

Dated the _____ day of _____.

FAME WELL CREATION LIMITED
(名氣創建有限公司)

and

NOURISH VIRTUE PROPERTY MANAGEMENT LIMITED
(潤德物業管理有限公司)

and

[_____]

**DEED OF MUTUAL COVENANT INCORPORATING
MANAGEMENT AGREEMENT**

OF

NEW KOWLOON INLAND LOT NO.6553

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

K/BY/86260/MK/PYJ (CV)

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assigned unto the Covenantee Owner All Those [] equal undivided 67,212th 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”).

(7) 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:

“Additional Public Passage Areas” means the Additional Public Passage Areas as defined in Special Condition No.(12)(b) of the Government Grant.

“AMR Outstation(s)” means the AMR Outstation(s) as defined in Special Condition No.(41)(a)(ii) of the Government Grant. For the avoidance of doubt, the AMR Outstation(s) is/are as at the date of this Deed located within the Development Common Areas which are for the purpose of identification shown coloured Indigo and respectively marked “AMR RM. FOR (TOWER 3A, 3B & TOWER 5)” on the BASEMENT 1 FLOOR PLAN (Drawing No. DMC-003) (certified as to its accuracy by the Authorized Person) annexed hereto and marked “AMR RM. FOR RETAIL” on the BASEMENT 1 FLOOR PLAN (Drawing No. DMC-003) (certified as to its accuracy by the Authorized Person) annexed hereto. The AMR Outstation(s) shall be delivered to the Water Authority in accordance with Special Condition No.(41)(g) of the Government Grant. For the avoidance of doubt, such AMR Outstation(s) do(es) not form part of the Development Common Areas or the Development Common Facilities.

“Approved Noise Mitigation Measures” means the noise mitigation measures provided in the Development as contained in the NIA and approved by the Director of Lands as referred to in Special Condition No.(42)(b) of the Government Grant including but not limited to acoustic window (baffle type), acoustic door (baffle type), fixed glazing (with or without maintenance window), utility platform with auto-closing door (all of which form part of the Flats). The Approved Noise Mitigation Measures are as shown on the Building Plans for noise mitigation purpose. For the purpose of identification, the Approved Noise Mitigation Measures are, where possible, shown 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 Sixth Schedule to this Deed.

“Authorized Person” means Chan Wing Che of Wong Tung & Partners Limited, and any other replacement authorized person for the time being appointed by the First Owner.

“Bicycle Parking Spaces” means the 9 spaces provided for the parking of bicycles in the Development in accordance with Special Condition No.(24)(e) of the Government Grant, such spaces being for the purpose of identification shown coloured Yellow and marked “B1”, “B2”, “B3”, “B5”, “B6”, “B7”, “B8”, “B9” and “B10” on the BASEMENT 1 FLOOR PLAN (Drawing No. DMC-003) (certified as to its accuracy by the Authorized Person) annexed hereto.

“Building Plans” means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under reference no. BD 2/4088/19 and includes any amendment thereto as approved by the Building Authority.

“Car Park” means either a Residential Parking Space or a Residential 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 for the common use and benefit of the Owners, occupiers and users of Car Parks and which is not otherwise specifically assigned and which include, without limiting the generality of the foregoing:

(a) driveway(s) (excluding those parts of driveway(s) which are shown coloured Indigo on the plan(s) (certified as to its/their accuracy by the Authorized Person) annexed hereto and forming part of the Development Common Areas); and

(b) wall(s) and/or curb(s) on which the electric vehicle charging facilities serving exclusively each of the Residential Motor Cycle Parking Spaces and/or the Residential Parking Spaces are located;

and such areas within the meaning of “common parts” as defined in Section 2 of the Ordinance and any such areas specified in Schedule 1 to the Ordinance (unless they are specified or designated in an instrument registered in the Land Registry as being for the exclusive use, occupation or enjoyment of an Owner), but shall exclude the Development Common Areas, Residential Common Areas, Low-rise Buildings Common Areas and High-rise Buildings Common Areas.

Car Park Common Areas are for the purpose of identification shown

coloured Orange on the plan(s) (certified as to its/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 Owners, occupiers and users of the Car Parks 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 water points, lighting, speed humps, concave mirrors, ticket stations, drains, channel, pipes, cables, wiring, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and any other mechanical systems, devices or facilities installed.
- “Caretakers Counters” means the caretakers counters which are for the purpose of identification shown coloured (i) Yellow and marked “CTC” and (ii) Violet and marked “CTC” on the plans (Drawings Nos. DMC-004 and DMC-006) (certified as to their accuracy by the Authorized Person) annexed hereto.
- “Chairman” means the chairman of the Owners’ Committee appointed in accordance with the provisions hereof from time to time.
- “Commercial Loading and Unloading Spaces” means the 3 loading and unloading spaces provided within the Development in accordance with Special Condition No.(25)(a)(ii) of the Government Grant, such spaces being for the purpose of identification shown coloured Red and marked “L1”, “L2” and “L3” on the BASEMENT 3 FLOOR PLAN (Drawing No. DMC-001) (certified as to its accuracy by the Authorized Person) annexed hereto.
- “Commercial Motor Cycle Parking Space” means the 1 motor cycle parking space (including electric vehicle charging facilities serving exclusively such space) provided in the Development in accordance with Special Condition No.(24)(d)(i)(II) of the Government Grant, such space being for the purpose of identification shown coloured Red and marked “M8” on the BASEMENT 3 FLOOR PLAN (Drawing No. DMC-001) (certified as to its accuracy by the Authorized Person) annexed hereto, and such space shall be a space shown on the approved car park layout plan under Special Condition No.(30) of the Government Grant.
- “Commercial Parking Spaces” means the 10 parking spaces (each of which including electric vehicle charging facilities serving exclusively such space) provided in the Development in accordance with Special Condition No.(24)(b)(i) of the Government Grant (which, for the avoidance of doubt, include the Commercial Parking Spaces for Disabled Persons). For the purpose of identification, the Commercial Parking Spaces are shown coloured Red and marked “C1”, “C2”, “C3”, “C5”, “C6”, “C7”, “C8”, “C9”, “C10” and “C11” on the

BASEMENT 3 FLOOR PLAN (Drawing No. DMC-001) (certified as to its accuracy by the Authorized Person) annexed hereto, and each space shall be a space shown on the approved car park layout plan under Special Condition No.(30) of the Government Grant. “Commercial Parking Space” shall be construed accordingly.

- “Common Areas” means all of the Development Common Areas, Residential Common Areas, Low-rise Buildings Common Areas, High-rise Buildings 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, Low-rise Buildings Common Facilities, High-rise Buildings Common Facilities and Car Park Common Facilities.
- “Development” means the whole of the development constructed or to be constructed on the Land in accordance with the Government Grant and the Building Plans and known as “**PANO HARBOUR 灣環**”.
- “Development Common Areas” means all those areas or parts of the Land and the Development, the right to the use of which is designated 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 and which include, without limiting the generality of the foregoing:
- (a) Owners’ Committee office;
 - (b) Guard Houses;
 - (c) Watchmen’s Quarters;
 - (d) Transformer Room(s);
 - (e) ramp(s), driveway(s) (excluding those parts of driveway(s) which are shown coloured Orange on the plan(s) (certified as to its/their accuracy by the Authorized Person) annexed hereto and forming part of the Car Park Common Areas), loading/unloading area(s) for refuse collection;
 - (f) Greenery Areas (excluding those forming part of the Residential Common Areas);
 - (g) cavity walls of the Development;
 - (h) external walls of the Development (excluding (i) those forming

part of the Residential Common Areas, (ii) those forming part of the High-rise Buildings Common Areas, (iii) those forming part of the Low-rise Buildings Common Areas; (iv) those forming part of the Units and (v) those forming part of the Non-industrial Portion);

- (i) wall(s) and/or curb(s) on which the electric vehicle charging facilities serving exclusively each of the Commercial Motor Cycle Parking Space, the Commercial Parking Spaces (which, for the avoidance of doubt, include the Commercial Parking Spaces for Disabled Persons) and/or the Visitors' Parking Spaces (among which the spaces Nos. V1, V10 and V17 on the Basement 3 Floor of the Development are also Residential Parking Spaces for Disabled Persons) are located;
- (j) passages, entrances, walkways, stairways, fence wall, air ducts, pressurized staircase air ducts, pipe ducts, electrical room, electricity meter room, extra-low voltage room, switch room, low-voltage switch room, smoke extraction fan room, carpark fan room, staircase pressurization fan room, refuse storage and material recovery chamber, master water meter room, emergency vehicular access, fire control center, street fire hydrant pump and tank room, street fire hydrant tank, sprinkler tank for basement & podium (excluding (i) those forming part of the Car Park Common Areas, (ii) those forming part of the High-rise Buildings Common Areas, (iii) those forming part of the Low-rise Buildings Common Areas and (iv) those forming part of the Units);
- (k) fireman's lift lobby(ies) (excluding those forming part of the High-rise Buildings Common Areas and the Low-rise Buildings Common Areas) and protected lobby(ies) to a required staircase (excluding those forming part of the High-rise Buildings Common Areas and the Low-rise Buildings Common Areas); and
- (l) AMR RM. FOR RETAIL (automatic meter reading room for retail), and AMR RM. FOR (TOWER 3A, 3B & TOWER 5) (automatic meter reading room for (TOWER 3A, 3B & TOWER 5)), but for the avoidance of doubt, excluding the AMR Outstation(s);

and such areas within the meaning of "common parts" as defined in Section 2 of the Ordinance and any such areas specified in Schedule 1 to the Ordinance (unless they are specified or designated in an instrument registered in the Land Registry as being for the exclusive use, occupation or enjoyment of an Owner),

but shall exclude the Residential Common Areas, Low-rise

Buildings Common Areas, High-rise Buildings Common Areas and Car Park Common Areas.

Development Common Areas are for the purpose of identification shown coloured Indigo and Indigo Honey Hatched Black 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 lightning conductor, mobile phone antenna, aerials, communal television and radio serial systems, drains, channels, water mains, sewers, and drainage connection, wires, cables and other facilities (whether ducted or otherwise, which are or at any time may be in, under or over or passing through the Land through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development), trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, artificial lighting and backup emergency systems for staircases, fire prevention and fighting equipment and apparatus, security systems and apparatus, the refuse collection system, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development which are (if and where capable of being shown on plans) for the purposes of identification shown coloured Indigo and Indigo Honey Hatched Black on the plans (certified as to their accuracy by the Authorized Person) annexed hereto. For the avoidance of doubt, the Development Common Facilities shall exclude the AMR Outstation(s).

“Edged Blue Area”

means the Edged Blue Area as defined in Special Condition No.(2)(e) of the Government Grant.

“Fire Safety
Management Plan”

means the fire safety management plan of the Open Kitchen Units of the Development, a copy of which is to be deposited at the management office of the Development pursuant to the provisions of this Deed. As at the date of this Deed, the Fire Safety Management Plan includes, without limitation, those requirements set out in the Fifth Schedule hereto.

“Fitting Out Rules”

means the rules regulating the fitting out of the Non-industrial Portion as made, revoked, amended and supplemented by the Manager from time to time pursuant to the provisions of this Deed.

“Flat”

means any of the flats within the High-rise Buildings of the Development designated for private residential use and more

particularly described in the Second Schedule and the Third Schedule hereto, including but not limited to:

- (a) the openable windows of the curtain wall system wholly enclosing or fronting the Flat;
- (b) balcony (if any), utility platform (if any), verandah (if any), private flat roof (if any) and/or private roof (if any) held with and forming part of such Flat, and the false ceilings of the balcony (if any), utility platform (if any) and/or verandah (if any), and the aluminum grilles adjoining the false ceilings at the balcony (if any), utility platform (if any) and/or verandah (if any);
- (c) glass balustrade (if any), metal balustrade (if any) and/or railings (if any) enclosing the balcony (if any), utility platform (if any) and/or verandah (if any) held with and forming part of the Flat;
- (d) the interior surface(s) of parapet wall(s) (if any) and/or fence wall(s) (if any) enclosing the private flat roof (if any) and/or private roof (if any) held with and forming part of the Flat and facing such private flat roof (if any) and/or private roof (if any);
- (e) private lift lobby(ies) (if any);
- (f) air-conditioning plant room(s) (if any);
- (g) (where a Flat (“the first-mentioned Flat”) has a common wall or a common partition wall or a common fence wall or a common parapet wall which separates it from the adjoining Flat) the inner half of the common wall (being neither load bearing walls nor structural supports) facing the first-mentioned Flat or (as the case may be) the inner half of the common partition wall (being neither load bearing walls nor structural supports) facing the first-mentioned Flat or (as the case may be) the inner half of the common fence wall (being neither load bearing walls nor structural supports) facing the first-mentioned Flat or (as the case may be) the inner half of the common parapet wall (being neither load bearing walls nor structural supports) facing the first-mentioned Flat;
- (h) the floor slabs (and in the event the floor slab is separating the Flat from other part or parts of the Development, the upper half of such floor slab) and ceiling slabs (and in the event the ceiling slab is separating the Flat from other part or parts of the Development, the lower half of such ceiling slab) of or within the Flat;
- (i) (where a wall / fence / fence wall / parapet wall separates (i) the private roof held with and forming part of a Flat from (ii) any

Common Areas) the interior surface of such wall / fence / fence wall / parapet wall held with and forming part of the Flat and facing such private roof;

- (j) acoustic window (baffle type), acoustic door (baffle type), fixed glazing (with or without maintenance window), utility platform with auto-closing door (being part of the Approved Noise Mitigation Measures) held with and forming part of the Flat;
- (k) and all waterproofing membranes which are installed mainly for protection of the Flat or any part thereof and enclosing the Flat or any part thereof (to the extent that such membrane(s) is/are not located underneath the roof(s) of the High-rise Buildings); and
- (l) all glazing, window panes, window frames (including the glazing, window panes and window frames of the openable windows installed in a curtain wall system), doors, door frames, louvers, louver frames and internal finishes of such a Flat (or of any balcony, utility platform, verandah, private flat roof, private roof or air-conditioning plant room(s) held with and forming part of such Flat).

“gondola(s)” means any 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 the High-rise Buildings and the Recreational Facilities and Areas and includes all lifting appliances, lifting gears counterweights, ballasts, outriggers, other supports and the whole of the mechanical and electrical apparatus required in connection with the operation and safety of such working platform(s).

“Government” means the Government of Hong Kong.

“Government Grant” means the Agreement and Conditions of Sale registered in the Land Registry as Conditions of Sale No.20348 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 in and of the Development which are exempted from the calculation of gross floor area or site coverage or both by the Building Authority and the Director of Lands and which comprise (i) non-structural prefabricated external walls (which are, for the purpose of identification, shown in Orange dotted line on the plans (certified as to their accuracy by the Authorized Person) annexed hereto), (ii) balconies, (iii) utility platforms, and (iv) Wider Common Corridor(s) and Lift Lobby(ies).

- “Greenery Area” means the areas landscaped in accordance with Special Condition No.(10)(a)(v) of the Government Grant which said areas so landscaped as aforesaid include, without limitation, the greenery areas which are for the purpose of identification shown coloured Yellow Honey Hatched Black and Indigo Honey Hatched Black on the plans (certified as to their accuracy by the Authorized Person) annexed hereto (such greenery areas, so shown as aforesaid, being referred to as “Greenery Areas”). For the avoidance of doubt, the Greenery Areas include, without limitation, vertical green which is for the purpose of identification shown in Cyan dotted line on the OVERALL GROUND FLOOR PLAN (Drawing No. DMC-004) and OVERALL 1/F PLAN (TOWER 1 – TOWER 8), & 1/F (MANSION A, MANSION B, MANSION C) (Drawing No. DMC-005) annexed hereto (certified as to their accuracy by the Authorized Person).
- “Guard Houses” means the guard houses which are for the purpose of identification shown coloured Indigo and marked “GUARD HOUSE” on the OVERALL GROUND FLOOR PLAN (Drawing no. DMC-004) (certified as to its accuracy by the Authorized Person) annexed hereto.
- “High-rise Building(s)” means the building or building(s) in the Development containing, inter alia, the Flats, which said building(s) is/are shown, for identification purpose, as TOWER 1, TOWER 2, TOWER 3A, TOWER 3B, TOWER 5, TOWER 6 and TOWER 8 on the plans (certified as to their accuracy by the Authorized Person) annexed hereto.
- “High-rise Buildings Common Areas” means all those areas or parts of the Land and the Development, the right to the use of which is designated for common use and benefit of the Owners and occupiers of the 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 and which, without limiting the generality of the foregoing, include:
- (a) external walls of the High-rise Buildings (including the curtain wall system (except the openable windows of the curtain wall system wholly enclosing or fronting a Flat which said openable windows shall form part of the relevant Flat));
 - (b) lifts, lift lobbies (other than those private lift lobbies forming part of Flats or Mansion Units and those being fireman’s lift lobbies as referred to in item (j) of this definition) and staircases;
 - (c) hard paved refuge roof;
 - (d) glass balustrade (if any), metal balustrade (if any) and/or railings

- (if any) enclosing the private flat roof (if any) and/or private roof (if any) held with and forming part of the Flat;
- (e) parapet wall(s) (if any) and/or fence wall(s) (if any)) enclosing the private flat roof (if any) and/or private roof (if any) held with and forming part of the Flat (excluding the interior surface(s) of such parapet wall(s) (if any) and/or fence wall(s) (if any) facing such private flat roof (if any) and/or private roof (if any) (which interior surface(s) form(s) part of the Flat));
- (f) the waterproofing membrane(s) underneath the roof(s) of the High-rise Buildings;
- (g) Caretakers Counters (excluding those forming part of the Residential Common Areas);
- (h) A/C plant room (air-conditioning plant room) (other than those air-conditioning plant rooms forming part of the Flats) (which are for the purpose of identification shown coloured Violet and respectively marked “A/C PLANT RM.” on the TOWER 6 & TOWER 8 3/F FLOOR PLAN (Drawing No. DMC-017), TOWER 6 & TOWER 8 5/F-20/F FLOOR PLAN (Drawing No. DMC-017A) and TOWER 6 & TOWER 8 21/F-37/F FLOOR PLAN (Drawing No. DMC-017B) (certified as to their accuracy by the Authorized Person) annexed hereto) (being part of the non-essential plant rooms) and their associated pipe ducts;
- (i) Wider Common Corridor(s) and Lift Lobby(ies);
- (j) fireman’s lift lobby(ies) (excluding those forming part of the Development Common Areas and the Low-rise Buildings Common Areas) and protected lobby(ies) to a required staircase (excluding those forming part of the Development Common Areas and the Low-rise Buildings Common Areas);
- (k) T.B.E. RM. (telecommunications and broadcasting equipment room) for TOWER 1, T.B.E. RM. (telecommunications and broadcasting equipment room) for TOWER 2, T.B.E. RM. (telecommunications and broadcasting equipment room) for TOWER 3A & 3B, T.B.E. RM. (telecommunications and broadcasting equipment room) for TOWER 5, T.B.E. RM. (telecommunications and broadcasting equipment room) for TOWER 6, and T.B.E. RM. (telecommunications and broadcasting equipment room) for TOWER 8; and
- (l) fire service and sprinkler tank and pump room for TOWER 3, fire service and sprinkler tank and pump room for TOWER 5, high-rise residential entrance lobbies, walkways, corridors and

passages, A/C platform (air-conditioning platform), refuse storage and material recovery room, exhaust fan room for refuse storage and material recovery room, electrical meter room, water meter cabinet, pipe ducts, lift shaft, potable water pump room, flushing pump room, cable riser room, lift machine room, electrical room, architectural fins enclosing pipework with CCTV;

and such areas within the meaning of “common parts” as defined in Section 2 of the Ordinance and any such areas specified in Schedule 1 to the Ordinance (unless they are specified or designated in an instrument registered in the Land Registry as being for the exclusive use, occupation or enjoyment of an Owner),

but shall exclude the Development Common Areas, Residential Common Areas, Low-rise Buildings Common Areas and Car Park Common Areas.

