

**THIS DEED OF MUTUAL COVENANT INCORPORATING MANAGEMENT AGREEMENT** made  
the \_\_\_\_\_ day of \_\_\_\_\_ Two  
thousand and \_\_\_\_\_

BETWEEN URBAN RENEWAL AUTHORITY, a body corporate established under and by virtue of the Urban Renewal Authority Ordinance (Cap.563 of the Laws of Hong Kong) whose registered office is situate at 26<sup>th</sup> Floor, COSCO Tower, 183 Queen's Road Central, Hong Kong (hereinafter called "the Registered Owner" which expression shall where the context so admits include its successors and assigns) of the first part,  
[ \_\_\_\_\_ ]

(hereinafter called "the First Purchaser" which expression shall where the context so admits include his executors administrators and assigns) of the second part and [ \_\_\_\_\_ ] LIMITED whose registered office is situate at [ \_\_\_\_\_ ] Hong Kong (hereinafter called "the Manager" which expression shall where the context so admits include its successors or assigns) of the third part.

**WHEREAS :-**

- Definitions (1) In this Deed the following expressions shall have the following meanings ascribed to them wherever the context so permits :-
- "Approved Plans" The plans for the Development of the Land including the car park layout plans referred to in Special Condition No.(29) of the Conditions and any amendments thereto duly approved by the Building Authority and/or any other Government authority.
- "Auditor" or "auditor" A firm of certified public accountants in Hong Kong.
- "Authorised Person" Ms. Chow Wai Lee of WDA Architects Limited and this expression shall include any other authorised person or persons as defined in Section 2(1) of the Buildings Ordinance (Cap.123) for the time being appointed by the Registered Owner in her place.
- "Car Parking Spaces" The Commercial Car Parking Spaces and the Residential Car Parking Spaces, and a Car Parking Space shall mean a car parking space of the Commercial Car Parking Spaces or the Residential Car Parking Spaces.
- "Carpark" The whole of the carpark of the Development on Basement 1 and Basement 2 and part of the Ground Floor intended for the access and the parking of motor vehicles and motorcycles comprising all the Car Parking Spaces and Motorcycle Parking Spaces, the Carpark Common Areas and the Carpark Common Facilities but for the avoidance of doubt shall not include the Commercial Accommodation.
- "Carpark Common Areas" The whole of the Carpark except all the Car Parking Spaces and Motorcycle Parking Spaces and which, for the purposes of identification only, are shown on the plans (certified as to their accuracy by or on behalf of the Authorised Person) annexed hereto and coloured pink and includes (but not limited to) the circulation and manoeuvring spaces, smoke vents, hose reel, pipe duct, vent duct, electrical meter room, fan room, stairways, staircases and landings of the Carpark and such other areas of and in the Development as are now or may from time to time be designated by the Manager in accordance with Clause (1)(am) of Subsection B of Section V of this Deed or by the Registered Owner in accordance with the provisions of Clause (9)(a)(vii) of Section I of this Deed as Carpark

Common Areas PROVIDED THAT, where appropriate, if (a) any parts of the Carpark covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in the Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Carpark Common Areas but shall exclude the Development Common Areas, the Residential Common Areas and the Commercial Accommodation including the loading and unloading spaces thereof.

“Carpark Common Facilities”

Pipes, drains, wires, cables, trenches, air-ducts, ducts, manholes, petrol interceptors and lighting in the Carpark, fire services installation and equipment, and any other apparatus, devices, systems and facilities installed for the exclusive use and benefit of the Car Parking Spaces and the Motorcycle Parking Spaces including all other facilities to be designated by the Registered Owner in accordance with Clause 9(a)(vii) of Section I hereof to be Carpark Common Facilities but shall not include the Development Common Facilities, Commercial Common Facilities and the Residential Common Facilities.

“Club House”

The areas and facilities ancillary thereto erected constructed and provided by the Registered Owner intended for recreational use by the residents of the Flats and their bona fide visitors which areas are shown and coloured Yellow hatched Black on the plans annexed hereto and for the avoidance of doubt, shall include the area on the 2<sup>nd</sup> Floor of the Development and including but not limited to the recreational areas and facilities ancillary thereto provided in the Development pursuant to Special Condition No.(14) of the Conditions.

“Commercial Accommodation”

Those parts of the Development intended for commercial use in accordance with the Approved Plans and those parts of the Development ancillary thereto (including structural walls, columns, beams, slabs and other structural elements, escalators, lavatories, toilets, A/C plant rooms, AHU rooms, hose reel, staircase, landing, lift, lift shaft, lift pit, lift vent duct, flat roof, lift lobbies, telecommunications and broadcasting room, all ancillary spaces, facilities, fittings, installations, equipment, apparatus, systems, devices and facilities provided or installed and intended for the exclusive use of the Commercial Accommodation) on the Ground Floor, 1<sup>st</sup> Floor, 2<sup>nd</sup> Floor, 3<sup>rd</sup> Floor and Basement 1 and Basement 2 of the Development which, for the purpose of identification only, are shown on the plans (certified as to their accuracy by or on behalf of an Authorised Person) annexed hereto and coloured Indigo and Orange including, but not limited to, the Signage Areas, shopfronts and portions of the External Walls which are for the purpose of identification shown and coloured Indigo on the elevations plans annexed hereto

“Commercial Car Parking Space(s)”

Those parking space(s) provided in the Development for the parking of motor vehicles belonging to the occupiers of the Commercial Accommodation and their bona fide guests, visitors or invitees pursuant to Special Condition No.(23)(b)(i)(II) of the Conditions and which, for the avoidance of doubt, shall include the Disabled Parking Space(s) for the Commercial Accommodation.

“Commercial Common Areas”

Those areas as shown and coloured Orange on the plans certified as to their accuracy by or on behalf of the Authorised Person and annexed

	<p>hereto which include the loading and unloading spaces serving the Commercial Accommodation provided pursuant to Special Condition (24)(a)(iii) of the Conditions and any other area to be designated by the Registered Owner in accordance with Clause (9)(a)(vii) of Section I hereof and any other area to be designated in accordance with Clause (25) of Section IX hereof, but not further or otherwise, to be Commercial Common Areas but shall not include the Carpark Common Areas, the Residential Common Areas and the Development Common Areas.</p>
“Commercial Common Facilities”	<p>The facilities serving the Commercial Common Areas and the Commercial Accommodation and not intended to be exclusively used by any one of the Owners of the Shops, Signage Areas or any part of the Commercial Accommodation including (but not limited to) all facilities serving only the loading and unloading spaces provided pursuant to Special Condition (24)(a)(iii) of the Conditions and any other facilities to be designated by the Registered Owner in accordance with Clause (9)(a)(vii) of Section I hereof and any other facilities to be designated in accordance with Clause (25) of Section IX hereof, but not further or otherwise, to be Commercial Common Facilities but excluding the Carpark Common Facilities, the Residential Common Facilities and the Development Common Facilities.</p>
“Commercial Motorcycle Parking Space(s)”	<p>The parking space(s) provided in the Development pursuant to Special Condition No.(23)(d)(i)(III) of the Conditions for the parking of motorcycles belonging to occupiers of the Commercial Accommodation and their bona fide guests, visitors or invitees.</p>
“Common Areas”	<p>The Carpark Common Areas, the Commercial Common Areas, the Residential Common Areas and the Development Common Areas and all those parts of the Development designated as common areas in any Sub-Deed.</p>
“Common Facilities”	<p>The Carpark Common Facilities, the Commercial Common Facilities, the Residential Common Facilities and the Development Common Facilities and such of the facilities of the Development designated as common facilities in any Sub-Deed.</p>
“the Conditions”	<p>Agreement and Conditions of Grant registered in the Land Registry as Conditions of Grant No.20163 as varied and/or modified by a modification letter dated 4<sup>th</sup> December 2014 and registered in the Land Registry by Memorial No. 14121001120129 and shall include any subsequent extensions variations or modifications thereto or renewals thereof and the lease granted or to be granted pursuant thereto.</p>
“this Deed”	<p>This Deed of Mutual Covenant incorporating Management Agreement.</p>
“the Development”	<p>The whole of the development including all the Commercial Accommodation, Residential Accommodation and Carpark known as CITY HUB (津匯) constructed or in the course of construction on the Land including all structures, facilities or services whatsoever installed or provided in, under on or over the Land for the use of the Development or any part or parts thereof including without limiting the generality of the foregoing the Common Areas, the Common Facilities, all machinery and equipment, all roads, footpaths, stairways, cables, pipes, drainage and sewage in or upon the Development.</p>
“Development Common Areas”	<p>The whole of the Land and the Development which are not otherwise specifically assigned to or for the exclusive use of an Owner and are</p>

designed or intended for the common use and benefit of all Owners, which for the purpose of identification only are shown and coloured Green on the plans certified as to their accuracy by or on behalf of the Authorised Person and annexed hereto including but not limited to staircases, landings, corridors, stairways, entrances, roof (if any) and flat roofs (if any) not forming part of the Residential Accommodation, the Commercial Accommodation or the Carpark and have not been assigned to any individual Owner, refuse storage & material recovery chamber(s), the emergency generator room, cable duct under, check meter cabinet, hose reel, transformer room, sprinkler pump room, sprinkler water tank, elec. room, potable & flushing up feed pump room, fire services control room, fan room for refuse storage and material recovery chamber, cable duct rooms, transformer hoisting platform, gas chamber, water meter cabinet, store for care-taker, guard room, owners' corporation office, lift lobbies, transformer hoist wells, F.S. water tank, switch room, F.S. & Drencher pump room, pump room, F.S. inlets, sprinkler inlets, drencher inlet, pipe ducts, electrical ducts, plinths for FM/TV antenna, lightning terminal and SMTV antenna, manholes in the basement floors, portions of the External Walls which portions are for the purpose of identification shown and coloured Green on the elevation plans annexed hereto (but excluding any portions forming part of the Residential Common Areas or the Commercial Accommodation) and areas for installation or use of aerial broadcast distribution or telecommunications network facilities and any other space, which are intended for the common use and enjoyment of the Owners or residents or occupiers for the time being of the Development and any other area designated by the Manager in accordance with Clause (1)(am) of Subsection B of Section V hereof or by the Registered Owner in accordance with Clause (9)(a)(vii) of Section I hereof, but not further or otherwise, to be Development Common Areas, PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in the Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas but shall not include the Carpark Common Areas, the Commercial Common Areas and the Residential Common Areas .

"Development  
Common Facilities"

The facilities and systems for the common use and enjoyment of the Owners or residents or both for the time being of the Development not being part of the Residential Common Facilities or the Commercial Common Facilities or Carpark Common Facilities and shall include (but not limited to) lighting along or in the Development Common Areas and the drain pipes from balconies and utility platforms running along the top of the flat roof party wall of Flats on the 5<sup>th</sup> Floor and all other facilities to be designated by the Registered Owner in accordance with Clause 9(a)(vii) of Section I hereof to be Development Common Facilities.

"Disabled Parking  
Space for the  
Residential  
Accommodation"

The parking space provided in the Development pursuant to Special Condition No.(23)(c)(i)(I) of the Conditions for the parking of motor vehicles by disabled persons and belonging to the residents of the Flats and their bona fide guests, visitors or invitees and marked "C3" on the Basement 2 Plan (certified as to its accuracy by or on behalf of the Authorised Person) annexed hereto.

“Disabled Parking Space for the Commercial Accommodation”

The parking space provided in the Development pursuant to Special Conditions Nos.(23)(c)(i)(III) of the Conditions for the parking of motor vehicles by disabled persons and belonging to the occupiers of the Commercial Accommodation and their bona fide guests, visitors or invitees and marked “N1” on the Basement 1 Plan (certified as to its accuracy by or on behalf of the Authorised Person) annexed hereto.

“External Wall(s)”

The external wall(s) of the Development (whether they are concrete walls or curtain walls) or any part thereof including curtain walls (except the openable windows (consisting of the glass panel, the whole of the window sash, hinges, locksets and/or handles and sealant around the window sash) of the Flats), architectural features, parapet walls, the curbs of the Non-enclosed Areas, the reinforced concrete parapet walls on the Roof Floor between the flat roof forming part of the Residential Common Areas and the roofs forming parts of the Flats and the windows and window frames of the Common Areas, but excluding the Signage Area(s), the internal surface of the concrete walls facing the Flats, doors to the Flats and the glass parapets/balustrade/fences of the Non-enclosed Areas, the glass parapets/balustrade/fences of the flat roofs and roofs of the Flats and the finishes of the internal surfaces of the said reinforced concrete parapet walls facing the said roofs forming parts of the Flats.

“Fire Safety Management Plan”

The fire safety management plan and measures relating to Flats with Open Kitchen defined in Clause (19) of Section IX hereof required to be implemented by the Buildings 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.

“Flat”

A unit (including the balcony and/or utility platform thereof (if any) and, where applicable, the plaster and other internal covering of the External Walls enclosing the Flat and the plaster and covering of the internal surface of other enclosing walls abutting on the Common Areas enclosing the Flat (but not any other part of those walls), all internal walls of the Flat, in the case of a party wall adjoining two Flats only up to the mid point of such party wall, doors to and of the unit, the fire safety provisions within Flats with Open Kitchen (if any), the air-conditioning platforms and/or the flat roofs and/or the roofs thereof (if any) including swimming pool and Jacuzzi (if any) pertaining thereto, and those glass parapets/balustrades/fences thereof not forming part of the Residential Common Areas (if any), those glass parapets / balustrade / fences of the Non-enclosed Areas not forming part of the Residential Common Areas (if any), and the finishes of the internal surfaces of the reinforced concrete parapet walls on the Roof Floor referred to in the definition of “External Wall(s)” in this Recital facing the roof(s) of the Flat, the openable windows (consisting of the glass panel, the whole of the window sash, hinges, locksets and/or handles and sealant around the window sash) of the Flat) in the Residential Accommodation intended to be used for private residential occupation in accordance with the Approved Plans and the units are set out in the First Schedule hereto BUT EXCLUDING all structural walls, columns, beams, slabs (save and except the reinforced concrete roof slabs above the internal staircases from 29<sup>th</sup> Floor to Roof Floor of Flats A and B on 28/F & 29/F) and other structural elements and supports of the Residential Accommodation.

“General Rules” and “Carpark Rules”

The respective rules and regulations governing the Development and/or the Carpark from time to time in force as provided herein.

“Government”	The Government of The Hong Kong Special Administrative Region.
“Green and Innovative Features”	The green and innovative features in the Development as shown on the plans certified as to their accuracy by or on behalf of an Authorised Person attached hereto and marked “U.P.” or “BAL.” which are exempted from the calculation of gross floor area or site coverage or both by the Building Authority and the Director of Lands.
“Land”	All that piece or parcel of land registered in the Land Registry as Kowloon Inland Lot No.11210.
“maintain”	Unless otherwise specified, includes but not limited to inspection and testing by the Manager or experts appointed by the Manager, repair, uphold, support, rebuild, renovate, overhaul, pave, purge, scour, cleanse, empty, amend, keep, replace, paint, decorate and improve and provide for such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and the expression “maintenance” shall be construed accordingly.
“Maintenance Manual(s) for Slopes and Retaining Walls ”	The maintenance manual(s) for the Slopes and Retaining Walls (if any) prepared in accordance with Geoguide 5 – Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time and approved by the relevant Government Departments).
Maintenance Manual for the Works and Installations	The maintenance manual in respect of the Works and Installations.
“management”	All or any of the activities normally associated with management including but not limited to operation, servicing, cleaning, enhancement, maintenance, repair, renovation, decoration, landscaping, improvement, replacement, security, insurance and all duties and obligations to be performed and observed by the Manager as herein provided and “manage” shall be construed accordingly.
“Management Expenses”	The costs, charges and expenses necessarily and reasonably incurred in the management of the Development provided in this Deed which, except for the purpose of Clause (1) of Sub-Section (C) of Section V hereof, shall include the Manager's Remuneration.
“Management Funds”	All monies recovered or held by the Manager pursuant to this Deed except only the Manager's Remuneration and for the avoidance of doubt shall not include the Special Fund.
“Management Share”	Any one of the Management Shares.
“Management Shares”	The shares or units allocated to the Units for the purpose of sharing of and contributing towards the Management Expenses by the Owners as set out in the Part II of the First Schedule hereto.
“Manager”	[                                        ] Limited or any other manager for the time being appointed as manager of the Development pursuant to the provisions of this Deed.
“Manager's Remuneration”	The remuneration of the Manager as provided herein.

“Month/month”	A calendar month.
“Motorcycle Parking Spaces”	The Commercial Motorcycle Parking Spaces and the Residential Motorcycle Parking Spaces, and a Motorcycle Parking Space shall mean a motorcycle parking space of the Commercial Motorcycle Parking Spaces or the Residential Motorcycle Parking Spaces.
“Non-enclosed Areas”	The balconies and the covered areas beneath the balconies and the utility platforms and the covered areas underneath the utility platforms.
“Occupation Permit”	A temporary or permanent occupation permit issued by the Building Authority in respect of the Development.
“Owner”	A person who for the time being appears from the records at the Land Registry to be the owner of an Undivided Share and a registered mortgagee in possession of such Undivided Share.
“Owners’ Committee”	A committee of all the Owners of the Development established under the provisions of this Deed.
“Owners' Corporation”	An Incorporated Owners of the Development registered under Section 8 of the Building Management Ordinance (Cap.344).
“Residential Accommodation”	Those parts of the Development erected or in the course of erection on the Land intended for residential use in accordance with the Approved Plans.
“Residential Car Parking Space(s)”	Those parking space(s) provided in the Development for the parking of motor vehicles belonging to the residents of Residential Accommodation and their bona fide guests, visitors or invitees pursuant to Special Condition No.(23)(a)(i) of the Conditions and which, for the avoidance of doubt, shall include Disabled Parking Space for the Residential Accommodation.
“Residential Common Areas”	Those areas as shown and coloured Yellow and Yellow hatched Black on the plans certified as to their accuracy by or on behalf of the Authorised Person and annexed hereto which include (but not limited to) the lifts, lift lobbies and lift pits, lift shafts, stairways, staircases and landings, corridors, one loading and unloading space serving the Residential Accommodation provided pursuant to Special Condition (24)(a)(i) of the Conditions, the Visitors’ Parking Spaces, residential entrance lobby, farm and flat roof(s) on 2 <sup>nd</sup> Floor, female changing room, male changing room, gym room, disabled lavatory and function rooms on 3 <sup>rd</sup> Floor, filtration plant room, planters, pools, maintenance void underneath pool shown on the 2 <sup>nd</sup> Floor Plan of the said plans, the Club House, mail box area, telecommunications and broadcasting room, A.H.U. room, podium garden on 4 <sup>th</sup> Floor (including the covered landscaped area), disabled lift platform, top of disabled lift platform, electrical room, hose reels, refuse rooms, cable duct rooms, electrical meter rooms, water meter cabinets, pipe ducts, vent ducts, cable ducts, the refuge floor (i.e. 11 <sup>th</sup> Floor), drencher pump room, A/C platforms, fan room for refuse rooms, upper part of fan room, covers of balconies and utility platforms, lift machine room, roofs, architectural features and flat roofs of the Residential Accommodation, those parts of the External Walls at and above the transfer plate level of the Development and also portions of the External Walls below the transfer plate level which portions are for the purpose of identification shown and coloured Yellow on the elevation plans annexed hereto and any other area serving the Residential Accommodation and not intended to be exclusively used by any one of the Owners of the Flats, and

any area designated by the Manager in accordance with Clause (1)(am) of Subsection B of Section V hereof or by the Registered Owner in accordance with Clause (9)(a)(vii) of Section I hereof, but not further or otherwise, to be Residential Common Areas, PROVIDED THAT, where appropriate, if (a) any parts of the Residential Accommodation covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in the Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas but shall not include the Carpark Common Areas, the Commercial Common Areas, the Development Common Areas and those areas held or intended to be held with a Flat.

“Residential Common Facilities”

The facilities serving the Residential Accommodation and not intended to be exclusively used by any one of the Owners of the Flats including (but not limited to) :-

- (a) the sewers, drains, water courses, pipes, gutters, wires, cables, water tanks and other services facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Development through which water, sewage, gas, fire services installation, electricity and any other services are supplied to the Residential Accommodation or any part or parts thereof;
- (b) the gondola and all the facilities in the refuge floor, pump rooms, Club House, lift shaft, filtration plant room and lift machine rooms and lift pits, T.B.E. room (domestic), A.H.U. room and fan rooms in the Residential Accommodation;
- (c) all facilities serving only the Visitors’ Parking Spaces, loading and unloading space pursuant to Special Condition No.(24)(a)(i) of the Conditions;
- (d) all other facilities and systems designated by the Manager in accordance with Clause (1)(am) of Subsection B of Section V hereof, but not further or otherwise, to be Residential Common Facilities; and
- (e) all other facilities to be designated by the Registered Owner in accordance with Clause 9(a)(vii) of Section I hereof to be Residential Common Facilities

but excluding the Carpark Common Facilities, the Commercial Common Facilities and the Development Common Facilities.

