Owner shall have no right to re-designate the additional Common Areas and Common Facilities or any of the Common Areas and Common Facilities;
- (g) the right to enter into a Sub-Deed or Sub-Deeds in respect of the Tower or any part of the Land and the Estate owned by the Registered Owner for the purpose of making further provisions for the management, maintenance and servicing of the Tower or that part of the Land and the Estate for which it is made without the necessity of making every Owner a party thereto provided that such Sub-Deed or Sub-Deeds shall not conflict with the provisions of this Deed or the terms and obligations of the Government Grant or adversely affect the rights, interests or obligations of the other Owners bound by this Deed and provided further that prior written approval by the Director of Lands to any Sub-Deed or Sub-Deeds shall have been obtained unless the Director of Lands, in his absolute discretion, waives the requirement of approval of such Sub-Deed or Sub-Deeds;

- (h) the full and unrestricted right to designate or re-designate the numbering of the Units which are wholly owned by the Registered Owner without consent or concurrence of any other Owner or the Manager and to alter the use of any part of the Estate owned by the Registered Owner to other uses subject to the Government Grant and necessary consent and/or approval from the competent authorities;
  - (i) the right to change the name of any part of the Estate then owned by the Registered Owner at any time; and
  - (j) subject to the provisions of the Government Grant and the approval by a resolution of Owners at an Owners' meeting convened under this Deed and provided that it shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units, the right to enter into any deeds or agreements with the Government or other parties as the Registered Owner shall think fit for granting or releasing any right of way affecting the Land without joining in any other Owners for the time being of the Land and the Estate provided always that any money received from the grant or release of any such rights shall form part of the Special Fund and credited to the relevant account.
9. Notwithstanding anything herein contained to the contrary, the following terms and conditions will apply in case if the Registered Owner exercise the rights and privileges referred to in Clause 8 of this Section II:
- (a) all necessary consents or approvals of the appropriate Government authorities (if required) shall be obtained prior to the exercise of the rights and privileges; and
  - (b) the exercise of the rights and privileges shall not unreasonably or materially prejudice or interfere with any other Owner's right to hold, use, occupy and enjoy his Unit and the Estate and shall not unreasonably or materially impede or restrict the access to or from his Unit.
10. When exercising the rights and privileges referred to in Clause 8 of this Section II, the Registered Owner shall cause as little disturbance as possible and shall make good any damages caused thereby and be responsible for its wilful and negligent acts and those of its servants and/or contractors.
11. The Owners hereby jointly and severally APPOINT the Registered Owner as their

attorney and grant unto such attorney the full, right, power, discretion and authority to do all acts, deeds, matters and things and to execute, sign, seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights and privileges reserved to the Registered Owner referred to in Clause 8 of this Section II.

12. Every assignment of a Unit shall include the following covenant :-

"The Purchaser hereby covenants with the Vendor that the Purchaser acknowledges the rights and privileges conferred on Winful Far East Limited ("the Registered Owner") under Clause 8 of Section II of a Deed of Mutual Covenant and Management Agreement dated the                    day of                    ("the Registered Owner's Rights") and the Purchaser agrees not to do or permit anything to be done which will affect the exercise of any of the Registered Owner's Rights by the Registered Owner. The Purchaser (and each one of them if more than one) hereby (jointly and severally) appoints the Registered Owner to be its attorney and grants unto the Registered Owner the full right, power and authority to do all acts, deeds, matters and things and to execute and sign and as acts of the Purchaser deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise by the Registered Owner of the Registered Owner's Rights or any part thereof as aforesaid with full power of delegation."

### **SECTION III**

#### **MANAGEMENT**

##### **A. APPOINTMENT AND REMOVAL OF MANAGER**

1. The management of the Land and the Estate shall be undertaken by the Manager.
2. Without prejudice to Subsection B of this Section III, the Manager is hereby appointed for the management of the Land and the Estate for the term of TWO (2) YEARS from the date of this Deed and thereafter until the Manager tenders his resignation pursuant to Clause 3 of this Subsection A or until terminated by the Owners' Committee (prior to the formation of the Owners' Corporation), acting upon a resolution passed by the Owners at a meeting convened in accordance with Section IV of this Deed, giving to the Manager not less than three (3) months' notice in writing to terminate the same.

3. (a) No resignation of the Manager shall take effect unless he has previously given not less than three (3) months' notice in writing of his intention to resign :-

(i) by sending such a notice to the Owners' Committee; or

(ii) where there is no Owners' Committee, by serving such a notice on each of the Owners and by displaying such a notice in a prominent place in the Estate.

(b) Service of a notice on an Owner under this clause may be given :-

(i) by delivering it personally to the Owner; or

(ii) by sending it by post to the Owner at his last known address; or

(iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.

4. (a) Subject to Sub-clause 4(b) of this Subsection A of Section III, if the Manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within fourteen (14) days of the date his appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in his place any movable property in respect of the control, management and administration of the Estate that is under his control or in his custody or possession, and that belongs to the Owners' Corporation or the Owners.

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

(i) prepare

(A) an income and expenditure account for the period beginning with the commencement of the Financial Year in which his appointment ends and ending on the date his appointment ended; and

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

and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by

such accountant or other independent auditor as may be chosen by the Manager; and

- (ii) deliver to the Owners' Committee (if any) or the Manager appointed in his place any books or records of account, papers, documents and other records which are required for the purposes of Sub-clause 4(b)(i) of this Subsection A of Section III and have not been delivered under Sub-clause 4(a) of this Subsection A of Section III.
5. Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Estate for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and the Common Facilities and all matters duly authorized under this Deed.
6. The Manager shall be responsible for and accountable to the Owners acting collectively or through the Owners' Committee but not to the Owners individually.
7. The Manager shall be bound by and shall observe and perform all the conditions, duties and obligations herein provided and shall have all the rights and obligations herein provided and all the rights and privileges herein granted.
8. The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among the Owners on any business relating to the management of the Estate.

#### B. TERMINATION OF MANAGER'S APPOINTMENT BY OWNERS' CORPORATION

1. Subject to Clause 3 of this Subsection B, at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution:
  - (a) passed by a majority of the votes of the Owners voting either personally or by proxy; and
  - (b) supported by the Owners of not less than fifty percent (50%) of the Undivided

Shares in aggregate (excluding Common Parts Undivided Shares) determinate by notice the Manager's appointment without compensation.

2. A resolution under Clause 1 of this Subsection B shall have effect only if :-
  - (a) the notice of termination of appointment is in writing;
  - (b) 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 Manager for payment to him of a sum equal to the amount of remuneration which would have accrued to him during that period;
  - (c) the notice is accompanied by a copy of the resolution terminating the Manager's appointment; and
  - (d) the notice and the copy of the resolution is served upon the Manager not more than fourteen (14) days after the date of the meeting.
  
3. For the purposes of Clauses 1 and 2 of this Subsection B,
  - (a) Only the Owners of the Undivided Shares (excluding Common Parts Undivided Shares) who pay or who are liable to pay their contributions to the Management Expenses relating to the Undivided Shares (excluding Common Parts Undivided Shares) shall be entitled to vote;
  - (b) The reference in Clause 1(b) of this Subsection B to "the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding Common Parts Undivided Shares)" shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding Common Parts Undivided Shares) who are entitled to vote.
  
4. Service of the notice and the copy of the resolution required to be served under Sub-clause 2(d) of this Subsection B may be given :-
  - (a) by delivering them personally to the Manager; or
  - (b) by sending them by post to the Manager at his last known address.

5. If a contract for the appointment of a Manager other than the Manager contains no provision for the termination of the Manager's appointment, Clauses 1, 2, 3 and 4 of this Subsection B apply to the termination of the Manager's appointment as they apply to the termination of a Manager's appointment and for the avoidance of doubt, this Clause 5 operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than a Manager to terminate the appointment of the Manager.
6. The Manager's appointment may not be terminated under this Subsection:-
  - (a) by a notice that expires before the end of a period of one (1) year from the commencement of Section 41 of the Ordinance;
  - (b) if, within the previous three (3) years, the appointment of a previous Manager was terminated under this Subsection; or
  - (c) if the Manager was appointed by the Owners' Corporation under Sub-clause 7(b) of this Subsection B.
7. If a notice to terminate a Manager's appointment is given under this Subsection:-
  - (a) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
  - (b) if no such appointment is approved under Sub-clause 7(a) of this Subsection B 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.
8. If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Land and the Estate and the Owners' Corporation has appointed a Manager under Sub-clause 7(b) of this Subsection B, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that Sub-clause 7(b) that may otherwise render that person liable for a breach of that undertaking or agreement.



9. This Subsection is subject to any notice relating to the Land and the Estate that may be published by the Secretary for Home Affairs under Section 34E(4) of the Ordinance but does not apply to any single Manager referred to in that section.

#### C. POWER DUTIES AND FUNCTIONS OF THE MANAGER

1. The Manager shall manage the Land and the Estate in a proper manner and in accordance with the provisions of this Deed and, except as otherwise herein expressly provided, the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Estate. Without in any way limiting the generality of the provisions of the foregoing, the Manager shall have the following powers and duties, namely :-
  - (1) To inspect and examine at all reasonable intervals the Land and the Estate including the Common Areas and the Common Facilities.
  - (2) To insure and keep insured the Common Areas and the Common Facilities in full new reinstatement value in respect of loss or damage by fire and such other risks or perils as deemed necessary by the Manager and to effect public and/or occupiers' liability and employer's liability insurance in such amounts as the Manager may think fit, such insurance to be in the name of the Manager for and on behalf of itself as Manager and the Owners according to their respective interests and to pay all premia required to keep such insurance policies in force.
  - (3) To ensure that the Common Areas and the Common Facilities are maintained in a good, clean, satisfactory and safe condition at all times.
  - (4) To maintain and keep in good repair the structure and fabric of the Estate, the External Walls forming parts of the Common Areas, top roof, roof, flat roofs (but excluding any roof or flat roofs forming part of the Units), refuge floor, parapet walls and the elevations and facades of the Estate.
  - (5) To prevent any decaying, noisome, noxious refuse matters from being deposited in or on the Land and the Estate or any part thereof and to remove all refuse from the Units and all parts of the Estate and to arrange for their disposal at such regular intervals and to maintain the Estate's refuse collection facilities to the satisfaction of the Government and to charge the person in breach of this provision the cost of

removing the refuse.

- (6) To keep in good order and repair the lighting and ventilation of the Common Areas and to maintain the security system (if any), the electricity generators and all fire alarms and other fire fighting installations equipment in the Estate.
- (7) To maintain, service and clean the Common Areas and the Common Facilities and to enter into contracts with any firm or corporation to effect the same.
- (8) To replace any glass, doors, windows or fixtures in the Common Areas that may be broken.
- (9) To use its best endeavours to prevent obstruction of the Common Areas and the Common Facilities and to remove any article or thing causing the obstruction and to demand and recover from the person by whom such article or thing was placed the cost of such removal and the cost of making good of any damages thereby caused.
- (10) To use its best endeavours to remove any structure, installation, signs, sunshade, bracket, fitting or other things in or on the Estate which are illegal or which have been erected in contravention of this Deed or the House Rules or the Buildings Ordinance and/or without the written consent of the Manager and to demand and to recover from the Owner by whom such structure or other thing was erected or installed the costs and expenses of such removal and the making good of any damages thereby caused.
- (11) To keep and maintain all the common sewers, drains, watercourses and pipes free and clear from obstructions.
- (12) To keep all plant, machinery, apparatus and equipment including but without limiting the generality of the foregoing all lighting and fire lighting equipment, sprinkler systems (if any) and water systems in good and working order and comply with all requirements of the relevant government departments.
- (13) To do all things which the Manager shall in its absolute discretion deem necessary or desirable for the purpose of maintaining the Common Areas and the Common Facilities for the better enjoyment by the Owners, occupiers and their licensees including the appointment or employment of agents, contractors or sub-managers to

carry out certain aspects of the management works in respect of the Land and the Estate PROVIDED THAT nothing in this Sub-clause (13) shall take away, reduce and/or discharge the Manager's responsibility who shall at all times be responsible for the management, maintenance and control of the Land and the Estate.

- (14) To engage on behalf of the Owners solicitors to commence, conduct, carry on and defend legal or other proceedings touching or concerning the Land and the Estate or its management (but not proceedings relating to the rights or obligations of any individual Owner) and in particular, in all proceedings in which the Government shall be a party and to appoint a solicitor who shall undertake to accept service on behalf of the Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise.
- (15) To use its best endeavours to prevent any person from occupying or using otherwise than in accordance with the written consent of the Manager or the provisions of this Deed the Common Areas and the Common Facilities.
- (16) To use its best endeavours to prevent and to take all actions necessary to remedy any breach by any Owner, occupiers or other persons of the provisions of the Government Grant or of this Deed.
- (17) To take all steps necessary or expedient for complying with the covenants, terms and conditions contained in the Government Grant and any statutory or governmental requirements concerning or relating to the Estate for which no Owner or occupier of the Estate is directly responsible.
- (18) To use its best endeavours to prevent any person detrimentally altering or injuring any part of the Estate or any of the equipment, apparatus and services or facilities thereof.
- (19) To demand, collect and receive all amounts payable by the Owners under the provisions of this Deed.
- (20) To pay and discharge out of all monies so collected all outgoings relating to the management of the Land and the Estate or incurred by the Manager hereunder.
- (21) To keep proper accounts of all expenditure incurred by and of all payments made to

the Manager in respect of its carrying out the duties hereunder and to permit each Owner by application in writing to inspect such accounts during office hours.

- (22) To prepare in consultation with the Owners' Committee an annual budget, (except the first annual budget before the establishment of the Owners' Committee) of all estimated Management Expenses of the Land and the Estate for the ensuing Financial Year.
- (23) To convene such meeting of the Owners as may be necessary or requisite and to act as secretary to keep the minutes of such meetings if the Owners shall fail to appoint a secretary for the purpose of such meetings.
- (24) To establish and keep a Special Fund referred to in Subsection J of Section III of this Deed and in the event that further contributions need to be made to the Special Fund to recommend and request the Owners to approve such further contribution in the annual general meeting or other meeting(s) of the Owners.
- (25) To represent the Owners in all matters and dealings with Government or any utility or other competent authority or any other person whomsoever in any way touching or concerning the due management and maintenance of the Land and the Estate and its apparatus and services; or the Common Areas, Common Facilities, the Fire Safety Management Plan (including but not limited to all fire services installations required to be installed pursuant to the Fire Safety Management Plan) and the fire safety system of the Estate with power to bind all Owners as to any policy reasonably adopted or decision reasonably reached or action reasonably taken in relation to any such dealings.
- (26) To enter into contracts with and to engage, employ, remunerate and dismiss solicitors, auditors, architects, engineers and other professional advisers and consultants in connection with the proper management of the Land and the Estate.
- (27) To enforce the due observance and performance by the Owners or any person occupying any part of the Estate through under or with the consent of such Owner of the covenants terms and conditions of 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 to enforce the due observance and performance thereof and/or the recovering of damages for any breach, non-observance or non-performance thereof and the registration and enforcement of charges as

hereinafter mentioned.

- (28) To demand, collect and recover from any defaulting Owner or tenant or occupier of the Estate any amount due and unpaid after thirty (30) days from the due date of payment together with interest and collection fee under the provisions of this Deed.
- (29) To demand, collect and receive from the Owner of each Unit his due proportion of the Government rent payable in respect of the Land unless separate apportionments thereof have been made for any individual Unit.
- (30) To provide watchmen and/or caretakers and to provide and maintain an adequate security system for the Land and the Estate and whenever necessary maintain the whole or any part thereof.
- (31) To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Estate as a whole.
- (32) To appoint or employ from time to time such workmen, agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties and obligations hereunder PROVIDED that the Manager shall not transfer or assign its duties and obligations hereunder to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible to the management and control of the Estate in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing such responsibility.
- (33) To enter into and upon the Unit, with or without workmen and upon reasonable notice (except in case of emergency) for the purpose of carrying out necessary repairs to the Estate or to abate any hazard or nuisance which does or may affect the Common Areas or Common Facilities or other Owners Provided that the Manager shall cause as little disturbance as possible when carrying out such works and repair at its own costs and expenses any damage caused thereby and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager or its employees, contractors, servants and agents.
- (34) To act as an agent of and on behalf of all Owners duly authorised in accordance with the provisions of this Deed in respect of all matters concerning the Common

Areas and the Common Facilities and all other matters duly authorized under this Deed and the Manager shall have the authority and is hereby authorised to act as such an agent to do all such acts and things as may be necessary or expedient for the management of the Estate subject to the provisions of this Deed and the Ordinance.

- (35) To do all such other things as in the opinion of the Manager are reasonably incidental to or necessary for the management and maintenance of the Land and the Estate.
- (36) (if applicable) to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the slope and retaining structures in accordance with the Geoguide 5 – Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) by the appropriate Government department regarding the maintenance of the slope and retaining structures. For this purpose, the Manager shall have the right to demand from the Owners and the Owners shall be liable to pay, such contributions to all the costs lawfully incurred or to be incurred in carrying out such maintenance and repair and any other works in respect of the slope and retaining structures by way of a lump sum or instalments or otherwise as the Manager shall decide Provided that the Manager shall not be made personally liable for carrying out any such requirements of the Government Grant which shall remain in the responsibility of the Owners, if having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all the Owners. For the purpose of this Clause, the Manager shall include the Owners' Corporation.
- (37) To impose the payment of such reasonable administrative fee or consideration for the grant of any consent or permission or approval (which shall not be unreasonably withheld) to any Owner under the provisions contained in this Deed PROVIDED that any sum so received shall be credited to the relevant account of the Special Fund and be applied by the Manager for the benefit of the Owners.
- (38) To restrict access to any part of the Common Areas and the Common Facilities for such time and in such manner as the Manager shall reasonably deem fit if and only if:
- (i) the affected Common Areas and Common Facilities are to be used as a

management office (including other spaces used for management purpose); or

- (ii) the affected Common Areas and Common Facilities are closed for maintenance or are potentially dangerous or to prevent damage from being done thereto; or
  - (iii) the Recreational Areas and the Recreational Facilities or any part thereof are closed for maintenance in accordance with the House Rules or regulations from time to time in force relating to the opening hours thereof.
- (39) To keep the Recreational Areas and the Recreational Facilities and all ancillary equipment and structures in good repair and condition and properly cleaned and to employ staff to supervise their use, to insure against liability of persons using the same and to make, vary and enforce regulations regarding the persons using the same, the hours of use, maintenance, management and other matters relating thereto
- (40) To decorate the Common Areas by using lights and other decorations as the Manager shall reasonably think fit during Christmas, Chinese New Year and other festivals and to organise such festive celebrations or activities for the Estate as the Manager shall in its reasonable discretion consider appropriate.
- (41) To maintain the Greenery Area, the planter and the planted trees, shrubs, flowers, bushes, grass and other vegetation including any steps, access and staircases at reasonable intervals.
- (42) To make House Rules to protect the environment of the Estate and to implement waste reduction and recycling measures with reference to the guidelines on property management issued from time to time by the Director of Environmental Protection and to require the Owners and the occupiers of the Estate to dispose of their rubbish properly for waste separation and recycling purposes.
- (43) To take all steps necessary or expedient for complying with the provisions of the Government Grant and any government requirements concerning the Land and the Estate or any part or parts thereof.
- (44) To maintain and operate or contract for the installation, maintenance and operation and/or use of the Telecommunication Network Facilities provided that any contract for the installation or use of the Telecommunication Network Facilities to be

entered into by the Manager shall be subject to the conditions that :-

- (i) the term of such contract will not exceed three (3) years;
  - (ii) the right to be granted under such contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and
  - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the Telecommunication Network Facilities unless he is a subscriber to the relevant service.
- (45) To inspect, maintain and carry out all necessary works for the maintenance of the Estate including the Works and Installations and to revise and update the maintenance manual for the Works and Installations at all times and from time to time as may be required including but without limitation to the addition of Works and Installations in the Estate and the updating of the maintenance strategies in step with changing requirements under and in pursuance of the resolutions passed by the Owners in the Owners' meeting.
- (46) To arrange and/or procure from a qualified professional or consultant to compile the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting and to deposit the revised maintenance manual for the Works and Installations at the Manager's office within one (1) month from the date of its preparation for inspection by all Owners free of charge and taking copies at the relevant Owner's expense and on payment of a reasonable charge which amount received shall be credited to the relevant account of the Special Fund.
- (47) To implement the Fire Safety Management Plan and/or monitor proper implementation of Fire Safety Management Plan by Owners of Open Kitchen Units (including but not limited to conducting annual check of the fire service installations by the registered fire service installation contractor appointed by the Manager in accordance with the Fire Safety Management Plan) and upon reasonable notice (except in case of emergency) to enter into the relevant Open Kitchen Units to take such measures and precautions as may be required to prevent any breach by any Owners in respect of fire safety management in Open Kitchen Units.