High-rise Buildings Common Areas are for the purpose of identification shown coloured Violet and Violet Cross-hatched Black on the plans (certified as to their accuracy by the Authorized Person) annexed hereto.

“High-rise Buildings Common Facilities”

means all those installations and facilities in the High-rise Buildings 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 are not limited to aerial broadcast distribution or telecommunication network facilities, drains, channels, water tanks, ducting, pipes, cables, wiring, plant and machinery, air-conditioning and ventilation system, electrical installations, fittings, equipment and apparatus, lifts, fire fighting installations and equipment, security systems and apparatus.

“Hong Kong”

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

“House Rules”

means the rules which have been or may be made from time to time 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.

“Land”

means all that piece or parcel of land registered in the Land Registry as NEW KOWLOON INLAND LOT NO.6553.

“Low-rise
Buildings Common
Areas”

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

- (a) staircases and landings within the Mansions which are for the purpose of identification shown coloured Green on the plans (certified as to their accuracy by the Authorized Person) annexed hereto;
- (b) such portion of the external walls (including curtain wall system) not forming part of and/or not exclusively serving any Mansion Unit;
- (c) such portion of the water-proofing membrane located underneath that roofs covering the Low-rise Buildings Common Areas;
- (d) fireman’s lift lobby(ies) (excluding those forming part of the Development Common Areas and the High-rise Buildings Common Areas) and protected lobby(ies) to a required staircase (excluding those forming part of the Development Common Areas and the High-rise Buildings Common Areas);
- (e) the enclosing structure(s) (which include, without limitation, glass balustrade (if any), metal balustrade (if any), railings (if any), parapet wall(s) (if any) and/or fence wall(s) (if any)) enclosing the private garden (if any) and/or swimming pool (if any) held with and forming part of the Mansion Unit (excluding (1) the interior surface(s) of parapet wall(s) (if any) and/or fence wall(s) (if any) facing such private garden (if any) and/or swimming pool (if any) (which interior surface(s) of such parapet wall(s) (if any) and/or fence wall(s) (if any) form(s) part of the Mansion Unit) and (2) the glass balustrade (if any) which separates (i) the Residential Common Areas from (ii) the private garden (if any) and/or swimming pool (if any) held with and forming part of the Mansion Unit known as “Villa 8” and located on 3/F of such Mansion Unit (which glass balustrade forms part of the Residential Common Areas));
- (f) parapet wall(s) (if any) and/or fence wall(s) (if any) enclosing the Private Flat Roof of Villa 2 on 3/F (excluding the interior surface(s) of such parapet wall(s) (if any) and/or fence wall(s) (if any) facing the Private Flat Roof of Villa 2 on 3/F (which interior surface(s) of such parapet wall(s) (if any) and/or fence wall(s) (if any) form(s) part of the Mansion Unit known as

“Villa 2”); and

(g) FS tank and pump room (fire services tank and pump room);

and such areas within the meaning of “common parts” as defined in Section 2 of the Ordinance and any such areas specified in Schedule 1 to the Ordinance (unless they are specified or designated in an instrument registered in the Land Registry as being for the exclusive use, occupation or enjoyment of an Owner),

but shall exclude the Residential Common Areas, Development Common Areas, High-rise Buildings Common Areas and Car Park Common Areas.

Low-rise Buildings 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.

“Low-rise
Buildings Common
Facilities”

means all those installations and facilities in the Low-rise Buildings Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Mansion Units and not for the exclusive use or benefit of any individual Owner of a Mansion Unit or the Development as a whole and which, without limiting the generality of the foregoing, include but are not limited to aerial broadcast distribution or telecommunication network facilities, drains, channels, water tanks, ducting, pipes, cables, wiring, plant and machinery, air-conditioning and ventilation system, electrical installations, fittings, equipment and apparatus, lifts, fire fighting installations and equipment, security systems and apparatus.

“maintain”

means to 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.

“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.
- “Mansion” means any of the low-rise buildings/mansions in the Development which are known as “Mansion A (Harbour Light)”, “Mansion B (Harbour Breeze)” and “Mansion C (Harbour Wave)” and “Mansions” shall be construed accordingly.
- “Mansion Unit” means any of the residential units known as “Villa 1”, “Villa 2”, “Villa 3”, “Villa 5”, “Villa 6” and “Villa 8” within the Mansions of the Development designated for private residential use and more particularly described in the Second Schedule and the Third Schedule hereto, including but not limited to:
- (a) external walls (including curtain wall system) enclosing those parts forming part of and/or exclusively serving the Mansion Unit;
 - (b) (where a Mansion Unit (“the first-mentioned Mansion Unit”) has a common wall or a common fence wall or a common parapet wall which separates it from the adjoining Mansion Unit) 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 Mansion Unit (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 Mansion Unit);
 - (c) the Void(s) (if any);
 - (d) private garden(s) (if any), swimming pool(s) (if any), balcony(ies) (if any), private flat roof (if any), private roof (if any) and/or utility platform (if any) held with and forming part of such Mansion Unit;
 - (e) the interior surface(s) of the parapet wall(s) (if any) and/or fence wall(s) (if any) enclosing the private garden (if any) and/or swimming pool (if any) held with and forming part of the Mansion Unit and facing such private garden (if any) and/or

swimming pool (if any);

- (f) (applicable to the Mansion Unit known as “Villa 2” only) the interior surface(s) of parapet wall(s) (if any) and/or fence wall(s) (if any) enclosing the Private Flat Roof of Villa 2 on 3/F facing the Private Flat Roof of Villa 2 on 3/F;
- (g) the enclosing structure(s) (which include, without limitation, glass balustrade (if any), metal balustrade (if any), railings (if any), parapet wall(s) (if any) and/or fence wall(s) (if any)) enclosing the private flat roof(s) (if any) (save and except the Private Flat Roof of Villa 2 on 3/F) and/or private roof(s) (if any) and/or balcony(ies) and/or utility platform(s) held with and forming part of the Mansion Unit;
- (h) all waterproofing membranes which are installed mainly for protection of the Mansion Unit or any part thereof and enclosing the Mansion Unit or any part thereof (to the extent that such membrane(s) is/are not located underneath the roof(s) covering the Low-rise Buildings Common Areas);
- (i) private lift lobby(ies) (if any) and lift(s) (if any) and lift shaft(s) (if any);
- (j) T.B.E. RM. (telecommunications and broadcasting equipment room) (if any), W.M.C. (water meter cabinet) (if any), and E.L. room (electrical room) (if any) exclusively serving the Mansion Unit;
- (k) staircases (if any) and landings (if any) of the Mansion Unit; and
- (l) any columns, beams and slabs (being neither load-bearing nor structural supports) of the Mansion Unit.

“NIA” means the noise impact assessment in respect of the Development as referred to in Special Condition No.(42)(a) of the Government Grant.

“Non-enclosed Areas” means (a) balconies of the Residential Units (which are shown coloured Hatched Black and marked “BAL.” on the plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto) and (b) utility platforms of the Residential Units (which are shown coloured Stippled Black and marked “U.P.” on the plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto) in respect of which (a) and (b) covenants and provisions in respect thereof are contained in Clause 8 of Subsection B of Section V.

“Non-industrial
Portion”

means the Non-industrial Portion as referred to in Special Condition No.(19)(a)(i) of the Government Grant. For the purpose of identification, the Non-industrial Portion is shown coloured Red on the plans (certified as to their accuracy by the Authorized Person) annexed hereto. Without limiting the generality of the foregoing, the Non-industrial Portion includes:

- (a) the Commercial Parking Spaces (which, for the avoidance of doubt, include the Commercial Parking Spaces for Disabled Persons);
- (b) the Commercial Motor Cycle Parking Space;
- (c) the Commercial Loading and Unloading Spaces;
- (d) the Public Passage Areas and the Additional Public Passage Areas (both of which are for the purpose of identification shown coloured Red and within the areas as shown edged Green lines on the OVERALL GROUND FLOOR PLAN (Drawing No. DMC-004) (certified as to its accuracy by the Authorized Person) annexed hereto);
- (e) the signage area(s) referred to in Clause 11(c) of Section II of this Deed;
- (f) plant and machine rooms, T.B.E. rooms (telecommunications and broadcasting equipment rooms), water tanks and other ancillary premises exclusively serving the Non-industrial Portion;
- (g) awning and shading devices provided in accordance with Special Condition Nos.(10)(a)(viii)(VI) and (10)(a)(xi)(III) of the Government Grant exclusively serving the Non-industrial Portion;
- (h) external walls of the Non-industrial Portion;
- (i) all fixtures, fittings, systems, equipment, facilities, conduits, machine and plant exclusively serving the Non-industrial Portion; and
- (j) columns, beams and slabs (being neither load bearing walls nor structural supports) and other structural elements and supports of the Non-industrial Portion.

“Occupation
Permit”

means an Occupation Permit (including a temporary Occupation Permit) relating to the Development issued by the Building Authority.

- “Open Kitchen” means the open kitchen (if any) provided within a Residential Unit, and such open kitchen is for the purpose of identification shown and marked “O. KIT.” on the plans (certified as to their accuracy by the Authorized Person) annexed hereto.
- “Open Kitchen Unit” means a Residential Unit with an Open Kitchen.
- “Ordinance” means the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong).
- “Owner” means each person in whom for the time being any Undivided Share is vested and who 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 are 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 for the purpose of identification shown coloured Indigo and marked “OWNER’S COMMITTEE OFFICE” on the OVERALL GROUND FLOOR PLAN (Drawing No. DMC-004) (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 Spaces for Disabled Persons” means the spaces (each of which including electric vehicle charging facilities serving exclusively such space) 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)(c)(i) of the Government Grant.

Parking Spaces for Disabled Persons comprise:

- (i) spaces Nos. V1, V10 and V17 on the Basement 3 Floor of the Development which are for the purpose of identification shown coloured Yellow and marked “V1”, “V10” and “V17” on the BASEMENT 3 FLOOR PLAN (Drawing No.

DMC-001) (certified as to its accuracy by the Authorized Person) annexed hereto (which are referred to as “Residential Parking Spaces for Disabled Persons”); and

- (ii) spaces Nos. C1 and C2 on the Basement 3 Floor of the Development which are for the purpose of identification shown coloured Red and marked “C1” and “C2” on the BASEMENT 3 FLOOR PLAN (Drawing No. DMC-001) (certified as to its accuracy by the Authorized Person) annexed hereto (which are referred to as “Commercial Parking Spaces for Disabled Persons”).

“Pedestrian Street” means the pedestrian street shown and marked “PEDESTRIAN STREET” on the plan annexed to the Government Grant as referred to in Special Condition No.(12)(a)(i) of the Government Grant.

“person” means a natural person, a legal person, a body corporate or unincorporated or other judicial person, partnership, firm, joint venture or trust.

“Pink Circled Black Areas” means the areas shown coloured pink circled black on the plan annexed to the Government Grant as referred to in Special Condition No.(10)(a)(viii)(VI) of the Government Grant.

“Pink Hatched Black Areas” means the areas shown coloured pink hatched black on the plan annexed to the Government Grant as referred to in Special Condition No.(10)(a)(v)(I)(C) of the Government Grant.

“Pink Hatched Black Stippled Black Area” means the area shown coloured pink hatched black stippled black on the plan annexed to the Government Grant as referred to in Special Condition No.(10)(a)(v)(I)(C) of the Government Grant.

“Private Flat Roof of Villa 2 on 3/F” means the private flat roof held with and forming part of the Mansion Unit known as “Villa 2” and located on 3/F of such Mansion Unit, which private flat roof is for the purpose of identification marked “PRIVATE FLAT ROOF” on the MANSION A, MANSION B & MANSION C 3/F PLAN (Drawing No. DMC-021) (certified as to its accuracy by the Authorized Person) annexed hereto.

“Proposed Road D3” means the proposed road adjacent to the Land shown and marked “Proposed Road D3” on the plan annexed to the Government Grant as referred to in Special Condition No.(12)(c) of the Government Grant.

“Proposed Road L12A” means the proposed road adjacent to the Land shown and marked “Proposed Road L12A” on the plan annexed to the Government Grant as referred to in Special Condition No.(12)(c) of the Government Grant.

- “Protection Zone” means the Protection Zone as defined in Special Condition No.(2)(e) of the Government Grant.
- “Public Passage Areas” means the Public Passage Areas as defined in Special Condition No.(11)(b) of the Government Grant.
- “RCHD” means residential care home for PWDs as defined in the Residential Care Homes (Persons with Disabilities) Ordinance (Chapter 613 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation.
- “RCHE” means residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Chapter 459 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation.
- “Recreational Facilities and Areas” means all recreational facilities and other areas or facilities provided within the Development in accordance with Special Condition No.(14) of the Government Grant for use by the residents of the Residential Units and their bona fide visitors for recreational purposes including, but not limited to, clubhouse lobby, clubhouse lift lobby, swimming pool filtration plant room, indoor swimming pool, jacuzzi, pool deck, fan room, electrical room, extra-low voltage room, PAU room for clubhouse (primary air unit room for clubhouse), and VRF for clubhouse (variable refrigerant flow for clubhouse). For the purpose of identification, the Recreational Facilities and Areas are shown coloured Yellow Cross-hatched Black on the plans (certified as to their accuracy by the Authorized Person) annexed hereto.
- “Reserved Area” means the stratum of land excepted and reserved unto the Government as referred to in Special Condition No.(2)(a) of the Government Grant.
- “Residential Common Areas” means all those areas or parts of the Land and the Development, the right to the use of which is designated 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 and which, without limiting the generality of the foregoing, include:
- (a) Bicycle Parking Spaces;
 - (b) Recreational Facilities and Areas;
 - (c) Residential Loading and Unloading Spaces;
 - (d) Visitors’ Parking Spaces (among which the spaces Nos. V1, V10 and V17 on the Basement 3 Floor of the Development are also

Residential Parking Spaces for Disabled Persons);

- (e) external walls of the Recreational Facilities and Areas;
- (f) the Greenery Areas (which, for the avoidance of doubt, include the green roofs (refuge roofs) but exclude those Greenery Areas forming part of the Development Common Areas);
- (g) Caretakers Counters (excluding those forming part of the High-rise Buildings Common Areas);
- (h) covered landscape areas;
- (i) plinths for gondola(s);
- (j) the glass balustrade (if any) which separates (i) the Residential Common Areas from (ii) the private garden (if any) and/or swimming pool (if any) held with and forming part of the Mansion Unit known as “Villa 8” and located on 3/F of such Mansion Unit;

and such areas within the meaning of “common parts” as defined in Section 2 of the Ordinance and any such areas specified in Schedule 1 to the Ordinance (unless they are specified or designated in an instrument registered in the Land Registry as being for the exclusive use, occupation or enjoyment of an Owner),

but shall exclude the Development Common Areas, Low-rise Buildings Common Areas, High-rise Buildings Common Areas and Car Park Common Areas.

Residential Common Areas are for the purpose of identification shown coloured Yellow, Yellow Cross-hatched Black and Yellow Honey Hatched 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 are not limited to gondola(s), aerial broadcast distribution or telecommunication network facilities, drains, channels, water tanks, ducting, pipes, cables, wiring, plant and machinery, air-conditioning and ventilation system, electrical installations, fittings, equipment and apparatus, lifts, fire fighting installations and equipment, security systems and apparatus.

“Residential Loading and Unloading Spaces”

means the 6 loading and unloading spaces provided within the Development in accordance with Special Condition No.(25)(a)(i) of the Government Grant, which are for the purpose of identification shown coloured Yellow and marked “L4”, “L5”, “L6”, “L7”, “L8” and “L9” on the BASEMENT 3 FLOOR PLAN (Drawing No. DMC-001) (certified as to its accuracy by the Authorized Person) annexed hereto.

