

KLY Draft 12: 29.06.2021
(LACO Approved (2nd Amendment): 07.07.2021)

Dated the _____ day of _____.

TEAMPEARL COMPANY LIMITED

and

KANIC PROPERTY MANAGEMENT LIMITED

and

[_____]

**DEED OF MUTUAL COVENANT INCORPORATING
MANAGEMENT AGREEMENT**

OF

SHA TIN TOWN LOT NO. 610

**KAO, LEE & YIP
SOLICITORS & NOTARIES
17TH FLOOR, GLOUCESTER TOWER
THE LANDMARK, CENTRAL
HONG KONG SAR.**

K/LWY/84851/JWL/NWY (CV)

INDEX

		Clause No.	Page No.
RECITALS			5 – 6
SECTION I	DEFINITIONS		6 – 22
SECTION II	EXCLUSIVE RIGHTS OF FIRST OWNER AND COVENANTING OWNER	1 – 10	23 – 29
SECTION III	EASEMENTS RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH UNIT		
	A. Houses	11 – 12	30 – 31
	B. Flats	13 – 14	31 – 32
	C. Car Parks	15 – 16	32 – 33
SECTION IV	EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH UNIT IS/ARE HELD		
	A. Houses	17	34
	B. Flats	18	34 – 35
	C. Car Parks	19	35
	D. Provisions applicable to all Owners	20	35
SECTION V	COVENANTS PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS		
	A. Covenants provisions and restrictions to be observed and performed by the Owners	21 – 70	36 – 44
	B. Covenants and provisions applicable to Owners of Residential Units	71 – 83	44 – 49
	C. Covenants and provisions applicable to Owners of Houses	84 – 90	49 – 51

	D. Covenants and provisions applicable to Owners of Car Parks	91 – 99	52
SECTION VI	MANAGEMENT OF THE DEVELOPMENT		
	A. Appointment of Manager	100 – 103	53 – 55
	B. Powers and Duties of Manager	104 – 115	56 – 70
	C. Manager’s Remuneration	116 – 117	70
	D. Management Budget and Contribution by Owners	118 – 127	71 – 80
	E. Security for and recovery of moneys due to Manager	128 – 133	80 – 83
	F. Application of monies received by Manager	134 – 136	83
	G. Owners’ interest in Fund	137	83
	H. Management records and Accounts	138 – 146	83 – 86
SECTION VII	OWNERS’ MEETING AND OWNERS’ COMMITTEE		
	A. Meetings of the Owners	147 – 159	87 – 90
	B. Meetings of the Owners’ Committee	160 – 174	90 – 92
	C. Procurement of supplies, goods or services by the Owners’ Committee	175	92
SECTION VIII	REINSTATEMENT	176 – 177	93 – 95
SECTION IX	EXCLUSIONS AND INDEMNITIES	178	96
SECTION X	MISCELLANEOUS	179 – 192	97 – 100
FIRST SCHEDULE	GOVERNMENT GRANT		101
SECOND SCHEDULE	ALLOCATION OF UNDIVIDED SHARES		102 – 104
THIRD SCHEDULE	ALLOCATION OF MANAGEMENT SHARES		105 – 107

FOURTH SCHEDULE WORKS AND INSTALLATIONS	108
FIFTH SCHEDULE APPROVED NOISE MITIGATION MEASURES	109 – 111

THIS DEED made the day of

BETWEEN:

- (1) **TEAMPEARL COMPANY LIMITED** whose registered office is situate at 16th Floor, Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong (hereinafter called "the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) **KANIC PROPERTY MANAGEMENT LIMITED (佳力物業管理有限公司)** whose registered office is situate at 16th Floor, Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong (hereinafter called "the DMC Manager") of the second part; and
- (3) [] of [] (hereinafter called "the Covenanting Owner" which expression shall where the context so admits include his executors, administrators and assigns and in the case of a corporation its successors and assigns) of the third part.

WHEREAS:

- (1) Immediately prior to the assignment to the Covenanting Owner of the premises hereinafter referred to, the First Owner was in exclusive possession of the Land (as hereinafter defined) HELD from the Government hereinafter defined for the residue of the term of years and upon such terms and conditions as are set out in the First Schedule hereto.
- (2) The First Owner has erected on the Land the Development and has obtained the Occupation Permit from the Building Authority.
- (3) For the purpose of sale, the Land and the Development have been notionally divided into [●] equal undivided parts or shares which are more particularly set out in the Second Schedule hereto.
- (4) For the purpose of fixing and determining the amount to be contributed by each Owner to the management expenses of the Development, Management Shares shall be allocated to the part or parts of the Development in the manner as are more particularly provided in the Third Schedule hereto.
- (5) By an Assignment bearing even date herewith and made between the First Owner of the one part and the Covenanting Owner of the other part, the First Owner assigned unto the Covenanting Owner All Those [] equal undivided [●] 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 [] of the Development ("the First Unit").
- (6) The parties hereto have agreed to enter into these presents to provide for the proper management, operation, servicing, maintenance, repair, decoration, renovation, improvement and insurance of the Land and the Development and for the purposes of

defining and regulating the rights interests and obligations of themselves and all subsequent owners in respect of the Land and the Development.

NOW THIS DEED WITNESSETH as follows:

SECTION I

DEFINITIONS

In this Deed, the following words and expressions shall have the following meanings ascribed to them:

- “Approved Mitigation Proposal” means the proposal as approved by the Director of Lands for carrying out, completing and maintaining all necessary mitigation and stabilization works and associated works to be constructed within the Land and on the Green Cross-hatched Black Area and the Green Cross-hatched Black Stippled Red Area together with access provisions for the subsequent maintenance of the completed mitigation and stabilization works as referred to in Special Condition No. (38)(b) of the Government Grant.
- “Approved Noise Mitigation Measures” means the noise mitigation measures as proposed in the NIA and approved by the Director of Lands as referred to in Special Condition No.(44)(b) of the Government Grant, including but not limited to the acoustic fins, acoustic balconies, fixed windows, maintenance windows, self-closing doors at flat roof / utility platform and acoustic windows. For the purpose of identification, the locations of the Approved Noise Mitigation Measures are, where possible, shown by annotation of different text on the plans (certified as to their accuracy by the Authorized Person) annexed hereto. The locations of the Approved Noise Mitigation Measures are also set out in the Fifth Schedule to this Deed.
- “Authorized Person” means Chan Wan Ming of P&T Architects Limited, and any other replacement authorized person for the time being appointed by the First Owner.
- “Building Plans” means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under reference no. BD2/9153/16 and includes any amendment thereto as approved by the Building Authority.
- “Car Park” means either a Residential Parking Space or a Motor Cycle Parking Space.

“Car Park Common Areas” means all those areas or parts of the Land and the Development, the right to the use of which is designated by the First Owner in accordance with the provisions of this Deed for the common use and benefit of the Car Parks, the Visitors’ Parking Spaces and the Parking Spaces for the Disabled Persons and which is not otherwise specifically assigned to or for the exclusive use of the Owner of any individual Car Park and which include, without limiting the generality of the foregoing,

- (a) external wall(s) of the House(s) on the Basement 1 Floor (excluding those forming part of (i) the House; (ii) the Development Common Areas; and (iii) the Residential Common Areas);
- (b) by pass lobby, driveway(s), fan room, EMR room (EV charger) (electric meter room (EV charger)), stair(s) (excluding those forming part of the Residential Units); and
- (c) such areas within the meaning of “common parts” as defined in Section 2 of the Ordinance but shall exclude the Development Common Areas, Residential Common Areas, House Common Areas and Tower Common Areas.

Car Park Common Areas are for the purpose of identification shown coloured Violet on the plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto.

“Car Park Common Facilities” means all those installations and facilities in the Car Park Common Areas used in common by or installed for the common benefit of the Car Parks, the Visitors’ Parking Spaces and the Parking Spaces for the Disabled Persons and not for the exclusive use or benefit of any individual Owner of the Car Park or the Development as a whole and, without limiting the generality of the foregoing, including but not limited to car park control gates and panels, smoke vents and ducts, columns, walls and beams and all the water pipes, drains, wires, cables, lighting, car park mechanical ventilation systems including ducts and jet fans, and false ceiling.

“Chairman” means the chairman of the Owners' Committee appointed in accordance with the provisions hereof from time to time.

“Common Areas” means all of the Development Common Areas, Residential Common Areas, House Common Areas, Tower Common Areas and Car Park Common Areas.

“Common Areas and Facilities” means all of the Common Areas and all of the Common Facilities.

“Common Facilities” means all of the Development Common Facilities, Residential

Common Facilities, House Common Facilities, Tower Common Facilities and Car Park Common Facilities.

“Covered Landscape Areas” means the covered landscape areas which are for the purpose of identification shown edged with brown broken lines on the covered landscape areas plan certified as to its accuracy by or on behalf of the Authorized Person annexed hereto.

“Development” means the whole of the development constructed or in the course of construction on the Land in accordance with the Government Grant and the Building Plans and known as “**MOUNT ARCADIA (畢架 • 金峰)**”.

“Development Common Areas” means all those areas or parts of the Land and the Development, the right to the use of which is designated by the First Owner in accordance with the provisions of this Deed for the common use and benefit of the Owners and occupiers of the Units and is not given or reserved by this Deed or otherwise to the First Owner or the Owner of any individual Unit and is not otherwise specifically assigned to or for the exclusive use of the Owner of any individual Unit and which include, without limiting the generality of the foregoing:-

- (a) boundary wall(s) of the Development (excluding the internal finishes of any part of the boundary wall(s) enclosing and facing a House, which internal finishes shall form part of the House);
- (b) external wall(s) of the House(s) (excluding those forming part of (i) the House; (ii) the Residential Common Areas; and (iii) the Car Park Common Areas);
- (c) fence walls (excluding those parts of the fence walls forming part of (i) the Residential Common Areas or the Tower Common Areas; and (ii) a House or a Flat);
- (d) the Slopes and Retaining Walls which are located within the Land;
- (e) the Transformer Room(s);
- (f) the foundations of the Development;
- (g) areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;
- (h) the Greenery Areas (excluding those forming part of the Residential Common Areas);
- (i) the Owners’ Committee Office;

- (j) lift(s) (excluding those forming part of the Residential Units), fresh water & flushing water pump room, driveway(s), stair(s) (excluding those forming part of the Residential Units), sludge holding tank, A.D. (air duct(s)), ELE RM. (electrical room), TBE room (telecommunications and broadcasting equipment room), EV charger room (electric vehicles charger room), ELV. room (extra low-voltage room), water meter room, WMC (water meter cabinet(s)), F.S. and sprinkler pump room (fire services and sprinkler pump room), F.S. and S.F.H. pump room (fire services and street fire hydrant pump room), sprinkler tank, sewage treatment plant room (sewage treatment plant room), R.S. & M.R.R. (refuse storage and material recovery room), fan room, caretaker quarter provided in the Development in accordance with Special Condition No.(17)(a) of the Government Grant, caretaker office provided in the Development in accordance with Special Condition No.(16)(a) of the Government Grant, upper part of caretaker office, S.F.H. water tank (street fire hydrant water tank), F.S. control room (fire services control room), R.S. & M.R.C. (refuse storage and material recovery chamber), main switch room, accessible LAV. (accessible lavatory(ies)), sprinkler control valve cabinet, P.D. (pipe duct(s)), pantry, emergency generator room, SMATV equipment room, lift machine room, cleansing water tank room; and
- (k) such areas within the meaning of “common parts” as defined in Section 2 of the Ordinance but shall exclude the Residential Common Areas, House Common Areas, Tower Common Areas and Car Park Common Areas.

Development Common Areas are for the purpose of identification shown coloured Indigo on the plans (certified as to their accuracy by the Authorized Person) annexed hereto.

“Development
Common Facilities”

means all those installations and facilities in the Development Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Units of the Development as part of the amenities thereof and not for the exclusive benefit of any individual Owner of a Unit and, without limiting the generality of the foregoing, including but not limited to lighting systems, lighting conduits and fittings, subsoil drainage system, drains passing through or within the Land which serve the Slopes and Retaining Walls, electrical cable trenches, gutters, channels, sewers, meters, transformers and ancillary installations and facilities, lighting fixtures, control panels, pipes, ducts, wires, cables, valves, switches, fire service installations in the Residential Units and the Car Parks and other facilities whether ducted or otherwise through which fresh or salted water, sewage, gas, electricity, air-conditioning, mechanical ventilation

and other services are supplied to the Development, pumps, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus.

“Flat”

means any of the flats within the Tower of the Development designated for residential use and more particularly described in the Second Schedule and the Third Schedule hereto, including but not limited to:-

- (a) the internal finishes of the external walls of the Tower enclosing and facing the flat;
- (b) the internal finishes of curtain walls (if any) of the Tower facing the flat;
- (c) windows and window frames solely and exclusively attached to the flat;
- (d) the inner half of the non-structural and non-loading bearing fence wall (if any) of the flat facing the flat where the fence wall (i) abuts onto any part of the Development Common Areas (in which event, the other half of the fence wall shall form part of the Development Common Areas) or (as the case may be) (ii) abuts onto any part of the Residential Common Areas (in which event, the other half of the fence wall shall form part of the Residential Common Areas) or (as the case may be) (iii) abuts onto any part of the Tower Common Areas (in which event, the other half of the fence wall shall form part of the Tower Common Areas). For the avoidance of doubt, the Flat shall exclude the fence walls separating the Garden Flats from the Residential Common Areas (such fence walls forming part of the Residential Common Areas);
- (e) (where a flat (“the first-mentioned flat”) has a non-structural and non-loading bearing common wall or a non-structural and non-loading bearing common fence wall or a non-structural and non-loading bearing common parapet wall which separates it from the adjoining flat) the inner half of the common wall or (as the case may be) the inner half of the common fence wall or (as the case may be) the inner half of the common parapet wall facing the first-mentioned flat (whereas the remaining part of the common wall or (as the case may be) the remaining part of the common fence wall or (as the case may be) the remaining part of the common parapet wall shall form part of the adjoining flat);
- (f) garden (if any), balcony (if any), utility platform (if any), store (if any), flat roof (if any) and/or stairhood (if any) held with and forming part of such flat;

- (g) air-conditioning platform (if any), air-conditioning plant (if any) and/or air-conditioning plinth (if any) of such flat;
- (h) private lift lobby (if any);
- (i) acoustic window(s) (if any), fixed window(s) (if any), maintenance window(s) (if any), self-closing door at flat roof and/or utility platform (if any) and/or acoustic balcony (if any) (being part of the Approved Noise Mitigation Measures) held with and forming part of the flat;
- (j) staircases (if any) and landings (if any) of the flat; and
- (k) all glazing, window panes, window frames (including the glazing, window panes and window frames of the openable windows installed in a curtain wall), doors, door frames, louvers, louver frames and internal finishes of such a flat (or of any balcony, utility platform, flat roof or garden held with and forming part of such flat).

“Garden Flat”	means each Flat on the ground floor of the Tower of the Development with garden area.
“gondola”	means the working platform suspended from a building or structure by means of lifting gear and capable of being raised or lowered by lifting appliances for external inspection and maintenance of buildings and includes all lifting appliances, lifting gear, counterweights, ballast, outriggers, other supports and the whole of the mechanical and electrical apparatus required in connection with the operation and safety of such a working platform.
“Government”	means the Government of Hong Kong.
“Government Grant”	means the Agreement and Conditions of Sale registered in the Land Registry as New Grant No. 22305 more particularly described in the First Schedule hereto as modified by any subsequent variations or modifications thereof (if any) as approved by the Director of Lands.
“Green and Innovative Features”	means all those green and innovative features which are exempted from the calculation of gross floor area or site coverage or both of the Development by the Building Authority and the Director of Lands, which comprise balconies, covered areas underneath the balconies, utility platforms and covered areas underneath the utility platforms as shown on the Building Plans.

- “Green Cross-hatched Black Area” means the Green Cross-hatched Black Area as defined in Special Condition No.(38)(a) of the Government Grant.
- “Green Cross-hatched Black Stippled Red Area” means the Green Cross-hatched Black Stippled Red Area as defined in Special Condition No.(38)(a) of the Government Grant.
- “Green Hatched Black Area” means the Green Hatched Black Area as defined in Special Condition No.(37)(a) of the Government Grant.
- “Greenery Areas” means the areas with landscaping works provided pursuant to Special Condition No.(15) of the Government Grant (including, but not limited to, the “Greenery Area” as defined under Special Condition No. (15)(b)(ii) of the Government Grant). The size(s) and location of the Greenery Areas are, for the purpose of identification, marked and shown edged with green broken lines on the greenery areas plan certified as to its accuracy by or on behalf of the Authorized Person annexed hereto. For the avoidance of doubt, the Greenery Areas include, without limitation, vertical green wall(s) as shown on the greenery areas plan.
- “Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.
- “House” means any of the houses of the Development designated for residential use and more particularly described in the Second Schedule and the Third Schedule hereto, including but not limited to:-
- (a) external wall(s) of the house but excluding the following: -
- (I) those forming part of (i) the Development Common Areas; and (ii) the Residential Common Areas as shown on the elevation plan of House 3 and the elevation plan of House 4 certified as to their accuracy by or on behalf of the Authorized Person annexed hereto (for the avoidance of doubt, the interior finishes of those external walls facing the House shall form part of the House); and
- (II) subject to sub-clause (I), those abutting onto any part of the Development Common Areas or (as the case may be) the Residential Common Areas or (as the case maybe) the Car Park Common Areas (in which event, those external walls shall form part of the Development Common Areas or (as the case may be) the Residential Common Areas or (as the case

maybe) the Car Park Common Areas, save and except that the interior finishes of those external walls facing the House shall form part of the House);

- (b) balustrades enclosing a flat roof (if any) and/or a roof (if any) held with and forming part of the house;
- (c) the internal finishes of any part of the boundary wall(s) of the Development enclosing and facing the house;
- (d) the inner half of the non-structural and non-loading bearing fence wall or the non-structural and non-loading bearing parapet wall of the house facing the house where the fence wall or the parapet wall (i) abuts onto any part of the Development Common Areas (in which event, the other half of the fence wall or the parapet wall shall form part of the Development Common Areas) or (as the case may be) (ii) abuts onto any part of the Residential Common Areas (in which event, the other half of the fence wall or the parapet wall shall form part of the Residential Common Areas);
- (e) (where a house (“the first-mentioned house”) has a non-structural and non-loading bearing common wall or a common non-structural and non-loading bearing fence wall or a non-structural and non-loading bearing common parapet wall which separates it from the adjoining house) the inner half of the common wall or (as the case may be) the inner half of the common fence wall or (as the case may be) the inner half of the common parapet wall facing the first-mentioned house (whereas the remaining part of the common wall or (as the case may be) the remaining part of the common fence wall or (as the case may be) the remaining part of the common parapet wall shall form part of the adjoining house);
- (f) garden (if any), swimming pool (if any), store room (if any), filtration plant room (if any), air-conditioning plant (if any), balcony (if any) and/or flat roof (if any) held with and forming part of such house;
- (g) lift lobby(ies) (if any) and lift(s) (if any);
- (h) any columns and structures of the house serving exclusively and providing support only to the house;
- (i) F.S. inlets (if any), water tanks (if any) and pumps (if any) exclusively serving the house and staircases (if any) and landings (if any) of the house; and
- (j) acoustic window(s) (if any), fixed window(s) (if any), maintenance window(s) (if any), self-closing door(s) at flat

roof and/or utility platform (if any) and/or acoustic balcony(ies) (if any) (being part of the Approved Noise Mitigation Measures) held with and forming part of the house.

“House Common Areas”

means all those areas or parts of the Land and the Development, the right to the use of which is designated by the First Owner in accordance with the provisions of this Deed for common use and benefit of the Owners and occupiers of Houses and is not given or reserved by this Deed or otherwise to the First Owner or the Owner of any individual House and is not otherwise specifically assigned to or for the exclusive use of the Owner of any individual House and which, without limiting the generality of the foregoing, include:-

- (a) W.M.C. (water meter cabinet); and
- (b) such areas within the meaning of “common parts” as defined in Section 2 of the Ordinance but shall exclude the Development Common Areas, Residential Common Areas, Tower Common Areas and Car Park Common Areas.

House Common Areas are for the purpose of identification shown coloured Green on the plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto.

“House Common Facilities”

means all those installations and facilities in the House Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Houses and not for the exclusive use or benefit of any individual Owner of a House or the Development as a whole and which, without limiting the generality of the foregoing, include but not limited to W.M.C. (water meter cabinet).

“House Rules”

means the rules which have been or may be made in accordance with the Ordinance and pursuant to this Deed by the Manager regulating the use, operation, maintenance, management and administration of the Development and any of the structures facilities services or amenities thereof and the conduct of persons occupying using or visiting the same.

“Inside Works”

means the mitigation and stabilisation works and associated works (if any) carried out and completed within the Land as referred to in Special Condition No.(38)(c) of the Government Grant.

“Land”

means all that piece or parcel of land registered in the Land Registry as SHA TIN TOWN LOT NO.610.

“Loading and Unloading Space”	means the loading and unloading space provided within the Development in accordance with Special Condition No.(25)(a) of the Government Grant.
“maintain”	means operate, service, repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, empty, amend, replace, renovate, improve and decorate or any of such of the foregoing as may be applicable in the circumstances and are in the interest of good estate management.
“Maintenance Access”	means any maintenance access outside the Land approved by the Director of Lands and any maintenance access within the Land which shall become part of the Approved Mitigation Proposal as referred to in Special Condition No. (38)(b) of the Government Grant.
“Maintenance Works”	means the maintenance works of the Inside Works (if any) and the Outside Works (if any) (including the Maintenance Access (if any)) to be maintained by the Owners as referred to in Special Condition No. (38)(f) of the Government Grant, including but not limited to clearance of landslide debris or boulders fallen onto the Inside Works (if any) or the Outside Works (if any) or onto the areas of the Land or the Government land shown on the Natural Terrain Hazard Mitigation and Stabilization Works Plan.
“management”	means all duties and obligations to be performed and observed by the Manager pursuant to the provisions of this Deed.
“Management Budget”	means the annual budget prepared by the Manager in accordance with Subsection D of Section VI of this Deed.
“management expenses”	means all expenses, costs and charges necessarily and reasonably incurred or to be incurred for the management of the Land and the Development, including Manager's Remuneration.
“management fund”	means all monies received, recovered or held by the Manager pursuant to this Deed except only the Manager’s Remuneration and the Special Fund.
“Management Shares”	means the shares allocated or to be allocated to the Units of the Development as set out in the Third Schedule hereto for the purpose of determining the due proportion of the management expenses payable by each Owner.
“Manager”	means the DMC Manager or any person who for the time being is, for the purpose of this Deed, managing the Development.
“Manager's Remuneration”	means the remuneration payable to the Manager pursuant to the provisions of this Deed.

“Motor Cycle Parking Space”	means a motor cycle parking space (including the electric vehicles charging enabling facilities and associated conduits serving exclusively the space) provided in the Development in accordance with Special Condition No.(24)(c)(i) of the Government Grant and each space shall be a space shown on the approved carpark layout plan under Special Condition No.(30) of the Government Grant.
“Natural Terrain Hazard Mitigation and Stabilization Works Plan”	means the plan approved by the Director of Lands indicating the locations, nature and scope of the Inside Works and the Outside Works and the Maintenance Access and the location and extent of the areas of the Land and the Government land on which the Owners may require or be required to carry out the Maintenance Works and registered in the Land Registry by Memorial No.[●].
“NIA”	means the noise impact assessment in respect of the Development as referred to in Special Condition No.(44)(a) of the Government Grant.
“Non-building area”	means the Pink Stippled Red Area, the Pink Hatched Black Stippled Red Area and the Pink Stippled Black Stippled Red Area as shown on the plan annexed to the Government Grant as referred to in Special Condition No. (11) of the Government Grant and shown coloured cross hatched black, hatched black with double dotted line and hatched with dotted line respectively on the plan(s) certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.
“Non-enclosed Areas”	means (a) balconies of the Flats and balconies of the Houses (which are shown coloured hatched Black on the plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto) and covered areas underneath the balconies and (b) utility platforms of the Flats (which are shown coloured cross-hatched Black on the plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto) and covered areas underneath the utility platforms. Covenants and provisions in respect thereof are contained in Clause 77.
“Occupation Permit”	means an Occupation Permit (including a temporary Occupation Permit) relating to the Development issued by the Building Authority.
“Ordinance”	means the Building Management Ordinance (Cap.344).
“Outside Works”	means the mitigation and stabilisation works and associated works (if any) carried out and completed on the Green Cross-hatched Black Area and the Green Cross-hatched Black Stippled Red Area as referred to in Special Condition No.(38)(c) of the Government

Grant.

- “Owner” means each person in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenant in common of any Undivided Share, and (where any Undivided Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such Undivided Share Provided that (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share by the provisions of this Deed is exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share.
- “Owners’ Committee” means a committee of the Owners of the Development established under the provisions of this Deed.
- “Owners’ Committee Office” means the Owners’ Committee office which is provided in the Development in accordance with Special Condition No.(18)(a) of the Government Grant and, for the purpose of identification, shown coloured Indigo and marked “OWNER’S COMMITTEE OFFICE” on the GROUND FLOOR PLAN OF TOWER 1 (Drawing No. DMC-A-06) (certified as to its accuracy by the Authorized Person) annexed hereto.
- “Owners’ Corporation” means the corporation of the Owners incorporated under section 8 of the Ordinance.
- “Parking Space for the Disabled Persons” means each of the spaces (including the electric vehicles charging enabling facilities and associated conduits serving exclusively the space)(designated as (i) the Visitors’ Parking Space No.V2 (serving as a Parking Space for the Disabled Persons) and (ii) the Parking Space for the Disabled Persons No. 9) for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation as referred to in Special Condition No.(24)(b)(i) of the Government Grant. For the purpose of identification, the Visitors’ Parking Space No. V2 (serving as a Parking Space for the Disabled Persons) is marked “V2” and shown coloured Yellow stippled Black and the Parking Space for the Disabled Persons No. 9 is marked “9” and shown coloured Yellow on the BASEMENT 2 & BASEMENT 1 FLOOR PLAN (Drawing No. DMC-A-01) (certified as to its accuracy by the Authorized Person) annexed hereto.
- “person” means a natural person, a legal person, a body corporate or unincorporated or other judicial person, partnership, firm, joint

venture or trust.

“Pink Hatched Black Stippled Red Area” means the Pink Hatched Black Stippled Red Area as defined in Special Condition No.(10)(b) of the Government Grant.

“Pink Stippled Black Stippled Red Area” means the Pink Stippled Black Stippled Red Area as defined in Special Condition No.(10)(a) of the Government Grant.

“Pink Stippled Red Area” means the Pink Stippled Red Area as defined in Special Condition No.(11) of the Government Grant.

“Recreational Facilities” means all recreational facilities including, but not limited to, filtration plant room (for clubhouse), H.R. (hose reel(s)), stair(s) (excluding those forming part of the Residential Units), swimming pool, pool deck, shower, footbath(s), EL. D. (electrical duct(s)), P.D. (pipe duct(s)), flat roof(s) (excluding those forming part of the Residential Units), roof(s) (excluding those forming part of the Residential Units) and Greenery Areas serving solely the recreational facilities and other areas or facilities provided within the Development in accordance with Special Condition No.(13) of the Government Grant for use by the residents of the Residential Units and their bona fide visitors for recreational purposes. For the purpose of identification, the Recreational Facilities are shown coloured Yellow hatched Black on the plans (certified as to their accuracy by the Authorized Person) annexed hereto.

“Residential Common Areas” means all those areas or parts of the Land and the Development, the right to the use of which is designated by the First Owner in accordance with the provisions of this Deed for common use and benefit of the Owners and occupiers of Residential Units and is not given or reserved by this Deed or otherwise to the First Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned to or for the exclusive use of the Owner of any individual Residential Unit and which, without limiting the generality of the foregoing, include:-

- (a) external wall(s) of the House(s) (excluding those forming part of (i) the House; (ii) the Development Common Areas; and (iii) the Car Park Common Areas);
- (b) the Recreational Facilities and the external walls of the Recreational Facilities on the Ground Floor, First Floor and Second Floor of the Development;
- (c) the Visitors’ Parking Space No. V1 and the Visitors’ Parking Space No. V2 (serving as a Parking Space for the Disabled Persons);
- (d) the Parking Space for the Disabled Persons No. 9;

- (e) the Greenery Areas (excluding those forming part of the Development Common Areas);
- (f) the Covered Landscape Areas;
- (g) driveway(s), W.M.C. (water meter cabinet), fence wall(s) separating the Garden Flats from the Residential Common Areas, fireman's lift lobby(ies), lift(s) (excluding those forming part of the Residential Units), lift pit, stair(s) (excluding those forming part of the Residential Units), P.D. (pipe duct(s)), P.A. (planter(s)), flat roof(s), Loading and Unloading Space, emergency vehicular access; and
- (h) such areas within the meaning of "common parts" as defined in Section 2 of the Ordinance but shall exclude the Development Common Areas, House Common Areas, Tower Common Areas and Car Park Common Areas.

Residential Common Areas are for the purpose of identification shown coloured Yellow, Yellow hatched Black and Yellow stippled Black on the plans (certified as to their accuracy by the Authorized Person) annexed hereto.

“Residential
Common Facilities”

means all those installations and facilities in the Residential Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Residential Units and not for the exclusive use or benefit of any individual Owner of a Residential Unit or the Development as a whole and which, without limiting the generality of the foregoing, include but not limited to lighting systems, lighting conduits and fittings, lighting fixtures, drains (including any road drainage system passing through the Land), electrical cable trench, gutters, watercourses, channels, sewers, meters, control panels, pipes (including the external drainage pipes enclosed by architectural features), ducts, wires, cables, gas valves, switches and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity, air-conditioning, mechanical ventilation and other services are supplied to the Residential Common Areas, pumps, sanitary fittings, electrical installations, refuse disposal equipment, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, sprinkler system, security systems and apparatus, lift, recreational and other facilities in Recreational Facilities and other service facilities apparatus whether ducted or otherwise.

“Residential Parking
Spaces”

means the parking spaces (including the electric vehicles charging enabling facilities and associated conduits serving exclusively the space) provided within the Development in accordance with Special Condition No.(24)(a)(i) of the Government Grant and

each space shall be a space shown on the approved carpark layout plan under Special Condition No.(30) of the Government Grant. For the avoidance of doubt, the Residential Parking Spaces shall exclude the Parking Spaces for the Disabled Persons.