- (48) Subject to the Fire Safety Management Plan and the then relevant requirements of the Buildings Department, the Fire Services Department and any other relevant Government authority, to assist the Owners of Open Kitchen Units to carry out annual maintenance of the fire service installations in their Open Kitchen Units and submit the maintenance certificate (F.S.251) to the Fire Services Department.
- (49) To provide training relating to implementation of Fire Safety Management Plan to its on-site staff including course of actions to be carried out by security officers/security guard.
- (50) To arrange for carrying out of fire drill for the Tower annually.
- (51) To impound and/or remove any vehicle or motor cycle or bicycle parked anywhere on or in the Common Areas not so designated for parking of any vehicle or motor cycle or bicycle parked on or in any of the Disabled Car Parks or the Visitors' Car Parks or the loading and unloading spaces or the Bicycle Parking Spaces forming parts of the Common Areas without the consent of the Manager or which shall cause an obstruction or which is contrary to the provisions of this Deed or the House Rules or the owner of which vehicle or motor cycle or bicycle has defaulted in payment of parking fees and any damage caused to such vehicles or motor cycles or bicycles during or as a consequence of such impoundment or removal shall be the sole responsibility of the owner thereof.
- (52) Subject to the provisions of the Government Grant, to grant licence to use the Disabled Car Parks, Visitors' Car Park, loading and unloading spaces and the Bicycle Parking Spaces which form part of the Estate Common Areas on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion consider appropriate and all monies received shall be credited to the Management Funds or the relevant account of the Special Fund.
- (53) To demand the defaulting Owner to reinstate the Non-enclosed Areas to their original state under the Approved Plans and if the defaulting Owner shall fail to comply with the Manager's demand, the Manager shall have the right to take necessary steps to secure compliance with the covenants under this Deed including but not limited to the right to enter upon the Residential Unit concerned (including the Non-enclosed Areas provided therein) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or

attached to the Non-enclosed Areas or the Residential Unit which are in breach of the aforesaid covenant. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for and in relation to the steps taken by the Manager for the aforesaid purpose and all costs recovered by the Manager for the aforesaid purpose and all costs recovered by the Manager shall be credited to the Management Funds or the relevant account of the Special Fund from which the costs incurred by the Manager was drawn.

- (54) To maintain and keep the Yellow Area and everything on, in, under, forming a portion of or pertaining to it (including for the avoidance of doubt, the existing concrete bollards or new replacement bollards to be done in all respects to the satisfaction of the Director of Lands) together with all structures, surfaces, gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture and road markings constructed, installed and provided thereon or therein in all respects to the satisfaction of the Director of Lands in compliance with Special Condition No.(9)(a)(ii) of the Government Grant until such time as possession of the Yellow Area has been re-delivered to the Government in accordance with Special Condition No.(9)(d) of the Government Grant.
- (55) To maintain and keep the Green Area together with such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands may require to be constructed thereon and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Lands in compliance with Special Condition No.(5)(a)(ii) of the Government Grant until such time as possession of the Green Area has been re-delivered to the Government on the date of a letter from the Director of Lands indicating that the conditions as contained in the Government Grant have been complied with to his satisfaction under Special Condition No.(6) of the Government Grant.
- (56) To take all steps necessary or expedient to ensure that no building or structure (other than boundary walls or fence or both) shall be erected or constructed on, over, under, above, below or within the Pink Hatched Black Area and the Drainage Reserve Area as defined in Special Condition (40)(a)(i) and (ii).
- (57) To control, operate and maintain the Green and Innovation Features (save and except

those forming part of a Unit).

- (58) To landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and for such purpose to engage a landscape architect or consultant.
2. (a) Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power to make, revoke, amend and add to (in consultation and subject to the approval of the Owners' Committee or the Owners' Corporation, if formed), from time to time the House Rules regulating the use, operation, maintenance and environmental control of the Land and the Estate.

(b) The House Rules once approved by the Owners' Committee or the Owners' Corporation, if formed, shall be exhibited at a prominent place in the Estate and shall remain in force until revoked or amended as aforesaid.

(c) The House Rules shall not be inconsistent with the provisions of this Deed, the Ordinance or the conditions of the Government Grant and shall be binding on the Owners, their tenants, servants, licensees and agents. A copy of the House Rules from time to time in force (if any) shall be supplied to each Owner on request free of charge.
  3. The Manager shall not, in any Financial Year effect and/or carry out any improvements to facilities or services or enter into any contract that involves an expenditure of more than ten percent (10%) of the current annual management budget except with the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed.
  4. All acts and decisions of the Manager made in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on the Owners for the time being.
  5. Neither the Manager nor any servant, agent or other person employed by it shall be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any 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 wilful negligence. The Owners shall fully and effectually indemnify the

Manager from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Land and the Estate or any act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith provided that such act, deed, matter or thing does not involve any criminal liability, dishonesty or wilful negligence on the part of the Manager or its servant, agent or other person employed by it.

#### D. MANAGER'S REMUNERATION

1. The Manager's Remuneration shall be the sum equivalent to fifteen percent (15%) of the Management Expenses provided that: -
  - (a) no variation of the aforesaid percentage may be made except with the approval by a resolution of Owners at an Owner's meeting convened under this Deed;
  - (b) for the purpose of this clause 1 of Subsection D, Management Expenses shall not include :-
    - (i) any capital expenditure or expenditure drawn out of the Special Fund (in this Clause 1 of Subsection D, "Capital Expenditure") save to the extent that the same has been permitted by a resolution passed at an Owners' meeting for inclusion for the purpose of calculating the Manager's Remuneration under the provision of sub-clause (c) hereunder; and
    - (ii) the Manager's Remuneration.
  - (c) the Owners may by resolution passed at an Owners' meeting convened under this Deed decide that a percentage lower than that provided under the previous provisions of this Clause 1 of Subsection D shall, for the purpose of calculating the Manager's Remuneration, be applied to the Capital Expenditure included under Sub-clause (b)(i) of this Clause 1 of Subsection D.
2. The Manager's Remuneration shall be paid to the Manager monthly in advance on the first day of each month by reference to the total budgeted Management Expenses with adjustment to be made at the end of each Financial Year when the total Management Expenses are ascertained.
3. The Manager's Remuneration (expressed as a monthly amount) shall be the net

remuneration of the Manager for its service as Manager and shall not be subject to any requirement imposed on the Manager to disburse or provide from such money any staff, postage and stationery, facilities, accountancy services, secretarial services or other professional services, the costs for which shall be a direct charge upon the Management Funds.

#### E. MANAGEMENT EXPENSES AND MANAGEMENT FUNDS

1. Each Owner shall pay and contribute to the Manager in respect of his Unit his due share of the Management Expenses which shall, without limiting the generality of the foregoing, include the following items: -
  - (1) the costs and expenses for the management, cleansing, repair and maintenance of the Common Areas and the Common Facilities;
  - (2) the costs and expenses for carrying out all things reasonably necessary for the enforcement of the obligations contained in this Deed for the control, management and administration of the Land and the Estate;
  - (3) the costs of purchasing, hiring, operating or maintaining all apparatus and equipment for use by the Owners and the occupiers of the Estate in connection with their enjoyment of the Common Areas and the Common Facilities;
  - (4) the costs of effecting insurance in respect of or in connection with the management of the Land and the Estate and the premia under all insurance policies effected and taken out in accordance with this Deed and the workmen's compensation and medical insurances of the executives and clerical staff of the Manager;
  - (5) all reasonable professional fees and costs incurred by the Manager including solicitors and other legal fees and costs; fees and costs of any accountants and/or auditors employed in connection with the preparation or audit of accounts; fees and costs of surveyors, valuers, engineers, architects and others employed in connection with the management and maintenance of the Estate;
  - (6) the costs and expenses for the provision and maintenance of security services for the Estate;
  - (7) the costs of employing and/or recruiting all necessary persons whether as servants

or agents to provide the services requisite for the proper management and maintenance of the Land and the Estate and any benefits/payments due to such staff including any redundancy/severance pay or any benefit payable on termination of their employment and workmen's compensation, the costs of the administration thereof and the costs of providing all equipment, insurance cover, clothing and materials reasonably necessary for such purposes;

- (8) the cost of keeping and maintaining in good and tenantable repair and condition the Common Areas, the Common Facilities, the Recreational Areas and Facilities, the slopes (if applicable) and ancillary installations whether within or outside the boundaries of the Land in accordance with the provisions of the Government Grant;
- (9) the Government rent and all sums (other than the premium if any) payable under the Government Grant (unless separate assessments are made for each Unit) and any agreement or agreements for the grant of rights, privileges and tenancies for the Land and the Estate and intended for the common use, enjoyment or benefit of the Owners;
- (10) all water, gas, electricity, telephone and other service charges except where the same is separately metered to an individual Unit;
- (11) the costs of the installation, maintenance and operation of all plants, equipments, machineries or services affixed to or situate in the Common Areas and the Common Facilities and the costs of reinstatement, replacement or renewal thereof;
- (12) the costs of the refuse disposal (except trade refuse or refuse of a large quantity) and cleaning of the Common Areas;
- (13) all rates, taxes (if any), charges, assessments, impositions and other outgoings payable by the Owners in respect of any parts of the Common Areas;
- (14) the costs of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Land and the Estate;
- (15) a sum for contingencies which may be charged at the Manager's sole discretion;
- (16) the fees, charges and all other payments payable to the Government in connection with the grant or renewal of easements, wayleaves, licences and tenancies of the

Government land for the installation and maintenance thereon or therein of all structures and Conduits serving the Land and the Estate and the costs and expenses of repairing and maintaining the structures and Conduits constructed or installed thereto;

- (17) the costs of and in relation to the provision and maintenance of central air-conditioning to the Common Areas as the Manager shall deem fit, satellite television (if any), telephones, dust masts, toilet supplies and other sundry items for common use of the Owners and the management staff in connection with the management of the Land and the Estate;
  - (18) the costs of operating and displaying festive decorations during Christmas, Chinese New Year and other festivals and organising festive celebrations or activities for the Estate;
  - (19) all costs of and incidental to inspecting, maintaining and carrying out such necessary works for the maintenance of the Works and Installations;
  - (20) the costs and expenses of providing and operating any emergency generator for the Estate;
  - (21) the costs and expenses of maintaining and repairing the open spaces at and within the Land;
  - (22) the cost and expenses incurred by the Manager for the control, operation, management, inspection, repairing, replacing, maintenance and reinstatement of the transformer rooms, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Estate;
  - (23) the cost of inspecting, repairing, maintaining and managing the Yellow Area under this Deed and/or pursuant to the Government Grant; and
  - (24) the Manager's Remuneration and any other items of expenditure which, in the sole discretion of the Manager, are considered to be necessary for the management and maintenance of the Land and the Estate.
2. (a) Subject to Sub-clauses 2(c), (e), (f) and (h) hereunder, the total amount of

Management Expenses payable by the Owners during the Financial Year shall be the total proposed expenditure during that Year as specified by the Manager in accordance with Sub-clause (b).

- (b) In respect of each Financial Year, the Manager shall :-
- (i) prepare a draft Budget setting out the proposed expenditure during the Financial Year;
  - (ii) send a copy of the draft Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft Budget in a prominent place in the Estate and cause it to remain so displayed for at least seven (7) consecutive days;
  - (iii) send or display, as the case may be, with the copy of the draft Budget a notice inviting each Owner to send his comments on the draft Budget to the Manager within a period of fourteen (14) days from the date the draft Budget was sent or first displayed;
  - (iv) after the end of that period, prepare a Budget specifying the total proposed expenditure during the Financial Year; and
  - (v) send a copy of the Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the Budget in a prominent place in the Estate and cause it to remain so displayed for at least seven (7) consecutive days.
- (c) Where, in respect of a Financial Year, the Manager has not complied with Sub-clause 2(b) of this Subsection E before the start of that Financial Year, the total amount of the Management Expenses for that year shall :-
- (i) until it has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous Financial Year; and
  - (ii) when it has so complied, be the total proposed expenditure specified in the Budget for that Financial Year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.



- (d) Where a Budget has been sent or displayed in accordance with Sub-clause 2(b)(v) of this Subsection E and the Manager wishes to revise it, it shall follow the same procedures in respect of the revised Budget as apply to the draft Budget and Budget by virtue of Sub-clause 2(b) of this Subsection E.
- (e) Where a revised Budget is sent or displayed in accordance with Sub-clause 2(d) of this Subsection E, the total amount of the Management Expenses for that Financial Year shall be the total expenditure or proposed expenditure specified in the revised Budget and the amount that the 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 the Budget or revised Budget (as the case may be) for a Financial Year is sent or first displayed in accordance with Sub-clause 2(b) or (d) of this Subsection E, the Owners' Corporation decides, by a resolution of the Owners, to reject the Budget or revised Budget, as the case may be, the total amount of Management Expenses for the Financial Year shall, until another Budget or revised Budget (as the case may be) is sent or displayed in accordance with Sub-clause 2(b) or (d) of this Subsection E and is not so rejected under this Sub-clause 2(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 percent (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 Budget, Budget or revised Budget (as the case may be), the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) For the purposes of this Clause "expenditure" includes the Management Expenses and the Manager's Remuneration.
- (i) The Budget shall set out, in separate sections, the proposed:
  - (i) Houses Management Expenses;
  - (ii) Tower Management Expenses;
  - (iii) Car Park Management Expenses; and

(iv) Estate Management Expenses

3. (a) Each Owner (except the Registered Owner) shall pay to the Manager the Advance Payment in respect of each Unit which he has the Right to Occupy on the date of completion of the purchase of his Unit from the Registered Owner.
- (b) Each Owner shall in respect of each Unit which he has the Right to Occupy pay to the Manager in advance on the first day of each month (following the expiry of the period in respect of which any Advance Payment has been paid) the Monthly Management Fees and such Owner shall be personally liable to make such payments whether or not his Unit is vacant or occupied and whether it has been let or licensed or is occupied by the Owner himself.
- (c) The Monthly Management Fees payable by an Owner in respect of each Unit which he has the Right to Occupy shall be:

$$\frac{f}{g} + h$$

where:

"f" is the total contribution to the Estimated Management Expenses which the Owner is required to make under Sub-clause 3(d) of this Subsection E for the Unit concerned;

"g" is the total number of months in the Financial Year; and

"h" is the total amount of increases in the Monthly Management Fees under Sub-clause 3(h) of this Subsection E.

- (d) The contribution of an Owner to the Estimated Management Expenses for each Unit which he has the Right to Occupy shall be ascertained according to the following principles and formulae:
- (i) The Owner of a Unit shall, in respect of each Unit which he has the Right to Occupy, contribute to the Estimated Estate Management Expenses in the following proportion:

$$\frac{i}{j}$$

where:

"i" is the number of Management Shares allocated to the Unit; and

"j" is the total number of Management Shares.

- (ii) The Owner of a Car Park shall contribute to the Estimated Car Park Management Expenses in the following proportion:

$$\frac{m}{n}$$

where:

"m" is the number of Management Shares allocated to the Car Park; and

"n" is the total number of Management Shares allocated to all Car Parks.

- (iii) The Owner of a House shall contribute to the Estimated Houses Management Expenses in the following proportion:

$$\frac{o}{p}$$

where:

"o" is the number of Management Shares allocated to the House; and

"p" is the total number of Management Shares allocated to all the Houses.

- (iv) The Owner of a Residential Unit of the Tower shall contribute to the Estimated Tower Management Expenses in the following proportion:

$$\frac{q}{r}$$

where:

"q" is the number of Management Shares allocated to the Residential Unit of the Tower; and

"r" is the total number of Management Shares allocated to all Residential Units of the Tower.

- (e) If, during any period of time, the total Monthly Management Fees received by the Manager in respect of all Units are insufficient to meet the Management Expenses, the Manager may require each Owner to make a contribution to such deficiency.
- (f) If, as a result of a revision of the Budget, the Estimated Management Expenses are increased, the Manager may require the Owners to contribute to the increase.
- (g) In ascertaining the contribution to be made by an Owner under Sub-clauses 3(e) or (f) of this Subsection E, the provisions of Sub-clause 3(d) of this Subsection E shall, mutatis mutandis, apply so that any part of the deficiency or increase determined by the Manager to be attributable to:
  - (i) the Estate Common Areas and Estate Common Facilities or expenses for the common benefit of the Owners, occupiers or invitees of different Units or expenses not covered by Sub-clause 3(g)(ii),(iii) and (iv) of this Subsection E shall be borne by the Owners in the proportion set out in Sub-clause 3(d)(i) of this Subsection E;
  - (ii) the Car Park Common Areas and Car Park Common Facilities or expenses for the common benefit of Owners, occupiers or invitees of different Car Parks, shall be borne by the Owners of the Car Parks in the proportion set out in Sub-clause 3(d)(ii) of this Subsection E;
  - (iii) the Houses Common Areas and Houses Common Facilities or expenses for the common benefit of Owners, occupiers or invitees of different Houses, shall be borne by the Owners of the Houses in the proportion set out in Sub-clause 3(d)(iii) of this Subsection E; and
  - (iv) the Tower Common Areas and Tower Common Facilities or expenses for the common benefit of Owners, occupiers or invitees of the Residential Units of

the Tower, shall be borne by the Owners of the Residential Units of the Tower in the proportion set out in Sub-clause 3(d)(iv) of this Subsection E.

- (h) The contribution which an Owner is required to make under Sub-clause 3(e) or (f) of this Subsection E shall be made in such manner as the Manager may determine including:
  - (i) payment in one lump sum within fourteen (14) days of notification by the Manager; or
  - (ii) by increasing the Monthly Management Fees payable by the Owner by such amount and over such period as the Manager may determine.
- (i) If there is any surplus after payment of all the Management Expenses, such surplus shall be held by the Manager and shall be applied towards payment of future Management Expenses in the following manner:
  - (i) any part of the surplus determined by the Manager to be attributable to contributions made by the Owners towards the Estate Management Expenses or Estimated Estate Management Expenses shall be notionally credited to all the Units and be taken into account when preparing the section of future Budget(s) dealing with Estate Management Expenses or used for covering Estate Management Expenses or Estimated Estate Management Expenses; or
  - (ii) any part of the surplus determined by the Manager to be attributable to contributions made by the Owners of the Car Parks towards the Car Park Management Expenses or Estimated Car Park Management Expenses shall be notionally credited to all the Car Parks and be taken into account when preparing the section of future Budget(s) dealing with Car Park Management Expenses or used for covering Car Park Management Expenses or Estimated Car Park Management Expenses;
  - (iii) any part of the surplus determined by the Manager to be attributable to contributions made by the Owners of the Houses towards the Houses Management Expenses or Estimated Houses Management Expenses shall be notionally credited to all the Houses and be taken into account when preparing the section of future Budget(s) dealing with Houses Management Expenses or used for covering Houses Management Expenses or Estimated Houses

Management Expenses; or

- (v) any part of the surplus determined by the Manager to be attributable to contributions made by the Owners of the Residential Units of the Tower towards the Tower Management Expenses or Estimated Tower Management Expenses shall be notionally credited to all Residential Units of the Tower and be taken into account when preparing the section of future Budget(s) dealing with Tower Management Expenses or used for covering Tower Management Expenses or Estimated Tower Management Expenses.

4. Notwithstanding the provisions of Clause 3 of this Subsection E:-

- (a) the Management Expenses determined by the Manager as specifically referable to any one of the Units shall be borne and paid by the Owner or Owners of that Unit.
- (b) all existing and future taxes, rates, assessments, property tax and outgoings of every description for the time being payable in respect of any Unit and/or any portion of the Estate in separate occupation shall be borne by the Owner or Owners of that particular Unit or portion.
- (c) the costs and expenses for keeping in good and tenantable repair and condition the interior, fixture and fittings and the windows and doors of any Unit and/or any portion of the Estate in separate occupation and the installation and maintenance thereof and all plumbing, electrical installations, flues or pipes or other plants, equipment, apparatus or services used exclusively by any Unit and/or any portion of the Estate shall be paid by the Owner or Owners for the time being of that particular Unit and/or portion (as the case may be).

