

Dated the [●] day of [●] 20[●]

**SUPERWICK LIMITED**  
(瑞域有限公司)

and

[ ]

and

[ ]

---

**DEED OF MUTUAL COVENANT AND  
MANAGEMENT AGREEMENT**

OF

[ ]  
(TAI PO TOWN LOT NO. 225)

---

**MAYER • BROWN  
JSM**

DPYT/AFK/16529055

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## SECTION I

### PARTIES AND RECITALS

**THIS DEED** is dated [●] and is made

**BETWEEN**

- (1) **SUPERWICK LIMITED** ( 瑞域有限公司 ) whose registered office is situate at 45<sup>th</sup> Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (hereinafter called the “**First Owner**” which expression shall where the context so admits include its respective successors and assigns) of the first part;
- (2) [●] (hereinafter called the “**First Assignee**” which expression shall where the context so admits include his executors, administrators and assigns) of the second part; and
- (3) [●] whose registered office is situate at [●] (hereinafter called the “**DMC Manager**”) of the third part.

**WHEREAS:-**

- (A) 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** (as hereinafter defined) which is held under the **Conditions** (as hereinafter defined) and upon issue of the **Certificate of Compliance** (as hereinafter defined) in respect of the Lot will become entitled to a Government lease for the residue of the term of 50 years commencing on the 31<sup>st</sup> day of March 2015.
- (B) The First Owner has developed and in the course of developing the Lot in accordance with the Conditions, the **Building Plans** (as hereinafter defined) and the **Landscape Master Plan** (as hereinafter defined). The **Development** (as hereinafter defined) comprises (inter alia) of a number of residential units, car parking spaces, motor cycle parking spaces, loading and unloading spaces and recreational and communal areas and facilities. The Development will be developed in phases and Phase 1 of the Development has been completed.
- (C) For the purposes of sale, the Lot and the Development have been notionally divided into 1,401,929 equal **Undivided Shares** (as hereinafter defined) which have been allocated as provided in the First Schedule hereto.
- (D) 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 and for the consideration therein expressed, the First Owner assigned unto the First Assignee All Those [●] equal undivided 1,401,929<sup>th</sup> parts or shares of and in the Lot and the Development together with the sole and exclusive right to hold use occupy and enjoy [●] (the “**First Assignee’s Unit**”) Subject to and with the benefit of the Conditions.
- (E) The parties hereto have agreed to enter into these presents for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Lot and the Development and the **Common Areas and Facilities** (as hereinafter defined) therein and for the purpose of defining and regulating the rights, interests and

obligations of the **Owners** (as hereinafter defined) in respect thereof and to provide for apportionment of the expenses of such management, maintenance, repair, renovation, insurance and service to be borne by the Owners.

- (F) The Director of Lands has given his/her approval to this Deed in accordance with the Conditions.
- (G) (a) In these presents (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 and vice versa and words importing persons shall include corporations and vice versa.
- (b) References to any ordinance or statutory provisions shall include or mean any statutory amendments, modifications or re-enactments thereof from time to time being in force.

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

## **SECTION II**

### **DEFINITIONS**

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

**“Accessible Parking Space”**

means a parking space as required under Special Condition No. (24)(b)(i) of the Conditions and intended for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation and for the purposes of identification only shown coloured Brown or hatched black and marked "ACCESSIBLE CARPARKING" on the Basement Floor Plan certified by Authorized Person and annexed hereto;

**“Authorized Person”**

means LU Yuen Cheung Ronald of Ronald Lu & Partners (Hong Kong) Ltd., which expression shall include any other authorized person or persons for the time being appointed by the First Owner in place of the said LU Yuen Cheung Ronald;

**“Bicycle Parking Space”**

means a parking space as required under Special Condition No.(26) of the Conditions and intended for the parking of bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees, which forms part of the Residential Common Areas and Facilities;

**“Building Plans”**

mean the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority and includes any approved amendments thereto;

**“Carpark Area”**

means those areas of the Development including all Carpark Units and the Carpark Common Areas and Facilities;

**“Carpark Common Areas and Facilities”**

mean and include :-

- (a) those parts of the Development including but not limited to the Common EV Facilities, driveways, passages, ramps, EV charging rooms, fan room and such other areas and facilities which are intended for the common use and benefit of all the Accessible Parking Spaces, Visitors' Parking Spaces, Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Yellow on the Basement and Ground Floor Plans certified by the Authorized Person and annexed hereto; and
- (b) such other area, apparatus, devices, systems and facilities of and in the Lot and the Development designated as Carpark Common Areas and Facilities in accordance with this Deed;

but EXCLUDING :-

- (i) the Development Common Areas and Facilities and the Residential Common Areas and Facilities; and
- (ii) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner;