- “Residential Unit” means a House or a Flat.
- “Slopes and Retaining Walls” as defined in Clause 58(a).
- “Special Fund” means a special fund to be set up by the Manager pursuant to the provisions of this Deed for expenditure in relation to the management of the Development of a capital nature or of a kind not expected to be incurred annually for the purpose of paragraph 4 of Schedule 7 to the Ordinance.
- “Tower” means the building (known or intended to be known as Tower 1) in the Development containing, inter alia, the Flats.
- “Tower Common Areas” means all those areas or parts of the Land and the Development, the right to the use of which is designated by the First Owner in accordance with the provisions of this Deed for common use and benefit of the Owners and occupiers of Flats and is not given or reserved by this Deed or otherwise to the First Owner or the Owner of any individual Flat and is not otherwise specifically assigned to or for the exclusive use of the Owner of any individual Flat and which, without limiting the generality of the foregoing, include:-
- (a) external walls of the Tower including:-
- (i) non-structural prefabricated external walls; and
 - (ii) curtain walls;
- but excluding:-
- (i) any internal finishes of the external walls enclosing and facing a Flat (which internal finishes shall form part of the Flat);
 - (ii) any internal finishes of the curtain walls (if any) of the Tower facing the Flat (which internal finishes shall form part of the Flat); and
 - (iii) windows and window frames solely and exclusively attached to a Flat (which shall form part of the Flat);
- (b) parapet walls which enclose those flat roof(s) and/or roof(s) forming part of the Tower Common Areas;

- (c) lifts (excluding those forming part of the Residential Units);
- (d) acoustic fins (being part of the Approved Noise Mitigation Measures);
- (e) flat roofs (excluding those forming part of the Residential Units) and roof (excluding those forming part of the Residential Units);
- (f) balustrades enclosing a flat roof (if any) and/or a roof (if any) (excluding those forming part of a House);
- (g) fireman's lift lobby(ies), entrance lobby(ies), A/C plant room (air conditioner plant room), L.W.(s) (light well(s)), P.W. (pipe well), E.M.R. (electric meter room(s)), lift pit(s), stair(s) (excluding those forming part of the Residential Units), W.M.C. (water meter cabinet(s)), F.S. inlet, HR (hose reel(s)), P.D. (pipe duct(s)), lightwell(s) above, flat roof(s) on 1/F only, drainage(s), pipe(s), AF (architectural feature(s)), line(s) of transfer plate (1/F only), RSMRR (refuse storage and material recovery room(s)), TRS (temporary refuge space(s)), , A/C grille (air-conditioning grille(s)), canopy(ies), lift machine room(s), top of acoustic fin(s) and top of C.W. (top of curtain wall));
- (h) (if any) access to access opening for operating CCTV imaging device for drainage inspection and working space for maintenance;
- (i) waterproofing membrane(s) underneath any flat roof and/or any roof of the Tower; and
- (j) such areas within the meaning of "common parts" as defined in Section 2 of the Ordinance but shall exclude the Development Common Areas, Residential Common Areas, House Common Areas and Car Park Common Areas.

Tower Common Areas are for the purpose of identification shown coloured Orange on the plans (certified as to their accuracy by the Authorized Person) annexed hereto.

"Tower Common Facilities"

means all those installations and facilities in the Tower Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Flats and not for the exclusive use or benefit of any individual Owner of a Flat or the Development as a whole and which, without limiting the generality of the foregoing, include but not limited to lighting systems, lighting conduits and fittings, lighting fixtures, drains, gutters, watercourses, channels, sewers, meters, control panels,

pipes (including the external drainage pipes enclosed by architectural features), ducts, wires, cables, gas valves, switches and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity, air-conditioning, mechanical ventilation and other services are supplied to the Flats, pumps, sanitary fittings, electrical installations, refuse disposal equipment, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, sprinkler system, security systems and apparatus.

- “Transformer Room(s)” means all transformer room(s) within the Land including door(s) to access the Transformer Room(s), ventilation system(s), building services, main walls, cable entry facilities, structures for cable ducts/troughs/raisers/draw pits, meter boards, cable accommodations and all associated facilities serving the transformer room(s).
- “Undivided Share” means an equal undivided part or share of and in the Land and of and in the Development allocated in accordance with the provisions of this Deed or a sub-deed of mutual covenant (if any).
- “Unit” means a portion in the Development to which equal Undivided Shares in the Land and the Development have been allocated and of which an Owner, as between himself and other Owners or occupiers of other parts of the Development, is entitled to the exclusive possession, being either a Residential Unit or a Car Park.
- “Visitors’ Parking Space” means the spaces (designated as (i) Visitors’ Parking Space No.V1 and (ii) Visitors’ Parking Space No. V2 (serving as a Parking Space for the Disabled Persons)) for the parking of licensed motor vehicles referred to in Special Condition No.(24)(a)(iii) of the Government Grant. For the purpose of identification, the Visitors’ Parking Space No.V1 is marked “V1” and shown coloured Yellow stippled Black and the Visitors’ Parking Space No. V2 (serving as a Parking Space for the Disabled Persons) is marked “V2” and shown coloured Yellow stippled Black on the BASEMENT 2 & BASEMENT 1 FLOOR PLAN (Drawing No. DMC-A-01) (certified as to its accuracy by the Authorized Person) annexed hereto.
- “Works and Installations” as defined in Clause 188(a).

SECTION II

EXCLUSIVE RIGHTS OF FIRST OWNER AND COVENANTING OWNER

1. The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Covenanting Owner the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof save and except the First Unit and save and except the Common Areas and Facilities.
2. The Covenanting Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the First Unit together with the appurtenances thereto and the entire rents and profits thereof.
3. Subject to Section VIII hereof, the respective grants hereinbefore contained shall in each case be for the residue of the term of years set out in the First Schedule hereto.
4. Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed.
5.
 - (a) Nothing in this Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.
 - (b) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Land and the Development and to the Undivided Share(s) in respect thereof.
 - (c) The Conveyancing and Property Ordinance (Chapter 219 of the Laws of Hong Kong) and any statutory amendments modifications or re-enactments thereof for the time being in force shall apply to this Deed.
6. Every Owner shall have the full right and liberty without reference to any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Land and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Development which may be held therewith PROVIDED THAT any such transaction shall be expressly subject to and with the benefit of this Deed.
7. 7.1 The sole and exclusive right and privilege to hold, use, occupy and enjoy any

part of the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS that the provisions of this Clause, subject to the Government Grant, do not extend to any lease, tenancy or licence with a term not exceeding ten years.

- 7.2 The right to the exclusive use occupation and enjoyment of any garden, swimming pool, store room, filtration plant room, air-conditioning plant, balcony, stairhood, flat roof, lift lobby or lift held with and forming part of the House shall not be sold assigned mortgaged charged leased or otherwise dealt with separately from the House with which such garden, swimming pool, store room, filtration plant room, air-conditioning plant, balcony, stairhood, flat roof, lift lobby or lift are held.
- 7.3 The right to the exclusive use occupation and enjoyment of any garden, balcony, utility platform, flat roof, stairhood, air-conditioning platform, air-conditioning plant, air-conditioning plinth or private lift lobby held with and forming part of the Flat shall not be sold assigned mortgaged charged leased or otherwise dealt with separately from the Flat with which such garden, balcony, utility platform, flat roof, stairhood, air-conditioning platform, air-conditioning plant, air-conditioning plinth or private lift lobby are held.
- 7.4 Residential Parking Spaces and Motor Cycle Parking Space shall not be:
- (a) assigned except
 - (i) together with a Residential Unit or Residential Units; or
 - (ii) to a person who is already the Owner of a Residential Unit or Residential Units; or
 - (b) underlet except to residents of the Residential Units

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Space shall be assigned to the Owner or underlet to the resident of any one Residential Unit.

8. Each and every Owner covenants with the First Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner (which expression, for the purpose of this Clause 8, shall exclude its successors and assigns) shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and any interest therein that the First Owner shall for as long as it remains the beneficial owner of any Undivided Share of and in the Land and the Development have the right at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto the First Owner without the concurrence or approval of any other Owner, the Manager or any other person interested in the Land and the Development except

otherwise provided in the following sub-clauses:

- 8.1 The full and unrestricted right privilege and power at all reasonable times hereafter to enter into and upon all parts of the Land (save and except those parts of the Development already sold or assigned by the First Owner or exclusively owned by the other Owners) with all necessary equipment plant and materials for the purposes of constructing and completing the Development or any part thereof in accordance with the Building Plans and for such purposes to carry out all such works in under or over the Land (save and except those parts of the Development already sold or assigned by the First Owner or exclusively owned by the other Owners) as it may from time to time see fit provided that nothing herein shall absolve the First Owner from obtaining any Government approval which may be required for the same. The rights of the First Owner to enter the Land (save and except those parts of the Development already sold or assigned by the First Owner or exclusively owned by the other Owners) to carry out such works shall extend equally to all contractors agents workers and other persons authorized by the First Owner. Provided that:
 - 8.1.1 the First Owner shall at its own expense make good all damage caused to other Owners, the Development and any Unit as a result of its acts in the course of the exercise of the rights under this Clause 8.1;
 - 8.1.2 the First Owner shall ensure that the least disturbance and inconvenience will be caused to any Owner or any occupier of a Unit; and
 - 8.1.3 the exercise of the rights under this Clause 8.1 shall not interfere with an Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede access to and from his Unit.
- 8.2 The right to enter into a supplemental deed or sub-deed or sub-deeds of mutual covenant in respect of any part or parts of the Land and the Development which has not been sold or assigned by the First Owner Provided that such supplemental deed or sub-deed or sub-deeds of mutual covenant shall not conflict with the provisions of the Government Grant or this Deed or any other supplemental deed or sub-deed of mutual covenant Provided Further That such supplemental deed or sub-deed or sub-deeds of mutual covenant shall require the approval of the Director of Lands unless the Director of Lands in its absolute discretion waives the requirement of approval of such supplemental deed or sub-deed or sub-deeds of mutual covenant.
- 8.3 Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the authority and right for the First Owner at its own cost and expense to negotiate and agree with the Government any amendment, alteration, variation or addition to the terms and conditions of the Government Grant without the concurrence or approval

of every Owner and to execute any documents in the name of the First Owner only and/or on behalf and in the name of all or some Owners in connection therewith without the necessity of joining in any other Owner, provided that such amendment, alteration, variation or addition or such documents shall not in any way affect an Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from any part of the Development. Any benefit, payment or compensation received in relation to or incidental to such amendments, alteration, variation or addition or document shall be credited to the Special Fund.

- 8.4 Without prejudice to the generality of anything hereinbefore contained, subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the First Owner further reserves the right at its own cost and expense to apply to, negotiate and agree with the Government with a view to amending, varying or modifying the Government Grant (including the plan(s) annexed thereto) or any conditions thereof for installing on government land pipes, sewers, subways or other facilities whether serving exclusively the Development or any part thereof in such manner as the First Owner may deem fit without the concurrence or approval of every Owner and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owners and any such amendment, variation or modification shall be binding on all the Owners Provided always that such amendment, variation or modification or documents shall not in any way affect or interfere with the Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from any part of the Development Provided That nothing herein shall impose any obligation on the First Owner to make any modification to the Government Grant or to enter into any other documents referred to above.
- 8.5 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 the sole and exclusive right to hold, use, occupy and enjoy of which and to receive the rents and profits therefrom is for the time being owned by the First Owner to be additional Residential Common Areas or House Common Areas or Tower Common Areas or Development Common Areas or Car Park Common Areas whereupon such area or part or parts shall form part of the relevant type of Common Areas as hereinbefore defined and the Owners or relevant Owners shall contribute to the maintenance and upkeep of the same as if they were part of the relevant type of Common Areas Provided that:
- 8.5.1 such designation are for the benefit of all Owners or the relevant Owners and the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained;
- 8.5.2 the exercise of the rights of the First Owner under this Clause 8.5 shall not in any way affect or interfere with any other Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his

Unit and his rights and interests under this Deed in respect of his Unit and shall not restrict or impede such other Owner's right of access to and from his Unit;

- 8.5.3 upon the designation of such additional Common Areas, all the Undivided Share(s) allocated to the additional Common Areas shall be assigned to and vested in the Manager in accordance with the provisions of this Deed by a separate deed. Subject as hereinafter provided, on termination of the Manager's appointment, the Manager must assign the Undivided Shares in such additional Common Areas free of costs or consideration to its successor in office as the Manager who must hold the said Undivided Shares on trust for the benefit of all Owners. If an Owners' Corporation is formed under the Ordinance, it may require the Manager, in accordance with this Deed to assign the Undivided Shares in such additional Common Areas and transfer the management responsibilities to it free of costs or consideration, in which event, the Owners' Corporation must hold such Undivided Shares on trust for all the Owners; and
- 8.5.4 neither the First Owner nor the Manager will have the right to re-convert or re-designate such additional Residential Common Areas, House Common Areas, Tower Common Areas, Development Common Areas or Car Park Common Areas for the own use or benefit of the First Owner.
- 8.6 Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, and the prior written approval of the Building Authority and all other government authorities (if necessary) the right for the First Owner without the necessity of joining any other Owners as a party but subject to the provisions of this Deed from time to time in the name of all Owners to negotiate with Government and to surrender, dedicate or assign any part of the Land (save and except those parts of the Development already sold or assigned by the First Owner or exclusively owned by the other Owners) to the Government or the public as the case may be and to accept from Government such land in addition to the Common Areas as Government shall grant Provided that the exercise of the rights under this Clause 8.6 shall not interfere with an Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede the Owner's access to and from his Unit and Provided further that any benefit, payment or compensation received shall be credited to the Special Fund and Provided further that if any land is granted by the Government and added to the Common Areas as aforesaid, upon such grant of land by the Government, such additional Common Areas together with any Undivided Share(s) allocated thereto shall be assigned to and vested in the Manager in accordance with the provisions of this Deed by a separate deed. Subject as hereinafter provided, on termination of the Manager's appointment, the Manager must assign the Undivided Shares in such additional Common Areas free of costs or consideration to its successor in office as the Manager who must hold the said Undivided Shares on trust for the benefit of all

Owners. If an Owners' Corporation is formed under the Ordinance, it may require the Manager, in accordance with this Deed to assign the Undivided Shares in such additional Common Areas and transfer the management responsibilities to it free of costs or consideration, in which event, the Owners' Corporation must hold such Undivided Shares on trust for all the Owners

9. In connection with the exercise of or incidental to the First Owner's rights mentioned in the preceding Clause 8 of this Deed, each Owner agrees that the First Owner (which expression, for the purpose of this Clause 9, shall exclude its successors and assigns) may without joining the Owners sign and/or seal and execute such deed(s) or document(s) as it or they consider(s) necessary or desirable and each Owner do hereby irrevocably appoint the First Owner as his attorney (who may act through such officers or employees, as the attorney may from time to time appoint) to exercise effect and perform and/or to sign and/or seal and execute any deed(s) and document(s) on his behalf and as his act and deed to deliver such deed(s) and document(s) as shall be required in connection with the exercise of such rights by the First Owner to effectuate any of the aforesaid purposes and such Owner hereby covenants that he will ratify and confirm all that the First Owner as such attorney as aforesaid shall lawfully do or cause to be done by virtue of this Deed and that the power of attorney hereby given shall bind the executor or executors and the administrator or administrators and the successor or successors and assign or assigns of such Owner and shall not be revoked by the death incapacity or the winding up (as the case may be) of such Owner.

10. An Owner shall not assign his Unit unless the relevant assignment includes the following covenants:

“The Purchaser hereby covenants with the Vendor for itself and, if applicable, as agent for Teampearl Company Limited (hereinafter referred to as “Developer”) to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression “the Covenanting Purchaser”) and shall enure for the benefit of the Undivided Share(s) of and in the Land and the Development held by the Vendor and/or (as the case may be) Developer and be enforceable by the Vendor and/or (as the case may be) Developer that:

- (i) the Covenanting Purchaser grants confirms and acknowledges the rights liberty and privileges conferred on Developer as the First Owner under Clause 8 of the Deed of Mutual Covenant incorporating Management Agreement and the Covenanting Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights liberty and privileges by Developer.
- (ii) The Covenanting Purchaser hereby appoints Developer acting singly to be its attorney (who may act through such officers or employees as Developer may from time to time appoint) and grants unto Developer

the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Covenanting Purchaser deliver such deed and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights liberty and privileges conferred on Developer as the First Owner under Clause 8 of the Deed of Mutual Covenant incorporating Management Agreement as aforesaid and that the Covenanting Purchaser will ratify and confirm all that Developer shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenanting Purchaser and shall not be revoked by the Covenanting Purchaser or by the death incapacity or the winding up (as the case may be) of the Covenanting Purchaser.

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

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

SECTION III

EASEMENTS RIGHTS AND PRIVILEGES
THE BENEFIT OF WHICH IS HELD WITH EACH UNIT

A. Houses

11. The Owner of a House shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the House Rules and subject to the rights of the First Owner and the Manager:

- (a) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the House Common Areas, the Residential Common Areas and the Development Common Areas and to use the House Common Facilities, the Residential Common Facilities and the Development Common Facilities for all purposes connected with the proper use and enjoyment of such House.
- (b) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the Car Park Common Areas and to use the Car Park Common Facilities for all purposes connected with the proper use and enjoyment of the Visitors' Parking Space No. V1, the Visitors' Parking Space No. V2 (serving as a Parking Space for the Disabled Persons) and the Parking Space for the Disabled Persons No. 9.
- (c) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development.
- (d) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the House 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 such House or the Development or any part or parts thereof for the proper use and enjoyment of the House owned by the Owner.
- (e) The right for any Owner with or without workmen plant equipment and materials at all reasonable times after obtaining (except in the case of emergency) (i) (in case of entering upon the Common Areas) the consent of the Manager or (ii) (in case of entering upon any other Unit) the consent of the Owner of the relevant Unit (which consent shall not be unreasonably withheld) to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any works for the maintenance and repair of his House (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby.

12. The Owners of the Houses shall have no right to enter upon any part of the Land and the Development save as expressly herein provided, it being understood that all work necessary for the maintenance and repair of the Land and the Development as a whole shall be carried out by the Manager who shall have the right to enter in or upon any part of the Land and/or the Development for that purpose as herein provided.

B. Flats

13. The Owner of a Flat shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the House Rules and subject to the rights of the First Owner and the Manager:

- (a) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the Tower Common Areas, the Residential Common Areas and the Development Common Areas and to use the Tower Common Facilities, the Residential Common Facilities and the Development Common Facilities for all purposes connected with the proper use and enjoyment of such Flat.
- (b) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the Car Park Common Areas and to use the Car Park Common Facilities for all purposes connected with the proper use and enjoyment of the Visitors' Parking Space No. V1, the Visitors' Parking Space No. V2 (serving as a Parking Space for the Disabled Persons) and the Parking Space for the Disabled Persons No. 9.
- (c) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development.
- (d) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the Flat 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 such Flat or the Development or any part or parts thereof for the proper use and enjoyment of the Flat owned by the Owner.
- (e) The right for any Owner with or without workmen plant equipment and materials at all reasonable times after obtaining (except in the case of emergency) (i) (in case of entering upon the Common Areas) the consent of the Manager or (ii) (in case of entering upon any other Unit) the consent of the Owner of the relevant Unit (which consent shall not be unreasonably withheld) to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any works for the maintenance and repair of his Flat (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby.

14. The Owners of the Flats shall have no right to enter upon any part of the Land and the Development save as expressly herein provided, it being understood that all work necessary for the maintenance and repair of the Land and the Development as a whole shall be carried out by the Manager who shall have the right to enter in or upon any part of the Land and/or the Development for that purpose as herein provided.

C. Car Parks

15. The Owner of a Car Park shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the House Rules and subject to the rights of the First Owner and the Manager:

- (a) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the Car Park Common Areas and the Development Common Areas and to use the Car Park Common Facilities and the Development Common Facilities for all purposes connected with the proper use and enjoyment of such Car Park.
- (b) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the Residential Common Areas and to use the Residential Common Facilities for all purposes connected with the proper use and enjoyment of the Owners' Committee Office.
- (c) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the Car Park 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 such Car Park or the Development or any part or parts thereof for the proper use and enjoyment of the Car Park owned by the Owner.
- (d) The right for any Owner with or without workmen plant equipment and materials at all reasonable times after obtaining (except in the case of emergency) (i) (in case of entering upon the Common Areas) the consent of the Manager or (ii) (in case of entering upon any other Unit) the consent of the Owner of the relevant Unit (which consent shall not be unreasonably withheld) to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any works for the maintenance and repair of his Car Park (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby.

16. The Owners of the Car Parks shall have no right to enter upon other parts of the Land and the Development save as expressly herein provided, it being understood that

all work necessary for the maintenance and repair of the Land and the Development as a whole shall be carried out by the Manager who shall have the right to enter in or upon any part of the Land and/or the Development for that purpose as herein provided.

SECTION IV

EASEMENTS, RIGHTS AND PRIVILEGES
SUBJECT TO WHICH EACH UNIT IS/ARE HELD

A. Houses

17. The following are the easements rights and privileges subject to which each Undivided Share and the exclusive right to hold use occupy and enjoy each House is held:

- 17.1 The Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into go pass or repass over along and upon each House for the purposes of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, his employees, contractors, agents, surveyors, workmen and authorized persons.
- 17.2 Easements, rights and privileges of the Owners of other Houses under Clause 11 hereof.
- 17.3 Easements, rights and privileges of the Owners of the Flats under Clause 13 hereof.
- 17.4 Easements, rights and privileges of the Owners of the Car Parks under Clause 15 hereof.
- 17.5 Easements, rights and privileges of the First Owner under Clause 8 hereof.

B. Flats

18. The following are the easements rights and privileges subject to which each Undivided Share and the exclusive right to hold use occupy and enjoy each Flat is held:

- 18.1 The Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into go pass or repass over along and upon each Flat for the purposes of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, his employees, contractors, agents, surveyors, workmen and authorized persons.

- 18.2 Easements, rights and privileges of the Owners of other Flats under Clause 13 hereof.
- 18.3 Easements, rights and privileges of the Owners of the Houses under Clause 11 hereof.
- 18.4 Easements, rights and privileges of the Owners of the Car Parks under Clause 15 hereof.
- 18.5 Easements, rights and privileges of the First Owner under Clause 8 hereof.

C. Car Parks

19. The following are the easements rights and privileges subject to which each Undivided Share and the exclusive right to hold use occupy and enjoy each Car Park is held:

- 19.1 The Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into go pass or repass over along and upon each Car Park for the purposes of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, his employees, contractors, agents, surveyors, workmen and authorized persons.
- 19.2 Easements, rights and privileges of the Owners of other Car Parks under Clause 15 hereof.
- 19.3 Easements, rights and privileges of the Owners of the Houses under Clause 11 hereof.
- 19.4 Easements, rights and privileges of the Owners of the Flats under Clause 13 hereof.
- 19.5 Easements, rights and privileges of the First Owner under Clause 8 hereof.

D. Provisions applicable to all Owners

20. The Manager shall have full right and authority to control and manage the Common Areas and Facilities or any part thereof subject to the provisions of this Deed and the Government Grant.

SECTION V

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

A. Covenants provisions and restrictions to be observed and performed by the Owners

21. Every Owner on ceasing to be the Owner of any Unit of the Development shall forthwith notify the Manager in writing of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner, every such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and for the observance and performance of the terms and conditions hereof up to the date of such cessation.

22. Each Owner shall promptly pay and discharge all existing and future taxes rates assessments and outgoings of every kind and description for the time being assessed or payable in respect of the Unit owned by him and shall indemnify the other Owners from and against all liability therefor. Without limiting the generality of the foregoing, if any Unit shall have its own separate government water meter, then the water charges for the supply of water to such Unit shall be paid by the Owner thereof, but if two or more Units share the same government water meter, the water charges for the supply of water to such group of Units shall be shared and paid by the Owners thereof in proportion to the number of such Units for the time being owned by such Owners.

23. Each Owner shall pay to the Manager on the due date his due proportion of the management expenses and Special Fund as hereinafter provided.

24. No Owner shall make or allow to make any structural alterations or additions to the Unit owned by him which may damage or affect the rights of other Owners or interfere with the use and enjoyment of any other part or parts of the Development whether in separate or common occupation and in any event no Owner shall make or allow to make any structural alterations to his Unit without obtaining the prior written consent of the Manager. In any event, the Owner of the relevant Unit shall obtain the prior written consent (if necessary) of the Director of Buildings and any other statutory Government authorities in respect of any structural alterations to the relevant Unit. No Owner shall use cut injure alter or interfere with any part or parts of the Common Areas or any of the Common Facilities or any equipment or apparatus on in or upon the Land or the Development not being equipment or apparatus for the exclusive use and benefit of any individual Owner. An Owner shall not be prevented from taking legal action against another Owner in respect of a breach of this Clause.

25. No Owner shall permit or suffer to be done any act or thing in contravention of the covenants and conditions in the Government Grant under which the Land is held from the Government or whereby any insurance on the Development or any part thereof 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 an Owner in addition to any other liability incurred thereby such Owner shall pay the amount of any increase in premium caused by or on account of such breach. In the event of the Development or any part thereof being

damaged or destroyed by fire or other perils at any time and the insurance money under any insurance against fire or such perils effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of such Owner as aforesaid, then and in such event, such Owner shall pay to the other Owners the whole or (as the case may be) a fair proportion of the cost of completely rebuilding or reinstating the same.

26. Each Owner shall be responsible for and shall indemnify the Manager all other Owners and occupiers of any part of the Development against all actions proceedings claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of 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 express or implied or by or through or in any way owing to the overflow of water gas or other effluent therefrom.

27. Each Owner shall be responsible to the Manager and the other Owners for the time being for the acts and omissions of all persons occupying with his consent express or implied the Unit 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 any such person. In the case of loss or damage which the Manager is responsible to make good or repair, such costs charges and expenses shall be recoverable by the Manager as hereinafter provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Development 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.

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

29. No Owner shall do or permit or suffer to be done and each Owner shall take all possible steps to prevent his tenants occupiers or licensees from doing any act deed matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the maintenance of the Development.

30. Each Owner shall notwithstanding the obligations of the Manager to maintain the Development keep the Unit (including, without limitation, the Green and Innovative Features forming part of such Units) in respect of which he is entitled to exclusive possession use and/or enjoyment and those fixtures fittings services or facilities which exclusively serve the same whether or not they are located inside his Unit (including, without limitation, filtration plant room which exclusively serves his Unit) in good repair and condition and shall maintain the same in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or occupiers of any other part or parts of the Development. The expenses of keeping in good and tenantable repair and condition the interior of each Unit (including, without limitation, the Green and Innovative Features forming part of such Unit) and all the fixtures and fittings and all plumbing and other utility fittings and services therein or appertaining thereto (whether or not they are located inside or outside the Unit) and all the windows and doors thereof shall be borne by such Owner who is entitled to the sole and exclusive use occupation and enjoyment thereof.

31. No partitioning shall be erected or installed which does not leave clear access

for fire exits and no windows shall be wholly or partially blocked provided that the Owners may erect or install curtains, louvers, environmentally-friendly window films and other similar installations or appliances to their Units.

32. 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 the Unit owned by him to be used for any purpose other than that permitted by the Government Grant and the Building Authority and in accordance with any applicable ordinance 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, Buddhist hall or for the performance of the ceremony known as "Ta Chai (打 齋)" or as a boarding house, guest house, hotel apartment, or pawn shop or for any offensive trade or business 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 Government Grant or become a nuisance or annoyance to or cause danger to the other Owners or occupiers for the time being of any other part or parts of the Development.

33. No part of the Common Areas shall be obstructed or incumbered nor shall any articles boxes material refuse or any other matter or things be placed or left thereon nor shall any part of such Common Areas be used for any business or private purpose and no Owner will do or suffer or permit to be done anything in such Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Development.

34. The refuse storage and material recovery chamber and/or garbage disposal areas (if any) shall be used only in the manner prescribed by and subject to the House Rules.

35. No Owner shall have the right to enter into any areas housing the Common Facilities or to alter repair connect to or in any other way interfere with or affect the working of the Common Facilities without the prior written consent of the Manager and Provided that prior written notice is given to the Manager and the least disturbance is caused and any damage caused thereby shall be made good by the Manager at the expense of such Owner.

36. No Owner shall affix or install his own private aerial or antenna outside any part of the Development.

37. No Owner shall do or permit to be done any act or thing which may or will alter the external appearance of the Development or any part thereof and in particular no external shades, awnings, fences, metal grilles, partitions or any other structure or thing which may or will alter the external appearance of the Development or any part thereof shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in, about, on or at any part of the external wall, flat roofs, roofs or top roofs of the Development or any part thereof.

38. Save and except for the rights and privileges reserved and otherwise provided in this Deed, no external signs signboards notices advertisements flags banners poles cages brackets flowers shelves or other projections or structures whatsoever extending

outside the exterior of the Development shall be erected installed or otherwise affixed or projected from the Development or any part thereof without the prior written consent of the Manager and (if necessary) the Director of Lands or other relevant Government Authorities and no Owner shall erect affix install or attach or permit or suffer to be erected affixed installed or attached in or on external part of or to be displayed from any Unit any advertising or other sign of any description without the prior written approval of the Manager and (if necessary) the Director of Lands or other relevant Government Authorities.

39. 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 in the course of the proper disposal thereof and in using the facilities for such disposal provided by the Manager.

40. All Owners (including the First Owner) as long as they remain Owners shall at all times observe and perform the House Rules and comply with the conditions of the Government Grant.

41. Each Owner may at his own expenses install in the Unit owned by him additions improvements fixtures fittings and decoration and may remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the proper enjoyment and use of any other part of the Development.

42. Clothing or laundry shall not be hung outside any Unit (other than in the spaces specifically provided therefor) or in the Common Areas.

43. No Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of the Development may be clogged or the efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected.

44. No Owner shall store or permit or suffer to be stored in the part of the Development owned by him or in any other area any hazardous dangerous explosive or combustible goods or materials except:-

- (a) such as may be permitted by licence issued by the Fire Services Department under the Dangerous Goods Ordinance (Chapter 295 of the Laws of Hong Kong) or other competent authority concerned and in any event only with the prior written approval of the Manager; or
- (b) such as may be reasonably required for the purpose of domestic cooking and heating in his Unit.

45. No Owner shall obstruct the access to the means of escape in any flat roofs, roofs, top roofs, staircases, smoke lobbies, protected lobbies, lift lobbies or any other areas, be those Common Areas or not, which access shall at all times remain open and unobstructed in compliance with the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong), the Code of Practice for the Provision of Means of Escape in Case of Fire issued and revised from time to time by the Building Authority, the Ordinance or other relevant Government Ordinances or regulations (collectively "Relevant Regulations"). In

case the access is being obstructed, the Manager shall have the power to restore the access to the condition required to comply with Relevant Regulations at the expense of the Owner in default. Without prejudice to any other provisions in this Deed, the Owner(s) for the time being of any flat roof(s) or roof(s) shall not erect affix or install or cause or allow to be erected affixed or installed any structure on such flat roof(s) or roof(s) save and except with the prior written approval of the Manager and (if necessary) the relevant Government Authorities.

46. No Owner shall install at any entrance of any Unit any metal grille or shutter or gate which shall in any way contravene the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong) or without the prior written consent of the Manager.

47. No Owner shall cause any damage to or interfere in any way with the Common Areas and/or the Common Facilities.

48. No Owner shall do anything in the Development whereby excessive noise vibration or resonance or other form of disturbance is created to the detriment of the Development or other persons in or outside the Land Provided that the determination of the Manager as to whether any such noise vibration or resonance or other form of disturbance is excessive shall be conclusive.

49. No Owner shall alter or permit or suffer to be altered any part of the sprinkler system, the fire fighting equipment or the fire prevention system installed in any part of the Development except that such alteration shall be carried out by the Manager or a registered contractor appointed or nominated or approved by the Manager at the expense of such Owner causing the alteration in accordance with the Fire Service (Installation Contractors) Regulations and with the prior approval of the Manager and the Fire Services Department.

50. 50.1 No Owner shall install any air-conditioning unit fitting or plant or any other fitting or fixture through the windows or external walls of the Development (except in positions already provided for such purpose) without the prior written consent of the Manager and (if necessary) the Director of Lands and/or other relevant Government Authorities to any such installations and the conditions of such consent having been complied with.

50.2 Except with the prior written consent of the Manager, no Owner shall alter or remove any air-conditioning grille, whether for the purpose of installing, removing or maintaining any air-conditioning unit or otherwise. No structure or thing shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in, about, on or at any part of the air-conditioning grille. For the purpose of identification, the locations of air-conditioning grilles are shown coloured Orange and marked "A/C GRILLE" on the plans annexed hereto certified as to their accuracy by or on behalf of the Authorized Person.

