

THIS DEED

is made the

day of

201

BETWEEN :-

- (1) ONFINE DEVELOPMENT LIMITED (安豐發展有限公司) (Company No.331753), GAINBO LIMITED (明保有限公司) (Company No.751174) whose registered offices are both situate at 72nd-76th Floors, Two International Finance Centre, No.8 Finance Street, Central, Hong Kong and WAYGENT INVESTMENT LIMITED (威津投資有限公司) (Company No.315915) MAGIC SIGN LIMITED (麗誌有限公司) (Company No.734277) whose registered offices are both situate at 30/F., New World Tower, 18 Queen's Road Central, Hong Kong (collectively, "the First Owner" which expression shall where the context so admits include their respective successors and assigns) of the first part,
- (2) ("First Assignee" which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns) of the second part, and
- (3) [] (Company No. [*]) whose registered office is situate at [*] ("the Manager" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part.

DEFINITIONS :-

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

"Authorized Person" means Mr. Lew Wing Tim, George of Hsin Yieh Architects & Engineers Ltd., an authorized person as defined in section 2(1) of the Buildings Ordinance (Cap. 123) appointed by the First Owner for the construction of the Estate, which expression shall include any other authorized person or persons as defined in section 2(1) of the Buildings Ordinance (Cap. 123) appointed by the First Owner from time to time.

"BMO" means the Building Management Ordinance (Cap. 344) or any statutory modification or re-enactment thereof for the time being in force.

"Building Plans" means the general building plans and specifications in respect of the Estate or any parts thereof approved by the Building Authority under Ref. No. 2/9033/10 and include any approved amendments thereto from time to time.

"Commercial Development" means those parts of the Estate comprising the Commercial Unit(s) located on the ground floor for the time being and from time to time constructed for non-residential purposes in accordance with the Building Plans including but not limited to: -

- (a) those parts of the Estate comprising the Commercial Unit(s) located on the ground floor;
- (b) those parts of the external walls of the Estate on the ground floor forming part of the Commercial Development; and
- (c) the walls (whether load bearing or structural or not), columns, beams, floor slabs (and in the event the floor slab is separating the Commercial Development from other part or parts of the Estate, the upper half of such floor slab), ceiling slabs (and in the event the ceiling slab is separating the Commercial Development from other part or parts of the Estate, the lower half of such ceiling slab) and other structural supports of and within the Commercial Development BUT excluding the Estate Common Areas and Facilities and the Residential Common Areas and Facilities.

"Commercial Management Budget" means the budget to be prepared for the Commercial Development more particularly described in Clauses 14(a)(iii) and 15(b)(ii) hereof.

"Commercial Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Commercial Development.

"Commercial Unit" means a Unit or shop on the ground floor of the Commercial Development of the Estate intended for non-residential or commercial use in accordance with the Building Plans and the Occupation Permit and to which Undivided Shares have been allocated as per the First Schedule hereto and shall include but not limited to:-

- (a) the internal walls and partitions (whether load bearing or structural or not) of or within the Commercial Unit;
- (b) the inner half of any wall (other than the external walls of the Estate) and partition (whether load bearing or structural or not) of or within the Commercial Unit separating the Commercial Unit or any part thereof from any other part(s) of the Estate; and
- (c) the columns, beams, floor slabs (and in the event the floor slab is separating the Commercial Unit from other part or parts of the Estate, the upper half of such floor slab), ceiling slabs (and in the event the ceiling slab is separating the Commercial Unit from other part or parts of the Estate, the lower half of such ceiling slab) and other structural supports of or within the Commercial Unit.

"Clubhouse" means such parts of the Estate situated on the ground floor of the Estate for use as a clubhouse by the Owners or Occupiers of the Residential Unit(s) and their bona fide guests, visitors and invitees, which for the purpose of identification only is shown and coloured green hatched black on the plan marked Plan No. DMC-01 annexed to this Deed and the accuracy of such plan is certified by or on behalf of the Authorized Person.

"Club Rules" means the rules and regulations (if any) as the Manager may make from time to time in accordance with the provisions of this Deed for the proper or more efficient management of the Clubhouse.

"Common Areas" means collectively the Estate Common Areas and the Residential Common Areas, each of which Common Areas shall, where applicable, include those appropriate and relevant common parts covered by the definition of "common parts" set out in section 2 of the BMO.

"Common Areas and Facilities" means collectively the Common Areas and the Common Facilities.

"Common Facilities" means collectively the Estate Common Facilities and the Residential Common Facilities.

"Estate" means the whole of the development comprising, inter alia, the Residential Units, the Commercial Units and the Common Areas and Facilities erected on the Lot in accordance with the Building Plans known as " Park Reach (尚悅·方)".

"Estate Common Areas" means those parts of the Estate intended for the common use and benefit of the Estate as a whole and not just any particular Unit or any particular part thereof and which are subject to the provisions of this Deed and all subsisting rights and rights of way to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate which said parts include but not limited to: -

- (a) such foundations, columns, beams, slabs and other structural supports and elements that do not belong to or form part of the Commercial Units or the Residential Units;
- (b) the Slopes and Retaining Walls (if any);
- (c) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;
- (d) the boundary fence wall of the Estate on the ground floor which for the purpose of identification only is shown and coloured yellow on the plan marked as No. DMC-01 annexed to this Deed and the accuracy of such plan is certified by or on behalf the Authorised Person;
- (e) those parts of the external walls of the Estate (including the curtain walls thereof, architecture fins and features thereon) at and above the ground floor not forming part of the Commercial Units and the Residential Development and for the purpose of identification only shown and coloured yellow on the plans marked Plan Nos. DMC-06 and DMC-07 annexed to this Deed and certified as to their accuracy by or on behalf of the Authorized Person;

- (f) such areas of the Estate as provided by the First Owner to CLP Power Hong Kong Limited including the transformer room, cable accommodations and all associated facilities to house its transformer and any ancillary equipment and facilities for the supply of electricity to the Estate;
- (g) all those areas for the purpose of identification only shown and coloured yellow on the plans marked Plan Nos. DMC-01 to DMC-02 and DMC-04 to DMC-07 annexed to this Deed (and the accuracy of such plans is certified by or on behalf of the Authorized Person) including but not limited to the fire services tank and pump room, the fire services water tank, the potable and flushing water upfeed pump room, the potable water tank, the flushing water tank, the switch room, the telecommunication and broadcasting room, the transformer room, the refuse storage and material recovery room, the check water meter cabinet and the flat roof thereof, and the sprinkler control valve and fire service and sprinkler inlet and the flat roof thereof on the ground floor, the common flat roofs on the 1st floor, the extra low voltage room and the emergency generator room on the roof, the sprinkler pump room and sprinkler water tank above the roof, and the upper roof and top roof of dog house; and
- (h) such additional areas of the Estate as may at any time be designated as the Estate Common Areas by the First Owner in accordance with the provisions of this Deed.

"Estate Common Areas and Facilities" means collectively the Estate Common Areas and the Estate Common Facilities.

"Estate Common Facilities" means all those facilities of the Estate intended for the common use and benefit of the Estate as a whole and not just any particular Unit or any particular part thereof which are subject to the provisions of this Deed to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate and includes but not limited to the communal aerial, all signal receivers, sewers, drains, storm water drains, water courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, CCTV and other facilities and equipment installed in the Estate Common Areas for security purposes, plant and machinery and other like installations, facilities or services of the Estate, the main switch cabinet and cable accommodations, the transformer room, transformer, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Estate, the water tank and pump equipment for potable and flushing water, control valves, storm water pipes, soil water pipes, fire services pipes, water tank and pump equipment for fire services, inlet pipes for fire services, sprinkler water, refuse storage with material recovery facilities, telecommunication and broadcasting facilities, the emergency generator, cable accommodations and all associated facilities, pump equipment for sprinkler system and water tank for sprinkler system, and such additional devices and facilities of the

Estate as may at any time be designated as Estate Common Facilities by the First Owner in accordance with the provisions of this Deed.

"Estate Management Budget" means the budget to be prepared for the Estate more particularly described in Clause 14(a)(i) hereof.

"Estate Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Estate as a whole and in particular the Estate Common Areas and Facilities excluding the Residential Management Expenses and the Commercial Management Expenses as provided herein.

"Estate Rules" means any rules and regulations as the Manager may make from time to time in accordance with the provisions of this Deed and the BMO for the proper or more efficient management of the Estate.

"Fire Safety Management Plan" means the fire safety management plan for open kitchen design in respect of the Estate approved or accepted by the Fire Services Department and/or any other relevant Government authority or authorities.

"First Assignee's Unit" means all those []th Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy All That on the Floor of the Estate.

"Government" means the Government of the Hong Kong Special Administrative Region.

"Government Grant" means the Agreement and Conditions of Exchange deposited and registered in the Land Registry as New Grant No.22262, particulars of which are as follows :-

- (a) Date : the 23rd day of December 2015;
- (b) Parties : the Government of the Hong Kong Special Administrative Region of the one part and Onfine Development Limited (安豐發展有限公司), Gainbo Limited (明保有限公司), Waygent Investment Limited (威津投資有限公司) and Magic Sign Limited (麗誌有限公司) of the other part;
- (c) Term : 50 years commencing from the 23rd day of December 2015;
- (d) Lot No. : Yuen Long Town Lot No.527.

"Lot" means all that piece or parcel of ground registered in the Land Registry as YUEN LONG TOWN LOT NO.527.

"maintain" means to repair, uphold, support, rebuild, renew, overhaul, pave, purge, scour, cleanse, empty, amend, keep, tend, replace and decorate or such of the foregoing as may be

applicable in the circumstances and in the interest of good estate management and "maintenance" shall be construed accordingly.

"management" means all duties and obligations to be performed and observed by the Manager in relation to the Estate pursuant to the Government Grant or as herein provided.

"Management Budgets" means collectively the Estate Management Budget, the Residential Management Budget and the Commercial Management Budget, and "Management Budget" shall be construed accordingly.

"Management Charges" means collectively the Management Expenses and the Manager's Fee.

"Management Expenses" means collectively the Estate Management Expenses, the Residential Management Expenses and the Commercial Management Expenses.

"management funds" means all monies received, recovered or held by the Manager for the use and benefit of the Estate and the daily management of the Estate pursuant to this Deed other than the Special Funds. Such funds shall be established and maintained by the Manager including interest and charges to defray the cost of the exercise of the Manager's powers and the performance of its duties under this Deed and the BMO and to pay the Management Expenses.

"Management Units" means the units which are allocated to the Units for the purpose of determining the amount of contribution towards the Management Charges by the Owners as set out in the Fourth Schedule hereto.

"Manager" means the Manager or any other manager for the time being appointed as manager of the Lot and the Estate pursuant to the provisions of this Deed and in the absence of any such appointment, the Owners' Committee shall act as the Manager.

"Manager's Fee" means the remuneration of the Manager as provided in Clause 12(a) hereof.

"Occupation Permit" means a temporary or permanent occupation permit issued by the Building Authority in respect of the Estate or any part or parts thereof.

"Occupier" means any person occupying or using a Unit with the consent, express or implied, of an Owner who owns the Unit, including without prejudice to the generality thereof any tenant, any member of the Owner's or tenant's family and any of the Owner's or tenant's servants, agents, invitees and licensees.

"Open Kitchen Unit" means a Residential Unit of which the kitchen is of open kitchen design, namely, the kitchen is not separated from the rest of the Unit by full enclosure comprising walls and door. All Residential Units are Open Kitchen Units.

"Owner" means and includes each person in whom for the time being any Undivided Share is vested and is registered as such under the Land Registration Ordinance (Cap. 128) and every

joint tenant or tenant in common of any such Undivided Share and where any such Undivided Share has been assigned or charged by way of mortgage or charge registered in the Land Registry the word Owner shall include both mortgagor or chargor and the registered mortgagee or chargee in possession of such Undivided Share or any mortgagee or chargee who has foreclosed.

"Owners' Committee" means a committee of the Owners of the Estate established under the provisions of this Deed and, where an Owners' Incorporation has been formed, the management committee of the Owners' Incorporation.

"Owners' Incorporation" means the owners' incorporation of the Estate formed in accordance with the provisions of the BMO.

"Recreational Areas and Facilities" means and includes the recreational areas and facilities on the ground floor of the Estate including the Clubhouse for use by the Owners or Occupiers of the Residential Units and their bona fide guests, visitors and invitees.

"Residential Common Areas" means those parts of the Residential Development intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit and which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units which said parts include but not limited to: -

- (a) those parts of the external walls of the Estate at the ground floor forming part of the Residential Development and for the purpose of identification only shown and coloured green on the plans marked Plan Nos. DMC-06 and DMC-07 annexed to this Deed and certified as to their accuracy by or on behalf of the Authorized Person;
- (b) the external walls of the Estate at and above the 1st floor not forming part of the Estate Common Areas or the Residential Units including: -
 - (1) the architecture fins and features thereon;
 - (2) the air-conditioning platforms (including the louvers thereof (if any)) adjacent to the Residential Units, or such other area(s), if any, as may be designated for that purpose; and
 - (3) the curtain wall structures of the Estate including but not limited to the mullions and cladding (except: (i) the openable parts of the curtain wall structures; and (ii) such pieces of glass panels wholly enclosing or fronting a Residential Unit, which said openable parts and glass panels shall form parts of the relevant Residential Units). For the avoidance of doubt, any glass panel forming part of the curtain wall structures of the Estate that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas,

BUT excluding the glass balustrades, metal balustrades or railings of the balconies, utility platforms, flat roofs or specified parts of roofs which form parts of the relevant Residential Units;

- (c) the Recreational Areas and Facilities;
- (d) security guard area;
- (e) the refuge floor (if any);
- (f) all those areas for the purpose of identification only shown and coloured green on the plans marked Plan Nos. DMC-01 to DMC-07 annexed to this Deed and (the accuracy of such plans is certified by or on behalf of the Authorized Person) including but not limited to the entrance lobby, the mail box, store room and the lift on the ground floor, the glass canopy on the 1st floor, the lift, the lift lobby, the electrical meter cabinet, the water meter cabinet, the extra low voltage duct, the refuse storage and material recovery room from the 1st floor to the 8th floor (both inclusive) (with the 4th floor omitted), the air relief duct for staircase pressurization, the staircase pressurization duct shaft, the fire hydrant, and the pipe duct from the 1st floor to the 8th floor (both inclusive) (with the 4th floor omitted), and the lift platform, the staircase pressurization fan rooms, the extra low voltage duct, the fire hydrant, the lift machine room, the staircase pressurization duct shaft, the pipe duct and the electrical meter cabinet on the roof; and
- (g) such additional areas of the Estate as may at any time be designated as the Residential Common Areas by the First Owner in accordance with the provisions of this Deed.

"Residential Common Areas and Facilities" means collectively the Residential Common Areas and the Residential Common Facilities.

"Residential Common Facilities" means all those facilities of the Estate intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units and includes but not limited to the lift, wires, cables, ducts, pipes, drains, CCTV, mail box and other facilities and equipment installed in the Residential Common Areas for security purposes, the sports and recreational facilities in the Recreational Areas and Facilities and all mechanical and electrical installations and equipment exclusively for the Residential Development, the cablings for extra-low voltage, storm water pipes, soil water pipes, fire services pipes, electrical meters and cable accommodations, water meters and water pipework with valves, refuse storage with material recovery facilities, lift machine equipment, lift hoisting and all associated facilities, staircase pressurization ductworks and fan system and all associated facilities, and such additional devices and facilities of the Estate as may at any time be designated as the Residential Common Facilities by the First Owner in accordance with the provisions of this Deed.

"Residential Development" means those parts of the Estate comprising the Residential Units and the Residential Common Areas and Facilities.

"Residential Management Budget" means the budget to be prepared for the Residential Development more particularly described in Clauses 14(a)(ii) and 15(b)(i) hereof.

"Residential Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Residential Development as a whole (excluding the Residential Units) and in particular the Residential Common Areas and Facilities.

"Residential Unit" means a Unit on the 1st floor or above of the Estate intended for residential use in accordance with the Building Plans and the Occupation Permit and to which Undivided Shares have been allocated as per the First Schedule hereto but excluding the Estate Common Areas and Facilities and the Residential Common Areas and Facilities and shall include but not limited to:-

- (a) the openable parts of the curtain wall structures of the Residential Development and such pieces of glass panels (i) forming part of the curtain wall structures of the Estate and (ii) wholly enclosing or fronting the Residential Unit (if any) Provided That any glass panel forming part of the curtain wall structures that does not wholly enclose a Residential unit but extend across two or more Residential Units shall form part of the Residential Common Areas;
- (b) the internal walls and partitions (whether load bearing or structural or not) of or within the Residential Unit;
- (c) the inner half of any wall (other than the external walls of the Estate) and partition (whether load bearing or structural or not) of or within the Residential Unit separating the Residential Unit or any part thereof from any other part(s) of the Estate;
- (d) the columns, beams, floor slabs (and in the event the floor slab is separating the Residential Unit from other part or parts of the Estate, the upper half of such floor slab), ceiling slabs (and in the event the ceiling slab is separating the Residential Unit from other part or parts of the Estate, the lower half of such ceiling slab) and other structural supports of or within the Residential Unit; and
- (e) the glass balustrades, metal balustrades or railings of the balconies, utility platforms, flat roofs or specified parts of roofs (if any) held with and forming part of such Residential Unit as approved under the Building Plans.

"Slope Maintenance Guidelines" means the guidelines known as "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time).

"Slope Maintenance Manual" means the slope maintenance manual (if any) for the Slopes and Retaining Walls (if any) prepared in accordance with the Slope Maintenance Guidelines.

"Slopes and Retaining Walls" means such slopes, slope treatment works, retaining walls and/or other structures (if any) within or outside the Lot the maintenance of which is the liability of the Owners under the provisions of the Government Grant or this Deed, if any.

"Special Funds" means funds to be established and kept by the Manager in accordance with Clause 19 of this Deed for the purpose of paragraph 4 of the Schedule 7 to the BMO and the term "Special Fund" shall be construed to mean any one (1) or more component(s) of the Special Funds if the context so required.

"Undivided Shares" means those equal undivided parts or shares of and in the Lot and of and in the Estate allocated in accordance with the provisions of this Deed and "Undivided Share" shall be construed accordingly.