**“Carpark Unit”**

means any Residential Car Parking Space or Residential Motor Cycle Parking Space, to which a specific number of Undivided Share is allocated in accordance with this Deed or any Sub-Deed(s) and is intended for separate and exclusive use, possession and occupation by the Owner thereof but for the avoidance of doubt excluding any part of the Common Areas and Facilities;



**“Certificate of Compliance”**

means the certificate or letter from the Director of Lands certifying that the General and Special Conditions of the Conditions have been complied with to his satisfaction in relation to the whole of the Lot;

**“Club House”**

means the premises comprising, inter alia, swimming pools, jacuzzi, swimming pool filtration pump room, changing rooms, children play area, function rooms, sitting areas, gymnasium, ball court, study room, spa rooms, music room and such other areas and facilities;

**“Club Rules”**

mean such rules and regulations set down by the Manager (with the approval of the Owners’ Committee (if any)) from time to time with specific application to the Club House and the use and enjoyment thereof;

**“Common Areas and Facilities”**

mean collectively the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Carpark Common Areas and Facilities and all those parts and such of the facilities of the Development designated as common areas and facilities in any Sub-Deed(s);

**“Common EV Facilities”**

means all such facilities installed or to be installed on the Basement Floor for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong Special Administrative Region) parking at the Accessible Parking Spaces, Visitors’ Parking Spaces, Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces and such facilities shall include but not limited to such wires, cables, ducts, trunking, base box, socket outlet, locks, covers, protective devices and such other electrical or other installations or otherwise for or in relation to such purpose;

**“Conditions”**

mean the documents of title setting forth the rights and entitlements granted by the Government to the First Owner in respect of Tai Po Town Lot No. 225, namely New Grant No. 22096 which the First Owner is entitled to a Government lease for a term commencing from the 31<sup>st</sup> day of March 2015 for fifty years and shall include any subsequent extensions or modifications thereto or renewals thereof;

**“Consent to Assign”**

means the certificate or letter from the Director of Lands granting consent to the First Owner to assign Undivided Shares of and in the Lot together with the exclusive right to hold, use, occupy or enjoy a part or parts of the Development before the issue of the Certificate of Compliance;

## **“Development”**

means the whole of the development erected or in the course of being erected in accordance with the Conditions and the Building Plans on the Lot known as “[ \* ]”, which is being developed in phases and Phase 1 of the Development has been completed;

## **“Development Common Areas and Facilities”**

mean and include :-

- (a) such parts of the Development which are intended for common use and benefit of the Development including but not limited to the Landscaped Works, the passages, entrances, walkways, landings, boundary fence walls, the solid walls, lobbies, landscaped areas, driveways, pavements, ramps, planters, refuse storage & material recovery chamber, transformer rooms, main switch room, switch rooms, emergency generator rooms, guard rooms, office and lavatories for watchmen and management staff, caretaker’s office (if any), caretaker’s quarter (if any), office for Owners’ Committee (if any) / Owners’ Corporation office (when formed), F.S. control centre, fan rooms, cable duct rooms, master water meter room, main telecommunication broadcasting equipment room, water meter cabinets, shuttle lift lobbies, lifts, hose reels, electrical meter rooms, fire service installations, pipe ducts, fuel tank room, sprinkler water pump rooms, street fire hydrant pump room, F.S. pump rooms and emergency vehicular access and such of the drains, channels, water mains, sewers, fresh and salt water storage tanks, fresh and salt water intakes and mains, gas valve room, extra low voltage rooms, extra low voltage ducts, plant rooms, staircases, common green roofs (for maintenance access only), communal television and radio aerial systems for reception of television and radio broadcast, telecommunications and broadcasting distribution networks, cable television system (if any), wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Lot through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development, trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development which are (insofar as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Green and shown with Dark Green Dotted Line on the plans certified by the Authorized Person and annexed hereto;
- (b) the Greenery Areas (in so far as they do not form part of the Residential Common Areas and Facilities);
- (c) the Slope Structures;
- (d) such other areas, apparatus, devices, systems and facilities of and in the Lot and the Development designated as Development Common Areas and Facilities in accordance with this Deed and any Sub-Deed(s); and

- (e) to the extent not specifically provided in paragraphs (a), (b), (c) and (d) above, such other parts of the Lot and the Development :-
- (i) any parts of the Development covered by paragraph (a) of the definition of “**common parts**” set out in section 2 of the Building Management Ordinance (Cap.344); and/or
  - (ii) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of “**common parts**” set out in section 2 of the Building Management Ordinance (Cap.344);

but EXCLUDING :-

- (i) the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities; and
- (ii) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner.