50.3 No Owner shall use, cut, injure, alter, damage, remove or interfere with any common pipes, drains, sewers, services being in, under, over or adjacent to any part of the Tower Common Areas, whether located on, within or adjacent to any air-conditioning platform. The Manager shall have full

right and privilege at all reasonable times, upon reasonable prior written notice (except in the case of emergency), with or without agents, surveyors, workmen and others to enter into such part(s) of the Flat for the purposes of effecting necessary inspection, repairs and maintenance works Provided that the Manager shall cause the least disturbance as practicably possible and shall at its own costs and expense make good any damage caused thereby and shall be liable for any negligent, wilful or criminal acts of the Manager and its employees, contractors, agents, surveyors, workmen and authorized persons in the course of exercising the aforesaid right.

51. No Owner shall use the Common Areas or any part thereof for the purpose of drying laundry or hanging or placing or storing any dustbins garbage cans furniture machinery goods or chattels or other things thereon or therein.

52. No Owner shall install any furnace boiler or other plant or equipment or use any fuel in any part of the Development that might in any circumstance produce smoke, gas, liquid, solid or otherwise which may constitute a breach of the provisions of the Government Grant or any ordinance or any amendment thereof.

53. Each Owner shall comply with and observe all ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong, including but not limited to those governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and for the protection of the environment.

54. No Owner shall discharge or permit or suffer to be discharged unto any pipes, drains, public sewer, storm-water drain or channel any noxious, dangerous, poisonous or objectionable effluent.

55. Each Owner shall at his own expense and to the satisfaction of the Director of Fire Services provide access for fire appliances and fire personnel to the Land and the Development and shall permit access thereof for such purposes and at such time or times as the said Director may require. Each Owner shall throughout the term of the Government Grant maintain the said access at his own expense and to the satisfaction for the said Director.

56. Each Owner shall observe and perform all the covenants agreements and conditions contained in the Government Grant and on the part of the Owner to be observed and performed so far as the same relate to the Undivided Share(s) of the Land and the part of the Development owned by such Owner and such Owner shall from time to time and at all times keep the other Owners of the Development fully indemnified from and against all proceedings costs claims and expenses on account of any failure to perform and observe any of the said covenants agreements and conditions so far as they relate as aforesaid.

57. All complaints touching or concerning the Land and the Development shall be made in writing to the Manager.

58. (a) The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of any and all slopes, slope treatment

works, retaining walls and other structures within or outside the Land, including but not limited to the Green Hatched Black Area, the Green Cross-hatched Black Area and the Green Cross-hatched Black Stippled Red Area (collectively “the Slopes and Retaining Walls”) as shown edged with Black broken lines and hatched Black on the slope plan(s) certified as to its/their accuracy by the Authorized Person and attached to this Deed as required by the Government Grant and in accordance with the Geoguide 5-Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the maintenance manual for the Slopes and Retaining Walls (“the Slope Maintenance Manual”) prepared in accordance with such Geoguide 5.

- (b) The Manager shall have full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slopes and Retaining Walls in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes and retaining walls. For the purpose of this sub-clause, the reference to “the Manager” includes the Owners’ Corporation, if formed.
- (c) All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls.
- (d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls under the conditions of the Government Grant, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.
- (e) The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office of the Development within one month after the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

59. No Owner including the First Owner shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owners’ Committee. Any payment received for the granting of such approval shall be credited to the Special Fund.

60. No Owner (including the First Owner) shall have the right to convert or designate as Common Areas and Facilities such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners’ meeting convened under this Deed has been obtained. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities

to his own use or for his own benefit.

61. The Owner of any flat roof and/or roof shall not:
- 61.1 erect, affix or place or cause or permit or suffer to be erected, affixed or place any structure or chattels whatsoever whether of a permanent or temporary nature on the walls of flat roof and/or roof or any part of such walls; or
 - 61.2 enclose or cause or permit or suffer to be enclosed any brackets, sockets or parts to which the gondola(s) will be affixed.
62. The Owner of any flat roof and/or roof shall at all reasonable times subject to reasonable prior written notice (except in an emergency) given by the Manager provide free and uninterrupted access to the Manager or its agents to affix, install, operate, manoeuvre, use, repair, maintain, clean the said brackets, sockets or parts referred to in Clause 61.2 above and/or the gondola and associated equipment over and/or along the flat roof and/or roof or any part thereof for the purposes of inspecting, upgrading, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating the exterior walls or any parts of the Development (which form part of the Common Areas) Provided that the right of the Owner of the flat roof and/or roof to hold, use, occupy and enjoy his Unit and its flat roof and/or roof shall not be interfered with and Provided Further that the Manager shall make good (at his own costs and expenses) all damage caused by or arising from the exercise of any of the Manager's or its agents' rights or powers and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, agents or contractors.
63. No tree growing on the Land or adjacent thereto shall be removed or interfered with except with the prior written consent of the Director of Lands and in compliance with any conditions that may be imposed by the Director of Lands.
64. No Owners shall overload the floors of the Development or any part or parts thereof.
65. 65.1 No Owners shall overload any of the electrical installations and circuits or any of the mains or wiring in the Development.
- 65.2 All Owners shall use the water supply properly.
66. Each Owner of a Unit shall:-
- (a) comply with the NIA in respect of all Approved Noise Mitigation Measures (if any) forming part of his Unit; and
 - (b) at his own expense inspect, maintain and carry out all necessary works for the maintenance of all Approved Noise Mitigation Measures (if any) forming part of his Unit in accordance with the NIA.

67. 67.1 The Recreational Facilities shall only be used for recreational purposes by the residents of the Residential Units and their bona fide visitors and by no other person or persons.
- 67.2 The filtration plant room (forming part of the Recreational Facilities) shall only be used for storing filtration equipment.
- 67.3 The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to the residents of the Development and their bona fide guests, visitors or invitees and in particular the Parking Spaces for the Disabled Persons 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.
68. Except as permitted in Special Condition No. (11) of the Government Grant, no building, structure or support for any building or buildings or any structure or structures, or projection shall be erected or constructed within the Non-building area.
69. No grave or columbarium shall be erected or made on the Land and the Development nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.
70. The Greenery Areas shall not be used other than for greenery purpose unless with the prior consent of the Building Authority.

B. Covenants and provisions applicable to Owners of Residential Units

71. No Residential Unit shall be used for any purpose other than for private residential purposes and in particular no Residential Unit shall be used as a boarding house, apartment house, dance hall, ballroom or for any form of commercial letting or occupancy in bed spaces or cubicles or as hostel or the like. No partitioning shall be erected or installed which does not leave clear access for fire exits and no windows shall be wholly or partially blocked provided that the Owners may erect or install curtains, louvers, environmentally-friendly window films and other similar installations or appliances to their Residential Units.
72. Save and except for the rights and privileges reserved and otherwise provided in this Deed, no Owner shall erect or place or cause or permit to be erected or placed any advertising sign or structure on the flat roofs or roofs (if any) of the Development or any part thereof and the Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into go pass or repass over along and upon the relevant Residential Unit to remove anything erected or placed on the flat roofs or roofs (if any) of the Development or any part thereof in contravention of this provision at the cost and expenses of the Owner Provided that the Manager shall be liable for negligent, wilful or criminal acts of the Manager, his agents, surveyors, workmen, authorized persons, employees and contractors.

73. Save and except for the rights and privileges reserved and otherwise provided in this Deed, no Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached any advertising or other sign of any description on the external walls or at any windows or any part thereof of his Residential Unit or within his Residential Unit which advertising or sign is visible from the outside of his Residential Unit.

74. Water closets and other water apparatus in the Development shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier in whose Residential Unit it shall have been caused.

75. No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.

76. No Owner shall bring onto or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Development without the prior written approval of the Manager PROVIDED THAT (a) live poultry, birds or animals may be kept in a Residential Unit as pets with the prior written approval of the Manager unless (i) in the opinion of the Manager, such live poultry, birds or animals are causing a nuisance or disturbance to other Owners or occupiers of the Land and the Development or are not suitable to be kept in the Development; or (ii) the same has been the cause of reasonable written complaint by at least 3 Owners or occupiers of any part of the Development, (b) with the prior written approval of the Manager trained guide dogs on leash for the blind may be brought into any part of the Development whilst guiding any person with disability in vision, (c) no Owner shall bring any animal or pet onto the Common Areas except those parts of the Common Areas as the Manager may from time to time specify and when remaining in such Common Areas, the Owner shall take all measures to prevent that animal or pet from causing any nuisance, danger, injury or damage and without limiting the generality of the foregoing, a dog shall at all times be securely held on a leash and fitted with a muzzle sufficient to prevent it from biting any person.

77.

- (a) The Owner of the Non-enclosed Areas shall (i) at his own cost keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with this Deed, the Occupation Permit, the Buildings Ordinance and such other ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region and (ii) be responsible for the financial support and maintenance of the same.
- (b) The Owner of the Non-enclosed Areas shall not erect or affix or cause or permit or suffer or allow to be erected or affixed any wall or partition of any material whether of a permanent or temporary nature on the Non-enclosed Areas or any part thereof.
- (c) The Owner of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas to be enclosed above parapet height by any material

of whatsoever kind or nature, or affixed with sun shades, awnings, or rackets of whatsoever nature, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as drawn under the Building Plans.

- (d) No part of any balcony or the covered areas beneath the balcony shall be enclosed above safe parapet height other than as shown in the Building Plans.
 - (e) No part of any utility platform or the covered areas underneath the utility platform shall be enclosed above safe parapet height, other than as shown in the Building Plans.
78. 78.1 No Owner shall construct illegal structures on any part of the Development of whatsoever nature that contravene any ordinances, by-laws or regulations promulgated by the Government from time to time.
- 78.2 No clothing or laundry shall be hung outside the Residential Unit or on any flat roof, bay window (if any) or balcony or air-conditioning platform or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas.
79. No Owner shall (i) plant with such trees and shrubs or (ii) erect, build or install any structure or other things in the garden (if any) of the Residential Unit owned by him which may cause the maximum floor loading-bearing capacity of such garden to be exceeded or which may otherwise cause any damage, loss, nuisance, annoyance or disturbance to the Common Area and Facilities, other Units or other Owners or occupiers of the Development.
80. 80.1 In respect of a Flat which includes a private lift lobby adjoining a lift (which lift forms part of the Common Areas and Facilities), no Owner shall erect affix install attach remove or permit or suffer to be erected affixed installed attached or removed any structure or material to in or on or at the lift door and panels facing the private lift lobby of his Flat; or paint, change, alter or replace any part(s) thereof with materials different from those originally provided for such lift door and panels; or do or permit or suffer to be done any act or thing which may or will affect the finishes, external appearance or original design or materials of such lift door and panels. For the avoidance of doubt, this Clause 80.1 does not apply to a Flat which includes a private lift lobby and a lift both forming part of the Flat.
- 80.2 Each Owner of the Residential Unit shall, at its own costs and expenses, keep and maintain the private lift lobby (if any) of the Residential Unit owned by him and the facilities, equipment or apparatus on in or upon such private lift lobby in accordance with the requirements laid down under the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong) or other relevant laws or regulations.
81. 81.1 In respect of any private lift lobby forming part of a Flat, the Manager shall have the right to, on reasonable prior notice (except in an emergency), enter into all or any parts of such private lift lobby for the purposes of carrying out

necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners (which would include, without limiting the generality of the foregoing, carrying out all necessary cleaning, repair, maintenance and improvement works in respect of any lift(s), lift door(s) and panel(s), lift shaft(s) and fire services installation which form part of the Common Areas and Facilities) Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Flats and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, his employees and contractors.

- 81.2 Each Owner of a Flat which includes a private lift lobby shall allow and shall procure and cause his tenants, licensees and/or occupants to allow the Manager and/or any registered fire services installation contractor(s) appointed by the Manager on reasonable notice given by the Manager (except in an emergency) to have access to and enter such Owner's private lift lobby to carry out inspection of and (if required) carry out works to the fire service installations (which form part of the Development Common Facilities) in the private lift lobby. Inspections of the fire service installations shall be carried out at least once a year, Provided that if the Manager and/or the relevant Government authorities deem(s) necessary in its/her/their discretion, more frequent inspections may be carried out. If it transpires or if it is found that any Owner of a private lift lobby has altered, removed, tampered with or obstructed, or is altering, removing, tampering with or obstructing, or has failed or fails to otherwise perform any obligations of such Owner in relation to any of the fire service installations in his private lift lobby, the Manager and/or a registered fire service installation contractor(s) appointed by the Manager shall be entitled to enter his private lift lobby on reasonable notice (except in an emergency) to carry out inspection, testing, replacement, maintenance and/or reinstatement works and, in such a case, such Owner of the private lift lobby shall pay, and indemnify the Manager from and against, all the costs and expenses incurred in connection with any inspection, testing, replacement, maintenance and/or reinstatement work; Provided that the Manager shall at its own costs and expenses make good all damage caused by or arising from the exercise of any of the Manager's or its contractors' rights or powers in this Clause and shall be liable for the negligent, wilful or criminal acts of the Manager, his employees and contractors.

82. The Owner of a Residential Unit which includes a lift shall be the responsible person (as defined in the Lifts and Escalators Ordinance (Chapter 618 of the Laws of Hong Kong)) of the lift, and shall at such Owner's own cost and expense be solely responsible for the repair, maintenance, upkeep, insurance and operation of the lift (including all periodic examinations, repairs and maintenance of the lift and all its associated equipment and machinery, renewals of use permit and compliance with all statutory requirements, regulations, guidelines, orders and codes of practice of all relevant Government authorities from time to time applicable to such lift); and such Owner shall also be solely responsible for keeping and maintaining in good repair and condition the relevant private lift lobby(ies) forming of such Residential Unit, the lift shaft and all electrical wiring,

mechanical installations and equipment and ancillary parts and installations in relation and/or ancillary to the lift and/or within or connected to the lift lobby(ies) and/or the lift shaft.

83. **Flats**

- (i) Owners who have a common wall or a common fence wall or a common parapet wall adjoining their respective Flats or a common wall or a common fence wall or a common parapet wall dividing the land upon which the Flats are constructed, shall each have the right to the use of the interior surface of the common wall, the common fence wall or the common parapet wall on his side. No Owner shall use any portion of the common wall or the common fence wall or the common parapet wall so as to interfere with the use and enjoyment of the other Owner. No Owner shall erect any fence or any structure or protrusion (such as spikes or wire) on top of the common wall or the common fence wall or the common parapet wall without the written consent of the other Owner and the written consent of the Manager. No Owner shall put structures of any kind (such as fish ponds) so near to the common wall or the common fence wall or the common parapet wall as to cause leakage of water to the other side of the common wall or the common fence wall or the common parapet wall or as to be likely to cause the common wall or the common fence wall or the common parapet wall to collapse. If the common wall or the common fence wall or the common parapet wall (being not structural wall nor load bearing wall under the Building Plans and not forming part of the Common Areas and Facilities) or any portion thereof, except the interior surface of one side, is damaged or injured from any cause, other than the act or negligence of either party, it shall be repaired or rebuilt at their joint cost and expense. No Owner shall demolish or alter the common wall or the common fence wall or the common parapet wall provided that if an Owner owns both of the two adjoining Flats with the common wall or the common fence wall or the common parapet wall, he may demolish or alter the common wall or the common fence wall or the common parapet wall (being not structural wall nor load bearing wall under the Building Plans and not forming part of the Common Areas and Facilities) with the necessary approval of the Buildings Department and other relevant governmental authority (if required) and in compliance with the Government Grant, the Buildings Ordinance and other relevant laws, ordinances and regulations and provided further that if such adjoining Flats cease to be under the ownership of the same Owner, the Owners of such adjoining Flats shall as soon as practicable rebuild or reinstate the common wall or the common fence wall or the common parapet wall to the original state and condition at their joint cost and expense.
- (ii) Save and except the fence wall(s) separating the Garden Flats from the Residential Common Areas, where the non-structural and non-load bearing fence wall(s) of a Flat abut(s) onto any part of the Development Common Areas or (as the case may be) any part of the Residential Common Areas or (as the case may be) any part of the Tower Common Areas:-
- (a) the inner half of such fence wall(s) facing the Flat shall form part of the Flat and shall be maintained by the Owner of such Flat in good repair and condition

at his sole cost and expense and to the satisfaction of the Manager;

(b) the other half of the fence wall(s) shall form part of the Development Common Areas or (as the case may be) the Residential Common Areas or (as the case may be) the Tower Common Areas; and

(c) the Owner of the Flat shall not erect any fence or any structure or protrusion (such as spikes or wire) on top of the fence wall without the written consent of the Manager, and the Owner shall not put structures of any kind (such as fish ponds) so near to the fence wall as to cause leakage of water to the other side of the fence wall or as to be likely to cause the fence wall to collapse.

(iii) Owners of the Garden Flats shall at all reasonable times subject to prior reasonable written notice (except in the case of emergency) given by the Manager provide free and uninterrupted access to the Manager or its authorized persons or agents to enter upon the garden for the purposes of inspecting, upgrading, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating the fence walls separating the Garden Flats from the Residential Common Areas Provided that the right of the Owner of the garden to hold, use, occupy and enjoy his Garden Flat and its garden shall not be interfered with and Provided Further that the Manager shall at his own costs and expenses make good all damage caused by or arising from the exercise of the rights or powers under this sub-clause (iii) and shall be liable for the negligent, wilful or criminal acts of the Manager, its authorized persons or agents.

(iv) Each Owner of a Flat shall maintain his Flat (including all areas in the Flat in respect of which the Owner is entitled to the exclusive possession) in good repair and condition and in such manner so as to avoid any loss, damage, nuisance, annoyance or disturbance to any other Owners or their occupiers.

(v) In addition to but without prejudice to any restrictions (if any) as prescribed in the other provisions of this Deed, each of the Owners of the Flats hereby covenants that he will not do permit or suffer to be done any act or thing which may or will alter the external appearance and facade of the Flats without the prior written consent of the Manager provided that the Manager must not unreasonably withhold its consent or charge any fee other than a reasonable administrative fee for issuing the consent. The fee shall be credited to the Special Fund. Where such alteration is made without the Manager's prior written consent, the Manager shall have the right by notice in writing to demand the Owner concerned to restore his Flat to its original appearance and facade to a state consistent with that as when the Flat was first assigned to the purchaser thereof by the First Owner.

C. Covenants and provisions applicable to Owners of Houses

84. Owners who have a common wall or a common fence wall or a common parapet wall adjoining their respective Houses or a common wall or a common fence wall or a common parapet wall dividing the land upon which the Houses are constructed, shall each have the right to the use of the interior surface of the common wall, the common fence wall or the common parapet wall on his side. No Owner shall use any portion of the common

wall or the common fence wall or the common parapet wall so as to interfere with the use and enjoyment of the other Owner. No Owner shall erect any fence or any structure or protrusion (such as spikes or wire) on top of the common wall or the common fence wall or the common parapet wall without the written consent of the other Owner and the written consent of the Manager. No Owner shall put structures of any kind (such as fish ponds) so near to the common wall or the common fence wall or the common parapet wall as to cause leakage of water to the other side of the common wall or the common fence wall or the common parapet wall or as to be likely to cause the common wall or the common fence wall or the common parapet wall to collapse. If the common wall or the common fence wall or the common parapet wall (being not structural wall nor load bearing wall under the Building Plans and not forming part of the Common Areas and Facilities) or any portion thereof, except the interior surface of one side, is damaged or injured from any cause, other than the act or negligence of either party, it shall be repaired or rebuilt at their joint cost and expense. No Owner shall demolish or alter the common wall or the common fence wall or the common parapet wall provided that if an Owner owns both of the two adjoining Houses with the common wall or the common fence wall or the common parapet wall, he may demolish or alter the common wall or the common fence wall or the common parapet wall (being not structural wall nor load bearing wall under the Building Plans and not forming part of the Common Areas and Facilities) with the necessary approval of the Buildings Department and other relevant governmental authority (if required) and in compliance with the Government Grant, the Buildings Ordinance and other relevant laws, ordinances and regulations and provided further that if such adjoining Houses cease to be under the ownership of the same Owner, the Owners of such adjoining Houses shall as soon as practicable rebuild or reinstate the common wall or the common fence wall or the common parapet wall to the original state and condition at their joint cost and expense.

85. Where the non-structural and non-load bearing fence wall(s) or the non-structural and non-load bearing parapet wall(s) of a House abut(s) onto any part of the Development Common Areas or (as the case may be) any part of the Residential Common Areas:-

(a) the inner half of such fence wall(s) or such parapet wall(s) facing the House shall form part of the House and shall be maintained by the Owner of such House in good repair and condition at his sole cost and expense and to the satisfaction of the Manager;

(b) the other half of the fence wall(s) or the parapet wall(s) shall form part of the Development Common Areas or (as the case may be) the Residential Common Areas; and

(c) the Owner of the House shall not erect any fence or any structure or protrusion (such as spikes or wire) on top of the fence wall or the parapet wall without the written consent of the Manager, and the Owner shall not put structures of any kind (such as fish ponds) so near to the fence wall or the parapet wall as to cause leakage of water to the other side of the fence wall or the parapet wall or as to be likely to cause the fence wall or the parapet wall to collapse.

86. Where any part of the boundary wall(s) of the Development which forms part of the Development Common Areas encloses any part of a House:-

(a) the internal finishes of such boundary wall(s) facing the House shall form part of the House and shall be maintained by the Owner of such House in good repair and condition at his sole cost and expense and to the satisfaction of the Manager; and

(b) such boundary wall(s) (excluding such internal finishes which forms part of the House as aforesaid) shall form part of the Development Common Areas.

87. Each Owner of a House shall maintain his House including all areas, the exclusive possession of which he is entitled to, in good repair and condition and in such manner so as to avoid any loss, damage, nuisance or annoyance to any other Owners or occupiers of any part or parts of the Development.

88. For the purpose of maintaining a uniform and harmonious external appearance of the Development, and, in addition to but without prejudice to any restrictions (if any) as prescribed in the other provisions of this Deed, each of the Owners hereby covenants that he would not do, permit or suffer to be done any act or thing which may or will alter the external appearance and facade of the Houses.

89. Each Owner of a House shall allow and shall procure and cause his tenants, licensees and/or occupants to allow the Manager and/or any registered fire services installation contractor(s) appointed by the Manager on reasonable notice given by the Manager (except in an emergency) to have access to and enter such Owner's House to carry out inspection of and (if required) carry out works to the fire service installations (which form part of the Development Common Facilities) in the House. Inspections of the fire service installations shall be carried out at least once a year, Provided that if the Manager and/or the relevant Government authorities deem(s) necessary in its/her/their discretion, more frequent inspections may be carried out. If it transpires or if it is found that any Owner of a House has altered, removed, tampered with or obstructed, or is altering, removing, tampering with or obstructing, or has failed or fails to otherwise perform any obligations of such Owner in relation to any of the fire service installations in his House, the Manager and/or a registered fire service installation contractor(s) appointed by the Manager shall be entitled to enter his House on reasonable notice (except in an emergency) to carry out inspection, testing, replacement, maintenance and/or reinstatement works and, in such a case, such Owner of the House shall pay, and indemnify the Manager from and against, all the costs and expenses incurred in connection with any inspection, testing, replacement, maintenance and/or reinstatement work; Provided that the Manager shall at its own costs and expenses make good all damage caused by or arising from the exercise of any of the Manager's or its contractors' rights or powers in this Clause and shall be liable for the negligent, wilful or criminal acts of the Manager, his employees and contractors.

90. Each Owner shall, at his own costs and expenses, maintain and upkeep in good and safe condition any skylight and any lift vent with aluminum grilles installed in the designated area(s) and situated on the roof floor which forms part of his House.

D. Covenants and provisions applicable to Owners of Car Parks

91. No Owner shall use the Car Park in the Development for any purpose other than for the purpose of parking motor vehicles or (as the case may be) motor cycles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation and belonging to the residents of the Units or their bona fide guests, visitors or invitees and in particular the Car Parks shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services. No articles, goods or other things except motor vehicles or (as the case may be) motor cycles shall be allowed on the Car Parks.

92. No Owner may park more than one licensed motor vehicle or (as the case may be) one licensed motor cycle within each Car Park which he owns.

93. No Owner may park his licensed motor vehicle or (as the case may be) licensed motor cycle in such a manner as to cause inconvenience or annoyance to the Owners of the adjoining Units.

94. No motor vehicle or motor cycle may exceed the speed limit (if any) displayed in the Common Areas.

95. All motor vehicles and motor cycles must display in a prominent position the car identification badges or labels issued by the Manager (if any), otherwise entry to the Development may be refused.

96. No Owner shall make any alteration to his Car Park or erect any posts or chains thereon and thereto without the prior written consent of the Manager.

97. No Owner shall sub-divide any Car Park (irrespective of its size and area) for any purposes including but not limited to sale, assignment, lease, license, charge or disposal.

98. No Owner shall allow his licensed motor vehicle or (as the case may be) licensed motor cycle parked in any Car Park to deteriorate to a condition detrimental to the environmental appearance of the Development.

99. The Owner of a Car Park shall, at his own cost, keep and maintain in good repair and condition his Car Park (which for the avoidance of doubt includes the electric vehicles charging enabling facilities and associated conduits serving exclusively the space). All costs in relation to the electric vehicles charging enabling facilities and associated conduits serving exclusively the space, including charges for activating the electricity supply (if any) and electricity charges, shall be borne by the Owner of the Car Park.

SECTION VI

MANAGEMENT OF THE DEVELOPMENT

A. Appointment of Manager

100. The management of the Land and the Development shall be undertaken by the Manager.

101.

101.1 Subject to the provisions of the Ordinance, the DMC Manager, is hereby appointed as the first Manager to manage the Land and the Development for the initial term of TWO years from the date hereof and thereafter shall continue to manage the Development until its appointment is terminated in accordance with the provisions of this Deed.

101.2 The appointment of the Manager shall be terminated as follows:

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

- (1) by sending such a notice to the Owners' Committee; or
- (2) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.

(ii) The notice referred to in Clause 101.2(i)(2) above may be given:-

- (1) by delivering it personally to the Owner; or
- (2) by sending it by post to the Owner at his last known address; or
- (3) by leaving it at the Owner's Unit or by depositing it in the letter box for that Unit; or

101.3 (a) Subject to Clause 101.3(e), at a general meeting convened for the purpose, an 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, terminate by notice the DMC Manager's appointment without compensation.

(b) A resolution under Clause 101.3(a) shall have effect only if:

- (i) the notice of termination of appointment is in writing;

- (ii) 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 DMC Manager for the payment to him of a sum equal to the amount of the remuneration which would have accrued to him during that period;
 - (iii) the notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
 - (iv) the notice and the copy of the resolution is given to the DMC Manager within 14 days after the date of the meeting.
- (c) The notice and the copy of the resolution referred to in Clause 101.3(b)(iv) may be given:
 - (i) by delivering them personally to the DMC Manager; or
 - (ii) by sending them by post to the DMC Manager at his last known address.
- (d) If a notice to terminate the Manager's appointment is given under Clause 101.3:
 - (i) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (ii) if no such appointment is approved under Clause 101.3(d)(i) 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.
- (e) For the purpose of Clause 101.3(a);
 - (i) 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;
 - (ii) the reference in Clause 101.3(a) 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.
- (f) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, Clause 101.3(a), (b), (c) and (e) apply to the termination

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

- (g) Clause 101.3(f) operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the DMC Manager to terminate the appointment of the Manager.
- (h) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under Clause 101.3(d)(ii), 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.
- (i) This Clause 101.3 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 Ordinance but does not apply to any single manager referred to in that Section.

101.4 Prior to the formation of the Owners' Corporation, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) and by giving the Manager three months' notice in writing.

101.5 Upon termination of the Manager's employment in whatever manner that may occur (other than termination in accordance with Clause 101.3), the Owners' Committee shall by a majority resolution appoint a substitute or new Manager.

102. Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Development for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorized under this Deed.

103. The Manager, so long as it remains as the Manager of the Development, shall be bound by and shall observe and perform and comply with the covenants and conditions set out in the Government Grant and 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

104. The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:

- 104.1 To employ a qualified architect or professional to inspect the Development (save only the Units) including the Common Areas and Facilities at such time or times as the Manager shall deem necessary and to prepare a report of such inspection which report will be kept at the management office in the Development and will be open to inspection by all Owners and occupiers of any part of the Development and the Manager will furnish upon request to any such Owner or occupier a copy of the report at a reasonable charge PROVIDED THAT any charges or fee collected hereunder shall be credited to the Special Fund.
- 104.2 To put in hand and ensure the satisfactory completion of works necessary to maintain any Common Areas and Facilities and the Green and Innovative Features (save and except those forming part of the Unit) so as to ensure that the same are maintained in a good clean and safe condition at all times and for this purpose to employ reputable and competent contractors and workmen.
- 104.3 To ensure that all the Owners or occupiers maintain the Units owned or occupied by them and if there shall be any default on the part of any such Owners or occupiers and in case of emergency, to carry out necessary repairs to the Unit of the defaulting Owner or occupier to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners and to take all possible steps to recover the cost therefor from the defaulting Owner or occupier Provided that the Manager shall in the exercise of such right, at his own costs and expenses, repair any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, his employees and contractors.
- 104.4 To paint wash tile or otherwise treat as may be appropriate the Common Areas at such intervals as the same may in the opinion of the Manager be reasonably required to be done.
- 104.5 To keep all the Common Areas properly lighted and ventilated.
- 104.6 To keep in good order and repair the ventilation of the enclosed Common Areas.
- 104.7 To keep the Common Areas and all parts thereof in a clean sanitary and tidy condition.

- 104.8 To prevent any decaying noxious excrementitious or other refuse matter from being deposited on the Common Areas or any part thereof and to remove all refuse from such parts of the Common Areas and arrange for its disposal at such regular intervals and to maintain either on or off the Common Areas refuse collection facilities to the satisfaction of the Director of Food and Environmental Hygiene.
- 104.9 To prevent the obstruction of all the Common Areas and to remove any article or thing causing obstruction. If and whenever any article or thing shall be placed or stored on or in any part of the Common Areas, the Manager or its agents, servants, caretakers or cleaners of the Development shall first give the defaulting party (if identifiable) reasonable prior written notice (except in the case of emergency) to remove the article or thing causing the obstruction. In the event that such defaulting party cannot be identified, the Manager shall have the right without giving any prior notice to the defaulting party to remove such article and thing from such part of the Common Areas to another place or places as the Manager shall think fit. All costs and expenses incurred by the Manager for such removal shall be reimbursed upon demand to the Manager by the defaulting party and the defaulting party shall not claim against the Manager or its agents, servants, caretakers or cleaners for any loss or damage to such article or thing due to such removal.
- 104.10 To prevent any person enclosing the Non-enclosed Area or any part thereof or otherwise acting in breach of the provisions of this Deed applicable to the Non-enclosed Areas.
- 104.11 To keep all the common sewers drains watercourse and pipes free and clear from obstructions.
- 104.12 To keep all the Common Facilities in good and working order and to extend or provide additional facilities as the Manager shall in its reasonable discretion deem necessary or desirable for the benefit of the Land and the Development.
- 104.13 To keep all lighting equipment water and sewage systems in good and working order and in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's reasonable discretion and subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed), to enter into contracts with third parties for the maintenance thereof. The Manager shall also be responsible for all works required for any alteration to the sewage system and future connection of the same to the public culvert to be constructed if so required by the Government and all costs and expenses for such works shall be borne by the Owners provided that such costs and expenses shall first be paid out of the Special Fund.
- 104.14 To prevent so far as is possible any refuse or other matter being deposited washed eroded or falling from the Development onto any part of any public

roads or any road-culverts sewers drains nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any part of any Government or other drains waterways watercourses footpaths sewers nullahs pipes cables wires utility services or other works being in under over or adjacent to the Land or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage to the satisfaction of the Government.