“Residential Motorcycle Parking Space(s)”

The parking space(s) provided in the Development pursuant to Special Condition No.(23)(d)(i)(I) of the Conditions for the parking of motorcycles belonging to residents of the Flats, their bona fide guests, visitors or invitees.

“Shop(s)”

Those Unit(s) of and in the Commercial Accommodation intended to be used for commercial purpose in accordance with the Approved Plans or any Sub-Deed.



“Signage Area(s)”	The signage areas and/or portions of the external parts of the Commercial Accommodation reserved for advertising and logo signage and are for the purpose of identification only shown and marked “SIGNAGE AREAS NO.1”, “SIGNAGE AREAS NO.2”, “SIGNAGE AREAS NO.3”, “SIGNAGE AREAS NO.4” and “SIGNAGE AREAS NO.5” respectively and coloured Indigo on the elevation plan(s) (certified as to their accuracy by or on behalf of an Authorized Person) annexed hereto.
“Slopes and Retaining Walls”	The slopes, slope treatment works, retaining walls or other structures (if any) within or outside the Land and the Development which are required to be maintained and carried out by the Owners under the Conditions and in accordance with the “Geoguide 5-Guide to Slope Maintenance” issued by the Geotechnical Engineering Office, as amended or substituted from time to time.
“Sub-Deed”	A sub-deed of mutual covenant to be entered into between the Registered Owner (in this definition not including its successors and assigns) with other co-owners of the Development after this Deed setting forth the rights and obligations of the Owners of any part or parts of the Development.
“Special Fund”	The special fund established and maintained by the Manager pursuant to Clause (12) in Subsection (D) of Section V of this Deed.
“Undivided Share”	Any one of the Undivided Shares.
“Undivided Shares”	All those 7,464 equal undivided parts or shares of and in the Land and the Development as set out in Part I of the First Schedule hereto.
“Unit”	A Flat, a Residential Car Parking Space, a Residential Motorcycle Parking Space, a Commercial Car Parking Space, a Commercial Motorcycle Parking Space, the Commercial Accommodation and/or any other part of the Development (as the case may be) to which a certain number of the Undivided Shares have been or may be allocated save and except the Common Areas and Common Facilities and shall have the same definition as “flat” under the Building Management Ordinance (Cap.344).
“Visitors' Parking Space(s)”	The visitors’ parking spaces provided in the Development for the parking of private motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Flats pursuant to Special Condition No.(23)(a)(iii) of the Conditions and which, for the avoidance of doubt, shall include one of the spaces reserved or designated for the parking of motor vehicles by disabled persons pursuant to Special Condition No.(23)(c)(i)(IV) of the Conditions and marked “V1” on the Basement 1 Plan (certified as to its accuracy by or on behalf of the Authorised Person) annexed hereto.
“Works and Installations”	The major works and installations in the Development as set out in the Second Schedule hereto, which require regular maintenance on a recurrent basis.
Singular includes plural	In this Deed references to the singular shall include the plural and vice versa and references to the masculine, feminine or neuter gender shall include others of them.
The Land	(2) Immediately prior to the assignment (hereinafter recited) to the First Purchaser, the Registered Owner was the registered owner of the Land

held under the Conditions Subject to payment of the Government rent and to the observance and performance of the terms and conditions therein reserved and contained.

- The Development (3) The Registered Owner has developed or is in the course of developing the Land in accordance with the Approved Plans and has constructed or is in the course of constructing on the Land the Development.
- Division of Undivided Shares in the Land and the Development (4) For the purposes of sale the Land and the Development have been notionally divided into 7,464 Undivided Shares which have been allocated in manner set out in the First Schedule hereto.
- Assignment to First Purchaser (5) By an Assignment (hereinafter called "the said Assignment") of even date and made between the Registered Owner of the one part and the First Purchaser of the other part the Registered Owner assigned unto the First Purchaser All That the estate right title benefit and interest of and in All Those [ ] equal undivided 7464<sup>th</sup> parts or shares of and in the Land and the Development together with the full and exclusive right and privilege to hold use occupy and enjoy All That Flat [ ] on the [ ] Floor of the Development.
- Purpose of this Deed (6) The parties hereto have agreed to enter into this Deed for the purposes of making provision for the management of the Land and the Development, and of defining and regulating the rights, interests and obligations of the Owners in respect of the Land and the Development.
- Approval of Director of Lands (7) The Director of Lands has given his approval to the terms of this Deed.

NOW THIS DEED WITNESSETH as follows :-

#### SECTION I

- The Registered Owner to have exclusive use of the Development except only Flat [ ] on [ ] Floor and the Common Areas (1) The Registered Owner shall at all times hereafter subject to and with the benefit of the Conditions insofar as they relate thereto have the full and exclusive right and privilege to hold use occupy and enjoy All the Development save and except only (a) the said Flat [ ] on the [ ] Floor of the Development assigned to the First Purchaser and (b) the Common Areas and Common Facilities and Subject to the easements, rights and privileges granted to the First Purchaser by the said Assignment and this Deed Together with the appurtenances thereto and the entire rents and profits thereof.
- First Purchaser to have exclusive use of Flat [ ] on the [ ] Floor (2) The First Purchaser shall at all times hereafter subject to and with the benefit of the Conditions insofar as they relate thereto have the full and exclusive right and privilege to hold use occupy and enjoy All That the said Flat [ ] on the [ ] Floor of the Development Together with the appurtenances thereto and the entire rents and profits thereof.
- Use of Common Areas (3) (a) The Development Common Areas shall be deemed to be common areas for the benefit of the Owners of the Development which areas may, subject to the provisions hereof, be used by each Owner in common with all the Owners or residents or occupiers for the time being of the Development or any part thereof for all purposes connected with the proper use and enjoyment of their respective parts of the Development.

- (b) The Residential Common Areas shall be deemed to be common areas for the benefit of the Owners of the Residential Accommodation which areas may, subject to the provisions hereof, be used by each Owner of the Residential Accommodation in common with all the Owners or residents or occupiers for the time being of the Residential Accommodation or any part thereof for all purposes connected with the proper use and enjoyment of their respective parts of the Residential Accommodation.
- (c) The Carpark Common Areas shall be deemed to be common areas for the benefit of the Owners of the Car Parking Spaces or the Motorcycle Parking Spaces which areas may, subject to the provisions hereof, be used by each Owner of the Car Parking Spaces or the Motorcycle Parking Spaces in common with all the Owners or occupiers for the time being of the Car Parking Spaces or the Motorcycle Parking Spaces or any part thereof for the all purposes connected with the proper use and enjoyment of their respective Car Parking Spaces or the Motorcycle Parking Spaces.
- (d) The Commercial Common Areas shall be deemed to be common areas for the benefit of the Owners of the Commercial Accommodation which areas may, subject to provisions hereof, be used by each Owner of the Commercial Accommodation in common with all the Owners or occupier for the time being of the Commercial Accommodation or any part thereof for all purposes connected with the proper use and enjoyment of their respective parts of the Commercial Accommodation.
- Easements rights and privileges of Owners (4) Each Undivided Share in the Land and the Development and the full and exclusive right and privilege to hold use, occupy and enjoy any part of the Development shall be held by the person or persons from time to time entitled thereto and subject to and with the benefit of the easements, rights, privileges and obligations contained in this Deed.
- Owners bound by covenants etc. (5) The Owners shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained in this Deed and the benefit and burden thereof shall be annexed to every part of the Land and the Development and the Undivided Share or Undivided 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 these presents.
- Rights of Owners to assign etc. (6) Subject to Special Condition No.(27) of the Conditions, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Undivided Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, let, license or otherwise dispose of or deal with his share or interest in the Land and the Development PROVIDED THAT any such transaction shall be expressly subject to the terms of this Deed.
- No Right to enjoyment of the (7) The right to the exclusive use occupation and enjoyment of any part of the Land or the Development shall not be sold, assigned, mortgaged, charged

Land be dealt with separately from Undivided Shares	or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS that the provisions of this Clause shall not extend to leases or tenancies.
Comply with the Conditions	(8) Each and every Owner (including the Registered Owner) and the Manager shall comply with the terms of the Conditions so long as they remain as Owner and Manager respectively.
Rights and Privileges reserved to the Registered Owner	<p>(9) (a) There are reserved unto the Registered Owner (in this clause not including its successors and assigns) the following rights and privileges for so long as it remains the beneficial owner of any Undivided Shares:-</p> <p style="margin-left: 40px;">(i) The Registered Owner its contractors servants agents or other persons authorized by it shall have the right at all reasonable times to enter into and upon all parts of the Land and the Development with all necessary equipment plant and materials for the purpose of completing at the cost of the Registered Owner the construction of the Development in accordance with the Approved Plans and may carry out works in under on or over the Land and the Development as it sees fit. The Registered Owner in pursuance of any works shall notify the Owners, their servants, agents or licensees in writing as to the areas or parts of the Land and the Development that the Owners may or may not use while such works are being carried out Provided that :-</p> <p style="margin-left: 80px;">(a) the Registered Owner shall have no right to enter into those parts of the Development already assigned or exclusively owned by other Owners;</p> <p style="margin-left: 80px;">(b) the Registered Owner shall at its own expense make good all damage caused to other Owners as a result of the exercise of the rights under this sub-clause;</p> <p style="margin-left: 80px;">(c) the Registered Owner shall ensure that such works shall be carried out without any delay and negligence and the least disturbance and inconvenience will be caused;</p> <p style="margin-left: 80px;">(d) the Owners' rights to hold, use, occupy and enjoy their Units shall not be adversely affected or interfered; and</p> <p style="margin-left: 80px;">(e) access to and from the Units shall not be impeded or restricted.</p> <p style="margin-left: 40px;">(ii) The right to change, amend, vary, add to or alter the Approved Plans existing at the date hereof 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 approval of the Director of Lands and all other relevant Government Authorities Provided that any such addition to, change, amendment, variation or</p>

alteration of the Approved Plans aforesaid shall not affect the rights and interest of the Owners in the enjoyment of their Units And Provided that the exercise of the right under this sub-clause shall not interfere with the Owner's right to hold, use, occupy and enjoy the Unit(s) owned by him or impede or restrict the access to and from the Unit(s) or affect an Owner's rights and interest in the Development Provided that any benefit, concession or compensation whether monetary or otherwise acquired shall be accrued to all Owners or the Owners concerned and Provided Further that the exercise of such right shall be restricted to Units which have not been sold or assigned by the Registered Owner and Provided Further That the exercise of such right shall not affect the Common Areas without the prior written approval by a resolution of Owners at an Owners' Meeting convened under this Deed.

- (iii) Without prejudice to and without affecting the rights and entitlements set out in Clause 9(a)(xi) hereof, subject to the prior written approval by a resolution of Owners at an Owners' Meeting convened under this Deed to the exercise of the following right, the right to install on or affix to the Common Areas such chimneys, flues, pipes, conduits, aerials, plant, machinery, and other apparatus signs placards posters and other advertising structures whatsoever (illuminated or not) as the Registered Owner think fit together with the right to remove repair maintain service or replace the same, subject to the Conditions and the approval of relevant Government Authorities if required by legislation Provided that all income arising from exercising the rights under this clause shall be credited to the Special Fund Provided further that nothing shall be installed or affixed pursuant to this clause except for the common use and enjoyment of all the Owners and any such chimneys, flues, pipes, conduits, aerials, plant, machinery, and any such other apparatus signs placards posters and other advertising structures whatsoever (illuminated or not) as aforesaid or the exercise of the aforesaid right by the Registered Owner under this Clause (9)(a)(iii) shall not affect the enjoyment of the Development by the other Owners or the occupiers of the Units owned by such Owners and shall not interfere with or affect the exclusive use and enjoyment by the other Owners of the Units owned by them or the occupiers of such Units and that the Registered Owner shall cause the least disturbance and at its own expense make good any damage caused thereby.
- (iv) The right to apply to, negotiate and agree with the Government and/or other persons and to execute licence agreements, wayleave agreements or other necessary documents for the purpose of obtaining or renewing or granting any licences, wayleave, rights of way or other rights or easements over Government land and the Land and other land or either of them as the Registered Owner may consider necessary for the Development without the necessity of making any other Owner a party thereto

Provided that the exercise of the right under this sub-clause shall be subject to the prior approval by a resolution of the Owners at an Owners' Meeting and shall not interfere with the Owner's right to hold, use, occupy and enjoy the Unit(s) owned by him or impede or restrict the access to and from the Unit(s) or adversely affect an Owner's rights and interest in the Development

Provided that the exercise of the rights stated in this sub-clause shall not contravene the provisions of the Conditions and any payment received relating to the right to grant rights over any part of the Land to owners of the land adjoining the Land shall be credited to the Special Fund.

- (v) Subject to the 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 to amend vary or modify the Conditions or any conditions thereof in such manner as the Registered Owner may deem fit Provided that the exercise of the right under this sub-clause shall not interfere with the Owner's right to hold, use, occupy and enjoy the Unit(s) owned by him or impede or restrict the access to and from the Unit(s) or adversely affect an Owner's rights and interest in the Development and if the amendment, variation or modification of the Conditions or any condition thereof involves change of user of any part of the Development, the exercise of such right shall be restricted to Units which have not been sold or assigned by the Registered Owner Provided further that the Registered Owner shall be fully responsible to the exclusion of other Owners for any relevant premium or premia (if any) payable to the Government including administrative fees unless such amendment, variation or modification of the Conditions is required by the Government or for the benefit of all the Owners of the Development.
  
- (vi) Subject to the prior written approval of the Owners at an Owners' meeting convened under this Deed and for the purpose of supplying services to the Land only, the right and full power at all times hereafter to enter into and upon all parts of the Land (including but not limited to the roofs and flat roofs) other than those parts of which the exclusive rights to use have been assigned to individual Owners with all necessary equipment plant and materials and to construct install erect place complete and maintain thereon or thereupon aerial and/or dish installation apparatus structures and/or other equipment relating to the broadcasting and/or reception of cable and/or satellite television and/or any other telecommunication systems and may for such purpose carry out all such works as it may from time to time see fit Provided That any payment received therefrom shall be credited to the Special Fund. The right of the Registered Owner to enter the Land to carry out such works shall extend equally to all necessary contractors agents workers and other persons authorized by the Registered Owner. The Registered Owner in pursuance

of such work may from time to time issue in writing to the Owners instructions as to the areas or parts of the Land that the Owners their servants or agents or licensees may or may not use or have access to or over while such works are being carried out Provided that :-

- (a) the Registered Owner shall have no right to enter into those parts of the Development already assigned or exclusively owned by other Owners without obtaining those Owners' consent (consent shall not be unreasonably withheld or delayed);
  - (b) the Registered Owner shall at its own expense make good all damage caused to other Owners as a result of the exercise of the rights under this sub-clause;
  - (c) the Registered Owner shall ensure that such works shall be carried out without any delay and negligence and the least disturbance and inconvenience will be caused;
  - (d) the Owners' rights to hold, use, occupy and enjoy their Units shall not be affected; and
  - (e) access to and from the Units shall not be impeded or restricted.
- (vii) Subject to the approval of a resolution of Owners at an Owners' meeting convened under this Deed and the relevant Government authorities (if necessary), the full right and power to designate and declare by deed or in writing, any area or part or parts of the Land or the Development owned by the Registered Owner to be additional Commercial Common Areas or Commercial Common Facilities or Residential Common Areas or Residential Common Facilities or Development Common Areas or Development Common Facilities or Carpark Common Areas or Carpark Common Facilities if and only if such area or part or parts shall be for the beneficial use of all the relevant Owners, but not further or otherwise, whereupon, with effect from such designation or declaration, such area or part or parts shall form part of the Commercial Common Areas or Commercial Common Facilities or Residential Common Areas or Residential Common Facilities or Development Common Areas or Development Common Facilities or Carpark Common Areas or Carpark Common Facilities (as the case may be) and the relevant Owners shall contribute to the maintenance and upkeep of such area or part or parts which form part of the Commercial Common Areas or Commercial Common Facilities or Residential Common Areas or Residential Common Facilities or Development Common Areas or Development Common Facilities or Carpark Common Areas or Carpark Common Facilities (as the case may be) aforesaid as if they were part of the Commercial

Common Areas or Commercial Common Facilities or Residential Common Areas or Residential Common Facilities or Development Common Areas or Development Common Facilities or Carpark Common Areas or Carpark Common Facilities (as the case may be) provided always that the aforesaid designation or declaration should not interfere with the Owners' right to hold use occupy and enjoy their Units and provided that any designation made shall be irrevocable and permanent and there shall be no redesignation and PROVIDED FURTHER THAT notwithstanding anything herein contained, no such approval by a resolution of Owners shall be required for the designation of any part of the Commercial Accommodation to be additional or part of the Commercial Common Areas and Commercial Common Facilities for the purpose of a Sub-Deed as to the Commercial Accommodation and allocation, reallocation or sub-allocation of Undivided Shares to the Common Areas and Common Facilities by the Registered Owner pursuant to Clause 9(a)(viii) of this Section.

- (viii) Subject to the prior approval of the Director of Lands, the right to adjust and/or allocate and/or reallocate and/or sub-allocate the number of Undivided Shares in the Land and the Development retained by the Registered Owner relating thereto and the manner in which the same shall be notionally divided and the fraction which each such Undivided Share bears to the whole and without prejudice to the generality of the foregoing, the full and unrestricted right to allocate and/or reallocate and/or sub-allocate the Undivided Shares reserved to the Commercial Accommodation as the Registered Owner shall deem fit provided that such adjustment and/or allocation and/or reallocation and/or sub-allocation shall not affect the other Owners' sole and exclusive right and privilege to hold use and occupy their part or parts of the Development or impede or restrict the access to or from such part or parts of the Development and provided also that no such adjustment shall affect such other Owners' rights in the Development.
  
- (ix) Subject to the approval of the Director of Lands unless he is satisfied, upon submission of the draft Sub-Deed to him, that the Sub-Deed relates only to the internal subdivision of an existing Unit (including the Commercial Accommodation) and by the Sub-Deed there will be no alteration to the Common Areas or liability for management or other charges under this Deed and he shall have, in his absolute discretion, waived the requirement of such approval, the right without the necessity of making any Owner entitled to the exclusive use occupation and enjoyment of any Unit a party thereto to enter into a Sub-Deed in respect of any part or parts of the Development held by the Registered Owner for the purpose of sub-dividing and/or partitioning such part or parts of the Development held by the Registered Owner, the Undivided Shares and/or



Management Shares allocated thereto under this Deed and/or defining the exclusive right to hold use and occupy any part or parts thereof in such manner as he shall deem fit and/or making provisions for the management of such part or parts of the Development still held by the Registered Owner and defining the rights and obligations of the Owners thereof and designating the common areas and common facilities AND the right to sell, assign, charge, mortgage or otherwise dispose of or deal with such sub-allocated Undivided Shares together with the exclusive right to hold use and occupy any part or parts of the Development relating thereto Provided That such Sub-Deed shall not conflict with the provisions of this Deed or affect the rights, interests or obligations of the other Owners bound by this Deed and any other previous Sub-Deed.

- (x) The right to install on or affix to the Commercial Accommodation or any part or parts thereof owned by the Registered Owner signs placards posters and other advertising materials and structures whatsoever for the purpose of promoting the sale and/or lease of any part or parts of the Development provided that the exercise of such right shall not unreasonably interfere with or affect the exclusive use and enjoyment by the other Owners of the Units owned by them or the occupiers of such Units and the Registered Owner shall cause the least disturbance and at its own expense make good any damage caused thereby and no provision of this Deed shall exclude the Registered Owner's liability for damage or loss caused to any Units which have been sold or assigned by the Registered Owner caused by its exercise of the rights under this sub-clause.
  - (xi) The right to change the name of any part or parts of the Development including but not limited to the Commercial Accommodation so long as the Registered Owner is the owner of the whole of the Development or the Commercial Accommodation (as the case may be) PROVIDED THAT no provision of this Deed shall exclude the Registered Owner's liability for damage or loss caused to any Units which have been sold or assigned by the Registered Owner caused by its exercise of the rights under this sub-clause.
  - (xii) The right to alter and demolish any part or parts of the Development provided that the exercise of the right shall be restricted to Units which have not be sold or assigned by the Registered Owner and shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units.
- (b) No Owner including the Registered Owner shall have the right to convert the Common Areas or Common Facilities or any part thereof to his own use or for his own benefit unless approved by the Owners' Committee. Any payment received for such approval shall be credited to the Special Fund. Save and except the right to designate common areas and common facilities in

Clause (9)(a)(ix) of this Section I and in Clause (25) of Section IX of this Deed, no Owner (including the Registered Owner) will have the right to convert or designate any of his own areas as Common Areas or Common Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the Registered Owner) and no Manager will have the right to re-convert or re-designate the Common Areas or Common Facilities to his or its own use or benefit.