**“DMC Manager”**

means the person who is specified in this Deed to manage the Development i.e. [●];

**“Fire Safety Management Plan”**

means the fire safety management plan and measures relating to the Residential Units with open kitchen required to be implemented by the Buildings Department and Fire Services Department and any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant Government authority;

**“FRR Wall”**

means the full height wall having a fire resistance rating of not less than -/30/30 and 600 mm width (if any) adjacent to the exit door of a Residential Unit with open kitchen which is respectively shown with Red Solid Line on the floor plans of the Residential Units certified by the Authorized Person and annexed hereto;

**“Government”**

means the Government of Hong Kong;

**“Green Area”**

means the “Green Area” as defined and referred to in Special Condition No.(2)(a)(i)(I) of the Conditions and shown coloured Green on the plan annexed to the Conditions;

**“Green Area Structures”**

mean the bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands in his sole discretion may require referred to and defined as “the Structures” under Special Condition No.(2)(a)(i)(II) of the Conditions;

**“Greenery Areas”**

means the greenery areas which shall not be used for any purpose other than those permitted under the Conditions without the prior consent of the Building Authority and are for the purposes of identification only shown coloured Light Green on the plans certified by the Authorized Person and annexed hereto;

**“Hong Kong”**

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

**“House Rules”**

mean the rules supplemental to this Deed governing the Development or any part or parts thereof from time to time in force made pursuant to these presents and including without limitation the Club Rules;

**“Landscape Master Plan”**

means the landscape master plan indicating the location, disposition and layout of the landscaping works for the Lot and including any amendments thereto approved by the Director of Lands pursuant to Special Condition No.(15)(a) of the Conditions;

**“Landscaped Works”**

mean the landscaping works provided or to be provided within the Lot pursuant to Special Condition No.(15)(b) of the Conditions, which form part of the Development Common Areas and Facilities and the Residential Common Areas and Facilities;

**“Loading and Unloading Space”**

means a loading and unloading bay or space of the Residential Accommodation as required under Special Condition No. (25)(a) of the Conditions, which forms part of the Residential Common Areas and Facilities;

**“Lot”**

means all that piece or parcel of ground registered in the Land Registry as Tai Po Town Lot No. 225 including any future extension(s) thereto;

**“Maintenance Manual for the Works and Installations”**

mean the maintenance manual for the Works and Installations as mentioned in Clause 74 of Section X as may from time to time be amended or revised in accordance with the provisions of this Deed;

**“Manager”**

means the DMC Manager or any other person who for the time being is, for the purposes of this Deed, managing the Development;

**“Noise Mitigation Measures”**

mean collectively (i) the solid walls, (ii) the vertical acoustic fins, (iii) the fixed windows (forming part of a Residential Unit), (iv) the acoustic windows (baffle type) (forming part of a Residential Unit), (v) the acoustic sliding panel (forming part of a Residential Unit), (vi) the maintenance doors with auto-close system and not for ventilation purpose (forming part of a Residential Unit), (vii) the sound absorption materials and (viii) the noise reducers installed at the Development which are (insofar as they are capable of being identified and shown on plans) for the purposes of identification respectively (i) shown with Dark Green Dotted Line, (ii) shown with Orange Dotted Line, (iii) shown with Light Green Dotted Line, (iv) shown with Indigo Dotted Line, (v) shown with Magenta Dotted Line, (vi) shown with Brown Dotted Line, (vii) shown with Dark Indigo Dotted Line and (viii) shown with Pink Solid Line on the plans certified as to accuracy by the Authorized Person and annexed hereto;

**“Non-Building Area 1”**

means the Pink Hatched Black Area referred to in Special Condition No.(11)(a) of the Conditions and is shown coloured pink hatched black on the plan annexed to the Conditions;

**“Non-Building Area 2”**

means the Pink Stippled Red Area referred to in Special Condition No.(11)(b) of the Conditions and is shown coloured pink stippled red on the plan annexed to the Conditions;

**“Non-enclosed Areas”**

mean the (i) balconies; and (ii) the covered areas beneath the balconies; (iii) utility platforms; and (iv) the covered areas underneath the utility platforms of the Residential Units which are for the purposes of identification only shown coloured Red, Red Hatched Black, Orange and Orange Hatched Black respectively on the plans certified by the Authorized Person and annexed hereto;

**“Occupation Permit”**

means a temporary or permanent occupation permit issued by the Building Authority in relation to the Development or any part or parts thereof;

**“Owner”**

means and includes each person who for the time being appears from the records at the Land Registry to be the owner of an Undivided Share and every joint tenant or tenant in common of any such Undivided Share and its, his or their executors, successors and assigns and where any such Undivided Share has been assigned or charged by way of

mortgage the word Owner shall also include a registered mortgagee in possession of such Undivided Share;