- 104.15 To remove any structure installation signboard sunshade bracket fitting or other things in or on any part of the Common Areas which have been erected in contravention of the terms of this Deed or of the regulations of the Buildings Ordinance or any other ordinance and/or without the prior written permission of the Manager (or if such permission has been given upon the expiration or withdrawal of the same or if the conditions of such permission are in breach) and to demand and recover from the person by whom such structure or other things as aforesaid was erected or installed the cost of such removal and the making good of any damages thereby caused.
- 104.16 To maintain fire fighting equipment and fire alarms and to comply with all requirements of the Fire Services Department and generally so far as may be possible to maintain the Development safe from fire at all times.
- 104.17 To provide a security force watchmen porters and caretakers and to provide with and maintain other security equipment and generally so far as may be possible to maintain security in the Development at all times.
- 104.18 To do all things which the Manager shall in his reasonable discretion deem necessary or desirable for the purposes of maintaining and improving the Common Facilities for the better enjoyment or use of the Development by its Owners occupiers and their licensees provided that the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Facilities which involve expenditure in excess of 10% of the current annual Management Budget.
- 104.19 To appoint solicitors to advise on matters which arise in the management of the Land and the Development and which necessitate professional legal advice and with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and 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 Director of Lands or other competent 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 High Court (or any provisions amending or in substitution for the same).
- 104.20 To prevent (by legal action if necessary) any person including an Owner

from occupying or using otherwise than in accordance with the written permission of the Manager or the provisions of this Deed or the Government Grant or the Occupation Permit any of the Common Areas or any part of the Land and the Development.

- 104.21 To take all steps necessary or expedient for complying with the covenants and conditions contained in the Government Grant and any statutory or Government requirements concerning or relating to the Development for which no Owner or occupier of the Development is directly responsible.
- 104.22 To prevent (by legal action if necessary) and to take action to remedy any breach by any Owner or other person resident in or visiting the Land of any terms and conditions contained in the Government Grant and/or any statutory or Government legislation or regulations or this Deed.
- 104.23 To prevent any person detrimentally altering or injuring any part of the Common Areas or any of the Common Facilities.
- 104.24 To demand collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant Sub-Deed of Mutual Covenant.
- 104.25 To pay and discharge out of all monies so collected all outgoings relating to the management of the Development or incurred by the Manager hereunder in accordance with the provisions of this Deed.
- 104.26 Unless otherwise directed by the Owners' Corporation, to insure and keep insured to the full new reinstatement value in respect of the Common Areas and Facilities and all parts thereof as comprehensively as reasonably possible and in particular against loss or damage by fire and other risks and to effect insurance against public liability and occupiers' liability and employer's liability in respect of employees employed within or exclusively in connection with the management of the Development and other liabilities in such items or in such amounts as the Manager may think fit and to procure (but not to be under any obligation to do so) block insurance for the Development as a whole or parts thereof including those areas which are not Common Areas and Facilities against loss or damage in such risk and in such amount as the Manager reasonably considers necessary, such insurance to be in the name of the Manager itself for and on behalf of all the Owners according to their respective interests and to pay all premia required to keep such insurance policies in force and updated.
- 104.27 To keep proper records of accounts of all expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder as hereinafter provided.
- 104.28 To represent the Owners in all matters and dealings with Government or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development or the Common Areas and Facilities with power to bind all Owners as to any policy adopted

or decision reached or action taken in relation to any such dealings so long as the same does not contravene or is not in conflict with any of the provisions of this Deed.

- 104.29 To commence conduct carry on and defend legal and other proceedings touching or concerning the Land and the Development or the management thereof in the name of the Manager.
- 104.30 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 House Rules hereunder and to take action including the commencement and conduct of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof and the registration and enforcement of charges as hereinafter mentioned.
- 104.31 To enforce the due observance and performance of the House Rules.
- 104.32 To recruit dismiss and employ such staff as may from time to time be required to perform and discharge its duties hereunder on such terms as the Manager shall in its absolute discretion decide and to provide accommodation within the Land uniforms working clothes tools appliance cleaning and other materials and all equipment necessary therefor.
- 104.33 To take all reasonable actions to abate any nuisance affecting the Owners and occupiers of the Development or any Unit of the Development and for such purpose to enter into any part or Unit of the Development in accordance with Clause 17.1, Clause 18.1 or (as the case may be) Clause 19.1 for the purpose of abating such nuisance.
- 104.34 To do all such other things as are reasonably incidental to the management of the Land and the Development.
- 104.35 To repair and keep in good repair and condition the Common Areas and Facilities and when necessary upon reasonable prior written notice (except in case of emergency) to enter into any part or any Unit of the Development for the purpose of carrying out necessary repairs to the Land and Development and the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expenses repair any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, his employees and contractors.
- 104.36 To maintain, repair, operate, temporarily install, move, and have access to, over and/or on the external walls or curtain walls the gondola and to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (which form part of the Common Areas) of

the Development or any part thereof and on prior reasonable notice to the relevant Owner for the Manager, its servants, agents, contractors and persons duly authorized to have access to the external walls or curtain walls for the purposes of operating, installing, keeping, repairing, storing and/or parking the gondola and in this connection the Manager, its agents, contractors and duly authorized persons shall have the right to temporarily fence off the relevant part of the external walls or curtain walls PROVIDED THAT the Manager in exercising any of its aforesaid rights shall cause as little disturbance as reasonably practicable and shall at its own costs and expense make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its servants, agents, contractors, authorized persons and employees.

- 104.37 To manage, control and maintain the parking of cars and other vehicles and the loading and unloading of goods or passenger within and/or in the Common Areas and the flow of vehicular traffic over all roads and other areas intended for common use and in particular to ensure that the Car Parks are used solely for their intended purposes and that the Common Areas and all roads and other areas intended for common use remain unobstructed.
- 104.38 To install in or affix to and use (or permit any person to install in or affix to and use) any part of the Common Areas for the installation, erection and maintenance of flue pipes, conduits, aerials and/or dish installation (if any), apparatus, structures and/or other equipment relating to the broadcasting and/or reception of cable and/or satellite television and/or other telecommunication systems, plant, machinery and other apparatus or equipment which only serve the Development or any part thereof (all of which upon such installation or erection shall form part of the Common Facilities) and to lease licence install affix erect place and maintain or contract for the leasing, licensing, installation and maintenance of communal radio and/or television aerials and/or satellite master antennae television system and/or cable television system which only serve the Development or any part thereof and such apparatus, equipment, cables, wires, pipes, antennae or structures in relation thereto in accordance with Clause 114 of this Deed and for such purposes to apply for all necessary licence(s) or consent(s) from the Government and/or other relevant authorities provided that the written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained prior to the exercise of such rights and that such installation shall not affect the enjoyment of the Development by the Owners and occupiers provided further that the exercise of the rights under this Clause 104.38 shall not contravene the provisions of the Government Grant and shall not interfere with the Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units. Any consideration received therefor shall be credited to the Special Fund.
- 104.39 Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to enter into and thereafter change amend vary add to alter or cancel any Deed(s) of Mutual Grant and/or Deed(s) of

Mutual Grant and Release and/or any other Deed(s) and/or Agreement(s) whatsoever with any person(s) or corporation(s) in connection with the granting and/or reservations of rights, easements, rights of way, privileges, benefits, obligations and/or any other matters affecting the Common Areas and Facilities and/or any adjoining properties. Such Deed(s) or Agreement(s) shall contain such provisions as the Manager deems fit and necessary in the circumstances Provided that the exercise of the rights under this Clause 104.39 shall not contravene the provisions of the Government Grant and shall not interfere with the Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units and Provided further that any consideration received therefor shall be credited to the Special Fund.

- 104.40 Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements (whether formal or informal) with the Government or such other parties and upon such terms and conditions and with or without consideration in respect of any part or parts of the Common Areas as the Manager shall reasonably consider necessary to ensure efficient management of the Land and the Development PROVIDED THAT the exercise of the rights under this Clause 104.40 shall not contravene the provisions of the Government Grant and shall not interfere with the Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units and Provided further that any charges or fee collected hereunder shall be credited to the Special Fund.
- 104.41 Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to grant right of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person or persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT the Manager shall not grant exclusive right of use in respect of the Common Areas and Facilities to any such persons and Provided that the exercise of the rights under this Clause 104.41 shall not contravene the provisions of the Government Grant and shall not interfere with the Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units and Provided further that any charges or fee collected hereunder shall be credited to the Special Fund.
- 104.42 Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to grant reasonable easements, rights of way, quasi-easements (if any), rights, privileges and/or licences to the Government or other owner(s) of any adjacent land and/or adjacent building or any person to use, connect to, construct, lay, maintain, remove, renew and/or replace any roads, passageways, walkways, footpaths, open spaces, nullahs and culverts, sewage treatment plant and facilities, refuse collection and disposal areas and facilities, drainage systems, drains, pipes, cables, irrigation pipes, pumps and other installation apparatus, fittings, chambers,

and other equipment and structures at or within the Common Areas and Facilities on such terms as the Manager deems fit Provided that the exercise of the rights under this Clause 104.42 shall not contravene the provisions of the Government Grant and shall not interfere with the Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units and Provided Further that all monetary consideration (if any) received therefor pursuant to this sub-clause shall be credited to the Special Fund.

- 104.43 To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities including the Recreational Facilities and their ancillary facilities in the Common Areas and Facilities, to remove any person thereon who fails to comply with or is in breach of any House Rules relating to such facilities and to exclude any person who has been in persistent breach of such House Rules from the use of such facilities for such period as the Manager shall in its discretion deem appropriate PROVIDED THAT any charges or fee collected hereunder shall be credited to the management fund PROVIDED FURTHER THAT any such charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities shall be subject to the prior approval by a resolution of the Owners' Committee (if any).
- 104.44 Subject to Clause 113, 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.
- 104.45 To maintain and keep the Greenery Areas and the landscaped works thereat in a safe, clean, neat, tidy and healthy condition in accordance with Special Condition No.(15) of the Government Grant.
- 104.46 To keep an updated record and information of all Owners, and to improve, control, operate and manage the Recreational Facilities and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Facilities and maintain the same including any access steps staircases and ramps.
- 104.47 To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Development and the external walls elevations and facade thereof (excluding those forming part of a Unit) PROVIDED HOWEVER THAT the Manager shall have the power at the expense of the Owner concerned to replace broken window glass if any window glass shall be broken and remain unreplaced for seven (7) days after the Manager shall have served a notice on the Owner or occupier of the Unit concerned requiring him to replace the same and for such purpose the Manager shall have the right to enter into the Unit in accordance with Clause 17.1 or (as the case may be) Clause 18.1.

- 104.48 To maintain any drainage system whether within or outside the Land which is required to be maintained pursuant to the provisions of the Government Grant.
- 104.49 Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to make suitable arrangements for the supply, use or provision of water, gas and electricity and any other utility or service and any rights and privileges to or for the Land and the Development or any part thereof and, to lease or licence any adjacent land or building or land or building in the vicinity for the use and benefit of the Land and the Development or any part thereof on such terms as the Manager deems fit.
- 104.50 To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Development as a whole.
- 104.51 To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development as the Manager shall in its reasonable discretion consider desirable.
- 104.52 To give or withhold its consent or approval to anything which requires its consent or approval pursuant to this Deed or any relevant Sub-Deed of Mutual Covenant provided that the Manager must not unreasonably withhold its consent or approval or charge any fee other than a reasonable administrative fee for issuing the consent or approval. The fee shall be credited to the Special Fund.
- 104.53 To convene such meetings of the Owners as may be necessary or requisite and, subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to act as secretary to keep the minutes of such meetings.
- 104.54 To maintain the Maintenance Works and to carry out any works in accordance with Special Condition No. (38) of the Government Grant.
- 104.55 The Manager shall have the right from time to time to appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations hereunder PROVIDED THAT the Manager shall not transfer or assign its duties or obligations hereunder to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Development in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.
- 104.56 To maintain all areas slopes open spaces and facilities as are required to be maintained under the provisions of the Government Grant and in the manner as provided therein.

- 104.57 Without prejudice to the other powers and duties of the Manager contained herein, to carry out such decoration, renovation, improvement works or such other works whether or not of a cosmetic nature in respect of the Common Areas and Facilities or any part(s) thereof for the purpose of enhancing, upgrading or improving the appearance, condition or amenities of the Development Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Facilities or any improvements to facilities or services which involves expenditure in excess of 10% of the current annual Management Budget.
- 104.58 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 the occupiers of the Development and to ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route and shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and the occupiers of the Development. Such recyclable materials recovered from the waste separation and recovery facilities shall be properly collected, stored and sent for recycling if the Manager considers appropriate and fit to do so.
- 104.59 To organize any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and the occupiers of the Development and to encourage the Owners and the occupiers of the Development to participate in such activities with a view to improving the environmental conditions of the Development.
- 104.60 Subject to Clause 107, to make House Rules to require the Owners and the occupiers of the Development to dispose of any rubbish properly for waste separation and recycling purposes.
- 104.61 To engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition the lifts and fire fighting equipments and to comply with all applicable Government regulations.
- 104.62 Subject to Clause 107, to make House 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.
- 104.63 To inspect, maintain and carry out all necessary works for the maintenance of the Works and Installations.
- 104.64 To comply with the NIA in respect of all Approved Noise Mitigation Measures forming part of the Common Areas and Facilities.
- 104.65 (If applicable) to provide a suitable CCTV imaging device and trained

personnel to operate the device, or secure a contract with a service provider for conducting inspection of the concealed external drainage pipes by a suitable CCTV imaging device, and to arrange regular inspection of the subject pipework on a specified interval as proposed by the Authorized Person to alert any early signs of water leakage and pipe joints/pipe brackets conditions and to enter into and upon each Residential Unit at all reasonable times on reasonable notice (except in case of emergency) with or without agents, surveyors, workmen and others for conducting inspection of the concealed drainage pipes which form part of the relevant Residential Unit Provided That the Manager shall make good any damage caused as a result of the Manager exercising the above power and duty and shall be liable for the negligent, wilful or criminal acts of the Manager, his staff, agents, surveyors, workmen, authorized persons, employees and contractors.

104.66 To upkeep the Transformer Room(s) in accordance with the provisions and maintenance responsibilities stipulated in the Code of Practice 101 for Distribution Substation Design Version 14 issued by CLP Power Hong Kong Limited and any amendment thereto.

105. In connection with the exercise of or incidental to the Manager's rights mentioned in the preceding Clause 104, each Owner agrees that the Manager may without joining the Owners sign and/or seal and execute such deed(s) or document(s) as it or they consider(s) necessary or desirable and each Owner do hereby appoint the Manager as his attorney (who may act through such officers or employees as the attorney may from time to time appoint) to exercise effect and perform and/or to sign and/or seal and execute any deed(s) and document(s) on his behalf (if necessary in conjunction with the Manager and/or other Owners) and as his act and deed to deliver such deed(s) and document(s) as shall be required in connection with the exercise of such rights by the Manager to effectuate any of the aforesaid purposes and such Owner hereby covenants that he will ratify and confirm all that the Manager as such attorney as aforesaid shall lawfully do or cause to be done by virtue of this Deed and that the power of attorney hereby given shall bind the executor or executors and the administrator or administrators and the successor or successors and assign or assigns of such Owner and shall not be revoked by the death incapacity or the winding up (as the case may be) of such Owner.

106. An Owner shall not assign his Unit unless the relevant assignment includes the following covenants:

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

- (i) the Covenanting Purchaser grants confirms and acknowledges the rights liberty and privileges conferred on the Manager under the Deed of Mutual Covenant incorporating Management Agreement aforesaid and the Covenanting Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights liberty and privileges by the Manager.
- (ii) The Covenanting Purchaser hereby appoints the Manager acting singly to be its attorney (who may act through such officers or employees as the Manager may from time to time appoint) and grants unto the Manager the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Covenanting Purchaser deliver such deed and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights liberty and privileges conferred on the Manager as aforesaid.
- (iii) the Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant incorporating Management Agreement as if the same terms and covenants on the part of the Covenanting Owner set out therein are made directly by the Covenanting Purchaser.
- (iv) The Covenanting Purchaser shall not assign the Property unless the relevant assignment includes the same binding covenants as the covenants (i), (ii), (iii) and (iv) herein contained.

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

107. The Manager shall have power to make House Rules before the formation of the Owners’ Committee for the purpose of regulating the use, operation, maintenance, management and administration of the Development and any of the structures facilities services or amenities thereof and the conduct of persons occupying using or visiting the same. It may (subject to the approval of the Owners’ Committee (if any)) from time to time amend the House Rules. The House Rules and any amendments thereto must not be inconsistent with or contravene the provisions of this Deed, the Ordinance or the conditions of the Government Grant.

108. Such House Rules (as referred to in Clause 107) shall be binding on all of the Owners and their tenants licensees servants or agents. A copy each of the House Rules from time to time in force shall be posted on the public notice board in a prominent place in the Development and a copy thereof shall be supplied to each Owner on request free of charge.

109. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.

110. The Manager shall have power to commence proceedings for the purpose 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 the House Rules made hereunder and of recovering damages for the breach non-observance or non-performance thereof. The provisions of Clause 131 hereinafter appearing shall apply to all such proceedings.

111. The Manager shall have the right and power to require each Owner to pay a proportionate part of all the expenditure lawfully incurred or to be incurred for the provision, operation, necessary repair, decoration, renovation, improvement, management, upkeep and maintenance of the Slopes and Retaining Walls and related structure and the Common Areas and Facilities as provided in this Deed Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of facilities, services or the Common Areas and Facilities which involves expenditure in excess of 10% of the current annual Management Budget.

112. Notwithstanding any provision to the contrary herein contained, the Manager shall not carry out any improvements to facilities or services which involve expenditure in excess of 10% of the current annual Management Budget except with the prior approval by a resolution of Owners at a meeting of Owners convened under this Deed.

113.

113.1 Subject to Clauses 113.2 and 113.3, 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 \$200,000 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless:-

- (a) the supplies, goods or services are procured by invitation to tender; and
- (b) the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance.

113.2 Subject to Clause 113.3, 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 Management Budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless:-

- (a) if there is an Owners' Corporation:-
 - (i) the supplies, goods or services are procured by invitation to tender;
 - (ii) the procurement complies with the Code of Practice referred to in

section 20A(1) of the Ordinance; and

- (iii) 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

(b) if there is no Owners' Corporation:-

- (i) the supplies, goods or services are procured by invitation to tender;
- (ii) the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance; and
- (iii) 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.

113.3 Clauses 113.1 and 113.2 do not apply to any supplies, goods or services which but for this Clause 113.3 would be required to be procured by invitation to tender (referred to in this Clause 113.3 as "relevant supplies, goods or services"):-

(a) where there is an Owners' Corporation, if:-

- (i) 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
- (ii) 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

(b) where there is no Owners' Corporation, if:-

- (i) 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
- (ii) 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.

114. 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:-

- 114.1 the term of the contract shall not exceed 3 years;
- 114.2 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
- 114.3 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.

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

C. Manager's Remuneration

116. The Manager's Remuneration shall be ten percent (10%) per annum (which percentage may not be varied except with the approval by a resolution of the Owners at meetings of the Owners convened under this Deed) of the total annual management expenses of the Land and the Development (excluding (i) the Manager's Remuneration itself, and (ii) any capital expenditure or expenditure drawn out of the Special Fund as referred to in Clause 127) necessarily and reasonably incurred in the management of the Land and the Development 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 applicable under this clause or at such lower rate as considered appropriate by the Owners. Payment of the Manager's Remuneration shall be in advance in the manner as shall be determined by the Manager. Any over-payment of the Manager's Remuneration in the financial year in question shall be refunded and be paid by the Manager into the management fund within 21 days of the completion of the auditing of the annual accounts for such financial year as provided under Clause 142 and any adjustment payment that needs to be made by the Owners to bring the amount paid to the Manager by way of remuneration for the financial year in question to the correct amount for such financial year calculated in accordance with the first sentence of this clause shall likewise be made within 21 days of the completion of the auditing of the annual accounts for such financial year.

117. The sums payable to the Manager under the provisions aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs and expenses for any staff, facilities, accountancy services or other professional supervision for the Land and the Development which costs and expenses shall be a direct charge upon the management fund or the Special Fund as appropriate.

D. Management Budget and Contribution by Owners

118. (a) Subject to sub-clauses (c), (e), (f) and (h) of this Clause, the total amount of management expenses payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Land and the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this Clause.
- (b) In respect of each financial year, the Manager shall:-
- (i) prepare a draft Management Budget setting out the proposed expenditure of the Land and the Development during the financial year;
 - (ii) send a copy of the draft Management Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft Management Budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days;
 - (iii) send or display, as the case may be, with the copy of the draft Management Budget a notice inviting each Owner to send his comments on the draft Management Budget to the Manager within a period of 14 days from the date the draft Management Budget was sent or first displayed;
 - (iv) after the end of that 14-day period, prepare the Management Budget specifying the total proposed expenditure of the Land and the Development during the financial year; and
 - (v) send a copy of the Management Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the Management Budget in a prominent place in the Development and cause it to remain so displayed for at least 7 consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) of this clause before the start of that financial year (other than the first financial year), the total amount of management expenses for that year shall:-
- (i) until the Manager has so complied, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year;
 - (ii) when the Manager has so complied with, be the total proposed expenditure specified in the Management Budget for that financial year, and the amount which the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (d) Where a Management Budget has been sent or displayed in accordance with sub-clause (b)(v) of this clause and the Manager wishes to revise it, he shall

follow the same procedures in respect of the revised Management Budget as apply to the draft Management Budget and Management Budget by virtue of sub-clause (b) of this clause.

- (e) Where a revised Management Budget is sent or displayed in accordance with sub-clause (d) of this clause, the total amount of management expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised Management Budget and the amount that Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of 1 month from the date that a Management Budget or revised Management Budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) of this clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the Management Budget or revised Management Budget, as the case may be, the total amount of management expenses for the financial year shall until another Management Budget or revised Management Budget is sent or displayed in accordance with sub-clause (b) or (d) of this clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (g) If an Owner requests in writing the Manager to supply him with a copy of any draft Management Budget, Management Budget or revised Management Budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person PROVIDED THAT any charges or fee collected hereunder shall be credited to the Special Fund.
- (h) For the purposes of this Clause 118, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the Manager's Remuneration.

119. The financial year for the purposes of the Management Budget shall be from 1st April to 31st March in each year (both days inclusive). The first Management Budget shall be prepared by the Manager before the date falling one month after the date of this Deed and shall cover the period from the date of this Deed until, if such date is on or before 30th September of the year, 31st March of the following year, or if such date is after 30th September of the year, until 31st March of the year after the following year.

120. The management expenses in the Management Budget shall include but not be limited to the following:-

- 120.1 Government Rents for the whole of the Land if there is no separate assessment or apportionment for individual Units;
- 120.2 The premia payable for the insurance of the Common Areas and Facilities against fire and other perils, third party and property owners' liability,

employers' liability and other liabilities as the Manager deems fit;

- 120.3 Charges for the supply and consumption of water, gas, electricity, telephone, central air-conditioning (if any) and other utilities to in and for, and any similar charges in connection with the management and maintenance of the Land and the Development other than the Units;
- 120.4 The cost and expenses of maintaining the foundations, columns and other structures constructed or to be constructed for the support of the Development and such other areas or drains, nullahs, sewers, pipes, watermains and channels whether within or outside the Land that are required to be maintained under the Government Grant;
- 120.5 The costs of lighting, repairing, maintaining, cleaning, painting, decorating and keeping in good condition any parts of the Common Areas and Facilities and the Green and Innovative Features (save and except those forming part of a Unit) or any part thereof;
- 120.6 The costs of operating the Common Facilities;
- 120.7 Remuneration for accountants, caretakers, security guards, watchmen, cleaners and attendants and such other staff as may be required for the proper management of the Land and the Development;
- 120.8 The costs of refuse collection, storage and disposal in respect of the Land and the Development;
- 120.9 Such legal or other fees and costs which may be reasonably and properly incurred by the Manager in the performance of any duty or in the exercise of any power hereunder;
- 120.10 The costs of preparing annual accounts for the Owners and of having the same properly audited by an independent certified public accountant;
- 120.11 The Manager's Remuneration;
- 120.12 The costs or a due proportion thereof of maintenance and/or repair and/or other works described in Clauses 58(b) and 104.56 of this Deed;
- 120.13 The costs of operation and maintenance of the Recreational Facilities;
- 120.14 The costs of maintaining the Green Hatched Black Area in accordance with the Government Grant;
- 120.15 The costs of maintaining the Maintenance Works and carrying out any works in accordance with Special Condition No. (38) of the Government Grant pursuant to Clause 104.54;
- 120.16 The costs incurred in connection with the Greenery Areas or areas

landscaped in accordance with Special Condition No. (15) of the Government Grant and the landscaped works thereat pursuant to Clause 104.45;

120.17 Any fees or charges payable to the Government or other party under any agreement(s) or licence(s) or deed(s) of grant of easements or any other deed(s) or document(s);

120.18 Any other costs, charges and expenses reasonably and necessarily incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or under any sub-deed or sub-deeds of mutual covenant in respect of any part or parts of the Land and the Development;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature, which shall be payable out of the Special Fund hereinafter mentioned. Costs, charges and expenses of a capital nature shall include but not be limited to those relating to establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within or forming part of the Common Areas and Facilities Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works to facilities or services referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget.

121. Each annual Management Budget shall be divided into the following parts:

121.1 Part A shall cover the estimated management expenses which in the opinion of the Manager are attributable to the management and maintenance of the Development Common Areas, the Development Common Facilities, the Green Hatched Black Area and the Maintenance Works and any works as required under Special Condition No. (38) of the Government Grant or for the benefit of all the Owners (excluding those estimated management expenses contained in Part B, Part C, Part D and Part E of the Management Budget hereinafter mentioned);

121.2 Part B shall contain the estimated management expenses which in the opinion of the Manager are attributable solely to the management and maintenance of the Residential Common Areas and the Residential Common Facilities or solely for the benefit of all the Owners of the Residential Units including but not limited to the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Recreational Facilities, the Visitors' Parking Space No. V1, the Visitors' Parking Space No. V2 (serving as a Parking Space for the Disabled Persons) and the Parking Space for the Disabled Persons No. 9 but excluding, for the avoidance of doubt, parts of the estimated management expenses in respect of the Residential Common Areas and Residential Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Owners' Committee Office which shall be treated as falling within Part E of the annual Management Budget. For the avoidance of doubt, Part B shall also contain such parts of the estimated management expenses in respect of the Car Park Common Areas and Car Park Common Facilities which in the reasonable opinion of

the Manager are attributable to the use of the Visitors' Parking Space No. V1, the Visitors' Parking Space No. V2 (serving as a Parking Space for the Disabled Persons) and the Parking Space for the Disabled Persons No. 9;

- 121.3 Part C shall contain the estimated management expenses which in the opinion of the Manager are attributable solely to the management and maintenance of the House Common Areas and the House Common Facilities or solely for the benefit of all the Owners of the Houses;
- 121.4 Part D shall contain the estimated management expenses which in the opinion of the Manager are attributable solely to the management and maintenance of the Tower Common Areas and the Tower Common Facilities or solely for the benefit of all the Owners of the Flats; and
- 121.5 Part E shall contain the estimated management expenses which in the opinion of the Manager are attributable solely to the management and maintenance of the Car Park Common Areas and the Car Park Common Facilities or solely for the benefit of all the Owners of the Car Parks excluding for the avoidance of doubt, parts of the estimated management expenses in respect of the Car Park Common Areas and Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Space No. V1, the Visitors' Parking Space No. V2 (serving as a Parking Space for the Disabled Persons) and the Parking Space for the Disabled Persons No. 9 which shall be treated as falling within Part B of the annual Management Budget. For the avoidance of doubt, Part E shall also contain such parts of the estimated management expenses in respect of the Residential Common Areas and Residential Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Owners' Committee Office.

122. Subject to Clause 118 of this Deed, the annual Management Budget shall be reviewed by the Owners' Committee (when it has been established pursuant to the provisions of this Deed) or by the Owners' Corporation (if formed), and in the light of such review, the Manager may alter such Management Budget based on the suggestions of the Owners' Committee or the Owners' Corporation and the Management Budget as reviewed or altered as aforesaid shall be deemed adopted.

123. The Manager shall determine the amount which each Owner shall contribute towards the management expenses in accordance with the following principles:

- 123.1 Each Owner of a Unit of the Development shall contribute to the amount assessed under Part A of the annual Management Budget in the proportion which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development;
- 123.2 Each Owner in addition to the amount payable under Clause 123.1 shall in respect of each Residential Unit of which he is the Owner contribute to the amount assessed under Part B of the annual Management Budget in the proportion which the number of Management Shares allocated to his

Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Development;

- 123.3 Each Owner in addition to the amount payable under Clause 123.1 shall in respect of each House of which he is the Owner contribute to the amount assessed under Part C of the annual Management Budget in the proportion which the number of Management Shares allocated to his House bears to the total number of the Management Shares allocated to all House of and in the Development;
- 123.4 Each Owner in addition to the amount payable under Clause 123.1 shall in respect of each Flat of which he is the Owner contribute to the amount assessed under Part D of the annual Management Budget in the proportion which the number of Management Shares allocated to his Flat bears to the total number of the Management Shares allocated to all Flats of and in the Development; and
- 123.5 Each Owner in addition to the amount payable under Clause 123.1 above shall in respect of each Car Park of which he is the Owner contribute to the amount assessed under Part E of the annual Management Budget in the proportion which the number of Management Shares allocated to his Car Park bears to the total number of Management Shares allocated to all Car Parks of and in the Development.

Provided however that notwithstanding any provisions to the contrary herein contained no Owner may be called upon to pay more than his appropriate share of the management expenses. The First Owner shall make payments and contributions towards the management expenses which are of a recurrent nature in respect of those Units and Undivided Shares unsold provided that it shall not be obliged to make the payments and contributions aforesaid in respect of the Units and Undivided Shares allocated to any separate building of the Development the construction of which has not been completed except to the extent that such uncompleted separate building benefits from the provisions of this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining slopes or as to security etc. provided by the management of the completed parts) of the Development.

124. The Manager shall determine the amount which each Owner shall contribute towards the management expenses in accordance with the provisions of this Deed and shall determine the time and place of payment and unless otherwise determined by the Manager each Owner shall on the first day of each and every calendar month (whether legally demanded or not) pay to the Manager a sum representing one-twelfth of such Owner's liability to contribute to the management expenses for that financial year.

125.

- (a) Without prejudice to the proviso in Clause 123, in the event of a deficiency occurring or seeming to the Manager likely to occur or if there shall be any change in circumstances which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) require any revision to the Management Budget, the Manager may at any time during the financial year prepare a revised Management Budget in accordance with the

procedures set out in Clause 118. Such revised Management Budget shall be reviewed by the Owners' Committee and the provisions of Clause 122 shall apply mutatis mutandis to the revised Management Budget as to the annual Management Budget. A revised Management Budget may be further revised as often as the Manager considers reasonably necessary.

- (b) The Manager shall also have the power, in the event of a revised Management Budget completed pursuant to and in accordance with sub-clause (a) 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 amounts shall form part of the monthly contribution of such Owner to the management expenses and be recoverable accordingly.

126. Notwithstanding any provision to the contrary herein contained, the Manager shall be entitled in its discretion:

- 126.1 to charge the Owners a reasonable administrative fee for granting and processing any consent required from the Manager pursuant to this Deed which consent must not be unreasonably withheld Provided that no other fees can be charged for granting and processing such consent;
- 126.2 to charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris;
- 126.3 from time to time to make rules and regulations governing the supply and use of electricity air-conditioning water to the Common Areas and Facilities, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by Government PROVIDED THAT any such rules and regulations shall be subject to the prior approval by a resolution of the Owners' Committee (if any);
- 126.4 to enter with or without workmen at all reasonable times on prior written reasonable notice (except in case of emergency) upon all parts of the Land and the Development necessary for the purposes of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners (which would include, without limiting the generality of the foregoing, replacing, repairing and maintaining any of the electricity water conduits lines mains and pipes serving any part of the Land and the Development whether or not the same belong exclusively to any Unit) Provided that the Manager shall at his own costs and expense repair any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees, workmen and contractors and Provided further that the Manager shall ensure that the least disturbance is caused to the Units;

Provided always that all monies fees or charges received by the Manager

under the provisions of this Clause shall be held by the Manager on trust for all the Owners for the time being and shall be credited to the Special Fund.