- (c) The Owners hereby jointly and severally and irrevocably APPOINT the Registered Owner as their attorney and grant unto the Registered Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the Registered Owner's rights mentioned in Clause (9)(a) of Section I of this Deed with full power of delegation and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant.
- (d) Every assignment of any Unit shall contain a covenant in substantially the following terms : "The Purchaser acknowledges the rights conferred on the Urban Renewal Authority ("URA") under Clause (9)(a) of Section I of a Deed of Mutual Covenant Incorporating Management Agreement dated the [ ] day of [ ]. The Purchaser hereby appoints URA to be its attorney with full power of delegation and grants unto URA the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Purchaser deliver such deed and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on URA as aforesaid with full power of delegation and further agrees to provide that every assignment of the Property by the Purchaser or his nominee or his sub-purchaser shall contain the like authority. This authority is deemed to have been granted jointly and severally by the Purchaser, if the Purchaser consists of more than one person."

SECTION II

EASEMENTS AND OTHER RIGHTS ATTACHED TO UNDIVIDED SHARES IN THE LAND AND THE DEVELOPMENT

- |   |   |
|---|---|
| Owner to have benefit of easements                                      | (1) The Owners of Undivided Shares and Units in the Development shall subject to the Conditions and this Deed have the following easements rights and privileges :-   |
| Right to use Development Common Areas and Development Common Facilities | (a) Full right and liberty for the Owner of a Unit his servants, agents, tenants, lawful occupants and licensees (in common with all persons having the like right) to go, pass and repass over and along the Development Common Areas for all purposes connected with the proper use and enjoyment of his Unit and to use the Development Common Areas and the Development |

		Common Facilities in accordance with the provisions of this Deed.
Right to use Residential Common Areas and Residential Common Facilities	(b)	Full right and liberty for the Owner of a Flat his servants, agents, tenants, lawful occupants and licensees (in common with all persons having the like right) to go, pass and repass over and along the Residential Common Areas for all purposes connected with the proper use and enjoyment of his Flat and to use the Residential Common Areas and the Residential Common Facilities in accordance with this Deed.
Right to use Carpark Common Areas and Carpark Common Facilities	(c)	Full right and liberty for the Owner of a Residential Car Parking Space or a Residential Motorcycle Parking Space his servants, agents, tenants, lawful occupants and licensees (in common with all persons having the like right) to go, pass and repass over and along the Carpark Common Areas for all purposes connected with the proper use and enjoyment of his Residential Car Parking Space or Residential Motorcycle Parking Space and to use the Carpark Common Areas and the Carpark Common Facilities in accordance with this Deed and full right and liberty for the Owner of a Commercial Car Parking Space or a Commercial Motorcycle Parking Space his servants, agents, tenants, lawful occupants and licensees (in common with all persons having the like right) to go, pass and repass over and along the Carpark Common Areas for all purposes connected with the proper use and enjoyment of his Commercial Car Parking Space or Commercial Motorcycle Parking Space and to use the Carpark Common Areas and the Carpark Common Facilities in accordance with this Deed.
Right to support	(d)	The Owner of a Flat shall have the right to subjacent and lateral support from other parts of the Residential Accommodation in which the Flat is situate and all Owners of Units shall have the right to subjacent and lateral support from all other parts of the Development.
Passage of water etc.	(e)	The free and uninterrupted passage and running of water, sewage, gas, electricity and other services from and to the Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Land and the Development for the proper use and enjoyment of the Unit.
Right to enjoy recreational facilities	(f)	Full right and liberty for the resident of a Flat and his bona fide visitors to use, the Club House and other recreational facilities, if any, (in common with all other persons having the like right) of the Development subject to the General Rules provided herein.
Right to go through the Carpark Common Areas	(g)	Full right and liberty for the Owner of a Flat his bona fide guests, visitors and invitees, and his servants, agents, tenants, lawful occupants, contractors, workers and licensees (in common with all persons having the like right) to go, pass and repass over and along the Carpark Common Areas to use the Visitors' Parking Spaces, and the loading and unloading spaces provided pursuant to Special Condition No.(24)(a)(i) of the Conditions and to use the refuse storage & material recovery chamber in accordance with the provisions of this Deed and full right and liberty for the Owner of a Shop or any part of the Commercial

Accommodation his servants, agents, tenants, lawful occupants, contractors, workers, and licensees (in common with all persons having the like right) to go, pass and repass over and along the Carpark Common Areas to use the loading and unloading spaces provided pursuant to Special Condition No.(24)(a)(iii) of the Conditions and to use the refuse storage & material recovery chamber in accordance with the provisions of this Deed.

Right to use  
Commercial Common  
Areas and  
Commercial Common  
Facilities

- (h) Full right and liberty for the Owner of a Shop, Signage Area or any part of the Commercial Accommodation, his servants, agents, tenants, lawful occupants and licensees (in common with all persons having the like right) to go, pass and repass over and along the Commercial Common Areas for all purposes connected with the proper use and enjoyment of his Shop, Signage Area or such part of the Commercial Accommodation owned by him and to use the Commercial Common Areas and the Commercial Common Facilities in accordance with this Deed.

Right to go pass  
Residential Common  
Areas

- (i) Full right and liberty for the Owners of the Commercial Accommodation, their servants and agents to go, pass and repass over and along the Residential Common Areas for the purposes of gaining access to and from the Owners' Corporation's office on the 2<sup>nd</sup> Floor and the T.B.E. room (non-domestic) on the 3<sup>rd</sup> Floor of the Development.

Right to enter and  
repair or maintain

- (2) The Owner of Undivided Shares and Units in the Development his servants agents workmen or contractors shall have the right by prior appointment with the Owner or occupier of the Unit adjacent thereto or immediately above or beneath ("the Other Unit") enter upon the Other Unit with or without tools or equipment for the purpose of reasonable repair or maintenance of the part of the drainage serving his Unit exclusively but only accessible from the Other Unit Provided That :-
- (a) a written request from the Owner exercising the right under this Clause (2) ("the Relevant Owner") setting out the nature of the repair and maintenance to be carried out and the estimated time of such work shall be given to the Owner and the occupier of the Other Unit;
- (b) the Relevant Owner shall at its own costs and expenses make good all damage caused to the Other Unit, the Owner or occupier thereof or any other person as a result of the exercise of the rights under this Clause (2);
- (c) the Relevant Owner shall ensure that such works shall be carried out without delay or negligence and the least disturbance and inconvenience will be caused; and
- (d) the Relevant Owner shall indemnify the Owner and occupier of the Other Unit against all actions claims demands and proceedings that may be suffered by the Owner or occupier of the Other Unit by reason of the default or negligence or wilful or criminal acts of the Relevant Owner his servants agents workmen or contractors.

- (3) The Owner of Undivided Shares and Units in the Development his servants agents workmen or contractors shall have the right to go pass or repass over and along such part of the Common Areas as the Manager

may designate with or without tools or equipment for the purpose of gaining access to the Development Common Areas for the repair or maintenance of any structure, facilities, equipment or fixtures at the Development Common Areas serving his Unit Provided That :-

- (a) such Development Common Areas are only accessible through such Common Areas;
  - (b) the prior approval by the Manager of such repair or maintenance work at the Development Common Areas has been obtained (which approval shall not be unreasonably withheld by the Manager);
  - (c) the Owner shall at his own costs and expenses make good all damages caused to such Common Areas, other Owners or occupiers of the Development or any other persons as a result of the exercise of the rights under this Clause (3);
  - (d) the Owner shall ensure that the least disturbance and inconvenience will be caused; and
  - (e) the Owner shall indemnify other Owners or occupiers of the Development against all actions claims demands and proceedings that may be suffered by other Owners or occupiers of the Development by reason of the default or negligence of the Owner his servants agents workmen or contractors.
- (4) The Owner of Undivided Shares and Flats his servants agents workmen or contractors shall have the right to go pass or repass over and along such part of the Common Areas as the Manager may designate with or without tools or equipment for the purpose of gaining access to the Residential Common Areas for the repair or maintenance of any structure, facilities, equipment or fixtures at the Residential Common Areas serving his Unit Provided That :-
- (a) such Residential Common Areas are only accessible through such Common Areas;
  - (b) the prior approval by the Manager of such repair or maintenance work at the Residential Common Areas has been obtained (which approval shall not be unreasonably withheld by the Manager);
  - (c) the Owner shall at his own costs and expenses make good all damages caused to such Common Areas, other Owners or occupiers of the Development or any other person as a result of the exercise of the rights under this Clause (4);
  - (d) the Owner shall ensure that the least disturbance and inconvenience will be caused; and
  - (e) the Owner shall indemnify other Owners or occupiers of the Development against all actions claims demands and proceedings that may be suffered by other Owners or occupiers of the Development by reason of the default or negligence of the Owner his servants agents workmen or contractors.
- (5) The Owner of Undivided Shares and the Commercial Accommodation or any part thereof or Shops (if a Sub-Deed for the Commercial

Accommodation shall be entered into) his servants agents workmen or contractors shall have the right to go pass or repass over and along such part of the Common Areas as the Manager may designate with or without tools or equipment for the purpose of gaining access to the Commercial Common Areas or part or parts of the Commercial Accommodation for the repair or maintenance of any structure, facilities, equipment or fixtures at the Commercial Common Areas or such parts or parts of the Commercial Accommodation or serving the Commercial Accommodation Provided That :-

- (a) such Commercial Common Areas or such parts or shares of the Commercial Accommodation are only accessible through such Common Areas;
  - (b) the Owner shall at his own costs and expenses make good all damages caused to such Common Areas, other Owners or occupiers of the Development or any other persons as a result of the exercise of the rights under this Clause (5);
  - (c) the Owner shall ensure that the least disturbance and inconvenience will be caused; and
  - (d) the Owner shall indemnify other Owners or occupiers of the Development against all actions claims demands and proceedings that may be suffered by other Owners or occupiers of the Development by reason of the default or negligence of the Owner his servants agents workmen or contractors.
- (6) The Owner of Undivided Shares and Units in the Carpark his servants agents workmen and contractors shall have the right to go pass or repass over and along such part of the Common Areas as the Manager may designate with or without tools or equipment for the purpose of gaining access to the Carpark Common Areas for the repair or maintenance of any structure, facilities, equipment or fixtures at the Carpark Common Areas serving his Unit Provided that:-
- (a) such Carpark Common Areas are only accessible through such Common Areas;
  - (b) the prior approval by the Manager of such repair or maintenance work at the Carpark Common Areas has been obtained (which approval shall not be unreasonably withheld by the Manger);
  - (c) the Owner shall at his own costs and expenses make good all damages caused to such Common Areas, other Owners or occupiers of the Development or any other persons as a result of the exercise of the rights under this Clause (6);
  - (d) the Owner shall ensure that the least disturbance and inconvenience will be caused; and
  - (e) the Owner shall indemnify other Owners or occupiers of the Development against all actions claims demands and proceedings that may be suffered by other Owners or occupiers by reason of the default or negligence of the Owner his servants agents workmen or contractors.
- (7) Subject to the prior written approval of the Manager (which approval

shall not be unreasonably withheld), the Owner(s) of the External Walls of the Commercial Accommodation and all others authorized by him or them shall, subject to the terms of the Conditions and subject to the prior approval or consent having been obtained from the relevant Government authorities or departments if such approval or consent is required and subject also to compliance with all applicable Building Regulations or any ordinances, legislations and regulations or other permit, consent or requirement from time to time applicable, shall have the right to display, install, erect, affix or permit to be displayed, installed, erected or affixed upon the External Walls of the Commercial Accommodation owned by them logos, signs, posters and advertising signs or structures whatsoever and whether illuminated or not and the right to remove, repair, maintain, service and replace the same PROVIDED ALWAYS THAT the Owners of such External Walls of the Commercial Accommodation shall be responsible for and at their own cost and expense keep and maintain in good condition such External Walls on or to which such logos, signs, posters and advertising signs or structures shall be so displayed, installed, erected or affixed and shall be responsible for and shall indemnify the Manager and all other Owners from all loss, damages, actions, proceedings, claims, demands, costs and expenses arising directly or indirectly from the display, installation, erection, affixing, use or removal of any logos, posters and other advertising signs or structure by him or any defect therein or the non-repair thereof AND PROVIDED FURTHER THAT:-

- (a) No such logos, signs, posters and advertising signs or structures whatsoever shall extend beyond the boundaries of the Commercial Accommodation owned by the Owners;
  - (b) Such logos, signs, posters and advertising signs or structures whatsoever and the installation works relating thereto shall not cause any damage to the Development or cause the maximum loading weight of the relevant part of the Commercial Accommodation to be exceeded or cause any material nuisance to the other Owners and occupiers of the Development or otherwise interfere with the use and enjoyment by such other Owners and occupiers of their Units; and
  - (c) Such Owner(s) of the Commercial Accommodation shall insure and keep insured the logos, signs, posters and advertising signs or structures whatsoever and the installation works relating thereto against third party risks or liability in such sum as the Manager shall require;
- (8) The Registered Owner as the owner of the Commercial Accommodation and the Registered Owner's subsequent purchasers and assignees of the whole of the Commercial Accommodation shall as the owner of the whole of the Commercial Accommodation have the right, to install, exhibit, erect or affix on or within the Commercial Accommodation or any part thereof owned by them any structure, installation, sign, signboard, advertisement or other things and the right to remove, repair, maintain, service and replace the same subject to the terms of the Conditions and subject to the prior approval or consent having been obtained from the relevant Government authorities or departments if such approval or consent is required and subject also to compliance with all applicable Building Regulations or any ordinances, legislations and regulations or other permit, consent or requirement from time to time applicable PROVIDED THAT if the said structure, installation, sign, signboard,

advertisement or things are installed, exhibited, erected or affixed to the External Walls of the Commercial Accommodation, the requirements and conditions in Clause (7) of this Section II shall apply mutatis mutandis AND PROVIDED FURTHER THAT such Owners of the whole of the Commercial Accommodation shall not cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners or occupiers of the Development and such Owners shall be responsible for and at their own cost and expense keep and maintain in good condition any such structure, installation, sign, signboard, advertisement or other things. Such Owners of the whole of the Commercial Accommodation shall be responsible for and shall indemnify the Manager and all other Owners against all loss, damages, actions, proceedings, claims, demands, costs and expenses arising directly or indirectly from the installation, exhibition, erection, affixing, use or removal of any structure, installation, sign, signboard, advertisement or other things by them or any defect therein or the non-repair thereof.

- (9) The Owners of the Signage Areas or any part thereof shall have the exclusive right to use their respective Signage Areas for advertising purposes and for such purpose, subject to the terms of the Conditions, to display, install, erect, affix or permit to be displayed, installed, erected or affixed thereon and thereto, logos, signs, posters and advertising signs or structures whatsoever (whether illuminated or not) and with the right to remove, repair, maintain, service and replace the same subject to the prior approval or consent having been obtained from the relevant Government authorities or departments if such approval or consent is required and subject also to compliance with all applicable Building Regulations or any ordinances, legislations and regulations or other permit, consent or requirement from time to time applicable, and subject also to the prior written approval of the Manager PROVIDED ALWAYS THAT the Owners of the Signage Areas shall be responsible for and at their own cost and expense keep and maintain in good condition their respective Signage Areas on or to which such logos, signs, posters and advertising signs or structures shall be so displayed, installed, erected or affixed and shall be responsible for and shall indemnify the Manager and all other Owners from all loss, damages, actions, proceedings, claims, demands, costs and expenses arising directly or indirectly from the display, installation, erection, affixing, use or removal of any logos, posters and other advertising signs or structure by him or any defect therein or the non-repair thereof AND PROVIDED FURTHER THAT:-

- (a) No such logos, signs, posters and advertising signs or structures whatsoever shall extend beyond the boundaries of the Signage Areas owned by the Owner;
- (b) Such logos, signs, posters and advertising signs or structures whatsoever and the installation works relating thereto shall not cause any damage to the Development or cause the maximum loading weight of the relevant part of the Signage Areas to be exceeded or cause any material nuisance to the other Owners and occupiers of the Development or otherwise interfere with the use and enjoyment by such other Owners and occupiers of their Units; and
- (c) The Owner shall insure and keep insured the logos, signs, posters and advertising signs or structures whatsoever and the installation works relating thereto against third party risks or



liability in such sum as the Manager shall require.

### SECTION III

#### EASEMENTS AND OTHER RIGHTS TO WHICH UNDIVIDED SHARES IN THE LAND AND THE DEVELOPMENT ARE SUBJECT

Owner to hold subject to easement etc.	Easements rights and privileges subject to which each Undivided Share is held :-
Manager's right to enter Units to repair or to abate hazard or nuisance	(1) The Manager shall have full right and privilege at all reasonable times with reasonable notice served to the Owner (except in emergency) with or without agents, surveyors, workmen and others to enter into and upon each Unit (including the flat roofs thereof, if any) for the purposes of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas or Common Facilities or other Owners Provided that the Manager shall ensure that the least disturbance is caused and shall be liable for and shall at his own expense make good any damage caused by the negligent, wilful or criminal acts of the Manager or of the Manager's staff, employees, agents, surveyors, workmen or contractors to the relevant Unit (including the flat roofs thereof, if any) and reinstate the same causing the least disturbance.
Reciprocal easements rights	(2) Easements rights and privileges over along and through each Unit equivalent to those set forth in paragraphs (d) and (e) of Clause (1) and Clause (2) of SECTION II. Subject always to the provisions of the Building Management Ordinance (Cap.344), the Manager shall have full right and authority to control and Manage the Common Areas and the Common Facilities of the Development in accordance with the provisions of this Deed.

### SECTION IV

#### COVENANTS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS

To Notify Manager of change of ownership	(1) Every Owner shall notify the Manager of any change of his ownership within one month from the date of the Assignment in respect thereof.
To discharge taxes etc.	(2) Each Owner shall promptly pay and discharge all taxes, rates, assessments and outgoings of every kind assessed or payable in respect of that part of the Development owned by him and shall indemnify the other Owners from and against all liability therefor.
To pay management fees and expenses	(3) Each Owner (except the Owner of the Common Areas and the Common Facilities) shall pay to the Manager on the due date his due proportion of the Management Expenses attributable to his Unit as herein provided.
No structural alteration which affects other parts of Development	(4) No Owner shall make any structural or other alterations to any part of the Development which may affect damage or interfere with the rights of other Owners and the use and enjoyment of the other Owners of any other part thereof. No provision shall be made preventing an Owner from taking legal action against another Owner in this respect.
No contravention of the Conditions or acts affecting insurance	(5) No Owner shall do or permit or suffer to be done any act or thing in contravention of the Conditions or whereby any insurance on the Development may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this

Clause by any Owner, such Owner shall in addition to any other liability pay the amount of any increase in premium caused by or on account of such breach.