“Residential Motor Cycle Parking Spaces”

means the 6 motor cycle parking spaces (each of which including electric vehicle charging facilities serving exclusively such space) provided in accordance with Special Condition No.(24)(d)(i)(I) of the Government Grant which are, for the purpose of identification, shown and marked “M1”, “M2”, “M3”, “M5”, “M6” and “M7” on the BASEMENT 2 FLOOR PLAN (Drawing No. DMC-002) (certified as to its/their accuracy by the Authorized Person) annexed hereto, and each space shall be a space shown on the approved car park layout plan under Special Condition No.(30) of the Government Grant. “Residential Motor Cycle Parking Space” shall be construed accordingly.

“Residential Parking Spaces”

means the 373 parking spaces (each of which including electric vehicle charging facilities serving exclusively such space) provided in accordance with Special Condition No.(24)(a)(i) of the Government Grant which are, for the purpose of identification, shown and marked “3001” to “3003”, “3005” to “3013”, “3015” to “3023”, “3025” to “3033”, “3035” to “3039”, “3050” to “3053”, “3055” to “3063”, “3065” to “3073”, “3075” to “3083”, “3085” to “3093”, “3095” to “3103” and “3105” to “3112” on the BASEMENT 3 FLOOR PLAN (Drawing No. DMC-001), “2001” to “2003”, “2005” to “2013”, “2015” to “2023”, “2025” to “2033”, “2035” to “2039”, “2050” to “2053”, “2055” to “2063”, “2065” to “2073”, “2075” to “2083”, “2085” to “2093”, “2095” to “2103”, “2105” to “2113”, “2115” to “2123”, “2125” to “2133”, “2135” to “2139”, “2150” to “2153”, “2155” to “2163”, “2165” to “2173”, “2175” to “2183” and “2185” to “2187” on the BASEMENT 2 FLOOR PLAN (Drawing No. DMC-002) and “1001” to “1003”, “1005” to “1013”, “1015” to “1023”, “1025” to “1033”, “1035” to “1039”, “1050” to “1053”, “1055” to “1063”, “1065” to “1073”, “1075” to “1083”, “1085” to “1093”, “1095” to “1103”, “1105” to “1113”, “1115” to “1123”, “1125” to “1133”, “1135” to “1139”, “1150” to “1153”, “1155” to “1163”, “1165” and “1166” on the BASEMENT 1 FLOOR PLAN (Drawing No. DMC-003) (certified as to their accuracy by the Authorized Person) annexed hereto, and each space shall be a space shown on the approved car park layout plan under Special Condition No.(30) of the Government Grant. “Residential Parking Space” shall be construed accordingly.

“Residential Unit”

means a Mansion Unit or a Flat.

“Slopes and Retaining Walls”	means as defined in Clause 38(a) of Subsection A of Section V.
“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 and non-recurring nature for the purpose of paragraph 4 of Schedule 7 to the Ordinance.
“Transformer Room”	means all transformer room(s) within the Land (i.e., (a) the “TX Room (1)” and “TX Room (2)” both shown coloured Indigo and identified on the plan (Drawing No. DMC-004) (certified as to its accuracy by the Authorized Person) annexed hereto and (b) the “TX Room (3)” shown coloured Indigo and identified on the plan (Drawing No. DMC-005) (certified as to its accuracy by the Authorized Person) annexed hereto) including ventilation system(s), building services, main walls, cable entry facilities, structures for cable ducts/troughs/raisers/draw pits and meter boards serving the transformer room(s).
“Underground DCS Facilities”	means the Underground DCS Facilities as defined in Special Condition No.(2)(a) of the Government Grant.
“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.
“Visitors’ Parking Spaces”	means the 15 spaces (each of which including electric vehicle charging facilities serving exclusively such space) for the parking of motor vehicles referred to in Special Condition No.(24)(a)(iii) of the Government Grant (among which, for the avoidance of doubt, Visitors’ Parking Spaces shown coloured Yellow and marked “V1”, “V10” and “V17” on the BASEMENT 3 FLOOR PLAN (Drawing No. DMC-001) (certified as to its accuracy by the Authorized Person) annexed hereto are also Residential Parking Spaces for Disabled Persons). For the purpose of identification, the Visitors’ Parking Spaces are shown coloured Yellow and marked “V1”, “V2”, “V3”, “V5”, “V6”, “V7”, “V8”, “V9”, “V10”, “V11”, “V12”, “V13”, “V15”, “V16” and “V17” on the BASEMENT 3 FLOOR PLAN (Drawing No. DMC-001) (certified as to its accuracy by the Authorized Person) annexed hereto. “Visitors’ Parking Space” shall be construed accordingly.

“Void(s)”	means the areas of the void(s) within the Mansion Unit known as “Villa 1” which areas are exempted from the calculation of gross floor area. For the purpose of identification, the Void is shown Cross-hatched Black on the plan(s) (certified as to its/their accuracy by the Authorized Person) annexed hereto.
“Watchmen’s Quarters”	means the watchmen’s quarters which is for the purpose of identification shown coloured Indigo and marked “WATCHMEN QUARTER” on the OVERALL GROUND FLOOR PLAN (Drawing No. DMC-004) (certified as to its accuracy by the Authorized Person) annexed hereto.
“Wider Common Corridor(s) and Lift Lobby(ies)”	means the wider common corridor(s) and lift lobby(ies) which is/are for the purpose of identification shown coloured Violet Cross-hatched Black on the plans (certified as to their accuracy by the Authorized Person) annexed hereto.
“Works and Installations”	means as defined in Clause 10(a) of Section X.
“Yellow Hatched Black Area”	means the area shown coloured yellow hatched black on the plan annexed to the Government Grant as referred to in Special Condition No.(1)(b) of the Government Grant.

**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.
 - (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall not be sold, assigned, mortgaged, charged,

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

- (b) The right to the exclusive use, occupation and enjoyment of any private garden(s), swimming pool(s), balcony(ies), private flat roof(s), private roof(s), utility platform(s), private lift lobby(ies) and/or lift(s) shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Mansion Unit with which such private garden(s), swimming pool(s), balcony(ies), private flat roof(s), private roof(s), utility platform(s), private lift lobby(ies) and/or lift(s) are held.
- (c) The right to the exclusive use, occupation and enjoyment of any balcony, utility platform, verandah, private flat roof, private roof, private lift lobby and/or air-conditioning plant room shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Flat with which such balcony, utility platform, verandah, private flat roof, private roof, private lift lobby and/or air-conditioning plant room are held.
- (d) Residential Parking Spaces and Residential Motor Cycle Parking Spaces shall not be:
 - (i) 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
 - (ii) 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 Residential Motor Cycle Parking Spaces 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 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 and shall apply notwithstanding any provisions to the contrary contained in this Deed 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:

- (a) 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 or without all necessary equipment, plants 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 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 to carry out such works shall extend equally to all contractors, agents, workers and other persons authorized by the First Owner. The First Owner in pursuance of such work may from time to time issue in writing to the Owners instructions as to the areas or parts of the Land that the Owners his/their servants, agents or licensees may or may not use or have access to or over while such works are being carried out Provided that:
- (i) 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 sub-clause (a);
 - (ii) the First Owner shall ensure that the least disturbance and inconvenience will be caused to any Owner or any occupier of a Unit; and
 - (iii) the exercise of the rights under this sub-clause (a) shall not interfere with any other Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict access to and from his Unit.
- (b) 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 (excluding the Non-industrial Portion) owned by the First Owner which has/have 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 but where the Director of Lands is satisfied that such supplemental deed or sub-deed or sub-deeds of mutual covenant relate(s) only to the internal sub-division of an existing Unit and by that supplemental deed or sub-deed or sub-deeds of mutual covenant there will be no alteration to the Common Areas or liability for management or other charges under this Deed, the Director of Lands may, in its absolute discretion, waive the requirement of approval of such supplemental deed or sub-deed or sub-deeds of mutual covenant.
- (c) The exclusive, full and unrestricted right and privilege from time to time to

designate and/or re-designate the unit numbering of any part of the Development vested in the First Owner provided that prior written approval of the Building Authority has been obtained and provided further that the exercise of the right and privilege of such designation and/or re-designation (i) shall not cause any damage or loss to any other parts of the Development and the Owners thereof and (ii) shall not interfere with the other Owners' sole and exclusive right and privilege to hold, use, occupy and enjoy their respective Units.

- (d) 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.
- (e) 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 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.
- (f) 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 (excluding the Non-industrial Portion or any part thereof) to be additional Residential

Common Areas or Low-rise Buildings Common Areas or High-rise Buildings Common Areas or Development Common Areas or Car Park Common Areas whereupon with effect from or for the duration of such designation or declaration 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:

- (i) such designation are for the benefit of all Owners or the relevant Owners and the approval by a resolution of Owners or the relevant Owners at an Owners' meeting convened under this Deed has been obtained; and
 - (ii) the exercise of the rights of the First Owner under this sub-clause (f) 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.
- (g) Subject to the prior written approval of the Owners' Committee or the Owners' Corporation, if formed, 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 any other Owner) to the Government or the public as the case may be and to accept from the Government such land in exchange for or in addition to the Common Areas as the Government shall grant Provided that the exercise of the rights under this sub-clause (g) shall not interfere with any other 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, 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 to the approval of the Director of Lands.
- (h) The right to change, amend, vary, add to or alter the Building Plans existing at the date hereof in respect of the parts of the Development which have not been assigned or sold by the First Owner but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of any relevant government authorities, PROVIDED THAT such change, amendment, variation, addition or alteration shall not interfere with any other Owner's rights to hold, use, occupy and enjoy his Unit or impede the Owner's access to and from his Unit.

- (i) Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the right to affix, maintain, alter, renew and remove any masts, aerials, antennae, satellite dish, cables, telecommunication system, lightning conductors, lighting, chimneys, flues, pipes or any other structures, facilities and other fixtures of whatsoever kind on or within any part or parts of the Common Areas and Facilities and such other areas of the Development in respect of which the exclusive right to hold, use, occupy and enjoy has not been sold or assigned PROVIDED THAT (i) they shall not interfere with the use and enjoyment by other Owners and occupiers of the Units owned or occupied by them; and (ii) such mast, aerial, antennae, satellite dish, cables, telecommunication system, lightning conductor, lighting, chimneys, flues, pipes or any other structures, facilities or other fixtures shall be for the common use and enjoyment of all the Owners entitled to use such Common Areas and Facilities and any consideration received therefor shall be credited to the Special Fund for the benefit of all the Owners.
- (j) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed and subject to the Government Grant, the right to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as the First Owner shall deem appropriate PROVIDED THAT the exercise of this right shall not contravene the provisions of the Government Grant and shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit and any consideration or payment received therefor shall be credited to the Special Fund for the benefit of all the Owners.
- (k) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by modification of the Government Grant or licence for the benefit of the Land and the Development on such terms and conditions and from such persons as the First Owner shall deem fit and all expenses shall be paid out of the management fund.
- (l) The right to change the name of the Development (which name shall not apply to the Non-industrial Portion) at any time and to execute any

documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner upon giving one (1) month's prior written notice to the Owners.

- (m) The right to approve the naming or change of name of the Non-industrial Portion vested in the First Owner at any time and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner upon giving one (1) month's prior written notice to the Owners.
- (n) The right to use any Residential Unit owned by the First Owner which has not been sold or assigned by the First Owner as a show flat in accordance with the Government Grant but shall cause as little disturbance and inconvenience to Owners of other Residential Units as possible when doing so.

9. In connection with the exercise of or incidental to the First Owner's rights mentioned in the preceding Clause 8 of Section II of this Deed, each Owner agrees that the First Owner 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 Fame Well Creation Limited (名氣創建有限公司) (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 the Developer as the First

Owner under Clause 8 of Section II of the Deed of Mutual Covenant incorporating Management Agreement and the Covenantee Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights, liberty and privileges by the Developer.

- (ii) The Covenantee Purchaser hereby appoints the Developer, acting singly, to be its attorney (who may act through such officers or employees as the Developer may from time to time appoint) and grants unto the 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 Covenantee 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 Developer as the First Owner under Clause 8 of Section II of the Deed of Mutual Covenant incorporating Management Agreement as aforesaid and that the Covenantee Purchaser will ratify and confirm all that the 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 Covenantee Purchaser and shall not be revoked by the Covenantee Purchaser or by the death, incapacity or the winding up (as the case may be) of the Covenantee Purchaser.
- (iii) The Covenantee 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 Covenantee Owner set out therein are made directly by the Covenantee Purchaser.
- (iv) The Covenantee 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 Covenantee Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenantee Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenantee Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii), (iii) and (iv) hereinbefore contained.”

11. For the avoidance of doubt and notwithstanding any provisions herein contained, the Owner of the Non-industrial Portion shall have the right at any time(s) and from time to time as he shall think fit to do all or any of the following acts or deeds and to exercise all or any of the following rights:

- (a) The right to designate, re-designate and/or alter the user of the Non-industrial Portion or any part(s) thereof and/or to re-align and/or re-design the components and/or physical layout of the Non-industrial Portion or any part(s) thereof without the concurrence or approval of any other Owners or

other person having an interest in the Land and the Development and no such designation, re-designation, alteration, re-alignment and/or re-designing shall give the other Owners any right of action against such Owner PROVIDED THAT nothing herein shall absolve the Owner of the Non-industrial Portion from the requirements of obtaining, if necessary, the approval of the Director of Lands, the Director of Buildings and/or any other statutory or government authorities pursuant to the Government Grant and/or any applicable ordinances or regulations made thereunder PROVIDED FURTHER THAT the exercise of the right under this sub-clause (a) shall not interfere with any other 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.

- (b) The right to alter, re-arrange and/or demolish the whole of or any part or parts of the Non-industrial Portion or any part(s) thereof and to replace, construct and/or re-construct thereon any structure or component in such manner as such Owner may from time to time think fit without the concurrence or approval of any other Owners PROVIDED THAT nothing herein shall absolve the Owner of the Non-industrial Portion from the requirements of obtaining, if necessary, the approval of the Director of Lands, the Director of Buildings and/or any other statutory or government authorities pursuant to the Government Grant and/or any applicable ordinances or regulations made thereunder and PROVIDED FURTHER THAT the exercise of the right under this sub-clause (b) shall not contravene the terms and conditions contained in the Government Grant PROVIDED FURTHER THAT the exercise of the right under this sub-clause (b) shall not interfere with any other 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.
- (c) Notwithstanding any provisions herein contained, the right at any time and from time to time to install, exhibit, erect and affix signboard(s), signage(s), sign(s), advertising sign(s), banner(s), display(s), name plate(s), lamp plate(s) and advertising structure(s) (whether illuminated or otherwise) (collectively called "Signs") on the signage area(s) which is/are, for identification purpose only, shown coloured Red and marked "SIGNAGE" on the Elevation Plan(s) (Drawings Nos. DMC-024 and DMC-025) (certified as to its/their accuracy by the Authorized Person) annexed hereto in such manner as the Owner of the Non-industrial Portion may from time to time think fit without the concurrence or approval of the other Owners or the Manager PROVIDED THAT:
- (1) Nothing herein shall absolve the Owner of the Non-industrial Portion from the requirements of obtaining, if necessary, the approval of the Director of Lands, the Director of Buildings and/or any other statutory or government authorities pursuant to the Government Grant and/or any applicable ordinances or regulations made thereunder.
 - (2) Detailed specifications, plans and drawings of the Signs and the erection, fixing or installation works thereof (collectively called "Signage Installation Works") shall first be submitted to the Manager

for approval and no Signs shall be erected or affixed or painted and no Signage Installation Works shall be carried out without the prior written approval of the Manager.

- (3) In addition, all other necessary consents and permissions from the relevant government authorities shall first be obtained before commencement of the Signage Installation Works and all relevant laws, regulations and rules in force in Hong Kong from time to time shall be complied with.
 - (4) The Signs and the Signage Installation Works shall not cause any damage to the Development or cause the maximum loading weight of the relevant or any part of the external walls of the Non-industrial Portion to be exceeded or cause any material nuisance to the other Owners and occupiers of the Development or otherwise interfere with the use and enjoyment by the other Owners and occupiers of their Units.
 - (5) The Owner or occupier of the Non-industrial Portion shall insure and keep insured the Signs and the Signage Installation Works owned by him against third party risks or liability in such sum as the Manager shall require and the Owner or occupier of the Non-industrial Portion shall indemnify and keep indemnified the Manager and all other Owners and occupiers of the Development against all losses, damages, liabilities, claims, actions, proceedings, demands, expenses and costs in respect of or arising directly or indirectly from any of the Signage Installation Works and the Signs and/or removal of any of the Signs and any damage caused to any person or property in connection therewith.
 - (6) The Owner and occupier of the Non-industrial Portion shall, at his sole cost and expense, paint, repair, maintain and keep in good clean and safe repair and condition at all times, to the reasonable satisfaction of the Manager, his own external wall spaces and any part thereof and the Signs and any other signs, signboards, advertisements, any supporting frames and structures thereof, and other erections, installations, fixtures or fittings thereto or thereon, and if there shall be any default by the Owner or occupier of the Non-industrial Portion, the Manager, without prejudice to other rights and remedies, shall have the right to carry out all necessary painting, repair and maintenance works at the costs and expenses of the defaulting Owner or occupier of the Non-industrial Portion, and such defaulting Owner or occupier shall bear and pay all such costs and expenses on demand by the Manager.
- (d) The right to solely and exclusively manage the Non-industrial Portion in such manner as the Owner of the Non-industrial Portion may in its absolute discretion think fit (i) subject to the Government Grant and this Deed and (ii) subject to the rights of the Manager under this Deed to manage other part or parts of the Development.