5. Subject to Clause 6 of this Subsection E, the Owner of each Unit shall before taking up possession of his Unit :-

- (a) pay to the Manager the Advance Payment;
- (b) deposit and maintain with the Manager a non-refundable but transferable sum equivalent to THREE (3) months' payment of the Monthly Management Fees payable in respect of such Unit as a standing deposit by way of security for the due payment of all Monthly Management Fees and other amounts or contributions payable by him under this Deed and such sum shall not be used to set off by the

Owner against Monthly Management Fees or any other amounts or contributions payable by him hereunder;

- (c) deposit and maintain with the Manager a non-refundable and non-transferable sum equivalent to TWO (2) months' payment of the Monthly Management Fees payable in respect of such Unit as his contribution towards the Special Fund;
  - (d) pay to the Manager a non-refundable and non-transferable sum equivalent to ONE (1) month's payment of the Monthly Management Fees payable in respect of such Unit as debris and removal fee provided that this shall not apply to Car Parks ; and
  - (e) pay to the Manager a non-refundable but transferable sum as the Manager may reasonably determine based on the Management Shares attributable to his Unit as contribution towards the common utility deposits for the supply of water, electricity, gas and telephone (if any) to the Common Areas.
6. The Registered Owner shall pay to the Manager the deposit of the Monthly Management Fees, the debris and removal fee and the contribution to the Special Fund under the provisions of Sub-clauses 5(b), (d) and (c) of this Section E if it remains the Owner of those Undivided Shares allocated to any Unit which remain unsold three (3) months after the execution of this Deed or the date on which he is in a position to validly assign those Undivided Shares (i.e. when the consent to assign or certificate of compliance has been issued), whichever is the later. The Registered Owner shall pay the Monthly Management Fees from the date of this Deed and make payments and contributions for those expenses which are of a recurrent nature for those Units and Undivided Shares unsold, provided however that the Registered Owner shall not be obliged to make payments and contributions in respect of Units and Undivided Shares allocated to a separate building or phase, the construction of which has not been completed, except to the extent that the building or phase benefits from provisions in this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining slope and retaining structures or as to security etc. provided by the management of the completed parts) of the Estate.
7. If the Manager determines that the annual Budget for the Management of the Land and the Estate is or will be insufficient by reason of any further maintenance or management costs whether incurred or to be incurred over and above the said annual Budget, the Manager shall prepare a revised Budget in accordance with Clause 2 of this Subsection E showing the additional Monthly Management Fees payable by each Owner which may

be rendered necessary by the adoption of such revised Budget calculated by reference to the Management Shares. The Manager may recoup such deficiency at the end of the Financial Year or on a monthly basis as the Manager shall see fit to do.

8. All outgoings including the Monthly Management Fees, government rent and rates payable up to and inclusive of the date of first assignment of such Unit by the Registered Owner to the Owner shall be paid by the Registered Owner and no Owner shall be required to make any payment or reimburse the Registered Owner for the aforesaid outgoings. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Estate held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.
9. All monies paid as debris and removal fee under Sub-clause 5(d) of this Subsection E and not otherwise used for debris and removal fee shall be credited to the relevant account of the Special Fund.
10. Notwithstanding anything herein contained to the contrary, the Common Parts Undivided Shares and the Common Areas and the Common Facilities shall be exempted from contributing to the Management Expenses as provided in this Deed.
11. Notwithstanding the generality of the foregoing, the Owners of all Units shall pay and make further periodic contributions to the Special Fund as determined by a resolution of the Owners at an Owners' meeting convened under this Deed.
12. Any income or receipt of whatever nature arising or which may arise from or is (in the Manager's opinion) attributable to the Common Areas and the Common Facilities shall, in so far as it arises or will (as estimated by the Manager) arise from or is (in the Manager's opinion) attributable to:
  - (a) the Estate Common Areas and Estate Common Facilities, be notionally credited to all the Units and be taken into account when preparing the section of future Budget(s) dealing with Estate Management Expenses or used for covering Estate Management Expenses or Estimated Estate Management Expenses;
  - (b) the Car Park Common Areas and Car Park Common Facilities, be notionally



credited to all the Car Parks and be taken into account when preparing the section of future Budget(s) dealing with Car Park Management Expenses or used for covering Car Park Management Expenses or Estimated Car Park Management Expenses;

- (c) the Houses Common Areas and Houses Common Facilities, be notionally credited to all the Houses and be taken into account when preparing the section of future Budget(s) dealing with Houses Management Expenses or used for covering Houses Management Expenses or Estimated Houses Management Expenses; and
- (d) the Tower Common Areas and Tower Common Facilities, be notionally credited to all the Residential Units of the Tower and be taken into account when preparing the section of future Budget(s) dealing with Tower Management Expenses or used for covering Tower Management Expenses or Estimated Tower Management Expenses.

#### F. RECOVERY OF MONEYS DUE BY MANAGER

1. If any Owner shall fail to pay any amount payable hereunder within thirty (30) days of the demand thereof, he shall further pay to the Manager :-
  - (a) Interest for all overdue moneys from the due date to the date of actual payment calculated at the rate as determined by the Manager but not exceeding two per cent (2%) per annum above the prime rate specified by the Hongkong and Shanghai Banking Corporation Limited from time to time. Any interest so received shall be credited to the relevant account of the Special Fund held for the particular part of the Estate of which the Unit of the defaulting Owner forms part;
  - (b) A collection/enforcement charge as determined by the Manager but not exceeding ten percent (10%) of the amount due to cover the cost (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by such Owner's default or breach. Any collection/enforcement charge so received under the provision hereof shall be credited to the relevant account of the Special Fund held for the particular part of the Estate of which the Unit of the defaulting Owner forms part; and
  - (c) all legal costs (on a solicitor and own client basis) incurred in or in connection with recovering the amount due.

2. Without prejudice to the general liability of the Owners hereunder, the occupier or occupiers for the time being of a Unit are jointly and severally liable with the Owner of the Unit to pay any amounts which may be or become payable by an Owner under the provisions of this Deed and the provisions of Sections 23 and 24 of the Ordinance or any statutory amendment, modification to or replacement thereof shall apply hereto accordingly as if the rights and powers of an owners' corporation stated in such sections were vested in the Manager in lieu of the owners' corporation.
3. All amounts which may be or become payable by any Owner or any occupier for the time being of any Unit in accordance with the provisions of this Deed and all other expenses incurred in or in connection with recovering or attempting to recover the same and all damages claimed for breach of any of the provision of this Deed shall be recoverable by distraint or civil action at the suit of the Manager. The claim in any such action may also include a claim for the solicitors and own client costs of the Manager in such action and the defaulting Owner or occupier shall, in addition to the amount claimed in such action, be liable for such costs. In any such action, the Manager shall conclusively be deemed to be acting as the agent or agents for and on behalf of all the Owners of the Land and the Estate (other than the defaulting Owner or occupier) as a whole and no Owner or occupier sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or object to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.
4. The Manager shall further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner or occupier of any portion of the Land and the Estate of the covenants, conditions and provisions of this Deed or the House Rules and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 3 of this Subsection F shall apply to all such proceedings and to the recovery of any costs, damages or other monies awarded therein.
5. In the event of any Owner or occupier 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 provisions of this Deed within thirty (30) days of the date on which the same becomes payable, the amount thereof together with interest and the collection charges as aforesaid and all costs and expenses which may be incurred in recovering or attempting to recover the same including legal expenses referred to in Clause 3 of this Subsection F shall stand charged on the Undivided Shares of the

defaulting Owner and the Manager shall be entitled, without prejudice to any other remedy hereunder, to register a Memorial of such charge at the Land Registry against the Undivided Shares of the defaulting Owner. Such charge shall remain valid and enforceable notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied.

6. Any charge so registered under Clause 5 of this Subsection F shall be enforceable as an equitable charge by action at the suit of the Manager for an order for the 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 3 of this Subsection F shall apply equally to any such action.
7. A certificate in writing signed by a director of the Manager stating the amount payable by an Owner to the Manager and when such amount is payable shall be admissible in evidence in any proceedings as prima facie evidence of the facts stated therein save for manifest error.
8. All persons on acquiring any Unit in the Estate shall first ascertain from the Manager that there are no outstanding monthly contributions due in respect of that Unit. If there are outstanding monthly contributions or other sum(s) aforesaid the New Owner (as hereinafter defined) and the outgoing Owner shall become jointly and severally liable to pay the same.
9. For the purpose of recovery of any sums due and payable by the Owner hereunder, the Manager shall have authority to remit, forbear, compromise or settle with any Owner in the amount of monthly contributions payable by or recoverable from the Owner.

#### G. APPLICATION OF MONIES RECEIVED BY THE MANAGER

1. Subject to Section V of this Deed, all insurance moneys, compensation received or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Land and the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Land and the Estate.
2. Where any insurance monies, compensation, damages, costs and expenses are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which claim has been made against the Owner or any of them as provided in Subsection F of this Deed, the same shall, after deduction of any costs or expenses incurred by the

Manager in recovering the same, be credited to the accounts of those Owners against whose claim has been made in the same proportion as such claim.

3. Where any consent is required from the Manager by an Owner of a Unit, such consent shall not be unreasonably withheld and the Manager shall not charge any fee other than a reasonable administrative fee for processing and issuing such consent and such fee for the granting of such consent shall be credited to the relevant account of the Special Fund.
4. All monies paid to the Manager whether by way of interest and collection charges or interest earned on interest bearing bank account maintained by the Manager pursuant to this Deed or other administrative fee which the Manager is entitled to charge for the grant of any consent to an Owner where the same is required shall be credited to the relevant account of the Special Fund.

#### H. OWNERS' INTEREST IN MANAGEMENT FUNDS

1. The Manager shall be deemed to be a trustee for and on behalf of the Owners in respect of the Management Funds irrespective of the changes in ownership of the Undivided Shares.
2. Any person ceasing to be the Owner of any Undivided Shares shall, in respect of the Undivided Shares of which he ceases to be the Owner thereupon, cease to have any interest in the Management Funds including but not limited to the deposits paid under Sub-clauses 5(b) and (c) of Subsection E of Section III of this Deed respectively to the intent that all such funds shall be held and applied for or held as security in connection with the management of the Land and the Estate irrespective of the changes in ownership of the Undivided Shares in the Land and the Estate subject to the provisions of Clause 3 of Subsection H of Section III of this Deed.
3. On transfer of ownership of any Unit, any deposits paid by any Owner and still held by the Manager may be transferred into the name of the new Owner acquiring from such Owner of such Undivided Shares ("the New Owner"). In the event that any deposit or sums paid by such Owner has been partially or entirely applied by the Manager towards payment of outstanding fees or monies owing by such Owner, the New Owner shall be liable to pay for the difference between (i) the amount of the deposit (if any) still held by the Manager and (ii) the amount of deposit due under Sub-clauses 5(b), 5(c) and 5(e) of Subsection E of Section III of this Deed.

4. On the expiration or determination of any term of service of the Manager, the Manager shall transfer the balance of the Management Funds to the new Manager or the Owners' Committee and upon the Land reverting to the Government and no renewal of the Government Grant or further Government Grant being obtainable or upon the rights and obligations hereunder being extinguished as provided in Section V of this Deed, any balance of the Management Funds or in the case of extinguishment of rights and obligations as aforesaid any appropriate part of such fund shall be divided proportionately between the Owners of the Undivided Shares immediately prior to such reversion or in the case of extinguishment of rights and obligations as aforesaid between the Owners whose rights and obligations are extinguished.
  
5. (a) The Manager shall open and maintain an interest-bearing account) and shall use that account(s) exclusively in respect of the management of the Estate and without prejudice to the generality of the foregoing, if there is the Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account for holding money received by him from or on behalf of the Owners' Corporation in respect of the management of the Estate. The Manager shall display a document showing evidence of any account opened and maintained under this Sub-clause 5(a) in a prominent place in the Estate.
  
- (b) Subject to Sub-clauses 5(c) and (d) of this Subsection H, the Manager shall, without delay, pay the Management Funds into the account maintained under Sub-clause 5(a) of this Subsection H or if there is the Owners' Corporation, the account or accounts opened and maintained under Sub-clause 5(a) of this Subsection H.
  
- (c) Subject to Sub-clause 5(d) of this Subsection H, the Manager may, out of the Management Funds, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
  
- (d) The retention of a reasonable amount of money under Sub-clause 5(c) of this Subsection H or the payment of that amount into a current account in accordance with that Sub-clause and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution

of the Owners' Committee (if any).

- (e) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap.155), the title of which refers to the management of the Estate.

## I. MANAGEMENT RECORDS AND ACCOUNTS

1. The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years.
2. 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 and shall display a copy of the summary and balance sheet in a prominent place in the Estate and shall cause it to remain so displayed for at least seven (7) consecutive days.
3. 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 and display a copy of the income and expenditure account and balance sheet in a prominent place in the Estate and shall cause it to remain so displayed for at least seven (7) consecutive days.
4. 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 preceding financial year including details of the Special Fund required by Subsection J of Section III of this Deed 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.
5. The Manager shall :-
  - (a) permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet; and
  - (b) on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him.

6. (a) The Manager shall have power to appoint a firm of Certified Public Accountants to audit at the expense of the Owners any income and expenditure account and balance sheet in respect of the Land and the Estate.  
  
(b) The Manager shall further have power to replace such firm and to appoint another firm in their place at any time with the prior approval of the Owners' Committee or the Owners' Corporation (if formed).  
  
(c) Notwithstanding anything herein provided and prior to the formation of the Owners' Corporation, the Owners at a meeting of Owners convened under this Deed shall have power to require the annual accounts to be audited by an independent auditor of their choice.
7. If there is the Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and
  - (a) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
  - (b) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.
8. The Financial Year may not be changed more than once in every five (5) years, unless that change is previously approved by a resolution of the Owners' Committee (if any).
9. Nothing herein contained shall affect the right of any Owner to claim an indemnity or contribution from any other Owner or person in respect of any payment for any work or thing requiring or having to be done as a result of or in consequence of the act, omission, neglect or default of such other Owner or person or some other person for whom such Owner or person is legally responsible.

J. SPECIAL FUND

1. The Manager shall establish and maintain as trustee for all Owners a Special Fund to provide for Non-Recurrent Expenditure. The Special Fund would be a trust fund managed by the Manager but all sums in such fund would be the property of the Owners.
2. If there is the 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.
3. The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap.155) an interest-bearing account, the title of which shall refer to the Special Fund for the Estate, and shall use that account exclusively for the purpose referred to in Clause 1 of this Subsection J. No part of the Special Fund shall be used for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Estate. Without prejudice to the generality of the foregoing, if there is the Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the Special Fund. The Manager shall display a document showing evidence of any account opened and maintained under Clause 3 of this Subsection J in a prominent place of the Estate.
4. The Manager shall, without delay, pay all contributions received by him in respect of the Special Fund into the account opened and maintained under Clause 3 of this Subsection J or if there is the Owners' Corporation, the account or accounts opened and maintained under Sub-clause 3 of this Subsection J.
5. Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee.
6. Subject to approval by resolution of the Owners' Committee or the Owners' Corporation (if formed), the Manager shall give to the Owners at least one (1) month's notice of the intended use of the Special Fund together with information on the amount and the purpose for which the Special Fund shall be used.
7. The Special Fund shall be notionally divided into the following parts, namely :-



- (i) “Special Fund (Houses)”;
- (ii) “Special Fund (Tower)”;
- (iii) "Special Fund (Car Parks)".

8. Contributions to the Special Fund made under this Subsection J by :-

- (i) the Owners of the Houses shall be notionally credited to Special Fund (Houses);
- (ii) the Owners of the Residential Units of the Tower shall be notionally credited to Special Fund (Tower);and
- (iii) the Owners of the Car Parks shall be notionally credited to Special Fund (Car Parks).

9. Funds notionally credited to each part of the Special Fund shall be applied as follows :-

- (i) Non-Recurrent Expenditure relating to the Estate Common Areas and the Estate Common Facilities or which are for the common benefit of the Owners, occupiers or invitees of different Residential Units or Car Parks or which is not covered by Sub-clauses 10(ii), (iii) and (iv) of this Subsection J, shall only be paid out of different parts of the Special Fund as follows :-

(1) the amount to be paid out of Special Fund (Houses) is :-

$$A \times \frac{B}{C}$$

where :

“A” is the total amount of such Non-Recurrent Expenditure;

“B” is the total number of Management Shares allocated to all Houses;

“C” is the total number of Management Shares;

(2) the amount to be paid out of Special Fund (Tower) is :-

$$G \times \frac{H}{I}$$

where :

“G” is the total amount of such Non-Recurrent Expenditure;

“H” is the total number of Management Shares allocated to all Residential Units of the Tower;

“I” is the total number of Management Shares.

(3) the amount to be paid out of Special Fund (Car Parks) is :-

$$J \times \frac{K}{L}$$

where :

“J” is the total amount of such Non-Recurrent Expenditure;

“K” is the total number of Management Shares allocated to all Car Parks;

“L” is the total number of Management Shares.

- (ii) Non-Recurrent Expenditure relating to the Houses Common Areas and the Houses Common Facilities or which are for the common benefit of Owners, occupiers or invitees of different Houses, shall only be paid out of Special Fund (Houses).
- (iii) Non-Recurrent Expenditure relating to the Tower Common Areas and the Tower Common Facilities or which are for the common benefit of Owners, occupiers or invitees of different Residential Units of the Tower, shall only be paid out of Special Fund (Tower).
- (iv) Non-Recurrent Expenditure which are for the common benefit of Owners, occupiers or invitees of different Car Parks, shall only be paid out of Special Fund (Car Parks).

11. Unless otherwise specifically provided in this Deed, where any provision of this Deed requires any amount to be credited to the Special Fund, the following provisions shall apply :-

(i) where the amount is received in relation to a category of Common Areas and Common Facilities (including any approval or consent given in relation thereto under this Deed or the Ordinance) :-

(1) the amount shall be credited to the part of the Special Fund contributed by the Category of Owners (as defined below) who are responsible under Clause 3 of Subsection E of Section III of this Deed to contribute to the Management Expenses or Estimated Management Expenses relating to that category of Common Areas and Common Facilities; and

(2) if more than one Category of Owners (as defined below) are responsible for contributing to the Management Expenses or Estimated Management Expenses relating to that category of Common Areas and Common Facilities, the following proportion of such amount shall be credited to the part of the Special Fund contributed by each Category of Owners concerned :-

$$\frac{M}{N}$$

where :

“M” is the total number of Management Shares allocated to the Units of that Category of Owners; and

“N” is the total number of Management Shares allocated to all Units of all Categories of Owners concerned; and

for the purpose of this Sub-clause 11(i), a “Category of Owners” means the groups of Owners respectively referred to in Sub-clauses 8(i) to (iii) of Subsection J of Section III of this Deed; and

(ii) in any other case, the following proportion of the amount shall be credited to the part of the Special Fund contributed by each Category of Owners :-

$$\frac{O}{P}$$

where :

“O” is the total number of Management Shares allocated to the Units of that Category of Owners; and

“P” is the total number of all Management Shares.

## SECTION IV

### OWNERS' COMMITTEE AND OWNERS' MEETING

#### A. FORMATION OF OWNERS' COMMITTEE

1. The Owners' Committee shall consist of six (6) members elected by the Owners for the time being entitled to the exclusive use occupation and enjoyment of the Land and/or the Estate or part thereof and the members of the Owners' Committee shall be made up of:
  - (i) three (3) members from the Owners of Houses as representatives of the Houses;
  - (ii) two (2) members from the the Owners of the Residential Units of the Tower as representatives of the Residential Units of the Tower; and
  - (iii) one (1) member from the Owners of the Car Parks as representative of the Car Parks.
2. As soon as practicable but in any event not later than nine (9) months from the date of this Deed, the Manager shall convene the first meeting of all the Owners (and to convene further and subsequent meetings if required) to appoint a chairman and an Owners' Committee or to appoint a Management Committee for the purpose of forming the Owners' Corporation under the Ordinance.
3. Until the incorporation of the Owners' Corporation, a meeting of the Owners shall be convened within a reasonable period of time after the expiry of a period of

twenty- four (24) months from: -

- (i) the conclusion of the first meeting of the Owners convened under Clause 2 of this Subsection A; or
- (ii) the last meeting of the Owners convened under this Clause 3 of Subsection A; for the purpose of electing members of the Owners' Committee to be elected under Clause 1 of this Subsection A.