**“Owners’ Committee”**

means a committee of the Owners of the Development established under the provisions of these presents;

**“Owners’ Corporation”**

means the Owners’ corporation of the Lot and the Development incorporated and registered under the Building Management Ordinance (Cap.344);

**“Party Wall”**

means a wall which divides two Residential Units;

**“Phase”**

means a phase of the Development in the context of the Development being constructed in phases;

**“Phase 1”**

means the first phase of the Development consisting of (inter alia) :-

- (i) Tower 1, Tower 2, Tower 3, Tower 5, Tower 6 and Tower 7 of the Development, 181 Residential Car Parking Spaces and 9 Residential Motor Cycle Parking Spaces subject to any amendment or alteration of the Building Plans as may be approved by the Building Authority; and
- (ii) those parts of the Development Common Areas and Facilities which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Green and Light Green and shown with Dark Green Dotted Line on the plans certified by the Authorized Person and annexed hereto, the Residential Common Areas and Facilities which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Brown and Light Green and shown with Orange Dotted Line, Dark Indigo Dotted Line and Pink Solid Line on the plans certified by the Authorized Person and annexed hereto and the Carpark Common Areas and Facilities which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Yellow on the plans certified by the Authorized Person and annexed hereto;

**“Phase 1 Common Areas and Facilities”**

means all those parts of the Carpark Common Areas and Facilities, Residential Common Areas and Facilities and Development Common Areas and Facilities in Phase 1 of the Development;

**“Recreational Areas and Facilities”**

mean and include the Club House, play area, covered landscape area, lawns, gardens (other than those forming part of an Unit), planters, landscaped areas, footpath, covered walkway, trellis and such other recreational areas and facilities;

**“Residential Accommodation”**

means (1) such part of the Development constructed or to be constructed for private residential purposes in accordance with the Building Plans; (2) all Residential Common Areas and Facilities and (3) all ancillary areas serving (1) and (2) exclusively;

**“Residential Common Areas and Facilities”**

mean and include :-

- (a) those parts of the Residential Accommodation in the Development intended for the common use and benefit of the Owners, occupiers and tenants of the Residential Accommodation and the bona fide guests, visitors or invitees thereof, includes but not limited to the Recreational Areas and Facilities, the Loading and Unloading Spaces, the Visitors’ Parking Spaces, the Bicycle Parking Spaces, the Accessible Parking Spaces, the Landscaped Works, the Non-Building Area 1, the Non-Building Area 2, the vertical acoustic fins, the sound absorption materials, the noise reducers, flat roofs (other than those forming part of an Unit), roofs (other than those forming part of an Unit), canopies, lift machine rooms, fan rooms, water meter cabinets, pipe ducts, common green roofs (for maintenance access only), electrical meter rooms, inaccessible flat roof, and such of the passages, common corridors and lift lobbies, entrances, landings, entrance lobbies, landscaped areas, driveways, air conditioning platforms, areas for gondola, structural walls, stairways, potable and flushing water pump rooms, F.S. sprinkler pump rooms, sub-main switch rooms, sub-main telecommunication broadcasting equipment rooms, telecommunication ducts, refuse storage and material recovery rooms, F.S. and sprinkler inlets, extra low voltage rooms, extra low voltage ducts, and such of the lifts, lift shafts, firemen’s lifts, water tanks, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and any other mechanical systems, emergency vehicular access and such of the drains, channels and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the Owners and residents or tenants of the Residential Accommodation and their bona fide guests, visitors or invitees and such other areas within the Lot and such other systems, devices and facilities within the Development intended for common use and benefit of the Residential Accommodation in accordance with this Deed which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Brown and shown with Orange Dotted Line, Dark Indigo Dotted Line and Pink Solid Line on the plans certified by

Authorized Person and annexed hereto;

- (b) the Greenery Areas (in so far as they form part of the Residential Common Areas and Facilities);
- (c) the external walls and architectural features (if any) of the Residential Accommodation; and
- (d) such other areas, apparatus, devices, systems and facilities of and in the Lot and the Development within the Residential Accommodation designated as Residential Common Areas and Facilities in accordance with this Deed and any Sub-Deed(s);

but EXCLUDING :-

- (i) the Development Common Areas and Facilities and the Carpark Common Areas and Facilities; and
- (ii) such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner;

**“Residential Car Parking Space”**

means a parking space as required under Special Condition No. (24)(a)(i) of the Conditions and intended for the parking of motor vehicles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees;

**“Residential Motor Cycle Parking Space”**

means a parking space as required under Special Condition No. (24)(c)(i) of the Conditions and intended for the parking of motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees;