- (e) Subject to the approval of the Manager and the First Owner, the right to change the name of the Non-industrial Portion at any time and to execute any documents in the name of the Owner of the Non-industrial Portion in connection therewith without the necessity of joining in any other Owner upon giving one (1) month's prior written notice to the Owners.

Provided that in the exercise of its rights under this Clause 11 of this Section, the Owner of the Non-industrial Portion shall not interfere with another Owner's exclusive right to hold, use, occupy and enjoy his Unit or impede the access to and from his Unit.

SECTION III – EASEMENTS, RIGHTS AND PRIVILEGES
THE BENEFIT OF WHICH IS HELD WITH EACH UNIT

A. Mansion Units

1. The Owner of a Mansion Unit 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 contained in this Deed 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 and repass, over and along the Low-rise Buildings Common Areas, the Residential Common Areas and the Development Common Areas and to use the Low-rise Buildings Common Facilities, the Residential Common Facilities and the Development Common Facilities for all purposes connected with the proper use and enjoyment of his Mansion Unit.
- (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) and their respective bona fide guests to go, pass and repass, over and along the Car Park Common Areas and to use the Car Park Common Facilities for all purposes connected with the proper use and enjoyment of (i) the Bicycle Parking Spaces and (ii) the electrical cabinet (if any), electrical room (if any), lobby area (if any), telecommunication cabinet (if any) and water meter cabinet (if any) forming part of his Mansion Unit on any of the basement floors (as the case may be).
- (c) 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) and their respective bona fide guests to go, pass and repass, over and along the High-rise Buildings Common Areas and to use the High-rise Buildings Common Facilities for all purposes connected with the proper use and enjoyment of the green roofs (refuge roofs) forming part of the Residential Common Areas which are, for the purpose of identification, shown coloured Yellow Honey Hatched Black and marked “GREEN ROOF (REFUGE ROOF)” on (i) TOWER 1 & TOWER 2 ROOF PLAN (Drawing No. DMC-010), (ii) TOWER 3A & 3B ROOF, INTERMEDIATE ROOF, UPPER ROOF & TOP ROOF PLAN (Drawing No. DMC-014), (iii) TOWER 5 38/F FLOOR PLAN, ROOF, INTERMEDIATE ROOF, UPPER ROOF & TOP ROOF PLAN (Drawing No. DMC-016) and (iv) TOWER 6 & TOWER 8 ROOF & INTERMEDIATE ROOF PLAN (Drawing No. DMC-019) (certified as to their accuracy by the Authorized Person) annexed hereto.
- (d) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development.
- (e) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the

Mansion Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be, in, under or passing through such Mansion Unit or the Development or any part or parts thereof for the proper use and enjoyment of the Mansion Unit owned by the Owner.

- (f) The right for any Owner with or without workmen, plants, 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 Mansion Unit (and those fixtures, fittings, services or facilities which exclusively serve his Mansion Unit, whether or not they are located inside his Mansion Unit) (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby.
- (g) Subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Government Grant, this Deed, the House Rules and the rights of the Manager and the First Owner provided in this Deed), the right for the Owner of a Mansion Unit for the time being, his tenants, servants, agents, lawful occupants and their bona fide visitors (in common with all persons having the like right) to go, pass or repass over and along and to use the Recreational Facilities and Areas for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the House Rules.
- (h) The right to always make use of the Common Areas for the purpose of: (i) escape or seeking refuge in case of a fire or other emergency; or (ii) obtaining access to and from their respective Mansion Units (or parts thereof) or any category of Common Areas which they are entitled to make use of, where such access cannot practically be obtained other than through the Common Areas referred to above.

2. The Owners of the Mansion Units 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

1. 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 contained in this Deed 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 and repass, over and along the High-rise Buildings Common Areas, the Residential Common Areas and the Development Common Areas and to use the High-rise Buildings Common Facilities, the Residential Common Facilities and the Development Common Facilities for all purposes connected with the proper use and enjoyment of his 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) and their respective bona fide guests to go, pass and repass, over and along the Car Park Common Areas and to use the Car Park Common Facilities for all purposes connected with the proper use and enjoyment of the Bicycle Parking Spaces.
- (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, plants, 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 (and those fixtures, fittings, services or facilities which exclusively serve his Flat, whether or not they are located inside 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.
- (f) Subject to payment of the prescribed fees (if any) (but **SUBJECT ALWAYS TO** the provisions of the Government Grant, this Deed, the House Rules and the rights of the Manager and the First Owner provided in this Deed), the right for the Owner of a Flat for the time being, his tenants, servants, agents, lawful occupants and their bona fide visitors (in common with all persons having the like right) to go, pass or repass over and along and to use the Recreational Facilities and Areas for the purposes for which they are designed **PROVIDED THAT** in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the

House Rules.

- (g) The right to always make use of the Common Areas for the purpose of: (i) escape or seeking refuge in case of a fire or other emergency; or (ii) obtaining access to and from their respective Flats (or parts thereof) or any category of Common Areas which they are entitled to make use of, where such access cannot practically be obtained other than through the Common Areas referred to above.

2. 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. Non-industrial Portion

1. The Owner of the Non-industrial Portion 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 contained in this Deed and the Manager:

- (a) Full right and liberty for the Owner for the time being, his tenants, visitors, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go, pass and repass, over and along the Development Common Areas and to use the Development Common Facilities for all purposes connected with the proper use and enjoyment of such Non-industrial Portion.
- (b) Full right and liberty for the Owner for the time being (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 and the Guard Houses.
- (c) 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 and repass, over and along the Car Park Common Areas and to use the Car Park Common Facilities for inspection, maintenance and/or repair of any facilities in the water meter cabinet retail, the electric room for retail and the T.B.E. RM.(commercial) (telecommunications and broadcasting room) all of which forming part of the Non-industrial Portion which are, for the purpose of identification, shown coloured Red and respectively marked "WMC RETAIL" on BASEMENT 1 FLOOR PLAN (Drawing No. DMC-003), "E.L. RM FOR RETAIL" on BASEMENT 1 FLOOR PLAN (Drawing No. DMC-003) and marked "T.B.E. RM. (COMMERCIAL)" on BASEMENT 1 FLOOR PLAN (Drawing No. DMC-003) (certified as to their accuracy by the Authorized Person) annexed hereto.
- (d) The right to subjacent and lateral support and to shelter and protection from

the other parts of the Development.

- (e) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the Non-industrial Portion 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 Non-industrial Portion or the Development or any part or parts thereof for the proper use and enjoyment of the Non-industrial Portion.
- (f) The right for the Owner, with or without workmen, plants, 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 the Non-industrial Portion or any part thereof (and those fixtures, fittings, services or facilities which exclusively serve the Non-industrial Portion, whether or not they are located inside the Non-industrial Portion) (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.
- (g) The right to always make use of the Common Areas for the purpose of: (i) escape or seeking refuge in case of a fire or other emergency; or (ii) obtaining access to and from the Non-industrial Portion (or parts thereof) or any category of Common Areas which the Owner of the Non-industrial Portion is entitled to make use of, where such access cannot practically be obtained other than through the Common Areas referred to above.

2. The Owner of the Non-industrial Portion 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.

3. For the avoidance of doubt, the Owner of the Non-industrial Portion shall have no right to use the Recreational Facilities and Areas.

D. Car Parks

1. 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 contained in this Deed 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 and 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 his Car Park.

- (b) Full right and liberty for the Owner for the time being (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 and the Guard Houses.
- (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, plants, 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 (and those fixtures, fittings, services or facilities which exclusively serve his Car Park, whether or not they are located inside 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.
- (e) The right to always make use of the Common Areas for the purpose of: (i) escape or seeking refuge in case of a fire or other emergency; or (ii) obtaining access to and from their respective Car Parks (or parts thereof) or any category of Common Areas which they are entitled to make use of, where such access cannot practically be obtained other than through the Common Areas referred to above.

2. 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. The aforesaid sentence shall be without prejudice to the rights enjoyed by any Owner who is also the Owner of any other part of the Development *per se*.

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

A. Mansion Units

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 Mansion Unit is held:

- (a) 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 and re-pass over, along and upon each Mansion Unit 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 as little disturbance as possible is caused to the Mansion Units and shall at the Manager's own costs and expense make good any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, its employees and contractors.
- (b) Easements, rights and privileges of the Owners of other Mansion Units under Clause 1 of Subsection A of Section III hereof.
- (c) Easements, rights and privileges of the Owners of the Flats under Clause 1 of Subsection B of Section III hereof.
- (d) Easements, rights and privileges of the Owner of the Non-industrial Portion under Clause 1 of Subsection C of Section III hereof.
- (e) Easements, rights and privileges of the Owners of the Car Parks under Clause 1 of Subsection D of Section III hereof.
- (f) Easements, rights and privileges of the First Owner under Clause 8 of Section II hereof.

B. Flats

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:

- (a) 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 and re-pass 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 as little disturbance as possible is caused to the Flats and shall at the Manager's

own costs and expense make good any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, its employees and contractors.

- (b) Easements, rights and privileges of the Owners of the Mansion Units under Clause 1 of Subsection A of Section III hereof.
- (c) Easements, rights and privileges of the Owners of other Flats under Clause 1 of Subsection B of Section III hereof.
- (d) Easements, rights and privileges of the Owner of the Non-industrial Portion under Clause 1 of Subsection C of Section III hereof.
- (e) Easements, rights and privileges of the Owners of the Car Parks under Clause 1 of Subsection D of Section III hereof.
- (f) Easements, rights and privileges of the First Owner under Clause 8 of Section II hereof.
- (g) The full right and privilege of the Manager at all reasonable times on prior written notice (except in case of emergency) to extend, maintain, operate and move the gondola(s) and have access to, over and/or into or partly into the portion of airspace above the private flat roof and private roof or the parapet walls of the private flat roof and private roof of the Flats as may be determined by the Manager:
 - (i) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (other than such part or parts the exclusive right to use is vested in an Owner) of the High-rise Buildings; and
 - (ii) to remain temporarily over and/or on the said airspace for such reasonable period as may be necessary

for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the High-rise Buildings Common Areas and High-rise Buildings Common Facilities PROVIDED THAT the use and enjoyment by the Owners of the Flats shall not be adversely affected or prejudiced thereby.

C. Non-industrial Portion

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

- (a) 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 re-pass over, along and upon the Non-industrial Portion for the purpose of

carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that as little disturbance as possible is caused to the Non-industrial Portion and shall at the Manager's own costs and expense repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees and contractors.

- (b) Easements, rights and privileges of the Owners of the Mansion Units under Clause 1 of Subsection A of Section III hereof.
- (c) Easements, rights and privileges of the Owners of the Flats under Clause 1 of Subsection B of Section III hereof.
- (d) Easements, rights and privileges of the Owners of the Car Parks under Clause 1 of Subsection D of Section III hereof.
- (e) Easements, rights and privileges of the First Owner under Clause 8 of Section II hereof.
- (f) Pursuant to Special Condition No.(12)(c) of the Government Grant, the Owner of the Non-industrial Portion shall throughout the term of the Government Grant keep the Public Passage Areas and the Additional Public Passage Areas open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption for the purpose of gaining direct access to and from the Pedestrian Street, the Proposed Road D3, the Proposed Road L12A and the Yellow Hatched Black Area.

D. Car Parks

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:

- (a) 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 as little disturbance as possible is caused to the Car Parks and shall at the Manager's own costs and expense make good any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, its employees and contractors.
- (b) Easements, rights and privileges of the Owners of other Car Parks under Clause 1 of Subsection D of Section III hereof.

- (c) Easements, rights and privileges of the Owners of the Mansion Units under Clause 1 of Subsection A of Section III hereof.
- (d) Easements, rights and privileges of the Owners of the Flats under Clause 1 of Subsection B of Section III hereof.
- (e) Easements, rights and privileges of the Owner of the Non-industrial Portion under Clause 1 of Subsection C of Section III hereof.
- (f) Easements, rights and privileges of the First Owner under Clause 8 of Section II hereof.

E. Provisions applicable to all Owners

1. 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, the Government Grant and the Ordinance.

2. Each Undivided Share and the exclusive right to hold, use, occupy and enjoy each Unit is held subject to the following:

- (a) Pursuant to Special Condition No.(2)(c) of the Government Grant, the Owners shall permit the Government, its lessees, tenants and licensees the right of shelter, support and protection from the Land for the Underground DCS Facilities as shall be decided by the Director of Electrical and Mechanical Services.
- (b) Pursuant to Special Condition No.(2)(g) of the Government Grant, the Owners shall, at all times throughout the term of the Government Grant, permit the Director of Electrical and Mechanical Services and his officers, contractors, agents, workmen and any persons authorized by the Director of Electrical and Mechanical Services with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Land or any part or parts thereof and the Development for the purposes of operating and maintaining the Underground DCS Facilities and carrying out any works in connection with the Underground DCS Facilities.
- (c) Pursuant to Special Condition No.(41)(f) of the Government Grant, the Owners shall, at all times throughout the term of the Government Grant, permit the Water Authority and its officers, contractors, agents, workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Land or any part or parts thereof and the Development for the purposes of:
 - (i) inspecting and checking any works to be carried out in accordance with Special Condition Nos.(41)(a)(ii), (41)(c) and (41)(d) of the Government Grant;

- (ii) carrying out any works in accordance with Special Condition No.(41)(e) of the Government Grant; and
 - (iii) inspecting, operating, maintaining, repairing, renewing, removing, replacing and redeveloping the AMR Outstation(s) after the AMR Outstation(s) shall have been delivered to the Water Authority in accordance with Special Condition No.(41)(g) of the Government Grant.
- (d) Pursuant to Special Condition No.(47) of the Government Grant, the Owners shall throughout the term of the Government Grant upon receiving prior written notice from the Government permit the Government and its officers, contractors, agents, workmen and any persons authorized by the Government with or without tools, equipment, plant machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Pink Hatched Black Stippled Black Area for all Government vehicular and pedestrian access for the purpose of inspecting, checking and maintaining the Environmentally Friendly Linkage System (as referred to in Special Condition No.(47) of the Government Grant) that may be constructed near the Land.
- (e) All Owners shall throughout the term of the Government Grant keep those parts of the Greenery Areas forming part of the Development Common Areas (which said parts are for the purpose of identification shown coloured Indigo Honey Hatched Black and shown within the areas as shown edged Green lines on the OVERALL GROUND FLOOR PLAN (Drawing No. DMC-004) (certified as to its accuracy by the Authorized Person) annexed hereto) open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption for the purpose of gaining direct access to and from the Pedestrian Street, the Proposed Road D3, the Proposed Road L12A and the Yellow Hatched Black Area.

**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

1. 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.
2. 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.
3. Each Owner shall pay to the Manager on the due date his due proportion of the management expenses and Special Fund as hereinafter provided.
4. No Owner shall make or allow to be made any structural alteration or addition to the Unit owned by him which may damage or interfere with or affect the rights of any other Owner 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 alteration 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 or government authorities in respect of any structural alteration 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 the individual Owner concerned. An Owner shall not be prevented from taking legal action against another Owner in respect of a breach of this Clause.
5. 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.

6. 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.

7. 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.

8. No Owner (except for the First Owner in compliance with the Government Grant) shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and the Development.

9. 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.

10. 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, the air-conditioning platform grille, the filtration plant room and water features installation which exclusively serves his Unit) in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or occupiers of any other part or parts of the 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.

11. 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.

12. 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 pawn shop, mahjong school, funeral parlour, coffin shop, Buddhist hall or for any activity or purpose related to gambling (except any betting or similar activity undertaken or operated by the Hong Kong Jockey Club, or any purpose or other activity related thereto), funeral, burial, cremation or any form of ancestor worship or a ceremony known as “Ta Chai (打 齋)” 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. For the avoidance of doubt, the foregoing sentence shall not prejudice the right of the First Owner for using any Residential Unit owned by it as a show flat in accordance with the Government Grant but shall cause as little disturbance and inconvenience to Owners of other Residential Units as possible when doing so.

13. 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.

14. 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.

15. 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.

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

17. Save and except for the rights and privileges reserved and otherwise provided in this Deed, 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 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, private flat roofs, roofs, private roofs, upper roofs or top roofs, verandahs, balconies or utility platforms of the Development or any part thereof. For the avoidance of doubt, awning and shading devices may be provided on the Non-industrial Portion or any part thereof in accordance with Special

Condition Nos.(10)(a)(viii)(VI) and (10)(a)(xi)(III) of the Government Grant.

18. 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.

19. 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.

20. 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 and this Deed.

21. 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.

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

23. 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.

24. 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 under the law or 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;
- (b) such as may be reasonably required for the purpose of domestic cooking and heating in his Unit; or
- (c) such as may be reasonably required for the purpose of cooking in the case of restaurant(s) being operated in any part of the Non-industrial Portion.

25. No Owner shall obstruct the access to the means of escape in any flat roofs, private flat roofs, upper roofs, roofs, private 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 authorities or any ordinances or regulations (collectively “Relevant Regulations”). In case any access is being obstructed, the Manager shall have the power to restore the access to the condition required to comply with the 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 private flat roof(s) or private roof(s) shall not erect, affix or install or cause or allow to be erected, affixed or installed any structure on the private flat roof(s) or the private roof(s) save and except with the prior written approval of the Manager and (if necessary) the relevant government authorities.

26. 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.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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 provided that the Owner of the Non-industrial Portion may install furnace, boilers and other plant and equipment or use fuel in the Non-industrial Portion as long as such installation or usage is in compliance with the provisions of the Government Grant or any ordinance or any amendment thereof.

33. 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.

34. 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.

35. 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.

36. 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.

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

38.