## B. MEMBERSHIP OF OWNERS' COMMITTEE

1. Any Owner (including any one or two or more co-Owners) for the time being of the Undivided Shares of the Land and the Estate shall be eligible for election to the Owners' Committee 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 at any time on notice in writing given to the Owners' Committee.
2. A member of the Owners' Committee shall hold office until the Annual General Meeting of Owners next following his appointment or election provided that :-
  - (a) a member shall nevertheless cease to hold office if he resigns by notice in writing to the Owners' Committee, or ceases to be eligible, or becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty, or he becomes incapacitated by physical or mental illness or becomes prohibited by law or court order from being a director of any company or a member of the Owner's Committee or ceases to be an Owner or a representative of the Unit or the representative of the Manager or the Registered Owner by whom he was appointed or he resides abroad;
  - (b) if at any Annual General Meeting at which an election of Committee members take place, the office of the retiring member or any of them is not filled, the Committee members shall continue to be in office until the next Annual General Meeting; and
  - (c) retiring Committee members shall be eligible for re-election.
- 3(a). Any of the following shall be eligible for election as a member of the Owners' Committee if he is resident in Hong Kong :-

- (i) the Owner of a Relevant Unit if he is an individual;
  - (ii) where a Relevant Unit is co-owned by more than one individual Owner, any one but not the other(s) of them; or
  - (iii) where the Owner of a Relevant Unit is a body corporate, any representative appointed by such Owner.
- (b) The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice served on the Owners' Committee.
- (c) If an Owner owns more than one Relevant Unit he shall be entitled to propose more than one candidate (but limited to one candidate for each Relevant Unit) to be eligible for election as Owners' Committee members.
- (d) Elected members of the Owners' Committee are eligible for re-election.
- (e) For the purpose of Sub-clause 3 of this Subsection B, "Relevant Unit" means:
- (i) in relation to the election of any member of the Owners' Committee under Sub-clause 1(i) of Subsection A of this Section IV, a House;
  - (ii) in relation to the election of any member of the Owners' Committee under Sub-clause 1(ii) of Subsection A of this Section IV, a Residential Unit of the Tower; and
  - (iii) in relation to the election of any member of the Owners' Committee under Sub-clause 1(iii) of Subsection A of this Section IV, a Car Park.
- 4(a) An extraordinary meeting of the Owners of the Relevant Units may be convened for :-
- (i) removing from office any member of the Owners' Committee elected by such Owners under Clause 1 of Subsection A of this Section IV;
  - (ii) electing a new member of the Owners' Committee to replace any member of the Owners' Committee elected by such Owners under Clause 1 of Subsection A of this

Section IV who has:

- (1) ceased to be such a member under Clause 2 of this Subsection B; or
  - (2) been removed as provided in Sub-clause 4(a)(i) of this Subsection B.
- (b) The following shall apply to a meeting referred to in Sub-clause 4(a) of this Subsection B :-
- (i) the meeting may be convened by the Manager or Owner(s) of not less than five percent (5%) of the Undivided Shares allocated to the Relevant Units.
  - (ii) No business shall be transacted at such a meeting unless a quorum is present when the meeting proceeds to business. The quorum at such a meeting shall be ten percent (10%) of the Owners of the Relevant Units. For the purpose of Sub-clause 4(b)(ii) of this Subsection B, the reference to "10% of the Owners of the Relevant Units" shall be construed as a reference to 10% of the number of persons who are Owners of the Relevant Units without regard to their ownership of any particular percentage of the total number of Undivided Shares allocated to the Relevant Units and not be construed as the Owners of 10% of the Undivided Shares allocated to all Relevant Units. If a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place. Notwithstanding the above, if all Relevant Units are owned by one Owner, such Owner (present in person or by proxy) shall constitute the quorum.
  - (iii) The Owner elected as chairman at such a meeting shall be the chairman of the meeting.
  - (iv) Resolutions in the meeting shall be passed by a simple majority of votes of the Owners of the Relevant Units present in person or by proxy and voting Provided That if all Relevant Units are owned by one Owner, the vote(s) of that Owner shall be sufficient to pass the resolution concerned. In the case of equality of votes, the chairman shall have a second or casting vote.
  - (v) Subject to Sub-clause 4(b) of this Subsection B, the provisions of Subsection D of Section IV shall apply, mutatis mutandis, to such a meeting.

- (c) For the purpose of Clause 4 of this Subsection B, "Relevant Units" means:
- (i) in relation to the removal or replacement of any member of the Owners' Committee elected under Sub-clause 1(i) of Subsection A of Section IV, the House;
  - (ii) in relation to the removal or replacement of any member of the Owners' Committee elected under Sub-clause 1(ii) of Subsection A of Section IV, the Residential Units of the Tower; and
  - (iii) in relation to the removal or replacement of any member of the Owners' Committee elected under Sub-clause 1(iii) of Subsection A of Section IV, the Car Parks.
5. (a) The officers of the Owners' Committee shall be the Chairman, the Secretary, the Treasurer and such other officers (if any) as the Owners' Committee may from time to time elect.
- (b) The officers of the Owners' Committee shall be elected by the members of the Owners' Committee themselves, such election to be held at or as soon as reasonably practicable after the Annual General Meeting at which the Owners' Committee is elected.
- (c) All casual vacancies of the officers shall be filled by election or appointment by the members of the Owners' Committee as it may from time to time determine.

#### C. FUNCTION OF OWNERS' COMMITTEE

1. During such times as the Manager is acting as manager of the Land and the Estate, the function of the Owners' Committee shall be there to represent the Owners in all dealings with the Manager to :-
- (1) advise the Manager in its preparation of the Budget and any revised Budget as herein provided;
  - (2) exercise all other powers and duties conferred on the Owners' Committee by virtue of this Deed;



- (3) approve and review the House Rules made from time to time by the Manager; and
- (4) undertake such other duties as the Manager may, with the approval of the Owners' Committee, delegate to them.

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

2. In the event a new Manager has not been appointed upon resignation or termination of service of a Manager, the Owners' Committee shall be responsible for and shall have full power to undertake the management of the Land and the Estate and to exercise all the powers conferred on the Manager by this Deed.
  3. The Owners' Committee shall have full power to make rules and by-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or by-law shall be contrary to or inconsistent with the provisions of this Deed.
- 4(a) The Owners' Committee shall keep records and minutes of:
- (i) the appointment of members, the secretary and the chairman of the Owners' Committee and all changes thereof; and
  - (ii) all resolutions and proceedings of the Owners' Committee.
- (b) Such records and minutes shall be kept where the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given. Any such person shall also be entitled to extracts or copies thereof on paying reasonable charges therefor which shall be credited to the relevant account of the Special Fund.
- 5(a). Subject to Sub-clauses (b) and (c) of this Clause 5 of Subsection C of Section IV and the provisions in Schedule 7 to the Ordinance, the Manager and the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by

notice in the Gazette unless:

- (i) the supplies, goods or services are procured by invitation to tender; and
  - (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance.
- (b) Subject to Sub-clause (c) of this Clause 5 of Subsection C of Section IV and the provisions in Schedule 7 to the Ordinance, the Manager and the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to twenty percent (20%) of the annual Budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless:
- (i) If there is Owners' Corporation :
    - (1) the supplies, goods or services are procured by invitation to tender;
    - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
    - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer;  
or
  - (ii) if there is no Owners' Corporation :
    - (1) the supplies, goods or services are procured by invitation to tender;
    - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
    - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed and the contract is entered into with the successful tenderer.

- (c) Sub-clauses (a) and (b) of this Clause 5 of Subsection C of Section IV do not apply to any supplies, goods or services which but for this sub-clause would be required to be procured by invitation to tender (referred to in this sub-clause as “relevant supplies, goods or services) :
- (i) where there is an Owners’ Corporation, if:
    - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners’ Corporation by a supplier; and
    - (2) the Owners’ Corporation decides by a resolution of the Owners passed at a general meeting of the Owners’ Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
  - (ii) where there is no Owners’ Corporation, if:
    - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
    - (2) the Owners decides 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.

Notwithstanding anything herein contained, the Manager shall not (except with the prior approval by a resolution of Owners at an Owners’ meeting convened under this Deed) be entitled to effect any improvements to the facilities or services in or on the Land and/or the Estate which involves expenditure in excess of ten percent (10%) of the current annual Budget.

#### D. MEETINGS OF OWNERS' COMMITTEE

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

any two (2) members of the Owners' Committee.

2. Notice of a meeting of the Owners' Committee shall be served by the person or persons convening the meeting upon each member of the Owners' Committee at least seven (7) days before the date of the meeting, and that notice shall specify the place, date and time of such meeting and the resolutions (if any) that are to be proposed.
3. Service of a notice required to be served under Clause 2 of this Subsection D may be effected by any one of the modes specified in Clause 1 of Section VII of this Deed.
4. The quorum at a meeting of the Owners' Committee shall be fifty percent (50%) of the members of the Owners' Committee (rounded up to the nearest whole number) or three (3) such members, whichever is the greater.
5. A meeting of the Owners' Committee shall be presided over by :-
  - (a) the Chairman; or
  - (b) in the absence of the Chairman, a member of the Owners' Committee appointed as chairman for that meeting.
6. At a meeting of the Owners' Committee, each member present shall have one (1) vote on a question before the committee and if there is an equality of votes, the Chairman shall have, in addition to a deliberative vote, a casting vote.
7. The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.
8. Notwithstanding anything in this Deed: -
  - (i) a resolution which only concerns:-
    - (1) the Tower Common Areas and Tower Common Facilities but not any other type of Common Areas and Common Facilities; or
    - (2) the Owners or occupiers of the Residential Units of the Tower, but not the Owner(s) or occupier(s) of any other type of Unit(s),

may only be passed by member(s) of the Owners' Committee who is/are elected by the Owners of the Residential Units of the Tower and present in the meeting, by a simple majority by show of hands, and no other members of the Owners' Committee shall have any voting right in respect of such a resolution;

(ii) a resolution which only concerns:

(1) the Houses Common Areas and Houses Common Facilities but not any other type of Common Areas and Common Facilities; or

(2) the Owners or occupiers of the Houses, but not the Owner(s) or occupier(s) of any other type of Unit(s),

may only be passed by member(s) of the Owners' Committee who is/are elected by the Owners of the Houses and present in the meeting, by a simple majority by show of hands, and no other members of the Owners' Committee shall have any voting right in respect of such a resolution;

(iii) a resolution which only concerns:

(1) the Car Park Common Areas and Car Park Common Facilities but not any other type of Common Areas and Common Facilities; or

(2) the Owners or occupiers of the Car Parks, but not the Owner(s) or occupier(s) of any other type of Unit(s),

may only be passed by member(s) of the Owners' Committee who is/are elected by the Owners of the Car Parks and present in the meeting, by a simple majority by show of hands, and no other members of the Owners' Committee shall have any voting right in respect of such a resolution;

Provided That:

(i) the chairman of the Owners' Committee shall have no second or casting vote in respect of any resolution covered by this Clause 8 of Subsection D; and

(ii) where only one member of the Owners' Committee present in a meeting of the Owners' Committee is entitled to vote in respect of a resolution covered by this

Clause 8 of Subsection D, the vote of that member of the Owners' Committee shall be sufficient to pass the resolution concerned.

#### E. MEETINGS OF THE OWNERS

1. From time to time as occasion may require, there shall be meetings of the Owners for the time being of the Undivided Shares in the Land and the Estate to discuss and decide matters concerning the same and in regard to such meetings, the following provisions shall apply :-
  - (a) One such meeting to be known as the Annual General Meeting shall be held, in so far as is practicable, once in each Financial Year for the purpose of electing or removing members of the Owners' Committee and transacting any business of which due notice is given in the notice convening the meeting.
  - (b) A meeting other than the Annual General Meeting may be convened by:
    - (i) the Owners' Committee;
    - (ii) the Manager; or
    - (iii) an Owner appointed to convene such a meeting by the Owners of not less than five percent (5%) of the total number of Undivided Shares in aggregate.
  - (c) 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 and the 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.
  - (d) The notice of meeting referred to in Sub-clause (c) of this Subsection E may be given:
    - (i) by delivering it personally to the Owner;
    - (ii) by sending it by post to the Owner at his last known address; or
    - (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
  - (e) No business shall be transacted at any Owners' meeting unless a quorum is present when the meeting proceeds to business. The quorum at such an Owners' meeting shall be ten percent (10%) of the Owners. For the purpose of this Sub-clause (e),

the reference to ten percent (10%) of the Owners shall :-

- (i) be construed as a reference to ten percent (10%) of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares; and
  - (ii) not be construed as the Owners of ten percent (10%) of the Undivided Shares in aggregate.
- (f) An Owners' meeting shall be presided over by the chairman of the Owners' Committee or if the meeting is convened by the Manager or the Owner appointed to convene such meeting by the Owners of not less than five percent (5%) of the Undivided Shares in aggregate, the person convening the meeting.
- (g) The Chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (h) At a meeting of the Owners:
- (i) an Owner shall have one (1) vote in respect of each Undivided Share he owns;
  - (ii) an Owner may cast a vote personally or by proxy;
  - (iii) where two (2) or more persons are the co-owners of an Undivided Share, the vote in respect of the Undivided Share may be cast:
    - (A) by a proxy jointly appointed by the co-owners;
    - (B) by a person appointed by the co-owners from amongst themselves; or
    - (C) if no appointment is made under Sub-Sub-Clause (A) or (B) of this Sub-Clause 1(h), either by one of the co-owners personally or by a proxy appointed by one of the co-owners;
  - (iv) where two (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
  - (iv) if there is an equality of votes, the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule

1A of the Ordinance; and

- (i) shall be signed by the Owner; or
  - (ii) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (j) The instrument appointing a proxy shall be lodged with the Chairman of the Owners' Committee or, if the meeting is convened by the Manager or the Owner appointed to convene such meeting by the Owners of not less than five percent (5%) of the Undivided Shares in aggregate, the person convening the meeting at least forty-eight (48) hours before the time for the holding of the meeting.
- (k) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- (l) Any resolution on any matter concerning the Land and the Estate passed at a validly convened meeting by a simple majority of the Owners present in person or by proxy and voting shall be binding on all Owners Provided that :-
- (i) the notice convening the meeting shall have specified the intention to raise and/or propose a resolution or resolutions concerning the matter in respect of which the resolution is passed and any resolution purporting to be passed at such meeting concerning any other matter not specified in the notice shall not be valid;
  - (ii) no resolution shall be valid if it is contrary to the provisions of this Deed; and
  - (iii) a resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers of the Manager.
- (m) The procedure of such Owners' meeting shall be as is determined by the Owners present at the meeting provided such procedure shall not be in contravention of this Deed.



(n) For the avoidance of doubt, the Common Parts Undivided Shares shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay the monthly contribution under this Deed nor shall such Common Parts Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Ordinance or otherwise.

(o) Any resolution to terminate the Manager's appointment shall be by a resolution by the Owners of not less than fifty per cent (50%) of all the Undivided Shares in aggregate (excluding the Common Parts Undivided Shares).

(p) Notwithstanding anything in this Deed:

(i) a resolution which only concerns:

(1) the Houses Common Areas and Houses Common Facilities but not any other type of Common Areas and Common Facilities; or

(2) the Owners or occupiers of the Houses, but not the Owner(s) or occupier(s) of any other type of Unit(s),

may only be passed by a simple majority of the votes of the Owners of the Houses present in person or by proxy and voting and no other Owners shall have any voting right in respect of such a resolution. For the avoidance of doubt, any resolution relating to the election of any member of the Owners' Committee by the Owners of the Houses under Clause 1 of Subsection A of Section IV shall be a resolution covered by this Clause;

(ii) a resolution which only concerns:

(1) the Tower Common Areas and Tower Common Facilities but not any other type of Common Areas and Common Facilities; or

(2) the Owners or occupiers of the Residential Units of the Tower, but not the Owner(s) or occupier(s) of any other type of Unit(s),

may only be passed by a simple majority of the votes of the Owners of the

Residential Units of the Tower present in person or by proxy and voting and no other Owners shall have any voting right in respect of such a resolution. For the avoidance of doubt, any resolution relating to the election of any member of the Owners' Committee by the Owners of the Residential Units of the Tower under Clause 1 of Subsection A of Section IV shall be a resolution covered by this Clause;

(iii) a resolution which only concerns:

- (1) the Car Park Common Areas and Car Park Common Facilities but not any other type of Common Areas and Common Facilities; or
- (2) the Owners or occupiers of the Car Parks, but not the Owner(s) or occupier(s) of any other type of Unit(s),

may only be passed by a simple majority of the votes of the Owners of the Car Parks present in person or by proxy and voting and no other Owners shall have any voting right in respect of such a resolution. For the avoidance of doubt, any resolution relating to the election of any member of the Owners' Committee by the Owners of the Car Parks under Clause 1 of Subsection A of Section IV shall be a resolution covered by this Clause;

(iv) a resolution relating to the election of the member of the Owners' Committee by the Owners of the Car Parks under Sub-clause 1(ii) of Subsection A of Section IV shall be a resolution which may only be passed by a simple majority of the votes of the Owners of the Car Parks present in person or by proxy and voting and no other Owner shall have any voting right in respect of such a resolution;

(v) if only one Owner is entitled to vote in respect of a resolution covered by Sub-Clauses 1(n)(i) to (iv) of this Subsection E, the vote(s) of that Owner shall be sufficient to pass the resolution concerned.

2. A resolution in writing signed by the Owners who in the aggregate have vested in them for the time being more than fifty per cent (50%) of all the Undivided Shares (excluding the Common Parts Undivided Shares) shall be as valid and effectual as if it has been passed at a duly convened meeting of the Owners.

3. The accidental omission to give notice to any Owner shall not invalidate the proceedings or any resolutions passed at the meeting.
4. (a) In the event the Owners shall at any time incorporate themselves into the Owners' Corporation under the Ordinance, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owner's Corporation and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.
  - (b) The Second Schedule to the Ordinance shall have effect with respect to the composition and procedure of the management committee of the Owners' Corporation.
  - (c) The Third Schedule to the Ordinance shall have effect with respect to the meetings and procedure of the Owners' Corporation.
  - (d) The provisions herein contained shall be null and void to the extent that they prejudice the operation of the Ordinance.

F. RESOLUTIONS OF OWNERS AND OWNERS' COMMITTEE

1. In this Deed, unless the contrary intention is expressed, a reference to a resolution of the Owners' Committee is a reference to a resolution passed by a majority of the votes of the members of the Owners' Committee present at a meeting convened and conducted in accordance with this Deed.
2. In this Deed, unless the contrary intention is expressed, a reference to a resolution of the Owners is :-
  - (a) if there is the Owners' Corporation, a reference to a resolution passed at a meeting of the Owners' Corporation convened and conducted in accordance with the Third Schedule to the Ordinance; or
  - (b) If there is no Owners' Corporation, a reference to a resolution passed by a majority of the votes of the Owners voting either personally or by proxy at a meeting convened and conducted in accordance with this Deed.

**SECTION V**

## EXTINGUISHMENT OF RIGHTS UNDER THIS DEED

1. In the event of the Estate or any part thereof being so destroyed or damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for habitation and/or use, (the Estate or the part thereof so damaged being referred to in this Clause as "Relevant Portion"), a meeting of the Owners of the Relevant Portion shall be held at which the Owners of not less than seventy five per cent (75%) of all the Undivided Shares of and in the Relevant Portion (excluding the Common Parts Undivided Shares) are present or by proxy and such meeting may resolve by seventy five per cent (75%) majority of such Owners present and voting either :-
  - (a) to rebuild, reconstruct, refurbish or to reinstate the Relevant Portion, or
  - (b) that by reason of insufficiency of insurance monies, changes in building law and regulations or for any other circumstances whatsoever, it is not practicable to reinstate the Relevant Portion and in such event the Undivided Shares in respect of the Relevant Portion shall be acquired by the Manager and the Owners of such Undivided Shares in respect of the Relevant Portion shall be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust forthwith :-
    - (i) to dispose of the same by public auction or private tender; and
    - (ii) to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in respect of the Relevant Portion by reference to their respective Undivided Shares in respect of the Relevant Portion previously held.
2. Provided always that if it is resolved to reinstate the Relevant Portion, each of such former Owners of the Relevant Portion shall pay his share of the excess of the costs of reinstatement of the Relevant Portion over and above the proceeds recoverable from the insurance of the Relevant Portion in proportion to the respective Undivided Shares of and in the Relevant Portion held by him and that until such payment, the same will become a charge upon his interest in the Relevant Portion and be recoverable as a civil debt. For the avoidance of doubt, the Owner of any Common Parts Undivided Shares in the Relevant Portion pertaining to the Common Areas shall not be required to contribute to such payment and the amount attributable to such Common Parts Undivided Shares shall be borne and paid for by the other Owners of the Relevant Portion in proportion to

their respective Undivided Shares in the Relevant Portion.

3. All insurance monies received in respect of any policy of insurance of the Relevant Portion shall likewise be distributed amongst such Owners. In such event, all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to the former Owners of the Relevant Portion.

## SECTION VI

### A. Special Provisions Applicable to Specific Parts of the Estate

#### 1. Residential Unit

All Residential Units shall be used for domestic purposes only and in particular shall not be used as an inn, boarding house or any form of occupancy in bed spaces or cubicles.

#### 2. Common Areas and Common Facilities

The Manager shall have full and exclusive power to control, operate and make rules regarding the use and management of the Common Areas and the Common Facilities that were intended for common use subject to the Government Grant and this Deed and in the exercise of its powers hereunder, the Manager shall have power to remove and impound articles left in the public areas and to demolish illegal and/or unauthorized extensions provided that the exercise of this right shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which he is entitled or impede or restrict the access to and from such part of the Unit owned by him.

#### 3. Common Facilities

All the Common Facilities shall be under the exclusive control of the Manager and no Owner shall have the right to enter into, alter, repair, connect to or in any other way interfere with or affect the working of the same without the prior written consent of the Manager.

#### 4. Houses

Each Owner of a House shall maintain the exterior parts of his House in uniform

appearance with other Houses and good repair and condition.

No Owner shall subdivide or partition any House or sell, assign, mortgage, charge, lease or otherwise dispose of any part or portion of any House separately from the whole to the intent that each House shall be owned and occupied as a single residence.

No House shall be designed or occupied as flats except with the prior written consent of the Director of Lands and the Manager.

The Owners of the Houses which have a common wall adjoining their respective Houses or a common wall separating their Houses or a wall dividing the land upon which the Houses are constructed shall each have the right to the use of the interior surface of the wall on his side. Neither Owner shall use any portion of the wall so as to interfere with the use and enjoyment of the other Owner. Neither Owner shall erect any fence or any structure (including but not limited to spikes or wires) on top of the wall without the written consent of the other Owner. Neither Owner shall put structures of any kind (including but not limited to fish ponds) so near to the wall as to cause leakage of water to the other side of the wall or likely to cause the wall to collapse. If the wall or any portion thereof, except the interior surface of the one side, is damaged or injured from any cause, other than the act of negligence of either party, it shall be repaired or rebuilt at their joint cost and expense.