127. 127.1 There shall be established and maintained by the Manager the Special Fund for the purpose of paragraph 4 of Schedule 7 to the Ordinance, which Special Fund comprises four sub-categories as follows:-

- (i) There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Development Common Areas, the Development Common Facilities and any areas or facilities whether within or outside the Land that are required to be maintained by the Owners under the Government Grant for payment of expenditure of a capital nature or of a kind not expected to be incurred annually which shall include, inter alia, expenses for the renovation, improvement and repair of the Development Common Areas and the Development Common Facilities and the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Development Common Areas and the Development Common Facilities and the costs of the relevant investigation works and professional services.
- (ii) There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Residential Common Areas and the Residential Common Facilities for payment of expenditure of a capital nature or of a kind not expected to be incurred annually which shall include, inter alia, expenses for the renovation, improvement and repair of the Residential Common Areas and the Residential Common Facilities and the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential Common Areas and the Residential Common Facilities and the costs of the relevant investigation works and professional services and such parts of such expenses in respect of the Car Park Common Areas and the Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Space No. V1, the Visitors' Parking Space No. V2 (serving as a Parking Space for the Disabled Persons) and the Parking Space for the Disabled Persons No. 9 but shall exclude such parts of such expenses which in the reasonable opinion of the Manager are attributable to the use of the Owners' Committee Office which shall be covered by the relevant sub-category of the Special Fund in respect of the Car Park Common Areas and the Car Park Common Facilities.
- (iii) There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the House Common Areas and the House Common Facilities for payment of expenditure of a capital nature or of a kind not expected to be incurred annually which shall include, inter alia, expenses for the renovation, improvement and repair of the House Common Areas and the House Common Facilities

and the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the House Common Areas and the House Common Facilities and the costs of the relevant investigation works and professional services.

- (iv) There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Tower Common Areas and the Tower Common Facilities for payment of expenditure of a capital nature or of a kind not expected to be incurred annually which shall include, inter alia, expenses for the renovation, improvement and repair of the Tower Common Areas and the Tower Common Facilities and the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Tower Common Areas and the Tower Common Facilities and the costs of the relevant investigation works and professional services.
- (v) There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Car Park Common Areas and the Car Park Common Facilities for payment of expenditure of a capital nature or of a kind not expected to be incurred annually which shall include, inter alia, expenses for the renovation, improvement and repair of the Car Park Common Areas and the Car Park Common Facilities and the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Car Park Common Areas and the Car Park Common Facilities and the costs of the relevant investigation works and professional services and such parts of such expenses in respect of the Residential Common Areas and the Residential Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Owners' Committee Office but shall exclude such parts of such expenses which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Space No. V1, the Visitors' Parking Space No. V2 (serving as a Parking Space for the Disabled Persons) and the Parking Space for the Disabled Persons No. 9 which shall be covered by the relevant sub-category of the Special Fund in respect of the Residential Common Areas and the Residential Common Facilities.

- 127.2 (i) The Manager shall open and maintain at a bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) an interest-bearing account, the title of which shall refer to the relevant sub-category of the Special Fund for the Development and shall use that account exclusively for the purposes referred to in Clauses 127.1(i), (ii), (iii), (iv) and (v) above (as the case may be) and managed by the Manager on trust for all Owners.
- (ii) All sums in each sub-category of such Special Fund shall be the property of the Owners.

- (iii) Reference shall be made to each sub-category of the Special Fund in the annual accounts in respect of the management of the Development and an estimate shall be made in such accounts of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.
- (iv) Without prejudice to the generality of Clause 127.2(i) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (v) The Manager shall display a document showing evidence of any account opened and maintained under Clause 127.2(i) or Clause 127.2(iv) in a prominent place in the Development.

127.3 Each Owner covenants with the other Owners that he shall make further periodic contributions to the Special Fund. The amounts to be contributed by the Owners to the Special Fund in each financial year and the time when those contributions will be payable will be determined by a resolution of the Owners at an Owners' meeting convened under this Deed. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.

127.4 Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). 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.

127.5 The payments made by the Owners towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.

127.6 The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under Clause 127.2(i) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 127.2(iv) above.

E. Security for and recovery of moneys due to Manager

128. The first Owner of each Unit (except where the First Owner has made payments in accordance with Clause 129 hereunder) shall upon assignment of the Unit from the First Owner:

128.1 deposit with the Manager as security for the due payment of all amounts

which may be or become payable by him under this Deed a sum equivalent to 3 months' monthly contribution of the first year's budgeted management expenses and such sum shall not be used to set off against monthly contribution of the management expenses or any other contributions to be made by him and such sum is non-refundable but transferable; and

- 128.2 pay to the Manager a sum equivalent to 2 months' contribution of the first year's budgeted management expenses as payment in advance of the first 2 months' contribution of the first year's budgeted management expenses and such sum is neither refundable nor transferable; and
- 128.3 except where the First Owner has made payments in accordance with Clause 129, pay to the Manager a sum equivalent to 2 months' monthly contribution of the first year's budgeted management expenses as his initial contribution to the Special Fund (in respect of such contribution, the Manager shall reasonably apportion such initial contribution amongst the relevant respective sub-categories of the Special Fund and in proportion to the number of Management Shares allocated to his Unit) and such sum is neither refundable nor transferable; and
- 128.4 pay to the Manager a non-refundable and non-transferable debris removal and initial set-up fee in the sum equivalent to one month's contribution of the first year's budgeted management expenses as shall be determined by the Manager which shall be applied by the Manager towards the cost of removal from the Development of any debris or rubbish which may accumulate as a result of the initial fitting-out of the Units. For the avoidance of doubt, the Owners of the Car Parks shall not be liable to pay any debris removal and initial set-up fee as mentioned in this sub-clause. Any debris removal and initial set-up fee paid but not used for debris removal and initial set-up shall be paid into and form part of the Special Fund; and
- 128.5 pay to the Manager a non-refundable but transferable sum as the contribution to the utility charges deposits for utilities including water, electricity and gas for the Common Areas and Common Facilities.

For the avoidance of doubt (and in addition and without prejudice to the other rights of the Manager under this Deed), the Manager shall have the right to set off the deposit under the preceding Clause 128.1 against any sums payable by an Owner under this Deed. The Manager shall be under no obligation to exercise such right of set-off and in any proceedings by the Manager against an Owner in respect of any default in payment, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager shall have exercised its right of set-off as aforesaid, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to 3 months' management contribution of management expenses currently payable by him in respect of the part of the Development which he owns.

129. The First Owner shall also pay to the Manager the amounts payable under the preceding Clauses 128.1, 128.3 and 128.4 if he remains the owner of those Undivided

Shares allocated to the Units in that part of the Development the construction of which has been completed and which remain unsold 3 months after (i) the date of execution of this Deed or (ii) the date on which he is in a position validly to assign those Undivided Shares (i.e. when the consent to assign or certificate of compliance has been issued by the Director of Lands), whichever is the later.

130. If any Owner shall fail to pay any amount payable hereunder within 30 days of the date on which the demand is made, he shall further pay to the Manager:

130.1 Interest on the amount unpaid calculated from the date of demand at a rate of not exceeding two per cent per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited; and

130.2 A collection charge of not exceeding ten per cent of the amount due to cover the cost (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

131. All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses incurred in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager and the claim in any such action may include a claim for the solicitor and own client costs of the Manager in such action. 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 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.

132. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within 30 days of the date on which the same became payable 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 expenses referred to in Clause 131 and in registering the charge hereinafter referred to shall stand charged on the Undivided Share(s) of the defaulting Owner and the Manager may discontinue providing management services to the defaulting Owner and shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Share(s) and the Unit or Units held therewith of the defaulting Owner. Such charge shall remain enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied.

133. 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 sale of the Undivided Share(s) of the defaulting Owner together with the right to the exclusive use occupation and enjoyment of the Unit held therewith and the provisions of Clause 131 shall apply equally to any such action.

F. Application of monies received by Manager

134. Subject to Section VIII hereof, all insurance moneys compensation received or damages recoverable by the Manager in respect of any damage or loss suffered in respect of any part of the Land and the Development shall be expended by the Manager in the repair rebuilding or reinstatement of that part of the Land and the Development.

135. Where any compensation damages costs or expenses are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which claim has been made against the Owners or any of them as provided in Clause 131, the same shall after deduction of any costs or expenses incurred by the Manager in recovering the same be credited to the accounts of those Owners against whom a claim has been made in the same proportions as such claim.

136. All moneys paid to the Manager by way of interest and collection charges shall be credited to the Special Fund.

G. Owners' interest in Fund

137. Any person (including the First Owner) ceasing to be an Owner of any Undivided Share(s) in the Land and the Development shall thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clause 128.1 or 128.5 or Clause 129 (as the case may be) and the Special Fund to the intent that all such funds shall be held and applied for the management of the Land and the Development irrespective of changes in the ownership of the Undivided Share(s) in the Land and the Development PROVIDED that any deposit paid by the Owner (other than the First Owner) under Clause 128.1 or 128.5 (as the case may be) and any deposit payable under Clause 128.1 and paid by the First Owner under Clause 129 shall be transferred into the name of the new Owner of such Undivided Share(s) AND PROVIDED further that upon the Land reverting to the Government or no renewal of the Government Grant being obtainable or upon the rights and obligations hereunder being extinguished as provided in Section VIII hereof, any balance of the said funds or in the case of extinguishment of rights and obligations as aforesaid an appropriate part of the said funds shall be divided between the then Owners of the Development in proportion to the respective contributions made by them or their respective predecessors under the provisions of Subsection D of this Section immediately prior to such reversion or in the case of extinguishment of rights and obligations as aforesaid between the Owners whose rights and obligations are extinguished.

H. Management records and Accounts

138. The Manager shall have the right to change the financial year at any time upon giving notice published in the public notice boards of the Development but the financial year may not be changed more than once in every five years unless that change is previously approved by a resolution of the Owners' Committee (if any).

139. (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Development.

- (b) Without prejudice to the generality of sub-clause (a) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the management of the Development.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (a) or (b) above in a prominent place in the Development.
- (d) Subject to sub-clauses (e) and (f), the Manager shall without delay pay all money received by him in respect of the management of the Development into the account opened and maintained under sub-clause (a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b).
- (e) Subject to sub-clause (f), the Manager may, out of money received by him in respect of the management of the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under sub-clause (e) or the payment of that amount into a current account in accordance with that sub-clause and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
- (g) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), the title of which refers to the management of the Development.

140. The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years. The books or records of account and other financial records maintained by the Manager shall be divided into five different parts in the same manner as described in Clauses 121.1 to 121.5 of this Deed.

141. Within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development and cause it to remain so displayed for at least 7 consecutive days.

142. 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. Such accounts shall be audited by auditors appointed by the Manager provided always that prior to the formation of the Owners' Corporation the Owners at an Owners' meeting convened under this Deed shall have power to require such annual accounts to be audited by an independent auditor of their choice. Each income and expenditure account and balance sheet shall include details of the Special Fund required by Clause 127 and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.

143. The Manager shall:-

- (a) permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet; and
- (b) on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him provided that all charges collected hereunder shall be credited to the Special Fund.

144. The Manager shall have power to (i) 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 foregoing clauses and the accountant's fees shall be part of the management expenses and (ii) replace such firm and to appoint another firm in their place as it may deem necessary from time to time provided always that prior to the formation of the Owners' Corporation the Owners at an Owners' meeting convened under this Deed shall have power to require such annual accounts to be audited by an independent auditor of their choice. If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in the resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and:-

- (a) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
- (b) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.

145.

145.1 Subject to Clause 145.2, 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.

145.2 If the Manager's appointment ends for any reason, he shall within 2 months of the date his appointment ends

145.2.1 prepare:

(a) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ends; and

(b) a balance sheet as at the date his appointment ends,

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

145.2.2 deliver to the Owners' Committee (if any) or the manager appointed in his place any books or records of accounts, papers, documents and other records which are required for the purposes of the preceding Clause 145.2.1 and have not been delivered under Clause 145.1.

146. Subject to Clause 184.3 of this Deed, on termination of the Manager's appointment, the Manager must assign the Undivided Shares in the Common Areas and Facilities free of costs or consideration to its successor in office as the Manager who must hold the said Undivided Shares on trust for the benefit of all the Owners.

SECTION VII

OWNERS' MEETING AND OWNERS' COMMITTEE

A. Meetings of the Owners

147. An annual general meeting of the Owners of the Development shall be held not earlier than 12 months and not later than 15 months after the date of the first or previous annual general meeting. The Owners of the Development may meet from time to time as occasion may require to discuss and decide matters concerning the management of the Land and the Development.

148. (a) A meeting of the Owners of the Development may be convened by:-

- (i) the Owners' Committee;
- (ii) the Manager; or
- (iii) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Undivided Shares in aggregate in the Land and the Development.

(b) The person convening the meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. The notice of meeting shall specify:-

- (i) the date, time and place of the meeting; and
- (ii) the resolutions (if any) that are to be proposed at the meeting.

(c) The notice of meeting may be given:-

- (i) by delivering it personally to the Owner;
- (ii) by sending it by post to the Owner at his last known address; or
- (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.

149.

149.1 No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. The quorum at a meeting of the Owners shall be 10% of the Owners.

149.2 For the purposes of Clause 149.1, the reference in Clause 149.1 to "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 of the Development and (b) not be construed as the Owners of 10% of the Undivided Shares in

aggregate.

150. The only persons entitled to attend any such meeting and vote thereat shall be Owners of the Development or the representative or representatives of the Owner or Owners of the Development duly appointed by the Owner or Owners in writing.

151. A meeting of the Owners shall be presided over by the Chairman of the Owners' Committee or, if the meeting is convened under Clause 148(a)(ii) or (iii) above, the person convening the meeting.

152. (a) All resolutions passed at such meeting by a majority of the Owners present in person or by proxy and voting shall be binding on all the Owners and the Manager of the Development Provided that such resolutions shall not be contrary to any of the covenants terms and conditions contained in these presents and the Government Grant.

(b) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and shall be signed by the Owner, or if the Owner is a body corporate, shall notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of that body corporate and signed by a person authorized by the body corporate in that behalf.

(c) The instrument appointing a proxy shall be lodged with the Chairman of the Owners' Committee or, if the meeting is convened under Clause 148(a)(ii) or (iii) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting.

(d) 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.

153. A resolution put to the vote of the meeting shall be decided by majority of votes by a poll to be taken.

154. At a meeting of the Owners,

(a) an Owner shall have one vote in respect of each Undivided Share he owns;

(b) an Owner may cast a vote either personally or by proxy;

(c) where 2 or more persons are the co-owners of an Undivided Share, the vote in respect of the Undivided Share may be cast:-

(i) by a proxy jointly appointed by the co-owners;

(ii) by a person appointed by the co-owners from amongst themselves; or

(iii) if no appointment is made under (i) or (ii), either by one of the co-owners personally or by a proxy appointed by one of the co-owners;

- (d) where two or more persons are the co-owners of an Undivided Share and more than one of the co-owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
- (e) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.

155. The Manager shall send a representative or representatives to all such meetings and a record of the persons present at the meeting and the proceedings thereof shall be kept.

156. The Manager shall convene the first meeting of the Owners as soon as possible but in any event not later than nine months after the date of this Deed (and to convene further and subsequent meetings if required) to (a) appoint an Owners' Committee and the chairman thereof; or (b) appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance. The first Chairman and members of the Owners' Committee shall act until the first annual general meeting when the post of Chairman and members of the Owners' Committee shall fall vacant and an election for Chairman and members of the Owners' Committee shall be held. Thereafter a Chairman shall be elected at each annual general meeting for the ensuing year.

157. The function of the Owners' Committee is to represent the Owners of the Land and the Development in all dealings with the Manager and without in any way limiting the generality of the foregoing

- 157.1 to liaise and consult with the Manager in respect of all matters concerning the management of the Land and the Development;
- 157.2 to apply if thought fit for registration as a corporation under the Ordinance;
- 157.3 prior to the formation of the Owners' Corporation, to remove the Manager of the Development with the sanction of a resolution passed by a majority of votes of Owners voting either personally or by proxy in a meeting of the Owners of the Development and supported by Owners of not less than fifty percent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) in the Development and upon the giving to the Manager three months' notice in writing;
- 157.4 to appoint (whether in place of any Manager removed or to fill any vacancy other than that which arises upon termination of the Manager's appointment in accordance with Clause 101.3 of this Deed) any service company or agent as a Manager of the Development upon the termination of the then Manager's employment;

157.5 to undertake and/or exercise all or any of the powers and duties conferred on the Owners' Committee by virtue of the provisions of this Deed.

158. Notwithstanding any provisions herein contained, the Undivided Shares allocated to the Common Areas and Facilities shall not be taken into account for the purpose of voting or calculating the quorum of any meeting. Accordingly, the Undivided Shares as referred to in Clause 154 shall not include the Undivided Shares allocated to the Common Areas and Facilities.

159. The procedure at a meeting of the Owners shall be as is determined by the Owners.

B. Meetings of the Owners' Committee

160. A meeting of the Owners' Committee may be convened at any time by the Chairman or any 2 members of the Owners' Committee.

161. In the election of the members to the Owners' Committee, the Owners shall endeavour to elect such number of representatives from the Owners for the time being of the Development to represent the Owners PROVIDED THAT the total number of representatives shall not be less than 5. For the time being and unless and until otherwise determined by a meeting of the Owners, there shall be 1 representative for the Owners of the Houses, 3 representatives for the Owners of the Flats and 1 representative for the Owners of the Car Parks.

162.

162.1 Any of the following shall be eligible for election as an Owners' Committee member under Clause 161 if he is resident in Hong Kong

162.1.1 the Owner of a Unit if he is an individual;

162.1.2 where a Unit is co-owned by more than one individual Owner, any one but not the other(s) of them; or

162.1.3 where the Owner of a Unit is a corporate body, any one representative appointed by such Owner.

162.2 The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice served on the Owners' Committee.

162.3 If an Owner owns more than one Unit, he shall be entitled to propose more than one candidate (but limited to one candidate for each Unit) to be eligible for election as Owners' Committee members.

163. A member of the Owners' Committee shall hold office until the annual general meeting of Owners next following his appointment or election provided that

163.1 He shall nevertheless cease to hold office if

- 163.1.1 he resigns by notice in writing to the Owners' Committee;
- 163.1.2 he ceases to be eligible; or
- 163.1.3 he becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty.
- 163.2 If in any annual general meeting at which an election of the Owners' Committee should take place, the office of the retiring members or any of them is not filled, or if in any year no annual general meeting is held, the members of the Owners' Committee shall continue to be in office until the next annual general meeting.
164. Retiring members of the Owners' Committee shall be eligible for re-election.
165. Subject to Clause 161 above and Clause 167 below, the Owners' Committee may appoint any eligible Owner to fill any casual vacancy or as an additional member for the current term.
166. The Owners' Committee may continue to act notwithstanding any vacancies in the number provided that the number is not reduced below 5. In the event that the number is reduced below 5, the remaining member of the Owners' Committee may act but only for the purpose of calling for a meeting of the Owners to elect an Owners' Committee.
167. Any one or more members of the Owners' Committee may be removed from office by resolution passed at a meeting of the Owners and new members of the Owners' Committee may be elected in the place of those removed from office.
168. The Owners' Committee shall have full power to make rules and by-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or by-laws shall be contrary to or inconsistent with the provisions of this Deed.
- 169.
- 169.1 The officers of the Owners' Committee ("Officers") shall be:
- (a) the Chairman;
 - (b) the secretary; and
 - (c) such other officers (if any) as the Owners' Committee may from time to time elect.
- 169.2 The Officers shall be elected by the Owners, such election to be held at or as soon as reasonably possible after the annual general meeting at which the Owners' Committee is elected and at such other times as may be necessary.
- 169.3 All casual vacancies of the Officers shall be filled by election or appointment by the members of the Owners' Committee as it may from time to time

determine.

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

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

171. The quorum at a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number), or 3 such members, whichever is the greater.

172. 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.

173. At a meeting of the Owners' Committee, each member present shall have 1 vote on a question before the Owners' Committee and if there is an equality of votes, the Chairman shall have, in addition to a deliberative vote, a casting vote.

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

C. Procurement of supplies, goods or services by the Owners' Committee

175. Subject to provisions in Schedule 7 to the Ordinance, the procurement of supplies, goods or services by the Manager or the Owners' Committee that involves amounts in excess of or likely to be in excess of HK\$200,000 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an amount which is more than or likely to be more than 20% of the Management Budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in section 20A of the Ordinance will apply to the Manager or the Owners' Committee with any appropriate variations.

SECTION VIII

REINSTATEMENT

176. Notwithstanding anything herein contained to the contrary, in the event of the whole or any part or parts of the Development being so damaged by fire typhoon earthquake subsidence or other cause so as to render the same substantially unfit for habitation or occupation, the Owners of not less than 75% of the Undivided Shares allocated to the damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting of the Owners of the part or parts of the Development so affected, and such meeting may resolve and decide by a resolution of not less than 75% of those present at the meeting that by reason of insufficiency of insurance monies changes in building law and/or regulations or any other circumstances whatsoever it is not practicable to reinstate and rebuild such part or parts of the Development, then and in such event the Undivided Shares in the Land and the Development representing such part or parts 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 either private treaty or public auction and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective Undivided Shares previously held by such former Owners. All insurance moneys received in respect of any policy insurance on such part or parts of the Development shall likewise be distributed amongst such former Owners. In such event, all the rights privilege obligations and covenants of such Owners under this Deed or any other deed shall be extinguished so far as the same relate to such part or parts of the Development Provided Always That if it is resolved to reinstate or rebuild such part or parts of the Development, each Owner of such part or parts shall pay his due proportion of the excess of the cost of reinstatement or rebuilding of such part or parts over and above the proceeds from the insurance of such part or parts and that until such payment the same will be a charge upon his interest in the Land and the Development and be recoverable as civil debt. The resolution is to be binding upon all the owners of the damaged part(s) of the Development.

177. Notwithstanding anything herein contained to the contrary, the following provisions shall apply to a meeting under the provisions of this Section:

177.1 Every such meeting shall be convened by at least 14 days' prior notice in writing given by the person convening such meeting either personally or by post addressed to the Owners at their last known addresses or by leaving the notices at the Owners' Units or depositing the notices in the letter boxes of their Units;

177.2 Subject to Clause 177.12, no business shall be transacted at any meeting unless a quorum is present throughout the meeting and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five percent (75%) of the total number of Undivided Shares in the damaged part or parts of the Development shall be a quorum;

177.3 Subject to Clause 177.12, if within half an hour from the time appointed for the meeting a quorum be not present the meeting shall stand adjourned to the

same time and day in the next week at the same place;

- 177.4 The Owners present in such meeting shall choose one of them to be the chairman of the meeting;
- 177.5 The chairman of the meeting shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- 177.6 Each Owner present in such meeting shall have one vote and, in the case of co-Owners, such co-Owners shall jointly have one vote and in case of dispute the first named in the register kept in the Land Registry of such co-Owners shall have the right to vote;
- 177.7 Votes may be given either personally or by proxy;
- 177.8 An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and shall be signed by the Owner, or if the Owner is a body corporate, shall notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of that body corporate and signed by a person authorized by the body corporate in that behalf. The instrument appointing a proxy shall be lodged with the chairman of the meeting or the person convening the meeting pursuant to this Deed, at least 48 hours before the time for the holding of the meeting. 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;
- 177.9 Subject to Clause 177.12, a resolution passed by not less than seventy-five percent (75%) majority of the Owners present in person or by proxy and voting at a duly convened meeting of the Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five percent (75%) of the Undivided Shares allocated to the damaged part or parts of the Development shall be binding on all the Owners of such part or parts of the Development Provided as follows:
- 177.9.1 the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
- 177.9.2 any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
- 177.9.3 no resolution shall be valid if it is contrary to the provisions of this Deed;
- 177.10 Subject to Clause 177.12, a resolution in writing signed by Owners who in the aggregate have vested in them for the time being not less than seventy-five percent (75%) of the Undivided Shares allocated to the part or parts of the Development in question shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners;

- 177.11 The accidental omission to give notice as aforesaid to any Owners shall not invalidate the meeting or any resolution passed thereat.
- 177.12 Notwithstanding any provisions herein contained, the Undivided Shares allocated to the Common Areas and Facilities shall not be taken into account for the purpose of voting or calculating the quorum. Accordingly, the Undivided Shares as referred to in the Clauses 177.2, 177.3, 177.9 and 177.10 shall not include the Undivided Shares allocated to the Common Areas and Facilities.

SECTION IX

EXCLUSIONS AND INDEMNITIES

178. The Manager, its servants, agents or contractors and the Owners' Committee shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted to be done in pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or negligence on the part of the Manager, its employees, agents or contractors or the Owners' Committee and the Owners shall fully and effectually indemnify the Manager, its servants, agents or contractors and the Owners' Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted to be done not involving criminal liability or dishonesty or negligence as aforesaid and all costs and expenses in connection therewith. For the avoidance of doubt, 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, agents or contractors from and against any action, proceedings, claim and demand whatsoever arising out of or in connection with any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, agents or contractors. Without in any way limiting the generality of the foregoing, the Manager, its employees, agents or contractors and the Owners' Committee shall not be held liable for any damage, loss or injury caused by or in any way arising out of:

- 178.1 any defect in or failure or breakdown of any of the Common Areas or the Common Facilities; or
- 178.2 any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development; or
- 178.3 fire or flooding or the overflow or leakage of water or other effluent from anywhere whether within or outside the Development; or
- 178.4 the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- 178.5 theft, burglary, robbery or crime within the Development;

unless it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its employees, agents or contractors or the Owners' Committee involving criminal liability or dishonesty or negligence and Provided that the contribution or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

SECTION X

MISCELLANEOUS

179. All outgoing (including Government rent, rates, management expenses) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoing. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Development held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.

180. Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying or using his Unit shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such Unit is deemed to be his address for service.

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

182. Subject as hereinbefore provided in the case notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if served personally upon the party to be served or sent by post addressed to the party to whom the notices or demands are given at his last known address or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same Provided that where notice is to be given to an Owner who is a chargor, such notice may also be served on the chargee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known place of business or residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the registered office of the Manager.

183. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Common Areas and Facilities and to the Undivided Shares held therewith.

184.

184.1 (a) No provision in this Deed shall contradict, overrule or fail to comply

with or in any way be construed or constructed so as to contradict, overrule or fail to comply with the provisions of the Ordinance and the Schedules thereto.

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

184.2 At any time after the formation and during the existence of the Owners' Corporation under the Ordinance, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.

184.3 Upon execution of this Deed, the First Owner shall assign the whole of the Undivided Shares in the Common Areas and Facilities together with the Common Areas and Facilities free of costs or consideration to the Manager appointed under this Deed who must hold the said Undivided Shares as trustee for all Owners. Subject as hereinafter provided, on termination of the Manager's appointment, the Manager must assign the Undivided Shares in the Common Areas and Facilities free of costs or consideration to its successor in office as the Manager who must hold the said Undivided Shares on trust for the benefit of all Owners. If an Owners' Corporation is formed under the Ordinance, it may require the Manager, in accordance with this Deed to assign the Undivided Shares in the Common Areas and Facilities and transfer the management responsibilities to it free of costs or consideration, in which event, the Owners' Corporation must hold such Undivided Shares on trust for all the Owners.

185. The First Owner shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation at the management office of the Development within one month after the date of this Deed. Copies of this Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the management office of the Development. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction of this Deed and its Chinese translation, the English text of this Deed shall prevail.

186. A set of the plans annexed hereto showing the Common Areas and Facilities shall be kept at the management office of the Development for inspection by the Owners during normal office hours free of costs and charges.

187. The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any fees or charges under this Deed. Such Undivided Shares

shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Ordinance or otherwise.

188. (a) The First Owner at its own costs and expenses has prepared a schedule of all major works and installations (“the Works and Installations”) in the Development, which require regular maintenance on a recurrent basis. The schedule of the Works and Installations is set out in the Fourth Schedule to this Deed (subject to revisions as provided for in sub-clauses (e) and (f) below).
- (b) The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations setting out the following details:-
- (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
 - (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
 - (iii) recommended maintenance strategy and procedures;
 - (iv) a list of items of the Works and Installations requiring routine maintenance;
 - (v) recommended frequency of routine maintenance inspection;
 - (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
 - (vii) recommended maintenance cycle of the Works and Installations.
- (c) The First Owner shall deposit a full copy of the maintenance manual for the Works and Installations in the management office of the Development within one month after the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (d) The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Development and such parts of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.
- (e) The schedule and the maintenance manual for the Works and Installations may be revised in future to take into account any necessary changes, including but not limited to addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements.
- (f) The Owners may, by a resolution of the Owners at an Owners’ meeting convened under this Deed, decide on revisions to be made to the schedule and the maintenance manual for the Works and Installations, 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.

- (g) All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations shall be paid out of the Special Fund.
- (h) The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office of the Development within one month after the date of its preparation for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

189. The First Owner shall deposit a full copy of the NIA in the management office of the Development. After the depositing of the NIA, all Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the NIA shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund.

190. The locations of the Green and Innovative Features of the Development as at the date hereof are shown on the plans certified as to their accuracy by the Authorized Person annexed hereto.

191. Nothing contained herein shall operate to interrupt the supply of electricity, water, gas, telecommunications or other utilities to any Unit or 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.

192. In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number, and vice versa; words importing the masculine gender only shall include the feminine gender and the neuter gender; words importing persons shall include corporations and vice versa; references to clauses and schedules are to be construed as references to clauses of, and schedules to, this Deed.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

The Government Grant

Agreement and Conditions of Sale registered in the Land Registry as New Grant No.22305, particulars of which are as follows:-

- (a) Date : the 14th day of April 2016
- (b) Parties : Teampearl Company Limited of the one part and the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region of the other part
- (c) Term : 50 years from the 14th day of April 2016
- (d) Lot : Sha Tin Town Lot No.610

THE SECOND SCHEDULE ABOVE REFERRED TO

(Allocation of Undivided Shares)

	Description	No. of Undivided Shares
A.	Residential Units	7,922
		No. of Undivided Shares
	A1. Houses	1,245
	A2. Flats	6,677
B.	Car Parks	886
C.	Common Areas and Facilities	100
TOTAL UNDIVIDED SHARES :		8,908

A1. Allocation of Undivided Shares to each House

House	No. of Undivided Shares allocated to the House
1	342
2	341
3	284
4	278

A2. Allocation of Undivided Shares to each Flat

Tower	Floor	Flat	No. of Undivided Shares allocated to each Flat
1	G/F	Unit A%	149
		Unit B%	138
	1/F -10/F	Unit A^*	124
		Unit B^*	124
		Unit C^*	95
		Unit D^*	96
		Unit E^*	96
		Unit F^*	95
	11/F and R/F	Unit A*+	150
		Unit B^*+=	132
		Unit C^*+	98
		Unit D^*+=	104
		Unit E^*+	137
		Unit F^*+	99

Notes:

- (1) There is no designation of 4/F in Tower 1.
- (2) “%” means including garden.
- (3) “^” means including balcony.
- (4) “*” means including utility platform.
- (5) “+” means including flat roof adjacent thereto.
- (6) “=” means including stairhood.