**“Residential Unit”**

means a residential unit in the Residential Accommodation (together with all the windows and window frames of the residential unit and all the glass of windows of the residential unit, balustrade (if any), railing (if any), balcony (if any) and utility platform (if any) thereof, garden (if any), stairhood (if any), roof thereabove (if any) and flat roof adjacent thereto (if any);

**“Slope Maintenance Manual”**

means the maintenance manual for the Slope Structures prepared in accordance with the Geoguide 5 – Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time);

**“Slope Structures”**



mean the slopes, slope treatment works, earth retaining structures, retaining walls or other related structures within or outside the Lot and the Development (if any) which are required to be maintained and carried out by the Owners under the Conditions or this Deed and in accordance with the “Geoguide 5 – Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Slope Maintenance Manual;

**“Special Fund”**

means the Special Fund maintained by the Manager pursuant to Clause 19 hereof;

**“Sub-Deed”**

means a Sub-Deed of Mutual Covenant to be entered into between the First Owner and another co-owner or owners of the Development setting forth the rights and obligations of any component part of the Development and "Sub-Deeds" shall be construed accordingly;

**“Subsequent Phase(s)”**

means the subsequent phase(s) of the Development including (inter alia) residential tower(s) constructed or to be constructed on or above the Ground Floor of the Development and such parts of the Common Areas and Facilities therein constructed or to be constructed in accordance with the Building Plans, the location of such subsequent phase(s) is shown for identification purpose only hatched black on the Basement Floor Plan, the Ground Floor Plan, the 1/F Plan for Tower 2, Tower 3 and Tower 5, the 2/F Plan for Tower 1, Tower 6 – Tower 11, the G/F Plan for Tower 7 and the Site Coverage of Greenery Plan annexed hereto.

**“Undivided Shares”**

mean those equal undivided parts or shares of and in the Lot and of and in the Development allocated in accordance with the provisions of this Deed or any Sub-Deed(s);

**“Unit”**

means a Residential Unit or a Carpark Unit in respect of which a specific number of Undivided Share is allocated in accordance with this Deed or any Sub-Deed(s) and is intended for separate and exclusive use, possession and occupation by the Owner thereof and shall have the same definition as “flat” under the Building Management Ordinance (Cap. 344);

**“Visitors’ Parking Space”**

means a parking space as provided under Special Condition No. (24)(a)(iii) of the Conditions and intended for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of residents of the Residential Units, which forms part of the Residential Common Areas and Facilities;

**“Works and Installations”**

mean the major works and installations in the Development (whether forming part of the Common Areas and Facilities or not) requiring regular maintenance on a recurrent basis which include but not limited to those works and installations set out in the Fourth Schedule subject to revision in accordance with Clause 74 of this Deed.

## SECTION III

### RIGHTS AND OBLIGATIONS OF OWNERS

1. **Grant of rights to the First Owner**

The First Owner shall at all times hereafter, subject to and with the benefit of the Conditions, 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 Development together with the appurtenances thereto and the entire rents and profits thereof **SAVE AND EXCEPT** the First Assignee's Unit and the Common Areas and Facilities and **SUBJECT TO** the rights and privileges granted to the First Assignee by the aforesaid Assignment and **SUBJECT TO** the provisions of this Deed.

2. **Grant of rights to the First Assignee**

The First Assignee shall at all times hereafter, subject to and with the benefit of the Conditions and these presents, 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 by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.

3. **Rights of all Owners**

Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the person or persons from time to time entitled thereto 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. **Owners bound by covenants and restrictions**

The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the Third Schedule hereto and such Owner shall comply with the House Rules from time to time in force so far as the same are binding on such Owner.

5. **Rights to assign without reference to other Owners**

Subject to the Conditions, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or 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, 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 part or parts of the Development which may be held therewith **PROVIDED THAT** any such sale, assignment, mortgage, lease or licence shall be made expressly subject to and with the benefit of this Deed.

6. **Right to exclusive use not to be dealt with separately from Undivided Shares**

- (a) The right to the exclusive use, occupation and enjoyment of any part of the Lot or the Development 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 not extend to leases or tenancies.
- (b) The right to the exclusive use, occupation and enjoyment of balcony, utility platform, garden, stairhood, flat roof or roof specifically assigned by the First Owner shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which such balcony, utility platform, garden, stairhood, flat roof or roof is held.

7. **Rights of Owners**

(a) **Rights of Every Owner**

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 Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(b) **Rights of Owner of Residential Unit**

Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy 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 and to use the Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Accessible Parking Spaces and Visitors' Parking Spaces.