"Unit" means a part of the Estate including a Commercial Unit or a Residential Unit of which the full and exclusive right and privilege to the use occupation and enjoyment has been or is intended to be assigned to or retained by an Owner and "his Unit" in relation to an Owner means the Unit or Units in respect of which that Owner has the full and exclusive right and privilege to hold use occupy and enjoy and shall have the same definition as "flat" under the BMO.

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

"Works and Installations Maintenance Manual" means the maintenance manual for the Works and Installations compiled by the First Owner.

WHEREAS :-

- (1) Immediately prior to the Assignment to the First Assignee hereinafter referred to, the First Owner was the registered owner and in possession of the Lot which is held under the Government Grant and subject to and with the benefit of the Government Grant.
- (2) The First Owner has developed the Lot in accordance with the Building Plans and has obtained the Occupation Permit from the Building Authority.
- (3) For the purposes of sale the Lot and the Estate have been notionally divided into [] equal Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.
- (4) By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part executed immediately before this Deed and for the consideration therein expressed the First Owner assigned unto the First Assignee the First Assignee's Unit and subject to and with the benefit of the Government Grant.

- (5) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Estate and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Estate.
- (6) The Director of Lands has approved the terms of this Deed in accordance with Special Condition No. (17)(a)(i) of the Government Grant.
- (7) In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter gender and words importing persons shall include corporations and vice versa and references to Clauses, Sub-clauses and Schedules shall be references to clauses, sub-clauses and schedules of this Deed.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

RIGHTS AND OBLIGATIONS OF OWNERS

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 First Assignee the whole of the Lot and the Estate together with the appurtenances thereto and the entire rents and profits thereof **SAVE AND EXCEPT** the First Assignee's Unit assigned to the First Assignee as aforesaid and the Common Areas and Facilities and **SUBJECT TO** the rights and privileges granted to the First Assignee by the said Assignment **AND SUBJECT TO** the provisions of this Deed so far as they are still subsisting.
2. The First Assignee 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 Assignee's Unit assigned to the First Assignee by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.
3. Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy a Unit or any part of the Estate and to receive rents and profits therefrom shall be held by the Owner or Owners from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the **SECOND SCHEDULE** hereto and the express covenants and provisions herein contained.

4. The Owner or Owners for the time being (including the First Owner) of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the THIRD SCHEDULE hereto so far as the same relate to such Undivided Share held by him or them.
5. Subject to the Government Grant and this Deed, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such Unit or part or parts of the Estate which may be held therewith PROVIDED THAT any such sale, assignment, mortgage, charge, lease or licence shall be made expressly subject to and with the benefit of this Deed.
6.
 - (a) The right to the exclusive use, occupation and enjoyment of any Unit or part of the Lot and the Estate shall not be sold, assigned, mortgaged, charged or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause shall, subject to the Government Grant, not extend to leases or tenancies or licences in respect of any Unit or part of the Lot and the Estate.
 - (b) The right to the exclusive use, occupation and enjoyment of a flat roof or roof, if any, shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which the flat roof or roof is held.
7.
 - (a) Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
 - (b) The Owner of any Residential Unit together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
 - (c) In each of the above cases, the right and liberty shall be subject to the provisions of this Deed, the rights of the Manager and the Estate Rules relating thereto.

SECTION II

ADDITIONAL RIGHTS OF THE FIRST OWNER

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 Lot and the Estate and any interest therein that the First Owner shall for as long as it remains the beneficial owner of any Undivided Share (and in addition to any other rights which it may have reserved under the said Assignment to the First Assignee or otherwise) have the sole, absolute and exclusive right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit and without the consent or concurrence of any other Owners, the Owners' Committee, the Owners' Incorporation or the Manager (save as otherwise restricted as in below) 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 and (where appropriate) granted and conferred upon the First Owner and its specific assigns :-

(a) The following exclusive rights and liberties of the First Owner in relation to the Commercial Development or any part thereof:-

(i) Subject to prior written approval of the Owners by a resolution of the Owners at an Owners' meeting convened under this Deed or the Owners' Incorporation (if formed), the right to apply to, negotiate and agree with the Government to amend, vary, modify, accept or enter into the Government Grant (including any plans annexed thereto) or any conditions thereof, or to obtain waiver, no-objection letter or licence (hereinafter collectively called "Variation"), in so far as the same relates to the Commercial Development or any part thereof, from time to time for such purposes and in such manner as the First Owner in its absolute discretion shall decide or deem fit without the concurrence or approval of any Owner, and to execute any modification letter, waiver letter, no-objection letter, licence, deed of variation or any other Variation or modification document(s) in connection therewith in the name of the First Owner alone without the necessity of joining in any other Owner, and any such amendment or variation or modification shall be binding on the Owners Provided That such amendment, variation or modification will not interfere with the other Owners' right to the exclusive use occupation and enjoyment of their Units or impede their access thereto and Provided That the right shall not extend to Units sold or assigned by

the First Owner. In exercise of the right under this Sub-Clause, the First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused. The Variation of the Government Grant shall not give to the other Owners any right of objection or action against the First Owner.

- (ii) The right at any time hereafter subject to the approval of the Building Authority (if required) to change, amend, vary, add to or alter the Building Plans including but not limited to the alteration amendment and variation of the user, the staircases (if any), the internal partitions or the layout of the Commercial Development or any part thereof, and the erection and construction of any additional staircases within the Commercial Development, and the right to carry out all or any construction works for implementation of and in accordance with such amended Building Plans and/or the Government Grant (with modification or variation as aforesaid), and to do everything necessary therefor or incidental thereto including but not limited to the demolition and/or construction and/or relocation of any part(s) (whether structural or otherwise) of the Commercial Development subject to the approval of the relevant government authorities and in accordance with all relevant ordinances and regulations, from time to time for such purposes and in such manner as the First Owner in its absolute discretion shall decide or deem fit without the concurrence or approval of any Owner, Provided That such change, amendment, variation, addition or alteration will not interfere with the other Owners' right to the exclusive use occupation and enjoyment of their Units nor impede their access thereto and Provided That the right shall not extend to any part of the Estate which has been sold or assigned by the First Owner. In exercise of the right under this Sub-Clause, the First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused.
- (iii) The right to enter into and upon the Common Areas and other parts of the Estate and the Lot with or without contractors, agents, workers and other persons authorised by the First Owner, and with or without all necessary equipment, plant, materials and machinery for the purposes of carrying out all or any works for implementation of and in accordance with the Building Plans (amended as aforesaid) and/or the Government Grant (with Variation as aforesaid), and to do everything necessary

therefor or incidental thereto, including but not limited to the demolition and/or construction and/or relocation of any part(s) (whether structural or otherwise) of the Commercial Development subject to the approval of the relevant government authorities and in accordance with all relevant ordinances and regulations Provided That an Owner's right to hold use occupy and enjoy his Unit shall not be interfered with and access to and from his Unit shall not be impeded And Provided That the right shall not extend to any part of the Estate which has been sold or assigned by the First Owner. In exercise of the right under this Sub-Clause, the First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused.

- (iv) To display, install, erect, affix or permit to be displayed, installed, erected or affixed upon the external walls, surfaces and facade of the Commercial Development or any part thereof logos, posters and other advertising signs or structures whatsoever and whether illuminated or not, but any work shall be carried out subject to the approval of the relevant government authorities and in accordance with all relevant ordinances and regulations.
- (v) To alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Commercial Development or any part thereof (hereinafter referred to as "the Services") at any time at its absolute discretion without the consent of the Manager, or other Owners PROVIDED THAT (I) proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Services so as to ensure that no damage is caused to those services and facilities within or appertaining to the Lot or any part thereof which are not serving exclusively the Commercial Development and (II) the First Owner shall make good any damages caused thereby.
- (vi) To install, erect, affix, construct and/or build any fittings, fixtures, finishes, partitions and/or other erections and to do all acts or things for the purposes of decorating, fitting out, improving, renovating or upgrading the Commercial Development or any part(s) thereof including the exterior surfaces and external facade of the Commercial Development at any time or times and in such manner as the First Owner may deem fit and the right to enter into and upon any part of the Lot and the Estate with or without workmen and equipment at all

reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes aforesaid causing as little disturbance as is reasonably practicable and making good any damage caused by such entry and to license or otherwise permit or grant the right so to do to any other person on such terms as the First Owner may deem fit.

(vii) To maintain, renew, improve, change and alter the external facade of the Commercial Development and to enter into and upon any parts of the Estate with or without workmen and equipment at all reasonable times upon giving prior written notice for any or all of the purposes aforesaid causing as little disturbance as is reasonably practicable and making good any damage caused by such entry.

(viii) In the event that any prior consent or approval of an Owner of a Unit may be required by any Government authority, the right to obtain from that Owner such consent or approval which shall not be unreasonably withheld and shall be provided free of charge Provided That the Owner's right to the exclusive use occupation and enjoyment of his Unit shall not thereby be interfered with or his access to his Unit be unreasonably impeded or restricted.

(b) The right to apply to, negotiate and agree with the Government to amend, vary or modify the Government Grant (including any plans annexed thereto) or any conditions thereof, or to obtain waiver, no-objection letter or licence, from time to time for such purposes and in such manner as the First Owner in its absolute discretion shall decide or deem fit without the concurrence or approval of any Owner, and to execute any modification letter, waiver letter, no-objection letter, licence, deed of variation or any other modification document(s) in connection therewith in the name of the First Owner alone without the necessity of joining in any other Owner, and any such amendment or variation or modification shall be binding on the Owners Provided That such amendment, variation or modification will not interfere with the other Owners' right to the exclusive use occupation and enjoyment of their Units, or unreasonably impede or restrict the access to or from any such Units and that all premium and fees payable to the Government in connection with such amendment, variation and modification of the Government Grant shall be borne and paid by the First Owner unless such amendment, variation or modification is required by the Government and relates to or benefits the entire or a substantial part of the Lot and the Estate in which event, such premium and fees shall be borne and paid by the Owners in

proportion to the number of Undivided Shares held by them respectively and such amendment, variation or modification shall be subject to the prior approval of the Owners' meeting or the Owners' Incorporation (if formed). The modification or variation of the Government Grant shall not give to the other Owners any right of objection or action against the First Owner.

- (c) The right at any time hereafter subject to the approval of the Building Authority (if required) to change, amend, vary, add to or alter the Building Plans including but not limited to the alteration amendment and variation of the user or the layout of the Estate or any part thereof, and the right to carry out all or any works for implementation of and in accordance with such amended Building Plans and/or the Government Grant (with modification or variation as aforesaid), and to do everything necessary therefor or incidental thereto, including but not limited to the demolition and/or construction and/or relocation of any part(s) (whether structural or otherwise) of the Estate, for such purposes and in such manner as the First Owner in its absolute discretion shall decide or deem fit without the concurrence or approval of any Owner, Provided That such change, amendment, variation, addition or alteration will not interfere with the other Owners' right to the exclusive use occupation and enjoyment of their Units nor impede their access thereto And Provided That the right shall be restricted to Units which have not been sold or assigned by the First Owner. In exercise of the right under this Clause, the First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused.
- (d) Subject to the prior approval of the Owners' Committee or the Owners' Incorporation (if formed), the right to effect surrenders and/or dedication of any part or parts of the Lot and/or the Estate to the Government either pursuant to the Government Grant or otherwise or whenever required by the Government so to do and the First Owner shall be at liberty to surrender to the Government or dedicate the same for public use in such form and manner as it shall in its absolute discretion think fit free from any claim or demand of any Owner including but without limitation any claim for compensation provided that an Owner's right to hold use occupy and enjoy his Unit shall not be interfered with and access to and from his Unit shall not be impeded or restricted and Provided That the right shall be restricted to Units which have not been sold or assigned by the First Owner.
- (e) The right to assign the Undivided Shares relating to the Common Areas and Facilities or any part or parts thereof to the Manager free of cost or

consideration to be held on trust for all the Owners subject to this Deed. The Manager shall hold such Undivided Shares as trustee for all Owners for the time being.

- (f) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to affix, maintain, alter, repair, service, replace, renew and remove any one or more chimneys, flues, pipes, masts, conduits, plant, machinery, equipment, lightning conductors and lighting fixtures, including, without limitation, microwave distribution systems, aerials, dishes, antennae, transmitters, transponders, receivers, tuners and the ancillary equipment and connections thereto and other fixtures or structures of whatsoever kind on or within any part or parts of the Common Areas and the right to enter into and upon any part of the Lot and the Estate with or without workmen and equipment at all reasonable times on giving prior reasonable written notice (except in the case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do to any other person on such terms as the First Owner may deem fit PROVIDED ALWAYS THAT the exercise of any of such rights shall not unreasonably affect or interfere with the exclusive use, occupation or enjoyment of the Units by other Owners or occupiers of the Units PROVIDED THAT any consideration received therefor (including any payment received for the approval) as a result of the exercise of such rights under this sub-clause (f) shall be credited to the Special Funds.
- (g) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to designate and declare by deed any area or part or parts of the Estate the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be additional Estate Common Areas and Facilities or Residential Common Areas and Facilities whereupon with effect from such designation and declaration such additional Estate Common Areas and Facilities or Residential Common Areas and Facilities (as the case may be) shall form part of the Estate Common Areas and Facilities or the Residential Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Estate Common Areas and Facilities or the Residential Common Areas and Facilities (as the case may be) PROVIDED THAT in making such designation and declaration the First Owner shall not unreasonably interfere with or affect an Owner's exclusive right to hold, use and

occupy the Unit which such Owner owns PROVIDED FURTHER THAT no Owner (including the First Owner) and the Manager shall re-convert or re-designate the aforesaid common areas and facilities to his or its own use and benefit.

- (h) Subject to prior written approval of the Owners by a resolution of the Owners at an Owners' meeting convened under this Deed or the Owners' Incorporation (if formed), the full right and liberty to utilize in whole or in part the balance of the maximum plot ratio, buildable floor area and/or site coverage of the Lot for the time being and at any time permitted under the Buildings Ordinance (Cap. 123) or under the Government Grant or otherwise including any concessions or bonus which may be granted by the Building Authority or obtained as a result of modification of the Government Grant Provided That an Owner's right to hold use occupy and enjoy his Unit shall not be interfered with or access to and from his Unit be impeded.
- (i) At its own cost and expense the rights to enter into and upon all parts of the Lot and the Estate with all necessary equipment, plant and materials for the purposes of completing or commissioning the construction of the Estate or any part thereof or the development of the Lot or any part thereof and carrying out any other works in, under, on or over the Lot and the Estate as it may from time to time see fit. The right of the First Owner to enter the Lot and the Estate to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner. The First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Lot and the Estate that the Owners, their servants, agents or licensees may or may not use while such works are being carried out provided that the Owner's right to hold, use, occupy and enjoy and his access to and from the Unit which he owns shall not be interfered with nor be impeded nor restricted And Provided That the right to enter shall not extend to any part of the Estate which has been sold or assigned by the First Owner And Provided that the First Owner shall at its own expense made good any damage that may be caused by or arise from such construction or other works or such right of entry, and shall ensure that such works shall cause the least disturbance and inconvenience and shall indemnify all loss and damage resulting from the First Owner exercising the right under this sub-clause (i).
- (j) Subject to prior written approval of the Owners by a resolution of the Owners at an Owners' meeting convened under this Deed or the Owners' Incorporation (if formed), the right to adjust and/or re-align the boundary of the Lot and to

negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender or re-grant provided that the First Owner shall be fully responsible for any relevant premium or premia (if any) payable to the Government including administrative fees unless such adjustment and/or re-alignment of the boundary is required by the Government and for that purpose to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owners PROVIDED THAT the exercise of such right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns or impede or restrict the access to or from any such part of the Estate and Provided That the right shall not extend to any part of the Estate which has been sold or assigned by the First Owner.

- (k) Subject to prior written approval of the Owners by a resolution of the Owners at an Owners' meeting convened under this Deed or the Owners' Incorporation (if formed), the right at its own cost and expense to alter the use of any part of the Estate which has not been sold or assigned by the First Owner to other uses and to apply to, negotiate and agree with the Government with a view to amend, vary or modify the Government Grant (including the plan(s) annexed thereto) or any conditions thereof or subject to the approval of the Owners' Committee (if formed) or the Owners' Incorporation (if formed), to procure a licence or easement from the Government for installing on government land pipes, sewers, subways or other facilities serving the Lot and/or the Estate or any part thereof in such manner as the First Owner may deem fit and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in the Owners and any such alteration or amendment or variation or modification or licence or easement shall be binding on and for the benefit of the Owners provided that the exercise of this right shall not interfere with an Owner's right and privilege to hold, use and enjoy his Unit or impede or restrict the access to or from any such part of the Estate provided further that the First Owner shall be fully responsible for any relevant premium or premia (if any) payable to the Government including administrative fees unless such amendment variation or modification of the Government Grant is required by the Government and any monetary compensation so obtained by the First Owner shall go into the respective management funds insofar as it relates to that part of the Lot and the Estate.
- (l) The right at its own cost and expense to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings,

chambers and other structures within the Lot and the Estate or partly within the Lot and the Estate and adjoining land to supply utilities services and recreational facilities to the Lot and the Estate and/or to any other adjoining adjacent or neighbouring lands and to grant licence or otherwise permit or grant the right so to do any of the aforesaid to any person on such terms and conditions as the First Owner may deem fit provided that the prior approval of the Owners by a resolution of the Owners at an Owners' meeting convened under this Deed or the Owners' Incorporation (if formed), shall be obtained where the exercise of such rights under this Clause 8(l) by the First Owner relates to the said adjoining adjacent or neighbouring lands, and the exercise of this right shall not contravene the provisions of the Government Grant and shall not affect or interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns or impede or restrict the access to or from such Unit and any payment (if any) received shall be credited to the Special Funds.