- (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 (if any), slope treatment works (if any), retaining walls (if any) and other structures (if any) within or outside the Land (collectively “the Slopes and Retaining Walls” (if any)) as required by the Government Grant and in accordance with the Geoguide 5 – Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the 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 (if any) in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government

departments regarding the maintenance of slopes and retaining walls. For the purpose of this sub-clause, any reference to “the Manager” includes the Owners’ Corporation, if formed.

- (c) All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls (if any).
- (d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls (if any) under the conditions of the Government Grant, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.
- (e) The First Owner shall deposit a full copy of the Slope Maintenance Manual 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 for taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

39. 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.

40. 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. For the avoidance of doubt, the Non-industrial Portion (or any part thereof) shall not be converted or designated as Common Areas and Facilities in any event. 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.

41.

- (a) Save and except for the rights and privileges reserved and otherwise provided in this Deed, no Owner shall erect or affix or cause or permit or suffer to be erected or affixed any structure or fixture whatsoever whether of a permanent or temporary nature on the external walls, private flat roof, private roof, balcony, verandah or utility platform of the Development or any part thereof;
- (b) No Owner shall enclose or cause or permit or suffer to be enclosed any brackets, sockets or parts to which any gondola(s) may be affixed.

42. The Owner of any private flat roof and/or private roof shall at all reasonable times, subject to 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 41(b) of this Subsection above and/or any gondola(s) and associated equipment over and/or along the private flat roof and/or private 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 private flat roof and/or private roof to hold, use, occupy and enjoy his Unit and its private flat roof and/or private roof shall not be interfered with and Provided Further that the Manager shall make good all damage caused by or arising from the exercise of such access and shall be liable for the negligent, wilful or criminal acts of its agents.

43. No Owners shall overload the floors of the Development or any part or parts thereof.

- 44.
- (a) No Owners shall overload any of the electrical installations and circuits or any of the mains or wiring in the Development.
 - (b) All Owners shall use the water supply properly.

45. 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.

- 46.
- (a) The Greenery Areas shall not be used for any purpose other than as greenery areas without the prior consent of the Building Authority.
 - (b) The Recreational Facilities and Areas 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.
 - (c) The A/C plant room (air-conditioning plant room) (being part of the non-essential plant rooms) and their associated pipe ducts shall not be used for any purpose other than the specified purposes of the plant rooms.
 - (d) The Caretakers Counters and the Guard Houses shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed in the Development and the Land.
 - (e) The Owners' Committee office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or the Owners' Committee formed or to be formed in respect of the Development and the Land.

- (f) The Watchmen's Quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed in the Development and the Land.
 - (g) The Wider Common Corridor(s) and Lift Lobby(ies) shall not be used for any purpose other than common corridor(s) and lift lobby(ies).
47. No Owner shall interfere in any way with the use, operation and maintenance of the Underground DCS Facilities.
48. No Owner shall remove or interfere with any tree growing on the Land or adjacent thereto without the prior written consent of the Director of Lands and the Manager.
49. 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.
50. Except as permitted in Special Condition No.(11)(a) of the Government Grant, no building, structure, support for any building or structure, or projection shall be erected or constructed at or above the ground level of the Pink Circled Black Areas.
51. Except as permitted in Special Condition No.(12)(a) of the Government Grant, no building, structure, support for any building or structure, or projection shall be erected or constructed at or above the ground level of the Pink Hatched Black Areas and the Pink Hatched Black Stippled Black Area.
52. Except as permitted in Special Condition No.(2)(e) of the Government Grant, no building or structure or support for any building or structure shall be erected or constructed on, over, above, under, below or within the Edged Blue Area (other than the Reserved Area) and the Protection Zone.
- 53.
- (a) Live poultry, birds or animals may be kept in a Residential Unit as pets unless (i) in the reasonable opinion of the Manager, any 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 written complaint by at least three (3) Owners or occupiers of different Residential Units and the Manager has (acting reasonably) concurred with such complaints.
 - (b) Notwithstanding sub-clauses (a) and (c) of this clause, trained guide dogs on leash for the visually impaired may be brought into any part of the Development whilst guiding any person with visual impairment.
 - (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 for the purpose and when remaining in such specified 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 or acting aggressively towards any person.

- (d) Notwithstanding sub-clauses (a) and (c) of this clause, livestock, aquatic animal, poultry or other animal may be brought into or kept in the Non-industrial Portion for the purpose of conducting any business being carried out therein.

54. The Parking Spaces for Disabled Persons shall not be used for any purpose other than that stipulated in the Government Grant.

55. The covenants, provisions and restrictions set out in this Subsection A shall be subject to and without prejudice to the rights reserved to the First Owner under Clause 8 of Section II of this Deed and the rights reserved to the Owner of the Non-industrial Portion under Clause 11 of Section II of this Deed.

B. Covenants and provisions applicable to Owners of Residential Units

1. 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. For the avoidance of doubt, the foregoing sentence shall not prejudice the right of the First Owner for using any Residential Unit owned by it as a show flat in accordance with the Government Grant but shall cause as little disturbance and inconvenience to Owners of other Residential Units as possible when doing so. 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.

2. 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 any flat roof or private flat roof or roof or private roof or upper roof or top roof or private garden or swimming pool or balcony or utility platform or verandah or air-conditioning platform (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 with or without agents, surveyors, workmen and others to enter into, go, pass and repass over, along and upon the relevant Residential Unit 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 be liable for negligent, wilful or criminal acts of the Manager, its employees and contractors.

3. Save and except for the rights and privileges reserved and otherwise provided in this Deed:

- (a) 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.

- (b) No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached within his Residential Unit any advertising or other sign, banner or display of any description whatsoever which may be regarded as indecent, offensive or may constitute nuisance to other Owners and which is visible from anywhere outside his Residential Unit.
4. 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.
5. 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 of such Residential Unit.
- 6.
- (a) No Owner shall use any portion of any common wall or common fence wall or common parapet wall separating his Residential Unit from the adjoining Residential Unit so as to interfere with the use and enjoyment of the Owner of the adjoining Residential Unit. No Owner shall erect any fence or any structure or protrusion (such as spikes or wire) on top of any common wall or common fence wall or common parapet wall without the prior written consent of the Owner of the adjoining Residential Unit and the prior written consent of the Manager. No Owner shall put any structure of any kind (such as fish pond) so near to any common wall or common fence wall or 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. No Owner shall demolish or alter any such common wall or common fence wall or common parapet wall provided that an Owner who owns both of the two adjoining Residential Units with the common wall or the common fence wall or the common parapet wall may demolish or alter the common wall or the common fence wall or the common parapet wall (being not a 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 with the necessary approval of the Manager and provided further that (if approved by relevant authorities and the Manager for the demolition or alteration of the common wall or common fence wall or common parapet wall as aforesaid) if such adjoining Residential Units cease to be under the ownership of the same Owner, the Owners of such adjoining Residential Units 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 and provided further that the Owner shall be liable for, and shall indemnify the Manager and all other Owners (as the case may be) all the losses or damages caused to the Common Areas and Facilities or other Units in connection with or arising from the demolition or alteration or

rebuilding or reinstatement of the fence wall, and any payment in this regard shall be contributed to the Special Fund.

- (b) Where the fence wall(s) of a Residential Unit abut(s) onto any part of the Common Areas:
- (i) the inner half of such fence wall(s) facing the Residential Unit shall form part of the Residential Unit and shall be maintained by the Owner of such Residential Unit in good repair and condition at his sole cost and expense and to the satisfaction of the Manager;
 - (ii) the other half of the fence wall(s) shall form part of the Common Areas; and
 - (iii) the Owner of the Residential Unit shall not erect any fence or any structure or protrusion (such as spikes or wire) on top of the fence wall without the prior written consent of the Manager, and the Owner shall not put any structure of any kind (such as fish pond) 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.
- (c) Each Owner of a Residential Unit shall maintain his Residential Unit (including all areas in the Residential Unit 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.
- (d) 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 Residential Units hereby covenants that he will not do, permit or suffer to be done any act or thing which may or will alter the design or colour of the entrance door(s), the external appearance and facade of the Residential Units 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 processing the consent. The fee shall be credited to the Special Fund. Where any 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 (i) to restore the design or colour of the entrance door(s) of his Residential Unit to its/their original design or colour as when the Residential Unit was first assigned to the purchaser thereof by the First Owner and (ii) to restore his Residential Unit to its original appearance and facade to a state consistent with that as when the Residential Unit was first assigned to the purchaser thereof by the First Owner.
- (e) The Owner of private garden (if any), swimming pool (if any), private flat roof (if any) or private roof (if any) forming part of a Residential Unit shall not:
- (i) place, install, exhibit, affix, erect or attach anything on any part of the private garden (if any), swimming pool (if any), private flat roof (if any)

or private roof (if any) above the height of the fence wall or (as the case may be) parapet wall or (as the case may be) glass balustrade enclosing such private garden (if any), swimming pool (if any), private flat roof (if any) or private roof (if any) of his Residential Unit; or

- (ii) alter the external or internal appearance of the fence wall or (as the case may be) parapet wall or (as the case may be) glass balustrade enclosing such private garden (if any), swimming pool (if any), private flat roof (if any) or private roof (if any) of his Residential Unit.

7.

- (a) The Owner of each Open Kitchen Unit shall at his own costs and expenses observe and comply with and shall cause his tenants, licensees and/or occupants to observe and comply with the Fire Safety Management Plan (in particular, the provisions set out in the Fifth Schedule hereto) and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan. In particular, the Owner of each Open Kitchen Unit shall maintain the fire services installation within his Open Kitchen Unit at his own costs and expenses and shall not alter, remove or obstruct any of the fire services installation.
- (b) The Owner of each Open Kitchen Unit shall allow and shall cause his tenants, licensees and/or occupants to allow the Manager and/or the registered fire services installation contractor(s) appointed by the Manager to enter the Open Kitchen Unit to carry out inspection of the fire services installation in his Open Kitchen Unit (at the cost and expense of the relevant Owner). Unless more frequent inspection is required by the Manager and/or the relevant government authorities, such inspection will be carried out once a year. In case it is found that any Owner of the Open Kitchen Unit has altered or removed or obstructed or failed to maintain the fire services installation or any part thereof, the Manager and/or the registered fire services installation contractor(s) appointed by the Manager shall be entitled to enter such Owner's Open Kitchen Unit to carry out maintenance and/or reinstatement work and such Owner of the Open Kitchen Unit shall pay and indemnify the Manager the costs and expenses of the maintenance and/or reinstatement works.
- (c) The First Owner (which expression, for the purpose of this sub-clause, shall exclude its successors and assigns) shall, within one month of the date of this Deed, cause to be deposited, at the management office of the Development, a full copy of the Fire Safety Management Plan for inspection by the Owners free of charge, and for taking copies upon payment of a reasonable charge. All charges received for such copies shall be credited to the Special Fund.

8.

- (a) The Owner of the Non-enclosed Areas shall (i) at his own cost keep all the railings and/or balustrades enclosing such Non-enclosed Areas and the interior finishes of such Non-enclosed Areas in good and substantial repair and condition and shall use the Non-enclosed Areas in all respects in

compliance with this Deed, the Occupation Permit, the Buildings Ordinance and such other ordinances, by-laws and Government regulations of Hong Kong 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 any sun shade, awning or bracket 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.
- (f) No part of any verandah or the covered areas underneath the verandah shall be enclosed.

9.

- (a) No Owner shall construct any unauthorized structure of whatsoever nature on any part of the Development that may contravene any ordinance, by-law or regulation promulgated by the Government from time to time.
- (b) No clothing or laundry shall be hung outside any Residential Unit or on any private flat roof or private roof or upper roof or top roof or bay window or private garden or swimming pool or balcony or air-conditioning platform or utility platform or verandah or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas Provided That clothing or laundry may be hung within a balcony, utility platform or verandah forming part of a Residential Unit below parapet / balustrade height.

10. No Owner shall (a) plant with any tree or shrub or (b) erect, build or install any structure or other things in the private garden (if any) of the Residential Unit owned by him which plant, tree or shrub, structure or thing (i) may cause the maximum floor loading-bearing capacity of such private garden or any part thereof to be exceeded or (ii) may protrude above or beyond the height of the fence wall or (as the case may be) parapet wall or (as the case may be) glass balustrade enclosing the private garden of the Residential Unit or (iii) 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.

11.

- (a) 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 (i) do or suffer or permit to be done anything which affects the operation, repair or maintenance of the lift or (ii) erect, affix, install, attach, remove or permit or suffer to be erected, affixed, installed, attached or removed any structure or material to, in, on or at the lift door(s) and panel(s) facing the private lift lobby of his Flat, or paint, change, alter or replace any part(s) thereof with any material different from those originally provided for such lift door(s) and panel(s), or do or permit or suffer to be done any act or thing which may or will affect the finish, external appearance or original design or materials of such lift door and panels.
- (b) Each Owner of a Residential Unit shall, at his 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, upon or appertaining 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.
- (c) The Owner of a Residential Unit which includes any private lift lobby(ies):
 - (i) shall at his own costs and expenses maintain the fire services installations forming part of his Residential Unit or installed within his private lift lobby(ies);
 - (ii) shall not alter, remove or obstruct any of the fire services installations forming part of his Residential Unit or installed within his private lift lobby(ies); and
 - (iii) shall at his own costs and expenses arrange for inspections of fire services installations forming part of his Residential Unit or installed within his private lift lobby(ies) to be carried out in compliance with all applicable laws, ordinances, by-laws, codes of practice and regulations.

12. 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 abating any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners or carrying out all necessary cleaning, repair, maintenance and improvement works in respect of any Common Areas and Facilities (which include, without limitation, lift door(s) and panel(s) and lift button(s) facing the private lift lobby of the Flat) Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Flat and shall at the Manager's own costs and expense make good any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, its employees and contractors.

13. 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.

14. An Owner whose Residential Unit includes Approved Noise Mitigation Measures shall at his own costs and expenses be responsible for the control, operation, financial support and maintenance of such Approved Noise Mitigation Measures forming part of his Residential Unit.

15. The covenants, provisions and restrictions set out in this Sub-Section B shall be subject to and without prejudice to the rights reserved to the First Owner under Clause 8 of Section II of this Deed and the rights reserved to the Owner of the Non-industrial Portion under Clause 11 of Section II of this Deed.

C. Covenants and Provisions Applicable to Owners of Mansion Units

1.

- (a) Each Owner of a Mansion Unit shall maintain his Mansion Unit including all areas thereof, 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 Owner(s) or occupier(s) of any part or parts of the Development.
- (b) 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 Mansions.
- (c) Each Owner shall, at his own costs and expenses, maintain and upkeep in good and safe condition any lift vent with aluminium grilles installed and situated on the roof floor which forms part of his Mansion Unit.
- (d) An Owner whose Mansion Unit includes Void(s) shall at his own costs and expenses be responsible for the control, management and maintenance of such Void(s) forming part of his Mansion Unit.

2. The covenants, provisions and restrictions set out in this Sub-Section C shall be subject to and without prejudice to the rights reserved to the First Owner under Clause 8 of Section II of this Deed and the rights reserved to the Owner of the Non-industrial Portion

under Clause 11 of Section II of this Deed.

D. Covenants and Provisions Applicable to Owners of (i) Car Parks and (ii) Commercial Parking Spaces and Commercial Motor Cycle Parking Space forming part of the Non-industrial Portion ((i) and (ii) being collectively referred to as “Car Parking Spaces” in this Sub-Section D))

1.
 - (a) Residential Parking Spaces shall not be used for any purpose other than the parking of motor vehicles 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 Residential Units and their bona fide guests, visitors or invitees and, in particular, shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
 - (b) Commercial Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles 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 occupiers of the Non-industrial Portion and their bona fide guests, visitors or invitees and, in particular, shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
 - (c) Residential Motor Cycle Parking Space shall not be used for any purpose other than for the parking of 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 Residential Units and their bona fide guests, visitors or invitees and, in particular, shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
 - (d) Commercial Motor Cycle Parking Space shall not be used for any purpose other than for the parking of 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 occupiers of the Non-industrial Portion and their bona fide guests, visitors or invitees and, in particular, shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
2. Each Owner shall park one licensed motor vehicle or (as the case may be) one licensed motor cycle within each Car Parking Space which he owns.
3. 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.

4. No motor vehicle or motor cycle may exceed the speed limit (if any) displayed in the Common Areas.
5. All motor vehicles and motor cycles must display in a prominent position the car identification badges or labels (if any) issued by the Manager, otherwise entry to the Development may be refused.
6. No Owner shall make any alteration to his Car Parking Space or erect any posts or chains thereon and thereto without the prior written consent of the Manager.
7. No Owner shall sub-divide any Car Parking Space (irrespective of its size and area) for any purposes including but not limited to sale, assignment, lease, license, charge or disposal.
8. No Owner shall allow his licensed motor vehicle or (as the case may be) licensed motor cycle parked in any Car Parking Space to deteriorate to a condition detrimental to the environment or general appearance of the Development.
9. The Owner of a Car Parking Space shall, at his own cost, keep and maintain in good repair and condition his Car Parking Space. The Owner of a Car Parking Space shall, at his own cost, keep and maintain in good repair and condition his Car Parking Space (which for the avoidance of doubt includes the electric vehicle charging facilities serving exclusively such space, if any). All costs in relation to the electric vehicle charging facilities serving exclusively such space and all costs in relation to the cabling serving the charger exclusively, including charges for activating electricity supply (if any) and all electricity charges, shall be borne by the Owner.
10. The Owner of a Car Parking Space shall, at his own expense and in all respects to the satisfaction of the Director of Electrical and Mechanical Services, upkeep, maintain, repair and manage the charging facilities for electric vehicles and electric vehicle medium chargers (if any) provided and installed in his Car Parking Space under Special Conditions Nos.(24)(g)(i)(I) and (24)(g)(i)(II) of the Government Grant in good repair and operational condition.
11. The covenants, provisions and restrictions set out in this Sub-Section D shall be subject to and without prejudice to the rights reserved to the First Owner under Clause 8 of Section II of this Deed and the rights reserved to the Owner of the Non-industrial Portion under Clause 11 of Section II of this Deed.