(c) **Rights of Owner of Residential Car Parking Space or Residential Motor Cycle Parking Space**

Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Car Parking Space or Residential Motor Cycle Parking Space 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 Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(d) **Rights subject to this Deed, etc.**

In each of the above cases the right and liberty shall be subject to the provisions of this Deed and any Sub-Deed(s), the rights of the Manager and the House Rules.

(e) **Assignment of Common Areas and Facilities**

- (i) Upon execution of this Deed, the First Owner shall assign to the Manager free of costs or consideration the whole of the Undivided Shares allocated to the Phase 1 Common Areas and Facilities under this Deed subject to and with the benefit of the Conditions and this Deed. Such Undivided Shares together with the right to hold, use, occupy and enjoy the Phase 1 Common Areas and Facilities shall be held by the Manager as trustee for the benefit all the Owners for the time being and in the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with these presents, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed under the Building Management Ordinance it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration and in which event the Manager shall assign free of costs or consideration the Undivided Shares in respect of the Phase 1 Common Areas and Facilities together with the Phase 1 Common Areas and Facilities and transfer free of costs or consideration the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners.
- (ii) Upon completion of the Subsequent Phase(s) (as evidenced by the issue of the Consent to Assign or Certificate of Compliance (as the case may be) by the Director of Lands), the First Owner shall assign to the Manager free of costs or consideration the whole of the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities within the Subsequent Phase(s) which they represent subject to and with the benefit of the Conditions, this Deed and any Sub-Deed(s). Such Undivided Shares together with the right to hold, use, occupy and enjoy the Common Areas and Facilities within the Subsequent Phase(s) shall be held by the Manager as trustee for the benefit all the Owners for the time being and in the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with these presents, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed under the Building Management Ordinance it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration and in which event the Manager shall assign free of costs or consideration the Undivided Shares in respect of the Common Areas and Facilities together with the Common Areas and Facilities within the Subsequent Phase(s) and transfer free of costs or consideration the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the

benefit of all the Owners.

## SECTION IV

### **ADDITIONAL RIGHTS OF THE FIRST OWNER**

#### 8. **Additional rights of First Owner**

The First Owner (which expression shall for the purpose of this Clause exclude its assigns) shall for as long as it remains the beneficial owner of any Undivided Share have the sole and absolute right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights :-

(a) To amend Building Plans etc.

The right to change, amend, vary, add to or alter the Landscape Master Plan and the Building Plans existing at the date hereof relating to the parts of the uncompleted Phase(s) of the Development which have not been sold or assigned by the First Owner or the parts of the Lot and the Development owned by the First Owner without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Lands or other Government authorities pursuant to the Conditions PROVIDED THAT any such change, amendment, variation, addition or alteration shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development and PROVIDED FURTHER THAT the exercise of this right should not affect the Common Areas and Facilities or any part of the Development owned by all the Owners.

(b) To modify Conditions etc.

Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to apply to negotiate and agree with the Government to amend, vary or modify the Conditions (including the plan(s) annexed thereto) or any conditions thereof or to procure a licence or easement from the Government or any other person for installing on Government land pipes, sewers, subways or other facilities whether serving exclusively the Lot and/or the Development or any part thereof or otherwise 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 any other Owner, including and not without limiting the generality of the foregoing, any amendment, variation or modification of the Conditions (including the plan(s) annexed thereto) the effect of which is to:

(i) alter or vary the permitted use or density of Development or any part or parts thereof; or

(ii) alter or vary the number or ratio of car parking spaces as prescribed by the Conditions;

PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to or from any such part of the Development and PROVIDED FURTHER THAT any exercise of this right affecting the Common Areas and Facilities shall be subject to the prior approval by a resolution of Owners at an Owner's meeting convened under this Deed and PROVIDED FURTHER THAT if any exercise of this right should affect the Common Areas and Facilities or any part of the Development owned by certain Owner or Owners, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall be accrued to all Owners or the relevant Owner or Owners concerned as the case may be.

(c) To deal with own Undivided Shares

At all times hereafter but subject to and with the benefit of the Conditions, this Deed and any Sub-Deed(s) insofar as they relate thereto, the full and unrestricted right without interference by the Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares and the premises held therewith retained by the First Owner.

(d) Right of access for constructing or completing the Development, etc.

The right to enter into and upon all parts of the Lot and the Development (save and except those parts of the Lot and the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with all necessary equipment, plant and materials for the purposes of constructing or completing the other parts of the Development and may, for such purpose, carry out all such works in, under, on or over the Lot and the Development as it may from time to time see fit. The right of the First Owner to enter the Lot and the Development (save and except those parts as aforesaid) 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 Development (save and except those parts as aforesaid) that the Owners, their servants, agents or licensees may or may not use while such works are being carried out. The exercise of the rights under this sub-clause (d) shall be subject to the conditions that the First Owner shall cause as little disturbance as reasonably possible to the Owners and shall not affect the use occupation and enjoyment of or prevent the access to or egress from any Unit of the Owners when carrying out such works and shall make good any damage or loss that may be caused by or arise from such construction works.