- (m) Subject to the prior approval by a resolution of Owners at an Owner's 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, footbridges, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreation areas and facilities, sewage treatment plants 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 licence for the benefit of the Lot and the Estate PROVIDED THAT the exercise of such right shall not affect or interfere with (i) the right of an Owner and/or an occupier to hold, use, occupy and enjoy the part of the Estate which he owns or occupies (as the case may be) and (ii) the enjoyment of the Common Areas and Facilities by the Owners and occupiers.
- (n) As long as the First Owner is an Owner, the right to change the name of the Estate or the Commercial Development or any part or parts thereof at anytime upon giving six months' notice to the Owners.
- (o) The right to enter into one or more sub-deed(s) of mutual covenant for the purpose of making further provisions for the management maintenance and servicing in respect of any part or parts of the Lot or the Estate which has or have not been sold or assigned not being Common Areas and for the purpose of further defining and regulating the rights, interests and obligations of the

Owners thereof PROVIDED THAT such sub-deed(s) of mutual covenant shall be subject to the prior written approval of the Director of Lands (who may, in his absolute discretion, waive the requirement of such approval) and shall not conflict with the provisions of this Deed and shall not adversely affect the rights of any Owner to hold, use, occupy and enjoy his own Unit and the rights of any Owner to use and enjoy the Common Areas and Facilities.

- (p) In the event that any prior consent or approval of an Owner of a Unit may be required by any Government authority to obtain from that Owner for all matters in respect of this Clause 8, such consent or approval shall not be unreasonably withheld and shall be provided free of charge.
9. (a) The Owners hereby jointly and severally and irrevocably APPOINT the First Owner to be their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their acts and deeds deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 8 with the full power of delegation and the Owners hereby further jointly and severally and irrevocably undertake to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.
- (b) Every assignment of the Unit shall include a covenant in substantially the following terms: "The Purchaser covenants with the Vendor for itself and as agent for ONFINE DEVELOPMENT LIMITED, GAINBO LIMITED, WAYGENT INVESTMENT LIMITED and MAGIC SIGN LIMITED (referred to as "the Developers" which expression shall include its successors assigns and attorneys) to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Covenanting Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") and shall ensure for the benefit of the Estate and be enforceable by the Developers and their respective successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Developers under Clause 8 of the Deed of Mutual Covenant and Management Agreement dated the day of 201 and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Developers;
- (ii) the Covenanting Purchaser shall, if required by the Developers, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Developers, to facilitate the exercise of the said rights by the Developers;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Developers to be its attorney and grants unto the Developers the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Developers as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

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

SECTION III

MANAGER AND MANAGEMENT CHARGES

10. (a) Subject to the provisions of the BMO and sub-clause (c) of this Clause 10, the parties hereto have agreed with the Manager for the Manager to undertake the management and maintenance of the Lot and the Estate for an initial term of two (2) years from the date of appointment under this Deed and to be continued thereafter until the termination of the Manager's appointment in the manner hereinafter provided Provided That nothing herein shall restrict or prohibit the termination of the appointment of the Manager during such initial term or at any time thereafter under the following circumstances :-
- (i) the appointment is terminated by the Manager by giving not less than three (3) calendar months' notice of its intention to resign in writing by sending such notice to the Owners' Committee or where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, by serving such notice on each of the Owners and by displaying such notice in a prominent place in the Estate. For this purpose, service of such notice on an Owner may be effected personally upon the Owner; or by post addressed to the Owner at his last known address; or by leaving such notice at the Residential Unit owned by the Owner or depositing the notice in the Owner's letter box; or
 - (ii) prior to the formation of the Owners' Incorporation, upon the passing of a resolution by a majority of votes of the Owners voting either personally or by proxy 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) at an Owners' meeting convened for the purpose to terminate the Manager's appointment without compensation by the Owners' Committee at any time giving to the Manager not less than three (3) calendar months' notice of termination in writing; or
 - (iii) in the event that the Manager is wound up or has a receiving order made against it.
- (b) (i) Where an Owners' Incorporation has been formed, an Owners' Incorporation may, by a resolution of a majority of the votes of the Owners voting either personally or by proxy (for the purpose of this sub-clause (b)), only the Owners of Undivided Shares who pay or who are liable to contribute towards the Management Charges relating to those

Undivided Shares shall be entitled to vote) and supported by the Owners of not less than 50% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) to be determined at a general meeting convened for the purpose, terminate the Manager's appointment without compensation at any time by the Owners' Incorporation giving to the Manager not less than 3 calendar months' notice of termination in writing. In this respect, such resolution shall have effect only if such notice of termination is in writing; and provision is made in the resolution for a period of not less than 3 months' notice or, in lieu of notice, provision is made for an agreement to be made with the Manager for the payment to the Manager of a sum equal to the amount of remuneration which would have accrued to the Manager during that period; and such notice is accompanied by a copy of the resolution terminating the Manager's appointment; and such notice and the copy of the resolution is served upon the Manager within 14 days after the date of the meeting. For this purpose, service of such notice and the copy of the resolution required to be served may be given by delivering them personally to the Manager; or by sending them by post addressed to the Manager at its last known address. The reference in this sub-clause (b)(i) above to "the Owners of not less than 50% of the Undivided Shares" 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.

- (ii) If a contract for the appointment of a manager other than the Manager contains no provision for the termination of that manager's appointment, sub-clause (b)(i) above applies to the termination of that manager's appointment as they apply to the termination of the Manager's appointment.
 - (iii) Sub-clause (b)(ii) above operates without prejudice to any other power there may be in a contract for the appointment of a manager other than the Manager to terminate the appointment of that manager.
- (c) If a notice to terminate a Manager's appointment is given under sub-clause (b) above:-
- (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 sub-clause (c)(i) above by the time the notice expires, the Owners' Incorporation may appoint another Manager and, if it does so, the Owners' Incorporation shall have exclusive power to appoint any subsequent Manager.
- (d) 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 Estate, and the Owners' Incorporation has appointed a Manager under sub-clause (c)(ii) above, the Owners' Incorporation shall be deemed to have given that person an instrument of indemnity under which the Owners' Incorporation 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.
- (e) Sub-clauses (b) to (d) above are subject to any notice relating to the Estate that may be published by the Secretary for Home Affairs under Section 34E(4) of the BMO but does not apply to any single manager referred to in that Section.
- (f) Subject to sub-clause (g) below, if the Manager's appointment ends for any reason, the Manager shall, as soon as practicable after the Manager's appointment ends, and in any event within 14 days of the date of the Manager's appointment ends, deliver to the Owners' Committee (if any) or a Manager appointed in its place any movable property in respect of the control, management and administration of the Lot and the Estate that is under the Manager's control or in the Manager's custody or possession, and that belongs to the Owners' Incorporation (if any) or the Owners.
- (g) If the Manager's appointment ends for any reason, the Manager shall within 2 months of the date the Manager's appointment ends:-
 - (i) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which the Manager's appointment ends and ending on the date the Manager's appointment ended; and a balance sheet as at the date the Manager's appointment ended, and shall arrange for that account and balance sheet to be audited by a certified public accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such certified public accountant or other independent auditor as may be chosen by the Manager; and

- (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents, plans and other records which are required for the purposes of sub-clause (g)(i) above and have not been delivered under sub-clause (f) above.
- 11. Upon termination of the Manager's employment in whatever manner this may occur and if the Owners' Incorporation has not yet been formed, a meeting of the Owners' Committee shall immediately be convened to appoint a manager to take its place and such meeting shall appoint a manager who shall on the expiry of the notice given by or, as the case may be, to the Manager be immediately thereupon and thenceforth become vested with all the powers and duties of the Manager hereunder and the Owners' Committee shall on behalf of the Owners enter into a management agreement with such new manager defining its rights duties and obligations. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Lot and the Estate be without a responsible duly appointed manager to manage the Estate after the issue of an Occupation Permit covering the same and the execution of this Deed.
- 12.
 - (a) The Manager's Fee, being the remuneration of the Manager (other than Owners' Committee when acting as Manager) for the performance of its duties hereunder shall be 10% of the total annual Management Expenses (excluding the amount for the Manager's Fee itself and any capital expenditure or expenditure of a kind not incurred annually or expenditure drawn out of the Special Funds) reasonably and necessarily incurred in the good and efficient management of the Lot and the Estate. The Manager shall also be entitled to charge and be paid all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder. The Owners shall pay to the Manager the Manager's Fee hereunder in advance on the first day (or such other day as the Manager may deem appropriate) of each calendar month. The percentage of total annual Management Expenses against which the Manager's Fee is calculated may be reviewed by a majority resolution passed at a meeting of the Owners convened under this Deed Provided That in calculating the Manager's Fee under this Clause, the Owners may by a resolution of Owners at an Owners' meeting convened under this Deed at its absolute discretion decide to include in such calculation any capital expenditure or expenditure of a kind not incurred annually or expenditure drawn out of the Special Funds at the rate at which Manager's Fee is then charged or at such lower rate as it considers appropriate.
 - (b) The Manager's Fee as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary,

bonuses, fringe benefits, compensation, severance payment and fees for any staff employed within the Estate, facilities, accountancy services or other professional supervision for the Lot and the Estate and all disbursements and out of pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs and expenses shall form part of the Management Expenses and shall be a direct charge upon the management funds.

13. (a) Subject to sub-clauses (c), (e) and (f) below, the total amount of Management Charges 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 Lot and the Estate shall be the total proposed management expenditure during that year as specified by the Manager in accordance with sub-clause (b) below.
- (b) In respect of each financial year and to enable the Manager to determine the Management Charges payable by the respective Owners, the Manager shall:-
- (i) prepare three separate and independent draft annual Management Budgets in accordance with Clause 14 of this Deed setting out the estimated management expenditure of the Lot and the Estate during the financial year Provided That the first draft annual Management Budgets to be prepared by the Manager shall cover the period from the date of this Deed until the 31st day of December of that year unless that period shall be less than 6 months in which event they shall cover the period from the date of this Deed until the 31st day of December of the following year and all subsequent draft annual Management Budgets shall be prepared by the Manager at least 1 month prior to the commencement of the financial year and such subsequent draft annual Management Budgets (other than the first draft annual Management Budgets) shall be prepared in consultation with the Owners' Committee (if the same has been established pursuant to the provisions of this Deed);
 - (ii) send a copy of each of the draft annual Management Budgets to the Owners' Committee or, where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, display a copy of each of the draft annual Management Budgets in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days;
 - (iii) send or display, as the case may be, with the copy of the draft annual Management Budgets a notice inviting each Owner to send his comments

on the draft annual Management Budgets to the Manager within a period of 14 days from the date the draft annual Management Budgets were sent or first displayed;

- (iv) after the end of that period, prepare annual Management Budgets specifying the total estimated management expenditure during the financial year and for the purposes of the preparation of such annual Management Budgets, the Manager may alter any of the draft annual Management Budgets based on the suggestions received if deemed appropriate; and
 - (v) send a copy of each of the annual Management Budgets to the Owners' Committee or, where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, display a copy of each of the annual Management Budgets in a prominent place in the Estate 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) above before the start of that financial year, the total amount of the Management Charges for that year shall:-
- (i) until the Manager has so complied, be deemed to be the same as the total amount of Management Charges (if any) for the previous financial year;
 - (ii) when the Manager has so complied, be the total estimated management expenditure specified in the annual Management Budgets for that financial year, and the amount that the Owners shall contribute towards the Management Charges shall be calculated and adjusted accordingly.
- (d) Where any of the annual Management Budgets has been sent or displayed in accordance with sub-clause (b)(v) above and the Manager wishes to revise the same, the Manager shall follow the same procedures in respect of the revised annual Management Budget as apply to the draft annual Management Budget and the annual Management Budget by virtue of sub-clause (b) above.
- (e) Where a revised annual Management Budget is sent or displayed in accordance with sub-clause (d) above, the total amount of the Management Charges for that financial year shall be the total management expenditure or estimated management expenditure specified in the revised annual Management Budget and the amount that Owners shall contribute towards the Management Charges shall be calculated and adjusted accordingly.

- (f) If there is an Owners' Incorporation and, within a period of 1 month from the date that an annual Management Budget or a revised annual Management Budget for a financial year is sent or first displayed in accordance with sub-clause (b) or sub-clause (d) above, the Owners' Incorporation decides, by a resolution of the Owners, to reject the annual Management Budget or the revised annual Management Budget, as the case may be, the total amount of the Management Charges for the financial year shall, until another annual Management Budget or revised annual Management Budget is sent or displayed in accordance with sub-clause (b) or sub-clause (d) above and is not so rejected under this sub-clause (f), be deemed to be the same as the total amount of the Management Charges (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 any Owner requests in writing the Manager to supply him with a copy of any of the draft annual Management Budgets, annual Management Budgets or revised annual Management Budgets, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) The Management Expenses shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be necessarily and reasonably incurred and expended for the benefit of all Owners or required for the proper good and efficient management and maintenance of the Lot and the Estate and the Common Areas and Facilities therein including but without prejudice to the generality of the foregoing the following costs charges and expenses:-
- (i) the expenses for maintenance, operation, control, repair, cleansing, painting, decorating, improving and keeping in good condition of all Common Areas and Facilities and the lighting thereof (including but not limited to the artificial lighting and backup emergency system serving the staircases);
 - (ii) the charges for the supply and consumption of electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Common Areas and Facilities;
 - (iii) the remuneration and related expenses for the provision of property management services for the Lot and the Estate and the cost (including but not limited to salaries, bonuses, fringe benefits, compensation as required by laws, and medical insurance) of employing executives,

- clerical staff, accountants, caretakers, security guards, watchmen, cleaners, and such other staff to manage and administer the Lot and the Estate and the Common Areas and Facilities therein and the expenses of purchasing or hiring all necessary plant, equipment and machinery;
- (iv) the cost and expense of inspecting, maintaining and repairing the foundations, columns and other structures (except those structures forming parts of the relevant Units) constructed or to be constructed for the support of the Estate and the drains nullahs sewers pipes watermains and channels and such other areas whether within or outside the Lot that are required to be maintained under the Government Grant;
 - (v) the Government rent of the Lot payable under the Government Grant Provided only if no apportionment or separate assessments have been made for individual Units and the Manager decides, in its discretion, that the same shall be included as part of the management expenditure and the Government rent (if any) in respect of the Common Areas and Facilities;
 - (vi) the expenses of refuse collection, storage and disposal in respect of the Lot and the Estate and the Common Areas and Facilities;
 - (vii) the premia for insurance of the Common Areas and Facilities against damage by fire and/or such other perils up to the full new reinstatement value thereof and of the Manager for and on behalf of itself as the Manager of the Lot and the Estate and the Owners of the Lot and the Estate against third party or public liability or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;
 - (viii) a sum for contingencies;
 - (ix) legal and accounting and surveying fees and all other professional fees and costs properly and reasonably incurred by the Manager in carrying out the services provided by this Deed;
 - (x) all costs incurred in connection with the maintenance and management of the Common Areas and Facilities;
 - (xi) any tax payable by the Manager on any of the sums held by it under the provisions of this Deed Provided However That any tax payable on the Manager's Fee shall be borne and paid by the Manager;

- (xii) the cost lawfully incurred or to be incurred in inspecting, repairing and maintaining the Slopes and Retaining Walls (if any) the maintenance of which is the liability of the Owners under the Government Grant or this Deed and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual;
- (xiii) the licence fees (if any) payable to the Government for laying of drains and channels which serve the Estate within or under the Government land adjacent to the Lot;
- (xiv) any other costs, charges and expenses properly and reasonably incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed in respect of any part or parts of the Lot and the Estate;
- (xv) the expenses for cultivation, irrigation and maintenance of the planters and landscaped areas (if any) on the Common Areas and Facilities;
- (xvi) all costs and expenses incurred in connection with the environmental control and protection in respect of the Lot and the Estate and the Common Areas and Facilities;
- (xvii) all costs and expenses for the carrying out and implementation of the plans of the Fire Safety Management Plan and the fire services system serving the Open Kitchen Units;
- (xviii) all costs and expenses incurred by the Manager for the repair, maintenance and reinstatement of the transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Estate; and
- (xix) any other items of expenditure which in reasonable opinion of the Manager are necessary for the administration, management and maintenance of the Lot and the Estate including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses reasonably and necessarily incurred by the Manager in respect thereof or such due proportion of reasonable expense of support/back up services (if any) which are necessary for the management of the Lot and the Estate which are provided by the headquarters office(s) of the Manager for the Estate as well as any other lands, developments and buildings and for such purposes, the Manager shall be entitled to apportion any such items of expenditure or (as the case may be) a due

proportion thereof which directly relate to the administration and/or management and/or maintenance of the Lot and the Estate as well as any other lands, developments and buildings in a fair and reasonable manner having regard to the relevant circumstances.

14. (a) The Manager shall prepare the following three separate budgets showing the total management expenditure of the Estate for the ensuing year in consultation with the Owner's Committee except the first year:-
- (i) the Estate Management Budget which shall show the estimated Estate Management Expenses and the Manager's Fee;
 - (ii) the Residential Management Budget which shall show (aa) the estimated Residential Management Expenses and the Manager's Fee; and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of the Management Units allocated to all the Residential Units bears to the total number of Management Units allocated to the Estate as specified in the Fourth Schedule hereto; and
 - (iii) the Commercial Management Budget which shall show (aa) the estimated Commercial Management Expenses and the Manager's Fee; and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to the Commercial Units bears to the total number of Management Units allocated to the Estate as specified in the Fourth Schedule hereto.

For the avoidance of doubt, it is expressly agreed and declared that each of the above Residential Management Budget and Commercial Management Budget shall be treated as completely separate and independent to the intent that any surplus or deficit in one account shall not be taken into account in any other account.

- (b) (1) Subject to sub-clauses (2) and (3) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless: -
- (i) the supplies, goods or services are procured by invitation to tender;
- and

- (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the BMO.
- (2) Subject to sub-clause (3) below, 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 relevant annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless: -
 - (i) if there is an Owners' Incorporation :-
 - (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 BMO; 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' Incorporation, and the contract is entered into with the successful tenderer;
 - (ii) if there is no Owners' Incorporation: -
 - (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 BMO; 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.
- (3) Sub-clauses (1) and (2) do not apply to any supplies, goods or services which but for this sub-clause would be required to be procured by invitation to tender (referred to in this sub-clause as "relevant supplies, goods or services"): -
 - (i) where there is an Owners' Incorporation, 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' Incorporation by a supplier; and

- (II) the Owners' Incorporation decides by a resolution of the Owners passed at a general meeting of the Owners' Incorporation 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;
 - (ii) where there is no Owners' Incorporation, 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.
- 15. (a) Each Owner (including the First Owner) shall be personally liable to contribute towards the Management Charges whether or not his Unit or Units are vacant or occupied and whether or not such Unit or Units have been let or leased to a tenant or is occupied by the Owner himself or any other person Provided Always That no Owner may be called upon to pay more than his appropriate share of the Management Expenses, having regard to the number of the Management Units allocated to the Unit. For the avoidance of doubt, the First Owner must make payments and contributions for those expenses which are of a recurrent nature for those Units and Undivided Shares unsold.
- (b) The amount of the monthly or other contributions payable by each Owner to the relevant annual Management Budgets shall be specified by the Manager from time to time in accordance with the following principles and such contributions shall be paid in the following manner:-
 - (i) The Owner of each Residential Unit shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Residential Management Budget (hereinafter called "the Advance Payment") which due proportion shall be the same proportion as the number of Management Units allocated to his Residential Unit as specified in the Fourth Schedule hereto bears to the total number of Management Units allocated to all the Residential Units as specified in the Fourth Schedule hereto.