E. Covenants and provisions applicable to the Owner of the Non-industrial Portion

1. Subject to the rights and privileges reserved unto the First Owner, the Non-industrial Portion shall not be used otherwise than in accordance with the Government Grant.
2. The Owner shall not use the Non-industrial Portion for carrying on any business or trade in contravention of any of the provisions of the Government Grant or in contravention of any restriction or prohibition imposed by any appropriate government authority.

3. The Owner shall not place on any part of the Non-industrial Portion any machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof to be exceeded and, in the event of breach of this covenant, the Owner shall make good any damage caused thereby to that part of the Development or any fixtures and fittings therein provided that the making good of such damage as aforesaid shall be without prejudice to any other or further right which may be exercised by the Manager in connection with any such breach.

4. The Owner shall not cause or permit any offensive or unusual odours to be produced upon, permeate through or emanate from the Non-industrial Portion or any part thereof or allow any garbage or waste food to accumulate on the Non-industrial Portion or any part thereof or on other part of the Land and the Development provided that the Manager's opinion on whether any odour is offensive or unusual is conclusive and binding on the Owner.

5. In the case of the Owner operating a restaurant in any part of the Non-industrial Portion, the Owner shall at his own expense keep, and procure his servants, agents, licensees, employees and customers all kitchens and cooking equipment and water apparatus and grease trap(s), if any, (whether or not they are installed in the Non-industrial Portion) used by him and/or his servants agents licensees, employees and customers in good clean sanitary and tenable repair and condition in accordance with the regulations or by-laws of all government authorities concerned.

6. The design of a shop front shall comply with the relevant laws and government regulations and be subject to the prior approval by the Manager in writing Provided that such approval shall not be unreasonably withheld by the Manager. The Owner of the Non-industrial Portion shall not (except with the Manager's prior written consent) alter, or permit or suffer any alteration to, the design of a shop front as originally approved by the Manager.

7. The Owner of the Non-industrial Portion shall not produce or permit or suffer to be produced any music or noise (including sound produced by broadcasting or any apparatus or equipment capable of producing, reproducing, receiving or recording sound) or vibration or other acts or things in or on the part of the Land and the Development owned by him so as to cause a nuisance to any other users of the Land and the Development provided that the Manager's opinion on whether a nuisance has been caused is conclusive and binding on the Owner.

8. The Owner of the Non-industrial Portion shall at all times observe and comply with the Fitting Out Rules.

9. The Owner of the Non-industrial Portion shall not do, permit or suffer to be done any act or thing which may or will alter the external wall or facade of the Non-industrial Portion without the prior consent of the Manager.

10. The covenants, provisions and restrictions set out in this Sub-Section E shall be subject to and without prejudice to the rights reserved to the First Owner under Clause 8 of Section II of this Deed and the rights reserved to the Owner of the Non-industrial Portion under Clause 11 of Section II of this Deed.

SECTION VI – MANAGEMENT OF THE DEVELOPMENT

A. Appointment of Manager

1. The management of the Land and the Development shall be undertaken by the Manager.
2.
 - (a) Subject to the provisions of the Ordinance, the DMC Manager, Nourish Virtue Property Management Limited (潤德物業管理有限公司), 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.
 - (b) 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:
 - (I) by sending such a notice to the Owners' Committee; or
 - (II) 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 sub-clause (i) above may be given:
 - (I) by delivering it personally to the Owner; or
 - (II) by sending it by post to the Owner at his last known address; or
 - (III) by leaving it at the Owner's Unit or by depositing it in the letter box for that Unit.
 - (c)
 - (i) Subject to sub-clause (c)(v) of this Clause 2, 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.
 - (ii) A resolution under Clause 2(c)(i) of this Subsection 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.
- (iii) The notice and the copy of the resolution referred to in sub-clause (c)(ii)(IV) of this Clause 2 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.
- (iv) If a notice to terminate the Manager's appointment is given under sub-clause (c) of this Clause 2:
- (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 2(c)(iv)(I) of this Subsection 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.
- (v) For the purpose of sub-clause (c)(i) of this Clause 2:
- (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 sub-clause (c)(i) of this Clause 2 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.
- (vi) 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, sub-clauses (c)(i), (c)(ii), (c)(iii) and (c)(v) of this Clause 2 apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.

- (vii) Sub-clause (c)(vi) of this Clause 2 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.
- (viii) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under sub-clause (c)(iv)(II) of this Clause 2, 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.
- (ix) This sub-clause (c) of Clause 2 is subject to any notice relating to the Development that may be published by the Secretary for Home and Youth Affairs under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that Section.
- (d) 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.
- (e) Upon termination of the Manager's employment in whatever manner that may occur (other than termination in accordance with sub-clause (c)(iv)(II) of this Clause 2),
 - (i) the Owners' Committee (if formed) shall by a majority resolution appoint a substitute or new Manager; and
 - (ii) if the Owners' Committee (if formed) fails to appoint a substitute or new Manager by a majority resolution or if the Owners' Committee has not been formed so that no appointment is made under sub-clause (e)(i) of this Clause 2, the Owners at an Owners' meeting convened under this Deed may resolve to appoint a substitute or new Manager.

3. 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.

4. 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

1. 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:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) To keep all the Common Areas properly lighted and ventilated.
- (f) To keep in good order and repair the ventilation of the enclosed Common Areas.

- (g) To keep the Common Areas and all parts thereof in a clean, sanitary and tidy condition.
- (h) 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.
- (i) 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.
- (j) To prevent any person enclosing the Non-enclosed Areas or any part thereof or otherwise acting in breach of the provisions of this Deed applicable to the Non-enclosed Areas.
- (k) To keep all the common sewers, drains, watercourses and pipes free and clear from obstructions.
- (l) 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.
- (m) To keep all lighting equipment and 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.

- (n) 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.
- (o) To remove any structure, installation, signboard, sunshade, bracket, fitting or other thing in or on any part of the Common Areas which has/have been erected in contravention of the terms of this Deed or of any provision 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.
- (p) 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.
- (q) 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.
- (r) To do all things which the Manager shall in its 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.
- (s) 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 the High Court (or any provisions amending or in substitution for the

same).

- (t) 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.
- (u) 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.
- (v) 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.
- (w) To prevent any person detrimentally altering or injuring any part of the Common Areas or any of the Common Facilities.
- (x) To demand collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant sub-deed of mutual covenant.
- (y) 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.
- (z) Unless otherwise directed by the Owners' Corporation (if formed), to insure, update 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 reasonably 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.
- (aa) 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.
- (ab) 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.

- (ac) 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.
- (ad) 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.
- (ae) To enforce the due observance and performance of the House Rules and the Fitting Out Rules.
- (af) 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, appliances, cleaning and other materials and all equipment necessary therefor.
- (ag) 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 for the purpose of abating such nuisance.
- (ah) To do all such other things as are reasonably incidental to the management of the Land and the Development.
- (ai) 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 the Manager's own costs and expenses repair any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, its employees and contractors.

- (aj) To maintain, repair, operate, temporarily install, move, and have access to, over and/or on the external walls or curtain walls the gondola(s) and to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (which forms 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(s) 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 make good any damage caused thereby.
- (ak) 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.
- (al) 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 (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 serve the Development or any part thereof and such apparatus, equipment, cables, wires, pipes, antennae or structures in relation thereto in accordance with Clause 10 of this Subsection 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 unreasonably affect the enjoyment of the Development by the Owners and occupiers. Any consideration received therefor shall be credited to the Special Fund.
- (am) 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 Land and the

Development 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 sub-clause 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.

- (an) Subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed), 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 sub-clause 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.
- (ao) 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 exercise of the rights under this sub-clause 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.
- (ap) 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, the First Owner 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 Land and the Development on such terms as the Manager deems fit Provided that the exercise of the rights under this sub-clause 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.

- (aq) To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities including the Recreational Facilities and Areas 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.
- (ar) Subject to Clause 9 of this Subsection, 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.
- (as) To improve, control, operate and manage the Recreational Facilities and Areas and to maintain the Recreational Facilities and Areas in good and substantial repair and condition and to operate the Recreational Facilities and Areas to the satisfaction of the Director of Lands 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.
- (at) To maintain the Greenery Area (which, for the avoidance of doubt, includes the Greenery Areas) in all respects to the satisfaction of the Director of Lands in accordance with Special Condition No.(10)(a)(v)(II) of the Government Grant.
- (au) 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.
- (av) 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.
- (aw) 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.

- (ax) To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Development as a whole.
- (ay) 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.
- (az) Subject as otherwise provided in this Deed to give or withhold its consent or approval to anything which requires its written 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 charge any fee other than a reasonable administrative fee for issuing the consent. The fee shall be credited to the Special Fund.
- (ba) 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.
- (bb) 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.
- (bc) 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.
- (bd) 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.
- (be) 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.

- (bf) 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.
- (bg) Subject to Clause 3 of this Subsection B of Section VI, 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.
- (bh) 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.
- (bi) Subject to Clause 3 of this Subsection B of Section VI, to make House Rules to protect the environment of the Development and to implement noise abatement, waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.
- (bj) To inspect, maintain and carry out all necessary works for the maintenance of the Works and Installations.
- (bk) To ensure the Approved Noise Mitigation Measures (forming part of the Residential Units) have been carried out and implemented by the relevant Owners.
- (bl) If and when required by the Director of Electrical and Mechanical Services, the Manager shall, within the time limit specified by the Director of Electrical and Mechanical Services and in all respects to the satisfaction of the Director of Electrical and Mechanical Services, remove or demolish all or any of the buildings or structures or supports for buildings or structures erected or constructed on, over, above, under, below or within the Edged Blue Area, the Protection Zone or any part thereof and thereafter reinstate the Edged Blue Area, the Protection Zone or any part thereof pursuant to Special Condition No.(2)(e) of the Government Grant.
- (bm) To prevent any interference in any way with the use, operation and maintenance of the Underground DCS Facilities as referred to in Special

Condition No.(2)(h) of the Government Grant.

- (bn) To upkeep, maintain, repair and manage the charging facilities for electric vehicles and electric vehicle medium chargers (both serving the Visitors' Parking Spaces) provided and installed in the Common Areas under Special Conditions Nos.(24)(g)(i)(I) and (24)(g)(i)(II) in good repair and operational condition pursuant to Special Condition No.(24)(g)(ii) of the Government Grant.
- (bo) Pursuant to Special Condition No.(41)(d) of the Government Grant, upon receipt of a written notice served by the Water Authority as referred to in Special Condition No.(41)(d) of the Government Grant, the Manager shall demolish or remove the objects or materials placed over, above or below, or stacked on or within, the area or space designated for accommodating the AMR Outstation(s) and such objects or materials which in the opinion of the Water Authority prevent or disrupt the accommodation, operation and maintenance of the AMR Outstation(s) and reinstate and repair the area or space affected by the demolition or removal within such period as stipulated in such written notice and in all respects to the satisfaction of the Water Authority.
- (bp) To implement the Fire Safety Management Plan and to issue any guideline or direction from time to time relating to its implementation, including the carrying out (at the cost and expense of the relevant Owner) of annual inspection of the fire services installation within the Open Kitchen Units in accordance with the Fire Safety Management Plan.
- (bq) Whenever access to any electrical/mechanical plant room forming part of the Common Areas is required by any trade worker(s), whether for the purpose of inspection, or investigation, or for carrying out any repair, maintenance or other works, or visit for any other reason, to require such trade worker(s) to first inform the Manager before any such access (provided that the grant of such access shall be subject to the Manager's absolute discretion), and to designate and deploy, in connection with any such access, a watchman or guard (in addition to such trade worker(s)) to such electrical/mechanical plant room so as to oversee the containment of fire risks and so as, if circumstances require, to initiate immediate evacuation in a timely manner and, upon completion of such inspection, works or visit or, in any event, at the end of working hours of the day, to arrange for the designated watchman/guard to ensure that no person remains in the electrical/mechanical plant room and to report to the Manager of clearance of the electrical/mechanical plant room.
- (br) To notify the Owner of any Unit if any maintenance and/or repair work is necessary for those fixtures, fittings, services or facilities exclusively serving such Unit that are located outside such Unit (such work being the responsibility of the Owner of the relevant Unit and not being the responsibility of the Manager or the Owners of other Units under this Deed).

2. In connection with the exercise of or incidental to the Manager's rights

mentioned in the preceding Clause 1 of this Subsection, 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.

3. 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 revoke and 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.

4. The House Rules (as referred to in Clause 3 of this Subsection) 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.

5. 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.

6. 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 4 of Subsection E of this Section hereinafter appearing shall apply to all such proceedings.

7. 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 the Common Areas and Facilities which involves expenditure in excess of 10% of the current annual Management Budget.

8. 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.

9.

(a) Subject to sub-clauses (b) and (c) of this Clause, 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 and Youth Affairs may specify by notice in the Gazette unless:

(i) the supplies, goods or services are procured by invitation to tender; and

(ii) the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance.

(b) Subject to sub-clause (c) of this Clause, 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 and Youth Affairs may specify by notice in the Gazette unless:

(i) 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

(ii) 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.

- (c) Sub-clauses (a) and (b) of this Clause above do not apply to any supplies, goods or services which but for this sub-clause (c) would be required to be procured by invitation to tender (referred to in this sub-clause (c) as “relevant supplies, goods or services”):
 - (i) where there is an Owners’ Corporation, if:
 - (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
 - (ii) 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.

10. 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:

- (a) the term of the contract shall not exceed 3 years;
- (b) 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
- (c) 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.

11. 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.

12. The Manager shall have power to make, amend and supplement the Fitting Out Rules before the formation of the Owners' Committee for the purpose of regulating the fitting out of the Non-industrial Portion. The Manager may (subject to the approval of the Owners' Committee, if any) from time to time revoke, amend and supplement the Fitting Out Rules. The Fitting Out 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. The Fitting Out Rules shall be binding on the Owner of the Non-industrial Portion and all of its tenants, licensees, servants, employees, contractors and agents. A copy of the Fitting Out Rules from time to time in force shall be deposited with the management office in the Development and a copy thereof shall, on request by the Owner of the Non-industrial Portion, be supplied to the Owner free of charge. The Manager shall be entitled to collect from the Owner or occupier of the Non-industrial Portion, prior to commencement of any works in connection with any repair, renovation, fitting out of, or any work to the Non-industrial Portion or any part thereof, a deposit as security for any damage or loss as may be caused to any of the Common Areas and Facilities or any other part of the Land and the Development. The amount of such deposit shall be as stipulated in the Fitting Out Rules and subject to revision or review from time to time as the Manager may think fit. All such deposit(s) collected shall be held by the Manager in a separate account and shall be refunded in accordance with the Fitting Out Rules, without interest, to the Owner or (as the case may be) occupier of the Non-industrial Portion or the relevant part thereof within a reasonable period after the Owner's or (as the case may be) occupier's written notification of completion of the works to the Non-industrial Portion or the relevant part thereof, subject to the Manager's right to deduct from such deposit any sum necessary to compensate for all damages or losses caused by any such works, or by the Owner or occupier of the Non-industrial Portion or the relevant part thereof or his contractor, employee, agent or servant to any part of the Common Areas and Facilities or any other part of the Land and the Development, but without prejudice to the Manager's right to claim for and recover compensation and damages for any loss and damage incurred or suffered in excess of the amount of the deposit(s).

C. Manager's Remuneration

1. The Manager's Remuneration shall not exceed 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 10 of Subsection D of this Section) 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 5 of Subsection H of this Section 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.

2. 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

1.

- (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 sub-clause (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 sub-clause (d) of this Clause and is not so rejected under this sub-clause (f), be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding 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 1, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the Manager's Remuneration.

2. The financial year for the purposes of the Management Budget shall be from 1st January to 31st December 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 June of the year, 31st December of that year, or if such date is after 30th June of the year, until 31st December of the following year.

3. Subject to Clause 1(h) of this Subsection, the management expenses in the Management Budget shall include but not be limited to the following:

- (a) Government Rent for the whole of the Land if there is no separate assessment or apportionment for individual Units;
- (b) The premia payable for the insurance of (i) 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 and (ii) of the Manager against third party or public liability or occupiers' liability or employees' compensation risks;
- (c) 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 (including the Common Areas and Facilities but excluding the Units);
- (d) 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;
- (e) 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;
- (f) The costs of operating the Common Facilities;
- (g) 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 (save and except those forming part of a Unit);
- (h) The costs of refuse collection, storage and disposal in respect of the Land and the Development;
- (i) Such legal, accounting, surveying 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;

- (j) The costs of preparing annual accounts for the Owners and of having the same properly audited by an independent certified public accountant;
- (k) The Manager's Remuneration;
- (l) The costs or a due proportion thereof of maintenance and/or repair and/or other works described in Clause 38(b) of Subsection A of Section V and Clause 1(bc) of Subsection B of this Section;
- (m) The costs of operation and maintenance of the Recreational Facilities and Areas;
- (n) The costs of removing or demolishing all or any of the buildings or structures or supports for buildings or structures erected or constructed on, over, above, under, below or within the Edged Blue Area, the Protection Zone or any part thereof and thereafter reinstating the Edged Blue Area, the Protection Zone or any part thereof pursuant to Special Condition No.(2)(e) of the Government Grant;
- (o) The costs of maintaining the Greenery Area (which, for the avoidance of doubt, includes the Greenery Areas) in accordance with Special Condition No.(10)(a)(v)(II) of the Government Grant;
- (p) The costs incurred in the upkeep, maintenance, repair and management of the charging facilities for electric vehicles and electric vehicle medium chargers (both serving the Visitors' Parking Spaces) provided and installed in the Common Areas (to the extent only such facilities forming part of the Common Areas) pursuant to Special Condition No.(24)(g)(ii) of the Government Grant;
- (q) The costs of demolishing or removing the objects or materials referred to in Special Condition No.(41)(d) of the Government Grant and the costs and expenses of reinstating and repairing the area or space affected by the demolition or removal pursuant to Special Condition No.(41)(d) of the Government Grant;
- (r) 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);
- (s) 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 (including costs for administrative support charged by the head office of the Manager and other office overheads necessarily and reasonably incurred and attributable solely to 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.