## **SECTION VII**

### **MISCELLANEOUS**

1. All notices or demand notices required to be served hereunder shall be sufficiently served if a copy is personally served on the Owner to be served or delivered to the Unit owned by the person to be served or is left in the letter box of such Unit notwithstanding that such person shall not be personally occupying such Unit or if a copy is sent by pre-paid post to the last known address in Hong Kong of the person to be served.
2. A notice may be served by the Manager upon any Owner by leaving it in the letter box of such Owner in the Estate.
3. A notice so left in the letter box shall be deemed to be properly served at the expiration of twenty-four (24) hours after it is so left and a declaration by an officer of the Manager that any such notice was left in the letter box on a certain date shall be conclusive

evidence of the fact.

4. Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying or using his Unit shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such Unit owned by the Owner is deemed to be his address for service.
5. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to every Unit and to the Undivided Shares held therewith.
6. 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 Shares and the Unit held therewith save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.
7. The Registered Owner shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation at the Manager's office within one month after the date of this Deed. Copies of this Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the management office of the Estate. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction of this Deed as approved by the Director of Lands and its Chinese translation, the English text of this Deed shall prevail.
8. Where any consent is required from the Manager by an Owner of a Unit within the Estate, the Manager shall be entitled to charge the Owner a reasonable fee for processing such consent. Any such fee received by the Manager shall be credited to the relevant account of the Special Fund.
9. The Registered Owner shall cause a set of the plans annexed hereto showing the Common Areas and the Common Facilities as certified by or on behalf of the Authorised Person to be kept at the Manager's office available for inspection by the Owners during normal office hours free of costs and charge. The Manager shall hold the Common Parts

Undivided Shares as trustee for and on behalf of all the Owners.

10. The Registered owner has prepared at its own costs and expenses a schedule of all the Works and Installations in the Estate which require regular maintenance on a recurrent basis. The schedule of the Works and Installations is set out in the Sixth Schedule subject to revisions as provided for in Sub-clauses 14 and 15 of this Section VII of this Deed.
  
11. The Registered Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations setting out inter alia 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.
  
12. The Registered Owner shall deposit a full copy of the maintenance manual for the Works and Installations and Schedules 7 and 8 to the Ordinance (English and Chinese versions) at the Manager's office within one (1) month after the execution of this Deed for inspection by all Owners free of charge and taking copies at the relevant Owner's own expense and on payment of a reasonable charge which amount received shall be credited to the Special Fund.



13. The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Estate and such parts of the Estate the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.
14. The schedule and the maintenance manual for the Works and Installations may be revised in future to take into account any necessary changes, including but not limited to addition of Works and Installations in the Estate and the updating of maintenance strategies in step with changing requirements.
15. The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule and the maintenance manual for the Works and Installations from time to time as they shall deem fit, in which event, the Manager shall procure from a qualified professional or consultant the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
16. All costs of and incidental to the preparation of the revised schedule and revised maintenance manual for the Works and Installations as may be required to be updated from time to time shall be paid out of the Special Fund.
17. The Manager shall deposit the revised maintenance manual for the Works and Installations in the Manager's office within one month after the date of its preparation for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to relevant account of the Special Fund.
18. The terms in the Seventh and Eighth Schedule to the Ordinance are deemed to have been incorporated herein as if they were repeated at length and if there shall be any inconsistency between any of the terms and provisions herein and those contained in the Ordinance the former shall prevail unless stipulated to the contrary by the Ordinance.
19. Nothing in this Deed shall contradict, conflict with, overrule or fail to comply with the provisions of the Ordinance and the Schedules thereto or conflict with or be in breach of the conditions of the Government Grant and to the extent that any provisions contained herein shall be inconsistent with either the Ordinance or the Government Grant, the Ordinance and the Schedules thereto or the Government Grant (as the case may be) shall prevail.

*[20. Notwithstanding anything herein contained until such time as the Mortgagee enters into possession of the Units mortgaged or charged to the Mortgagee under the Mortgage, the covenants and obligations in this Deed contained and the liability for making any payment under this Deed and other burden and restrictions herein imposed shall not be binding upon the Mortgagee and no liability for any payment under this Deed shall be binding on the Mortgagee in respect of any sums accrued prior to the Mortgagee entering into possession.]*

*[21. The Mortgagee by joining as a party to this Deed hereby gives its consent to the Registered Owner to enter unto this Deed upon such terms and conditions as aforesaid.]*

**IN WITNESS** whereof the Registered Owner, the First Purchaser, the Manager and the Mortgagee have executed this Deed the day and year first above written.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**ALLOCATION OF UNDIVIDED SHARES**

<b>Residential Units</b>	<b>No. of Undivided Shares</b>
(a) Houses	2,240
(b) Tower	1,400
<b>Car Parks</b>	30
<b>Common Areas and Common Facilities</b>	4
<b>Total Undivided Shares :</b>	<hr style="width: 100%; border: 0.5px solid black;"/> <b>3,674</b> <hr style="width: 100%; border: 0.5px solid black;"/>

**Allocation of Undivided Shares to each Residential Unit**

(a) Houses

<u>House</u>	<u>No. of Undivided Shares allocated to the House</u>
House 1 (with 2 carparks, garden, and roof)	298
House 2 (with 2 carparks, garden, and roof)	292
House 3 (with 2 carparks, garden, and roof)	298
House 5 (with 2 carparks, garden, and roof)	274
House 6 (with 2 carparks, garden and roof)	268
House 7 (with 2 carparks, garden, and roof)	268
House 8 (with 2 carparks, garden, and roof)	268
House 9 (with 2 carparks, garden, and roof)	274

Note:

There is no designation of House 4

(b) Residential Units of the Tower

Floor	Unit	No. of Undivided Shares	Sub-Total
First Floor	A (with flat roof)	46	46
First Floor	B (with balcony and utility platform)	36	36
First Floor	C (with balcony and utility platform)	37	37
First Floor	D (with balcony)	26	26
First Floor	E (with balcony)	26	26
First Floor	F (with balcony)	26	26
First Floor	G (with balcony)	26	26
First Floor	H (with balcony and utility platform)	36	36
First Floor	I (with balcony and utility platform)	48	48
Second Floor	A (with balcony and utility platform)	49	49
Second Floor	B (with balcony and utility platform)	36	36
Second Floor	C (with balcony and utility		

	platform)	37	37
Second Floor	D (with balcony)	26	26
Second Floor	E (with balcony)	26	26
Second Floor	F (with balcony)	26	26
Second Floor	G (with balcony)	26	26
Second Floor	H (with balcony and utility platform)	37	37
Second Floor	I (with balcony and utility platform)	36	36
Second Floor	J (with flat roof)	46	46
Third Floor	A (with balcony and utility platform)	49	49
Third Floor	B (with balcony and utility platform)	36	36
Third Floor	C (with balcony and utility platform)	37	37

Third Floor	D (with balcony)	26	26
Third Floor	E (with balcony)	26	26
Third Floor	F (with balcony)	26	26
Third Floor	G (with balcony)	26	26
Third Floor	H (with balcony and utility platform)	37	37
Third Floor	I (with balcony and utility platform)	36	36
Third Floor	J (with balcony and utility platform)	49	49
Fifth Floor	A (with balcony, utility platform and flat roof immediately thereabove)	60	60
Fifth Floor	B (with balcony, utility platform and flat roof immediately thereabove)	44	44
Fifth Floor	C (with balcony, utility platform and flat roof immediately thereabove)	44	44

Fifth Floor	D (with balcony)	26	26
Fifth Floor	E (with balcony)	26	26
Fifth Floor	F (with balcony)	26	26
Fifth Floor	G (with balcony)	26	26
Fifth Floor	H (with balcony, utility platform and flat roof immediately thereabove)	44	44
Fifth Floor	I (with balcony, utility platform and flat roof immediately thereabove)	44	44
Fifth Floor	J (with balcony, utility platform and flat roof immediately thereabove)	60	60

Note:

There is no designation of Fourth Floor



**Allocation of Undivided Shares to Car Parks**

<u>Car Parking Spaces</u>	<u>Sub-Total</u>
Car Parking Spaces Nos.T1, T2, T3, T4 and T5 (5 in total) (5 Undivided Shares each)	25
 <u>Motor Cycle Parking Spaces</u>	
Motor Cycle Parking Space No.M1 (5 Undivided Shares each)	5

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**ALLOCATION OF MANAGEMENT SHARES**

<b>Residential Units</b>	<b>No. of Management Shares</b>
(a) Houses	2,240
(b) Tower	1,400
<b>Car Parks</b>	30
<b>Common Areas and Common Facilities</b>	0
	<hr/>
	3,670
	<hr/> <hr/>

**Allocation of Management Shares to each Residential Unit**

(c) Houses

<u>House</u>	<u>No. of Management Shares allocated to the House</u>
House 1 (with 2 carparks, garden, and roof)	298
House 2 (with 2 carparks, garden, and roof)	292
House 3 (with 2 carparks, garden, and roof)	298
House 5 (with 2 carparks, garden, and roof)	274
House 6 (with 2 carparks, garden and roof)	268
House 7 (with 2 carparks, garden, and roof)	268
House 8 (with 2 carparks, garden, and roof)	268
House 9 (with 2 carparks, garden, and roof)	274

Note:

There is no designation of House 4

(d) Residential Units of the Tower

Floor	Unit	No. of Management Shares	Sub-Total
First Floor	A (with flat roof)	46	46
First Floor	B (with balcony and utility platform)	36	36
First Floor	C (with balcony and utility platform)	37	37
First Floor	D (with balcony)	26	26
First Floor	E (with balcony)	26	26
First Floor	F (with balcony)	26	26
First Floor	G (with balcony)	26	26
First Floor	H (with balcony and utility platform)	36	36
First Floor	I (with balcony and utility platform)	48	48
Second Floor	A (with balcony and utility platform)	49	49
Second Floor	B (with balcony and utility platform)	36	36
Second Floor	C (with balcony and utility platform)	37	37

Second Floor	D (with balcony)	26	26
Second Floor	E (with balcony)	26	26
Second Floor	F (with balcony)	26	26
Second Floor	G (with balcony)	26	26
Second Floor	H (with balcony and utility platform)	37	37
Second Floor	I (with balcony and utility platform)	36	36
Second Floor	J (with flat roof)	46	46
Third Floor	A (with balcony and utility platform)	49	49
Third Floor	B (with balcony and utility platform)	36	36
Third Floor	C (with balcony and utility platform)	37	37
Third			

Floor	D (with balcony)	26	26
Third Floor	E (with balcony)	26	26
Third Floor	F (with balcony)	26	26
Third Floor	G (with balcony)	26	26
Third Floor	H (with balcony and utility platform)	37	37
Third Floor	I (with balcony and utility platform)	36	36
Third Floor	J (with balcony and utility platform)	49	49
Fifth Floor	A (with balcony, utility platform and flat roof immediately thereabove)	60	60
Fifth Floor	B (with balcony, utility platform and flat roof immediately thereabove)	44	44
Fifth Floor	C (with balcony, utility platform and flat roof immediately thereabove)	44	44

Fifth Floor	D (with balcony)	26	26
Fifth Floor	E (with balcony)	26	26
Fifth Floor	F (with balcony)	26	26
Fifth Floor	G (with balcony)	26	26
Fifth Floor	H (with balcony, utility platform and flat roof immediately thereabove)	44	44
Fifth Floor	I (with balcony, utility platform and flat roof immediately thereabove)	44	44
Fifth Floor	J (with balcony, utility platform and flat roof immediately thereabove)	60	60

Note:

There is no designation of Fourth Floor

**Allocation of Management Shares to Car Parks**

<u>Car Parking Spaces</u>	<u>Sub-Total</u>
Car Parking Spaces Nos.T1, T2, T3, T4 and T5 (5 in total) (5 Undivided Shares each)	25
 <u>Motor Cycle Parking Spaces</u>	
Motor Cycle Parking Space No.M1 (5 Undivided Shares each)	5



### **THE THIRD SCHEDULE ABOVE REFERRED TO**

A. Easements, rights and privileges the benefit of which is held with each equal Undivided Share and the Unit held therewith

The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Estate shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Government Grant, this Deed, the House Rules and then rights of the Manager as provided in this Deed:-

1. Full right and liberty (but SUBJECT ALWAYS TO the rights of the Manager and the Registered Owner herein provided) for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all other persons having the like right):
  - (i) of a Unit to go, pass and repass over and along the Estate Common Areas and to use the Estate Common Facilities for all purposes connected with the proper use and enjoyment of his Unit SUBJECT as aforesaid;
  - (ii) of a House to go, pass and repass over and along the Houses Common Areas and to use the Houses Common Facilities for all purposes connected with the proper use and enjoyment of his House SUBJECT as aforesaid;
  - (iii) of a Residential Unit of the Tower to go, pass and repass over and along the Tower Common Areas and to use the Tower Common Facilities for all purposes connected with the proper use and enjoyment of his Residential Unit of the Tower SUBJECT as aforesaid;
  - (iv) of a Car Park to go, pass and repass over and along the Car Park Common Areas and to use the Car Park Common Facilities for all purposes connected with the proper use and enjoyment of his Car Park SUBJECT as aforesaid.

2. The full right to subjacent and lateral support and shelter from other portions of the Estate and subject to such rights for such other portions.
3. The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone, telecommunications and various other services (if any) from and to the Unit owned by the Owner through the Conduits which now are or may at any time hereafter be in, under or passing through the Land and the Estate or any part or parts thereof for the proper use and enjoyment of his Unit.
4. The right for the Owner or occupier for the time being with or without servants, workmen and others at all reasonable times after obtaining the consent (except in the case of emergency) of the other Unit(s) or the Manager (such consent shall not be unreasonably withheld) to enter into and upon the other Units and the Common Areas for the purposes of carrying out any work necessary for the maintenance and repair of his Unit or the parapet wall or its services (such work not being the reasonability of the Manager hereunder) causing as little disturbance as possible and making good any damage caused thereby.
5. (as far as the Owners of the Residential Units of the Towers are concerned) full right and liberty (in common with all other persons having the like right) to use the Tower Common Areas and the Tower Common Facilities subject as aforesaid.
6. (as far as the Owners of the Houses are concerned) full right and liberty (in common with all other persons having the like right) to use the Houses Common Areas and the Houses Common Facilities subject as aforesaid.
7. (as far as the Owners of the Car Parks are concerned) full right and liberty (in common with all other persons having the like right) to use the Car Park Common Areas and the Car Park Common Facilities subject as aforesaid.
8. Full right and liberty (in common with all other persons having the like right) to use the Estate Common Areas and the Estate Common Facilities subject to any House Rules as may be imposed from time to time by the Manager.
9. (in so far as the Disabled Car Parks, the Visitors' Car Parks and the Bicycle Parking Spaces are concerned) the right for the bona fide guests, visitors or invitees of the Owners of the Residential Units as well (in common with all other persons

having the like right) to go pass and repass over and along the Car Park Common Areas for access to and from the Disabled Car Parks, the Visitors' Car Parks and the Bicycle Parking Spaces forming parts of the Estate Common Areas and all purposes connected with the proper use and enjoyment thereof subject to contribution by the Owners of the Residential Units of the expenditure incurred in the management and maintenance of the Car Park Common Areas and the Car Park Common Facilities, in accordance with the provisions of this Deed and the payment of the expenditure so received shall be credited to the Management Fund.

10. All other rights, rights of way, privileges, easements and appurtenances belonging or appertaining to the Land and the Estate.

B. Easements, rights and privileges subject to which each equal Undivided Share and the Unit held therewith is held

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

1. Full right and privilege for the Manager with or without agents, surveyors, workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon each Unit and the Common Areas for the purposes of inspecting, examining, repairing and maintaining (excluding decorating), improving, cleaning or painting any part of the Estate or any services therein or any other apparatus and equipment used or installed for the benefit of the Land and/or the Estate or any of them or any part thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment or for the purpose of discharging the Manager's duties under this Deed Provided that all such work shall be carried out with due dispatch causing as little disturbance as possible and the persons carrying out the said works shall make good all damages thereby caused and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, agents, servants, workmen, contractors and other persons duly authorized by the Manager.
2. Easements, rights and privileges over, along and through each Unit or other parts of the Estate (as the case may be) equivalent to those set forth in paragraphs A2, A3 and A4 of this Schedule.
3. Subject always to the rights of the Registered Owner under this Deed, the Manager

shall have full right and authority to manage and control the Common Areas and the Common Facilities. Should there be any damage to any of the Common Areas or the Common Facilities or structures caused by the negligence or wilful acts or omission of any Owner or his licensees, agents or servants, the Manager shall be entitled to require such Owner to remedy the damage or to procure such remedy at the expense of such Owner.

C. Exclusion of Certain Rights

The Owners shall have no right to enter into and upon any part of the Land or the Estate save as herein expressly provided, it being understood that all works necessary for the maintenance and repair of the Estate (but not individual Units thereof) shall be carried out by the Manager who shall have the right to enter into and upon any part of the Land and the Estate for that purpose as herein provided upon giving reasonable notice except in the event of emergency.

## **THE FOURTH SCHEDULE ABOVE REFERRED TO**

### **A. COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS**

The Owners shall at all times during the subsistence of this Deed be bound by and observe and perform the covenants and provisions and restrictions hereinafter contained, namely :-

1. Every assignment or transfer of any Unit with the Undivided Share(s) held therewith or any part or parts of the Land and/or the Estate shall contain an express covenant by the purchaser or the assignee that he shall notify the Manager of any change of ownership within one (1) month from the date of such assignment.
2. Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments and outgoings of every kind and description from time to time being assessed or payable in respect of the Unit owned by him and shall indemnify the other Owners from and against all liability therefor.
3. (a) Each Owner shall pay to the Manager on the due dates his share of the monthly contributions to the Management Expenses, the Manager's Remuneration and all other sums as herein provided.  
  
(b) Each Owner shall pay to the Manager all costs incurred or to be incurred by it in maintaining the Works and Installations.
4. (a) None of the parties hereto shall
  - (i) make any alterations to the structure(s) or façade(s) of the Unit of which it or they is/are entitled to the sole and exclusive use, occupation and enjoyment; or
  - (ii) make any alteration to any installation or fixture so as to affect or be likely to affect the supply of water, electricity or gas; or
  - (iii) cut or damage any of the main walls or beams or floors of the Unit of which it or they is/are entitled to the sole and exclusive use,

occupation and enjoyment.

- (b) Subject to the provisions of this Deed, each Owner may at his own expense make non-structural improvements, installations, fixtures and decorations inside his Unit Provided that such improvements, installations, fixtures and decorations can be removed without any structural alterations and shall not cause any structural damage or interfere with the enjoyment of other parts of the Estate.
5. None of the parties hereto shall make any structural alteration to any part of the Unit(s) owned by him or them which may damage or affect or interfere with the use and enjoyment of any other parts of the Unit(s) whether in separate or common occupation nor shall any Owner cut, maim, damage or injure the main walls, beams or floors or any part of the Land and the Estate, its equipment, apparatus and services or do anything whereby the structural strength of the Unit may be affected. Nothing herein contained shall prevent any Owner from taking legal action against another Owner in this respect.
  6. No Owner shall permit or suffer to be done any act or thing in contravention of the covenants, terms and conditions contained in the Government Grant or the Occupation Permit.
  7. No Owner shall store or permit or suffer to be stored in his Unit or other area within the Land and the Estate any hazardous, dangerous or combustible goods or materials except such as may be reasonably required for the purpose of cooking and heating.
  8. No Owner shall do or permit anything to be done whereby any insurance of the Unit or any part or parts thereof against fire or other risks may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased. In the event of any breach of this Clause by any Owner, such defaulting Owner shall, without prejudice to any other liability incurred thereby, indemnify the other Owners and the Manager against any increased or additional premium which may be required by reason of any act or default on his part for continuing or keeping up such insurance. In the event of any Unit or any parts of the Estate being damaged or destroyed by fire at any time and the insurance money under any insurance effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default on the

part of the defaulting Owner, then and in every such case, the defaulting Owner shall forthwith pay to the other Owners the whole or (as the case may require) a fair proportion of the cost of completing, rebuilding or reinstating the same.

9. No Owner shall use or permit or suffer his Unit to be used for any purpose except in accordance with any applicable building regulations, Government permits, consents or requirements from time to time applicable thereto.
10. No Owner shall use or permit or suffer his Unit to be used for any purpose except in accordance with the user permitted under the Government Grant, this Deed and designated by the Occupation Permit.
11. No Owner shall use his Unit or other parts of the Estate for any illegal, unlawful or immoral purpose nor shall any Owner do or permit to be done anything therein or thereupon which may create unnecessary noise or which may be or become a nuisance or annoyance or cause damage or inconvenience to the other Owners of the Estate or occupiers of any neighbouring premises.
12. No Owner shall under any circumstances use or permit or suffer the Unit owned by him to be used for the purpose of an inn, hotel, boarding house, lodging house or for any form of occupancy in bed spaces or cubicles, dance hall, ballroom, bath house, guest house, or as a funeral parlour, coffin shop, temple or Buddhist hall or for the performance of the ceremony known as "Ta Chai" ( 打 齋 ) or for any similar ceremony or for any offensive trade or business. No partitioning shall be erected or installed which does not leave clear access for fire exits and no window shall be wholly or partially blocked or the light and air therefrom in any way obstructed.
13. Each Owner shall be responsible for and shall indemnify the Manager and all other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of any Owner or occupier of that part of the Land and the Estate of which he is the Owner or any person using the same with his consent express or implied or by, or through, or in any way owing to the defective condition thereof or the overflow of water therefrom or the escape of fumes, smoke or anything else therefrom.