- (ii) The Owner of each Commercial Unit shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Commercial Management Budget (hereinafter called the "Advance Payment") which due proportion shall be the same proportion as the number of Management Units allocated to his Commercial Unit as specified in the Fourth Schedule hereto bears to the total number of Management Units allocated to all Commercial Units as specified in the Fourth Schedule hereto.
 - (c) PROVIDED ALWAYS THAT :-
 - (i) where at any time any budgets prepared by the Manager are revised as hereinafter provided there shall be added to or deducted from the amount of the Advance Payment payable on the first day of each month for the remainder of the current financial year after such revision an amount equal to the difference between the relevant Management Charges in respect of the current financial year payable by the Owner concerned prior to such revision and the relevant Management Charges payable by that Owner in accordance with the revised budget divided by the number of complete months from the date of such revised budget to the end of the then current financial year;
 - (ii) on the first day of the month immediately following the close of any financial year and on the first day of each of such subsequent months before the budget for the then financial year shall have been prepared and approved there shall be paid on account an amount equal to the Advance Payment by that Owner for the last month of the preceding financial year.
 - (d) Notwithstanding anything herein contained, where the Manager or the Owners' Incorporation acquires Undivided Shares relating to the Common Areas and Facilities as trustee for all the Owners pursuant to the provisions of the Government Grant or this Deed then the Owner of such Undivided Shares relating to the Common Areas and Facilities shall be exempted from contributing to the Management Charges for such Undivided Shares relating to the Common Areas and Facilities as provided in this Deed.
16. (a) If the Manager is of the opinion that the receipts budgeted for the then current financial year are insufficient to cover all expenditure required to be incurred in that financial year, the Manager may subject to prior consultation with the Owners' Committee prepare a revised budget and may determine additional

contributions payable by each Owner in accordance with the procedures set out in this Deed or the BMO which may be rendered necessary by the adoption of such revised budget and may exercise all the powers conferred by this Deed in respect of such additional contributions. The Manager may recoup such deficiency by increased monthly instalments save that in exceptional circumstances it may be recovered by special contribution in one lump sum as the Manager shall see fit to require. Revision of budget shall not take effect until after 3 months following the effective date of the budget for the then current financial year.

- (b) In the event of a surplus of income over expenditure for an financial year, the surplus shall be treated as an accumulated surplus for the following financial year.
17. Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include :-
- (a) any sum attributable or relating to the cost of completing the construction of the Estate or any part thereof which sum shall be borne solely by the First Owner;
 - (b) all existing and future taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any Unit which sums shall be borne by the Owner or Owners for the time being thereof;
 - (c) the expenses for keeping in good and substantial repair and condition of the interior fixtures and fittings, windows and doors of any Unit together with the lift, plumbing, electrical installations, plant equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which sums shall be borne solely by the Owner or Owners for the time being thereof.
18. Where any expenditure relates solely to or is solely for the benefit of the Residential Development or any Open Kitchen Unit or any Unit(s) thereof or any Commercial Unit, then the full amount of such expenditure shall be borne by the Owners of the Residential Development or the Owner(s) of such Unit(s), or the Owner(s) of such Commercial Unit(s), as the case may be.
19. (a) The Manager shall establish and maintain three separate special funds respectively for the Estate Common Areas and Facilities, the Residential Common Areas and Facilities and the Commercial Development (hereinafter called "the Special Funds") to meet expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually including but not limited to

expenses for the renovation, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and Facilities and the costs of the relevant investigation works and professional services but not for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Estate. It is hereby agreed and declared that each of the Special Funds shall be a trust fund managed by the Manager, but all sums in such funds shall be the property of the relevant Owners. For the avoidance of doubt, it is expressly declared that the above three Special Funds shall be treated as completely separate and independent funds so that any surplus or deficit in one fund shall not be taken into account in the other funds.

- (b) Except where the First Owner has made payments in accordance with Sub-clause (c) below, each Owner shall upon taking up the assignment of his Undivided Share(s) from the First Owner deposit with the Manager a sum equivalent to two (2) months of his monthly contribution to the Management Charges based on the first Residential Management Budget or as the case may be the first Commercial Management Budget as an initial contribution to all the relevant Special Fund(s) Provided That if an Owner is liable to contribute to more than one Special Fund, the Manager shall apportion such initial total contribution to the relevant Special Fund(s) in the same proportion as the Estate Management Expenses or the Residential Management Expenses or the Commercial Management Expenses (as the case may be) constitutes in his monthly contribution.
- (c) The First Owner shall in respect of any Units in that part of the Estate the construction of which has been completed and which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date when the First Owner is in a position validly to assign those Unit(s) (i.e. when the consent to assign or the certificate of compliance has been issued), whichever is the later, deposit with the Manager a sum equivalent to two (2) months of its monthly contribution to the Management Charges based on the first Residential Management Budget or as the case may be the first Commercial Management Budget as an initial contribution to the relevant Special Fund(s) in respect of such unsold Unit(s).
- (d) Each Owner hereby covenants with the other Owners that he shall on demand make further periodic contributions to the Special Fund(s) and the amount(s) to be contributed in each financial year and the time when those contributions will

be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.

- (e) If there is an Owners' Incorporation, the Owners' Incorporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Funds by the Owners in any financial year, and the time when those contributions shall be payable.
 - (f)
 - (i) The Manager shall open and maintain at a bank within the meaning of Section 2 of the Banking Ordinance (Cap. 155) an interest-bearing account, the title of which shall refer to the Special Funds for the Estate, and shall use such account exclusively for the purpose referred to in sub-clause (a) above.
 - (ii) Without prejudice to the generality of sub-clause (f)(i) above, if the Owners' Incorporation has been formed, 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' Incorporation in respect of the Special Funds.
 - (iii) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (f)(i) above or sub-clause (f)(ii) above in a prominent place in the Estate.
 - (g) The Manager shall without delay deposit all money received by the Manager in respect of the Special Funds into the account opened and maintained under sub-clause (f)(i) above or, if the Owners' Incorporation has been formed, the account or accounts opened and maintained under sub-clause (f)(ii) above.
 - (h) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the relevant Special Fund(s) unless it is for a purpose approved by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).
 - (i) The payments made by the Owners towards the Special Funds are neither refundable to any Owner by the Manager nor transferable to any new Owner.
20. (a) Except where the First Owner has made payments in accordance with Sub-clause (b) below, the Owner of each Unit (save and except the First Owner as provided in Sub-clause (b) below) shall upon taking up the assignment of his Undivided Shares from the First Owner :-

- (i) pay to the Manager a sum equivalent to one (1) month of such Owner's monthly contribution to the Management Charges based on the first Residential Management Budget or as the case may be the first Commercial Management Budget as payment in advance of monthly contribution to the Management Charges of his Unit(s);
- (ii) deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to three (3) months of the monthly contribution to the Management Charges payable by him in respect of his Unit(s) based on the first Residential Management Budget or as the case may be the first Commercial Management Budget which deposit shall be non-interest bearing and shall not be used by such Owner to set off against any contribution payable by him under this Deed and which deposit shall be transferable;
- (iii) pay to the Manager a sum equivalent to one (1) month of the Owner's monthly contribution to the Management Charges based on the first Residential Management Budget in respect of each Residential Unit owned by such Owner for defraying the initial outgoings and expenses of the Estate and the removal of debris during the fitting out or decoration period which sum shall not be refundable Provided That any part of such sum not used for the aforesaid purpose shall be paid into the Special Fund for the Residential Development;
- (iv) pay to the Manager a sum equivalent to one (1) month of the Owner's monthly contribution to the Management Charges based on the first Commercial Management Budget in respect of each Commercial Unit owned by such Owner for defraying the initial outgoings and expenses of the Estate and the removal of debris during the fitting out or decoration period which sum shall not be refundable Provided That any part of such sum not used for the aforesaid purpose shall be paid into the Special Fund for the Commercial Development; and
- (v) insofar as the First Owner has not made any payment of the deposits referred to in this sub-clause in respect of the relevant Unit or the Owner has not paid the same to the Manager, pay to the Manager a due proportion of the deposits of water meters, electricity etc. for the Common Areas and Facilities or part thereof which have been paid or will be paid by the Manager to the relevant utility companies, such due proportion of the deposits shall be transferable.

Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed) the Manager shall have the right to set off the deposit against any sums payable by an Owner under this Deed; the Manager shall be under no obligation to exercise such right of set-off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to 3 times the then current monthly management contribution to the Management Charges payable in respect of the Unit(s) which he owns.

- (b) The First Owner shall in respect of any Unit(s) in that part of the Estate the construction of which has been completed and which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date when the First Owner is in a position validly to assign those Unit(s), whichever is the later :-
- (i) deposit with the Manager as security for the due payment of all amounts which may be or become payable by it under this Deed a sum equal to three (3) months of the monthly contribution to the Management Charges payable in respect of such unsold Unit(s) based on the first annual management budget which deposit shall be non-interest bearing and shall not be used by the First Owner to set off against any contribution payable by it under this Deed and which deposit shall be transferrable;
 - (ii) pay to the Manager a sum equivalent to one month of the Owner's monthly contribution to the Management Charges based on the first annual management budget in respect of each Residential Unit for defraying the initial outgoings and expenses of the Estate and the removal of debris during the fitting out or decoration period which sum shall not be refundable Provided That any part of such sum not used for the aforesaid purpose shall be paid into the Special Fund for the Residential Development-;
 - (iii) pay to the Manager a sum equivalent to one month of the Owner's monthly contribution to the Management Charges based on the first annual management budget in respect of each Commercial Unit for defraying the initial outgoings and expenses of the Estate and the removal of debris during the fitting out or decoration period which sum

shall not be refundable Provided That any part of such sum not used for the aforesaid purpose shall be paid into the Special Fund for the Commercial Development.

For the avoidance of doubt, the First Owner shall be entitled to recover the aforesaid deposit and payment from its assignees of the said unsold Units.

- (c) In the event where any Owner shall carry out any decoration or fitting out work in his own Residential Unit or Commercial Unit, such Owner shall pay to the Manager a sum of HK\$5,000.00 in respect of his Residential Unit or Commercial Unit as deposit for securing the payment of the cost of making good any damages to the Common Areas and Facilities caused by or resulting from the decoration and fitting out of or the delivery of furniture items to his Residential Unit or Commercial Unit. Such costs shall be reasonably fixed by the Manager whose decision shall be final and binding upon the Owner. If the Owner fails to pay on demand the said costs or any part thereof, the Manager shall have the power to apply the said deposit towards such costs and to further recover any deficit from the Owner. Upon completion of the decoration and fitting out work of and the delivery of furniture items to his Residential Unit or Commercial Unit, if the Owner receives no demand for payment of the aforesaid costs or has made such payment, the Manager shall at the request of the Owner refund the deposit but without interest.
21. All outgoings including the Management Charges and the Government rent payable in respect of a Unit up to and inclusive of the date of the assignment of such Unit to an Owner (if any) shall be borne and paid by the First Owner. An Owner shall not be required to make payment to or reimburse the First Owner for such outgoings.
22. Notwithstanding anything contained in this Deed, the Manager shall be entitled in its discretion :-
- (a) With the agreement of the Owner concerned to levy and to retain an additional charge against such Owner in respect of services rendered by the Manager to the Owner beyond what is provided for in this Deed, Provided That such charge shall form part of the management funds. The rendering of such additional services by the Manager will not affect the Manager's rendering the normal or usual services to the Owners of the Lot and the Estate as a whole.
 - (b) To charge the Owner concerned a reasonable sum as an administrative fee for granting and processing any consent required from the Manager pursuant to this Deed Provided That such administrative fee shall be held by the Manager

for the benefit of all Owners and shall form part of the Special Funds Provided That the Manager's consent shall not be unreasonably withheld.

23. (a) The Manager may collect from licensees, tenants and other Occupiers of the Common Areas and Facilities or any part thereof not otherwise required to pay and contribute to the Management Expenses such sum or sums not otherwise required to pay as the Manager shall in his absolute discretion determine and such sum or sums collected shall form part of the management funds.
- (b) All moneys, income fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any Estate Rules shall form part of the management funds.
24. If any Owner shall fail to pay the Manager any amount payable hereunder within 30 days from the date of demand, he shall further pay to the Manager :-
- (a) Interest calculated at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any payment in arrears and such interest shall be payable from the due date until payment; and
- (b) A collection charge of an amount not exceeding 10% of the amount due (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default;

Provided That all monies paid to the Manager by way of interest or collection charge shall form part of the Special Funds.

25. All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and legal costs (on a solicitor and own client basis) and all other expenses incurred in or in connection with recovering or attempting to recover the same (on a full indemnity basis) shall be recoverable by civil action at the suit of the Manager (and the claim in any such action may include a claim for the costs of the Manager in such action on a full indemnity basis and such defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent, subject to the provisions of the BMO, for and on behalf of the other 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.

26. 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 from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as aforesaid together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal costs (on a solicitor and own client basis) as aforesaid and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of such defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a memorial of such charge in the Land Registry against the Undivided Share or Shares of such defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.
27. Any charge registered as aforesaid shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of such defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Lot and the Estate held therewith and the provisions of Clause 25 of this Deed shall apply equally to any such action.
28. The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner and any person occupying any part of the Lot and the Estate through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and of the Estate Rules so far as the same are binding on such Owner and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 25 of this Deed shall apply to all such proceedings.
29. Subject to Clause 60 of this Deed all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Lot and the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Lot and the Estate and any surplus thereof shall form part of the management funds.
30. Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in this Deed the

same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the account of the Owner against whom a claim has been made or credited to the management funds, where appropriate.

31. All money paid to the Manager including but not limited to those sums collected pursuant to this Deed and those by way of interest and collection charges and the interest earned on interest bearing bank accounts maintained by the Manager pursuant to this Deed or in the form of fee or other consideration which the Manager is entitled to charge under this Deed for granting any consent to an Owner where the same is required shall be held on trust for all the Owners for the time being and shall be paid into an interest bearing account or accounts maintained with a licensed bank PROVIDED THAT the Manager may charge the Owner concerned and retain for its own account a reasonable fee for processing such consent.
32. Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and the Estate shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit(s) paid under this Deed and his contributions towards the relevant Special Fund(s) paid under this Deed to the intent that all such funds shall be held and applied for the management of the Lot and the Estate irrespective of changes in ownership of the Undivided Shares in the Lot and the Estate PROVIDED THAT any deposit paid under Clause 20 (a) and (b) may be transferred into the name of the new Owner of such Undivided Shares and PROVIDED FURTHER THAT upon the Lot reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 60 of this Deed, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the Management Expenses 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 in proportion to their Management Units.
33. The first financial year for the purpose of management of the Lot and the Estate or any part or parts thereof shall commence from the date of this Deed and shall terminate on the 31st day of December of that year unless that period shall be less than 6 months in which event it shall cover the period from the date of this Deed until the 31st day of December of the following year and thereafter the subsequent financial years shall commence on the 1st day of January and shall terminate on the 31st day of December of such years PROVIDED THAT the Manager shall have the right to change the financial year at any time but the financial year may not be changed more than once in every 5 years unless that change is previously approved by a resolution of the Owners'

Committee (if the same has been established) upon giving notice published in the public notice boards of the Estate.

34. (a) (i) The Manager shall open and maintain an interest-bearing account in the name of the Manager and to be held on trust by the Manager for and on behalf of the Owners for the time being of the Estate and the Manager shall use that account exclusively in respect of the management of the Lot and the Estate.
- (ii) Without prejudice to the generality of sub-clause (a)(i) above, if the Owners' Incorporation has been formed, 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' Incorporation in respect of the management of the Estate.
- (iii) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (a)(i) above or sub-clause (a)(ii) above in a prominent place in the Estate.
- (b) Subject to sub-clauses (c) and (d) below, the Manager shall without delay deposit all money received by the Manager in respect of the management of the Lot and the Estate into such interest-bearing account opened and maintained by the Manager under sub-clause (a)(i) above or, if there is an Owners' Incorporation, the account or accounts opened and maintained under sub-clause (a)(ii) above.
- (c) Subject to sub-clause (d) below, the Manager may, out of money received by the Manager in respect of the management of the Lot and the Estate, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is approved or determined from time to time by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).
- (d) The retention of a reasonable amount of money under sub-clause (c) above or the payment of that amount into a current account in accordance with sub-clause (c) 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 the same has been established pursuant to the provisions of this Deed).
- (e) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Lot and the Estate.

- (f) The Manager shall maintain proper books or records of account and other financial records of all payments made to and all expenditure incurred by the Manager in the exercise of its powers and duties hereunder and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years. In addition, 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 its management of the Lot and the Estate for that period and shall display a copy of the summary and balance sheet in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days.
35. Within 2 months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that preceding financial year and display a copy thereof in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days. Each income and expenditure account and balance sheet shall be certified by a firm of certified public accountants appointed by the Manager and shall provide an accurate summary of all items of income and expenditure during that preceding financial year including details of the Special Funds and an estimate of the time when there will be a need to draw on the Special Funds and the amount of money that will be then needed. Prior to the formation of the Owners' Incorporation, the Manager shall upon request of the Owners at an Owners' meeting convened under this Deed appoint an accountant or some other independent auditor nominated by the Owners at the said meeting to audit any income and expenditure account and balance sheet prepared by the Manager as aforesaid. If there is an Owners' Incorporation and the Owners' Incorporation decides by a resolution of the Owners, that any income and expenditure account and balance sheet prepared by the Manager as aforesaid should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and (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.
36. The Manager shall permit any Owner at any reasonable time to inspect the books or records of account and any income and expenditure account or balance sheet prepared

pursuant to this Deed. The Manager shall upon payment of a reasonable copying charge for copying the same supply any Owner with a copy or copies of any record or document requested by such Owner.