- |   |      |  |
|---|------|--|
| To indemnify other Owners   | (6)  | Each Owner shall indemnify all other Owners and occupiers against any actions, proceedings, claims and demands whatsoever in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any part of the Development owned by him or any person using such part of the Development with his consent expressed or implied arising out of or owing to the defective condition thereof or the overflow of water therefrom.   |
| To be responsible for acts or omissions of occupants                                  | (7)  | Each Owner shall indemnify the other Owners for the acts and omissions of all persons occupying with his consent expressed or implied any part or parts of the Development owned by him and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of such person. In the case of loss or damage which the Manager is responsible to make good or repair pursuant to the Manager's duties, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Development for which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage. |
| No interference with construction or maintenance of the Development                   | (8)  | No Owner shall do or permit or suffer to be done and each Owner will take all possible steps to prevent his tenants, occupiers or licensees from doing any act, deed, matter or thing which in any way interfere with or affects or which is likely to interfere with or affect the construction of any part of the Development at any time in the course of construction or the maintenance of the Development as herein provided.  |
| To keep in good repair  | (9)  | Each Owner shall maintain in good repair and condition to the satisfaction of the Manager that part of the Development in respect of which he is entitled to exclusive possession.   |
| Not to use for illegal or immoral purposes or cause nuisance                          | (10) | No Owner shall use or permit or suffer the part of the Development owned by him to be used for any illegal or immoral purpose nor shall he do cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being.  |
| Use in accordance with the Conditions and Buildings Regulations and other regulations | (11) | No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the terms and conditions of the Conditions and any applicable Building or other Regulations or any Government permit, consent or requirement applicable thereto.  |
| Not to obstruct Common Areas  | (12) | No part of the Common Areas shall be obstructed or incumbered nor shall any refuse or other matter or things be placed or left thereon and no part of the Common Areas shall be used for any business or private purpose and no Owner shall do or suffer or permit to be done anything in the Common Areas which may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Development.   |
| Address for service of  | (13) | All Owners who do not occupy their Unit shall provide the Manager with   |

notices		an address in Hong Kong for service of notices under this Deed.
No right to interfere with Common Facilities	(14)	No Owner shall have the right to alter, repair, connect to or in any other way interfere with or affect the working of the Common Facilities without the previous written consent of the Manager and any Government authorities (if required).
Use of aerials and television antenna	(15)	Subject to the rights of the Registered Owner under Clauses (9)(a)(iii) and (vi) of Section I of this Deed, no Owner shall erect any private aerial and/or television antenna outside any part of his Unit but may connect to the communal aerial and/or television antenna installed in the Development with the permission of the Manager and shall use the same in accordance with any General Rules relating to them.
Signs and structures	(16)	Subject to the rights of the Owners of the Signage Areas and the Owner(s) of the Commercial Accommodation under this Deed and the rights of the Registered Owner under Clauses (9)(a)(iii), (vi) and (x) of Section I above, no signs, signboards, notices, advertisements, flags, banners, poles, cages or other projections, or structures whatsoever extending outside the exterior of the Development or which may be visible from the outside of the Development shall be erected, installed or otherwise.
Not to alter external appearance of Development	(17)	Subject to the right of the Owner(s) of the Commercial Accommodation under this Deed and the right of the Registered Owner under Clauses (9)(a)(iii), (vi) and (x) of Section I above, no Owner shall do or permit to be done any act or thing which may or will alter the external appearance of the Development (including all openable windows) without the prior consent in writing of the Manager and any Government authorities if required.
Not to discard refuse	(18)	No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Development owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the refuse rooms and the refuse storage & material recovery chamber provided for the disposal thereof.
To observe Conditions, this Deed, General Rules and Carpark Rules	(19)	All Owners and occupiers shall at all times observe and perform the Conditions all the covenants, conditions and provisions of this Deed, the General Rules and the Carpark Rules.
Not to cause damage by installation and removal of fixtures	(20)	Each Owner may at his own expense install in the part of the Development owned by him such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any other part of the Development and Provided further that all permits or consents from Government authorities as required in respect of such additions, improvements, or other work have been obtained. In the event that any Owner shall install or erect any addition or improvements without having obtained all necessary permits and consents the Manager shall be entitled to remove the same at the costs of such Owner and the Owner shall indemnify the Manager and all other Owners in respect of any costs, damages, claims or expenses arising out of or in connection with such work.
Hanging of Laundry	(21)	No clothing or laundry shall be hung outside the Flat.
Not to interfere	(22)	No Owner shall do or suffer or permit to be done anything whereby the

- with flushing or drainage systems flushing or drainage system of the Residential Accommodation or any part of the Development may be clogged or the efficient working thereof may be impaired.
- User (23) Subject to Clause (15) of Section IX of this Deed, no Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purpose and no Owner shall use or permit or suffer any part of the Development owned by him to be used for any purpose other than that permitted by the Conditions and the Building Authority and in accordance with any applicable Building or other Regulations or any Government or other permit consent or requirement from time to time applicable thereto and in particular no Owner shall use or permit or suffer any part of the Development to be used as a mahjong school, funeral parlour, coffin shop, temple, Buddhist hall or for the performance of the ceremony known as “Ta Chai ( 打齋 )” or any similar ceremony or as a boarding house, dance hall, music hall, guest house, hotel apartment, hotel, godown, petrol filling station, ballroom, pawn shop or for any offensive trade or business and not to do or cause or permit or suffer to be done any act or thing in his Unit which may be in contravention of the terms and conditions in the Conditions or become a nuisance or annoyance to or cause danger to the other Owners or occupiers for the time being of the Development.
- Recreational Facilities (24) The Club House and other recreational facilities, if any, shall only be used for recreational purposes by the residents of the Residential Accommodation and their bona fide visitors and by no other person or persons whatsoever.
- No use of Roofs (25) No Owner other than the Owner of the roof (including flat roof thereof, if any) or part thereof shall have the right to use the roof (including flat roof thereof, if any) or part thereof (save and except in case of fire and emergency and except roof (including flat roof) forming part of the Common Areas). No Owner (unless such right has been reserved by such Owner under this Deed) shall erect or place or cause or permit to be erected or placed any advertising sign flags or banners on any of the roofs (including flat roofs thereof, if any) or any part thereof. No Owner shall erect any illegal structure on the roofs (including flat roofs thereof, if any) or any part thereof.
- Not to alter the doors and no grilles or Shutters (26) No Owner shall in any way change or alter the design construction and installation of the doors to any Flat (excluding internal doors of the Flat) without the prior written approval of the Manager and except in full compliance and observance of the applicable requirements of all competent authorities and the legal requirements relating thereto and no Owner shall erect affix install or attach or permit or suffer to be erected affixed installed or attached to in or on or at the door or doors or entrance or entrances of any Flat any metal grille or shutter or gate whatsoever and in any event in respect of Units other than a Flat no Owner shall permit or suffer to be erected affixed installed or attached in or on at the entrance or entrances of any Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other authority and/or which may in any way impede the free and uninterrupted passage over through and along any of the Common Areas.
- No advertising or signs (27) Subject to the rights of the Owners of the Signage Areas, the rights of the Owners of the Commercial Accommodation and the rights of the Registered Owner under Clauses (9)(a)(iii) and (x) of Section I and Clauses (7), (8) and (9) of Section II above, no Owner shall erect, affix,

- install, attach or display or permit or suffer the same from any Unit any advertising or other sign.
- Not to store dangerous goods (28) No Owner shall store or permit to be stored in any Flat any hazardous, dangerous or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.
- Repair of services and facilities (29) Each Owner shall in such manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of the other Units at his sole expense repair maintain and keep in good repair and condition the Unit of which he is the owner and its equipment apparatus services and facilities (including all openable windows and doors thereof) and shall when necessary replace any part or parts thereof which require replacement.
- To remove dogs and animals (30) No Owner of any Flat shall bring on to or keep any livestock, birds, poultry, or animals on any part of the Development PROVIDED THAT live poultry, birds or animals may be kept in a Flat unless the same has been the cause of reasonable complaint in writing (in the sole discretion of the Manager) by Owners or occupiers of at least two (2) separate Unit(s). No dog shall be permitted in any part of the Development (except inside a Flat in accordance with this Clause) including but not limited to all lifts unless it is carried or on leash (securely held on a leash of not more than 1.5 meters in length by a person) and is also securely fitted with a muzzle sufficient to prevent it from biting any person.
- Debris Removal Fee (31) In addition to any other sums payable by each Owner under the provisions of this Deed, each Owner before he is given possession of his Flat shall pay to the Manager in respect of each of such Flat a non-refundable sum equivalent to his initial monthly contribution towards the first year's budgeted Management Expenses attributable to such Flat which shall be applied by the Manager towards the costs of removing from the Development any debris or rubbish which may accumulate as a result of the initial fitting-out of such Flat Provided that any surplus which may arise shall be credited to the Special Fund. The Registered Owner shall make the payment described in this Clause (31) in respect of Flats still held by the Registered Owner if the construction of such Flats has been completed and the said Flats remain unsold 3 months after the date of execution hereof or the date when the Registered Owner is in a position validly to assign those Flats (i.e. when the consent to assign or certificate of compliance has been issued), whichever is the later.
- User of car parking spaces (32) The Car Parking Spaces, Motorcycle Parking Spaces and Visitors' Parking Spaces shall not be used for any purpose other than for their respective purposes set out in the Conditions and in particular 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.
- No unlawful parking (33) No Owner shall park a motor vehicle in any part of the Development other than in his own Unit in the Carpark or such part of the Development (if any) designated by the Manager for such purpose.
- Roof and flat roof not to be disposed separately from Unit (34) No Owner of any roof or flat roof or any portion thereof shall assign, mortgage, charge, underlet or part with possession of or otherwise dispose of any Undivided Share allocated to such roof or flat roof or any portion thereof or any interest therein or enter into any agreement so to do without also at the same time assigning, mortgaging, charging, underletting or parting with the possession therewith the right to the exclusive use and

occupation of a Unit adjacent thereto and/or immediately therebelow and the Undivided Shares allocated thereto.

- Works and Installations (35) The Owners shall, subject to the provisions of this Deed, inspect, maintain and carry out at their own expense all necessary works for the maintenance of the Development including the Works and Installations.
- Maintenance of Slopes and Retaining Walls (36) The Owners shall at their own expenses maintain and carry out all works in respect of any and all of the Slopes and Retaining Walls (if any) as required by the Conditions and in accordance with the Geoguide 5-Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Maintenance Manual(s) for the Slopes and Retaining Walls prepared in accordance with Geoguide 5.
- Not to partition (37) No Owner shall partition or make any application for the partitioning of the Land or for the subdivision thereof into two or more sections or subsections.
- Air-conditioning units (38) Subject to the rights of the Registered Owner, no air-conditioning or other units shall without the prior written consent of the Manager be installed through any window or External Walls of the Development other than at places designated for such purpose and at places designated by the Manager for the purpose (including at places at the Residential Common Areas) and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land and the Development Provided That the Owner of the Commercial Accommodation may install air-conditioning plant for the Commercial Accommodation at the high level of the Ground Floor facade of the Development.
- No alteration of sprinkler system etc. without approval (39) No Owner shall make any alteration to or interfere with the sprinkler system (if any) or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap.95) or any by-laws or regulations made thereunder. If any extension of the sprinkler heads and/or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its reasonable discretion think fit.
- Not to lock flat roofs or roofs (40) No Owner shall lock the doors or entrances of any flat roofs or main roof or upper roof of the Development having access to any part of the Common Areas or the Common Facilities.
- Not to install or repair electrical wiring without consent (41) No Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Development save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of the Owner or Owners thereof and in such manner as the Manager shall in its reasonable discretion think fit.
- Not to exceed floor loading (42) No Owner shall place on any part of the floors of the Development any article, machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage

caused thereby to that part of the Development or any fixtures and fittings therein.

Not to erect on  
enclose or partition  
flat roofs, roofs or  
upper roofs, or tops of  
staircase hoods

- (43) No Owner shall without the prior written consent of the Manager and the approval of the Building Authority (if such approval is required) erect or build or suffer to be erected or built on or upon the flat roofs, roofs or upper roofs, or tops of staircase hoods forming part of a Flat any walls, planter walls, windows, gates, doors, curtains, external awnings, canopies, sunshades, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said flat roofs, roofs or upper roofs or tops of staircase hoods will be enclosed or partitioned either in whole or in part and where such installations have been approved in writing by the Manager the same shall be erected in accordance with designs approved by the Manager and in compliance with the Conditions and shall be installed in accordance with the fixing instructions specified by the Manager and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed and shall thereafter be maintained to such standard as may from time to time be laid down by the Manager. The Manager shall have the right to require the relevant Owner to remove from such flat roofs, roofs or upper roofs, or tops of staircase hoods such unauthorised structure or structures at the cost and expense of the defaulting Owner.

Obligations of  
Owners of  
Non-enclosed Areas

- (44) (a) Each Owner of the Non-enclosed Areas shall be responsible for the financial support and maintenance of the Non-enclosed Areas and shall keep the interior of the 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 of the Non-enclosed Areas shall erect, affix or place or cause, permit or suffer to be erected, affixed or placed any structure or partition of any material whether of a permanent or temporary nature on the Non-enclosed Areas or any part thereof.
- (c) No Owner of the balconies forming part of the Non-enclosed Areas shall cause, permit or suffer such balconies or any part thereof or the covered areas beneath such balconies to be enclosed above safe parapet height by any material of whatsoever kind or nature, it being the obligation of such Owner to keep and maintain such balconies in the design and layout as they are shown in the Approved Plans.
- (d) No Owner of the utility platforms or the covered areas under the utility platform forming part of the Non-enclosed Areas shall cause, permit or suffer such utility platforms or any part thereof or the covered areas underneath such utility platforms to be enclosed above safe parapet height other than as under the Approved Plans by any material of whatsoever kind or nature, it being the obligation of such Owner to keep and maintain such utility platforms in the design and layout as they are shown in the Approved Plans.

Restriction on  
alienation of  
Residential Car  
Parking Spaces and

- (45) The Residential Car Parking Spaces and the Residential Motorcycle Parking Spaces shall not be :-
- (a) assigned except

Residential  
Motorcycle Parking  
Spaces

- (i) together with Undivided Shares giving the right of exclusive use and possession of a Flat or Flats; or
- (ii) to a person who is already the Owner of Undivided Shares with the right of exclusive use and possession of a Flat or Flats; or

(b) underlet except to residents of Flats

provided that in any event not more than three in number of the total of the Residential Car Parking Spaces and the Residential Motorcycle Parking Spaces shall be assigned or underlet to the Owner or resident of any one Flat.

Not to alter the  
curtain wall etc.

- (46) No Owner (except the Owners of the Commercial Accommodation and the Owners of the Signage Areas) shall paint, change or alter the roof, flat roof, Non-enclosed Areas, parapet wall, parapet glass/balustrade/fence of the roof or flat roof or the Non-enclosed Areas, planter, platform or window, window frame, curtain wall system, the External Walls or the exterior or outside of any part of the Development or the exterior or outside of any part of any Unit or erect any forecourt entrance gate or fence or do or permit to be done any act or thing which may or will alter the façade or external appearance of the Development or any Unit including the carrying out of any repair or internal decoration or alteration works which affect the planter, roof, flat roof, Non-enclosed Areas, parapet glass/balustrade/fence of the roof or flat roof or Non-enclosed Areas or window (whether openable or not) forming part of the Unit without the prior consent in writing of the Manager Provided that any repair or internal decoration or alternation works relating to the aforesaid part of the Unit as approved by the Manager shall be carried out by the contractor appointed or approved by the Manager at the expense of the Owner of such Unit requiring such works and in such manner as the Manager shall in its absolute discretion think fit.

No burning of leaves,  
waste articles or  
incense or candle

- (47) No Owner shall burn any leaves, waste articles or incense or candle in any part or parts of the flat roof, roof or Non-enclosed Areas, or the Common Areas.

No private use of  
estate management  
staff by Owners

- (48) No Owner shall be entitled to use the services of any caretaker and/or watchman or other staff of the Manager for his own private business or other business save as herein provided.

## SECTION V

### MANAGEMENT OF THE DEVELOPMENT

(A) General

Term of management

- (1) (a) The management of the Development and the Slopes and Retaining Walls (if any) shall be undertaken by the Manager initially for the term of two years from the date hereof and thereafter the Manager shall continue to manage the Development and the Slopes and Retaining Walls (if any) until



its appointment is terminated under this Clause (1). The appointment of the Manager may be terminated as follows:-

- (i) prior to the Owner's Corporation being formed, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of the Owners voting either personally or by proxy in an Owners' meeting and supported by Owners of not less than 50% of the total number of Undivided Shares in aggregate (excluding those allocated to the Common Areas and Common Facilities) and by giving three months prior written notice of termination to the Manager;
- (ii) the appointment is terminated by the Manager by giving not less than three months prior written notice of resignation to the Owners' Committee (or where there is no Owners' Committee, by serving such notice on each of the Owners (by delivering it personally to the Owner, by sending it by post to the Owner at his last known address or by leaving it at the Owner's Unit or depositing it in the letter box for that Unit) and by displaying such a notice in a prominent place in the Development);
- (iii) in the event that the Manager is wound up or has a receiving order made against it; or
- (iv) the appointment is terminated by the Owners' Corporation pursuant to Sub-Clause (b)

Without limiting the generality of Clause (4) of Section IX hereof, but for the avoidance of doubt, no provision of this Deed shall limit the application of Schedule 7 to the Building Management Ordinance (Cap.344) by restricting or prohibiting the termination of the Manager's appointment during the initial period of two years of his appointment. Subject to the provisions of the Building Management Ordinance (Cap.344), the Manager shall have the authority to act for and on behalf of all the Owners in accordance with the provisions of this Deed.

- (b)
  - (i) Subject to Sub-Clauses (b)(viii), at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution passed by a majority of the votes of the Owners voting either personally or by proxy and supported by the Owners of not less than 50% of the Undivided Shares in aggregate (excluding those allocated to the Common Areas and the Common Facilities), terminate by notice the Manager's appointment without compensation.
  - (ii) A resolution under Sub-Clause (b)(i) 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 3 months notice or, in lieu of notice, provision is made for an agreement to be made with the Manager for the 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 14 days after the date of the meeting.
- (iii) Service of the notice and the copy of the resolution required to be served under Sub-Clause (b)(ii)(D) may be effected :-
- (A) personally upon the Manager; or
  - (B) by post addressed to the Manager at his last known address.
- (iv) If a contract for the appointment of a manager other than the Manager named in this Deed contains no provision for the termination of the manager's appointment, Sub-Clauses (b)(i), (ii), (iii) and (viii) of this Clause shall apply to the termination of the manager's appointment as they apply to the termination of the appointment of the Manager named in this Deed. This Sub-Clause shall operate without prejudice to any other power there may be in a contract for the appointment of a manager other than the Manager named herein to terminate the appointment of the manager.
- (v) If a notice to terminate a Manager's appointment is given under this Sub-Clause (b) :-
- (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 (b)(v)(A) 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.
- (vi) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a manager under Sub-Clause (b)(v)(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 that may otherwise render that person liable for a breach of that undertaking or agreement.

(vii) this Sub-Clause (b) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Building Management Ordinance but does not apply to any single manager referred to in that Section.

(viii) For the purposes of Sub-Clause (b)(i) :-

(A) only the Owners of Undivided Shares who pay or who are liable to pay the Management Expenses relating to those Undivided Shares shall be entitled to vote;

(B) the reference in Sub-Clause (b)(i) to "the Owners of not less than 50% of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote.

Manager to observe conditions

(2) The Manager shall be bound by and shall observe and perform all of the conditions, duties and obligations herein provided and shall have all of the rights and privileges herein granted to the Manager.

(B) Powers and Duties of Manager

General duties

(1) Subject as provided in this Deed and the provisions of the Building Management Ordinance (Cap.344), 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 Development and the Slopes and Retaining Walls (if any) and in particular the following :-

Inspection

(a) to inspect at reasonable intervals the Common Areas and the Common Facilities.

Maintenance

(b) to put in hand all works necessary to maintain the Development including the Common Areas and the Common Facilities and the foundation to ensure that the Development is maintained in a good, clean and safe condition.

Owners' and occupiers' obligations to repair

(c) to request all Owners or occupiers of the Units to maintain their respective Units in a satisfactory manner and in the event of default by any such Owners or occupiers, the Manager may (but without being obliged to) put in hand any necessary maintenance in cases of emergency and to recover the cost therefor from the defaulting Owner or occupier.

To maintain exterior

(d) to maintain as appropriate the exterior (including the portions of the External Walls) and the landscaping of the Development which form part or parts of the Common Areas or the Common Facilities at reasonable intervals.

To replace glass, metal grille or shutter or gate	(e) (i) to replace any broken glass in any windows or doors or walls or curtain walls or louvers in the Common Areas.  (ii) to remove metal grille or shutter or gate erected affixed installed or attached in or on or at the entrance or entrances of any Unit which shall in any way contravene this Deed or the regulations of the Fire Services Department or other authorities and/or which may in any way impede the free and uninterrupted passage over through and along any of the Common Areas.
To provide lighting	(f) to keep all the Common Areas well lighted.
To keep good ventilation	(g) to keep in good repair the ventilation of all enclosed Common Areas.
To clean	(h) to keep the Development and all parts thereof which are for the common use or enjoyment by the Owners in a clean sanitary and tidy condition.
To remove refuse	(i) to remove all refuse from the Development and arrange for its disposal at regular intervals and to maintain refuse collection facilities to the satisfaction of the Director of Food And Environmental Hygiene.
To prevent obstruction	(j) to prevent the obstruction of the Common Areas and to remove any obstruction.
To clear sewers	(k) to keep all the common sewers, drains, watercourses and pipes clear.
To keep Common Facilities in good condition	(l) to keep all Common Facilities in good condition and working order.
To keep good repair of lifts and facilities rooms	(m) to maintain and keep in good repair and condition of the lifts, the machine room(s) and meter room(s) in the Development and to replace any part that may require replacement.
To keep plant and machinery and effluent discharge system in working order	(n) to keep all plant, machinery and equipment on or serving the Development including the effluent discharge system in good condition and working order and in accordance with any relevant laws and regulations.
To carry out maintenance works required by the Conditions	(o) if and for so long as may be required by the Conditions, to carry out such maintenance and/or repairing works referred to in the Conditions including but not limited to the maintenance of the Green Area (as defined in the Conditions) together with the Structures (as defined in the Conditions) 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 until such time as possession of the Green Area has been re-delivered to the Government in accordance with the Conditions PROVIDED THAT the Manager shall not be made personally liable for carrying out any such requirements under the Conditions which

shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all the Owners pursuant to the terms of this Deed.