(e) To build and operate in the Common Areas and Facilities

The right to build and operate in such part or parts of the Common Areas and Facilities to complete the Development in accordance with the Landscape Master Plan and the Building Plans PROVIDED THAT such buildings and operations shall not contravene the terms and conditions of the Conditions or

any of the laws and regulations for the time being in force in Hong Kong, and shall not interfere with an Owner's exclusive right to hold, use and occupy the part of the Development to which he is entitled or impede or restrict the access to and from any such part of the Development and that any damages resulting from such buildings and operations shall be made good by the First Owner at its expense and subject to the provisions of this Deed.

(f) To change user

Subject to the approval of the relevant Government authorities (if required), at any time hereafter and from time to time to change the user of any part or parts of the Development owned by the First Owner so long as the other Owners' right to hold, use, occupy and enjoy their respective parts of the Development shall not be interfered and their access to their respective parts of the Development shall not be impeded PROVIDED THAT the Conditions are not contravened and subject to the provisions of this Deed and any Sub-Deed(s).

(g) To affix fixtures and signs etc.

The right for the First Owner, his licensees or other third parties to affix, install, maintain, alter, renew and remove any one or more signs, masts, aerials, lightning conductors, lighting, chimneys, flues, pipes or any other structures, facilities and other fixtures of whatsoever kind on or within any part or parts of the Common Areas and Facilities PROVIDED ALWAYS THAT they shall not interfere with the use and enjoyment by other Owners and occupiers of the Units owned or occupied by them or impede or restrict the other Owners' access to and from such Units and where any such sign, mast, lightning conductors, lighting, chimneys, flues, pipes or any other structures, facilities or other fixtures are located within the Common Areas and Facilities the exercise of such rights shall be subject to the prior approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed where Common Areas and Facilities are concerned and they shall be for the common use and enjoyment of all the Owners entitled to use such Common Areas and Facilities and any consideration received therefor shall be credited to the Special Fund for the benefit of all the Owners and the right to enter into and upon any part of the Development (save and except those parts of the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) 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.

(h) To change name of Development

The right to change the name of the Development at any time as the First Owner shall deem fit and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner upon giving six months' notice to the Owners.

(i) To dedicate to public part(s) of the Development

Subject to the prior approval by a resolution of Owners at an Owner's meeting



convened under this Deed, the right to dedicate to the public any part or parts of the Lot and the Development owned by the First Owner for the purposes of passage with or without vehicles or in such manner as the First Owner shall in its absolute discretion deem fit PROVIDED THAT in making such dedication the First Owner shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict an Owner's right of access to and from his part of the Development and PROVIDED FURTHER THAT the exercise of this right should not affect the Common Areas and Facilities or any part of the Development owned by all the Owners.

(j) To adjust boundary of the Lot

Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to adjust 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, extension or regrant relating to the parts of the Development which have not been sold or assigned by the First Owner PROVIDED THAT such adjustment or re-alignment shall not affect the right of the Owners to hold, use, occupy and enjoy their respective parts of the Development or impede the Owners' access to their respective parts of the Development PROVIDED FURTHER THAT any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall be credited to the Special Fund and any exercise of this right should not affect any part of the Development owned by any Owners or the relevant Owner or Owners concerned as the case may be.

(k) To obtain easements etc.

Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, 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 modification of the Conditions or licence for the benefit of the Lot and the Development on such terms and conditions and from such persons as the First Owner shall deem fit PROVIDED THAT the exercise of such right shall not interfere with the use and enjoyment by other Owners and occupiers of the Units owned or occupied by them or impede or restrict the other Owners' access to and from such Units.

(l) To grant easement etc.

Subject to the Conditions and the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, 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 part or parts of the Common Areas and Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as the First Owner shall deem appropriate PROVIDED THAT the exercise of such right shall not affect the right of the Owners to hold, use, occupy and enjoy their respective parts of the Development or impede the Owners' access to their respective parts of the Development and PROVIDED THAT any payment from the exercise of such right shall be credited to the Special Fund.

- (m) To lay drains etc.

Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other similar structures within the Common Areas and Facilities or partly within the Lot and the Development to supply utilities services to the Lot and the Development PROVIDED THAT the exercise of such right shall not affect the right of the Owners to hold, use, occupy and enjoy their respective parts of the Development or impede the Owners' access to their respective parts of the Development and PROVIDED THAT any payment received in relation to the exercise of such right shall be credited to the Special Fund and PROVIDED THAT the First Owners shall in the exercise of such right cause the least disturbance to the Owners and make good any damages caused thereby.