37. Prior to the formation of the Owners' Incorporation, the Owners at an Owners' meeting convened under this Deed shall have power to require the annual accounts to be audited by an independent auditor of their choice.
38. Subject to the BMO and the provisions of this Deed, each Owner hereby irrevocably APPOINTS the Manager as agent for the period during the term of the Manager's appointment as the Manager of the Lot and the Estate with full power of delegation to enforce the provisions of this Deed against the other Owner or Owners and in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed. Subject to the provisions of the BMO and in addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the proper management thereof including in particular the following but without in any way limiting the generality of the foregoing:-
 - (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed;
 - (b) To take all steps necessary or expedient for complying with the Government Grant and any government requirements concerning the Lot and the Estate or any part thereof;
 - (c) Unless otherwise directed by the Owners' Incorporation, to insure and keep insured to the full reinstatement value in respect of the Common Areas and Facilities as comprehensively as reasonably possible and in particular against loss or damage by fire or such other perils as the Manager shall deem fit, and in respect of public liability and/or occupiers liability and liability as employer of the employees of the Manager employed in connection with the management of the Lot and the Estate with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Estate according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force;
 - (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Lot and the Estate;

- (e) To keep and maintain regularly in good order and repair and condition the lighting of the Common Areas and Facilities, including but not limited to the artificial lighting and backup emergency system serving the staircases, and to keep the same well-lighted;
- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, improve, renovate, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Estate, those parts of the external walls (including the curtain walls thereof) forming parts of the Common Areas, elevations, facade, canopies, architectural fixtures and fittings thereof but excluding windows and window frames except those situate in the Common Areas and Facilities and excluding the openable parts and such pieces of glass panels forming part of the curtain wall structures of the Estate and wholly enclosing or fronting the relevant Residential Units PROVIDED HOWEVER THAT in respect of the Estate the Manager shall have the power at the expense of the Owner concerned to replace broken window glass or glass panels of the curtain wall structures or glass enclosing or fronting the relevant Residential Units if any such shall be broken and remain unreplaced for 7 days (except in the case of emergency) after the Manager shall have served a notice on the Owner or Occupier of the part of the Estate concerned requiring him to replace the same;
- (h) To repair, maintain, upkeep, improve, control, operate and manage the Recreational Areas and Facilities and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Facilities and maintain the same;
- (i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (j) To keep all the Common Areas and Facilities in good condition and working order and subject to the prior approval of the Owners' Committee (if formed) to extend or provide additional facilities as the Manager shall at its absolute discretion deem necessary or desirable and to keep the lifts, escalators (if any) and fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;

- (k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property or land and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Lot or the Estate 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;
- (l) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior or interior of the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (m) To replace any glass in the Common Areas and Facilities that may be broken;
- (n) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (o) To prevent refuse from being deposited on the Lot and the Estate or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Lot and the Estate and arrange for its disposal at such regular intervals and to maintain in or off the Lot and the Estate refuse collection facilities to the satisfaction of the relevant Government authorities;
- (p) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (q) If the Manager shall in its discretion deem fit to operate or contract for the operation of the shuttle bus services for the use and benefit of the Owners and residents for the time being of the Lot and the Estate and during such times and at such intervals and to such destinations as the Manager may agree with the Owners' Committee and the Owners' Incorporation if formed and to charge the users of the shuttle bus services such fares as the Manager may agree with the Owners' Committee and the Owners' Incorporation if formed and to terminate and/or suspend such shuttle bus services at any time or times as the Manager may agree with the Owners' Committee and the Owners' Incorporation if formed;
- (r) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Lot and the Estate or any part thereof;

- (s) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Lot and the Estate at all times;
- (t) To lease, license, install, maintain and operate or contract for the leasing, licensing, installation, maintenance and operation of the communal radio and/or television aerials and/or satellite dishes and/or satellite master antenna television system and/or cable television system which serve the Estate;
- (u) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Lot and the Estate or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant or this Deed and to demand and recover on a full indemnity basis from the Owner or person by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damage caused thereby to the satisfaction of the Manager;
- (v) To appoint solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Lot and the Estate necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Lot and the Estate of all legal proceedings relating to the Lot and the Estate (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 authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (Cap. 4A) (or any provision amending or in substitution for the same) or otherwise;
- (w) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Estate in any manner in contravention of the Government Grant, the Occupation Permit or this Deed;
- (x) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Lot and the Estate any provisions of the Government Grant or this Deed;
- (y) To prevent any person from detrimentally altering or injuring any part or parts of the Lot and the Estate or any of the Common Areas and Facilities thereof;

- (z) To prevent any person from overloading the floors or lifts of the Estate or any part or parts thereof;
- (aa) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Estate;
- (ab) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Lot and the Estate as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings in accordance with the provisions of this Deed;
- (ac) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants, surveyors and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants for and in connection with the management and maintenance of the Lot and the Estate and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the management of the Lot and the Estate, Provided That where any major contract involves sums in excess of 20% of the total amount of the relevant annual management budget, such major contract shall be awarded in accordance with the provisions in Clause 14 above;
- (ad) To enforce the due observance and performance by the Owners and Occupiers of the terms and conditions of the Government Grant and this Deed and the Estate Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (ae) To ensure that all Owners or Occupiers of any part of the Estate maintain the Units owned or occupied by them in a proper and satisfactory manner and if there be any default on the part of any such Owners or Occupiers and such default continues after notice has been given by the Manager to such Owners or Occupiers, may but shall not be bound to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or Occupiers;
- (af) To charge the Owners for the temporary or permanent use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris Provided That such charges shall form part of the

management funds and be applied towards the management and maintenance of the Lot and the Estate;

- (ag) To charge the Owners for all costs and consultants' fee reasonably and necessarily incurred in approving any plans submitted for approval by the Manager where such submission of plans and approval thereto are required under the provisions of this Deed;
- (ah) To charge the Owners for all disbursements including architect's, surveyor's, engineer's and other like professional's or consultant's fees reasonably and necessarily incurred by the Manager in granting any consent required from the Manager in accordance with the provisions of this Deed. For the avoidance of doubt, such consent must not be unreasonably withheld and the Manager (other than the disbursements as aforesaid) must not charge any fee other than a reasonable administrative fee for issuing such consent and such fee must be credited to the Special Funds;
- (ai) From time to time to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Estate;
- (aj) Upon default of the Owner or Owners in repairing and/or maintaining and/or replacing the plumbing and drainage facilities and/or any other services and facilities or any part or parts thereof the repair and/or maintenance and/or replacement of which is such Owner's or Owners' responsibility under this Deed, may but shall not be bound to enter with or without workmen at all reasonable times on written notice (except in case of emergency) into all parts of the Estate including any Unit for the purpose of inspecting the plumbing and drainage facilities and any other services and facilities and to replace or repair at the expenses of the Owner or Owners concerned any part or parts of the plumbing and drainage facilities and any other services and facilities which shall leak;
- (ak) To enter with or without workmen at all reasonable times on written notice (except in case of emergency) into and upon any Unit or the flat roofs (if any) or roofs (if any) forming part or parts of a Unit and to lay, maintain, alter, repair or remove any drainage and other pipes or any other services and facilities thereon for the common use and benefit of the Owners and to erect thereon scaffolding platform and other equipment for repairing or maintaining such plumbing and drainage facilities or other services and facilities or any part of the Estate Provided That the right to erect the scaffolding platform and other equipment at the relevant Unit as aforesaid shall be subject to the consent of the Owner of such relevant Unit (which consent shall not be unreasonably withheld) and as

little disturbance as possible shall be caused and provided further that the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents;

- (al) To forbid any Owner who defaults in payment of any amounts due from him under the provisions of this Deed or otherwise fails to observe or perform any of the terms and conditions herein contained whether or not such Owner occupies such Unit, his tenants and licensees the use of the Common Areas and Facilities until such default is rectified Provided That such Owner's right of access to and from such Unit and the passage of water, gas, drainage, electricity, telecommunications and other utilities to and from such Unit shall not be interrupted;
- (am) To post the address of the Unit of any Owner in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Estate;
- (an) Subject to the prior approval of the Owners' Committee or the Owners' Incorporation, to grant such easements, quasi-easement, rights, privileges, licences and informal arrangements as it shall be necessary to ensure the efficient management of the Lot and the Estate and shall not contravene the provisions of the Government Grant and shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units, and any payment received shall be credited to the Special Funds;
- (ao) To ensure that no hawkers shall carry on business on any part of the Lot or the Estate and remove any hawker found to be so doing and to post up and display notices to the effect that hawker is prohibited on the Lot and the Estate prominently near all entrances of the Lot and the Estate;
- (ap) Subject to the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation (if any), to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Lot or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities or any part thereof and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Government Grant and PROVIDED FURTHER THAT any income therefrom shall be credited to the management funds;

- (aq) Subject to the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation (if any), to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes and other installations, fittings, chambers and other equipment and structures within the Lot and the Estate which the Manager shall reasonably deem appropriate PROVIDED THAT any income therefrom shall be credited to the management funds;
- (ar) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers in accordance with this Deed on such terms as the Manager shall in its absolute discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (as) To deal with all enquiries, complaints, reports and correspondence relating to the Lot and the Estate as a whole;
- (at) To grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion think fit or consider appropriate PROVIDED THAT all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed;
- (au) To remove any dogs, cats or other animals or fowls from any Residential Unit if the same are brought into the Lot and the Estate and has been the cause of reasonable complaint (in the sole discretion of the Manager) by the different Owners or Occupiers of at least two Units;
- (av) To provide such Christmas, Chinese New Year, festive and other decorations and to organise such celebrations or activities for the Estate as the Manager shall in its sole discretion consider desirable;
- (aw) From time to time with the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation (if any), to make, revoke or amend the Estate Rules as it shall deem appropriate which shall not be inconsistent with this Deed, the BMO or the provisions of the Government Grant;
- (ax) Subject as otherwise provided in this Deed to give or withhold its written consent or approval (such consent or approval not to be unreasonably withheld) to anything which requires its written consent or approval pursuant to this Deed or the Estate Rules and to impose conditions or additional conditions relating

thereto and where any consent or approval is required from the Manager by an Owner, any sum imposed by the Manager as a consideration for the granting of such consent or approval shall be held by the Manager for the benefit of the Owners and paid into the Special Funds and the Manager shall be entitled to charge a reasonable administrative fee for issuing such consent which fee shall be credited to the relevant Special Funds;

- (ay) Subject as otherwise provided in this Deed, the Government Grant and the provisions of the BMO, from time to time to compile rules and regulations governing: -
 - (i) the convening, conduct and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
 - (ii) the quorum for the conduct of business at any such meetings;
 - (iii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
 - (iv) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;
 - (v) all other matters to regulate the meetings of the Owners, the Owners' Committee and any subcommittees thereof and to facilitate the transaction of business thereat;
- (az) To convene such meetings of the Owners or meetings of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (ba) To do all things as are necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Lot and the Estate for the better enjoyment or use of the Lot and the Estate by its Owners Occupiers and their licensees;
- (bb) In the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities, to surrender the same or any part thereof to the Government and the Manager is **HEREBY APPOINTED** the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose;
- (bc) Subject to the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation (if any), to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons

and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion consider appropriate;

- (bd) To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities, to remove or evict any person thereon who fails to comply with or is in breach of any Estate Rules relating to such facilities and to exclude any person who has been in persistent breach of such Estate Rules from the use of such facilities for such period as the Manager shall in its discretion deem appropriate;
- (be) To make payment to the Government on demand of the cost incurred by the Government in connecting the drains and sewers from the Lot to the Government storm water drains and sewers which are required to be connected pursuant to the Government Grant;
- (bf) Subject to having obtained the relevant Government authority's approval (if required) and having given prior reasonable notice to Owners affected by the relevant works (except in case of emergency), to erect or place on the external wall, any terrace, roof, flat roof, upper roof, balcony and utility platform scaffolding and/or other equipment necessary for proper repair and maintenance of the plumbing facilities, the external walls and windows of the Estate Provided That the Manager shall make good any damage caused thereby and shall ensure that the least disturbance is caused;
- (bg) To engage qualified personnel to inspect keep and maintain in good substantial repair and condition, and to carry out any necessary works in respect of any of the Slopes and Retaining Walls (if any) in compliance with the Government Grant and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate government department regarding the maintenance of slopes, retaining walls and related structures and to collect from the Owners all costs lawfully incurred or to be incurred by the Manager in carrying out such necessary maintenance, repair and any other works in respect of the Slopes and Retaining Walls Provided That the Manager shall not be made personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager is unable to collect the costs of the required works from all Owners pursuant to the terms of this Deed;

- (bh) To repair and maintain the drains and channels and drainage system whether within or outside the Lot serving the Estate which is required to be maintained pursuant to the Government Grant;
- (bi) To engage qualified personnel to inspect or carry out a structural survey of the Lot and the Estate or any part thereof including the drains and channels within or outside the Lot serving the Estate as and when the Manager deems necessary or desirable;
- (bj) At the request of the Owners Incorporation, to give to the Owners Incorporation the management of the Lot and the Estate free of costs and to assign the Undivided Shares relating to the Common Areas and Facilities to the Owners Incorporation, without consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares shall be held by the Owners Incorporation as trustee for all the Owners;
- (bk) To forbid any Owner of the Residential Units who defaults in payment of any amounts due from him under the provisions of this Deed or any relevant Sub-Deed or otherwise fails to observe or perform any of the terms and conditions herein contained and his tenants and licensees the use of the Recreational Areas and Facilities until such default is rectified;
- (bl) To charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities or any part thereof of such amount as the Manager shall in its reasonable discretion deem fit Provided That all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Recreational Areas and Facilities;
- (bm) To organize any activities as the Manager may consider appropriate to promote the concept of green life and the environmental awareness of the Owners and Occupiers and to encourage them to participate in such activities with a view to improving the environmental conditions of the Estate;
- (bn) To provide reasonable occupational health and safety equipment/ facilities to the management staff of the Estate and contractors recruited or employed by the Manager;
- (bo) To conduct regular inspection on an annual basis of the Open Kitchen Units to ensure that there is no alteration or removal of smoke detectors and alarm, sprinklers and the full height wall having a half hour fire rated barrier provided within such Units;
- (bp) To maintain regularly on a recurrent basis the Works and Installations;

- (bq) To grant access to CLP Power Hong Kong Limited or its staff, contractors, workers or agents a free and unconstructed right of way and vehicular access to go pass and repass and through the Development to such areas of the Estate as provided by the First Owner to CLP Power Hong Kong Limited to maintain the transformer room and cable accommodations of the Estate and to carry out reinstatement work to the same if rendered necessary by the installation, connection, repair or replacement of the equipment of CLP Power Hong Kong Limited. For the avoidance of doubt, all materials and equipment provided by CLP shall at all time remain the ownership and property of CLP Power Hong Kong Limited;
- (br) To conduct regular inspection of the pipework of the Estate at specified intervals as proposed by the Authorized Person so as to alert any signs of water leakage and pipe joints or pipe brackets condition;
- (bs) To maintain the fire hydrants, fire-fighting appliances, water pumping connections and other fire service installations and equipment in the Lot or the Estate in good condition and to the satisfaction of the Director of Fire Services; and
- (bt) To do all such other things as are reasonably incidental to the management of the Lot and the Estate;

PROVIDED THAT except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the duties and powers of the Manager under this Clause shall not extend to those which relate to the effecting of any improvements to any facilities or services which involves an expenditure in excess of 10% of the current annual Management Budget.

39. The Manager shall have power to enter with or without workmen at all reasonable times on prior reasonable written notice (except in the case of emergency) into all parts of the Lot and the Estate including any Unit for the purposes of inspecting, rebuilding, repairing, altering, renewing, maintaining, cleaning, painting or decorating the Common Areas and Facilities or abating any hazard or nuisance which does or may affect the Common Areas or any part thereof or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed, in particular to enter any Commercial Unit at ground floor level to service, inspect, rebuild, repair, alter, renew, maintain and clean the underground drains and other piping works and services laid thereunder, therein, thereover or appertaining thereto, Provided That the Manager shall cause as little disturbance as possible when carrying out such works and forthwith make good any damage caused thereby and at its own costs and expense

be responsible for negligent, wilful or criminal acts of the Manager its staff or contractors and without limiting the generality or the foregoing, the Manager shall have power to enter and access to all parts of the roofs, flat roofs and related parapets (if any and forming part of any Unit) with or without workmen or equipment for the purpose of cleaning, painting, repairing and maintaining the windows and the external walls and any common pipes and any Common Facilities of the Estate including without limitation, the right to affix gondolas for the aforesaid purposes.

40. The Common Areas and Facilities shall be under the exclusive control of the Manager who may make rules or regulations or impose conditions regulating the use and management thereof Subject to the provisions of the Government Grant and this Deed Provided That the exercise of this right shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict the access to and from such Unit owned by him.
41. 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.
42. (a) The Manager shall have power from time to time (whether before or after the formation of the Owners' Committee) with the approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation (if any) to make, revoke and amend Estate Rules regulating the use, occupation, maintenance and environmental control of the Lot and the Estate and the Common Areas and Facilities or any part or parts thereof, the protection of the environment of the Estate and the implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such Estate Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the Estate Rules from time to time in force shall be posted on the public notice boards of the Estate and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.
- (b) Such Estate Rules shall be supplementary to the terms and conditions contained in this Deed, the BMO and the conditions of the Government Grant and shall not in any way conflict with such terms and conditions, the BMO and the conditions of the Government Grant. In case of inconsistency between such Estate Rules and the terms and conditions of this Deed, the BMO or the

conditions of the Government Grant the terms and conditions of this Deed, the BMO and the conditions of the Government Grant shall prevail.