- |   |     |  |
|---|-----|--|
| To maintain the Slopes and Retaining Walls              | (p) | 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 any of the Slopes and Retaining Walls (if any) in compliance with the Conditions and in particular in accordance with the Maintenance Manual(s) for Slopes and Retaining Walls (if any) and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of Slopes and Retaining Walls (if any) (for the purpose of this sub-clause, the reference to “the Manager” shall include the Owners' Corporation, if formed). |
| To prevent obstruction or damage to Government property | (q) | to prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any public roads or Government property and to remove any such matter therefrom.  |
| To remove unauthorized structure                        | (r) | to remove anything erected or installed in contravention of the terms of the Conditions, this Deed and the Approved Plans and to demand and recover from the person responsible for the cost of removal and making good any damage.  |
| To provide fire fighting facilities                     | (s) | to provide and maintain any fire and safety installations as the Manager may deem necessary.   |
| To provide security measures                            | (t) | to provide a security force, watchmen and caretakers and to provide and maintain security installations on and within the Development including administration and other staff to provide efficient management to the Development.   |
| To manage maintain and control traffic                  | (u) | to manage, control and maintain within the Development parking and all forms of traffic management and provide all parking spaces as required by the Conditions.   |
| To install aerials                                      | (v) | to install, maintain and operate wireless or television aerials to serve the Development and subject to the provisions of the Building Management Ordinance (Cap.344) and Clause (15) of Subsection (D) of this Section V and Clause (13) of Section IX of this Deed to enter into contracts with third parties for the supply, installation, maintenance or operation of any system of communal aerial broadcast distribution or satellite master antenna television or telecommunication service for the Development.  |
| To maintain and improve services                        | (w) | Subject to Clause (9) of Subsection (B) of Section V hereof and subject to the approval of the Owners' Committee or the Owners' Corporation (if any), to do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving the Common Facilities and services in or on the Development or for the better enjoyment or use of the Development by its Owners occupiers and their licensees.  |
| To appoint Solicitors                                   | (x) | to appoint solicitors with authority to accept service on behalf of all the Owners of all legal proceedings relating to the  |

		Development or any part thereof (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Government or other authorized officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners 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).
To prevent unauthorized use of the Common Areas	(y)	to prevent any person from occupying or using otherwise than in accordance with the written permission of the Manager or the provisions of this Deed any of the Common Areas.
To comply with statutory requirements	(z)	to take all steps necessary or expedient for complying with the Conditions and any Government requirements concerning the Development.
To prevent breach of Conditions	(aa)	to prevent and to take action to remedy any breach by the Owners or other person of any provisions of the Conditions.
To prevent alteration of the Development etc.	(ab)	to prevent any person detrimentally altering damaging or injuring any part of the Development or the Common Facilities.
To collect monies and pay outgoings	(ac)	to demand collect and receive all amounts payable by the Owners under the provisions of this Deed and to pay and discharge out of the monies so collected all outgoings relating to the management of the Development and the Slopes and Retaining Walls (if any) or incurred by the Manager hereunder.
To insure	(ad)	unless otherwise directed by the Owners' Corporation, to insure and keep insured the Common Areas and the Common Facilities and any part of the Development as the Manager may think fit against loss or damage by fire and such other risks to the full new reinstatement value and to effect insurance covering public liability, occupier's liability and employer's liability in respect of employees employed within or exclusively in connection with the management of the Development in such amounts as the Manager may think fit, such insurance to be in the name of the Manager for and on behalf of the Owners and pay all premiums required to keep such insurance policies in force.
To represent Owners	(ae)	to represent the Owners in all dealings with Government or any utility or other authorities or any other person in relation to the management of the Development.
To commence legal proceedings and to enforce provisions of this Deed	(af)	to commence and defend legal and other proceedings relating to the Development and to enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed and the General Rules and Carpark Rules made hereunder.
To keep account record	(ag)	to keep proper accounts of all expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties herein provided.

- To charge fees for use of Club House (ah) to charge prescribed fee(s) for entry into and/or use of the recreational areas and facilities in or of the Club House or any part or parts thereof of such amount(s) as the Manager shall in its reasonable discretion deem fit. All prescribed fees collected shall form part of the Management Funds for the Residential Common Areas and Facilities.
- To post Unit in default (ai) to post the address of the Unit of any Owner or occupier in default or in breach of the terms and conditions of this Deed together with particulars on the notice boards within the Development.
- To recruit staff (aj) to recruit and employ only such staff as may from time to time be necessary to enable the Manager to comply with its duties hereunder on such terms, including the provisions of provident or retirement fund, as the Manager shall in its absolute discretion decide and to provide uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.
- To manage and control parking (ak) to manage and control within the Development the parking of all cars and vehicles and to impound and/or remove any car or other vehicles parked in any area not reserved for parking or in the Visitors' Parking Spaces without the consent of the Manager and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of the same and the Manager shall have power to prescribe charges for the use of Visitors' Parking Spaces Provided that any charges for the use of Visitors' Parking Spaces shall be credited to the management account for the benefit of all the Owners of the Residential Accommodation and shall form part of the Management Funds .
- To keep plans showing the Common Areas (al) to obtain from the Registered Owner and keep in the Manager's office plans certified as to their accuracy by or on behalf of the Authorised Person showing the Common Areas and to allow the Owners to inspect the same free of costs and charges during normal office hours.
- To define Common Areas and the Common Facilities (am) subject to the approval by a resolution of Owners at an Owners' Meeting convened under this Deed and the relevant Government authorities, to designate the areas and facilities intended for the common use and enjoyment of the Owners, residents or occupiers for the time being of the Development not already defined under the provisions of this Deed into the appropriate categories of Common Areas and Common Facilities Provided that the Owners' right to enjoy their Units should not be affected and Provided that the Manager shall have no right to redesignate such Common Areas and Common Facilities to its own use and benefit.
- To engage professionals, contractors, etc. (an) subject to Clause (14) of Subsection (D) of this Section V, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants and to do all such things as are reasonably incidental to the

management of the Development.

- |   |      |  |
|---|------|--|
| To prevent overloading                                  | (ao) | to prevent any person from overloading the floors or lifts or any of the electrical installations and circuits or any of the mains or wiring of or in the Development or any part or parts thereof.  |
| To provide festival decorations                         | (ap) | to provide such Chinese New Year, Christmas and other festival decorations for the Development as the Manager shall in his reasonable discretion consider desirable.   |
| To keep access for the Fire Services appliances clear   | (aq) | to keep the means of access for the passage of Fire Services appliances and Fire Services personnel free from obstruction.   |
| To maintain fire fighting appliances                    | (ar) | to maintain the fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipments in good condition.   |
| To maintain and operate recreational facilities         | (as) | to maintain the recreational facilities and facilities ancillary thereto within the Development including the Club House in good and substantial repair and condition and shall operate the recreational facilities and the Club House to the satisfaction of the Director of Lands in compliance with Special Condition No.(14) of the Conditions.  |
| To remove dogs and animals                              | (at) | to remove any dog, live poultry or other animals in any part of the Development if the same shall be kept in breach of any provision of this Deed.   |
| To enter into any Units for the purpose of repair, etc. | (au) | to enter into on reasonable notice (except in an emergency), any Unit (including the flat roof thereof, if any) for the purpose of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas or Common Facilities or other Owners and to repair at the Manager's own costs and expense any damage caused by the negligent, wilful or criminal acts of the Manager or the Manager's employees or contractors.  |
| To grant licences                                       | (av) | subject to the rights of the Registered Owner under Clause (9)(a) of Section I and also subject to the approval by a resolution of Owners at an Owners' meeting convened under this Deed, to grant licences to other person or persons to use such of the Common Areas and the Common Facilities and on such terms and conditions and for such consideration as the Manager shall in its absolute discretion think fit PROVIDED THAT all income arising therefrom shall be credited to the management account for the benefit of all the Owners of the Units and shall form part of the Management Funds and be dealt with in accordance with the provisions of this Deed. |
| To provide waste separation and recovery facilities     | (aw) | to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. The Manager shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the   |



Development.

- |   |      |  |
|---|------|--|
| To organize activities to promote environmental awareness                 | (ax) | to organize any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and occupiers of the Development and the Manager shall encourage them to participate in such activities with a view to improving the environmental conditions of the Development.   |
| To make General Rules to protect the environment of the Development       | (ay) | to make General Rules to protect the environment of the Development and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.  |
| To demand rectification of breaches by Owners of Non-enclosed Areas, etc. | (az) | in the event of the covenants specified in Clause (44) and/or Clause (46) of Section IV being in breach by the Owners, the Manager, without prejudice to the right of the other co-owners, shall have the right to demand the defaulting Owners to rectify the breach forthwith and if necessary to reinstate the relevant part of the Development including the Non-enclosed Areas to their original state under the Approved Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as he may in his absolute discretion consider necessary to secure compliance with the aforesaid covenants. |
| To control and maintain the Green and Innovative Features                 | (ba) | to control operate financially support and maintain the Green and Innovative Features other than such of the Non-enclosed Areas forming part of any Unit, which shall be governed by Clause (44) of Section IV and Clause (1)(az) of Subsection (B) of Section V of this Deed.   |
| To maintain the Works and Installations                                   | (bb) | to inspect, maintain and carry out all necessary works for the maintenance of the Development including the Works and Installations.   |
| Telecommunication Service to Common Areas                                 | (bc) | to arrange for the provision of such telecommunication service and to such part or parts of the Common Areas as the Manager shall deem appropriate.  |
| To implement Fire Safety Management Plan                                  | (bd) | to implement the Fire Safety Management Plan including, but not limited to carrying out the duties as stipulated in the approved Fire Safety Management Plan and to assist the Owners of Flats with Open Kitchen in carrying out (at the costs and expenses of the relevant Owner) annual maintenance and check of the fire services installations of the relevant Flat and submit the relevant maintenance certificate to the Fire Services Department, such certificate shall be submitted by the Registered Fire Service Installation Contractor to the Fire Service Department.  |
| Enquiries/Complaints handling   | (be) | to deal with all enquiries, complaints, reports and correspondence relating to the Development.  |
| To maintain landscape areas   | (bf) | to maintain and keep the areas landscaped and the landscaped works thereat in a safe, clean, neat, tidy and healthy condition.   |

To assist Owners of Flats with safety hooks or similar devices	(bg)	to use its reasonable endeavours to assist the Owners of Flats with safety hooks and similar devices in carrying out (at the costs and expenses of the relevant Owner) their duties and obligations in respect thereof.
To do all other matters incidental	(bh)	to do all such other things as are reasonably incidental to the management of the Development in accordance with the Conditions.
General Rules and Carpark Rules	(2)	The Manager shall have power from time to time, but subject always to the approval of the Owners' Committee or the Owners' Corporation, if formed, to make, revoke and amend (a) the General Rules regulating the use, operation and maintenance of the Development and any structures, services or amenities thereof, the Commercial Common Areas, the Commercial Common Facilities, the Residential Common Areas, the Residential Common Facilities, the Development Common Areas and the Development Common Facilities and the conduct of persons occupying, using or visiting the same and (b) Carpark Rules regulating the use operation and maintenance of the Visitors' Parking Spaces, the Carpark Common Areas and the Carpark Common Facilities and the conduct of persons using the same provided that such General Rules and Carpark Rules must not be inconsistent with or contravene this Deed, the Building Management Ordinance (Cap.344) and the Conditions and such General Rules and Carpark Rules shall be binding on all Owners, their tenants, licensees, servants or agents. The General Rules and the Carpark Rules may stipulate payments for the use of any Common Facilities Provided that all income arising therefrom shall be credited to the management account for the benefit of all the Owners of the Units and shall form part of the Management Funds. Copies of the General Rules and Carpark Rules from time to time in force shall be kept with the Manager's Office and a copy thereof shall be supplied to each Owner on request free of charge.
Acts of Manager binding	(3)	All acts and decisions of the Manager properly and reasonably arrived at in accordance with the provisions of this Deed shall be binding in all respects on all the Owners.
Extent of Manager's liability	(4)	Neither the Manager nor any servant agent or other person employed by the Manager shall be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or negligence.
Manager to provide furniture and equipment for Common Areas	(5)	The Manager shall have the right to provide within the Common Areas such fixtures, fittings and furniture and other equipment as it may consider appropriate and the Manager shall have the same power to repair, replace and maintain the same and the costs, charges and expenses thereof shall form part of the costs of the management as a whole.
Owners to bear expenses	(6)	The Manager shall further have the right and power to require each Owner to pay a proportionate part of the expenditure for the provision, operation, management, upkeep and maintenance of the Slopes and Retaining Walls (if any) and the Works and Installations in accordance with the provisions of this Deed including, without limitation, such expenditure referred to in Clauses (1)(p) and (1)(bb) of Subsection (B) of

Section V hereof as the Manager shall consider fair and reasonable.

- |   |      |   |
|---|------|---|
| Owners remain liable for requirements of the Conditions | (7)  | The Manager shall not be made personally liable for carrying out any such requirements of Slopes and Retaining Walls maintenance works or other maintenance works under the Conditions which shall remain the responsibility of the Owners if, having used all reasonable endeavours, he has not been able to collect the costs of the required works from all Owners.  |
| Structural alterations by Manager                       | (8)  | The Manager shall not make any structural alterations to any part of the Development which will interfere with or affect the use and enjoyment of any other part thereof.   |
| Improvement to facilities                               | (9)  | Notwithstanding anything herein contained, the Manager's rights and duties to Manage the Development shall not include effecting any improvements to facilities or services which involves expenditure in excess of 10% of the current annual management budget except with the prior approval of a resolution of Owners at an Owners' meeting convened under this Deed.  |
| Right to appoint professionals                          | (10) | The Manager shall have the right from time to time to appoint or employ surveyors, engineers, architects or other professional persons or agents or contractors, to carry out certain aspects of the management works or management works in respect of certain area(s) of the Development but the Manager shall not transfer or assign his rights or obligations under this Deed to any such persons, and such persons must remain answerable to the Manager. The Manager shall at all times be responsible for the management and control of the Development (including any part thereof) and, notwithstanding anything contained in this Deed to the contrary, no provision of this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility. |
| Exclusion of liability                                  | (11) | For the avoidance of doubt, no provision of this Deed shall operate to exclude, or shall be construed to have the effect of excluding, the liability of the Manager to the Owners for any act or omission involving criminal liability, dishonesty or negligence of the Manager or its employees, servants, agents or contractors and no provision of this Deed shall operate to require, or shall be construed to have the effect of requiring, any Owner to indemnify the Manager or its employees, servants, agents or contractors from and against any action, proceedings, claim and demand whatsoever arising out of or in connection with any such act or omission.  |

(C) Manager's Remuneration

- |                         |     |   |
|-------------------------|-----|---|
| Remuneration of Manager | (1) | The Manager's Remuneration being the sum equivalent to 10% of the total expenses costs and charges per annum necessarily and reasonably incurred in the course of proper and efficient management of the Development (the total expenses costs and charges, for the purposes of this sub-clause, shall exclude the Manager's Remuneration, the Government rents, any capital expenditure or expenditure drawn out of the Special Fund as described in Clause (12) of Sub-section D of Section V hereof provided that by a resolution of the Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate of 10% or at such lower rate as considered appropriate by the Owners) shall be payable by way of equal monthly payments in advance. No variation of the percentage above |
|-------------------------|-----|---|

may be made except with the approval by a resolution of Owners at an Owners' meeting convened under this Deed. The amount for such monthly payments shall be calculated and assessed by the Manager with adjustments to be made at the end of each financial year when the final annual Management Expenses are ascertained. For the purpose of this Clause, capital expenditure shall mean expenditure of a kind not expected by the Manager to be incurred annually.

Manager's Remuneration exclusive of disbursements (2) The Manager's Remuneration shall not be subject to any requirement by the Manager to disburse or provide from such money such staff referred to in Clause (1)(aj) of Subsection (B) of Section V hereof, but not further or otherwise, facilities, accountancy services, or other professional supervision the cost for which shall be a direct charge upon the Management Funds.

Payment of Manager's Remuneration (3) The Manager's Remuneration shall be payable in advance on the first day of each month.

(D) Management Expenses

Manager to prepare annual budget (1) For the purpose of fixing contributions towards the Management Expenses payable by the Owners the Manager shall prepare an annual budget showing the estimated expenditure necessarily and reasonably incurred in the course of proper and efficient management of the Development. The annual budgets, except the first one, are to be prepared in consultation with the Owners' Committee or Owner's Corporation (if any).

Monthly payments in advance (2) The estimated Management Expenses shall be payable by way of equal monthly payments in advance with adjustments to be made at the end of each financial year when the final annual Management Expenses are ascertained.

Annual budget to be in four parts (3) The annual budget showing the Management Expenses for the Common Areas and the Common Facilities shall be divided into four parts :-

(a) Part A shall cover estimated expenditure in respect of the Development Common Areas and the Development Common Facilities and any expenditure which does not fall under any other parts of the annual budget maintained in this Clause (3);

(b) Part B shall cover estimated expenditure in respect of the Residential Common Areas and the Residential Common Facilities and a fair portion of the estimated expenditure of the Carpark Common Areas and Carpark Common Facilities attributable to the use of the Visitors' Parking Space(s) by the bona fide guests, visitors or invitees of the residents of the Flats which portion shall be decided by the Manager in whose opinion is attributable to such use;

(c) Part C shall cover estimated expenditure in respect of the Carpark Common Areas and the Carpark Common Facilities less portion of the estimated expenditure of the Carpark Common Areas and Carpark Common Facilities attributable to the Visitors' Parking Space(s) as decided by the Manager under sub-clause (b) above; and

- (d) Part D shall cover estimated expenditure in respect of the Commercial Common Areas and the Commercial Common Facilities.

PROVIDED THAT in the event that one or more Sub-Deed(s) is/are entered into in respect of any part or parts of the Development and in the Sub-Deed(s) any areas and facilities are designated as common areas and common facilities as a consequence of which the same thereby become part of the Common Areas and Common Facilities (other than the existing designated Common Areas and Common Facilities) new part or parts of the annual budget shall be established by the Manager such part(s) to cover all estimated expenditure which in the opinion of the Manager is specifically referable to such common areas and common facilities and such expenditure shall be borne by the Owners of that/those part(s) of the Development.

Items included in Management Expenses

- (4) The annual budget in respect of the Common Areas and the Common Facilities shall cover the Management Expenses for the Common Areas and the Common Facilities including without limiting the generality of the foregoing the following items :-
  - (a) The costs and expenses in connection with the carrying out of all or any of the duties of the Manager as set out in Section V hereof;
  - (b) The Manager's Remuneration and the provision of provident and retirement fund for such staff referred to in Clause (1)(aj) of Subsection (B) of Section V hereof, but not further or otherwise;
  - (c) The charges for electricity, water, gas, telecommunication telephone and all other charges, assessments, impositions and other outgoings payable in connection with the Common Areas and the Common Facilities and insurance premiums payable on any policy taken out by the Manager as hereinbefore provided and any other expenses charged or assessed on or payable in respect of the Common Areas and Common Facilities;
  - (d) The costs of operating, maintaining, servicing, keeping in good and tenantable repair and condition (including whenever necessary the costs of replacement) all the Common Areas and the Common Facilities, the foundations, the side walks, main walls (including portions of the External Walls forming part or parts of Common Areas), supports, beams, gutters, fences, chimneys, flue pipes, the effluent discharge system and all external parts of the Common Areas and all the drains, water tanks, wiring, electric pumps, pipes, conduits and all plumbing apparatus (if any) and all other Common Facilities and the podium roof (except as regards damage caused by or resulting from any act default or negligence of any Owner(s) its or their servants agents tenants or licensees for which damage such party shall be solely responsible and so that each of the Owners herein shall be responsible for the acts defaults and negligence of his servants agents tenants and licensees);
  - (e) The costs of rebuilding or re-instatement of the Common Areas and the Common Facilities or any part thereof in case of destruction or damage or condemnation by the Building Authority or other competent authority;

- (f) Government Rent payable in respect of the Land Provided that upon such Government Rent being apportioned under the Government Rent (Assessment and Collection) Ordinance (Cap.515) such Government Rent shall not be included as part of the Management Expenses but shall be paid direct by the Owners of the relevant Units in accordance with the said apportionment;
- (g) The costs of maintenance and/or repair works described in Clauses (1)(m), (1)(n), (1)(o) and (1)(p) of Sub-Section (B) of Section V of this Deed;
- (h) The costs and expenses of maintaining the structures and area or such part or parts thereof and maintaining and operating the facilities in accordance with the requirements under the Conditions including those mentioned in Clauses (1)(aq), (1)(ar) and (1)(as) of Sub-Section (B) of Section V of this Deed;
- (i) Any fees or charges payable to the Government or any other person under any licence agreement, wayleave agreement, deed of grant of easement and/or right of way or any other documents of a similar nature affecting the Land the entering into of which and the payment of such fees or charges have been approved by the Owners' Committee or the Owners' Corporation, if formed;
- (j) Contributions towards the costs of maintenance and repair of any facilities installed outside the Land but serving the Development whether exclusively or in common with other developments;
- (k) The costs and expenses of acquiring the uniform and equipment as are considered necessary by the Manager for the management of the Development and the costs and expenses of employing such staff referred to in Clause (1)(aj) of Subsection (B) of Section V hereof, but not further or otherwise, including any salary, bonus, overtime pay, provident fund, long service payment, employee compensation, medical insurance and other staff benefits or remuneration as shall first be approved by the Owners' Committee or the Owners' Corporation, if formed, as provided in Clause (1)(aj) of Subsection (B) of Section V hereof;
- (l) The cost of employing administrative and supervisory staff, on site watchman, caretakers, fitters, gardeners, cleaners and other staff and engaging such sub-contractors, delegates or other entities as are considered necessary by the Manager for the management of the Land and the Development including (but not limited to) salary, bonus, overtime pay, provident and retirement fund, long service payments, severance payment, employees' compensation, medical insurance and other staff benefits;
- (m) All reasonable professional fees and costs incurred by the Manager including:-
  - (i) fees and costs of surveyors, rating surveyors, valuers, architects, engineers and others employed in connection with the management of the Land and the Development;
  - (ii) solicitors, barristers and other legal fees and costs; and
  - (iii) fees and costs of any accountants, auditors and/or other consultants employed in connection with the accounts or the Manager's statement referred to in this Deed;

- (n) The cost of all fuel and oil incurred in connection with the operation of any plant, equipment and machinery provided by the Manager for the benefit of the Land and the Development and for the common use and benefit of the Owners thereof;
- (o) The cost of effecting insurance in respect of public liability, occupier's liability, employer's liability, employees' compensation and fire and other perils in respect of the Common Areas and Common Facilities and structures, equipment and utensils intended for common use and the cost of effecting block insurance for the Development as a whole or part thereof including those areas and facilities which are not the Common Areas or Common Facilities;
- (p) Charges of the headquarter or head office of the Manager in respect of the back-up, secretarial and accounting services provided in connection with the management of the Land and the Development; and
- (q) Any other items of expenditure which are necessary for the administration and management of the Common Areas and the Common Facilities.
- (5) Contribution to Part A of the annual budget of Management Expenses
- Each Owner of a Unit shall contribute to the amount assessed under Part A of the annual budget of Management Expenses at the rate at which the number of Management Shares of the Unit held by the Owner bears to the total number of the Management Shares of the Development.
- (6) Contributions to Part B of the annual budget of Management Expenses
- Each Owner of a Flat shall further contribute to the amount assessed under Part B of the annual budget of Management Expenses at the rate at which the number of Management Shares of the Flat held by him bears to the total number of Management Shares allocated to the Residential Accommodation.
- (7) Contributions to Part C of the annual budget of Management Expenses
- Each Owner of a Car Parking Space or a Motorcycle Parking Space shall further contribute to the amount assessed under Part C of the annual budget of Management Expenses at the rate at which the number of Management Shares of the Car Parking Spaces or the Motorcycle Parking Space held by him bears to the total number of Management Shares allocated to the Carpark.
- (8) Contributions to Part D of the annual budget of Management Expenses
- Each Owner of a Shop, Signage Area or any part of the Commercial Accommodation shall further contribute to the amount assessed under Part D of the annual budget of Management Expenses at the rate at which the number of Management Shares of the Shop, Signage Area or such part held by him bears to the total number of Management Shares allocated to the Commercial Accommodation.
- (9) Vacant Units are subject to payment of Management Expenses
- The Owner's liability to make payment or contribution to the Management Expenses shall in no way be reduced by reason of the fact that the Unit to which he is entitled to exclusive possession is vacant or has been let or leased or occupied by any other person. No Owner shall be called upon to pay more than his appropriate share of the Management Expenses having regard to the number of Management Shares allocated to his Unit. The Registered Owner shall pay all Management Expenses and those expenses

which are of a recurrent nature for the Units or part of the Development and Undivided Shares unsold provided however that the Registered Owner will not be obliged to make payments and contributions in respect of Units and Management 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 the provisions in this Deed as to management of the Development.