14. Each Owner shall be responsible to the Manager and the other Owners for the time being for the acts and omissions of all persons occupying the Unit of which he is the Owner or using the same with his consent, express or implied and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is responsible to make good or repair pursuant to its powers and duties hereunder, such costs, charges and expenses shall be recoverable by the Manager as hereinbefore provided. In the case of loss or damage suffered by other Owners or occupiers of the Estate which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person sustaining the loss or damage.
15. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and the Estate.
16. Each Owner shall keep and maintain the interior of that part of the Unit in respect of which he is entitled to exclusive possession in good, clean repair and condition and in such a manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of any other part of the Land and the Estate.
17. No Owner shall incumber, obstruct or place anything in or to occupy, to the exclusion of the other Owners of the Estate, the Common Areas nor shall any refuse or other matter or thing be placed or left thereon nor shall any part of the Common Areas be used for any business or private purpose.
18. No Owner shall do and/or cause anything to be done in the Common Areas which may be a nuisance or annoyance to the Owners and occupiers of the Land and the Estate.
19. No Owner shall have the right to enter into, alter, repair, connect to or in any other way interfere with or affect the working of the machine rooms, public lighting, transformer rooms, pump rooms, pumps, apparatus, services and the Common Facilities without the previous written consent of the Manager.



20. No Owner shall attach, connect or hang any radio or television aerial on or from the exterior of the Unit except in such parts thereof as the Manager shall approve or direct and in accordance with the House Rules.
21. Subject to Clause 8(f) of Section II of this Deed, no Owner shall permit or suffer to be erected, affixed, installed or attached in, to or on or to be displayed from the roofs and the external walls or any part(s) thereof any advertising or other signs, signboards, notices, banners or other projections or structures whatsoever.
22. No Owner shall permit or suffer to be erected, installed or attached in or on or at the door or entrance to any part of the Unit of which he is the Owner any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department from time to time in force or which may in any way impede the free and uninterrupted passage over, through and along any of the staircases, corridors, entrances, exits and other Common Areas.
23. No Owner shall permit or suffer to be erected, affixed, installed or attached in, to or on or to be displayed from any Unit any advertising or other signs of any description without the prior written consent of the Manager.
24. No Owner shall affix or exhibit or paint on any part of the Common Areas any trade profession or business notice or advertisement whatsoever without the prior consent in writing of the Manager.
25. No Owner shall throw out discard or drop or permit to be thrown out or discarded or dropped from that part of the Unit of which he is the Owner any refuse rubbish litter or other article or thing whatsoever except using the facilities provided for the proper disposal thereof.
26. No Owner shall place or permit or suffer any chattel, object, article or thing to be placed in the entrance halls, staircases, landings, or fire exits or any part of the Estate of which he is not entitled to exclusive possession or otherwise obstruct the same.
27. No Owner shall hang up clothing or laundry outside in the open spaces and the Common Areas.

28. No Owner shall do anything whereby the flush drainage or sewage system of the Estate may be clogged or the efficient working thereof may be impaired.
29. No Owner shall dirty or damage the apparatus, equipment or services or other parts of the Common Areas.
30. No Owner shall affix, install or permit to be affixed or installed any illegal structures of any kind on the roofs, flat roofs or upper roofs (as the case may be) or the external walls forming part of the Unit or on any part of the Land and/or the Estate.
31. No Owner shall do or permit to be done any act or thing which may or will alter the external appearance, colouring or image of the Estate and/or any Unit.
32. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel in any part of the Estate that might in any circumstance produce smoke without the previous consent in writing of the Director of Environmental Protection, the Commissioner for Labour and the Manager.
33. No Owner shall use the footpaths, passages, walkways, corridors, staircases, entrance halls, lobbies and other parts of the Common Areas of which he is not entitled to exclusive possession for the purpose of placing or storing any dustbins, garbage cans, furniture, machinery, goods or chattels or other things whatsoever thereon or therein.
34. No Owner may use or permit to be used the Common Areas and the Common Facilities in such a manner as unreasonably to interfere with the use and enjoyment of those parts by any Owner or occupier of the Estate or to cause a nuisance or hazard to any person lawfully in the Building.
35. Each Owner shall be responsible for the removal of garbage and refuse from his Unit to such locations in the Land and/or the Estate as shall be specified by the Manager from time to time and to use only the type of refuse containers as is specified by the Manager from time to time.
36. All Owners and occupiers shall at all times observe and perform all the covenants, conditions and provisions of this Deed, the Government Grant and

House Rules.

37. No Owner (including the Registered Owner) shall have the right to convert the Common Areas and the Common Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owners' Committee. Any payment received for the granting of such approval shall be credited to the relevant account of the Special Fund.
38. No Owner (including the Registered Owner) shall have the right to convert or designate as Common Areas and Common Facilities such part(s) of the Estate the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. Neither the Owners (including the Registered Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and the Common Facilities to his own use or for his own benefit.
39. (a) Each Owner of the Non-enclosed Areas shall keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance (Cap.123) and such other Ordinances, bye-laws and regulations promulgated by the Government from time to time.  
  
(b) No Owner shall install, exhibit, affix, erect or attach any fences, awnings, grilles or any structures or things to any of the Non-enclosed Areas whereby the same shall be enclosed in whole or in part other than as approved under the Approved Plans.  
  
(c) No Owner of the Non-enclosed Areas shall cause, permit or suffer the Non-enclosed Areas or any part thereof to be enclosed by any material of whatsoever kind or nature, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as they are as shown in the Approved Plans.
40. Any balcony(ies) and/or utility platform(s) forming part of the Residential Unit(s) and the covered areas beneath or underneath such balcony(ies) and/or utility platform(s) shall not be enclosed above safe parapet height other than as under the Approved Plans.

41. The Owner or Owners of any Residential Unit with roof and/or flat roof held therewith shall:
  - (a) not cause or permit the erection on his part of the roof and/or flat roof or any part thereof structures of any kind which contravenes the provisions of the Buildings Ordinance (Cap.123) and all other Ordinances and not cause or permit the roof and/or flat roof and/or balcony to be enclosed and not cause or permit the roof to be partitioned either in whole or in part; and
  - (b) not use nor permit to be used his part of the roof and/or flat roof in any manner so as to cause nuisance or annoyance to the co-owners or occupiers of other Units and shall be responsible for maintaining and keeping his part of the roof and/or flat roof in good repair and condition.
42. The Owners of the roof and/or flat roofs forming part of their Units shall not put install or otherwise place any article upon the said roof and/or flat roofs thereby obstructing the access to or through such roof and/or the flat roofs by the Manager for the purpose of exercising their respective rights under this Deed.
43. No tree growing on the Land or adjacent thereto as at the date hereof or transplanted or replanted at the request of the Director of Lands shall be removed or interfered with without the prior written consent of the Director of Lands.
44. Each Car Parking Space shall not be used for any purpose other than for the parking of one motor vehicle licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and subject to any House Rules as may be imposed from time to time by the Manager. Each Motor Cycle Parking Space shall not be used for any purpose other than for the parking of one motor cycle licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and subject to any House Rules as may be imposed from time to time by the Manager. The Car Parks shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or

for the provision of car cleaning and beauty services.

45. The Visitors' Car Park shall not be used for any purpose other than for the parking of one motor vehicle licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the bona fide guests, visitors or invitees of the residents of the Residential Units and subject to payment of such fees which shall be credited to the relevant account of the Special Fund and to any House Rules as may be imposed from time to time by the Manager. The Visitors' Car Parks shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
46. Each Bicycle Parking Space shall not be used for any purpose other than for the parking of bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees.
47. The Disabled Car Parks shall not be used for the purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and in particular the Disabled Car Parks shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise for the provision of car cleaning and beauty services.
48. (a) The Owner or Owners of any Open Kitchen Unit shall at his or their own costs and expenses observe and comply with the Fire Safety Management Plan and any guidelines or directions to be used or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall ensure that his tenants and other occupiers of his Open Kitchen Unit to observe and comply with the same.  
  
(b) Without prejudice to the generality of paragraph (48)(a) above and subject to the Fire Safety Management Plan and the then relevant requirements of the Buildings Department, the Fire Services Department and any other relevant Government authority, the Owners and occupiers of any Open Kitchen Unit shall comply with the following fire safety provisions :

- (i) smoke detectors provided inside the Open Kitchen Unit and at the common lobby outside the Open Kitchen Units shall not be removed or obstructed;
- (ii) sprinkler head provided at the ceiling immediately above the open kitchen shall not be removed or obstructed;
- (iii) the full height wall having a fire resistance rating of not less than -/30/30 adjacent to the flat exit door (if provided) shall not be removed;
- (iv) the fire service installations mentioned in (i) and (ii) above which are inside the Open Kitchen Unit shall be subject to annual check at the cost and expense of the Owner of the Open Kitchen Unit conducted by the registered fire service installation contractor (“RFSIC”) appointed by the Manager;
- (v) the Owners and occupiers of the Open Kitchen Unit shall allow access for the RFSIC to carry out annual check and maintenance.

49. The Owners of the Open Kitchen Units shall permit the Manager, its servants, agents, contractors (including but not limited to RFSIC) and persons duly authorized with or without equipment or materials at all reasonable times on prior reasonable notice (except in case of emergency when notice is not required and the entry may take place at all times) to gain access to and enter upon his Residential Unit of the Tower for the purposes of carrying out inspection, maintenance, commission, mandatory annual testing and certification of the fire safety provisions installed therein in accordance with the Fire Safety Management Plan and the relevant requirements of the Buildings Department, the Fire Services Department or any other relevant Government authority by suitable qualified personnel or RFSIC in accordance with all applicable rules and legislations. The costs and expenses of such inspection, maintenance, commissioning, mandatory annual testing and certification shall be borne by the Owner of the relevant Open Kitchen Unit.

50. The Greenery Area shall not be used for any other purpose without the

prior consent of the Building Authority.

51. The Owners shall at their own costs and expenses comply with the requirements under Section 12 of the Buildings Energy Efficiency Ordinance (Cap.610) in so far as they are applicable to their Units.
52. No Owner shall paint, change or alter the planter, the Non-enclosed Area, roof, flat, garden, parapet/balustrade/fence wall and sliding/swing door of the Non-enclosed Area or roof or flat roof or garden, parapet wall, fence wall, boundary wall, glass balustrade/glazing of the fence wall or boundary wall, gate, metal grille door, air-conditioning platform, maintenance access panel/ access panel, window, curtain wall system or the exterior or outside of any part of the Estate or the exterior or outside of any part of any Unit or erect any forecourt entrance gate or fences or do or permit to be done any act or thing which may or will alter façade or external appearance of the Estate and/or any Unit including the carrying out of any internal decoration or alteration works which affect the façade or external appearance or original design of the façade of any Unit without the prior consent in writing of the Manager Provided that any internal decoration or alteration works as aforesaid as approved by the Manager shall be carried out by the contractor appointed or approved by the Manager at the expense of the Owner or Owners of such Unit(s) requiring such works and in such manner as the Manager shall in its absolute discretion think fit.
53. Each Owner of the Car Park shall at his own cost and expenses be responsible for the maintenance, inspection, security, repair, replacement and renewal of the installations and facilities for supply of electricity serving his Car Park exclusively (“Non Common EV Facilities”). If any Owner of a Car Park shall fail to repair or maintain the Non-Common EV Facilities serving his Car Park exclusively in accordance with the provision of this paragraph 53 and such Non-Common EV Facilities have caused damage or, in the reasonable opinion of the Manager, danger to the other parts of the Estate or the Owners or occupiers of the other Units, the Manager shall have the right and power, but not obliged, to carry out such repairs or maintenance works to the relevant Non-Common EV Facilities and make good all damage (if any) caused by the Owner’s failure to repair or maintain as the Manager shall in absolute discretion see fit and all the

costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant Car Park as a debt.

54. The Owners of the Houses shall at their own costs and expenses be responsible for the maintenance, inspection, security, repair, replacement and renewal of the installations and facilities for supply of electricity serving the car parking spaces held therewith on the Ground Floor thereof. (the “EV Facilities”). If any Owner of a House shall fail to repair or maintain the EV Facilities serving the car parking spaces that formed as part of the House exclusively in accordance with the provision of this paragraph 54 and such EV Facilities have caused damage or, in the reasonable opinion of the Manager, danger to the other parts of the Estate or the Owners or occupiers of the other Units, the Manager shall have the right and power, but not obliged, to carry out such repairs or maintenance works to the relevant EV Facilities and make good all damage (if any) caused by the Owner’s failure to repair or maintain as the Manager shall in absolute discretion see fit and all the costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant House as a debt.
55. Each Owner of the Car Park shall at all times observe and comply with all ordinances, legislations and regulations and all guidelines and directions as may be issued by the Government authorities from time to time and the House Rules (if any) as may be made by the Manager from time to time in relation to the installation, use, operation, maintenance, repair and/or replacement of the Non-Common EV Facilities or any part thereof serving his Car Park exclusively and shall at all times take good care and such precautions as may be necessary in the use or operation of the Non-Common EV Facilities or any part thereof serving his Car Park exclusively so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units.
56. All repair, maintenance and replacement of curtain walls (including the openable windows therein) enclosing a Residential Unit shall be carried out by contractors nominated and/or approved by the Manager Provided that if any damage to such curtain walls (including the openable windows therein) is directly or indirectly caused by the act, conduct, omission or negligence of the Owner, occupier or visitor of such Unit, the Owner shall



pay for all costs and expenses incurred in connection therewith.

57. All Owners including the Registered Owner and the Manager shall covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on the Owners and the benefit and burden thereof are annexed to the Land and the Estate and to the Undivided Share(s) in respect thereof.
58. All Owners including the Registered Owner shall control, operate and maintain at their own costs and expenses the Green and Innovation Features that formed as part of the Unit(s) held by them.
59. The Recreational Areas and the Recreational Facilities shall only be used and enjoyed for recreational purposes by the residents of the Residential Units and their bona fide visitors and all Owners shall observe and perform all regulations or rules made by the Manager in connection with the Recreational Areas and the Recreational Facilities (if any) when using or visiting such Recreational Areas and Recreational Facilities.

## B. EXCLUSIONS

For the avoidance of doubt, it is hereby expressly agreed that nothing contained in paragraph A of this Schedule shall prejudice and/or affect all or any of the rights and privileges excepted and reserved unto the Registered Owner under the provisions of Clause 8 of Section II of this Deed.

## **THE FIFTH SCHEDULE ABOVE REFERRED TO**

### **HOUSE RULES**

1. The Owners shall observe the rules and regulations (if any) from time to time in force in relation to the use of the Common Areas.
2. No Owner or occupier shall deploy any employee of the Manager for any private business.
3. No Owner or occupier shall make or permit any disturbing noise in his Unit especially outside normal working hours or do or permit anything to be done which will interfere with the rights, comfort and convenience of other Owners and occupiers.
4. No live poultry, bird or animal shall be kept or harboured in any Unit if the same has been the cause of reasonable complaint by at least two Owners or occupiers in the Estate.
5. Water closets and other water apparatus in any part of the Estate shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water closets or other water apparatus shall be paid for by the Owner or occupier in whose Unit it shall have been caused.
6. Any consent or approval given under these House Rules by the Manager shall not be unreasonably withheld but may be revocable at any time.
7. All complaints touching or concerning the Land and the Estate shall be made in writing to the Manager.

THE SIXTH SCHEDULE ABOVE REFERRED TO

WORKS AND INSTALLATIONS

1. Structural elements;
2. External Wall finishes and roofing materials;
3. Fire safety elements;
4. Plumbing system;
5. Drainage system;
6. Fire services installations and equipment;
7. Electrical wiring system;
8. Lifts installations;
9. Gas supply system;
10. Window installations;
11. Air-conditioning system and ventilation system;
12. Curtain wall system;
13. Slope and Retaining Structures;
14. Davit arm system;
15. Vertical green wall system; and
16. Other major items as from time to time be added or revised in accordance with the provisions of this Deed.

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

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

**SEALED** with the Common Seal of )  
)  
the Manager and **SIGNED** by )  
)  
)  
)  
whose signature(s) are verified by:- )

**SIGNED** by )  
 )  
*for and on behalf of the Mortgagee whose*)  
 )  
*signature is verified by: '* )



**FYL/20000448**



**LEGEND**

- ESTATE COMMON AREAS (Y) (YELLOW)
- TOWER COMMON AREAS (B) (BROWN)
- HOUSES COMMON AREAS (P) (PINK)
- CAR PARK COMMON AREAS (C) (CYAN)
- LANDSCAPE AREA (G) (GREEN)
- EXTEND OF VERTICAL GREEN WALL

**COMMON AREAS AT G/F & 1/F (1: 400)**

LOT NO. 2128 IN D.D. 121  
 AT JUNCTION OF PING KWAI ROAD AND  
 PING SHAN, YUEN LONG, N.T.

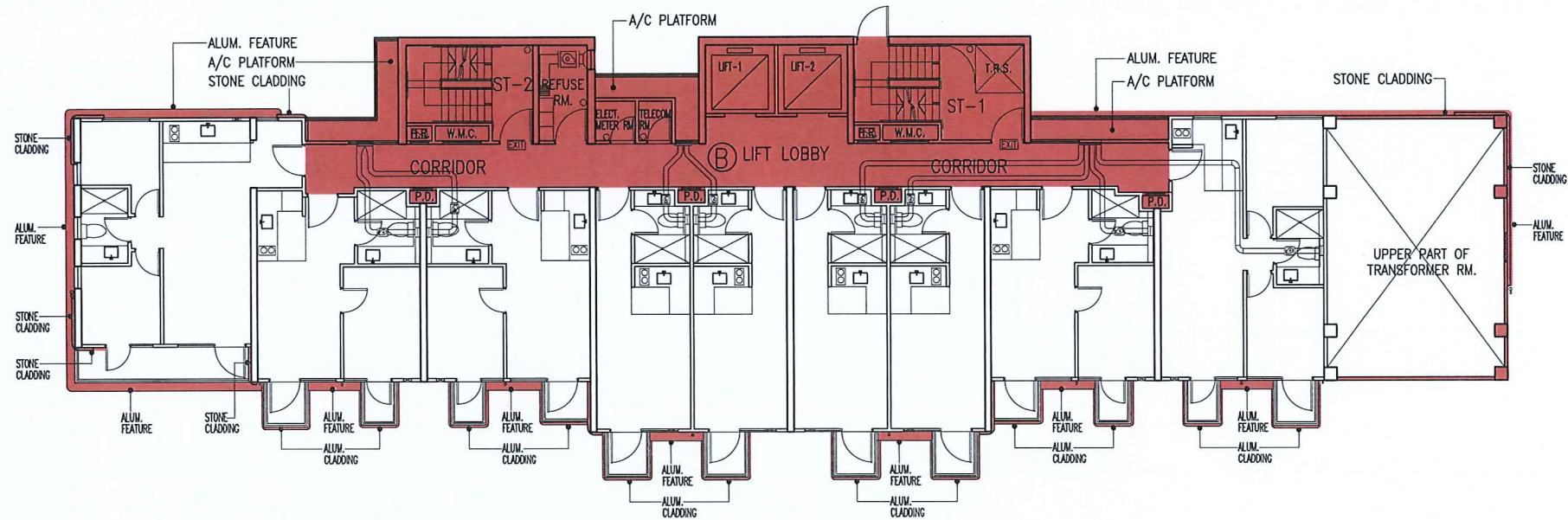


ISSUE DATE: 8 MAR 2021	REVISION: 02
REF. DRAWING NUMBER: 1705-DMC-0001	

I HEREBY CERTIFY THE ACCURACY OF THE PLAN

*Cheng Kwun Kit*  
 CHENG KWUN KIT, KENNETH  
 AUTHORIZED PERSON





TOWER COMMON AREAS AT 1ST FLOOR (1: 200)

LOT NO. 2128 IN D.D. 121  
 AT JUNCTION OF PING KWAI ROAD AND  
 PING SHAN, YUEN LONG, N.T.