B. Allocation of Undivided Shares to each Car Park

Category	Number of spaces	No. of Undivided Shares allocated to each space	Sub-total
Residential Parking Spaces Nos. 1 to 8, 10 to 69 on Basement 1 Floor	68	13	884
Motor Cycle Parking Space No.M1 on Basement 1 Floor	1	2	2
Total			886

THE THIRD SCHEDULE ABOVE REFERRED TO

(Allocation of Management Shares)

	Description	No. of Management Shares
A.	Residential Units	7,922
		No. of Management Shares
	A1. Houses	1,245
	A2. Flats	6,677
B.	Car Parks	886
TOTAL MANAGEMENT SHARES :		8,808

A1. Allocation of Management Shares to each House

House	No. of Management Shares allocated to the House
1	342
2	341
3	284
4	278

A2. Allocation of Management Shares to each Flat

Tower	Floor	Flat	No. of Management Shares allocated to each Flat
1	G/F	Unit A%	149
		Unit B%	138
	1/F -10/F	Unit A^*	124
		Unit B^*	124
		Unit C^*	95
		Unit D^*	96
		Unit E^*	96
		Unit F^*	95
	11/F and R/F	Unit A*+	150
		Unit B*+=	132
		Unit C*+	98
		Unit D*+=	104
		Unit E*+	137
		Unit F*+	99

Notes:

- (1) There is no designation of 4/F in Tower 1.
- (2) “%” means including garden.
- (3) “^” means including balcony.
- (4) “*” means including utility platform.
- (5) “+” means including flat roof adjacent thereto.
- (6) “=” means including stairhood.

B. Allocation of Management Shares to each Car Park

Category	Number of spaces	No. of Management Shares allocated to each space	Sub-total
Residential Parking Spaces Nos. 1 to 8, 10 to 69 on Basement 1 Floor	68	13	884
Motor Cycle Parking Space No.M1 on Basement 1 Floor	1	2	2
Total			886

THE FOURTH SCHEDULE ABOVE REFERRED TO

Works and Installations as at the date of this Deed:

- (i) structural elements;
- (ii) external wall finishes, ceilings and roofing materials;
- (iii) fire safety elements;
- (iv) the slope structures;
- (v) plumbing system;
- (vi) drainage system and sewage pumps;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system installations and ELV;
- (ix) lift installations;
- (x) gas supply system;
- (xi) curtain wall and window installations;
- (xii) glass wall installations;
- (xiii) gondola(s);
- (xiv) mechanical ventilation and air-conditioning system;
- (xv) water feature and filtration plant system;
- (xvi) electric vehicle charging enabling facilities;
- (xvii) irrigation system;
- (xviii) planting and green wall;
- (xix) swimming pools and filtration plant system;
- (xx) subsoil drainage system;
- (xxi) sunshading and architectural projection;
- (xxii) soft & hard landscape;
- (xxiii) metal gates; and
- (xxiv) green features.

THE FIFTH SCHEDULE ABOVE REFERRED TO

Locations of the Approved Noise Mitigation Measures provided in the Development in accordance with the NIA:

Acoustic Fins

<u>Mitigation Measure</u>	<u>Designated Location</u>	<u>Floor</u>
Acoustic Fin	Living Room of Unit A	1-3/F, 5-10/F
Acoustic Fin	Living Room of Unit F	1-3/F, 5-10/F and 11/F

Acoustic Balcony

<u>Mitigation Measure</u>	<u>Designated Location</u>	<u>Floor</u>
Acoustic Balcony	Living Room of Unit A	10/F
Acoustic Balcony	Living Room of Unit E	7-11/F
Acoustic Balcony	Living Room of Unit F	9-11/F

Fixed Window

<u>Residential Unit</u>	<u>Designated Location</u>	<u>Floor</u>
1 st to 3 rd Floor, 5 th to 10 th Floor		
Unit A	Bedroom 1 (window facing SE) (window facing SW nearer to Tai Po Road)	8-10/F 8-10/F
	Living Room (windows adjacent to balcony)	9-10/F
	Unit B	Bedroom 1 (window facing SW)
Unit E	Living Room (windows adjacent to balcony)	7-10/F
	Master Bedroom (window facing SE)	7-10/F
Unit F	Living Room (windows adjacent to balcony)	9-10/F
11 th Floor		
Unit A	Bedroom 2 (window facing SE) (window facing SW nearer to Tai Po Road)	11/F 11/F
	Unit B	Bedroom 1 (window facing SW)
Unit E	Living Room (windows adjacent to balcony)	11/F
	Bedroom 1 (window facing SE)	11/F
Unit F	Living Room (windows adjacent to balcony)	11/F

House		
House 3	Bedroom 1 (windows facing W and S)	1/F
	Bedroom 2 (windows facing E)	1/F
	Master Bedroom (windows facing W and S)	2/F
House 4	Bedroom 1 (windows facing SE)	1/F
	Bedroom 2 (windows facing SW)	1/F
	Master Bedroom (windows facing SE)	2/F

Maintenance Window

<u>Residential Unit</u>	<u>Designated Location</u>	<u>Floor</u>
1 st to 3 rd Floor, 5 th to 10 th Floor		
Unit A	Master Bedroom (window facing SE)	8-10/F
Unit B	Master Bedroom (window facing NW)	1-3/F, 5-6/F

Self-closing door at Flat Roof/ Utility Platform

<u>Residential Unit</u>	<u>Designated Location</u>	<u>Floor</u>
Unit A	Master Bedroom	1-3/F, 5-10/F
	Bedroom 1	11/F
Unit B	Master Bedroom	1-3/F, 5-10/F and 11/F
Unit E	Master Bedroom	1-3/F, 5-10/F
	Bedroom 1	11/F
Unit F	Master Bedroom	1-3/F, 5-10/F and 11/F
House		
House 3	Bedroom 1	1/F
	Master Bedroom	2/F
House 4	Bedroom 1	1/F
	Master Bedroom	2/F

Acoustic Windows

<u>Residential Unit</u>	<u>Designated Location</u>	<u>Floor</u>
1 st to 3 rd Floor, 5 th to 10 th Floor		
Unit A	Master Bedroom	8-10/F
	Bedroom 1	8-10/F
	Bedroom 2	9-10/F
Unit B	Master Bedroom	8-10/F
	Bedroom 1	1-3/F, 5-10/F

Unit E	Master Bedroom	8-10/F
	Bedroom 1	10/F
	Bedroom 2	9-10/F
Unit F	Master Bedroom (window facing SE)	9-10/F
	Master Bedroom (window facing SW)	10/F
	Bedroom 1	8-10/F
	Bedroom 2	9-10/F
11 th Floor		
Unit A	Bedroom 1 (window facing SW)	11/F
	Bedroom 1 (window facing SE)	11/F
	Bedroom 2	11/F
	Dining Room	11/F
Unit B	Master Bedroom	11/F
	Bedroom 1	11/F
Unit E	Bedroom 1	11/F
	Bedroom 2	11/F
Unit F	Master Bedroom (window facing SE)	11/F
	Master Bedroom (window facing SW)	11/F
	Bedroom 1	11/F
	Bedroom 2	11/F

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

Solicitor, Hong Kong SAR
Messrs. Kao, Lee & Yip

SEALED with the Common Seal)
)
of the DMC Manager and SIGNED by)
)
)
)
)
)
whose signature(s) is/are verified by:)

Solicitor, Hong Kong SAR
Messrs. Kao, Lee & Yip

[SIGNED SEALED AND DELIVERED)
)
by the Covenantee Owner (he / she having)
)
been previously identified by production)
)
of her Hong Kong Identity Card)
)
No.[] in the presence of:)

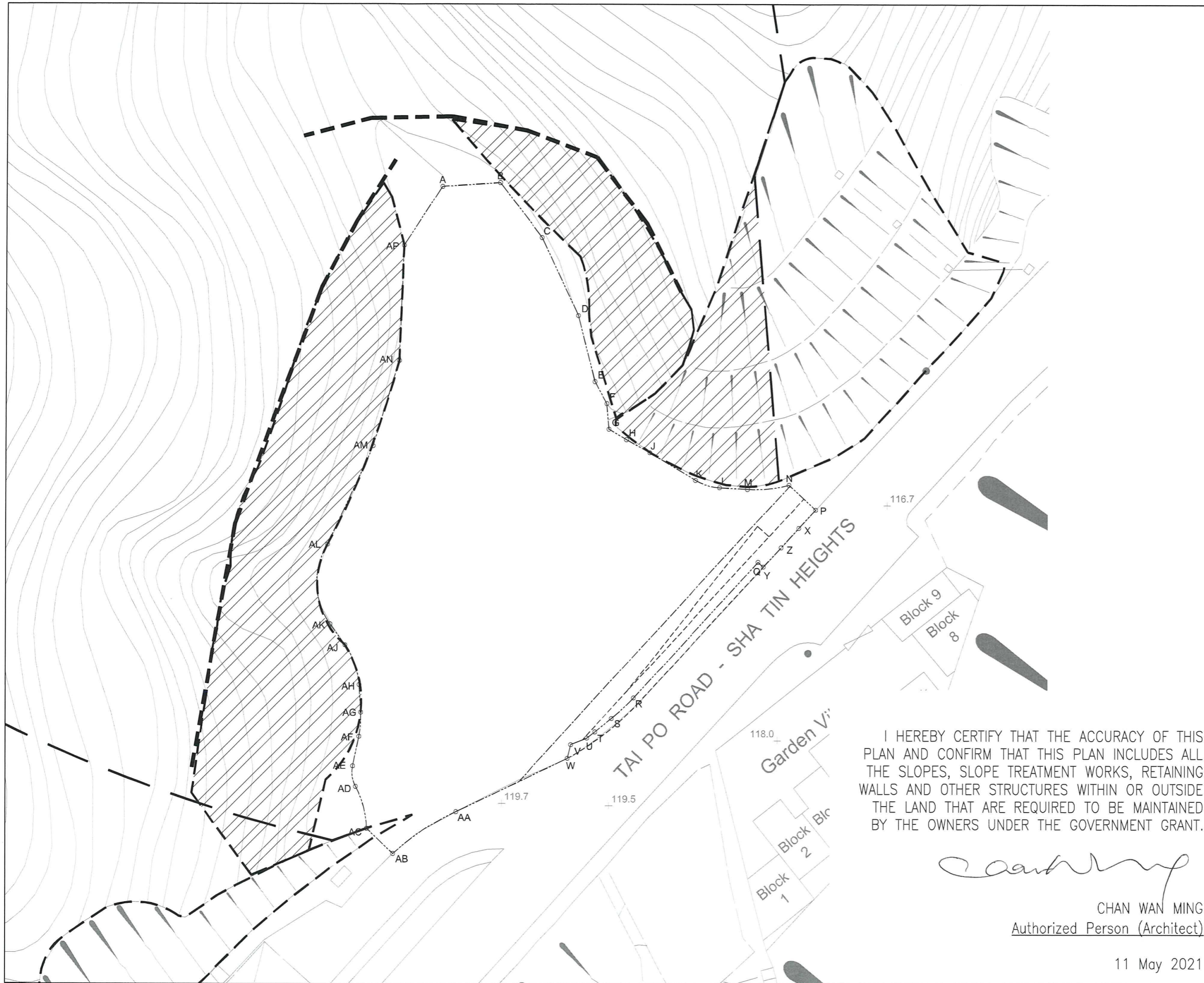
Solicitor, Hong Kong SAR

INTERPRETED to the Covenantee Owner by:-

[OR]

SEALED with the Common Seal)
)
of the Covenantee Owner)
)
and SIGNED by)
)
)
)
)
in the presence of /)
whose signature(s) is/are verified by:)

Solicitor, Hong Kong SAR



LEGEND :

- FLEXIBLE DEBRIS BARRIER FOR MAINTENANCE
- ▨ SLOPE FOR MAINTENANCE

C	05-2021	FINAL AMENDMENT
B	07-2020	2nd AMENDMENT
A	10-2019	1st AMENDMENT
	08-2019	1st SUBMISSION
NUMBER / 號	DATE / 日期	AMENDMENT / 修訂

P&T Architects Limited
巴馬丹拿建築師有限公司
 www.p-t-group.com T: 852-2575 6575

PROJECT / 工程項目
**PROPOSED RESIDENTIAL DEVELOPMENT
 AT S.T.T.L. 610, TAI PO ROAD
 SHA TIN, NEW TERRITORIES**

DRAWING / 圖名
SLOPE PLAN

SCALE / 比例	JOB NUMBER / 工程編號
1:300 @ (A3)	5266
DATE / 日期	DRAWING NUMBER / 圖號
05.2019	DMC-A-00
- A B C	

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

I HEREBY CERTIFY THAT THE ACCURACY OF THIS PLAN AND CONFIRM THAT THIS PLAN INCLUDES ALL THE SLOPES, SLOPE TREATMENT WORKS, RETAINING WALLS AND OTHER STRUCTURES WITHIN OR OUTSIDE THE LAND THAT ARE REQUIRED TO BE MAINTAINED BY THE OWNERS UNDER THE GOVERNMENT GRANT.

Chan Wan Ming

CHAN WAN MING
 Authorized Person (Architect)

11 May 2021

• ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
 所有尺寸均以毫米為準。
 • DO NOT SCALE DRAWING
 圖中所有標註尺寸為準，不應量度。
 • ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
 最終尺寸須在現場核對準確。
 THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD. WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
 圖紙內含版權屬巴馬丹拿建築師有限公司所有，採用或複製此圖紙內容，必需得本公司的同意。



BASEMENT 1 FLOOR PLAN



BASEMENT 2 FLOOR PLAN



- LEGEND :**
- I INDIGO – DEVELOPMENT COMMON AREAS
 - Y YELLOW – RESIDENTIAL COMMON AREAS
 - Y YELLOW STIPPLED BLACK – VISITORS' PARKING SPACES
 - V VIOLET – CAR PARK COMMON AREAS
 - O ORANGE – TOWER COMMON AREAS
 - G GREEN – HOUSE COMMON AREAS

NUMBER / 號	DATE / 日期	AMENDMENT / 修訂
D	05-2021	FINAL AMENDMENT
C	10-2020	5th AMENDMENT
B	01-2020	2nd AMENDMENT
A	10-2019	1st AMENDMENT
-	08-2019	1st SUBMISSION



PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT AT S.T.L. 610, TAI PO ROAD SHA TIN, NEW TERRITORIES

DRAWING / 圖名
BASEMENT 2 & BASEMENT 1 FLOOR PLAN

SCALE / 比例	JOB NUMBER / 工程編號	
1:400 @ (A3)	5266	
DATE / 日期	DRAWING NUMBER / 圖號	
05.2019	DMC-A-01	
- A B C D		
DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming
CHAN WAN MING
 Authorized Person (Architect)

11 May 2021

• ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
 除特別註明外, 所有尺寸均以毫米制
 • DO NOT SCALE DRAWING
 圖中所有標註尺寸為準, 不應量度
 • ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
 所有尺寸須在現場核對
 THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD, WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
 圖紙內容版權歸巴馬丹拿建築師及工程師有限公司所有, 採用或複製此圖紙內容, 必須經該公司的同意。



LEGEND :

- INDIGO - DEVELOPMENT COMMON AREAS
- YELLOW - RESIDENTIAL COMMON AREAS
- YELLOW HATCHED BLACK - RECREATIONAL FACILITIES (RESIDENTIAL COMMON AREAS)
- VIOLET - CAR PARK COMMON AREAS
- ORANGE - TOWER COMMON AREAS
- HATCHED BLACK WITH DOUBLE DOTTED LINE - PINK HATCHED BLACK STIPPLED RED AREA
- HATCHED WITH DOTTED LINE - PINK STIPPLED BLACK STIPPLED RED AREA
- CROSS HATCHED BLACK - PINK STIPPLED RED AREA

NUMBER / 號	DATE / 日期	AMENDMENT / 修訂
E	05-2021	FINAL AMENDMENT
D	01-2021	6th AMENDMENT
C	10-2020	5th AMENDMENT



PROJECT / 工程項目
**PROPOSED RESIDENTIAL DEVELOPMENT
 AT S.T.L. 610, TAI PO ROAD
 SHA TIN, NEW TERRITORIES**

DRAWING / 圖名
MASTER GROUND FLOOR PLAN

SCALE / 比例 1:400 @A3	JOB NUMBER / 工程編號 5266
DATE / 日期 05.2019	DRAWING NUMBER / 圖號 DMC-A-02

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定
- A B C D E -		

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming







CHAN WAN MING
 Authorized Person (Architect)

11 May 2021

• ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
 除特別注明外,所有尺寸均以毫米制
 • DO NOT SCALE DRAWING
 圖中尺寸者請按圖紙尺寸為準,不應量度
 • ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
 所有尺寸須在現場核對準確
 THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD, WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
 圖紙內容版權屬巴馬丹拿建築及工程師有限公司所有,採用或複製此圖紙內容,必須經該公司的同意。



LEGEND :

-  INDIGO - DEVELOPMENT COMMON AREAS
-  YELLOW - RESIDENTIAL COMMON AREAS
-  YELLOW HATCHED BLACK - RECREATIONAL FACILITIES (RESIDENTIAL COMMON AREAS)
-  HATCHED BLACK - BALCONIES
-  CROSS-HATCHED BLACK - UTILITY PLATFORMS
-  ORANGE - TOWER COMMON AREAS

NUMBER / 冊次	DATE / 日期	AMENDMENT / 冊次
D	05-2021	FINAL AMENDMENT
C	10-2020	5th AMENDMENT
B	01-2020	2nd AMENDMENT
A	10-2019	1st AMENDMENT
-	08-2019	1st SUBMISSION



PROJECT / 工程項目
**PROPOSED RESIDENTIAL DEVELOPMENT
 AT S.T.T.L. 610, TAI PO ROAD
 SHA TIN, NEW TERRITORIES**

DRAWING / 圖名
MASTER FIRST FLOOR PLAN

SCALE / 比例 1:400 @ (A3)	JOB NUMBER / 工程編號 5266
DATE / 日期 05.2019	DRAWING NUMBER / 圖號 DMC-A-03

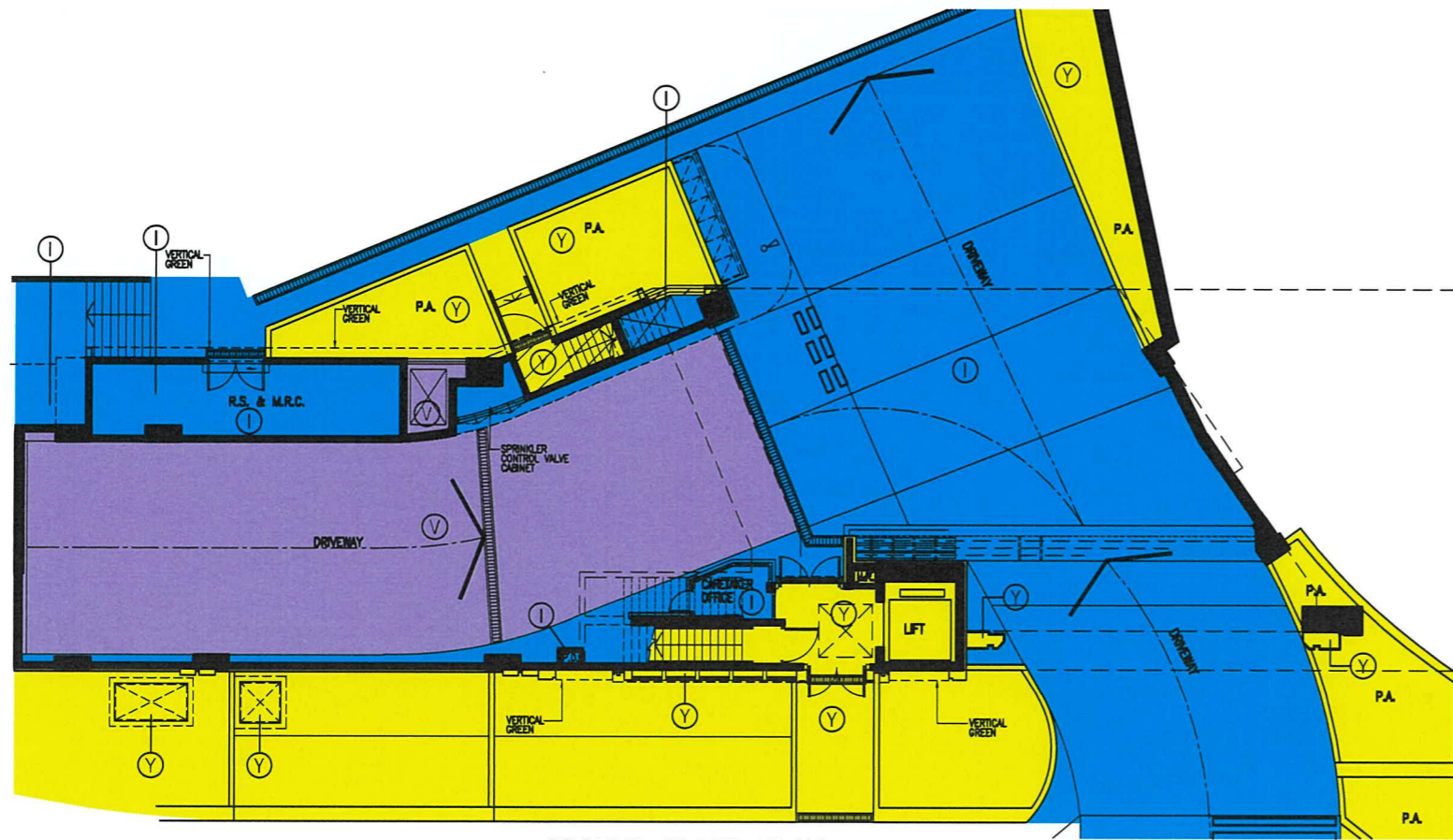
DESIGNED / 設計	CHECKED / 審核	APPROVED / 簽定

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

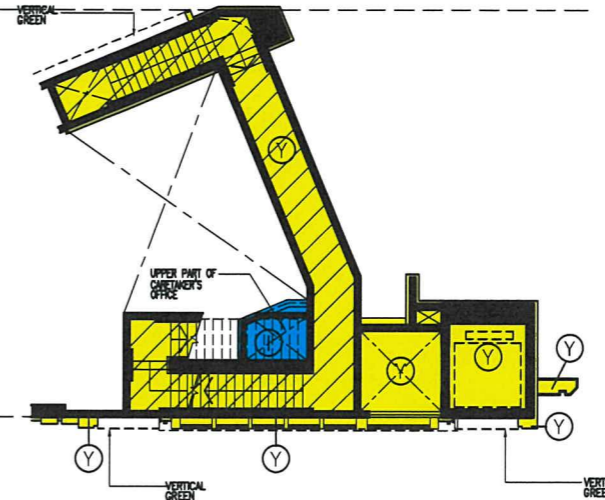
CHAN WAN MING
 Authorized Person (Architect)

11 May 2021

* ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
 除特別註明外, 所有尺寸均以毫米制
 • DO NOT SCALE DRAWING
 圖中所有標註尺寸均為準, 不應量度
 • ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
 最終尺寸須在現場核對
 THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD. WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
 圖紙內容版權歸巴馬丹拿建築師及工程師有限公司所有, 採用或複製此圖紙內容, 必需得該公司的同意。



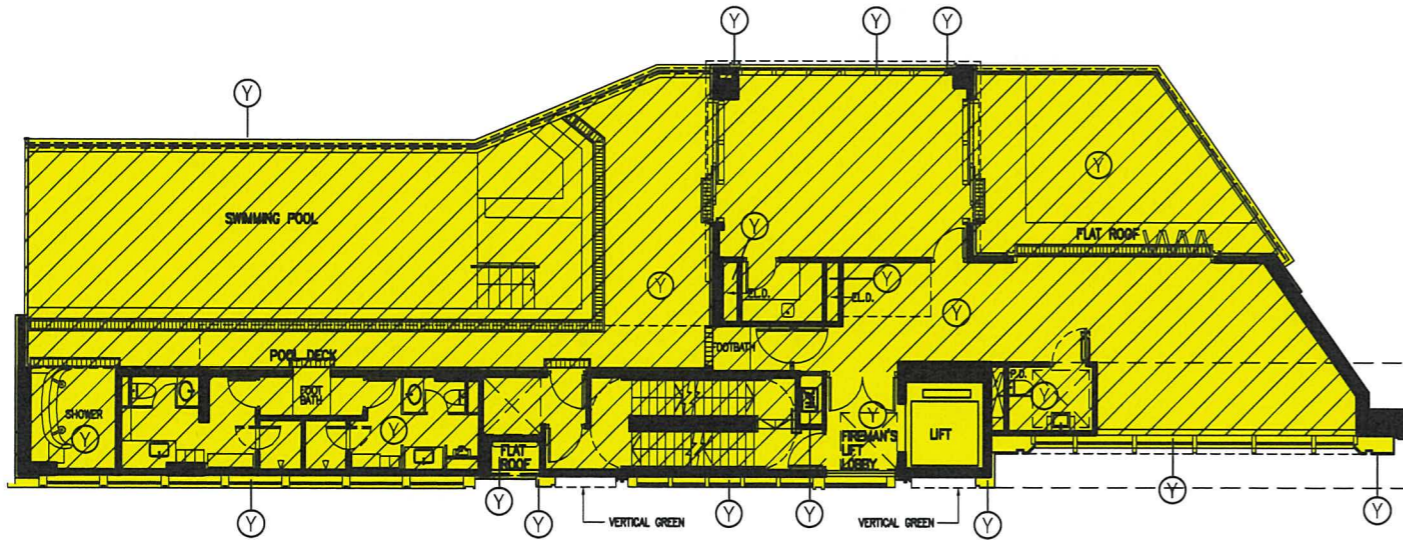
GROUND FLOOR PLAN



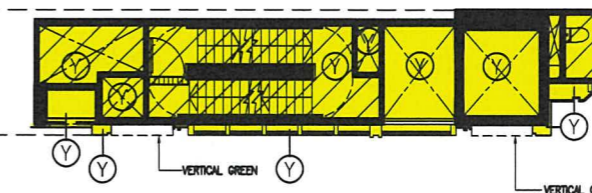
UPPER PART OF G/F

LEGEND :

- ⓐ INDIGO - DEVELOPMENT COMMON AREAS
- ⓑ YELLOW - RESIDENTIAL COMMON AREAS
- ⓐ YELLOW HATCHED BLACK - RECREATIONAL FACILITIES (RESIDENTIAL COMMON AREAS)
- ⓐ VIOLET - CAR PARK COMMON AREAS



FIRST FLOOR PLAN



UPPER PART OF 1/F
(STAIRCASE CH-ST-1)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

CHAN WAN MING
Authorized Person (Architect)

11 May 2021

D	05-2021	FINAL AMENDMENT
C	10-2020	5th AMENDMENT
B	01-2020	2nd AMENDMENT
A	10-2019	1st AMENDMENT
-	08-2019	1st SUBMISSION
NUMBER / 號	DATE / 日期	AMENDMENT / 修訂



PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT
AT S.T.L. 610, TAI PO ROAD
SHA TIN, NEW TERRITORIES

DRAWING / 圖名
PLAN OF CLUB HOUSE

SCALE / 比例	JOB NUMBER / 工程編號
1:200 @A3	5266
DATE / 日期	DRAWING NUMBER / 圖號
05.2019	DMC-A-04

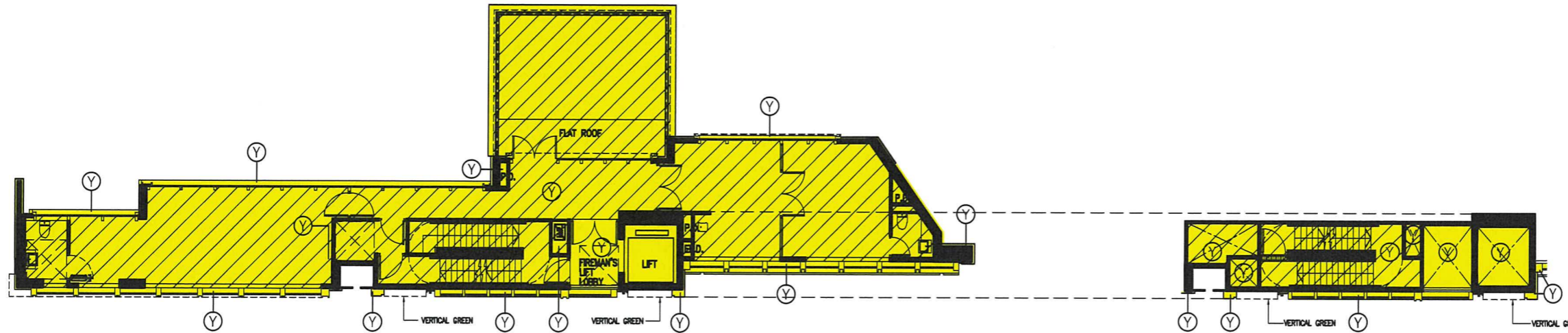
DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

• ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
除特別註明外, 所有尺寸均以毫米制
• DO NOT SCALE DRAWING
圖中所有標註尺寸均為準, 不應量度
• ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
最終尺寸須在現場核對
THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD, WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
圖紙內所有版權歸巴馬丹拿建築師及工程師有限公司所有, 採用或複製此圖紙內容, 必須得該公司的同意。



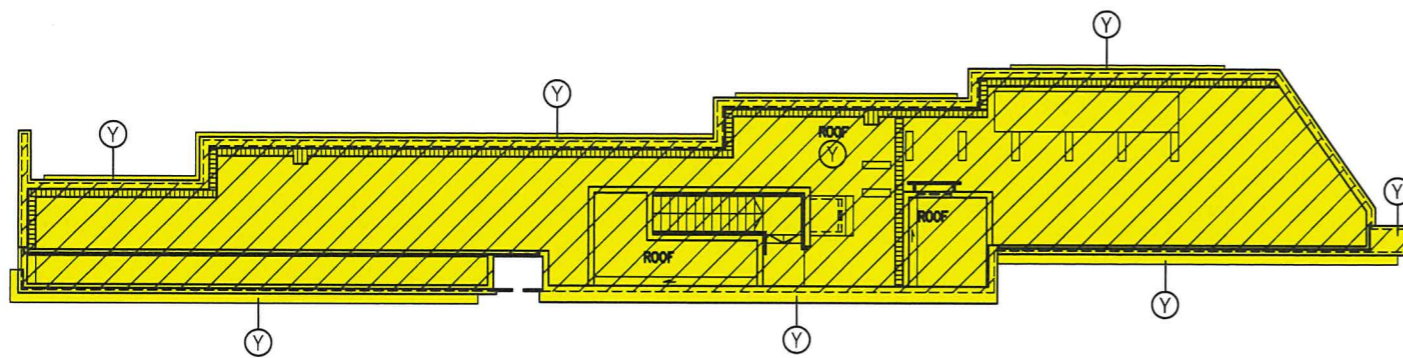
LEGEND :

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



SECOND FLOOR PLAN

UPPER PART OF 2/F
(STAIRCASE CH-ST-1)



ROOF PLAN

D	05-2021	FINAL AMENDMENT
C	10-2020	5th AMENDMENT
B	01-2020	2nd AMENDMENT
A	10-2019	1st AMENDMENT
-	08-2019	1st SUBMISSION
NUMBER / 圖號	DATE / 日期	AMENDMENT / 修訂

 **P&T Architects Limited**
巴馬丹拿建築師有限公司
www.p-t-group.com T: 852-2575 6575

PROJECT / 工程項目
**PROPOSED RESIDENTIAL DEVELOPMENT
AT S.T.L. 610, TAI PO ROAD
SHA TIN, NEW TERRITORIES**

DRAWING / 圖名
PLAN OF CLUB HOUSE

SCALE / 比例	JOB NUMBER / 工程編號
1:200 @ (A3)	5266
DATE / 日期	DRAWING NUMBER / 圖號
05.2019	DMC-A-05