Security for moneys due to the Manager

- (10) (a) Each Owner before taking possession of his Unit from the Registered Owner shall :-
- (i) deposit with the Manager as security for the due payment of the monthly contributions which may be or become payable by him under Clauses (5), (6), (7) and (8) of Sub-Section (D), if applicable, a transferable deposit of a sum equivalent to three times of his monthly contribution to the first year's budgeted Management Expenses pursuant to Clauses (5), (6), (7) and (8) of Sub-Section (D);
  - (ii) pay to the Manager such contribution in advance towards the Management Expenses as may be required by the Manager Provided That such contribution in advance shall not be more than a sum equivalent to such Owner's monthly contribution to the first year's budgeted Management Expenses pursuant to Clauses (5), (6), (7) and (8) of Sub-Section (D);
  - (iii) pay to the Manager his due share (to be calculated by the number of Management Shares allocated to his Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Common Areas and the Common Facilities and which deposits or balance hereof (as the case may be) shall be non-interest bearing and non-refundable but transferable; and
  - (iv) pay to the Manager the costs of removing debris or rubbish payable in respect of his Unit as described in Clause (31) of Section IV of this Deed.
- (b) The Registered Owner shall pay such deposit described in Sub-clause (10)(a)(i) above in respect of Units still held by the Registered Owner if the construction of such Units has been completed and the said Units remain unsold 3 months after the date of execution hereof or the date when the Registered Owner is in a position validly to assign those Units (i.e. when the consent to assign or certificate of compliance has been issued), whichever is the later.

Deficit and Surplus of Management Expenses

- (11) (a) In the event of the Manager finding at any time that the annual budget is insufficient to cover all expenditure, it shall, subject to the provisions of Sub-Clause (b) hereunder, prepare a revised budget and have the same reviewed by the Owners' Committee (only if and when it has been established pursuant to this Deed) and the provisions of Clauses (3) to (9) and (16) of this Sub-Section (D) shall apply mutatis mutandis to the revised budget as to the annual budget. Any surplus shall be applied towards the Management Expenses and be taken into account



when calculating the relevant budget for the next ensuing year pursuant to Clause (1) of this Sub-Section (D).

Further contribution  
to Management  
Expenses

- (b) In the event that the total contributions received as aforesaid by the Manager are insufficient to meet the Management Expenses, each Owner shall at the request of the Manager pay a due proportion of the deficiency by making a further contribution to the Manager.
- (c) The Manager shall also have the power, in the event of a revised budget completed pursuant to and in accordance with Sub-Clause (a) hereof, to add to the amount to be contributed monthly by any Owner such additional amount as shall be necessary to meet revised estimated expenditure in any financial year to the intent that any such amount shall form part of the monthly contribution of such Owner to the Management Expenses and be recoverable accordingly.

Special Fund

- (12) (a) There shall be established and maintained by the Manager a non-refundable and non-transferable special fund (“Special Fund”) for the purpose of paragraph 4 of Schedule 7 to the Building Management Ordinance (Cap.344) to provide for 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 the Common Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machinery for the Common Areas and the Common Facilities and the costs of the relevant investigation works and professional services. Each Owner shall upon the assignment to him of the Unit from the Registered Owner pay to the Manager a sum equivalent to two months' of his initial monthly contribution towards the first year's budgeted Management Expenses pursuant to Clauses (5), (6) (7) and (8) of Sub-Section (D) as an initial contribution. Each Owner shall also on demand pay to the Manager such sum in each calendar year (payable in one lump sum or by monthly installments) and at such time as may be determined by a resolution of Owners at an Owners' meeting convened under this Deed upon the recommendations of the Manager. If there is 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. The Manager shall make an estimate in the annual budget for the establishment of the Special Fund and the time when money in this Fund shall be drawn. Except in a situation considered by the Manager to be an emergency, no money shall be drawn unless it is for a purpose approved by a resolution of the Owners' Committee or Owners' Corporation (if any). The Manager must not use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day Management of the Development. The Special Fund shall be held by the Manager on trust for the Owners and the Special Fund shall be placed in an interest bearing account opened and maintained with such bank or banks within the meaning of Section 2 of the Banking Ordinance (Cap.155) as the Manager shall think fit, the title of which account(s) shall refer to the Special Fund for the

Development and the Manager shall use that account(s) exclusively for the purposes abovementioned. Without prejudice to the generality of the above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts ("the said segregated account(s)"), each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund. The Manager shall display a document showing evidence of any account opened and maintained as provided above in a prominent place in the Development. The Manager shall without delay pay all money received by it in respect of the Special Fund into the said account opened and maintained by it or, if there is an Owners' Corporation, the said segregated account(s).

- (b) The Registered Owner shall make its initial contribution towards the Special Fund in respect of Units still held by the Registered Owner if the construction of such Units has been completed and the said Units remain unsold 3 months after the date of execution hereof or the date when the Registered Owner is in a position validly to assign those Units (i.e. when the consent to assign or certificate of compliance has been issued), whichever is the later.
- (c) The Special Fund shall be notionally divided into the following parts, namely :-
  - (i) "Special Fund (Residential)";
  - (ii) "Special Fund (Commercial); and
  - (iii) "Special Fund (Carpark)".
- (d) Contributions to the Special Fund made under this Clause (12) of Subsection (D) of Section V of this Deed by :-
  - (i) the Owners of the Flats shall be notionally credited to Special Fund (Residential);
  - (ii) the Owner(s) of the Commercial Accommodation, Shops or any part or parts of the Commercial Accommodation shall be notionally credited to Special Fund (Commercial); and
  - (iii) the Owner(s) of the Car Parking Spaces or the Motorcycle Parking Spaces shall be notionally credited to Special Fund (Carpark).
- (e) Funds notionally credited to each part of the Special Fund shall be applied as follows :-
  - (i) Expenditure of a capital or non-recurring nature relating to the Development Common Areas or the Development Common Facilities, or which are for the common benefit of the Owners, occupiers, licensees or invitees of the Commercial Accommodation, different Shops, parts of the Commercial Accommodation, Flats, Car Parking Spaces, Motorcycle Parking Spaces or which is not covered by Clauses (12)(e)(ii) to (iii) hereunder, shall

only be paid out of different parts of the Special Fund as follows :-

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

				Total number of Management Shares allocated to all Flats	-----
Total amount of such expenditure	X			Total number of Management Shares allocated to all Units of the Development	

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

				Total number of Management Shares allocated to the Commercial Accommodation	-----
Total amount of such expenditure	X			Total number of Management Shares allocated to all Units of the Development	

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

				Total number of Management Shares allocated to all Car Parking Spaces and Motorcycle Parking Spaces	-----
Total Amount of such expenditure	X			Total number of Management Shares allocated to all Units of the Development	

(ii) Expenditure of a capital or non-recurring nature relating to the Residential Common Areas or the Residential Common Facilities or which are for the common benefit of Owners, occupiers, licensees or invitees of different Flats shall only be paid out of Special Fund (Residential); and

(iii) Expenditure of a capital or non-recurring nature relating to the Carpark Common Areas or the Carpark Common Facilities, or which are for the common benefit of Owners, occupiers, licensees or invitees of Car Parking Spaces or Motorcycle Parking Spaces shall only be paid out of Special Fund (Carpark).

(iv) Expenditure of a capital or non-recurring nature relating to the Commercial Common Areas or the Commercial Common Facilities, or which are for the common benefit of Owners, occupiers, licensees or invitees of the Commercial Accommodation, different Shops or parts of the Commercial Accommodation shall only be paid out of the Special Fund (Commercial).

(f) 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 part of the Development or a category of Common Areas or a category of Common Facilities (including any approval or consent given in relation thereto under this Deed or the Building Management Ordinance (Cap.344)) :-

(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 this Deed to contribute to the Management Expenses relating to that part of the Development or category of Common Areas or Common Facilities; and

(2) if more than one Category of Owners (as defined below) are responsible for contributing to the Management Expenses relating to that part of the Development or category of Common Areas or 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 :-

Total number of Management Shares  
allocated to the Units of  
that Category of Owners  
-----; and  
Total number of Management Shares  
allocated to all Units of all  
Category of Owners concerned

for the purpose of this Clause (12)(f), a “Category of Owners” means the groups of Owners respectively referred to in Clauses (12)(d)(i) to (iii) above; 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 :-

Total number of Management Shares  
allocated to the Units of  
that Category of Owners  
-----  
Total number of Management Shares allocated to all  
Units of the Development

Exclusive user to  
bear expenses

(13) Notwithstanding anything to the contrary contained in these presents where any expenditure relates solely to or is solely for the benefit of any Unit and no Owner of any other Unit would receive any material benefit therefrom, the full amount of such expenditure shall be paid by the Owner of that Unit.

Contract entered into  
by Manager

(14) (a) Subject to Sub-clauses (b) and (c) of this Clause (14), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless –

- (i) the supplies, goods or services are procured by invitation to tender; and
  - (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344).
- (b) Subject to Sub-clause (c) of this Clause (14), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless –
- (i) if there is an Owners' Corporation -
    - (1) the supplies, goods or services are procured by invitation to tender;
    - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and
    - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
  - (ii) if there is no Owners' Corporation –
    - (1) the supplies, goods or services are procured by invitation to tender;
    - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and
    - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) of this Clause (14) do not apply to any supplies, goods or services which but for this Sub-clause (c) would be required to be procured by invitation to tender (referred to in this Sub-clause as “relevant supplies, goods or services”) –
- (i) where there is an Owners' Corporation, if –
    - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and

- (2) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
    - (ii) where there is no Owners' Corporation, if –
      - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
      - (2) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.
- (15) Fee for granting consent Where any consent is required under this Deed from the Manager by an Owner, such consent shall not be unreasonably withheld and that the Manager shall not charge any fee other than a reasonable administrative fee for issuing such consent. Such fees shall be credited into the Special Fund.
- (16) Formalities relating to preparation of annual budget In respect of each financial year, the Manager shall :-
- (a)
    - (i) prepare a draft budget setting out the estimated Management Expenses during the financial year;
    - (ii) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Development and cause it to remain so displayed for at least 7 consecutive days;
    - (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of 14 days from the date the draft budget is sent or first displayed;
    - (iv) after the end of that period, prepare a budget specifying the estimated Management Expenses during the financial year;
    - (v) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
  - (b) Where, in respect of a financial year, the Manager has not

complied with Sub-Clause (a) hereof before the start of that financial year, the total amount of the Management Expenses for that year shall :-

- (i) until he has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year;
  - (ii) when he has so complied, be the estimated Management Expenses 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.
- (c) Where an annual budget has been sent or displayed in accordance with Sub-Clause (a)(v) hereof, and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised budget as apply to the draft budget and annual budget by virtue of Sub-Clause (a) hereof.
- (d) Where a revised budget is sent or displayed in accordance with Sub-Clause (c) hereof, the total amount of the Management Expenses for that financial year shall be the estimated Management Expenses specified in the revised budget and the amount that Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (e) If there is an Owners' Corporation and, within a period of 1 month from the date that an annual budget or revised budget for a financial year is sent or first displayed in accordance with Sub-Clause (a) or (c) hereof, the Owners' Corporation decides, by a resolution of the Owners, to reject the annual budget or revised budget, as the case may be, the total amount of Management Expenses for the financial year shall until another annual budget or revised budget is sent or displayed in accordance with Sub-Clause (a) or (c) hereof, and is not so rejected under this Sub-Clause, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (f) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, annual budget or revised budget, the Manager shall, upon receipt of a reasonable copying charge, supply a copy to that person. Such charges so received shall be credited into the Management Funds.
- (g) Subject to sub-clauses (b), (d), (e) and (h) hereof, the total amount of the Management Expenses payable by the Owners during the period of 12 months adopted by the Manager as the financial year in respect of the management of the Development shall be the total estimated Management Expenses during that year as specified by the Manager in accordance with sub-clause (a) hereof.
- (h) For the purposes of this Clause (16), "Management Expenses" include all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.

- (17) For the avoidance of doubt, the Registered Owner shall make payment and contribute towards the Management Expenses and all other outgoings including Government rent in respect of the Units held by it up to and inclusive of the date of assignment by the Registered Owner to its assignee thereof. An Owner must not be required to make any payment or reimburse the Registered Owner for such outgoings payable by the Registered Owner as aforesaid.

(E) Interest and Recovery of Management Expenses

- |  |     |  |
|--|-----|--|
| Interest on unpaid monthly contribution        | (1) | If any Owner shall fail to pay any amount payable hereunder within 30 days of demand, he shall further pay to the Manager:-<br><br>(a) Interest calculated from the date of demand at the rate of 2% per annum over and above the Prime Lending Rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time on the unpaid amount.<br><br>(b) A collection charge of 10% of the amount due to cover the cost (other than legal costs as hereinafter mentioned) of the extra work in recovering the unpaid amount as occasioned by the default.   |
| Application of interest and collection charges | (2) | All moneys paid to the Manager by way of interest and collection charges shall be credited into the Special Fund.  |
| Action against defaulting Owner                | (3) | All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charges and all other expenses incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager. The claim in any such action may include a claim for legal costs on the solicitor and own client basis. In any such action the Manager shall conclusively be deemed to be acting as the agent or agents for and on behalf of the Owners as a whole (other than the defaulting Owner) and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.  |
| Charge on Undivided Shares of defaulting Owner | (4) | In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed within 30 days of demand, the amount thereof together with interest as aforesaid and the said collection charge and all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal costs referred to in Clause (3) of this Sub-Section (E) and in registering the charge hereinafter referred to, shall be charged on the Undivided Share or Undivided Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a memorandum of such charge in the Land Registry against the Undivided Share or Undivided Shares of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied. The Manager may discontinue the provision of management services to such defaulting Owner who fails to pay any fees or to comply with any other provisions under this Deed. Notwithstanding anything contained in this Deed to the contrary, no |



provision of this Deed shall operate to empower, or shall be construed to have the effect of empowering, any person (including the Manager) to interrupt the supply of electricity, water, gas, telecommunications or other utilities to any Unit or to prevent access to the Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any other provisions under this Deed.

- Enforcement of charge (5) Any charge registered in accordance with the last preceding clause shall be enforceable as an equitable charge by action at the suit of the Manager for an order for the sale of the Undivided Share or Undivided Shares of the defaulting Owner together with the right to the exclusive use occupation and enjoyment of his Unit or Units and Clause (3) of this Sub-Section (E) shall apply equally to any such action.
- Action against non-observance of covenants (6) The Manager shall further have power to commence proceedings for the purposes of enforcing the observance and performance by any Owner or any person occupying any part of the Development through under or with the consent of any such Owner of the covenants conditions and provisions of this Deed and of General Rules and Carpark Rules made hereunder and of recovering damages for the breach non-observance or non-performance thereof. The provisions of Clauses (3), (4) and (5) of this Sub-Section (E) shall apply to all such proceedings.
- Application of damages recovered (7) All damages recovered in any such proceedings mentioned in Clause (6) of this Sub-Section (E) shall be credited into the management account for the benefit of all the Owners of the Units and held as part of the Management Funds for the management of the Development and be applied accordingly.

(F) Management Funds

- Manager to keep proper account (1) (a) All monies collected by the Manager (who shall be deemed to be a trustee for and on behalf of the Owners in respect of all monies and deposits received on their behalf) in the exercise of its powers and duties hereunder (save and except that the Manager may retain or pay into a current account a reasonable amount to cover expenditure of a minor nature as is from time to time determined by a resolution of the Owners' Committee (if any) and also subject to such conditions as may be approved by a resolution of the Owners' Committee) shall without delay be paid into (i) an interest-bearing bank account or accounts of the Manager (such bank account(s) shall be opened and maintained with a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) and the title of which refers to the management of the Development); or (ii) if there is an Owners' Corporation, the account or accounts opened and maintained under Sub-Clause (1)(b) below. The Manager shall use that account(s) exclusively for the management of the Development and keep true and proper accounts of all such monies and the expenditure thereof and shall produce a detailed summary of such accounts each month and shall after the close of every financial year produce an annual set of accounts as soon as the accounts are certified by the Auditors hereinafter referred to as providing an accurate summary of all items of income and expenditure during the preceding year. 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 the accounts for at least 6 years.

- (b) Without prejudice to the generality of Sub-Clause (1)(a) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts (such account(s) shall be opened and maintained with a bank within the meaning of Section 2 of the Building Ordinance (Cap.155), the title of which refers to the management of the Development), each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the management of the Development.
  - (c) The Manager shall display a document showing evidence of any account opened and maintained under Sub-Clauses (1)(a) or (1)(b) above in a prominent place in the Development.
- (2) Where any compensation, damages, costs and expenses are received or recovered (as the case may be) by the Manager in any proceedings against any Owner for the purpose of enforcing the observance and performance of the covenants, conditions, or provisions of this Deed, the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited into the management account for the benefit of all the Owners of the Units and held as part of the Management Funds and be applied towards the Management Expenses as the Manager may from time to time decide.
- Manager to appoint auditors
- (3) The Manager shall have power to appoint a firm of Certified Public Accountants to audit the accounts and records of the Manager concerning the management of the Development and to certify the annual accounts prepared in accordance with the preceding Clause (1) of this Sub-Section (F) and the accountant's fees shall be part of the Management Expenses. The Manager shall further have power to replace such firm and to appoint another firm in their place as it may deem necessary from time to time provided that the Owners' Committee or the Owners at an Owners' Meeting may choose to appoint an auditor of their choice from time to time. If prior to the formation of the Owners' Corporation and the Owners at an Owners' Meeting decides, or if there is an Owners' Corporation (as hereinafter defined) 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 the balance sheet; and
  - (b) on the payment of a reasonable copying charges (such charges so received shall be credited into the Management Funds), 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 the balance sheet, or both, as requested by the Owner.
- Owner's Interest in Management Funds
- (4) Any person ceasing to be an Owner shall in respect of the Undivided Share or Undivided Shares of which he ceases to be the Owner thereupon cease to have any interest in the Management Funds held by the Manager

including the deposit paid under Clause (10)(a) of Sub-Section (D) of Section V hereof and the due contribution paid under Clause (12) of Sub-Section (D) of Section V hereof to the intent that all such Management Funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares PROVIDED that the aforesaid deposit paid under Clause (10) of Sub-Section (D) of Section V hereof may be transferred to the new Owner of such Undivided Shares AND PROVIDED further that upon the rights and obligations hereunder being released as provided herein or upon the Land reverting to the Government and no renewal of the Conditions being obtainable any balance of the Management Funds shall be divided proportionately between the Owners of the Undivided Shares (except the Owner of the Undivided Shares allocated to the Common Areas and the Common Facilities) immediately prior to such release or reversion.