4. Each annual Management Budget shall be divided into the following parts:
- (a) 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 and the Development Common Facilities or for the benefit of all the Owners (excluding those estimated management expenses contained in Part B, Part C, Part D, Part E and Part F of the Management Budget hereinafter mentioned);
 - (b) 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 and Areas and, for the avoidance of doubt and in addition to the above, Part B shall also contain such portion of the estimated management expenditure in respect of Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Bicycle Parking Spaces, such portion being calculated in the following proportion:

$$\frac{X}{Y}$$

where:

“X” is the total gross floor area of all the Bicycle Parking Spaces; and

“Y” is the total gross floor area of all the Car Parks and all the Bicycle Parking Spaces;

- (c) 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 Low-rise Buildings Common Areas and the Low-rise Buildings Common Facilities or solely for the benefit of all the Owners of the Mansion Units;
- (d) 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 High-rise Buildings Common Areas and the High-rise Buildings Common Facilities or solely for the benefit of all the Owners of

the Flats;

- (e) Part E shall contain the estimated management expenses which in the opinion of the Manager are attributable solely to the Non-industrial Portion or solely for the benefit of the Owner of the Non-industrial Portion; and
- (f) Part F 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 and the Residential Units, provided that such portion of the estimated management expenditure in respect of Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Bicycle Parking Spaces shall be drawn from such part reserved for the management and maintenance of the Car Park Common Areas and the Car Park Common Facilities in Part B of the annual Management Budget.

5. Subject to Clause 1(f) of this Subsection, 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.

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

- (a) 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;
- (b) Each Owner in addition to the amount payable under sub-clause (a) above 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;
- (c) Each Owner in addition to the amount payable under sub-clause (a) above shall in respect of each Mansion Unit 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 Mansion Unit bears to the total number of the Management Shares allocated to all Mansion Units of and in the Development;
- (d) Each Owner in addition to the amount payable under sub-clause (a) above 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;

- (e) Each Owner in addition to the amount payable under sub-clause (a) above shall in respect of the Non-industrial Portion of which he is the Owner contribute to the amount assessed under Part E of the annual Management Budget; and
- (f) Each Owner in addition to the amount payable under sub-clause (a) above shall in respect of each Car Park of which he is the Owner contribute to the amount assessed under Part F of the annual Management Budget (after deduction of such portion of the estimated management expenditure in respect of Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Bicycle Parking Spaces and to be drawn from such part reserved for the management and maintenance of the Car Park Common Areas and the Car Park Common Facilities in Part B 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 of the Development.

7. 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.

8.

- (a) Without prejudice to the proviso in Clause 6 of this Subsection, 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 Clauses 1(b)(ii) to 1(b)(v) of this Subsection. Such revised Management Budget shall be reviewed by the Owners' Committee and the provisions of Clause 5 of Subsection D of Section VI of this Deed 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) above, 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.
- 9.
- (a) Notwithstanding any provision to the contrary herein contained, where the Manager's consent is required under this Deed, the House Rules and/or the Fitting Out Rules, the Manager shall charge the Owners a reasonable administrative fee for granting and processing any consent required from the Manager pursuant to this Deed, the House Rules and the Fitting Out Rules which consent must not be unreasonably withheld Provided that no other fees can be charged for granting and processing such consent. The fee shall be credited to the Special Fund.
 - (b) Notwithstanding any provision to the contrary herein contained, the Manager shall be entitled in its discretion:
 - (i) to charge the Owners for the temporary use of electricity, air-conditioning, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris;
 - (ii) from time to time to make rules and regulations governing the supply and use of electricity, air-conditioning, water or other utilities 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 the Government;
 - (iii) 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, subject to 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 its 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 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 9(b) shall be held by the Manager on trust for all the Owners for the time being and shall be credited to the Special Fund.

10.

- (a) There shall be established and maintained by the Manager one Special Fund for the purpose of paragraph 4 of Schedule 7 to the Ordinance, which Special Fund comprises five 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.
 - (iii) There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Low-rise Buildings Common Areas and the Low-rise Buildings 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 Low-rise Buildings Common Areas and the Low-rise Buildings Common Facilities and the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Low-rise Buildings Common Areas and the Low-rise Buildings 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 High-rise Buildings Common Areas and the High-rise Buildings 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 High-rise Buildings Common Areas and the High-rise Buildings Common Facilities and the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the High-rise Buildings Common Areas and the High-rise Buildings 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.
- (b)
- (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 Special Fund for the Development and shall use that account exclusively for the purposes referred to in sub-clauses (a)(i), (a)(ii), (a)(iii), (a)(iv) or (a)(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. The Special Fund shall be held by the Manager as trustee for all 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 sub-clause (b)(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 sub-clause (b)(i) or sub-clause (b)(iv) in a prominent place in the Development.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under sub-clause (b)(i) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b)(iv) above.

E. Security for and recovery of moneys due to Manager

1. The first Owner of each Unit (except where the First Owner has made payments in accordance with Clause 2 of this Subsection hereunder) shall upon assignment of the Unit from the First Owner:

- (a) 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 three months' monthly contribution of the first year's budgeted management expenses payable by him in respect of his Unit 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
- (b) pay to the Manager a sum equivalent to two months' contribution of the first year's budgeted management expenses payable by him in respect of his Unit as payment in advance of the first two months' contribution of the first year's budgeted management expenses; and

- (c) pay to the Manager a sum equivalent to two months' monthly contribution of the first year's budgeted management expenses payable by him in respect of his Unit 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
- (d) 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 payable by him in respect of his Unit 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. Notwithstanding the foregoing, the Owner of the Non-industrial Portion shall be responsible for removing from the Development any debris or rubbish which may accumulate as a result of the initial fitting-out of the Non-industrial Portion at his own costs and expenses and shall not be liable to pay any debris removal 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
- (e)
 - (i) pay to the Manager a non-refundable but transferable sum (to be determined by reference to the proportion which the number of Management Shares allocated to his Unit bears to the total number of Management Shares allocated to all the Units in the Land and the Development) as the contribution to the utility charges deposits for utilities including water, electricity and gas for the Development Common Areas and Development Common Facilities; and
 - (ii) in addition to the sum payable under sub-clause (e)(i) above, the first Owner of each Residential Unit shall also pay to the Manager a non-refundable but transferable sum (to be determined by reference to the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of Management Shares allocated to all the Residential Unit in the Land and Development) as the contribution to the utility charges deposits for the Residential Common Areas and the Residential 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 sub-clause (a) against any sums payable by an Owner under this Deed, the House Rules and the Fitting Out Rules. 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 three months' management contribution of management expenses currently payable by him in respect of the part of the Development which he owns.

2. The First Owner shall also pay to the Manager the amounts payable under the preceding Clauses 1(a), 1(c) 1(d) and 1(e) of this Subsection 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 allocated to the Units, whichever is the later.

3. 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:

- (a) 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, with the exact rate of interest to be determined by the Manager from time to time; and
- (b) 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, with the exact rate of collection charge to be determined by the Manager from time to time, and

all the above amounts collected by the Manager shall be credited to the Special Fund.

4. 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 legal expenses and other costs and 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.

5. 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 4 of this Subsection 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.

6. 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 4 of this Subsection shall apply equally to any such action.

F. Application of monies received by Manager

1. 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.

2. 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 4 of Subsection E of this Section, 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.

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

G. Owners' interest in funds

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 Clauses 1(a) or 1(e) or 2 of Subsection E of this Section (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 Clauses 1(a) or 1(e) of Subsection E of this Section (as the case may be) and any deposit payable under Clause 1(a) of Subsection E of this Section and paid by the First Owner under Clause 2 of Subsection E of this Section 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

1. 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).

2.

- (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-clauses (a) or (b) above in a prominent place in the Development.
- (d) Subject to sub-clauses (e) and (f) below, the Manager shall without delay pay all money received by him in respect of the management of the Development into the account opened and maintained under sub-clause (a) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) above.
- (e) Subject to sub-clause (f) below, the Manager may, out of money received by 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) above or the payment of that amount into a current account in accordance with that sub-clause (e) above 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 2 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.

3. 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.

4. 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.

5. 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 10 of Subsection D of this Section 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.

6. 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.

7. 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.

8.

(a) Subject to sub-clause (b) below, 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.

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

(i) prepare:

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

(II) 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

(ii) 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 sub-clause (b)(i) and have not been delivered under sub-clause (a) above.

9. Subject to Clause 6(c) of Section X of this Deed, on termination of the Manager's appointment, the Manager must assign the Undivided Shares allocated to 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

1. 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.
2.
 - (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 Residential Unit or depositing it in the letter box for that Residential Unit.
3.
 - (a) 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.
 - (b) For the purposes of sub-clause (a) above, the reference in sub-clause (a) above to “10% of the Owners” shall (i) 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 (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.

4. 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.

5. A meeting of the Owners shall be presided over by the Chairman of the Owners' Committee or, if the meeting is convened under Clauses 2(a)(ii) or 2(a)(iii) of this Subsection, the person convening the meeting.

6.

- (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 Clauses 2(a)(ii) or 2(a)(iii) of this Subsection, 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.

7. 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.

8. 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.

9. 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 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.

10. 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:

- (a) to liaise and consult with the Manager in respect of all matters concerning the management of the Land and the Development;
- (b) to apply if thought fit for registration as a corporation under the Ordinance;
- (c) 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;
- (d) 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 2(c) of Subsection A of Section VI of this Deed) any service company or agent as a Manager of the Development upon the termination of the then Manager's employment;
- (e) 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.

11. 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 7 of this Subsection shall not include the Undivided Shares allocated to the Common Areas and Facilities.

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

13. Notwithstanding anything contained in this Subsection A of this Section VII of this Deed, no resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than seventy-five per cent (75%) of the total number of Undivided Shares in the Development namely:

- (i) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Government Grant or in the event of the Government taking any action by way of earlier re-entry thereunder in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease term upon such terms and conditions as the Government shall offer, whether and in what manner to pay any premium, rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the Government Grant as aforesaid.
- (ii) A resolution to rebuild or redevelop the Development (but excluding the resolutions passed or to be passed in accordance with Section VIII of this Deed in relation to any damaged part(s) of the Development).

B. Meetings of the Owners' Committee

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

2. 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 7. For the time being and unless and until otherwise determined by a meeting of the Owners, there shall be at least 1 representative for the Owners of the Mansion Units, at least 4 representatives for the Owners of the Flats, 1 representative for the Owner of the Non-industrial Portion and 1 representative for the Owners of the Car Parks.

3. (a) Any of the following shall be eligible for election as an Owners' Committee member under Clause 2 of this Subsection if he is resident in Hong Kong:

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

- (iii) where the Owner of a Unit is a corporate body, any one representative appointed by such Owner.
 - (b) The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice served on the Owners' Committee.
 - (c) If an Owner owns more than one 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.
4. A member of the Owners' Committee shall hold office until the annual general meeting of Owners next following his appointment or election provided that:
- (a) He shall nevertheless cease to hold office if:
 - (i) he resigns by notice in writing to the Owners' Committee;
 - (ii) he ceases to be eligible; or
 - (iii) he becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty.
 - (b) 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.
5. Retiring members of the Owners' Committee shall be eligible for re-election.
6. Subject to Clause 2 of this Subsection above, the Owners' Committee may appoint any eligible Owner to fill any casual vacancy or as an additional member for the current term.
7. The Owners' Committee may continue to act notwithstanding any vacancies in the number provided that the number is not reduced below 3. In the event that the number is reduced below 3, 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.
8. 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.
9. 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.

- 10.
- (a) The officers of the Owners' Committee ("Officers") shall be:
 - (i) the Chairman;
 - (ii) the secretary; and
 - (iii) such other officers (if any) as the Owners' Committee may from time to time elect.
 - (b) 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.
 - (c) All casual vacancies of the Officers shall be filled by election or appointment by the members of the Owners' Committee as it may from time to time determine.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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

Subject to provisions in Schedule 7 to the Ordinance, the procurement of supplies, goods or services by the Owners' Committee that involves an amount in excess of or likely to be in excess of HK\$200,000 (or such other sum as the Secretary for Home and Youth Affairs may specify by notice in the Gazette) or an amount which is or is likely to be more than 20% of the Management Budget (or such other percentage as the Secretary for Home and Youth 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 Owners' Committee with any appropriate variations.

SECTION VIII - REINSTATEMENT

1. 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 use or 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 whether or not to rebuild or reinstate the damaged part(s) of the Development and if such meeting resolves 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, privileges, 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.

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

- (a) 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;
- (b) Subject to sub-clause (1) below, 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 allocated to the damaged part or parts of the Development shall be a quorum;
- (c) Subject to sub-clause (1) below, 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;
- (d) The Owners present in such meeting shall choose one of them to be the

chairman of the meeting;

- (e) 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;
- (f) Subject to sub-clause (l) below, every Owner shall have one vote for each Undivided Share vested in him and in the case of Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and in case of dispute the first named in the register kept in the Land Registry of such Owners shall have the right to vote;
- (g) Votes may be given either personally or by proxy;
- (h) 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;
- (i) Subject to sub-clause (l) below, 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:
 - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (j) Subject to sub-clause (l) below, 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;
- (k) The accidental omission to give notice as aforesaid to any Owners shall not

invalidate the meeting or any resolution passed thereat;

- (l) 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 preceding sub-clauses (b), (c), (f), (i) and (j) shall not include the Undivided Shares allocated to the Common Areas and Facilities.

SECTION IX – EXCLUSIONS AND INDEMNITIES

The Manager, its employees, 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 PROVIDED THAT this provision shall not exclude any liability of the Manager, its employees, agents or contractors and the Owners' Committee to the Owners for any act, deed, matter or thing done or omitted to be done arising out of or 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 indemnify the Manager, its employees, 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 in pursuance of the provisions of this Deed PROVIDED THAT no Owner shall be required to indemnify the Manager, its employees, agents or contractors and the Owners' Committee from and against any act, deed, matter or thing done or omitted to be done arising out of or involving criminal liability or dishonesty or negligence as aforesaid and all costs and expenses in connection therewith. 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:

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

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 and 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

1. All outgoings (including Government rent, rates, management expenses) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Development held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.
2. 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.
3. 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.
4. 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.
5. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Common Areas and Facilities and to the Undivided Shares held therewith.
6.
 - (a)
 - (i) 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.

- (ii) 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.
- (b) 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.
- (c) Upon execution of this Deed, the First Owner shall assign the whole of the Undivided Shares allocated to 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.

7. 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.

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

9. 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.

10.

- (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. For the avoidance of doubt, the Owner of a Mansion Unit and the Owner of the Non-industrial Portion shall be responsible for the maintenance and carrying out of such necessary works for the maintenance of the external walls that form part of the Mansion Unit or of the Non-industrial Portion (as the case may be) owned by such Owner.

- (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.
11. 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.
12. 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.
13. 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.
14. Notwithstanding anything herein contained, nothing in the Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of RCHE or RCHD or the use of the Land or any part thereof or the Development or any part thereof for the purpose of RCHE or RCHD.
15. Notwithstanding anything contained in this Deed, the following provisions shall apply:
- (a) Pursuant to Special Condition No.(41)(c) of the Government Grant, the First Owner shall, at its own expense and in all respects to the satisfaction of the Water Authority, upkeep, maintain, repair and manage the AMR

Outstation(s) in good repair and operational condition until such time as the same shall have been delivered to the Water Authority in accordance with Special Condition No.(41)(g) of the Government Grant.

- (b) The First Owner 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 and repass over, along and upon the Car Park Common Areas, AMR RM. FOR (TOWER 3A, 3B & TOWER 5) (automatic meter reading room for (TOWER 3A, 3B & TOWER 5)), and AMR RM. FOR RETAIL (automatic meter reading room for retail) for the purposes of upkeeping, maintaining, repairing and managing the AMR Outstation(s) in good repair and operational condition pursuant to Special Condition No.(41)(c) of the Government Grant.
- (c) Pursuant to Special Condition No.(41)(g) of the Government Grant, the First Owner shall when called upon to do so by the Water Authority and within such time as may be specified by the Water Authority deliver the AMR Outstation(s) to the Water Authority without any payment or compensation.
- (d) All Owners shall jointly and severally indemnify and keep indemnified the First Owner from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the obligations under Special Conditions Nos.(41)(d), (41)(f) and (41)(i) of the Government Grant, to the extent that such losses or claims are not caused by the negligence or default on the part of the First Owner.
- (e) All Owners shall jointly and severally indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the provision, installation, repair, maintenance and management of the AMR Outstation(s) or in connection with the works under Special Condition No.(41)(e) of the Government Grant, to the extent that such losses or claims are not caused by the negligence or default on the part of the First Owner.

16. 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 Conditions of Sale No.20348, particulars of which are as follows:

- (a) Date : the 23rd day of July 2019
- (b) Parties : Fame Well Creation Limited (名氣創建有限公司) 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 23rd day of July 2019
- (d) Lot : New Kowloon Inland Lot No.6553

THE SECOND SCHEDULE ABOVE REFERRED TO

(Allocation of Undivided Shares)

Summary of Allocation of Undivided Shares

<u>Description</u>	<u>Number of Undivided Shares</u>
1. Residential Units (<i>Note 1</i>)	56,878
2. Car Parks	4,861
3. Non-industrial Portion	2,973
4. Common Areas and Facilities	2,500
Total Undivided Shares:	67,212

Note 1:

The total number of Undivided Shares allocated to all Flats is 54,243.
The total number of Undivided Shares allocated to all Mansion Units is 2,635.