BLOCK PLAN (1: 1000)



LEGEND

TOWER COMMON AREAS (B) (BROWN)

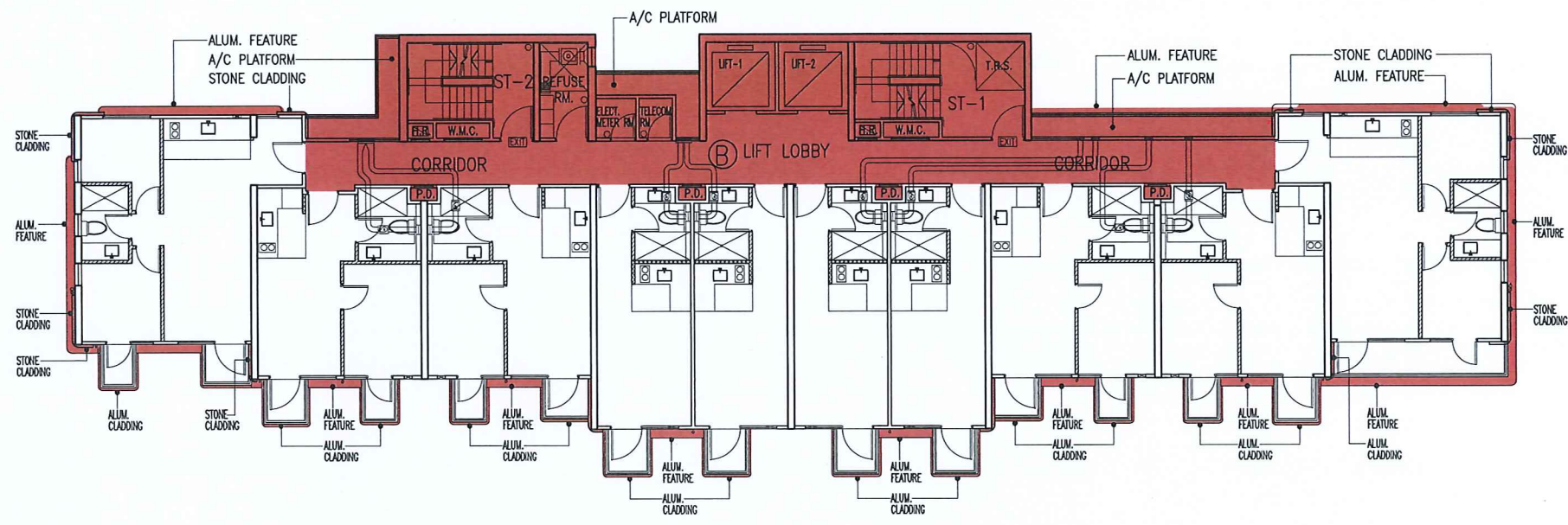
ISSUE DATE: 8 MAR 2021

REVISION: 01

REF. DRAWING NUMBER: 1705-DMC-0002

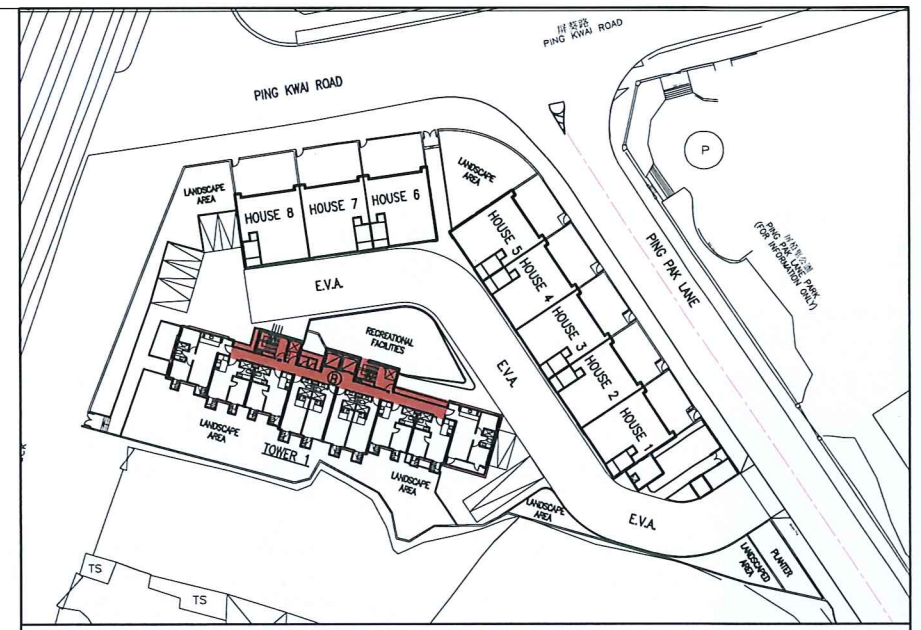
I HEREBY CERTIFY THE ACCURACY OF THE PLAN

CHENG KWUN KIT, KENNETH  
 AUTHORIZED PERSON



TOWER COMMON AREAS AT 2ND FLOOR (1: 200)

LOT NO. 2128 IN D.D. 121  
 AT JUNCTION OF PING KWAI ROAD AND  
 PING SHAN, YUEN LONG, N.T.



BLOCK PLAN (1: 1000)

LEGEND

TOWER COMMON AREAS (B) (BROWN)

ISSUE DATE: 8 MAR 2021

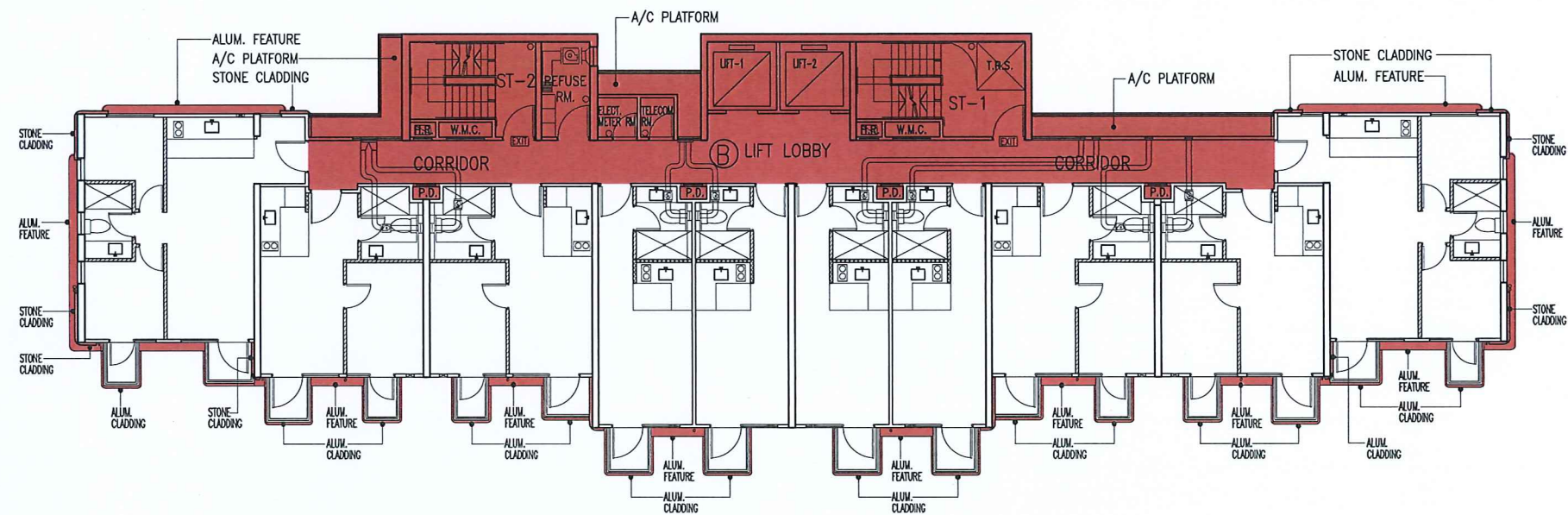
REVISION: 01

REF. DRAWING NUMBER: 1705-DMC-0003

I HEREBY CERTIFY THE ACCURACY OF THE PLAN

CHENG KWUN KIT, KENNETH  
 AUTHORIZED PERSON





TOWER COMMON AREAS AT 3RD FLOOR (1: 200)

LOT NO. 2128 IN D.D. 121  
 AT JUNCTION OF PING KWAI ROAD AND  
 PING SHAN, YUEN LONG, N.T.



BLOCK PLAN (1: 1000)

LEGEND

TOWER COMMON AREAS (B) (BROWN)

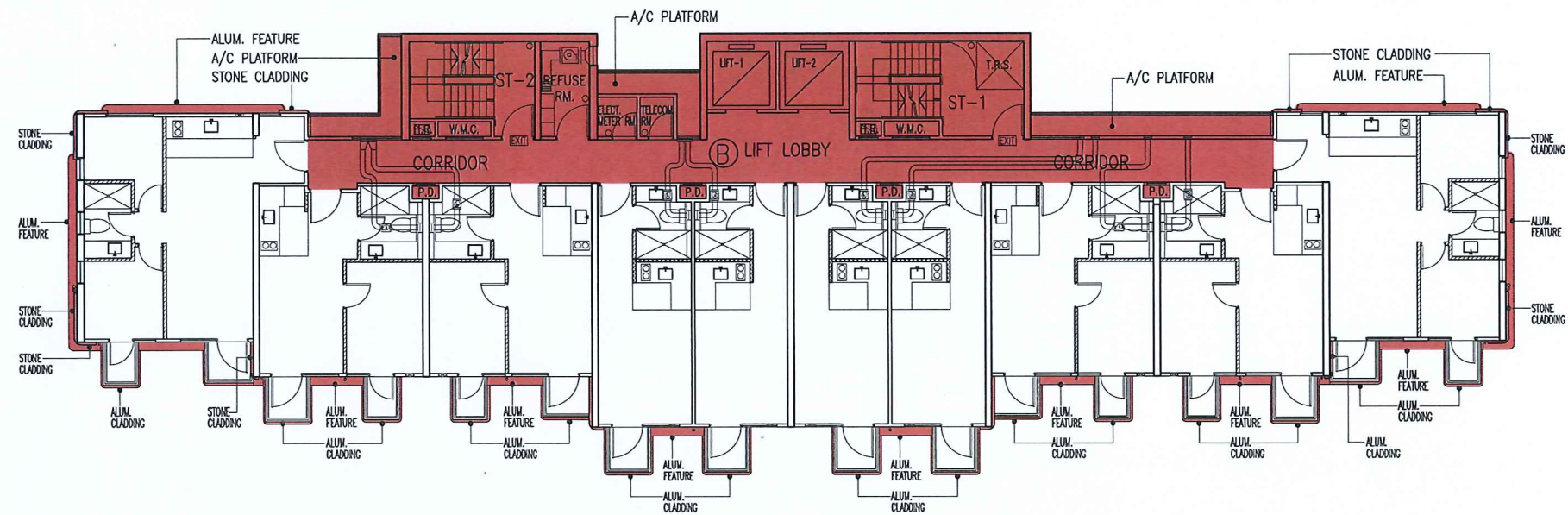
ISSUE DATE: 8 MAR 2021

REVISION: 01

REF. DRAWING NUMBER: 1705-DMC-0004

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CHENG KWUN KIT, KENNETH  
 AUTHORIZED PERSON



TOWER COMMON AREAS AT 5TH FLOOR (1: 200)

LOT NO. 2128 IN D.D. 121  
 AT JUNCTION OF PING KWAI ROAD AND  
 PING SHAN, YUEN LONG, N.T.



BLOCK PLAN (1: 1000)

LEGEND

TOWER COMMON AREAS (B) (BROWN)

ISSUE DATE: 8 MAR 2021

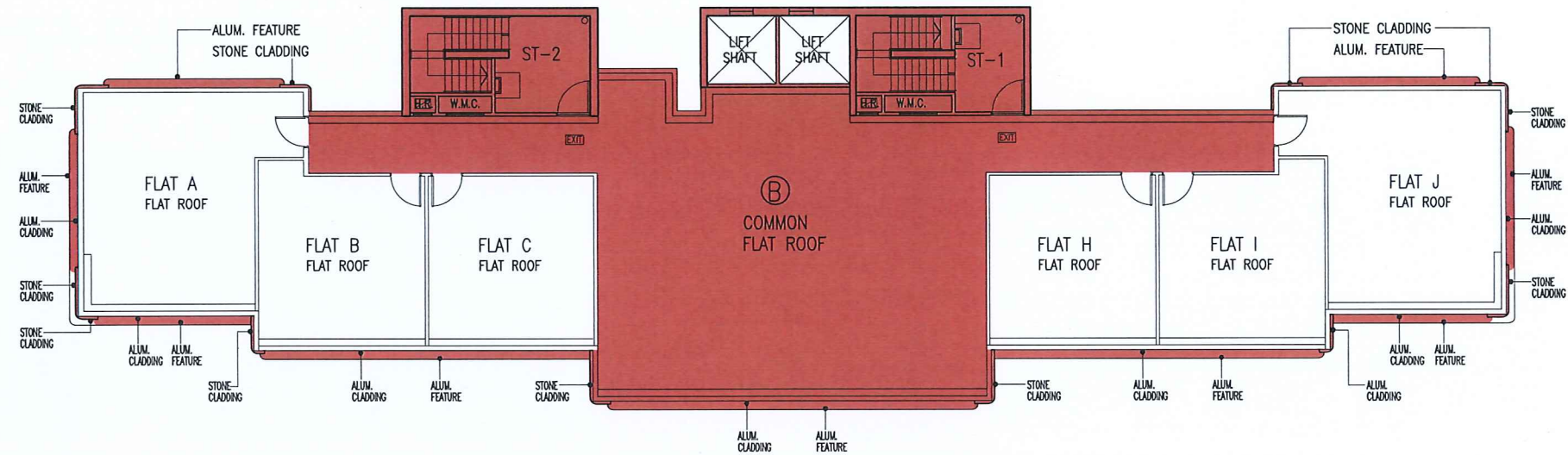
REVISION: 01

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 AUTHORIZED PERSON



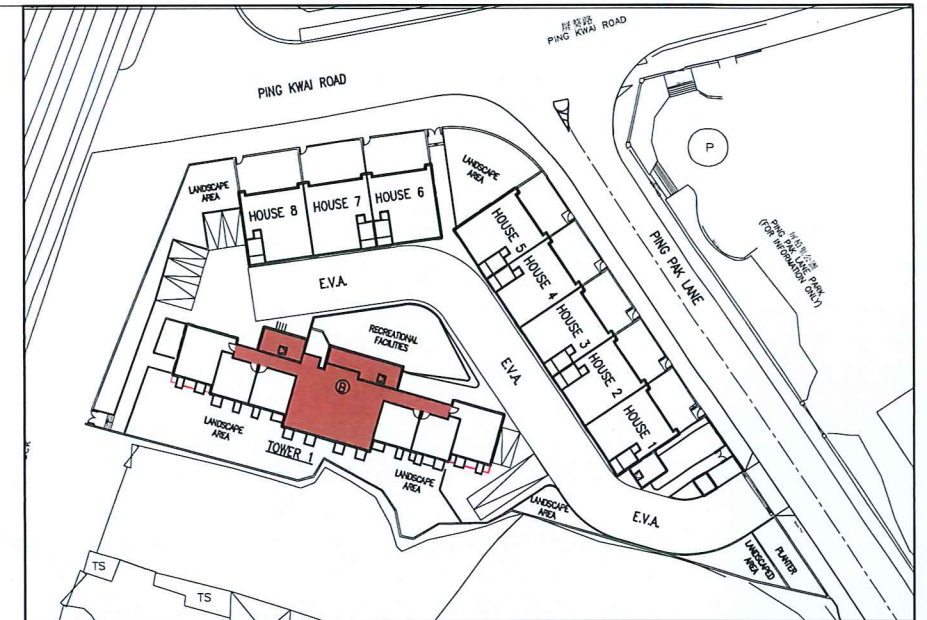


TOWER COMMON AREAS AT ROOF (1: 200)

LOT NO. 2128 IN D.D. 121  
 AT JUNCTION OF PING KWAI ROAD AND  
 PING SHAN, YUEN LONG, N.T.



TOWER COMMON AREAS AT STAIRCASE UPPER ROOF (1: 200)



BLOCK PLAN (1: 1000)



LEGEND

TOWER COMMON AREAS (B) (BROWN)

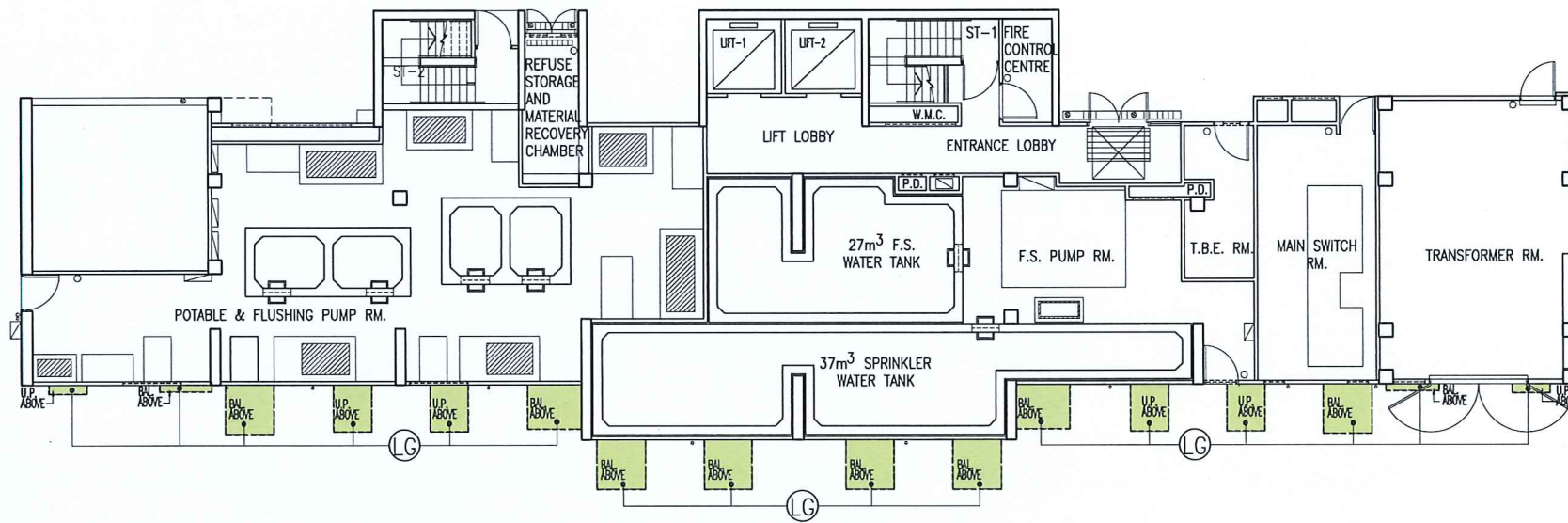
ISSUE DATE: 8 MAR 2021

REVISION: 01

REF. DRAWING NUMBER: 1705-DMC-0006

I HEREBY CERTIFY THE ACCURACY OF THE PLAN

CHENG KWUN KIT, KENNETH  
 AUTHORIZED PERSON



**TOWER – GROUND FLOOR PLAN  
(DEMARCATON OF GREEN AND INNOVATIVE FEATURES) (1: 200)**

LOT NO. 2128 IN D.D. 121  
AT JUNCTION OF PING KWAI ROAD AND  
PING SHAN, YUEN LONG, N.T.