- (c) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such Estate Rules or non-observance thereof by any third party.
43. Without prejudice to the Manager's duties under this Deed, the Manager shall have the right to enter into contracts with third parties for or to delegate or subcontract to other agents or managers whose business is that of estate management the management, maintenance, operation and control of the Common Areas and Facilities or any part or parts thereof on such terms and conditions as the Manager shall in its discretion think fit Provided That the Manager shall not transfer or assign its rights and obligations under this Deed to any such third parties and such third parties shall remain responsible to the Manager. The Manager shall at all times be responsible for the management and control of the Estate (including any part thereof) in accordance with the provisions of this Deed.

SECTION IV

EXCLUSIONS AND INDEMNITIES

44. The Manager, its servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or gross negligence and the Owners shall fully and effectually indemnify the Manager, its servants, agents or contractors 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 as aforesaid and all costs and expenses in connection therewith. Without in any way limiting the generality of the foregoing, the Manager, its servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of: -
- (a) any defect in or failure or breakdown of any of the Common Areas and Facilities, or
 - (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Lot and the Estate, or
 - (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Lot and the Estate, or

- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
- (e) theft, burglary or robbery within the Lot and the Estate;

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

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

SECTION V

OWNERS' COMMITTEE

46. Within 9 months of the execution of this Deed, the Manager shall convene a meeting of the Owners to establish an Owners' Committee and to elect a chairman thereof. The Owners' Committee shall consist of [seven (7)] members of which [six (6)] members shall be elected by the Owners of the Residential Development and [one (1)] member by the Owner(s) of the Commercial Development, or of such number of members as the Owners may from time to time by resolution at a meeting of the Owners decide.
47. The Owners' Committee shall meet at such times as occasion shall require and in any event not less than once a year and the functions of the Owners' Committee shall be limited to the following :-
- (a) the representing of the Owners in all dealings with the Manager;

- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) the reviewing of the draft annual Management Budget, annual Management Budget and revised Management Budget prepared by the Manager;
- (d) the approval of the Estate Rules made from time to time by the Manager and any amendment or revocation thereof;
- (e) the liaising with the Manager in respect of all matters concerning the management of the Lot and the Estate;
- (f) to convene meetings of all the Owners;
- (g) to act as the Manager during such period as no Manager is appointed;
- (h) the appointment of accountants for audit of the annual accounts prepared by the Manager; and
- (i) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed or the BMO.

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

- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee.
- (b) Any adult family member of close connection with the Owner duly authorised by the Owner which authorization shall be in writing addressed to the Manager and may be revoked and another appointment made at any time on notice in writing being given to the Manager. For the purpose of this sub-clause, "family member of close connection with the Owner" shall mean any one of the grand-parents, parents, spouse, children, grand-children or siblings of the Owner. The Owner is obliged to provide satisfactory documentary proof to the Manager to show his relationship with such family member upon request.
- (c) If at any annual general meeting at which an appointment or election of a member should take place, the office of the retiring member is not filled, or if in any year no annual general meeting is held, the member shall continue in office until the next annual general meeting.
- (d) The Owners' Committee may continue to act notwithstanding any vacancies in its number as long as the number is not reduced below [4] and where the

number is reduced to only [4] the quorum for its meeting shall be [4] Provided That if the number is reduced below [4], the remaining member(s) of the Owners' Committee may act for the purpose only of electing other member(s) of the Owners' Committee.

- (e) A member of the Owners' Committee appointed by the Owners of any component part of the Estate may be removed from office and another person appointed in his place by notice in writing from the Owners of that component part addressed to the Owners' Committee.
49. A member of the Owners' Committee shall retire from office at every alternate annual general meeting following his appointment or election but shall be eligible for re-appointment or re-election but subject to this he shall hold office until :-
- (a) He resigns by notice in writing to the Owners' Committee; or
 - (b) In the case of an elected member he ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or
 - (c) He becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
 - (d) He becomes incapacitated by physical or mental illness or death; or
 - (e) In the case of an elected member he is removed from office by the Owners whom he represents by ordinary resolution of a duly convened meeting of such Owners or in the case of an appointed member he is removed from office by notice to that effect to the Owners' Committee given by the Owners who have the right to appoint him; or
 - (f) He resides abroad; or
 - (g) Where the member of the Owners' Committee is eligible for membership of the Owners' Committee by virtue of Clause 48(a) of this Deed, such member as the Owner himself or the corporate Owner (as the case may be) ceases to be an Owner of Undivided Shares or, where the member of the Owners' Committee is eligible for membership of the Owners' Committee by virtue of Clause 48(b) of this Deed, the relevant Owner ceases to be an Owner of Undivided Shares.

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

50. A meeting of the Owners' Committee may be convened at the requisition of the chairman or any 2 members of the Owners' Committee.
51. (a) Notice of a meeting of the Owners' Committee shall be given in writing by the person or persons convening the meeting upon each member of the Owners' Committee at least 7 days before the date of the meeting specifying the time, date and place of the meeting and the resolutions (if any) to be proposed at the meeting.
- (b) Service of the notice of meeting of the Owners' Committee referred to in sub-clause (a) above may be given:-
- (i) by delivering it personally to the member of the Owners' Committee; or
 - (ii) by sending it by post to the member of the Owners' Committee at his last known address; or
 - (iii) by leaving the notice at the member's Residential Unit of the Estate or depositing the notice in his letter box for that Residential Unit.
52. No business shall be transacted at any meeting by the Owners' Committee unless a quorum is present when the meeting proceeds to business. The quorum at a meeting of the Owners' Committee shall be at 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater.
53. 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.
54. The Owners' Committee shall have full power from time to time to make and compile rules and regulations governing :-
- (i) the convening, conduct and procedure of meetings of the Owners' Committee and any sub-committees thereof;
 - (ii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
 - (iii) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee; and
 - (iv) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat;

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

55. The Manager shall appoint a representative to represent the Manager in all its business and dealings with the Owners' Committee and such representative, if so requested by the Owners' Committee, shall act as a secretary to the Owners' Committee who shall have the right to attend all meetings of the Owners' Committee but not to vote thereat and who shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.
56. The following provisions shall apply in all meetings of the Owners' Committee :-
- (a) Subject to Sub-clause (d) below, all resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed;
 - (b) A resolution put to the vote of the meeting shall be decided on a show of hands only;
 - (c) On a show of hands every member of the Owners' Committee present at the meeting shall have one vote; and
 - (d) In the case of an equality of votes the chairman shall have a second or casting vote.
57. The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or gross negligence by or on the part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee and the members thereof from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid which does not involve criminal liability or dishonesty or gross negligence on the part of any or all of the members of the Owners' Committee and all costs and expenses in connection therewith.
58. No remuneration shall be payable to the Owners' Committee or any member thereof but such members shall be entitled to be reimbursed for all out-of-pocket expenses necessarily and reasonably incurred in carrying out their duties.
59. The Owners' Committee shall cause to be kept records and minutes of :-

- (a) the appointment and election and vacation of appointments of all its members, secretary and chairman and all changes therein;
 - (b) all resolutions and notes of proceedings of the Owners' Committee; and
 - (c) the members present at all meetings.
60. The records and minutes of the Owners' Committee shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to copies of extracts therefrom on paying the reasonable charges therefor Provided That all such payments shall be credited to the management funds.

SECTION VI

MEETING OF OWNERS

61. From time to time as occasion may require there shall be meetings of the Owners to discuss and decide on matters concerning the Lot and the Estate and in regard to such meetings the following provisions shall apply :-
- (a) The first meeting of Owners shall be convened by the Manager as soon as possible but not later than 9 months from the execution of this Deed, the business of which shall include the appointment of a chairman and the members of the Owners' Committee or to appoint a management committee for the purpose of forming an Owners' Incorporation under the BMO.
 - (b) One such meeting to be known as the annual general meeting shall be convened by the Manager or the Owners' Committee and shall be held once in each calendar year not later than 15 months following the first meeting of the Owners for the purpose of electing the chairman and other members of the Owner's Committee and transacting any other business of which due notice is given in the notice convening such meeting.
 - (c) (i) A meeting, other than the annual general meeting, may be validly convened by: -
 - (1) the Manager;
 - (2) the Owners' Committee; or
 - (3) an Owner appointed to convene such a meeting by those Owners who in the aggregate have vested in them for the time being not less than 5% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities).

- (ii) One such meeting to be known as the annual general meeting shall be convened by the Manager or the Owners' Committee and shall be held once in each calendar year not later than fifteen (15) months following the first meeting of the Owners for the purpose of electing the chairman and other members of the Owner's Committee and transacting any other business of which due notice is given in the notice convening such meeting.
- (d) The procedure at a meeting of Owners shall be as is determined by the Owners.
- (e) (i) The person convening the meeting of Owners shall, at least fourteen (14) days before the date of the meeting, give notice of meeting to each Owner, 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.
(ii) The notice of meeting referred to in sub-clause (e)(i) above may be given:
 -
 - (1) by delivering it personally to the Owner;
 - (2) by sending it by post to the Owner at his last known address; or
 - (3) by leaving it at the Owner's Residential Unit or depositing it in the letter box for that Residential Unit.
- (f) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and 10% of the Owners shall be a quorum. For the purposes of this sub-clause (f), the reference 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 into which the Lot and the Estate is divided; and
 - (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.
- (g) A meeting of the Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under sub-paragraphs (1) or (3) of sub-clause (c)(i) above, the person convening the meeting.
- (h) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.

- (i) (i) Every Owner shall have one vote for each Undivided Share vested in him and may cast a vote personally or by proxy. Where two or more persons are the co-owners of an Undivided Share such Owners shall jointly have one vote for each such Undivided Share and the vote in respect of that Undivided Share may be cast :-
 - (1) by a proxy jointly appointed by the co-owners;
 - (2) by a person appointed by the co-owners from amongst themselves;
or
 - (3) if no appointment has been made under sub-paragraphs (1) or (2) of this sub-clause (i)(i), then either by one of the co-owners personally or by a proxy appointed by one of the co-owners; and
- (ii) In the case of any meeting where two or more persons are the co-owners of an Undivided Share and more than one of the co-owners seek 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.
- (iii) In case of any equality of votes, the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (i) Votes may be given either personally or by proxy and in regard to the removal of the chairman of the meeting, votes shall be cast by means of a secret ballot supervised by the Manager.
- (j) The instrument appointing a proxy shall be in writing and in the form set out in Form 1 in Schedule 1A to the BMO 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 the body corporate and signed by a person authorized by the body corporate in that behalf.
- (k) The appointment of a proxy shall have no effect unless the instrument appointing the proxy is lodged with the chairman of the Owners' Committee or, if the meeting is convened under sub-clause 61(c)(i)(1) above or sub-clause 61(c)(i)(3) above, the person convening the meeting 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.

62. (a) Any resolution on any matter concerning the Lot and the Estate passed by a simple majority of votes at a duly convened meeting of the Owners present in person or by proxy and voting in proportion to number of Undivided Shares held at such meeting shall be binding on all the Owners of the Lot and the Estate Provided as follows :-
- (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
 - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
 - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.
 - (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers and duties of the Manager conferred on the Manager under the BMO or this Deed.
- (b) Without prejudice to anything herein contained, 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 50% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) 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 Estate or any part or parts thereof otherwise than in accordance with Clause 65.

- (c) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than 50% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.
 - (d) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
 - (e) The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights or liability to pay fees, nor shall such Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.
 - (f) Where any Undivided Share has been assigned or charged by way of mortgage or charge and subject to the provisions of such mortgage or charge, the voting rights conferred on an Owner by the provisions of this Deed shall not be exercisable by the mortgagor or chargor except that, where a registered mortgagee or chargee is in possession of such Undivided Share or has foreclosed, the said voting rights shall be exercisable by the said registered mortgagee or chargee.
63. For the purpose of Clauses 61 and 62 of this Deed, unless otherwise expressly stated, any reference to "Owner" or "Owners" shall exclude the Owner of the Common Areas and Facilities and any reference to "Undivided Share" or "Undivided Shares" shall exclude the Undivided Shares allocated to the Common Areas and Facilities which shall not carry any liability to pay charges under this Deed in respect of any part or parts of the Lot and the Estate or voting rights at any meeting whether under this Deed, the BMO or otherwise, nor will those Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.

SECTION VII

EXTINGUISHMENT OF RIGHTS

64. In the event of the Estate or any part thereof being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same unfit for habitation or use or occupation, the Manager or the Owners' Committee or the Owners of not less than 75% of the Undivided Shares allocated to the damaged part of the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall convene a meeting of the Owners of the Estate or (as the case may be) the part thereof so affected and such meeting may resolve by not less than 75% majority Undivided Shares of such Owners present and voting in proportion to the number of Undivided

Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) held at such meeting whether or not to rebuild or reinstate the damaged part of the Estate so affected. If it shall be resolved that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild the Estate or (as the case may be) the part thereof so affected then in such event the Undivided Shares in and of the Estate or (as the case may be) the part thereof so affected shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares (excluding the Owner of Undivided Shares allocated to the Common Areas and Facilities) in proportion to the respective number of Undivided Shares previously held by such former Owners (except the Manager) bears to the total number of Undivided Shares of the damaged part(s) of the Estate in question (excluding the Undivided Shares allocated to the Common Areas and Facilities). All insurance money received in respect of any policy of insurance on the Estate or (as the case may be) the part thereof so affected shall likewise be distributed amongst such former Owners of Undivided Shares being sold and assigned to the Manager aforesaid. In such event all the rights, privileges, obligations and covenants of such Owners under this Deed shall be extinguished so far as the same relate to such Owners PROVIDED ALWAYS THAT if it is resolved by not less than 75% majority of such Owners present and voting in proportion to the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) held at such meeting to reinstate or rebuild the Estate or (as the case may be) the part thereof so affected the Owners of the Estate or (as the case may be) the part thereof so affected shall pay the excess of the cost of reinstatement or rebuilding of the Estate or the relevant part thereof damaged as aforesaid over and above the proceeds recoverable from the insurance of the Estate or (as the case may be) the part thereof so affected in proportion to the respective number of Undivided Shares held by them (excluding the Undivided Shares allocated to the Common Areas and Facilities) and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the Estate or the relevant part thereof and be recoverable as a civil debt.

65. The following provisions shall apply to a meeting convened as provided in Clause 60 hereof :-

- (a) (i) Every such meeting shall be convened by at least 14 days' notice in writing served by the person or persons convening the meeting upon each

Owner, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed; and

(ii) Service of a notice required to be served under Sub-clause (a)(i) above may be effected: -

(a) personally upon the Owner; or

(b) by post addressed to the Owner at his last known address; or

(c) by leaving the notice at the Owner's Unit or depositing the notice in his letter box.

(b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than 75% of the total number of Undivided Shares allocated to the damaged part(s) of the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;

(c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week at the same place, and if at such adjourned meeting a quorum be not present the Owners present shall be deemed to constitute a quorum;

(d) Every such meeting shall be presided over by the chairman of the Owners' Committee or, in his absence, the Owners present shall choose one of their members to be the chairman of the meeting;

(e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;

(f) Every Owner of the Estate shall have one vote for each Undivided Share allocated to the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) 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 the vote in respect of that Undivided Share may be cast :-

(i) by a proxy jointly and appointed by such Owners;

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

(iii) if no appointment has been made under sub-subparagraph (i) or (ii), then either by one of the co-owners personally or by a proxy appointed by one of the co-owners; and, in the case of any meeting where more than one of

the co-owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, in person or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid.

In case of any equality of votes the chairman shall have, in addition to a deliberate vote, a second or casting vote;

- (g) Votes may be given either personally or by proxy;
- (h) The instrument appointing a proxy shall be in writing and in the form set out in Form 1 in Schedule 1A of the BMO, 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 the body corporate and signed by a person authorized by the body corporate in that behalf;
- (i) The appointment of a proxy shall have no effect unless the instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened by a person other than the Owners' Committee, the person convening the meeting 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;
- (j) A resolution passed at a duly convened meeting by not less than 75% majority of such Owners present in person or by proxy and voting in proportion to the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas) held at such meeting shall be binding on all the Owners of the Estate or (as the case may be) the relevant part of the Estate 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; and
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (k) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than 75% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) or (as the case may be) the part thereof so affected in question (excluding the Undivided Shares

allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners; and

- (l) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION VIII

MISCELLANEOUS PROVISIONS

- 66. Each Owner shall on ceasing to be the Owner of any Undivided Share notify the Manager of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner.
- 67. No person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.
- 68. Notwithstanding anything herein contained, it is hereby specifically agreed that the respective provisions of Schedule 7 and Schedule 8 to the BMO shall be incorporated in and form part of this Deed.
- 69. There shall be public notice boards at such places in the Estate as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the Estate 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 7 consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
- 70. Any Owner not resident in the Estate shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed. In the event that the Owner shall fail to provide the Manager with such an address in Hong Kong, then the Manager may treat the address of the Unit which such Owner owns as the address for service of notices.

71. Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, or as otherwise required under this Deed or the BMO, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at or delivered to the registered office of the Manager.
72. (a) The First Owner shall at its own cost provide a direct translation in Chinese of this Deed. The First Owner shall deposit a copy of this Deed (including copy of the plans annexed to this Deed) and the Chinese translation thereof in the management office within one month from the date of this Deed for inspection by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Funds. In the event of any dispute as to the effect of the Chinese translation and the English version of this Deed, the English version shall prevail.
- (b) The First Owner shall deposit a copy of Schedules 7 and 8 to the BMO (both English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Funds.
73. The First Owner shall prepare or cause to be prepared a set of plans showing the Common Areas which plans are now annexed to this Deed. The accuracy of such plans shall be certified by or on behalf of an Authorised Person (as defined in the Buildings Ordinance (Cap. 123)). A copy of such plans shall be kept at the management office of the Manager at the Estate and may be inspected by the Owners during normal office hours of the Manager free of costs and charges.
74. Where any Undivided Share has been assigned or charged by way of mortgage, the voting rights conferred on the Owner of such Undivided Share by the provision of this Deed shall subject to the provisions of the mortgage, be exercisable only by the mortgagor unless the mortgagee is in possession of such Undivided Share and has duly served written notice of such fact on the Manager PROVIDED THAT once the mortgagee has taken possession of such Undivided Shares he shall become fully liable

for the payment of all the management fee, expenses and contributions payable in respect of the relevant part of the Estate under this Deed including any arrears thereof.