(G) Management Records and Accounts

- |   |     |   |
|---|-----|---|
| Financial year  | (1) | The financial year for the purpose of management of the Development shall commence on the date hereof and shall end on the 31st day of December of the following year but thereafter the financial year shall commence on the 1st day of January and shall end on the 31st day of December of such year Provided Always that the Manager shall have the right to change the financial year once in every five years upon giving a minimum of 3 months' notice in writing to the Owners or from time to time upon the prior approval of the Owners' Committee. |
| Manager to keep accounts  | (2) | The Manager shall keep true and proper accounts of all monies received in the exercise of its powers and duties hereunder and all expenditure thereof.  |
| Manager to prepare and publish monthly summary of accounts          | (3) | Within one month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of all accounts with regard to Clause (2) hereof, and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.  |
| Manager to prepare income and expenditure account and balance sheet | (4) | Within 2 months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.   |
| Income and expenditure account to include Special Fund              | (5) | Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will then be needed.  |
| Manager to prepare audited annual account                           | (6) | Within 60 days after the close of each financial year the Manager shall prepare a full set of annual accounts in respect of the management of the Development for the preceding financial year. The annual accounts shall be audited and certified by an independent firm of auditors as providing an accurate summary of all items of income and expenditure during that preceding financial year.   |
| Owners to inspect and Manager to supply                             | (7) | The Manager shall upon written request of any Owner arrange such Owner, at any reasonable time, to inspect the books or records of account  |

- copy of accounts and any income and expenditure account or balance sheet and upon payment by any Owner of a reasonable charge for copying the same send to such Owner a copy of any record or document requested by him. Such charges so received shall be credited into the Management Funds.
- Delivery of movable property (8) Subject to Clause (9) of this Sub-section (G), if the Manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within 14 days of the date his appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in his place any movable property in respect of the control, management and administration of the Development that is under his control or in his custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- Accounts upon termination of appointment of Manager (9) If the Manager's appointment ends for any reason, he shall within 2 months of the date his appointment ends :-
- (a) prepare :-
- (i) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ended; and
- (ii) a balance sheet as at the date his appointment ended,
- and shall arrange for that account and balance sheet to be audited by a certified public accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such certified public accountant or other independent auditor as may be chosen by the Manager; and
- (b) deliver to the Owners' Committee (if any) or the Manager appointed in his place any books or records of account, papers, plans, documents and other records which are required for the purposes of Sub-Clause (a) of this Clause and have not been delivered under Clause (8) of this Section.

## SECTION VI

### OWNERS' MEETINGS

From time to time there shall be meetings of the Owners to discuss and decide matters concerning the Land and the Development and in regard to such meetings the following provisions shall apply :-

- First Meeting (1) The Manager shall call the first meeting of Owners to be held as soon as possible but in any event not later than nine months from the date hereof (and to call further and subsequent meetings if required) for the purpose of electing a Chairman, and a Vice-chairman and 7 other members to the Owners' Committee hereinafter referred to or appointing a management committee for the purpose of forming the Owners' Corporation under the Building Management Ordinance (Cap.344) and transacting business to be tabled at the meeting. In the election of the members to the Owners' Committee :-

- (a) the Owners of the Residential Accommodation shall vote separately to elect by secret ballot 5 representatives from the Residential Accommodation to represent them in the Owners' Committee;
  - (b) the Owners of the Commercial Accommodation shall nominate, and after execution of the Sub-Deed of the Commercial Accommodation vote separately to elect by secret ballot 3 representatives to represent them in the Owners' Committee; and
  - (c) the Owners of Carpark shall vote separately to elect by secret ballot 1 representative to represent them in the Owners' Committee.
- Annual Meeting (2) At least once in every calendar year thereafter, the Owners shall meet for the purpose of electing such officers and members as aforesaid and transacting any other business of which due notice is given in the notice convening the meeting.
- Convening a Meeting (3) A meeting may be validly convened by:
- (a) the Owners' Committee;
  - (b) the Manager; or
  - (c) an Owner appointed to convene such a meeting by the Owners holding not less than 5% in aggregate of the Undivided Shares in the Land and the Development (excluding the Undivided Shares allocated to the Common Areas and the Common Facilities).
- Notice of Meeting (4) Notice of a meeting of Owners shall be served by the person or persons convening the meeting upon each Owner at least 14 days before the date of the meeting, and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed. Service of a notice required to be served hereunder may be effected :-
- (a) by delivering it personally upon the Owner;
  - (b) by post addressed to the Owner at his last known address; or
  - (c) by leaving the notice at the Owner's Unit or depositing the notice in his letter box.
- Quorum of Meeting (5) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and remains present for the duration of the meeting. The quorum at a meeting shall be 10% of the Owners. For the purpose of this Clause 10% of the Owners shall :-
- (a) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Development is divided; and
  - (b) not be construed as the Owners of 10% in aggregate of the Undivided Share.
- The procedure at any meeting shall be as is determined by the Owners.
- Manager to act as Secretary (6) The Manager shall send a secretary to the meetings who shall keep a record of the persons present at the meetings and the proceedings thereof.

- |                              |      |  |
|------------------------------|------|--|
| Corporate Owner              | (7)  | In the event of an Owner being a corporate body, any representative appointed by such Owner shall be entitled to attend and vote on behalf of such Owner. Such appointment shall be made in accordance with Clause (10) of this Section VI.  |
| Chairman of Meeting          | (8)  | A meeting of the Owners shall be presided over by the Chairman of the Owners' Committee or, if the meeting is convened under Clause (3)(b) or (c) of this Section VI, the person convening the meeting.  |
| Voting right of Owners       | (9)  | <p>At a meeting of Owners :-</p> <p>(a) each Owner shall have 1 vote in respect of each Undivided Share that he owns;</p> <p>(b) the votes of Owners may be given either personally or by proxy;</p> <p>(c) if an undivided share is jointly owned by 2 or more persons, the vote in respect of that Undivided Share may be cast :-</p> <p style="padding-left: 40px;">(i) by a proxy jointly appointed by the co-owners;</p> <p style="padding-left: 40px;">(ii) by 1 co-owner appointed by the others; or</p> <p style="padding-left: 40px;">(iii) if no appointment has been made under sub-subparagraph (i) or (ii), then either personally or by proxy by one of the co-owners; and, in the case of any meeting where more than one of the co-owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, in person 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</p> <p>(d) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.</p> |
| Voting in person or by proxy | (10) | <p>(a) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Cap.344), and –</p> <p style="padding-left: 40px;">(i) shall be signed by the Owner; or</p> <p style="padding-left: 40px;">(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.</p> <p>(b) The instrument appointing a proxy shall be lodged with the Chairman of the Owners' Committee or, if the meeting is convened under Clause (3)(b) or (c) of this Section, the person convening the meeting at least 48 hours before the time for the holding of the meeting.</p> <p>(c) 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.</p>   |

- Ordinary Resolutions
- (11) Save as otherwise provided in this Deed any resolution on any matter concerning the Land and the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners Provided Always :-
- (a) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
  - (b) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
  - (c) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.
  - (d) 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 unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares in the Land and the Development (excluding the Undivided Shares allocated to the Common Areas and the Common Facilities).
- Special Resolutions
- (12) Without prejudice to anything herein contained but subject to Section VIII hereof, no resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than 75% of the total number of Undivided Shares in the Land and the Development (excluding the Undivided Shares allocated to the Common Areas and the Common Facilities) namely :-
- (a) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Conditions or in the event of the Government taking any action by way of earlier re-entry thereunder in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease term upon such terms and conditions as the Government shall offer, whether and in what manner to pay any premium rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the Conditions.
  - (b) A resolution to rebuild or redevelop the Development.
- Accidental omission of notice
- (13) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- Resolution in writing
- (14) Except those matters set out in the Building Management Ordinance (Cap.344) or in this Deed to be dealt with, decided, determined, passed or approved by a resolution of Owners at an Owners' meeting and subject to Clause (12) of this Section VI and Section VIII of this Deed, a resolution in writing signed by those Owners who in the aggregate have vested in them for the time being more than 50% of the total number of the Undivided Shares in the Land and the Development (excluding the Undivided Shares allocated to the Common Areas and the Common Facilities) shall be as valid and effectual as if it had been a resolution

requiring only a simple majority of votes passed at a validly convened meeting of the Owners.

- |   |      |  |
|---|------|--|
| Mortgagees' voting right  | (15) | Where any Owner has charged or mortgaged his interest in any Undivided Share(s) in the Land and the Development, the voting rights conferred on such Owner shall, subject to the provisions of the relevant mortgage, be exercisable by the Owner (the Mortgagor) unless the mortgagee is in possession or in receipt of the rents and profits in respect of such Undivided Share(s).  |
| Passing of resolutions  | (16) | (a) All resolutions put to the vote of the meeting shall be decided by a poll to be taken at such time and in such manner as the Chairman shall direct.<br><br>(b) In the case of an equality of votes the Chairman shall have a second or casting vote.   |
| Resolutions binding on All Owners   | (17) | All resolutions passed at a meeting duly convened and held shall be binding on all Owners.   |
| Purpose of Meeting  | (18) | The purpose of such meetings, in addition to the election of officers and members of the Owners' Committee as aforesaid, shall be to discuss all matters relating to the Development.  |
| Election of Owners' Committee   | (19) | The Chairman, the Vice-Chairman and any other officers of the Owners' Committee shall be elected in the following manner. The candidates for election shall be proposed and seconded by any Owners present in person or by duly authorised representative at the meeting. As soon as all candidates have been proposed and seconded and provided that such candidates consent to be elected their names will be put before the meeting who will vote thereon. For the avoidance of doubt, all the officers and members of the Owners' Committee and any person to fill the causal vacancy of the Owners' Committee shall be elected in an Owners' Meeting. |
| Undivided Shares allocated to Common Areas and the Common Facilities carry no voting rights | (20) | Notwithstanding anything contained in this Deed to the contrary but for the avoidance of doubt, the Undivided Shares allocated to the Common Areas and the Common Facilities shall not carry any voting rights or liability to pay fees under this Deed, nor shall such Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.   |

## SECTION VII

### MEETING OF THE OWNERS' COMMITTEE

- |                          |     |  |
|--------------------------|-----|--|
| Members of the Committee | (1) | The Chairman, Vice-Chairman and the other members of the Owners' Committee (hereinafter referred to as "the Committee") elected in accordance with the provisions of Clause (1) of Section VI of this Deed shall be the Owners' Committee, which shall meet at least once every three months.  |
| Notice of Meeting        | (2) | The meeting of the Committee may be convened by the Manager, the Chairman or any two members of the Owners' Committee by at least 7 days' notice in writing to each member of the Owners' Committee specifying the date, time and place of the meeting and the resolutions (if any) that are to be proposed. Service of a notice required to be served |



hereunder may be effected :-

- (a) by delivering it personally upon the member of the Committee; or
  - (b) by post addressed to the member of the Committee at his last known address; or
  - (c) by leaving the notice at the member's Unit or depositing the notice in his letter box.
- Manager no voting right (3) The Manager may be represented at the meeting by a duly appointed representative who shall not be entitled to vote.
- Manager to act as Secretary (4) The Manager shall send a secretary to the meetings who shall keep a record of the persons present at the meetings and the proceedings thereof.
- Convening a Meeting (5) The Chairman or any 2 members may request the Manager to convene a meeting and the Manager shall, upon such request, convene the meeting in accordance with the provisions of Clause (2) of this Section.
- Quorum of Meeting (6) No business shall be transacted at any time unless a quorum is present when the meeting proceeds to business and remains present for the duration of the meeting. The quorum at a meeting of the Committee shall be 50% of the members of the Committee (rounded up to the nearest whole number). 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.
- Passing of resolutions (7) All resolutions put to the vote of the meeting shall be decided by a majority on a show of hands and each member present shall have one vote and if there is an equality of votes, the Chairman shall have, in addition to a deliberative vote, a casting vote.
- Resolutions binding on Owners (8) All resolutions passed at a meeting of the Committee duly convened and held shall be binding on all Owners.
- Purpose of Meeting (9) The purpose of a meeting of the Committee shall be to :-
- (i) discuss issues and review rules relating to the management of the Common Areas and the Common Facilities and to make known to the Manager its views;
  - (ii) exercise any statutory rights or duties given to it pursuant to the Building Management Ordinance (Cap.344);
  - (iii) exercise any power, discretion or duty given to it pursuant to this Deed; and
  - (iv) in the event of the resignation or termination of the appointment of the Manager from time to time appointed pursuant to this Deed, call a meeting of Owners for the purpose either of incorporation of the Owners pursuant to the Building Management Ordinance (Cap. 344) or of approving the

appointment of replacement Manager under this Deed.

- Procedure of the Meeting (10) The procedures at meetings of the Committee shall be as is determined by the Committee.

### SECTION VIII

#### EXTINGUISHMENT OF RIGHTS UNDER THIS DEED

- (1) In the event of the Development or any part thereof being damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for use or habitation or occupation, the Manager or the owners of not less than 75% of the Undivided Shares allocated to that damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and the Common Facilities) shall convene a meeting of the Owners of the Units in the Development (if whole of the Development is damaged) or that part of the Development so damaged and such meeting may decide by a resolution of not less than 75% of those present at the meeting whether or not to rebuild or reinstate the damaged part of the Development and if it is resolved that it is not practicable to reinstate and rebuild the Development (if the whole of the Development is damaged) or such part of the Development so damaged the Undivided Shares in the Land and the Development representing the Units in the Development (if the whole of the Development is damaged) or such part of the Development so damaged shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or such other means as the Manager may deem appropriate and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares (excluding the Owner of the Undivided Shares allocated to the Common Areas and the Common Facilities) in proportion to the respective Undivided Shares previously held by such former Owners. All insurance moneys received in respect of any policy of insurance on the Development (if the whole of the Development is damaged) or such part of the Development so damaged shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of the Development or that part of the Development. Provided Always That if it is resolved by not less than 75% of such Owners present as aforesaid to reinstate or rebuild such part of the Development the Owners of such part of the Development shall pay the excess of the costs of reinstatement or rebuilding of the relevant part of the Development damaged as aforesaid over and above the money recoverable from the insurance of such part of the Development in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant part of the Development and be recoverable as a civil debt.
- (2) The following provisions shall apply to a meeting convened under Clause (1) of this Section:-
- (a) A meeting shall not proceed unless a quorum is present and remains present for the duration of the meeting. A quorum shall consist of Owners holding not less than 75% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and the Common Facilities) allocated to the Development (if whole of the Development is damaged) or that part of the Development so damaged. If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week and at the same place.
  - (b) The Manager's representative shall preside at such meeting.
  - (c) A resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one Owner entitled to be present and present at the meeting. A poll if demanded shall be taken at such time and in such manner as the Manager shall direct.
  - (d) On a show of hands every Owner entitled to be present and present at the meeting shall have one vote for every Undivided Share held by him and in case of a poll every such Owner shall have one

vote for every Undivided Share held by him and for the avoidance of doubt, number of Undivided Shares held by each voting Owner will be recorded for counting the votes whether the voting is held by show of hands or by poll.

- (e) The resolution passed in the meeting shall be binding upon all the Owners of the Development (if the whole of the Development is damaged) or of the part of the Development so damaged.
- (f) The Manager shall give notice of the meeting which shall be posted on the public notice boards of the Development specifying the time and place of the meeting.

## SECTION IX

### MISCELLANEOUS

- (1)
  - (a) Notwithstanding anything contained in this Deed, the Registered Owner shall not assign mortgage or charge (save by way of building mortgage or charge under Special Condition No.(18)(d) of the Conditions) or otherwise dispose of or part with the possession of any of the Undivided Shares allocated to the Common Areas and the Common Facilities or any interest therein or enter into any agreement so to do except that upon execution of this Deed the whole of the said Undivided Shares in the Common Areas and the Common Facilities shall be assigned to and vested in the Manager free of costs and consideration who must hold the said Undivided Shares on trust for the benefit of all Owners provided that the Undivided Shares of the common areas and common facilities to be designated under the Sub-Deed of the Commercial Accommodation shall only be required to be so assigned to and vested in the Manager upon execution of the Sub-Deed of the Commercial Accommodation who must then hold such Undivided Shares on trust for the benefit of all Owners.
  - (b) Subject to Sub-Clause (c) hereof, on termination of the Manager's appointment the Manager shall assign the said Undivided Shares free of costs or consideration to its successor in office.
  - (c) The Owners' Corporation once in being may require the Manager, in accordance with this Deed to assign the Undivided Shares in the Common Areas and Common Facilities and transfer the management responsibilities to it free of costs or consideration. At any time upon request by the Owners' Corporation, the Manager must assign the said Undivided Shares to the Owners' Corporation free of costs and consideration and the Owners' Corporation must hold them on trust for the benefit of all Owners.
  - (d) The Undivided Shares allocated to the Common Areas and the Common Facilities shall not carry any liability to pay charges under this Deed or any voting rights at any meeting whether under this Deed, the Building Management Ordinance (Cap.344) or otherwise nor shall those Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.
- (2) All notice required to be served hereunder on any of the parties hereto or on any Owner shall be deemed to have been sufficiently served if a copy of such notice is served personally on the party to be served or posted on a conspicuous part of the Unit of which the party to be served is entitled to the sole and exclusive use, occupation and enjoyment notwithstanding that such party may not personally occupy such Unit or if a copy is sent by prepaid post to the last known address in Hong Kong of the party to be served Provided that where notices are to be served on any Owner who is a Mortgagee or chargee, such notice shall be served on the Mortgagee or chargee if a company at its registered office or last known place of business in Hong Kong and if an individual at its last known place of residence.
- (3) During the existence of the Owners' Corporation the general meeting of the Owners' Corporation shall take the place of the Owners' Meeting convened under this Deed and the management committee of the Owners' Corporation so provided for in the Building Management Ordinance (Cap.344) shall take the place of the Owners' Committee whereupon all references throughout this Deed to "Owners' Committee" shall be construed and read as referring to the said management committee of the Owners' Corporation.

- (4) Notwithstanding anything herein contained, no provision in this Deed shall prejudice the operation of, or shall contravene, contradict, overrule or fail to comply with the provisions of the Building Management Ordinance (Cap.344) and the Schedules thereto or any amendments thereof or any substitution thereof. No provisions contained in this Deed shall in any way be in contravention or in breach of any terms and conditions set out in the Conditions.
- (5) (a) The Registered Owner shall at its own cost provide a direct translation in Chinese of this Deed. The Registered Owner shall deposit a copy of this Deed and the Chinese translation thereof in the management office within one month from the date of this Deed for inspection by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of a dispute as to the effect of the Chinese translation and this Deed (in English), this Deed (in English) as approved by the Director of Lands shall prevail.
- (b) The Registered Owner shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) (English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (6) In the event that there is any Slopes and Retaining Walls, the Registered Owner shall deposit a full copy of the Maintenance Manual(s) for Slopes and Retaining Walls in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (7) (a) All costs incidental to the preparation of the Second Schedule hereto shall be borne by the Registered Owner. The Registered Owner shall at its own costs compile for the reference of the Owners and the Manager a Maintenance Manual for the Works and Installations setting out the following details :-
- (i) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
  - (ii) All certificates, 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 inspections;
  - (vi) Checklist and typical inspection record sheets for routine maintenance inspection;
  - (vii) Recommended maintenance cycle of the Works and Installations; and
  - (viii) A list of spare parts, if any, provided by the contractors in respect of all facilities and equipment.
- (b) The Registered Owner shall deposit a full copy of the maintenance manual for the Works and Installations in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (8) The Second Schedule hereto and the maintenance manual for the Works and Installations may be revised

(including but not limited to the addition of works and installations in the Development, the updating of maintenance strategies in step with changing requirements etc.) if necessary.