Allocation of Undivided Shares to each Residential Unit

(I) High-rise Building(s) (*Note 2*)

(a) Tower 1

Floor	Flat	Number of Undivided Shares allocated to each Flat	Sub-total
2/F	A*	186	186
	B*	168	168
3/F to 6/F (3 storeys)	A*	194	582
	B*	174	522
7/F to 21/F (13 storeys)	A*	194	2,522
	B*	174	2,262
22/F to 35/F (12 storeys)	A*	194	2,328
	B*	174	2,088
36/F to 37/F	A*	327	327
	B*	294	294
Total:			11,279

(b) Tower 2

Floor	Flat	Number of Undivided Shares allocated to each Flat	Sub-total
2/F	A*	171	171
	B*	168	168
3/F to 21/F (16 storeys)	A*	178	2,848
	B*	174	2,784
22/F to 35/F (12 storeys)	A*	178	2,136
	B*	174	2,088
36/F to 37/F	A*	323	323
	B*	294	294
Total:			10,812

(c) Tower 3A

Floor	Flat	Number of Undivided Shares allocated to each Flat	Sub-total
3/F	A	51	51
	B	52	52
	C	47	47
	D	35	35
5/F to 20/F (14 storeys)	A	54	756
	B	51	714
	C	47	658
	D	35	490
21/F to 37/F (15 storeys)	A	54	810
	B	51	765
	C	47	705
	D	35	525
38/F	A	105	105
	B	124	124
Total:			5,837

(d) Tower 3B

Floor	Flat	Number of Undivided Shares allocated to each Flat	Sub-total
3/F	A	58	58
	B	46	46
	C	50	50
5/F to 20/F (14 storeys)	A	61	854
	B	49	686
	C	53	742
21/F to 37/F (15 storeys)	A	61	915
	B	49	735
	C	53	795
38/F	A	103	103
Total:			4,984

(e) Tower 5

Floor	Flat	Number of Undivided Shares allocated to each Flat	Sub-total
3/F	A	81	81
	B	50	50
	C	56	56
5/F to 20/F (14 storeys)	A	84	1,176
	B	53	742
	C	57	798
21/F to 36/F (14 storeys)	A	84	1,176
	B	52	728
	C	58	812
37/F	A	84	84
	B	52	52
	C	58	58
38/F	A	185	185
Total:			5,998

(f) Tower 6

Floor	Flat	Number of Undivided Shares allocated to each Flat	Sub-total
3/F	A	86	86
	B	69	69
	C	81	81
5/F to 20/F (14 storeys)	A	88	1,232
	B	73	1,022
	C	84	1,176
21/F to 36/F (14 storeys)	A	88	1,232
	B	73	1,022
	C	84	1,176
37/F	A	88	88
	B	73	73
	C	84	84
38/F	A	196	196
Total:			7,537

(g) Tower 8

Floor	Flat	Number of Undivided Shares allocated to each Flat	Sub-total
3/F	A*	137	137
	B*	107	107
5/F to 20/F (14 storeys)	A*	142	1,988
	B*	110	1,540
21/F to 37/F (15 storeys)	A*	141	2,115
	B*	110	1,650
38/F	A*	259	259
Total:			7,796

Note 2:

1. "Tower 4" and "Tower 7" are not used.
2. There is no designation of "4/F", "13/F", "14/F", "24/F" and "34/F" in Tower 1, Tower 2, Tower 3A, Tower 3B, Tower 5, Tower 6 and Tower 8.
3. Flat(s) with * comprise private lift lobby(ies). Such private lift lobbies are not lift lobbies serving a fireman's lift or protected lift lobbies to a required staircase, and are not designated as Common Areas and Facilities under this Deed.

(II) Mansions (Note 3)

(a) Mansion A (Harbour Light)

Mansion Unit	Number of Undivided Shares allocated to each Mansion Unit	Sub-total
Villa 1*	468	468
Villa 2*	446	446
Total:		914

(b) Mansion B (Harbour Breeze)

Mansion Unit	Number of Undivided Shares allocated to each Mansion Unit	Sub-total
Villa 3*	419	419
Villa 5*	413	413
Total:		832

(c) Mansion C (Harbour Wave)

Mansion Unit	Number of Undivided Shares allocated to each Mansion Unit	Sub-total
Villa 6*	420	420
Villa 8*	469	469
Total:		889

Note 3:

1. "Villa 4" and "Villa 7" are not used.
2. Mansion Unit(s) with * comprise private lift lobby(ies). Such private lift lobbies are not lift lobbies serving a fireman's lift or protected lift lobbies to a required staircase, and are not designated as Common Areas and Facilities under this Deed.

Allocation of Undivided Shares to each Car Park

Category	Floor	Car Park Number	Total Number of Car Parks	Number of Undivided Shares allocated to each Car Park	Total number of Undivided Shares
Residential Parking Spaces	Basement 3 Floor	3001 to 3003, 3005 to 3013, 3015 to 3023, 3025 to 3033, 3035 to 3039, 3050 to 3053, 3055 to 3063, 3065 to 3073, 3075 to 3083, 3085 to 3093, 3095 to 3103 and 3105 to 3112	373	13	4,849
	Basement 2 Floor	2001 to 2003, 2005 to 2013, 2015 to 2023, 2025 to 2033, 2035 to 2039, 2050 to 2053, 2055 to 2063, 2065 to 2073, 2075 to 2083, 2085 to 2093, 2095 to 2103, 2105 to 2113, 2115 to 2123, 2125 to 2133, 2135 to 2139, 2150 to 2153, 2155 to 2163, 2165 to 2173, 2175 to 2183 and 2185 to 2187			
	Basement 1 Floor	1001 to 1003, 1005 to 1013, 1015 to 1023, 1025 to 1033, 1035 to 1039, 1050 to 1053, 1055 to 1063, 1065 to 1073, 1075 to 1083, 1085 to 1093, 1095 to 1103, 1105 to 1113, 1115 to 1123, 1125 to 1133, 1135 to 1139, 1150 to 1153, 1155 to 1163, 1165 and 1166			
Residential Motor Cycle Parking Spaces	Basement 2 Floor	M1, M2, M3, M5, M6 and M7	6	2	12
Total:					4,861

THE THIRD SCHEDULE ABOVE REFERRED TO

(Allocation of Management Shares)

Summary of Allocation of Management Shares

<u>Description</u>	<u>Number of Management Shares</u>
1. Residential Units (<i>Note 1</i>)	56,878
2. Car Parks	4,861
3. Non-industrial Portion	2,973
Total Management Shares:	64,712

Note 1:

The total number of Management Shares allocated to all Flats is 54,243.
The total number of Management Shares allocated to all Mansion Units is 2,635.

Allocation of Management Shares to each Residential Unit

(I) High-rise Building(s) (*Note 2*)

(a) Tower 1

Floor	Flat	Number of Management Shares allocated to each Flat	Sub-total
2/F	A*	186	186
	B*	168	168
3/F to 6/F (3 storeys)	A*	194	582
	B*	174	522
7/F to 21/F (13 storeys)	A*	194	2,522
	B*	174	2,262
22/F to 35/F (12 storeys)	A*	194	2,328
	B*	174	2,088
36/F to 37/F	A*	327	327
	B*	294	294
Total:			11,279

(b) Tower 2

Floor	Flat	Number of Management Shares allocated to each Flat	Sub-total
2/F	A*	171	171
	B*	168	168
3/F to 21/F (16 storeys)	A*	178	2,848
	B*	174	2,784
22/F to 35/F (12 storeys)	A*	178	2,136
	B*	174	2,088
36/F to 37/F	A*	323	323
	B*	294	294
Total:			10,812

(c) Tower 3A

Floor	Flat	Number of Management Shares allocated to each Flat	Sub-total
3/F	A	51	51
	B	52	52
	C	47	47
	D	35	35
5/F to 20/F (14 storeys)	A	54	756
	B	51	714
	C	47	658
	D	35	490
21/F to 37/F (15 storeys)	A	54	810
	B	51	765
	C	47	705
	D	35	525
38/F	A	105	105
	B	124	124
Total:			5,837

(d) Tower 3B

Floor	Flat	Number of Management Shares allocated to each Flat	Sub-total
3/F	A	58	58
	B	46	46
	C	50	50
5/F to 20/F (14 storeys)	A	61	854
	B	49	686
	C	53	742
21/F to 37/F (15 storeys)	A	61	915
	B	49	735
	C	53	795
38/F	A	103	103
Total:			4,984

(e) Tower 5

Floor	Flat	Number of Management Shares allocated to each Flat	Sub-total
3/F	A	81	81
	B	50	50
	C	56	56
5/F to 20/F (14 storeys)	A	84	1,176
	B	53	742
	C	57	798
21/F to 36/F (14 storeys)	A	84	1,176
	B	52	728
	C	58	812
37/F	A	84	84
	B	52	52
	C	58	58
38/F	A	185	185
Total:			5,998

(f) Tower 6

Floor	Flat	Number of Management Shares allocated to each Flat	Sub-total
3/F	A	86	86
	B	69	69
	C	81	81
5/F to 20/F (14 storeys)	A	88	1,232
	B	73	1,022
	C	84	1,176
21/F to 36/F (14 storeys)	A	88	1,232
	B	73	1,022
	C	84	1,176
37/F	A	88	88
	B	73	73
	C	84	84
38/F	A	196	196
Total:			7,537

(g) Tower 8

Floor	Flat	Number of Management Shares allocated to each Flat	Sub-total
3/F	A*	137	137
	B*	107	107
5/F to 20/F (14 storeys)	A*	142	1,988
	B*	110	1,540
21/F to 37/F (15 storeys)	A*	141	2,115
	B*	110	1,650
38/F	A*	259	259
Total:			7,796

Note 2:

1. "Tower 4" and "Tower 7" are not used.
2. There is no designation of "4/F", "13/F", "14/F", "24/F" and "34/F" in Tower 1, Tower 2, Tower 3A, Tower 3B, Tower 5, Tower 6 and Tower 8.
3. Flat(s) with * comprise private lift lobby(ies). Such private lift lobbies are not lift lobbies serving a fireman's lift or protected lift lobbies to a required staircase, and are not designated as Common Areas and Facilities under this Deed.

(II) Mansions (Note 3)

(a) Mansion A (Harbour Light)

Mansion Unit	Number of Management allocated to each Mansion Unit	Sub-total
Villa 1*	468	468
Villa 2*	446	446
Total:		914

(b) Mansion B (Harbour Breeze)

Mansion Unit	Number of Management Shares allocated to each Mansion Unit	Sub-total
Villa 3*	419	419
Villa 5*	413	413
Total:		832

(c) Mansion C (Harbour Wave)

Mansion Unit	Number of Management Shares allocated to each Mansion Unit	Sub-total
Villa 6*	420	420
Villa 8*	469	469
Total:		889

Note 3:

1. "Villa 4" and "Villa 7" are not used.
2. Mansion Unit(s) with * comprise private lift lobby(ies). Such private lift lobbies are not lift lobbies serving a fireman's lift or protected lift lobbies to a required staircase, and are not designated as Common Areas and Facilities under this Deed.

Allocation of Management Shares to each Car Park

Category	Floor	Car Park Number	Total Number of Car Parks	Number of Management Shares allocated to each Car Park	Total number of Management Shares
Residential Parking Spaces	Basement 3 Floor	3001 to 3003, 3005 to 3013, 3015 to 3023, 3025 to 3033, 3035 to 3039, 3050 to 3053, 3055 to 3063, 3065 to 3073, 3075 to 3083, 3085 to 3093, 3095 to 3103 and 3105 to 3112	373	13	4,849
	Basement 2 Floor	2001 to 2003, 2005 to 2013, 2015 to 2023, 2025 to 2033, 2035 to 2039, 2050 to 2053, 2055 to 2063, 2065 to 2073, 2075 to 2083, 2085 to 2093, 2095 to 2103, 2105 to 2113, 2115 to 2123, 2125 to 2133, 2135 to 2139, 2150 to 2153, 2155 to 2163, 2165 to 2173, 2175 to 2183 and 2185 to 2187			
	Basement 1 Floor	1001 to 1003, 1005 to 1013, 1015 to 1023, 1025 to 1033, 1035 to 1039, 1050 to 1053, 1055 to 1063, 1065 to 1073, 1075 to 1083, 1085 to 1093, 1095 to 1103, 1105 to 1113, 1115 to 1123, 1125 to 1133, 1135 to 1139, 1150 to 1153, 1155 to 1163, 1165 and 1166			
Residential Motor Cycle Parking Spaces	Basement 2 Floor	M1, M2, M3, M5, M6 and M7	6	2	12
Total:					4,861

THE FOURTH SCHEDULE ABOVE REFERRED TO

Works and Installations as at the date of this Deed:

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) staircase pressurization system;
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations (if applicable);
- (x) gas supply system;
- (xi) window installations;
- (xii) smoke exhaustion system;
- (xiii) Telecommunication network system;
- (xiv) Television and broadcasting system; and
- (xv) other major items (e.g. central air-conditioning and ventilation system, escalators etc.)

THE FIFTH SCHEDULE ABOVE REFERRED TO

The Fire Safety Management Plan includes, without limitation, the following requirements as at the date of this Deed:

- (a) For Open Kitchen Units of the Development:-
- Smoke detectors provided inside the Open Kitchen area of the Open Kitchen Units and the common lobby outside the Open Kitchen Units should not be removed or obstructed.
 - Sprinkler head provided at the ceiling immediately above the Open Kitchen should not be removed or obstructed.
 - The full height wall having an FRR of not less than -/30/30 adjacent to the exit door of an Open Kitchen Unit should not be removed.
 - The fire service installations mentioned in this paragraph (a) should be subject to annual check conducted by the Manager's Registered Fire Service Installation Contractor ("RFSIC").
- (b) The Manager should assist the Owners to carry out annual maintenance of the fire service installations and submit the maintenance certificate (F.S. 251) to the Fire Services Department. The Owners should allow access for the RFSIC to carry out annual check and maintenance.
- (c) Staff training (including the course of actions to be carried out by security officers/security guards) should be conducted.

THE SIXTH SCHEDULE ABOVE REFERRED TO

Schedule of Approved Noise Mitigation Measures

High-rise Building(s)	NSR	Flat	Room	Floor	Approved Noise Mitigation Measures
Tower 3A	T3-TYP-07	B	LIV./DIN.	3/F-12/F	Acoustic Door (Baffle Type)
Tower 3A	T3-TYP-08	B	M.B.R.	3/F-16/F	Acoustic Window (Baffle Type)
Tower 3A	T3-TYP-03	C	M.B.R.	3/F-25/F	Acoustic Window (Baffle Type); Utility Platform with Auto-Closing Door
Tower 3A	T3-TYP-04	C	B.R.1	3/F-25/F	Acoustic Window (Baffle Type)
Tower 3A	T3-TYP-05	C	LIV./DIN.	3/F-23/F	Acoustic Door (Baffle Type)
Tower 3A	T3-TYP-06	C	LIV./DIN.	3/F-8/F	Fixed Glazing with / without Maintenance Window
Tower 3A	T3-TYP-01a	D	M.B.R.	3/F-35/F	Utility Platform with Auto-Closing Door
Tower 3A	T3-TYP-01b	D	M.B.R.	3/F-37/F	Acoustic Window (Baffle Type)
Tower 3A	T3-TYP-02	D	LIV./DIN.	3/F-31/F	Acoustic Door (Baffle Type)
Tower 3B	T3-TYP-22	A	B.R.1	3/F-29/F	Fixed Glazing with / without Maintenance Window
Tower 3B	T3-TYP-23	A	B.R.1	3/F-37/F	Acoustic Window (Baffle Type)
Tower 5	T5-TYP-11	A	B.R.2	3/F-36/F	Fixed Glazing with / without Maintenance Window
Tower 5	T5-TYP-12	A	B.R.2	3/F-37/F	Acoustic Window (Baffle Type)
Tower 5	T5-TYP-01	C	B.R.1	3/F-31/F	Acoustic Window (Baffle Type)
Tower 5	T5-TYP-02	C	B.R.1	3/F-30/F	Fixed Glazing with / without Maintenance Window
Tower 6	T6-TYP-13	A	B.R.2	3/F-30/F	Acoustic Window (Baffle Type)
Tower 6	T6-TYP-01	C	B.R.2	3/F-37/F	Acoustic Window (Baffle Type)
Tower 6	T6-TYP-02	C	B.R.2	3/F-36/F	Fixed Glazing with / without Maintenance Window
Tower 8	T8-TYP-07	A	LIV./DIN.	3/F	Fixed Glazing with / without Maintenance Window
Tower 8	T8-TYP-08	A	LIV./DIN.	3/F	Fixed Glazing with / without Maintenance Window
Tower 8	T8-TYP-12	A	M.B.R.	3/F-19/F	Utility Platform with Auto-Closing Door
Tower 8	T8-TYP-01	B	B.R.2	3/F-20/F	Fixed Glazing with / without Maintenance Window
Tower 8	T8-TYP-02	B	B.R.2	3/F-15/F	Acoustic Window (Baffle Type)
Tower 8	T8-38F-11	A	M.B.R.	38/F	Fixed Glazing with / without Maintenance Window

Note: 4/F, 13/F, 14/F, 24/F, 34/F are omitted for all High-rise Buildings, namely, Tower 1, Tower 2, Tower 3A, Tower 3B, Tower 5, Tower 6 and Tower 8.

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

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

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

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

SIGNED SEALED AND DELIVERED)
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by the Covenantee Owner)
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in the presence of:)

Solicitor, Hong Kong SAR

INTERPRETED to the Covenantee Owner by:

[OR]

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

Solicitor, Hong Kong SAR