**BLOCK PLAN (1: 1000)**

**LEGEND**

- BAL. AREA BENEATH BALCONY (NON-ENCLOSED AREA) (LG) (LIGHT GREEN)
- U.P. AREA BENEATH UTILITY PLATFORM (NON-ENCLOSED AREA) (LG) (LIGHT GREEN)

ISSUE DATE: 8 MAR 2021

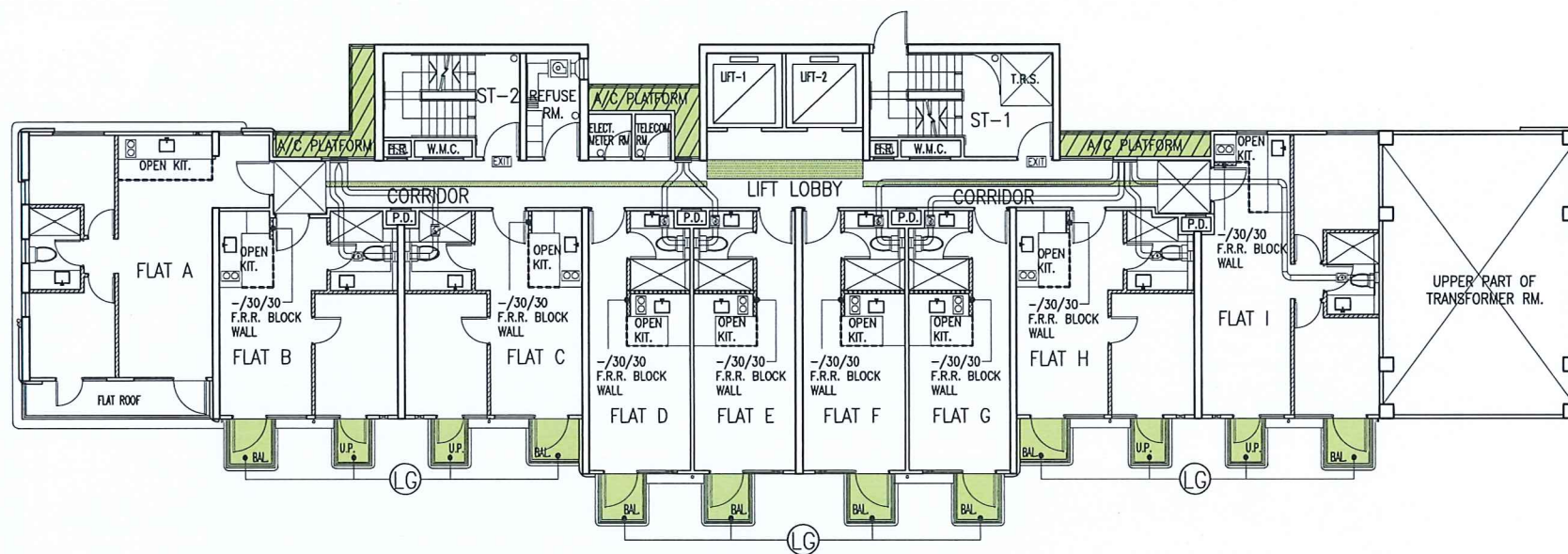
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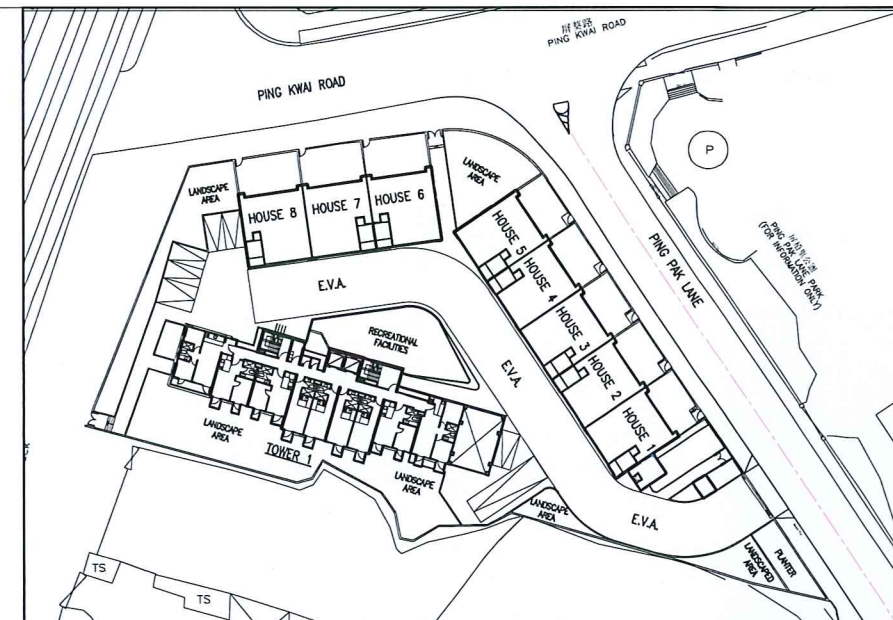
CHENG KWUN KIT, KENNETH  
AUTHORIZED PERSON





TOWER – 1ST FLOOR PLAN  
(DEMARCATIION OF GREEN AND INNOVATIVE FEATURES) (1: 200)

LOT NO. 2128 IN D.D. 121  
AT JUNCTION OF PING KWAI ROAD AND  
PING SHAN, YUEN LONG, N.T.



BLOCK PLAN (1: 1000)

LEGEND

- OPEN KITCHEN SUBJECT TO FIRE SAFETY MANAGEMENT PLAN
- BAL. (LIGHT GREEN) BALCONY (NON-ENCLOSED AREA)
- U.P. (LIGHT GREEN) UTILITY PLATFORM (NON-ENCLOSED AREA)
- (LIGHT GREEN STIPPLED BLACK) WIDER COMMON CORRIDOR/LIFT LOBBY
- (DIAGONAL HATCH) -/30/30 F.R.R. BLOCK WALL
- (HATCHED BLACK) A/C PLATFORM (LIGHT GREEN HATCHED BLACK)

ISSUE DATE: 8 MAR 2021

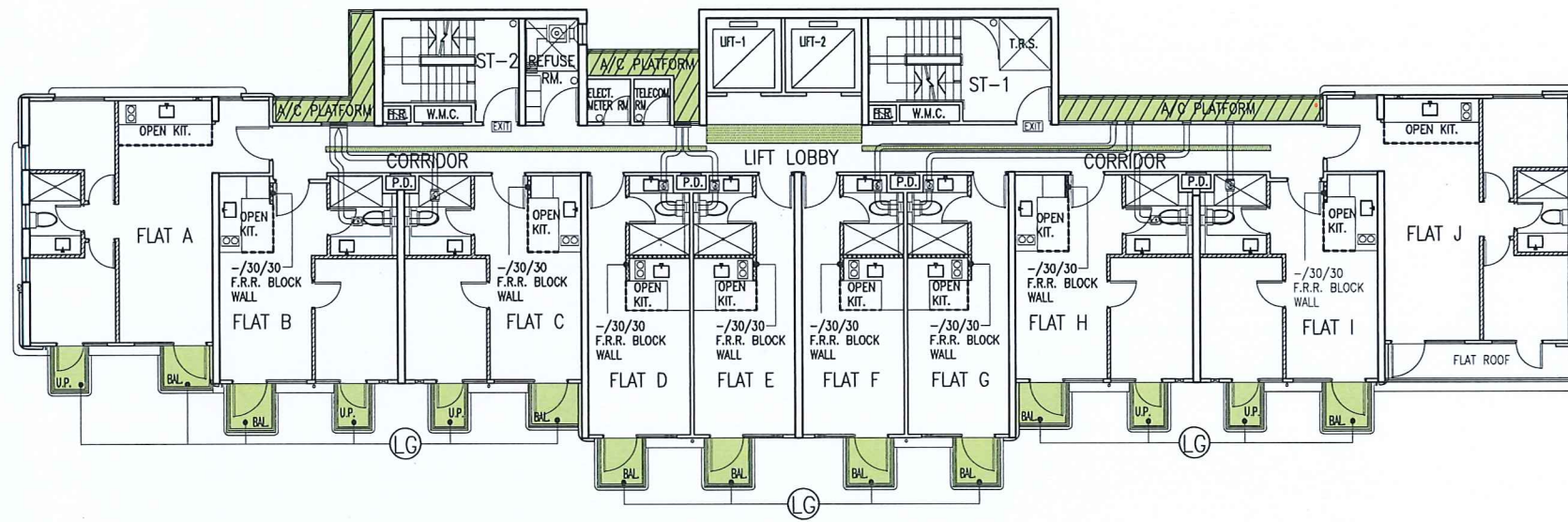
REVISION: 01

REF. DRAWING NUMBER: 1705-DMC-1002

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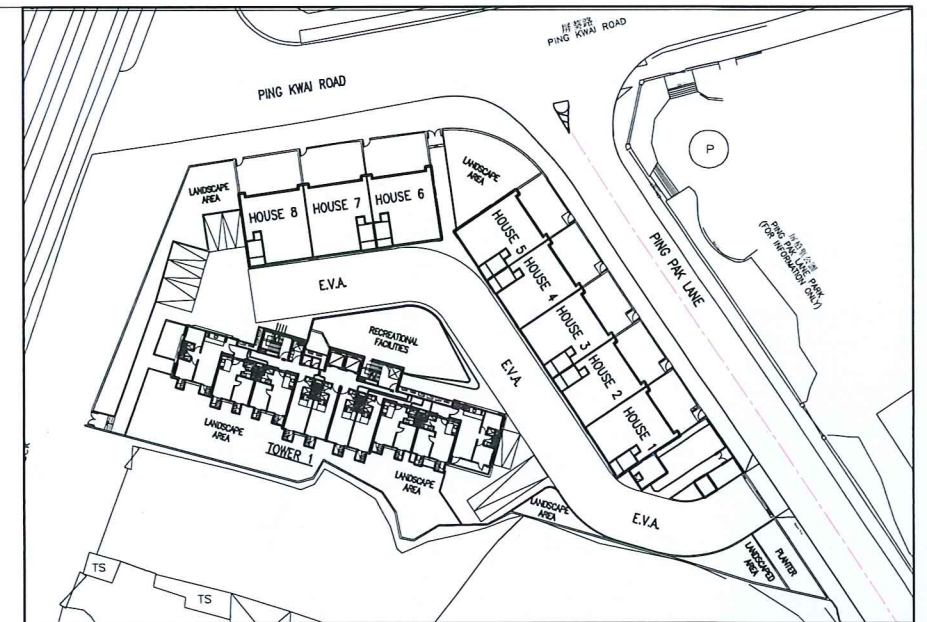
CHENG KWUN KIT, KENNETH  
AUTHORIZED PERSON





**TOWER – 2ND FLOOR PLAN  
(DEMARCATIION OF GREEN AND INNOVATIVE FEATURES) (1: 200)**

LOT NO. 2128 IN D.D. 121  
AT JUNCTION OF PING KWAI ROAD AND  
PING SHAN, YUEN LONG, N.T.



**BLOCK PLAN (1: 1000)**



**LEGEND**

- OPEN KITCHEN SUBJECT TO FIRE SAFETY MANAGEMENT PLAN
- BAL. (LIGHT GREEN) BALCONY (NON-ENCLOSED AREA)
- U.P. (LIGHT GREEN) UTILITY PLATFORM (NON-ENCLOSED AREA)
- (LIGHT GREEN STIPPLED BLACK) WIDER COMMON CORRIDOR/LIFT LOBBY
- (DIAGONAL HATCH) -/30/30 F.R.R. BLOCK WALL
- (HATCHED BLACK) A/C PLATFORM (LIGHT GREEN HATCHED BLACK)

ISSUE DATE: 8 MAR 2021

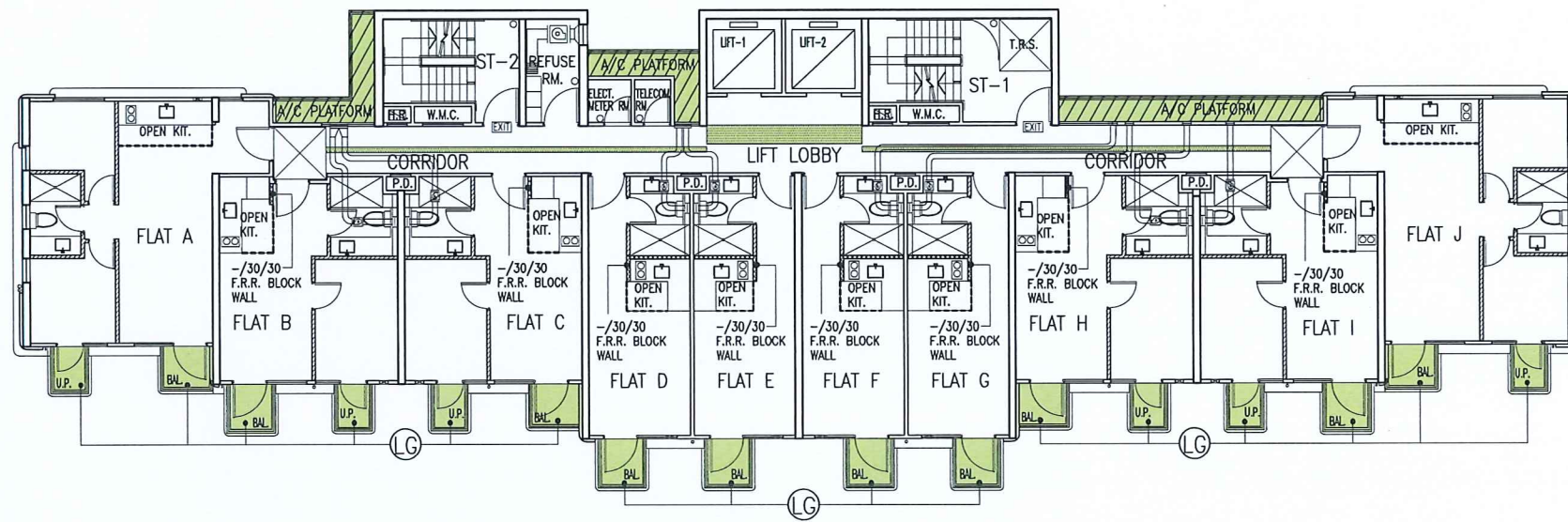
REVISION: 01

REF. DRAWING NUMBER: 1705-DMC-1003

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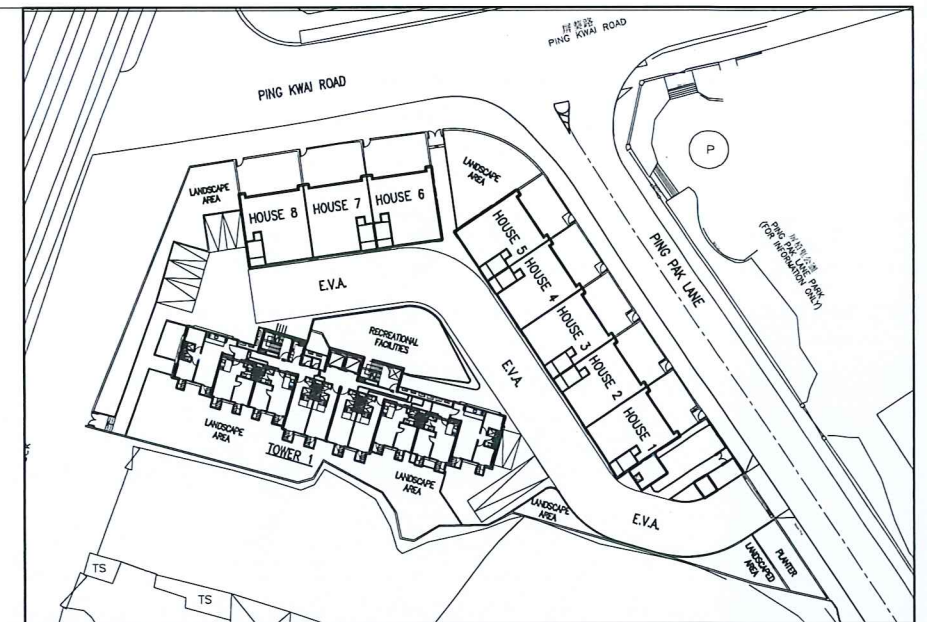
CHENG KWUN KIT, KENNETH  
AUTHORIZED PERSON





**TOWER – 3RD FLOOR PLAN  
(DEMARICATION OF GREEN AND INNOVATIVE FEATURES) (1: 200)**

LOT NO. 2128 IN D.D. 121  
AT JUNCTION OF PING KWAI ROAD AND  
PING SHAN, YUEN LONG, N.T.



**BLOCK PLAN (1: 1000)**

**LEGEND**

- OPEN KITCHEN SUBJECT TO FIRE SAFETY MANAGEMENT PLAN
- BAL. (LG) (LIGHT GREEN) BALCONY (NON-ENCLOSED AREA)
- U.P. (LG) (LIGHT GREEN) UTILITY PLATFORM (NON-ENCLOSED AREA)
- (Light Green Stippled Black) WIDER COMMON CORRIDOR/LIFT LOBBY (LIGHT GREEN STIPPLED BLACK)
- (Cross-hatched) -/30/30 F.R.R. BLOCK WALL
- (Light Green Hatched Black) A/C PLATFORM (LIGHT GREEN HATCHED BLACK)

ISSUE DATE: 8 MAR 2021

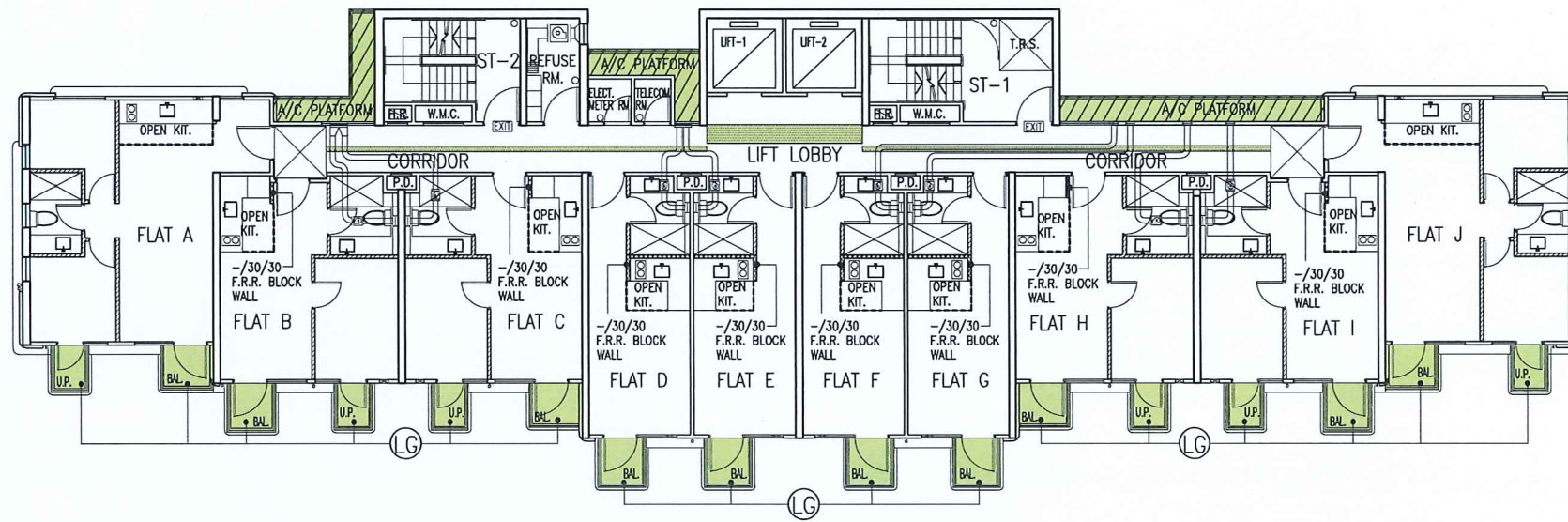
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REF. DRAWING NUMBER: 1705-DMC-1004

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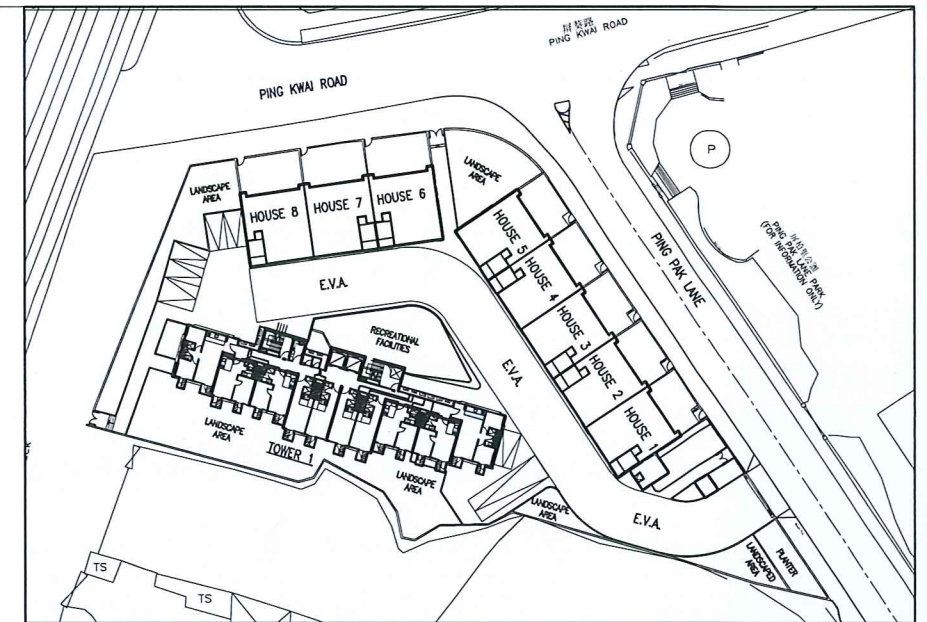
CHENG KWUN KIT, KENNETH  
AUTHORIZED PERSON





TOWER – 5TH FLOOR PLAN  
(DEMARICATION OF GREEN AND INNOVATIVE FEATURES) (1: 200)

LOT NO. 2128 IN D.D. 121  
AT JUNCTION OF PING KWAI ROAD AND  
PING SHAN, YUEN LONG, N.T.



BLOCK PLAN (1: 1000)

LEGEND

- OPEN KITCHEN SUBJECT TO FIRE SAFETY MANAGEMENT PLAN
- BAL. (LIGHT GREEN) BALCONY (NON-ENCLOSED AREA)
- U.P. (LIGHT GREEN) UTILITY PLATFORM (NON-ENCLOSED AREA)
- (LIGHT GREEN STIPPLED BLACK) WIDER COMMON CORRIDOR/LIFT LOBBY
- (DIAGONAL HATCH) -/30/30 F.R.R. BLOCK WALL
- (HATCHED BLACK) A/C PLATFORM (LIGHT GREEN HATCHED BLACK)

ISSUE DATE: 8 MAR 2021

REVISION: 01

REF. DRAWING NUMBER: 1705-DMC-1005

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CHENG KWUN KIT, KENNETH  
AUTHORIZED PERSON