75. 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 part of the Estate and to the Undivided Share or Shares held therewith.
76. Notwithstanding anything contained in this Deed, nothing herein shall conflict with or be in breach of the conditions of the Government Grant and nothing herein shall prejudice in any way the application or operation of the BMO and the Schedules thereto and any amendment or amendments thereof or any substitutions thereof and to the extent that any provisions contained herein shall be in conflict with or overrule the BMO and the Schedules thereto and any amendment or amendments thereto or any substitutions thereof, the BMO and the Schedules thereto shall prevail. If any Owners' Incorporation is formed under the provisions of the BMO, the Owners' Incorporation shall be vested with all the rights, powers, duties and obligations for the control, management and administration of the Lot and the Estate conferred by this Deed on the Manager and subject to any provisions herein in extension or modification thereof. The provisions contained in Schedule 2 to the BMO shall apply to the management committee of the Owners' Incorporation following incorporation of the Owners thereunder which shall take the place of the Owners' Committee formed under this Deed and the provisions contained in Schedule 3 to the BMO shall apply to all general meetings of the Owners' Incorporation which shall take the place of the Owners' meetings under this Deed.
77. The First Owner shall upon execution of this Deed assign the Undivided Shares relating to the Common Areas and Facilities to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant and to this Deed. Such Undivided Shares relating to the Common Areas and Facilities shall upon such assignment to the Manager be held by the Manager as trustee for all the Owners for the time being and in the event the Manager shall resign or be wound up or have a receiving order made against it or is removed and another manager be appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Undivided Shares in the Common Areas and Facilities to the new manager free of costs or consideration to hold as such trustee as aforesaid PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities and entitlements of the Manager contained in this Deed PROVIDED FURTHER THAT when the Owners' Incorporation has been formed, it may request the Manager to assign the Undivided Shares relating to the

Common Areas and Facilities and transfer the management responsibilities to it free of costs or consideration, in which event the Owners' Incorporation must hold them on trust for the benefit of all the Owners for the time being of Undivided Shares in the Lot and the Estate.

78. (a) The First Owner shall deposit a full copy of the Slope Maintenance Manual (if any) in the management office of the Estate within one month of the date of this Deed for inspection by all Owners free of charge and taking copies thereof upon payment of a reasonable charge. All charges received shall be credited to the Special Funds.
- (b) The Owners shall at their own expense maintain and carry out all works in respect of the Slopes and Retaining Walls (if any) as required by the Government Grant and this Deed and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual. The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office within one month from the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Funds. The Manager (which for the purpose of this Clause shall include the Owners' Committee or Owners' Incorporation) is hereby given full authority by the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of the Slopes and Retaining Walls in compliance with the Government Grant and this Deed and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures. All Owners shall pay to the Manager all costs lawfully incurred or to be incurred by it in carrying out such maintenance, repair and any other works. The Manager shall not be personally liable for carrying out any such requirements of the Government Grant and this Deed which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners.
79. The Owners and the Manager hereby covenant with one another to observe, perform and comply with the terms and conditions of the Government Grant so long as they remain (in the case of the Owners) as Owners and (in the case of the Manager) as the Manager.

80. (a) A balcony and/or an utility platform which forms part of a Residential Unit, for the purpose of this Deed is designated as a non-enclosed area. The Owner of each Residential Unit which includes a non-enclosed area :-
- (i) shall not use the non-enclosed area or permit it to be used for any purpose other than as a balcony or, as the case may be, an utility platform for the proper use and enjoyment of the Residential Unit;
 - (ii) shall not enclose the non-enclosed area and the covered areas beneath the non-enclosed area or any part thereof or permit it to be enclosed wholly or partially above safe parapet height other than as under the Building Plans; and
 - (iii) shall maintain the non-enclosed area in good and substantial repair and condition at such Owner's own cost and expense.
- (b) If there is any default on the part of any Owner in observing and fulfilling his obligations set out in Sub-clause (a) above, the Manager shall have the right to serve a written notice to the Owner requiring him to make good the default within a reasonable time limit. If the Owner shall fail to comply with such notice the Manager shall be entitled on giving a reasonable prior notice in writing to report to the Building Authority the non-compliance with the obligations set out in Sub-clause (a) for such enforcement action including prosecution as the Building Authority shall consider necessary or appropriate.
81. (a) The First Owner at its own cost and expense compile for the reference of the Owners and the Manager the Works and Installations Maintenance Manual setting out the following details :-
- (i) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
 - (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
 - (iii) Recommended maintenance strategy and procedures;
 - (iv) A list of items of the Works and Installations requiring routine maintenance;
 - (v) Recommended frequency of routine maintenance inspection;

- (vi) Checklist and typical inspection record sheets for routine maintenance inspection; and
 - (vii) Recommended maintenance cycle of the Works and Installations.
- (b) The First Owner shall deposit a full copy of the Works and Installations Maintenance Manual in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Funds. For the avoidance of doubt, all costs incidental to the preparation of the Works and Installations Maintenance Manual will be borne by the First Owner.
- (c) The Owners shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of the Estate and their own Units including the Works and Installations.
- (d) The Works and Installations as set out in the Fifth Schedule hereto and the Works and Installations Maintenance Manual shall be revised in such manner and at such intervals as may be necessary including but not limited to the addition or the deletion of Works and Installations in the Estate and the updating of maintenance strategies in step with changing requirements.
- (e) The Owners may, by a resolution of Owners at an Owners' Meeting convened under this Deed, decide on revisions to be made to the Works and Installations as set out in the Fifth Schedule hereto and the Works and Installations Maintenance Manual, in which event the Manager shall procure from a qualified professional or consultant the revised schedule for the Works and Installations and the revised Works and Installations Maintenance Manual within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
- (f) All costs incidental to the preparation of the revised schedule for the Works and Installations and the revised Works and Installations Maintenance Manual shall be paid out of the Special Funds.
- (g) The Manager shall deposit the revised Works and Installations Maintenance Manual in the management office of the Manager at the Estate within one month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Funds.

82. 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 will not exceed 3 years;
 - (b) the right to be granted under the contract must be non-exclusive and must 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.
83. (a) The Owners of the Open Kitchen Units shall at their own expense observe and comply with the Fire Safety Management Plan. Without prejudice to the generality of but in addition to the foregoing, the Owner of an Open Kitchen Unit shall observe and comply with the following provisions:-
- (i) not to alter, remove or obstruct the sprinkler head(s) provided at the ceiling immediately above the open kitchen, smoke detector(s) and alarm system provided inside his Open Kitchen Unit and at the common lobby or corridor outside his Open Kitchen Unit, except with the prior written approval of the Buildings Department, the Fire Services Department, all relevant Government authority or authorities and the Manager;
 - (ii) not to remove or alter the full height wall, having an FRR of not less than 30 minutes integrity fire resistance rating and 30 minutes insulation fire resistance rating (-/30/30), adjacent to the flat exit door in his Open Kitchen Unit, except with the prior written approval of the Buildings Department, the Fire Services Department, all relevant Government authority or authorities and the Manager;
 - (iii) to maintain and keep the fire services installations specified in the Fire Safety Management Plan and installed in his Open Kitchen Unit in good order and working condition; and
 - (iv) to let, lease, license or otherwise part with the possession of his Open Kitchen Unit upon the condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall agree to observe and comply with the provisions contained in this Deed relating to and/or applicable to the Open Kitchen Units.

- (b) The Manager shall on behalf of the Owners of the Open Kitchen Units carry out and implement the plans relating to maintenance, inspection and check, staff training, fire action and fire prevention as set out in the Fire Safety Management Plan. Without limiting the generality of the foregoing, the Manager is hereby given full authority by the Owners of the Open Kitchen Units to engage or employ registered fire service installation contractors for the annual inspection and check, testing, keeping and maintaining in good substantial repair and condition, and carrying out any necessary works in respect of the fire services installations (including but not limited to smoke detectors, fire alarm system and the sprinkler system within the Open Kitchen Units and the common corridors) as specified in and in accordance with the Fire Safety Management Plan and submit the maintenance certificate to the Fire Services Department.
 - (c) The Manager and the registered fire service installation contractors engaged by the Manager shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to carry out check, inspection, testing or maintenance of the fire services installations therein (at the cost of the Owner of that Open Kitchen Unit) or verify observance and compliance of provisions referred to in Sub-clause (a) above.
 - (d) The First Owner shall deposit a copy of the Fire Safety Management Plan in the management office of the Estate within one month of the date of this Deed for reference by all Owners and the Manager.
84. The Manager shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in the case of emergency when no notice is required) the Commercial Development on the ground floor of the Estate to carrying out checks, inspections, repair, maintenance, rebuilding, alteration, renewal and cleaning of the surface drain channels therein.
85. Notwithstanding Clauses 1, 15, 43 and 47 of the Third Schedule hereto but subject to the approval of the Buildings Department and all relevant Government authorities, the Owner(s) of two adjoining Residential Units on the same floor may combine and enjoy the same as one single Unit after obtaining approval of the relevant works in respect of alterations and additions from the Buildings Department including but not limited to demolishing the partition walls and/or carrying out works to the balcony/balconies and/or utility platform(s) thereof which may involve the removal of the railings and/or glass balustrades and/or metal balustrades and/or parapet walls of such balcony/balconies and/or utility platform(s). Clauses 1, 15 and 43 of the Third Schedule

hereto shall apply again if the combined Unit is subsequently converted back to two separate Residential Units. Such removal of the railings and/or glass balustrades and/or metal balustrades and/or parapet walls of such balcony/balconies and/or utility platform(s) and any other works in relation thereto resulting in the change of external appearance of the Estate, if after obtaining the prior consent in writing of the Manager, shall not be a breach of Clauses 1, 15 and 43 of the Third Schedule hereto.

86. Notwithstanding Clauses 1, 15, 43 and 47 of the Third Schedule hereto but subject to the approval of the Buildings Department and all relevant Government authorities, the Owner(s) of two Residential Units on two consecutive and/or adjoining floors may combine and enjoy the same as one single duplex Unit after obtaining approval of the relevant works in respect of alterations and additions from the Buildings Department including but not limited to breaking and opening the floor slabs and/or ceiling slabs in between the two Units and/or demolishing the partition walls and/or carrying out works to the balcony/balconies and/or utility platform(s) thereof which may involve the removal of the railings and/or glass balustrades and/or metal balustrades and/or parapet walls of such balcony/balconies and/or utility platform(s). Clauses 1, 15 and 43 of the Third Schedule hereto shall apply again if the combined Unit is subsequently converted back to two separate Residential Units. Such breaking and opening of the floor slabs and/or ceiling slabs in between the two Units and/or removal of the railings and/or glass balustrades and/or metal balustrade(s) and/or parapet walls of such balcony/balconies and/or utility platform(s) and any other works in relation thereto resulting in the change of external appearance of the Estate, if after obtaining the prior consent in writing of the Manager and all relevant Government authorities, shall not be a breach of this Deed including Clauses 1, 15 and 43 of the Third Schedule hereto.
87. Any work, whether or not the Manager's consent is required for the same, shall in all respects fully comply with the Buildings Ordinance (Cap. 123) and any Regulations made thereunder and with the requirements of any other relevant ordinances or competent authority and in carrying out such work, an Owner shall cause his servants, agents, contractors and workmen to co-operate fully with the Manager and all servants, agents, contractors and workmen of the Manager and with other Owners, tenants or contractors carrying out work in the Estate. An Owner, his servants, agents, contractors and workmen shall obey and comply with all reasonable instructions and directions which may be given by the Manager in connection with the carrying out of such work.
88. An Owner who applies for the Manager's consent to all matters which require such consent under the terms of this Deed or the Estate Rules shall be bound by the

Manager's decision and shall comply with any terms or conditions which the Manager may impose.

89. Notwithstanding anything contained in this Deed, nothing herein shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, including any regulations made thereunder and any amending or replacing legislation (collectively, "RCHE"), or residential care home for PWDs as defined in the Residential Care Homes (Persons with Disabilities) Ordinance, including any regulations made thereunder and any amending or replacing legislation (collectively, "RCHD"), or the use of the Lot or any part thereof or the Estate or part of the Estate for the purposes of RCHE or RCHD.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALLOCATION OF UNDIVIDED SHARES

(1) <u>Residential Units</u>	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
Flat A on 1/F with Flat Roof	1	26	26
Flat B on 1/F	1	17	17
Flat C on 1/F with Flat Roof	1	25	25
Flat D on 1/F with Flat Roof	1	23	23
Flat E on 1/F with Flat Roof	1	23	23
Flat F on 1/F with Flat Roof	1	27	27
Flat G on 1/F with Flat Roof	1	18	18
Flat H on 1/F with Flat Roof	1	25	25
Flat J on 1/F with Flat Roof	1	19	19
Flat A on 2/F to 3/F with BAL and UP	2	28	56
Flat B on 2/F to 3/F with BAL	2	19	38
Flat C on 2/F to 3/F with BAL and UP	2	28	56
Flat D on 2/F to 3/F with BAL and UP	2	26	52
Flat E on 2/F to 3/F with BAL and UP	2	26	52
Flat F on 2/F to 3/F with BAL and UP	2	28	56
Flat G on 2/F to 3/F with BAL	2	19	38
Flat H on 2/F to 3/F with BAL and UP	2	27	54
Flat J on 2/F to 3/F with BAL	2	19	38
Flat A on 5/F to 7/F with BAL and UP	3	28	84
Flat B on 5/F to 7/F with BAL	3	19	57
Flat C on 5/F to 7/F with BAL and UP	3	28	84
Flat D on 5/F to 7/F with BAL and UP	3	26	78
Flat E on 5/F to 7/F with BAL and UP	3	26	78
Flat F on 5/F to 7/F with BAL and UP	3	28	84
Flat G on 5/F to 7/F with BAL	3	19	57
Flat H on 5/F to 7/F with BAL and UP	3	27	81
Flat J on 5/F to 7/F with BAL	3	19	57
Flat A on 8/F with BAL, UP and Roof	1	29	29
Flat B on 8/F with BAL and Roof	1	20	20
Flat C on 8/F with BAL, UP and Roof	1	29	29
Flat D on 8/F with BAL and UP	1	26	26
Flat E on 8/F with BAL and UP	1	26	26
Flat F on 8/F with BAL, UP and Roof	1	29	29
Flat G on 8/F with BAL and Roof	1	20	20
Flat H on 8/F with BAL, UP and Roof	1	28	28
Flat J on 8/F with BAL	1	19	19
Total:	63		
Sub-total:			1,529
(2) <u>Commercial Units</u>	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
Shop 1 on G/F with Open Space	1	76	76
Shop 2 on G/F with Open Space	1	54	54
Shop 3 on G/F with Open Space	1	71	71
Total:	3		
Sub-total:			201
(3) <u>Common Areas and Facilities</u>	---	---	370
Total [(1)+(2)+(3):			2,100

Notes

- (1) BAL = Balcony
- (2) UP = Utility platform
- (3) In the numbering of floors, 4/F is omitted
- (4) Residential recreational facilities and landscape garden are located on G/F

THE SECOND SCHEDULE ABOVE REFERRED TO

(Benefits and burdens held with Undivided Shares)

PART A : EASEMENTS RIGHTS AND PRIVILEGES HELD WITH EACH UNIT

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy his Unit (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall subject to the provisions and restrictions contained in this Deed, the Estate Rules, the rights of the Manager and the First Owner as herein provided have the benefit of the following easements, rights and privileges :-

(a) Right of way over and to use the Estate Common Areas and Facilities

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

(b) Right of escape to and through Common Areas

The right of escape to and through Common Areas of any kind or description in the event of fire or emergency for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees;

(c) Right of support and shelter

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

(d) Right to passage of water etc.

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

(e) Right of entry to other parts of Lot and Estate to repair

The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon prior notice (except in the case of emergency) to enter upon other parts or the Lot and the Estate for the purpose

of carrying out any works for the maintenance and repair of his Unit (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby; and

(f) Right to easements etc.

All other easements, rights and privileges belonging or appertaining to the Lot and the Estate or part thereof.

2. In addition to the above easements, rights and privileges the Owner for the time being of each Residential Unit, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) shall have the full right and liberty subject to payment of the prescribed fees (if any) and his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed): -

(a) to go pass or repass over and along and to use the Residential Common Areas and Facilities for the purposes for which they are designed Provided That in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services, and

(b) to place and install air-conditioning units at the air-conditioning platform(s), if any and if the same forms part of the Residential Common Areas, adjoining his Residential Unit or such other area(s), if any, as may be designated for that purpose notwithstanding that such platform(s) or such other area(s), if any, form part of the Residential Common Areas.

3. In addition to the above easements, rights and privileges, the Owner(s) for the time being of the portions of roof for Flats A, B, C, F, G and H on the 8th floor respectively on the roof of the Estate, his lessees, tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) shall grant the full right and liberty (but subject always to the provisions of the Government Grant, this Deed, the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) to the Manager, with or without contractors, agents, workers and other persons authorised by the Manager, and with or without all necessary equipment, plant, materials and machinery for the purpose of gaining access to and from the Residential Common Areas by passing through any part of the portions of roof for Flats A, B, C, F, G and H on the 8th floor respectively on the roof of the Estate for the purpose of rebuilding, repairing, renewing, replacing, cleansing, painting, decorating, inspecting,

examining or maintaining the pipes installed on the roof or any part(s) thereof or any apparatus or equipment installed or placed thereon, or carrying on the external pipe works on the roof or any part(s) thereof.

4. For the avoidance of doubt, the Owners shall have no right to enter upon any part of the Lot or the Estate other than their own Units save as expressly herein provided.

PART B : EASEMENTS RIGHTS AND PRIVILEGES TO WHICH EACH UNIT IS SUBJECT

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

(a) Government's right under Government Grant

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

(b) Manager's right of entry for purposes of rebuilding repairing etc.