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN



CHAN WAN MING
Authorized Person (Architect)

11 May 2021

* ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
除特別註明外, 所有尺寸均以毫米制
• DO NOT SCALE DRAWING
圖中尺寸均須按圖樣對照
• ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
圖紙尺寸須在現場核對
THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD. WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
圖紙內容版權歸巴馬丹拿建築師有限公司所有, 採用或複製圖紙內容, 必須經本公司同意。



LEGEND :

- I INDIGO - DEVELOPMENT COMMON AREAS
- Y YELLOW - RESIDENTIAL COMMON AREAS
- V VIOLET - CAR PARK COMMON AREAS
- O ORANGE - TOWER COMMON AREAS

D	05-2021	FINAL AMENDMENT
C	10-2020	5th AMENDMENT
B	01-2020	2nd AMENDMENT
A	10-2019	1st AMENDMENT
-	08-2019	1st SUBMISSION

NUMBER / 編號 DATE / 日期 AMENDMENT / 修訂

P&T Architects Limited
巴馬丹拿建築師有限公司
 www.p-t-group.com T: 852-2575 6575

PROJECT / 工程項目
**PROPOSED RESIDENTIAL DEVELOPMENT
 AT S.T.T.L. 610, TAI PO ROAD
 SHA TIN, NEW TERRITORIES**

DRAWING / 圖名
GROUND FLOOR PLAN OF TOWER 1

SCALE / 比例	JOB NUMBER / 工程編號
1:200 @ (A3)	5266
DATE / 日期	DRAWING NUMBER / 圖號
05.2019	DMC-A-06
- A B C D	
DESIGNED / 設計	CHECKED / 審核 APPROVED / 審定

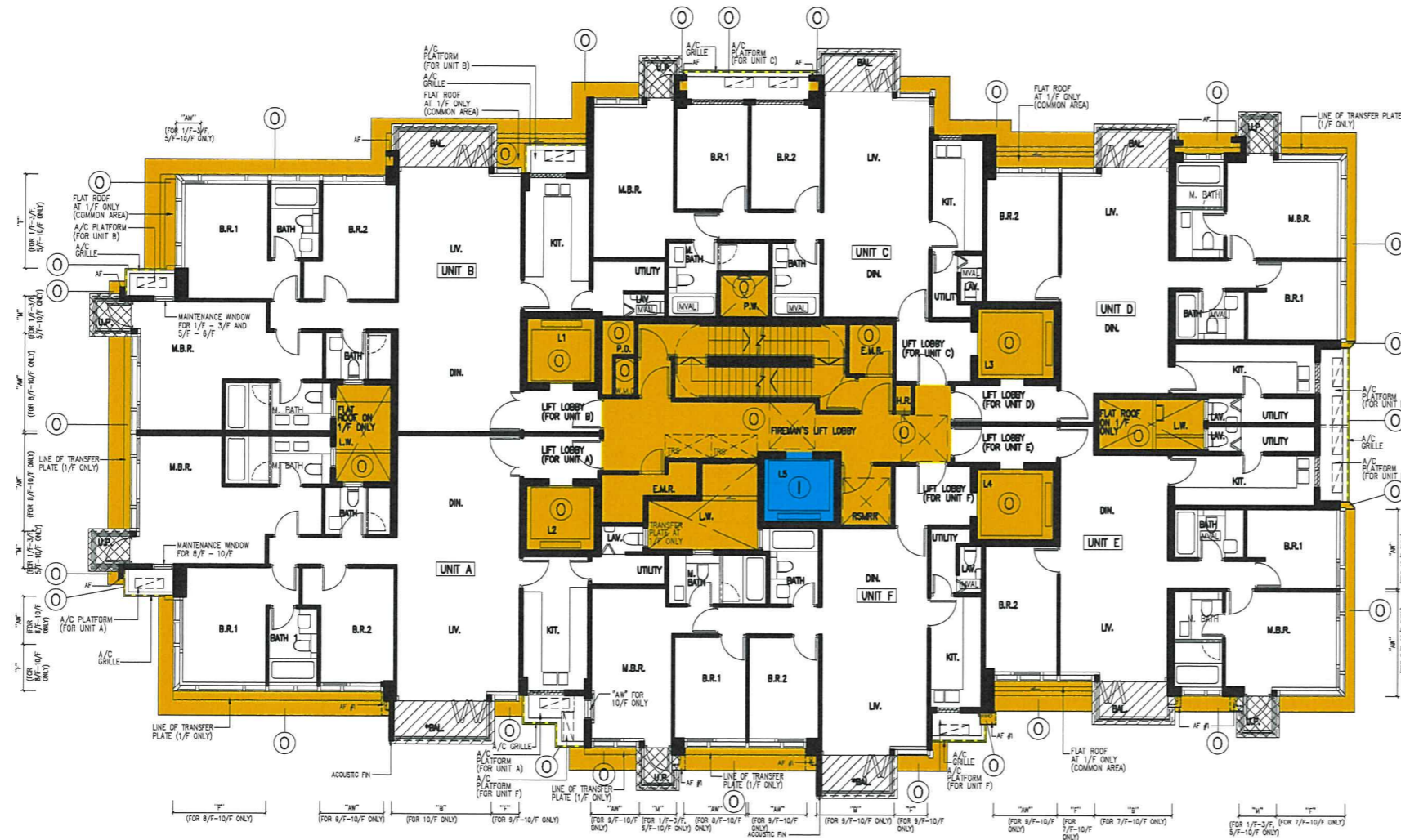
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

CHAN WAN MING
 Authorized Person (Architect)

11 May 2021

• ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
 除特別註明外, 所有尺寸均以毫米為準。
 • DO NOT SCALE DRAWING
 圖中所有標註尺寸為準, 不應量度。
 • ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
 圖紙尺寸須在現場核對。
 THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD, WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
 圖紙為香港建築師巴馬丹拿建築師有限公司所有, 採印或複製此圖紙內容, 必須得本公司的同意。



- LEGEND :**
- INDIGO - DEVELOPMENT COMMON AREAS
 - ORANGE - TOWER COMMON AREAS
 - HATCHED BLACK - BALCONIES
 - CROSS-HATCHED BLACK - UTILITY PLATFORMS
 - "AW" ACOUSTIC WINDOW
 - "M" SELF-CLOSING DOOR AT FLAT ROOF/ UTILITY PLATFORM
 - "F" FIXED WINDOW
 - "B" ACOUSTIC BALCONY

F	05-2021	FINAL AMENDMENT
E	10-2020	5th AMENDMENT
D	08-2020	4th AMENDMENT
NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂

P&T Architects Limited
巴馬丹拿建築師有限公司
 www.p-t-group.com T: 852-2575 6575

PROJECT / 工程項目
 PROPOSED RESIDENTIAL DEVELOPMENT
 AT S.T.L. 610, TAI PO ROAD
 SHA TIN, NEW TERRITORIES

DRAWING / 圖名
 1ST TO 3RD, 5TH TO 10TH
 FLOOR PLAN OF TOWER 1

SCALE / 比例 1:200 (A3)	JOB NUMBER / 工程編號 5266
DATE / 日期 05.2019	DRAWING NUMBER / 圖號 DMC-A-07
- A B C D E F	
DESIGNED / 設計	CHECKED / 審核
APPROVED / 審定	

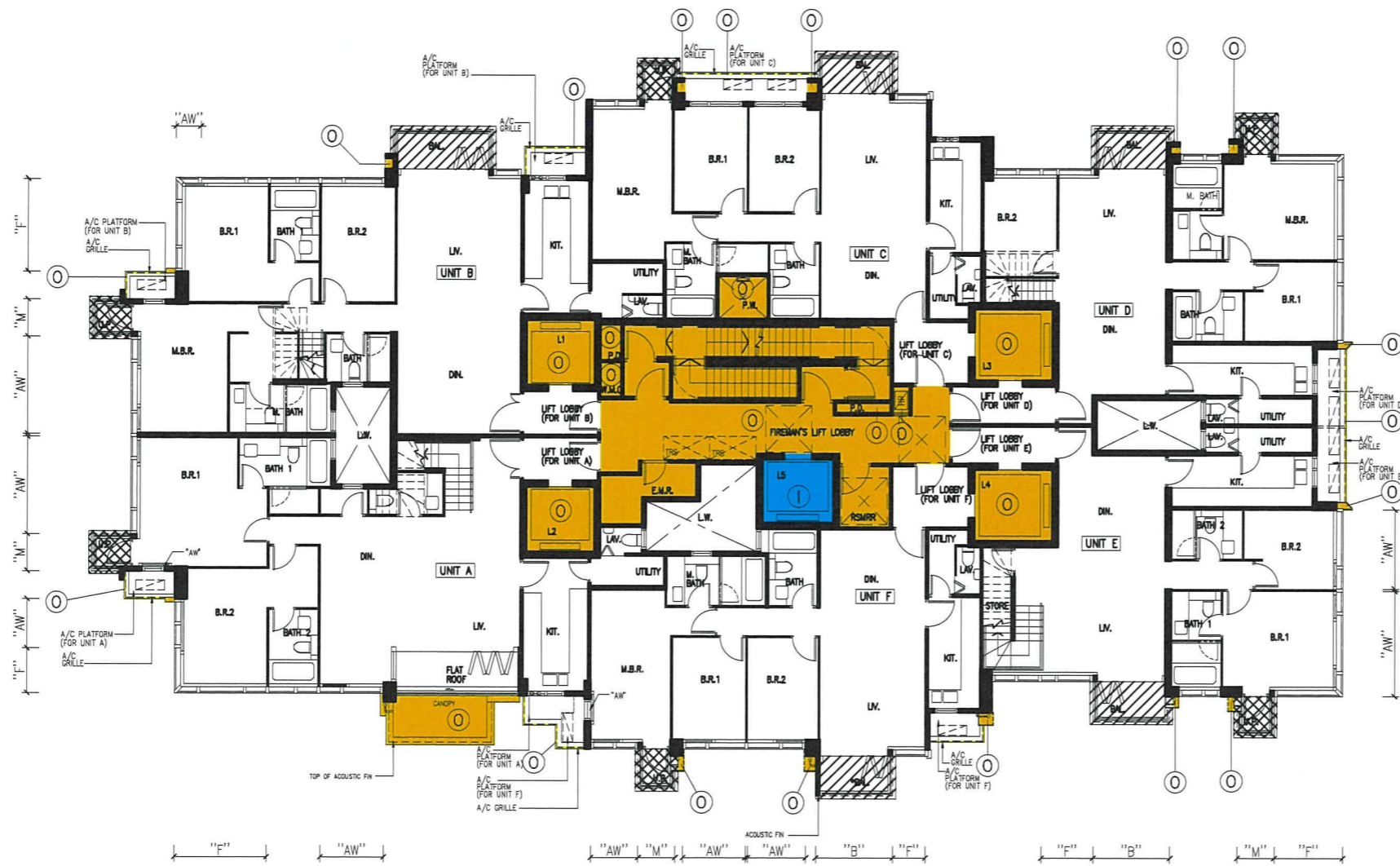
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

CHAN WAN MING
 Authorized Person (Architect)

11 May 2021

• ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
 除特別注明外, 所有尺寸均以毫米制
 • DO NOT SCALE DRAWING
 圖中所有標註尺寸為準, 不應量度
 • ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
 圖紙尺寸請在現場核實
 THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD, WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
 圖紙內容版權屬巴馬丹拿建築師有限公司所有, 採用或複製此圖紙內容, 必須經本公司同意。



LEGEND :

- INDIGO - DEVELOPMENT COMMON AREAS
- ORANGE - TOWER COMMON AREAS
- HATCHED BLACK - BALCONIES
- CROSS-HATCHED BLACK - UTILITY PLATFORMS
- "AW" ACOUSTIC WINDOW
- "M" SELF-CLOSING DOOR AT FLAT ROOF/ UTILITY PLATFORM
- "F" FIXED WINDOW
- "B" ACOUSTIC BALCONY

E	05-2021	FINAL AMENDMENT
D	10-2020	5th AMENDMENT
C	08-2020	3rd AMENDMENT
B	01-2020	2nd AMENDMENT
NUMBER / 冊次	DATE / 日期	AMENDMENT / 冊次

P&T Architects Limited
巴馬丹拿建築師有限公司
 www.p-t-group.com T: 852-2575 6575

PROJECT / 工程項目
**PROPOSED RESIDENTIAL DEVELOPMENT
 AT S.T.L. 610, TAI PO ROAD
 SHA TIN, NEW TERRITORIES**

DRAWING / 圖名
11TH FLOOR PLAN OF TOWER 1

SCALE / 比例 1:200 @A3	JOB NUMBER / 工程編號 5266
DATE / 日期 05.2019	DRAWING NUMBER / 圖號 DMC-A-08
- A B C D E	
DESIGNED / 設計	CHECKED / 審核
APPROVED / 審定	

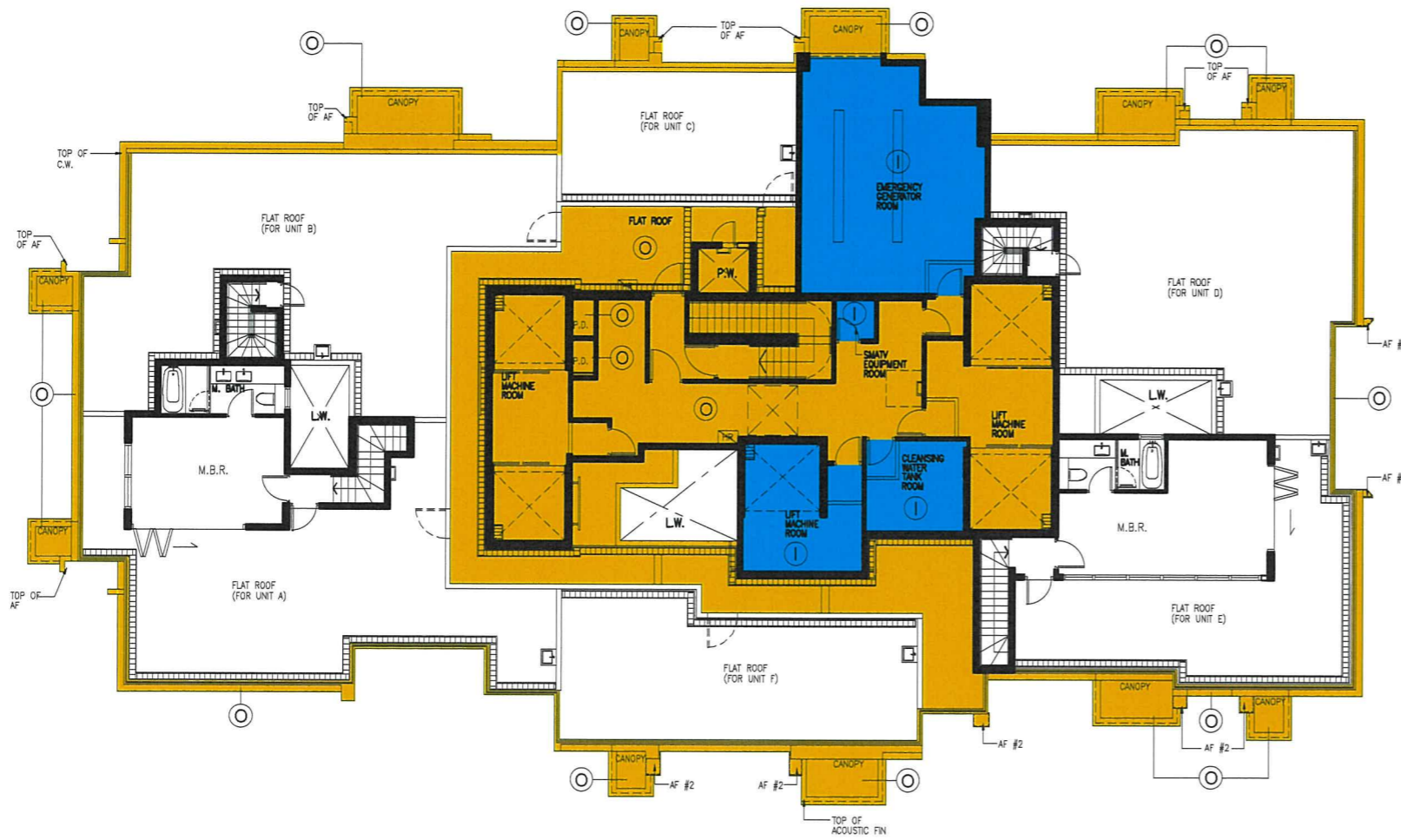
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

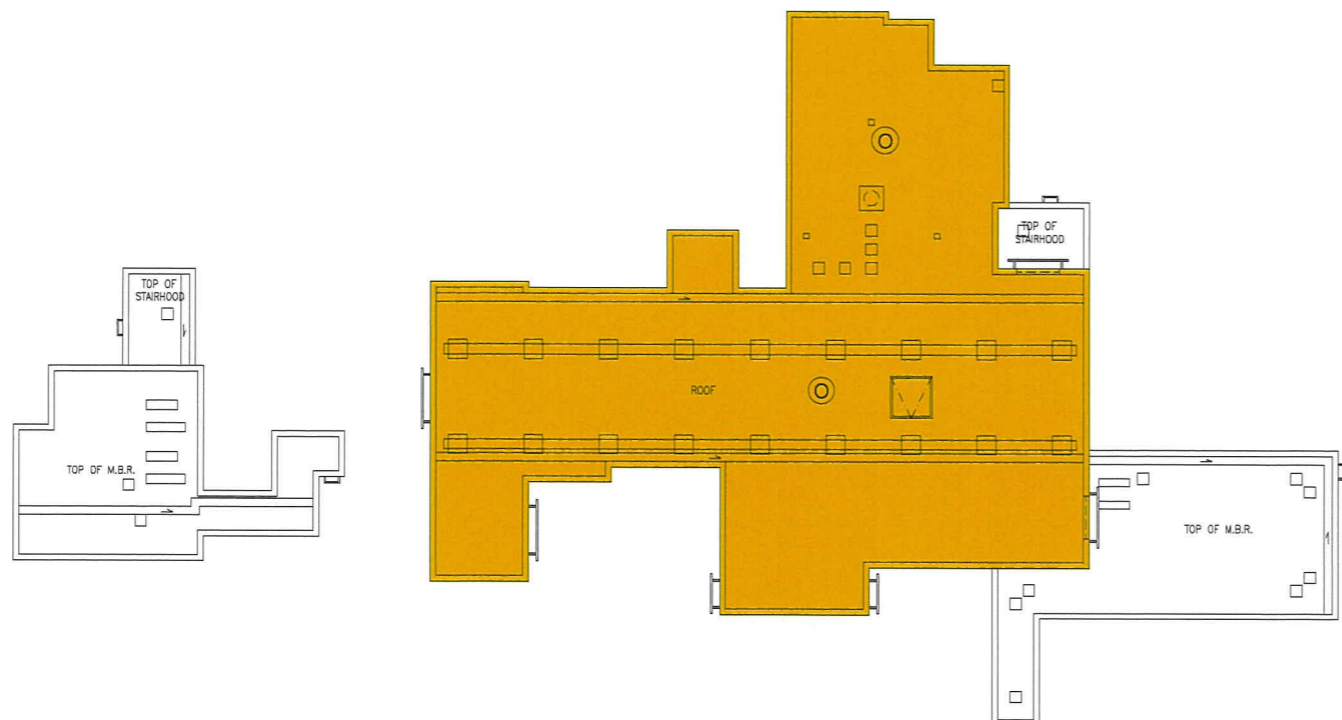
CHAN WAN MING
 Authorized Person (Architect)

11 May 2021

* ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
 除特別註明外, 所有尺寸應以毫米制
 • DO NOT SCALE DRAWING
 圖中所有標註尺寸為準, 不應量度
 • ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
 此圖尺寸請在現場核實
 THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD, WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
 圖紙內容版權歸巴馬丹拿建築師有限公司所有, 未經本公司同意, 不得複製或轉載圖紙內容, 必須獲得本公司同意。



ROOF PLAN



TOP ROOF

LEGEND :

- INDIGO - DEVELOPMENT COMMON AREAS
- ORANGE - TOWER COMMON AREAS

E	05-2021	FINAL AMENDMENT
D	10-2020	5th AMENDMENT
C	06-2020	3rd AMENDMENT
B	01-2020	2nd AMENDMENT
NUMBER / 號次	DATE / 日期	AMENDMENT / 修訂

P&T Architects Limited
巴馬丹拿建築師有限公司
 www.p-t-group.com T: 852-2575 6575

PROJECT / 工程項目
**PROPOSED RESIDENTIAL DEVELOPMENT
 AT S.T.T.L. 610, TAI PO ROAD
 SHA TIN, NEW TERRITORIES**

DRAWING / 圖名
**ROOF & TOP ROOF FLOOR PLAN
 OF TOWER 1**

SCALE / 比例	JOB NUMBER / 工程編號
1:200 @ (A3)	5266
DATE / 日期	DRAWING NUMBER / 圖號
05.2019	DMC-A-09

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

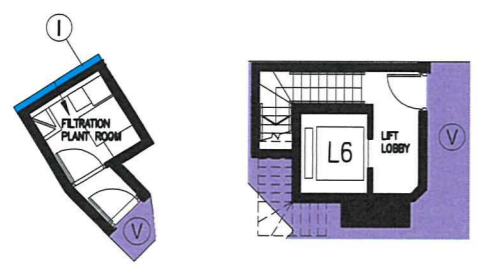
CHAN WAN MING
 Authorized Person (Architect)

11 May 2021

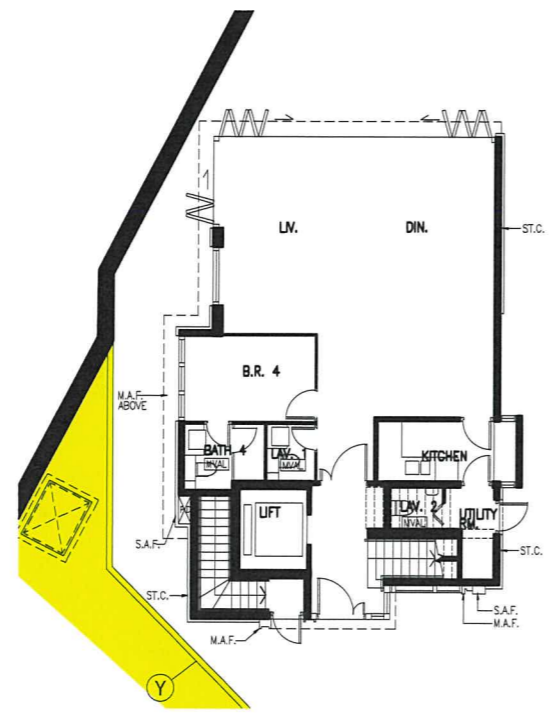
* ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
 除特別註明外，所有尺寸均以毫米制
 • DO NOT SCALE DRAWING
 圖中尺寸均須按圖紙尺寸為準，不得量度
 • ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
 所有尺寸均須在現場核對
 THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD. WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
 圖紙內容版權歸巴馬丹拿建築師及工程師有限公司所有，採用或複製圖紙內容，必須得本公司同意。



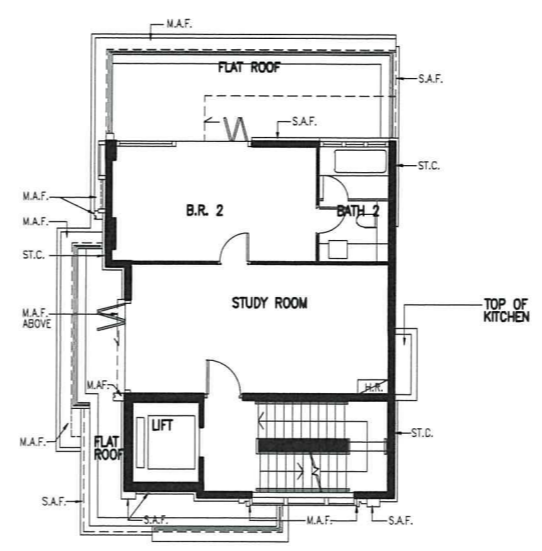
- LEGEND :**
- I INDIGO - DEVELOPMENT COMMON AREAS
 - Y YELLOW - RESIDENTIAL COMMON AREAS
 - V VIOLET - CAR PARK COMMON AREAS
 - / / / / HATCHED BLACK - BALCONIES



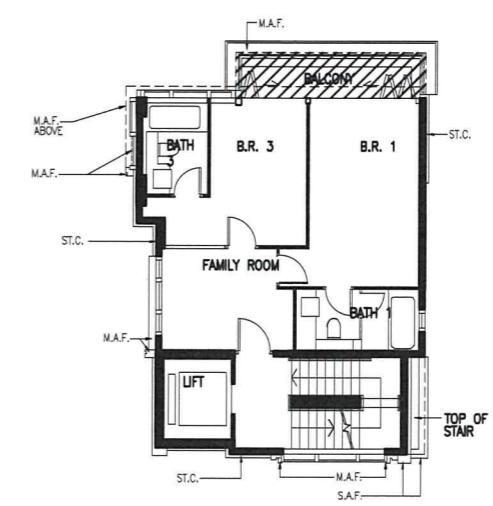
BASEMENT 1 FLOOR PLAN



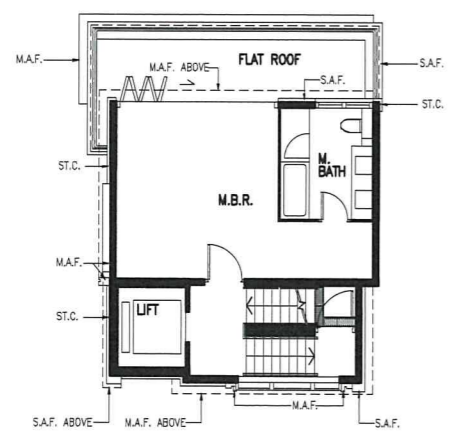
GROUND FLOOR PLAN



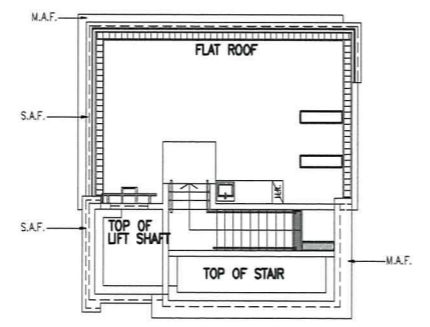
FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN



ROOF PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

CHAN WAN MING
Authorized Person (Architect)

11 May 2021

E	05-2021	FINAL AMENDMENT
D	01-2021	6th AMENDMENT
C	10-2020	5th AMENDMENT
NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂

P&T Architects Limited
巴馬丹拿建築師有限公司
www.p-t-group.com T: 852-2575 6575

PROJECT / 工程項目
**PROPOSED RESIDENTIAL DEVELOPMENT
AT S.T.T.L. 610, TAI PO ROAD
SHA TIN, NEW TERRITORIES**

DRAWING / 圖名
PLAN OF HOUSE 1

SCALE / 比例	JOB NUMBER / 工程編號
1:200 @ (A3)	5266
DATE / 日期	DRAWING NUMBER / 圖號
05.2019	DMC-A-10
- A B C D E	

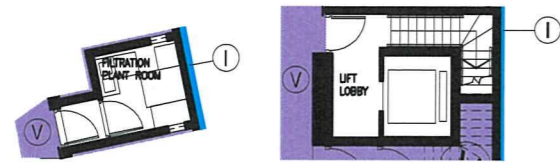
DESIGNED / 設計 CHECKED / 審核 APPROVED / 審定

• ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
除特別註明外，所有尺寸均以毫米制
• DO NOT SCALE DRAWING
圖中所有標註尺寸均準，不應量度
• ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
圖紙尺寸須在現場核對
THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD. WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
圖紙內容版權已為巴馬丹拿建築師有限公司所有，採用或複製此圖紙內容，必須得該公司的同意。

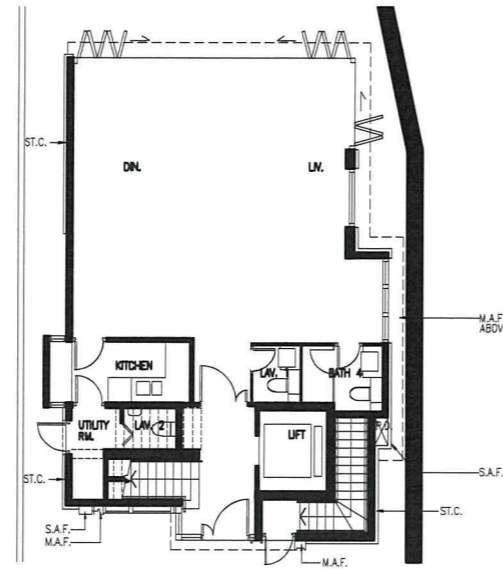


LEGEND :

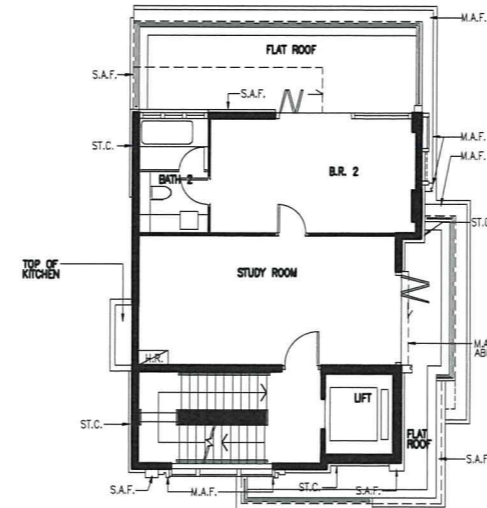
- I INDIGO - DEVELOPMENT COMMON AREAS
- V VIOLET - CAR PARK COMMON AREAS
- / / / / HATCHED BLACK - BALCONIES



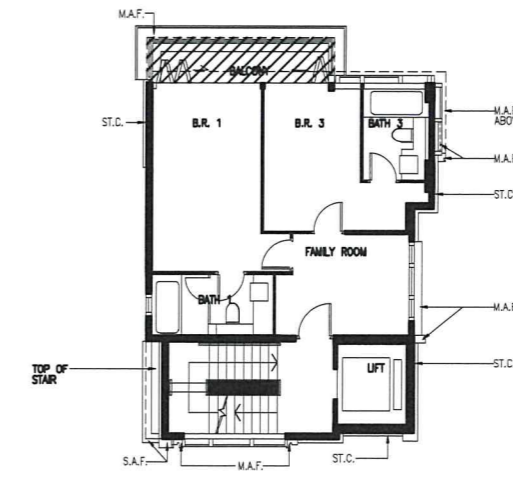
BASEMENT 1 FLOOR PLAN



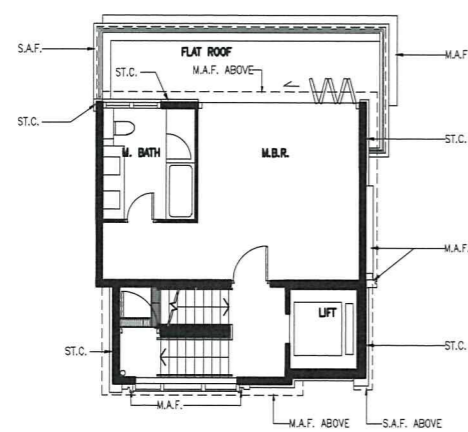
GROUND FLOOR PLAN



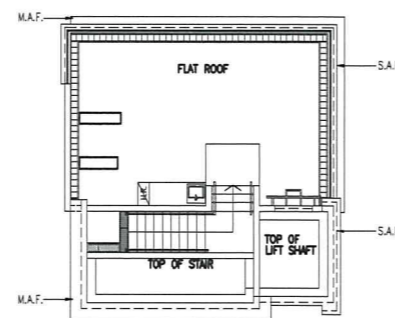
FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN



ROOF PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

CHAN WAN MING
Authorized Person (Architect)

11 May 2021

E	05-2021	FINAL AMENDMENT
D	01-2021	6th AMENDMENT
C	10-2020	5th AMENDMENT
NUMBER / 號	DATE / 日期	AMENDMENT / 修訂



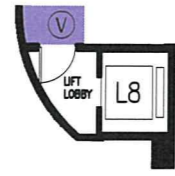
PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT
AT S.T.T.L. 610, TAI PO ROAD
SHA TIN, NEW TERRITORIES

DRAWING / 圖名
PLAN OF HOUSE 2

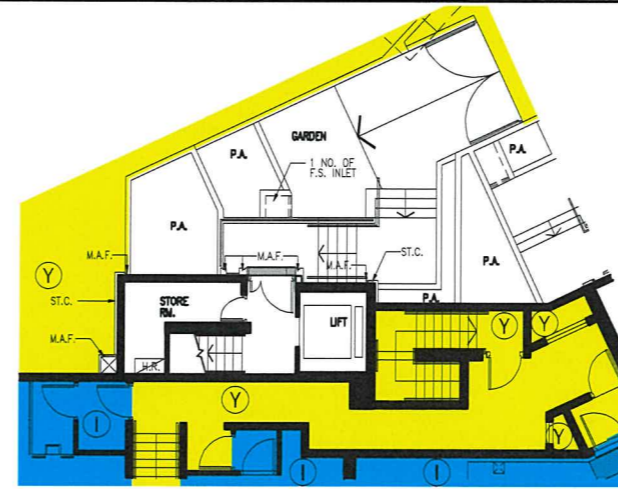
SCALE / 比例	JOB NUMBER / 工程編號
1:200 @ (A3)	5266
DATE / 日期	DRAWING NUMBER / 圖號
05.2019	DMC-A-11

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

• ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
除特別註明外, 所有尺寸均以毫米制
• DO NOT SCALE DRAWING
圖中所有標注尺寸為準, 不應量度
• ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
圖紙尺寸請在現場核對
THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD, WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
圖紙內容版權歸巴馬丹拿建築及工程師有限公司所有, 採用或複製圖紙內容, 必須得本公司的同意。



BASEMENT 1 FLOOR PLAN

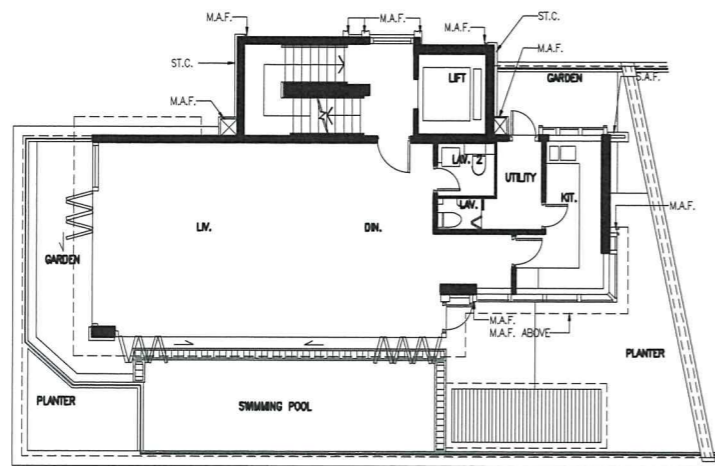


LOWER GROUND FLOOR PLAN

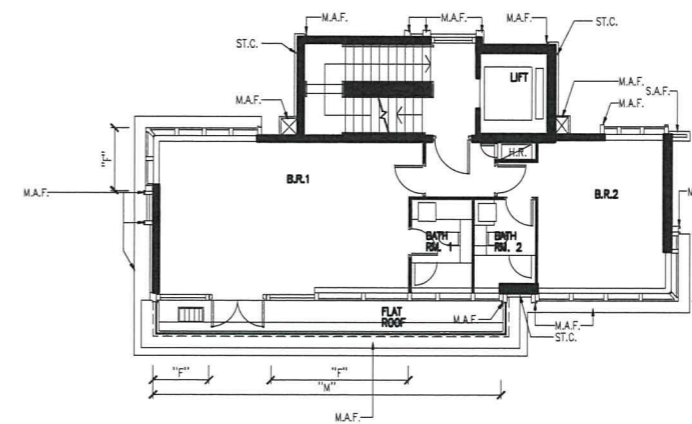


LEGEND :

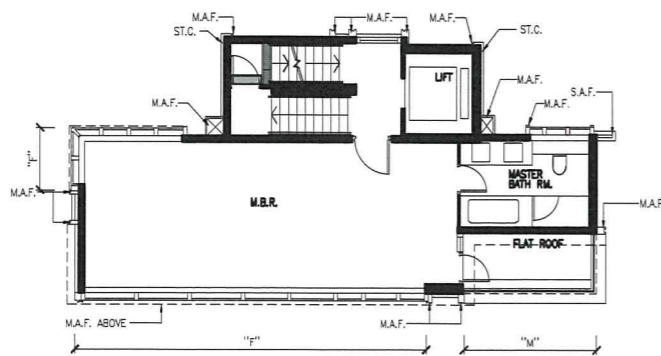
- I INDIGO – DEVELOPMENT COMMON AREAS
- Y YELLOW – RESIDENTIAL COMMON AREAS
- V VIOLET – CAR PARK COMMON AREAS
- "M" SELF-CLOSING DOOR AT FLAT ROOF/ UTILITY PLATFORM
- "F" FIXED WINDOW



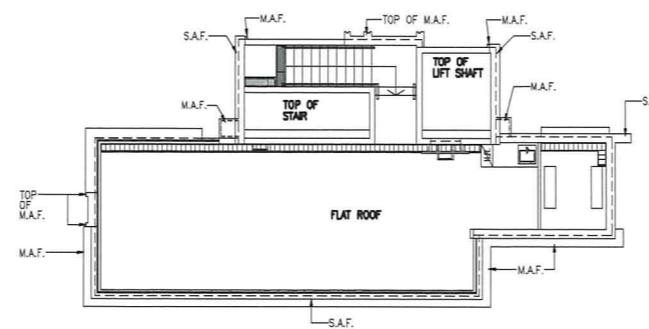
UPPER GROUND FLOOR PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN



ROOF PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

CHAN WAN MING
Authorized Person (Architect)

11 May 2021

E	05-2021	FINAL AMENDMENT
D	01-2021	6th AMENDMENT
C	10-2020	5th AMENDMENT
NUMBER / 號	DATE / 日期	AMENDMENT / 修訂

P&T Architects Limited
巴馬丹拿建築師有限公司
www.p-t-group.com T: 852-2575 6575

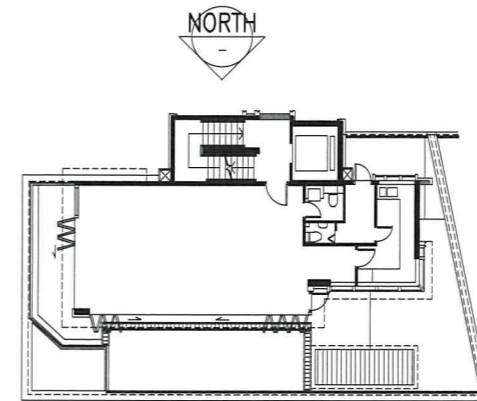
PROJECT / 工程項目
**PROPOSED RESIDENTIAL DEVELOPMENT
AT S.T.L. 610, TAI PO ROAD
SHA TIN, NEW TERRITORIES**

DRAWING / 圖名
PLAN OF HOUSE 3

SCALE / 比例	JOB NUMBER / 工程編號
1:200 @ (A3)	5266
DATE / 日期	DRAWING NUMBER / 圖號
05.2019	DMC-A-12

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

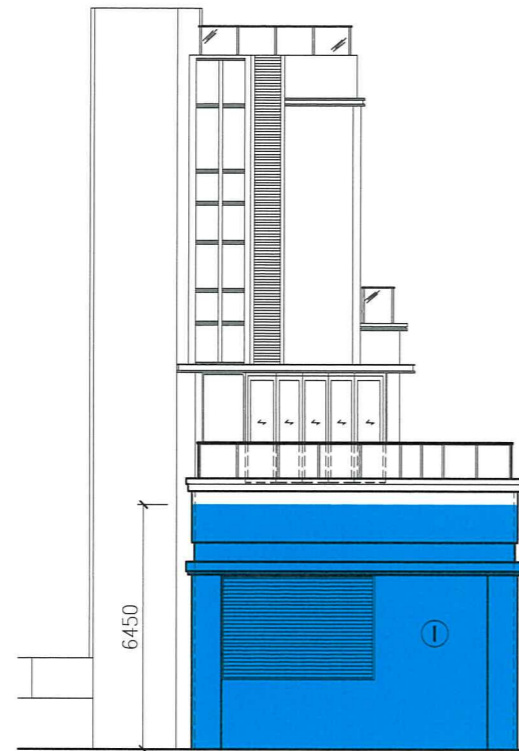
• ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
除特別註明外，所有尺寸均以毫米制
• DO NOT SCALE DRAWING
圖中所有標注尺寸為準，不應量度
• ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
尺寸及中線在現場核對準確
THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD, WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
圖紙內容版權歸巴馬丹拿建築師及工程師有限公司所有，採用或複製圖紙內容，必須得該公司的同意。



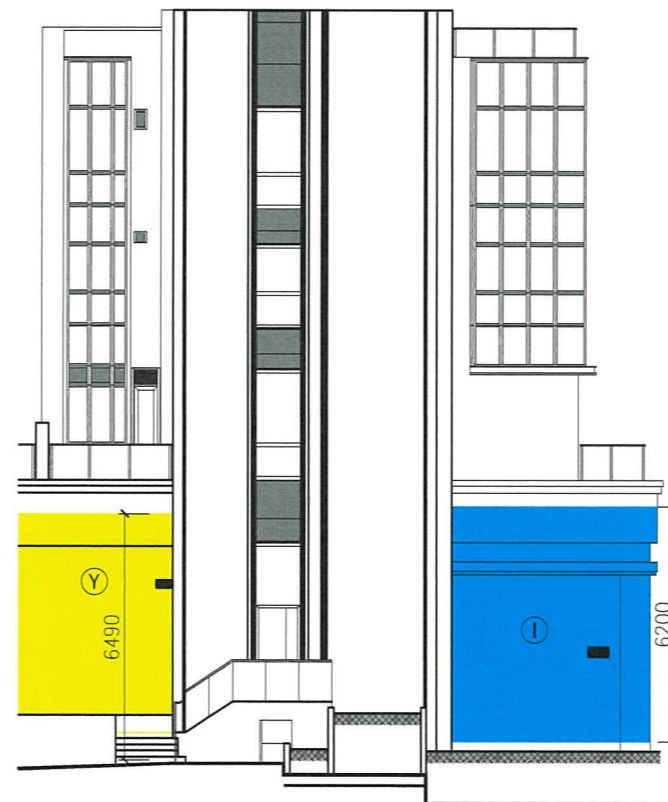
KEY PLAN

LEGEND :

- ① INDIGO - DEVELOPMENT COMMON AREAS
- ② YELLOW - RESIDENTIAL COMMON AREAS



WEST ELEVATION



NORTH ELEVATION

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAN WAN MING
Authorized Person (Architect)

11 May 2021

NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂
D	05-2021	FINAL AMENDMENT
C	10-2020	5th AMENDMENT
B	01-2020	2nd AMENDMENT
A	10-2019	1st AMENDMENT
-	08-2019	1st SUBMISSION



PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT
AT S.T.T.L. 610, TAI PO ROAD
SHA TIN, NEW TERRITORIES

DRAWING / 圖名
ELEVATION OF HOUSE 3

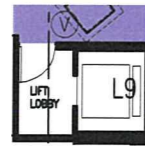
SCALE / 比例 1:200 @A3	JOB NUMBER / 工程編號 5266
DATE / 日期 05.2019	DRAWING NUMBER / 圖號 DMC-A-13

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

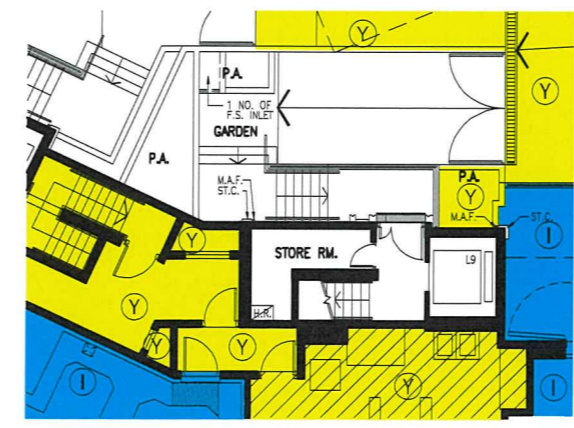
• ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
除特別註明外, 所有尺寸均以毫米制
• DO NOT SCALE DRAWING
圖中尺寸不得以圖紙縮放為準, 不應量度
• ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
圖紙尺寸須在現場核對
THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD, WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
圖紙內容版權歸巴馬丹拿建築師及工程師有限公司所有, 採用或複製圖紙內容, 必須得本公司同意。



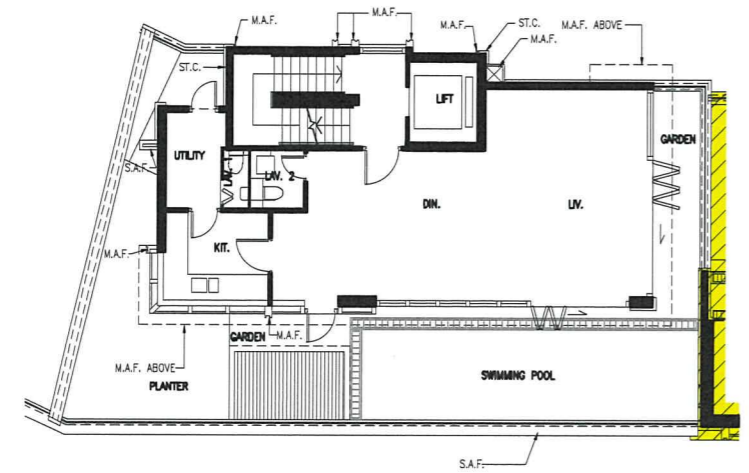
- LEGEND :**
- I INDIGO - DEVELOPMENT COMMON AREAS
 - Y YELLOW - RESIDENTIAL COMMON AREAS
 - Y YELLOW HATCHED BLACK - RECREATIONAL FACILITIES (RESIDENTIAL COMMON AREAS)
 - V VIOLET - CAR PARK COMMON AREAS
- "M" SELF-CLOSING DOOR AT FLAT ROOF/
UTILITY PLATFORM
- "F" FIXED WINDOW



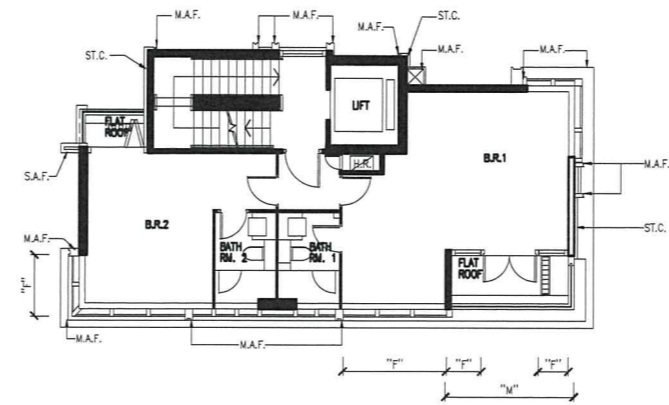
BASEMENT 1 FLOOR PLAN



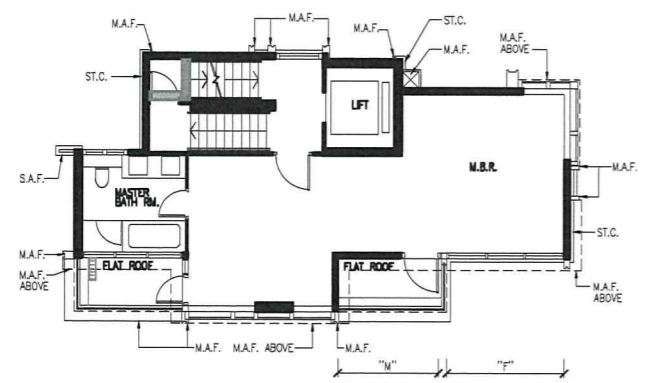
LOWER GROUND FLOOR PLAN



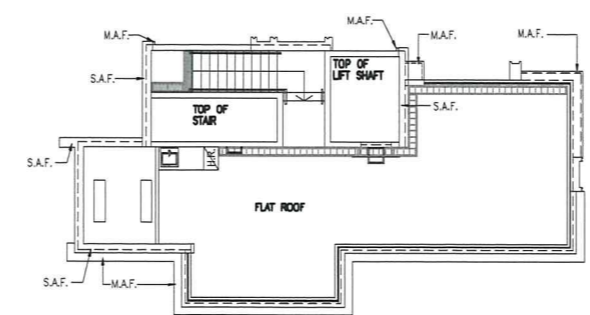
UPPER GROUND FLOOR PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN



ROOF PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

CHAN WAN MING
Authorized Person (Architect)

11 May 2021

E	05-2021	FINAL AMENDMENT
D	01-2021	6th AMENDMENT
C	10-2020	5th AMENDMENT
NUMBER / 編號	DATE / 日期	AMENDMENT / 附註

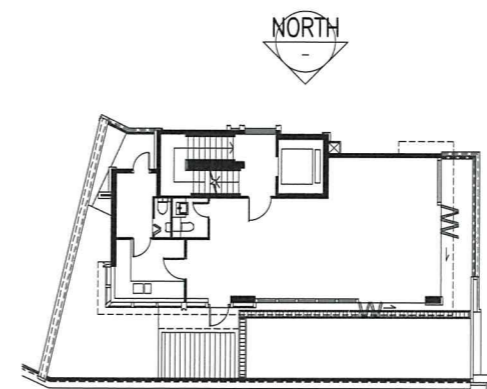
P&T Architects Limited
巴馬丹拿建築師有限公司
www.p-t-group.com T: 852-2575 6575

PROJECT / 工程項目
**PROPOSED RESIDENTIAL DEVELOPMENT
AT S.T.L. 610, TAI PO ROAD
SHA TIN, NEW TERRITORIES**

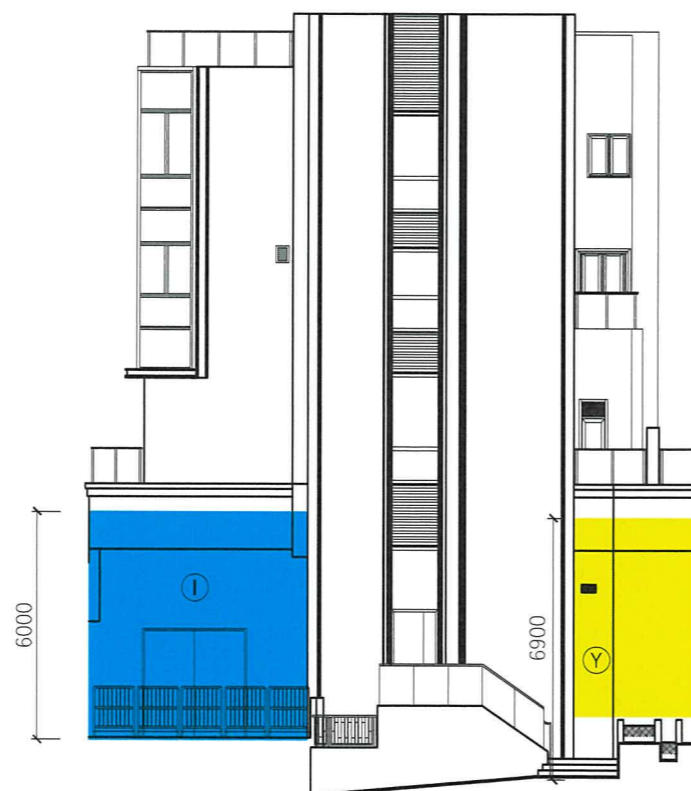
DRAWING / 圖名
PLAN OF HOUSE 4

SCALE / 比例 1:200 @A3	JOB NUMBER / 工程編號 5266
DATE / 日期 05.2019	DRAWING NUMBER / 圖號 DMC-A-14
- A B C D E -	
DESIGNED / 設計	CHECKED / 審核
APPROVED / 審定	

• ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
除特別注明外, 所有尺寸均以毫米制
• DO NOT SCALE DRAWING
圖中所有標註尺寸均準, 不應量度
• ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
最終尺寸須在現場核對
THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD, WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
圖紙內容版權歸巴馬丹拿建築師及工程師有限公司所有, 採用或複製圖紙內容, 必須得該公司的同意。



KEY PLAN



NORTH ELEVATION

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

CHAN WAN MING
Authorized Person (Architect)

11 May 2021

LEGEND :

- I INDIGO - DEVELOPMENT COMMON AREAS
- Y YELLOW - RESIDENTIAL COMMON AREAS

D	05-2021	FINAL AMENDMENT
C	10-2020	5th AMENDMENT
B	01-2020	2nd AMENDMENT
A	10-2019	1st AMENDMENT
-	08-2019	1st SUBMISSION

NUMBER / 圖號	DATE / 日期	AMENDMENT / 冊次
-------------	-----------	----------------

P&T Architects Limited
巴馬丹拿建築師有限公司
www.p-t-group.com T: 852-2575 6575

PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT
AT S.T.L. 610, TAI PO ROAD
SHA TIN, NEW TERRITORIES

DRAWING / 圖名
ELEVATION OF HOUSE 4

SCALE / 比例	JOB NUMBER / 工程編號
1:200 @A3	5266
DATE / 日期	DRAWING NUMBER / 圖號
05.2019	DMC-A-15

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

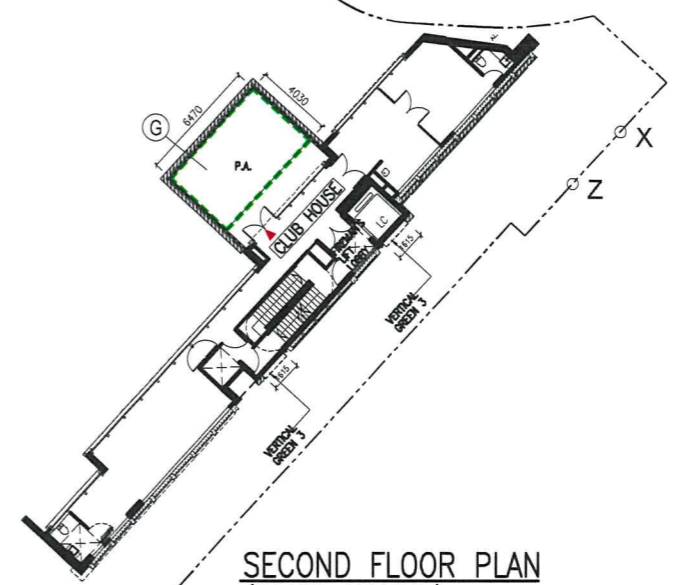
• ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
除特別註明外, 所有尺寸均以毫米制
• DO NOT SCALE DRAWING
圖中所有標註尺寸為準, 不應量度
• ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
最終尺寸須在現場核對
THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD, WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
圖紙內容版權歸巴馬丹拿建築師及工程師有限公司所有, 採用或複製此圖紙內容, 必需得本公司同意。



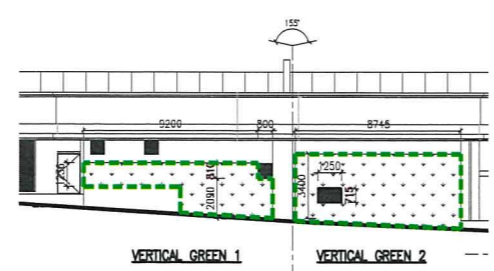
GROUND FLOOR PLAN



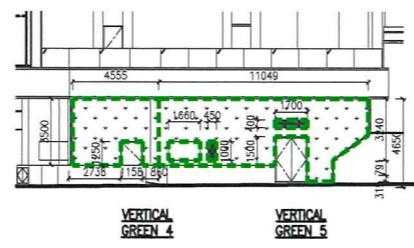
FIRST FLOOR PLAN (CLUB HOUSE)
UPPER GROUND FLOOR PLAN (HOUSE 3 & 4)



SECOND FLOOR PLAN
(CLUB HOUSE)



VERTICAL GREEN 1
VERTICAL GREEN 2



VERTICAL GREEN 4
VERTICAL GREEN 5



VERTICAL GREEN 3

- LEGEND :
- EDGED WITH GREEN BROKEN LINES - GREENERY AREAS
 - COMMON ACCESS TO THE GREENERY AREA

D	05-2021	FINAL AMENDMENT
C	10-2020	5th AMENDMENT
B	01-2020	2nd AMENDMENT
A	10-2019	1st AMENDMENT
-	08-2019	1st SUBMISSION
NUMBER / 號次	DATE / 日期	AMENDMENT / 修訂



PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT
AT S.T.L. 610, TAI PO ROAD
SHA TIN, NEW TERRITORIES

DRAWING / 圖名
GREENERY AREAS PLAN

SCALE / 比例
1:400 (A3)

DATE / 日期
05.2019

JOB NUMBER / 工程編號
5266

DRAWING NUMBER / 圖號
DMC-A-16

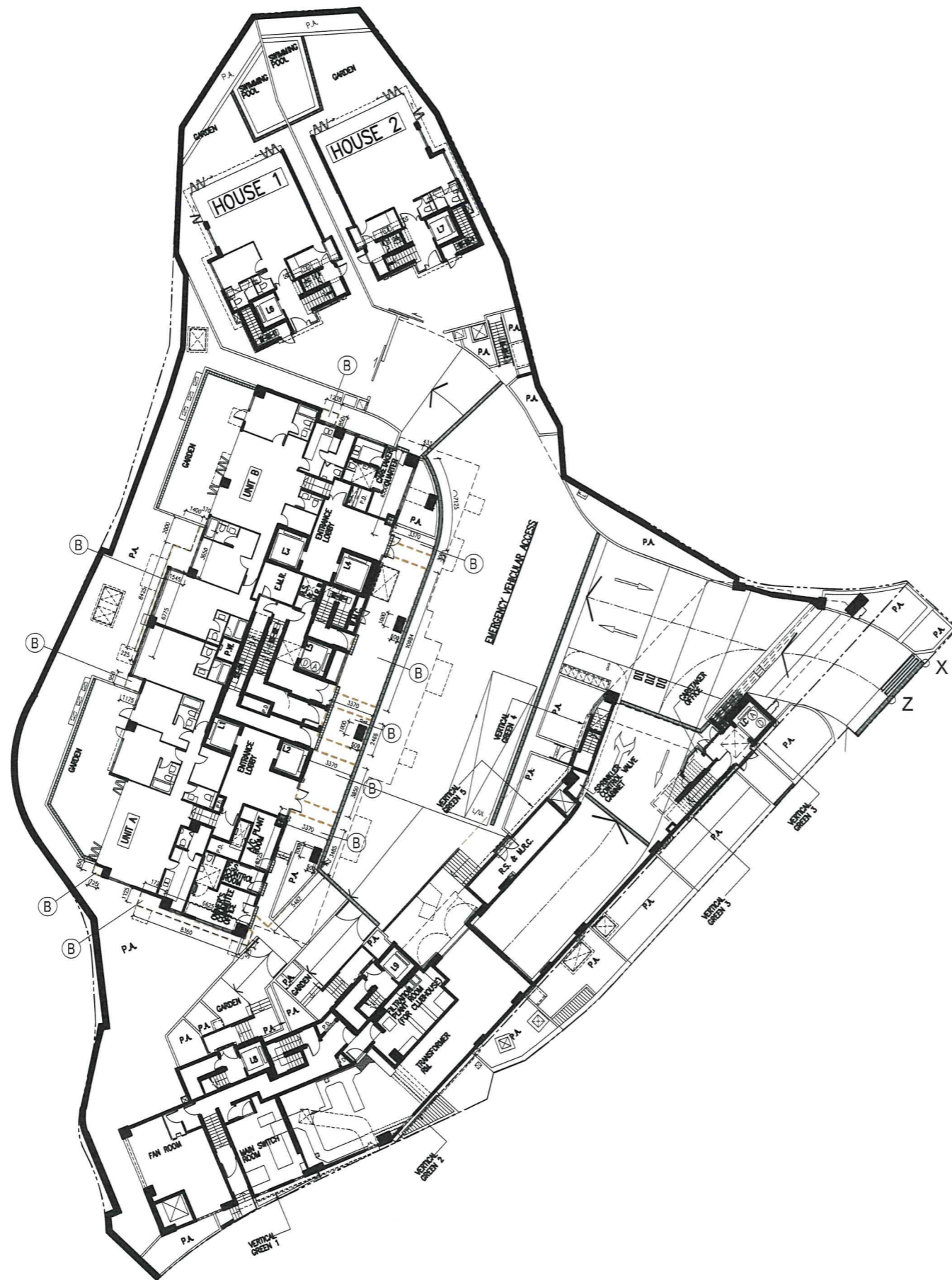
DESIGNED / 設計
CHECKED / 審核
APPROVED / 審定

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming
CHAN WAN MING
Authorized Person (Architect)

11 May 2021

• ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
除特別註明外，所有尺寸均以毫米制
• DO NOT SCALE DRAWING
圖中尺寸均應以圖面尺寸為準，不應量度
• ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
最終尺寸須在現場核對清楚
THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD, WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
圖紙內容版權歸巴馬丹拿建築及工程師有限公司所有，採用或複製圖紙內容，必須經本公司同意。



GROUND FLOOR PLAN



LEGEND :

(B)  EDGED WITH BROWN BROKEN LINES - COVERED LANDSCAPE AREAS

D	05-2021	FINAL AMENDMENT
C	10-2020	5th AMENDMENT
B	01-2020	2nd AMENDMENT
A	10-2019	1st AMENDMENT
-	08-2019	1st SUBMISSION

NUMBER / 號次 DATE / 日期 AMENDMENT / 修訂



PROJECT / 工程項目
**PROPOSED RESIDENTIAL DEVELOPMENT
 AT S.T.L. 610, TAI PO ROAD
 SHA TIN, NEW TERRITORIES**

DRAWING / 圖名
COVERED LANDSCAPE AREAS PLAN

SCALE / 比例 JOB NUMBER / 工程編號
1:400 (A3) 5266

DATE / 日期 DRAWING NUMBER / 圖號
05.2019 DMC-A-17

DESIGNED / 設計 CHECKED / 審核 APPROVED / 審定

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

CHAN WAN MING
 Authorized Person (Architect)

11 May 2021

• ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
 除特別註明外, 所有尺寸均以毫米制
 • DO NOT SCALE DRAWING
 圖中所有標注尺寸為準, 不應量度
 • ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
 所有尺寸須在現場核對準確
 THE OWNERSHIP OF THE COPYRIGHT OF THIS DRAWING IS RETAINED BY P&T ARCHITECTS AND ENGINEERS LTD, WHOSE CONSENT MUST BE OBTAINED BEFORE ANY USE OR REPRODUCTION OF THE DRAWING OR ANY PART THEREOF CAN BE MADE.
 圖紙內容版權歸巴馬丹拿建築師及工程師有限公司所有, 採用或複製圖紙內容, 必須獲本公司同意。