- (9) The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the Second Schedule hereto and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant 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 convened under this Deed.
- (10) All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations will be paid out of the Special Fund.
- (11) The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office within one month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (12) Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions :
  - (i) the term of the contract will not exceed 3 years;
  - (ii) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and
  - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.
- (13) All Owners of Undivided Shares who do not occupy the Units to which those Undivided Shares relate shall provide the Manager with an address in Hong Kong for service of notices under this Deed.
- (14) Subject to the terms and conditions of and in the Conditions under which the Land is held, no provision in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap.459), any regulations made thereunder and any amending or replacing legislation (hereinafter referred to as "RCHE") or residential care home for PWDs as defined in the Residential Care Homes (Person with Disabilities) Ordinance (Cap.613), any regulations made thereunder and any amending or replacing legislation (hereinafter referred to as "RCHD") or the use of the Land or any part thereof or the Development or any part thereof for the purpose of RCHE or RCHD.
- (15) 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 approval decided by the Owners' Corporation on the channels of communication amongst Owners on any business relating to the management of the Development.
- (16) In addition to Clause (32) of Section IV hereof:-
  - (a) Subject to Sub-Clause (f) hereof, each Residential 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 (Cap.374), any regulations made thereunder and any amending legislation, and belonging to residents of the Residential Accommodation and their bona fide guests, visitors or invitees and subject to the General Rules and Carpark Rules as may be imposed from time to time by the Manager.
  - (b) Subject to Sub-Clause (f) hereof, each Commercial 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 (Cap.374), any regulations made thereunder and any amending legislation, and belonging to

occupiers of the Commercial Accommodation and their bona fide guests, visitors or invitees and subject to the General Rules and Carpark Rules as may be imposed from time to time by the Manager.

- (c) Each Residential Motorcycle Parking Space shall not be used for any purpose other than for the parking of one motor cycle licensed under the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation, and belonging to residents of the Residential Accommodation and their bona fide guests, visitors or invitees and subject to the General Rules and Carpark Rules as may be imposed from time to time by the Manager.
  - (d) Each Commercial Motorcycle Parking Space shall not be used for any purpose other than for the parking of one motor cycle licensed under the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation, and belonging to occupiers of the Commercial Accommodation and their bona fide guests, visitors or invitees and subject to the General Rules and Carpark Rules as may be imposed from time to time by the Manager.
  - (e) Subject to Sub-Clause (f) hereof, each Visitors' 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 (Cap.374), any regulations made thereunder and any amending legislation, and belonging to bona fide guests, visitors or invitees of the residents of the Residential Accommodation and subject to the General Rules and Carpark Rules as may be imposed from time to time by the Manager and subject also to payment of such fees as the Manager may at its sole discretion consider fit and appropriate which fees shall be credited to the Management Fund.
  - (f) Each of the disabled parking spaces being the Visitors' Car Parking Space for parking of motor vehicles by disabled persons and the Disabled Parking Space for the Residential Accommodation and the Disabled Parking Space for the Commercial Accommodation shall not be used for any purpose other than for the parking of one motor vehicle by disabled persons as defined in the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the Development and their bona fide guests, visitors or invitees and subject to the General Rules and Carpark Rules as may be imposed from time to time by the Manager. For the avoidance of doubt, "disabled persons" wherever appears in this Deed shall have the meaning as defined in the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation.
- (17) In respect of those Flats namely Flats B, C, E, F and G on 5<sup>th</sup> Floor and Flats B, C, E, F, G and H on 6<sup>th</sup> to 10<sup>th</sup> Floor (both inclusive) and 12<sup>th</sup> Floor and Flats A, B, C, E, F, G and H on 13<sup>th</sup> to 26<sup>th</sup> Floors (both inclusive) (14<sup>th</sup> and 24<sup>th</sup> Floors omitted) and Flat A on 28<sup>th</sup> Floor in the Residential Accommodation which safety hook(s) or similar device(s) is installed at or affixed to the External Wall of the Flat for the purpose of carrying out or facilitating the carrying out of any work including repair and maintenance work to any installation or device of that Flat including but not limited to water heater and gas meter and associated pipes and flues of that Flat, the Owner of that Flat shall at his own costs and expenses keep and maintain such hook(s) and device(s) in a safe, good and proper repair condition including but not limited to carrying out performing following complying and observing all the requirements procedures steps and actions and the like more particularly set out in the Third Schedule hereto and any addition or variation thereto from time to time made by the Manager or in accordance with the then relevant requirements of the Labour Department, the Buildings Department or any other relevant government authority provided that without prejudice to the aforesaid, the Manager shall use its reasonable endeavours to assist the Owners of such Flats in carrying out (at the costs and expenses of the relevant Owner) their duties and obligations hereunder. The said safety hook(s) or similar device(s) shall not be removed or in any way be altered modified or tampered with without the prior written approval from the Hong Kong Gas Company Limited and the Government authorities (if necessary) and the Manager, and that Owner shall be solely responsible and liable for all matters, costs, expenses, claims, liabilities, demands, actions and proceedings in respect of or in connection with the repair, maintenance, use and/or operation of the said hook(s) or device(s) including repairing and making good any damage to the External Walls during such repair, maintenance, use and/or operation and shall indemnify the Manager and other Owners and keep them fully indemnified against all costs, expenses, claims, liabilities, demands, actions, proceedings, losses and damages whatsoever and howsoever arising from breach of the above AND for the avoidance of doubt,

should an Owner be in breach of this clause, the Manager shall have the right to carry out the necessary repair and maintenance to the relevant hook(s) and device(s) at the costs and expenses of that Owner who shall reimburse and pay the same to the Manager upon demand.

- (18) In addition to any similar rights which the Manager may have in this Deed, the Manager, its servants, agents, contractors and persons duly authorized by the Manager shall have the right on prior reasonable notice (except in case of emergency) to enter upon and remain at any roof and/or flat roof for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning or painting all or any part of the Common Areas and the Common Facilities in or upon such roof and/or flat roof or to which access is gained via such roof and/or flat roof and, on a temporary basis, to erect, place or store on any such roof and/or flat roof any scaffolding or other plant, equipment or materials necessary for the purpose of any aforesaid works for so long as such works are being carried on, AND the Manager shall have the right to maintain, repair, operate, temporarily install, move, and have access to, over and/or on any roof, any flat roof or the parapet walls of any roof or flat roof the cleaning gondola and/or any davit arm, other equipment or device of management (collectively referred to in this Deed as the "gondola" which expression shall include all brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, improve and/or replace any part of the exterior of the Development including the curtain walls and system, and on prior reasonable notice, the Manager, its servants, agents, contractors and persons duly authorized by the Manager shall have the right to enter upon any roof and/or flat roof for the purposes of operating, installing, keeping, repairing, storing and parking the gondola. The Owner of any Unit with roof and/or flat roof adjoining thereto or held therewith shall not put install or otherwise place any article upon any roof and/or flat roof forming part or parts of any Unit thereby obstructing the access to such roof and/or flat roof by the Manager, its servants, agents, contractors and persons duly authorized by the Manager for the purpose of exercising the aforesaid rights.
- (19) The Registered Owner shall at its own costs and expenses deposit a copy of the latest Fire Safety Management Plan in the management office of the Development within one month from the date of this Deed and if there shall be any subsequent addition or variation to the Fire Safety Management Plan, the Manager shall deposit a copy of the revised Fire Safety Management Plan in the management office of the Development as soon as practicable after such addition or variation. The Manager shall make available the copy of the Fire Safety Management Plan or (if applicable) the revised Fire Safety Management Plan for inspection by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge and all charges received shall be credited to the Special Fund. The Owner of any Flat with open kitchen (which for the purpose of identification is shown and demarcated by a red pecked line and marked "OK" on the plans hereto annexed (referred to in this Deed as "Open Kitchen") shall observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan (including but not limited to repair and maintenance of the fire services system (which forms part of the relevant Flat) at the own costs and expenses of the relevant Owner) and shall cause his tenants and other occupants of his Flat to observe and comply with the same.
- (20) (a) No Owner of the relevant Flat with Open Kitchen shall in any way or manner:-
- (i) remove or obstruct the smoke detectors provided inside the Flat and at the common lobby outside the Flat;
  - (ii) remove or obstruct the sprinkler head provided at the ceiling immediately above the Open Kitchen;
  - (iii) remove the full height wall having an FRR of not less than -/30/30 adjacent to the flat exit door; or
  - (iv) replace the fire rated entrance door (if any) except with the prior written consent of the Manager provided that the door shall have the same fire rated specification and self-closing device and the certificate of the fire rated entrance door so replaced by the Owner shall be submitted to the Manager for record.
- (b) No Owner shall in any way or manner remove or obstruct the smoke detectors provided at the common

lobbies of the Residential Accommodation.

- (21) The fire service installation in Clauses (20)(a)(i) and (20)(a)(ii) above shall be subject to annual check conducted by the Registered Fire Service Installation Contractor appointed by the Manager for the purpose. The Owner of the relevant Flat with Open Kitchen shall carry out the annual maintenance and check of the fire service installations and cause the relevant maintenance certificate to be submitted by the Registered Fire Service Installation Contractor to the Fire Service Department.
- (22) Owner of the relevant Flat with Open Kitchen shall keep the fire service installation in good order and condition and shall not alter, demolish, remove or relocate or do anything which may alter, damage or interfere with any such installation, its power connection or its connection with any other fire alarm or fighting system.
- (23) The Owner of the relevant Flat with Open Kitchen shall permit the Manager, its servants, agents, contractors (including the said Registered Fire Service Installation Contractor carrying out the annual maintenance and check) and persons duly authorized by the Manager on prior reasonable notice (except in case of emergency) to gain access to and enter upon his Flat for the purposes of carrying out the duties, check, inspection, maintenance, commissioning, mandatory annual testing and certification of the fire safety provisions installed therein as stipulated and/or in accordance with the Fire Safety Management Plan by suitable qualified personnel or registered fire services installation contractors in accordance with all applicable rules and legislations.
- (24) Subject to and without prejudice to the rights and privileges of the Registered Owner in Clause (9)(a)(ix) of Section I of this Deed, once and when the Commercial Accommodation (excluding the Commercial Common Areas and Commercial Common Facilities) falls into multi-ownership of Owners other than the Registered Owner with different Owners having rights to the exclusive possession of different parts of the Commercial Accommodation, such Owners of the different parts of the Commercial Accommodation shall enter into a sub-deed of mutual covenant to define and set out their respective rights and obligations in respect of the Commercial Accommodation and allocate the number of Undivided Shares and Management Shares of the Commercial Accommodation which sub-deed of mutual covenant shall be subject to the prior approval of the Director of Lands unless he shall have, in his absolute discretion, waived the requirement of such approval.
- (25) In entering into the sub-deed of mutual covenant referred to and mentioned in Clause (24) above, a party who immediately before the Commercial Accommodation (excluding the Commercial Common Areas and Commercial Common Facilities) first falling into multi-ownership and the entering of such sub-deed of mutual covenant is the owner of the whole of the Commercial Accommodation (excluding the Commercial Common Areas and Commercial Common Facilities) may subject to the prior approval of the Director of Lands unless he shall have, in his absolute discretion, waived the requirement of such approval by such sub-deed of mutual covenant designate and declare any area or part or parts of the Commercial Accommodation excluding the Commercial Common Areas and Commercial Common Facilities to be additional Commercial Common Areas and Commercial Common Facilities whereupon, with effect from such designation or declaration, such area or part or parts shall form part of the Commercial Common Areas and the Commercial Common Facilities respectively and the relevant Owners shall contribute to the maintenance and upkeep of such area or part or parts which by virtue of such sub-deed of mutual covenant form part of the Commercial Common Areas and Commercial Common Facilities provided always that any designation made shall be irrevocable and permanent and there shall be no redesignation.
- (26) Notwithstanding anything contained in this Deed to the contrary, (a) the reinforced concrete roof slabs above the respective internal staircases from 29<sup>th</sup> Floor to Roof Floor of Flat A and Flat B on 28/F & 29/F shall form part of the respective Flats for the exclusive use occupation and enjoyment of the Owners of the respective Flats and shall for all purposes be maintained and repaired by the Owner of such Flat at his own costs and expenses and, subject to the prior written approval of the relevant Government authorities (if required), the Owners of the said Flat A and Flat B shall have the right to remove alter and/or modify the said reinforced concrete roof slabs of their respective Flats; and (b) the Owner of Flat A on 28/F & 29/F shall not carry out any modification or extension to the swimming pool on the 28<sup>th</sup> Floor of the Flat without the prior written agreement of the Water Authority.



- (27) No modification or extension shall be carried out by the Owners to the swimming pool on the 3rd Floor of the Development without the prior written agreement of the Water Authority. Notwithstanding any right or power conferred upon the Manager by this Deed or the Building Management Ordinance (Cap.344) or any other laws or regulations, the Manager shall not carry out any modification or extension and shall ensure that modification or extension shall not be carried out to the swimming pool on the 3<sup>rd</sup> Floor of the Development without the prior written agreement of the Water Authority.

THE FIRST SCHEDULE ABOVE REFERRED TO

Part I

Allocation of Undivided Shares

**Undivided Shares of the Flats**

<b>Floor</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>J</b>
5/F	21 $\alpha$	21 $\alpha$	21 $\alpha$	45 $\alpha$	27 $\alpha$	39 $\alpha$	23 $\alpha$	24 $\alpha$	-
6/F	22	23	24	47	24	24	25	25	25
7/F	22	23	24	47	24	24	25	25	25
8/F	22	23	24	47	24	24	25	25	25
9/F	22	23	24	47	24	24	25	25	25
10/F	22	23	24	47	24	24	25	25	25
12/F	22	23	24	47	24	24	25	25	25
13/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
15/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
16/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
17/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
18/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
19/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
20/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
21/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
22/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
23/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
25/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
26/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
27/F	75 $\alpha$	78 $\alpha$	88 $\alpha$	-	-	-	-	-	-
28/F& 29/F	154 $\alpha^*$	150 $\alpha^*$	-	-	-	-	-	-	-

Total Undivided Shares for Flats:

**5,788**

**Notes**

- (a)  $\alpha$  Flat with flat roof(s) (inclusive of swimming pool/Jacuzzi, if any) pertaining thereto
- (b)  $\mu$  Flat with air-conditioning platform pertaining thereto
- (c)  $*$  Flat with roof(s) pertaining thereto
- (d) Refuge Floor is located on 11<sup>th</sup> Floor.
- (e) There are no designation of 14<sup>th</sup> Floor and 24<sup>th</sup> Floor.

**Undivided Shares of the Commercial Accommodation**

Commercial Accommodation (including Flat Roof but excluding Signage Areas and Commercial Common Areas and Commercial Common Facilities)	1,408	
Signage Areas	No.1	2
	No.2	12
	No.3	3
	No.4	8
	No.5	3
Commercial Common Areas and Commercial Common Facilities	1	
<b>Total Undivided Shares for Commercial Accommodation</b>	<b>1,437</b>	

**Summary of Undivided Shares Allocation**

		Undivided Shares
Flats (see Table of Undivided Shares of the Flats for respective nos. of Undivided Shares allocated to each of the Flats)		5,788
Commercial Accommodation (excluding Commercial Common Areas and Commercial Common Facilities)		1,436
Residential Car Parking Spaces	16 nos. x 6 shares for each	96
Residential Motorcycle Parking Space	1 no. x 2 shares for each	2
Disabled Car Parking Spaces for the Residential Accommodation	1 no. x 8 shares for each	8
Commercial Car Parking Spaces	4 nos. x 6 shares for each	24
Commercial Motorcycle Parking Space	1 no. x 2 shares for each	2
Disabled Car Parking Spaces for the Commercial Accommodation	1 no. x 8 shares for each	8
Common Areas and Common Facilities (including Commercial Common Areas and Commercial Common Facilities)		100
<b>Total:</b>		<b>7,464</b>

Part II  
Allocation of Management Shares

**Management Shares of the Flats**

<b>Floor</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>J</b>
5/F	21 $\alpha$	21 $\alpha$	21 $\alpha$	45 $\alpha$	27 $\alpha$	39 $\alpha$	23 $\alpha$	24 $\alpha$	-
6/F	22	23	24	47	24	24	25	25	25
7/F	22	23	24	47	24	24	25	25	25
8/F	22	23	24	47	24	24	25	25	25
9/F	22	23	24	47	24	24	25	25	25
10/F	22	23	24	47	24	24	25	25	25
12/F	22	23	24	47	24	24	25	25	25
13/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
15/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
16/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
17/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
18/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
19/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
20/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
21/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
22/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
23/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
25/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
26/F	49	31	30	49 $\mu$	24	24	33	25	34 $\mu$
27/F	75 $\alpha$	78 $\alpha$	88 $\alpha$	-	-	-	-	-	-
28/F&29/F	154 $\alpha^*$	150 $\alpha^*$	-	-	-	-	-	-	-

Total Management Shares for Flats:

**5,788**

Notes

- (a)  $\alpha$  Flat with flat roof(s) (inclusive of swimming pool/Jacuzzi, if any) pertaining thereto
- (b)  $\mu$  Flat with air-conditioning platform pertaining thereto
- (c) \* Flat with roof(s) pertaining thereto
- (d) Refuge Floor is located on 11<sup>th</sup> Floor.
- (e) There are no designation of 14<sup>th</sup> Floor and 24<sup>th</sup> Floor.

**Management Shares of the Commercial Accommodation**

Commercial Accommodation (including Flat Roof but excluding Signage Areas and Commercial Common Areas and Commercial Common Facilities)		1,408
Signage Areas	No.1	2
	No.2	12
	No.3	3
	No.4	8
	No.5	3
Commercial Common Areas and Commercial Common Facilities		n/a
Total Management Shares for Commercial Accommodation		<b>1,436</b>

**Summary of Management Shares Allocation**

		Management Shares
Flats (see Table of Management Shares of the Flats for respective nos. of Management Shares allocated to each of the Flats)		5,788
Commercial Accommodation (excluding Commercial Common Areas and Commercial Common Facilities)		1,436
Residential Car Parking Spaces	16nos. x 6 shares for each	96
Residential Motorcycle Parking Space	1 no. x 2 shares for each	2
Disabled Car Parking Spaces for the Residential Accommodation	1 no. x 8 shares for each	8
Commercial Car Parking Spaces	4 nos. x 6 shares for each	24
Commercial Motorcycle Parking Space	1 no. x 2 shares for each	2
Disabled Car Parking Spaces for the Commercial Accommodation	1 no. x 8 shares for each	8
Common Areas and Common Facilities (including Commercial Common Areas and Commercial Common Facilities)		n/a
<b>Total:</b>		<b>7,364</b>

THE SECOND SCHEDULE ABOVE REFERRED TO

Works and Installations

Items of the Works and Installations in the Development which will require regular maintenance on a recurrent basis are as follows :-

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) the slope structures (if any);
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations;
- (x) gas supply system;
- (xi) window installations;
- (xii) other major items as from time to time be added or revised;
- (xiii) gondola.

### THE THIRD SCHEDULE ABOVE REFERRED TO

#### Requirements etc. relating to the safety hook(s) or similar device(s)

1. Each cast-in anchor (of the safety hook or similar device) shall only be used by one worker at any one time.
2. Cast-in anchors shall be the connection point of the fall arrest equipment such that the worker will not fall more than the height specified by the specifications of the safety belt, nor contact any lower level structures. The distance of fall shall be minimized as far as practicable.
3. An annual inspection of the safety hook(s) or similar device(s) including the cast-in anchor(s) shall be required and shall be carried out by an engineer in building, civil or structural disciplines every 12 months. The inspection certificate so issued is valid for 12 months and should be made available for Labour Department's inspection upon request.
4. Suitable type of lanyard and safety belt system shall be used. Reference shall be made to the "Guidance Notes on Classification and Use of Safety Belts and their Anchorage Systems" published by the Occupational Safety and Health Branch of the Labour Department, and relevant British Standards, and such other relevant and applicable guides, directions requirements or the like from time to time issued by the relevant government authority.
5. The requirements from time to time stipulated or issued by the Labour Department and/or any other government authority for using anchor devices shall be observed and fully complied with.
6. The cast-in anchors are one of the structural elements shown in the general building and structural plans of the Development and any alterations to the cast-in anchors shall be subject to the prior written approval and consent of the Manager and the Buildings Department.
7. All maintenance repair and inspection records of the safety hook(s) and similar device(s) including the anchor(s) shall be properly maintained and if requested by the Manager, the Buildings Department and/or any other government authority be produced for their inspection.
8. If any cast-in anchor has been subjected to impact force or misused, it shall not be used again until the same having been firstly inspected and determined and approved in writing by a Registered Professional Engineer in Building, Civil or Structural Disciplines to be undamaged and suitable for use or reuse.

IN WITNESS whereof the Registered Owner and the Manager have caused their respective Common Seals to be hereto affixed and the First Purchaser hath hereunto set his hand and seal the day and year first above written.

SEALED with the Common Seal of the )  
Registered Owner and SIGNED by )  
)  
)  
person(s) duly authorized by its Board of )  
Directors whose signature(s) is/are verified by :- )

SIGNED SEALED AND DELIVERED )  
by the First Purchaser in the presence of :- )

INTERPRETED to the First Purchaser by :-

SEALED with the Common Seal of the )  
Manager and SIGNED by )  
)  
)  
person(s) duly authorized by its Board of )  
Directors whose signature(s) is/are verified by :- )



Dated the \_\_\_\_\_ day of \_\_\_\_\_

URBAN RENEWAL AUTHORITY

and

[ \_\_\_\_\_ ]

and

[ \_\_\_\_\_ ] LIMITED

\*\*\*\*\*

DEED OF MUTUAL COVENANT  
INCORPORATING MANAGEMENT AGREEMENT

\*\*\*\*\*