The full right and privilege of the Manager at all reasonable times upon prior notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon his Unit for the purposes of rebuilding, repairing, renewing, cleansing, painting, decorating, inspecting, examining or maintaining the Lot or the Estate or any part or parts thereof or any of the Common Areas and Facilities or any other apparatus and equipment used or installed for the benefit of the Lot or the Estate or any part or parts thereof causing as little disturbance as possible and forthwith making good any damage caused thereby but without incurring any liabilities whatsoever (save and except in respect of any act or omission involving criminal liability or dishonesty or negligence) and without prejudice to the generality of the foregoing, the Manager shall have the right from time to time to install and remove anchors and other provisions at the building perimeter of the flat roof or roof forming part of a Unit for operation of the building maintenance system, including but not limited to gondola which shall be entitled to rest on the flat roofs on the 1st floor of the Estate forming part of any Unit and the Owner(s) of such Unit shall not do or suffer to be done on such flat roofs anything which may cause obstruction to the resting of the gondola on the flat roofs, and further without prejudice to the generality of the foregoing, the Manager shall have the right from time to time with or without agents, surveyors, workmen and others to enter into the flat roofs of any Unit on the 1st floor of the Estate to gain access to the Residential Common Areas for the purposes of rebuilding, repairing,

renewing, cleansing, painting, decorating, inspecting, examining or maintaining any of the Common Areas and Facilities or any other apparatus and equipment used or installed thereon for the benefit of the Lot or the Estate or any part or parts thereof, and further without prejudice to the generality of the foregoing, the Manager shall have the right from time to time with or without agents, surveyors, workmen and others to enter into Shop 1, Shop 2 and Shop 3 on the ground floor of the Estate to gain access for the purposes of rebuilding, repairing, renewing, cleansing, painting, decorating, inspecting, examining or maintaining any of the Common Areas and Facilities (including but not limited to the underground drains laid thereunder) or any other apparatus and equipment used or installed thereon or underground for the benefit of the Lot or the Estate or any part or parts thereof, and additionally further without prejudice to the generality of the foregoing, the Manager shall have the right from time to time with or without agents, surveyors, workmen and others to enter into Shop 1, Shop 2 or Shop 3 to gain access to the Estate Common Facilities or the Residential Common Facilities (including but not limited to the drainage pipes) installed on the ceilings of these shops for the purposes of rebuilding, repairing, renewing, cleansing, painting, decorating, inspecting, examining or maintaining any of the Estate Common Facilities or the Residential Common Facilities or any other apparatus and equipment used or installed thereon for the benefit of the Lot or the Estate or the Residential Development or any part or parts thereof; and

(c) Other Rights

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

THE THIRD SCHEDULE ABOVE REFERRED TO

1. No Owner shall make any structural alteration to any part of the Estate owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Lot or the Estate by other Owners.
2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or whereby any insurance on the Lot or the Estate or any part thereof may become void or voidable or whereby the premiums for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
3. Subject to the rights reserved to the First Owner under this Deed, no Owner shall do or permit or suffer to be done by his lessees, tenants, Occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Lot or the Estate at any time in the course of construction and/or the management and the maintenance of the Lot and the Estate.
4. No Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the other Owners, and Occupiers for the time being of the Lot and the Estate and/or any neighbouring premises.
5. No Owner shall use or permit or suffer his Unit to be used except in accordance with the Government Grant, this Deed and any Ordinances and regulations from time to time applicable thereto.
6. No part of the Common Areas and Facilities shall be obstructed save with the licence of the Manager (who shall not grant the licence should the obstruction be in contravention of any Ordinances or regulations of Hong Kong or of this Deed) nor shall any refuse or other matter or thing be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or Occupiers of any other part of the Lot and the Estate Provided That the placing of air-conditioning units on the air-conditioning platforms (if any) adjoining each Residential Unit or such other area(s) as may be designated for that purpose shall not be a breach of this Clause notwithstanding that such air-conditioning platforms or such other area(s) as may be designated for that purpose are part of the Common Areas.

7. No Owner shall cut, maim, alter, affix, interfere with, damage or in any other way affect or permit or suffer to be cut, maimed, altered, affixed, interfered with, damaged or in any other way affected any part of the Common Areas and Facilities.
8. No clothing or laundry shall be hung on any flat roofs or roofs or outside the Estate or any part thereof or in the Common Areas and Facilities.
9. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Lot and the Estate may be clogged or efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected and to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision.
10. No air-conditioning or other units shall without the prior written consent of the Manager be installed through any windows or external walls of the Estate other than at places designated by the First Owner for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot or the Estate. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Unit in good repair and condition.
11. No Owner shall use or cause or permit his Unit to be used for industrial or godown purposes or for the purpose of pawn shop, mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai" or any similar ceremony or as a boarding house, guest house or for any noisy or offensive trade or business.
12. No Owner shall make or cause or permit any disturbing noise in his Unit or do or cause or permit or suffer anything to be done which will interfere with the rights, comfort, and convenience of other occupants of the Estate.
13. No Owner of a Unit shall be entitled to connect any installation to the communal television and radio aerial system installed by the First Owner or the Manager in or for the Estate or any part or parts thereof except with the prior written permission of the Manager and in accordance with any Estate Rules relating to the same. No Owner of a Unit shall affix or install his own private aerial outside any part of the Estate.
14. Save as otherwise provided in this Deed, no external placards, posters, signs, signboards, notices, advertisements, flags, banners, poles, cages, shades or other projections or structures whatsoever extending outside the exterior of the Residential Development shall be erected, installed or otherwise affixed to or exhibited on or projected from the Residential Development except with the prior written approval of the Manager and the competent Government authority or authorities (if required).

15. Subject to the right of the First Owner to design the first external appearance of the Estate upon construction thereof and further subject to Clauses 85 and 86 of this Deed, no Owner shall paint the outside of the Estate or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Estate without the prior consent in writing of the Manager or the First Owner and in particular, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing either of a permanent or temporary nature shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in or about or on or at any part of the external walls or flat roofs or roofs of a Unit of the Estate. For the avoidance of doubt, the erecting, affixing, installing or displaying of any advertising sign (whether illuminated or not) in, at, on or within any part(s) of the Commercial Development or any Unit thereof which is visible from the outside of such Unit shall not constitute a breach of this Clause Provided That such advertising sign shall relate to or be in connection with the lawful business of such Unit.
16. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from his Unit any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
17. No Owner shall permit the playing of mahjong in any Unit between 11 p.m. and 9 a.m. if any noise so created will be audible from outside his Unit so as to cause disturbance to the Owners or Occupiers of any other part of the Estate.
18. No Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Estate PROVIDED THAT (i) live poultry, birds or animals may be kept in a Residential Unit as pets unless the same has been the cause of reasonable complaint by the different Owners or Occupiers of at least two Units, (ii) trained guide dogs on leash for the blind may be brought into any part of the Estate whilst guiding any person with disability in vision, (iii) dogs, cats, pets, fowls, birds and other animals may be kept in any Commercial Unit operating as a veterinary clinic or a pet shop, (iv) there may be kept such livestock, live poultry or animals in such reasonable quantities and of such type as are appropriate in relation to the business of any restaurant operating in any Commercial Unit.
19. Not to allow children, save with the licence of the Manager, to play in the Common Areas and Facilities (save and except in the Recreational Areas and Facilities but with due care and supervision) particularly lifts and any damage to or discolouration to decorations in such areas or lifts by children shall be paid for by the Owner or Occupier of the Residential Unit in which the child or children concerned reside.

20. Not to use water closets and other water apparatus in the Estate for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for or made good by the Owner or Occupier at his own expense in whose Unit it shall have been caused.
21. Not to allow bicycles, baby carriages or similar vehicles in the lifts unless the greatest care against damage to the lifts is exercised and the same shall not be allowed to obstruct any Common Areas and Facilities and not to use the lifts of the Estate for carrying and transporting any goods or articles whatsoever which in the opinion of the Manager adversely affect the normal functioning of the lifts.
22. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or energy that might produce smoke except with the prior written consent of the Manager, but in any event no Owner shall install the aforesaid furnace, boiler, plant or equipment or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.
23. No Owner shall make any alteration to or interfere with any fire fighting equipment or suffer to be done anything to such equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder.
24. No Owner of a Residential Unit without the prior written consent of the Manager first having been obtained shall lock the doors or entrances of any flat roofs or roofs of his Residential Unit having access to any part of the Common Areas and Facilities which shall at all times remain open and unobstructed. In case the access is being obstructed the Manager shall have the power to restore the access to such condition so as to comply with the regulations of the Fire Services Department or other relevant Government regulations at the expense of the Owner in default.
25. No Owner of a Unit shall perform installation or repair works to the electrical wiring from the switch rooms forming part of the Common Areas and Facilities to any part or parts of the Estate save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of the Owner or Owners concerned and in such manner as the Manager shall in its absolute discretion think fit.
26. No Owner or its agents licensees or contractors shall place on any part of the floors of the Estate any article, machinery, goods or merchandise which may cause the maximum

floor loading-bearing capacity thereof (as specified on such part) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Estate or any fixtures and fittings therein Provided That the making good of such damage as aforesaid shall be without prejudice to any further right competent to the Manager exercisable by virtue of such breach.

27. Every Owner shall promptly pay and discharge all existing and future Government rent (unless the same forms part of the Management Expenses pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of his Unit and to indemnify the other Owners from and against all liability thereof.
28. Each Owner shall keep and maintain his Unit and all wirings and pipings thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Lot and the Estate. The expenses of keeping in good and substantial repair and condition the interior of any Unit and all the fixtures and fittings and all plumbings therein or appertaining thereto and all the windows and doors thereof shall be borne by the Owner of such Unit.
29. Each Owner shall observe and comply with all Ordinances, regulations, by-laws and rules for the time being in force in Hong Kong and governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and the protection of the environment.
30. Residential Units shall not be used or suffered to be used for any purpose other than for private residential purpose and in particular shall not be used as a boarding house, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles SAVE AND EXCEPT that the First Owner may use any such Residential Units owned by it as show flats for such period or periods as it shall in its discretion consider appropriate.
31. No Owner shall without the prior written consent of the Manager and the competent Government authority or authorities (if required) erect or place or cause or permit to be erected or placed any advertising signs or other structures on the flat roof or roof and the Manager shall have the right to enter to remove anything erected or placed on such flat roof or roof or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
32. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows or door or doors or entrance or entrances of any Unit any

metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap. 95) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities.

33. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit any advertising or other sign of any description (except a small name plate outside the entrance door of such Residential Unit giving the Owner's or Occupier's name) without the previous written approval of the Manager and of the Director of Lands (if required under the Government Grant). Any such approval may be given subject to such conditions (if any) as the Manager and the Director of Lands (if required under the Government Grant) may specify and shall be subject to revocation on reasonable notice.
34. No Owner shall store or permit to be stored in any Residential Unit any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.
35. 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.
36. Every Owner and the Manager covenant with each other that they shall observe and comply with the terms and conditions of the Government Grant and this Deed as long as they remain as an Owner or Manager of the Estate.
37. No Owner (including the First Owner) shall convert or designate his Unit or any part thereof to be part of the Common Areas unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas or any part thereof to his or its own use or benefit.
38. No Owner shall without the prior written consent of the Manager and the competent Government authority or authorities (if required) erect or build or suffer to be erected or built on or upon the flat roofs or roofs or balcony or utility platform forming part of a Residential Unit any walls, windows, gates, doors, curtains, external awnings, canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said flat roofs or roofs will be enclosed or partitioned either in whole or in part.
39. No Owner except the Owner having the exclusive right to use and occupy the flat roof or a specified part of the roof which forms part of his Residential Unit shall have the right to use the flat roof or that part of the roof except in the event of fire or emergency. The

Owner and/or Occupier of the flat roof or that part of the roof shall ensure that the escape to and through the same shall not be in any way impeded or obstructed.

40. The Recreational Areas and Facilities shall only be used and enjoyed for recreational purposes by the residents of the Residential Development and their bona fide guests and visitors and subject to the provisions of this Deed, the Estate Rules and such rules as may from time to time be laid down by the Manager. Only those with residents' cards or residents' permits will be allowed to enter and use the Recreational Areas and Facilities.
41. No Owner (including the First Owner) shall convert any part of the Common Areas to his own use or for his own benefit except with the prior approval of the Owners' Committee. Any payment received for such approval shall be credited to the Special Funds.
42. The Owners of those Residential Units that are enclosed with curtain wall structures shall be responsible for the maintenance, repair and replacement (if so required) of the openable parts and such pieces of glass panels of the curtain wall structures which form part of their respective Residential Units in accordance with the standards and requirements laid down by the Manager at all times and from time to time. The Owners shall also be responsible for the cleaning of the inside surface of the non-openable parts of the curtain wall structures (including the glass panels) facing their respective Residential Units regardless of whether such non-openable parts form part of the Residential Common Areas.
43. Subject to Clauses 85 and 86 of this Deed, no Owner shall change or replace the railings and/or glass balustrades of the balcony, utility platform, flat roof and/or roof of his Residential Unit save and except in accordance with the standards and requirements laid down by the Manager.
44. The costs and expenses for the maintenance, repair and replacement of A/C Unit(s) installed in the Residential Common Areas serving a Residential Unit shall be borne by the Owner of that particular Residential Unit.
45. No Owner shall interfere with or alter the Estate Common Facilities (if any) underneath Shop 1, Shop 2 and Shop 3 on the ground floor of the Commercial Development.
46. The change of colour, type, pattern and material of the main door of a Residential Unit shall not be a breach of this Deed.
47. Subject to Clauses 85 and 86 of this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with a demolition or alteration of any

partition wall or any partition structure or erect an opening on such partition wall, which will result in such Residential Units being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given at his absolute discretion and may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

THE FOURTH SCHEDULE ABOVE REFERRED TO

ALLOCATION OF MANAGEMENT UNITS

(1) <u>Residential Units</u>	<u>No. of Units</u>	<u>No. of Management Units per Unit</u>	<u>Total No. of Management Units</u>
Flat A on 1/F with Flat Roof	1	26	26
Flat B on 1/F	1	17	17
Flat C on 1/F with Flat Roof	1	25	25
Flat D on 1/F with Flat Roof	1	23	23
Flat E on 1/F with Flat Roof	1	23	23
Flat F on 1/F with Flat Roof	1	27	27
Flat G on 1/F with Flat Roof	1	18	18
Flat H on 1/F with Flat Roof	1	25	25
Flat J on 1/F with Flat Roof	1	19	19
Flat A on 2/F to 3/F with BAL and UP	2	28	56
Flat B on 2/F to 3/F with BAL	2	19	38
Flat C on 2/F to 3/F with BAL and UP	2	28	56
Flat D on 2/F to 3/F with BAL and UP	2	26	52
Flat E on 2/F to 3/F with BAL and UP	2	26	52
Flat F on 2/F to 3/F with BAL and UP	2	28	56
Flat G on 2/F to 3/F with BAL	2	19	38
Flat H on 2/F to 3/F with BAL and UP	2	27	54
Flat J on 2/F to 3/F with BAL	2	19	38
Flat A on 5/F to 7/F with BAL and UP	3	28	84
Flat B on 5/F to 7/F with BAL	3	19	57
Flat C on 5/F to 7/F with BAL and UP	3	28	84
Flat D on 5/F to 7/F with BAL and UP	3	26	78
Flat E on 5/F to 7/F with BAL and UP	3	26	78
Flat F on 5/F to 7/F with BAL and UP	3	28	84
Flat G on 5/F to 7/F with BAL	3	19	57
Flat H on 5/F to 7/F with BAL and UP	3	27	81
Flat J on 5/F to 7/F with BAL	3	19	57
Flat A on 8/F with BAL, UP and Roof	1	29	29
Flat B on 8/F with BAL and Roof	1	20	20
Flat C on 8/F with BAL, UP and Roof	1	29	29
Flat D on 8/F with BAL and UP	1	26	26
Flat E on 8/F with BAL and UP	1	26	26
Flat F on 8/F with BAL, UP and Roof	1	29	29
Flat G on 8/F with BAL and Roof	1	20	20
Flat H on 8/F with BAL, UP and Roof	1	28	28
Flat J on 8/F with BAL	1	19	19
Total:	63	Sub-total:	1,529
(2) <u>Commercial Units</u>	<u>No. of Units</u>	<u>No. of Management Units per Unit</u>	<u>Total No. of Management Units</u>
Shop 1 on G/F with Open Space	1	76	76
Shop 2 on G/F with Open Space	1	54	54
Shop 3 on G/F with Open Space	1	71	71
Total:	3	Sub-total:	201
Total [(1)+(2)]:			1,730

Notes

- (1) BAL = Balcony
- (2) UP = Utility platform
- (3) In the numbering of floors, 4/F is omitted
- (4) Residential recreational facilities and landscape garden are located on G/F

THE FIFTH SCHEDULE ABOVE REFERRED TO

WORKS AND INSTALLATIONS

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) the Slopes and Retaining Walls (if any);
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations;
- (x) gas supply system;
- (xi) window installations;
- (xii) air-conditioning and ventilation system.

SEALED with the Common Seal of)
)
ONFINE DEVELOPMENT LIMITED in)
)
the presence of and SIGNED by)
)
)
)
director(s)/person(s) duly authorized by its)
)
Board of Directors whose signature(s))
)
is/are verified by :-)

Solicitor, Hong Kong SAR

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

Solicitor, Hong Kong SAR

SEALED with the Common Seal of)
)
WAYGENT INVESTMENT LIMITED in)
)
the presence of and SIGNED by)
)
)
)
director(s)/person(s) duly authorized by its)
)
Board of Directors whose signature(s))
)
is/are verified by :-)

Solicitor, Hong Kong SAR

SEALED with the Common Seal of)
)
MAGIC SIGN LIMITED in the presence of)
)
and SIGNED by)
)
)
)
director(s)/person(s) duly authorized by its)
)
Board of Directors whose signature(s))
)
is/are verified by :-)

Solicitor, Hong Kong SAR

SIGNED SEALED and DELIVERED by)
)
the First Assignee (who having been)
)
previously identified by identification)
)
document(s) as specified above) in the)
)
presence of :-)

Solicitor, Hong Kong SAR

INTERPRETED to the First Assignee by :-

[]

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

Solicitor, Hong Kong SAR

DATED the day of 201

ONFINE DEVELOPMENT LIMITED (安豐發展有限公司)

GAINBO LIMITED (明保有限公司)

WAYGENT INVESTMENT LIMITED (威津投資有限公司)

MAGIC SIGN LIMITED (麗誌有限公司)

and

and

[*]

DEED OF MUTUAL COVENANT AND
MANAGEMENT AGREEMENT

in respect of

YUEN LONG TOWN LOT NO.527

ZHONG LUN LAW FIRM

HONG KONG