- (n) To install broadcast reception, information distribution or communications system

Subject to the prior approval by a resolution of Owners at a meeting of Owners convened under this Deed, the right and privilege to install in or affix to or use or operate on (or permit or grant the right to any person to install in or affix to or use or operate on) the Common Areas and Facilities or any part thereof any broadcast reception, information distribution or communications system including, without limitation, satellite master antenna system, communal aerial broadcast distribution system, microwave distribution system, cable and wireless communications systems, telecommunication system and transmission and transponder systems, which are for the common use and benefit of the Owners, together with the right to repair, maintain, service, remove or replace the same PROVIDED THAT the Owners' rights to hold, use, occupy and enjoy their Units shall not be affected and PROVIDED FURTHER THAT access to and from the Units shall not be impeded or restricted. Any payment received for the aforesaid approval shall be credited to the Special Fund.

- (o) To dedicate additional Common Areas

Subject to prior approval by a resolution of Owners at a meeting of Owners convened under this Deed, the right to designate and declare by deed any area or part or parts of the Development 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 Development

Common Areas and Facilities or Residential Common Areas and Facilities or Carpark Common Areas and Facilities whereupon with effect from such designation and declaration such additional Development Common Areas and Facilities or Residential Common Areas and Facilities or Carpark Common Areas and Facilities shall form part of the Development Common Areas and Facilities or Residential Common Areas and Facilities or Carpark 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 PROVIDED THAT the First Owner shall not have the right to re-convert or re-designate such additional Common Areas and Facilities to its own use or benefit AND PROVIDED FURTHER THAT in making such designation the First Owner shall not interfere with or affect the right of any Owner to hold, use, occupy and enjoy his Unit and shall neither impede nor restrict the access of any Owner to and from his Unit.

- (p) To adjust and/or allocate and/or reallocate and/or sub-allocate the number of Undivided Shares

Subject to the prior approval of the Director of Lands, the right to adjust and/or allocate and/or reallocate and/or sub-allocate the number of Undivided Shares in the Lot and the Development (including but not limited to the Subsequent Phase(s)) retained by the First Owner relating thereto and the manner in which the same shall be notionally divided and the fraction which each such Undivided Share bears to the whole PROVIDED THAT such adjustment and/or allocation and/or re-allocation and/or sub-allocation shall not (i) affect other Owners' sole and exclusive right and privilege to hold use and occupy their part or parts of the Development or (ii) increase other Owners' contribution to the management expenses or (iii) cause a change in the total number of the Undivided Shares of the Development or (iv) impede or restrict the access to or from such part or parts of the Development and provided also that no such adjustment shall affect such other Owners' rights in the Development PROVIDED FURTHER THAT upon the issuance of the Certificate of Compliance or Consent to Assign in respect of Subsequent Phase(s), whichever is earlier, all those Undivided Shares reserved to the Subsequent Phase(s) under this Deed which shall not have been so allocated shall be designated by the First Owner as part of the Undivided Shares of the Common Areas and Facilities and shall be assigned by the First Owner to the Manager free of costs or consideration to be held on trust for all the Owners.

- (q) To change, amend, vary, add to or alter plans, etc.

Subject to the approval of the relevant government authorities, at any time hereafter and from time to time to change, amend, vary, add to or alter the plans of any part or parts of the Development owned by the First Owner, to determine or change or alter the number of Units in the Development (as the case may be) which have not been sold or assigned by the First Owner to be included, constructed or erected in or on the Subsequent Phase(s) of the Development, to determine or change or alter the phasing of the development of the parts of the Subsequent Phase(s) which have not been sold or assigned by the First Owner, to change or alter the location and/or the areas and/or users of such part or parts of the Development owned by the First Owner without the concurrence or

approval of any other Owner PROVIDED THAT the right of other Owners to the exclusive use and enjoyment of such part or parts of the Development owned by them and the access to and from such part or parts shall not be affected.

- (r) To enter into Sub-Deed(s)

The right without the necessity of making any Owner entitled to the exclusive use occupation and enjoyment of any part or parts of the Lot or the Development outside the part or parts of the Lot or the Development in question a party thereto to enter into Sub-Deed(s) in respect of any part or parts of the Development still owned by the First Owner PROVIDED THAT such Sub-Deed(s) shall not conflict with the provisions of this Deed and the terms and conditions of the Conditions nor affect the rights, interests or obligations of the other Owners bound by any other previous Sub-Deed(s) and shall be subject to the approval of the Director of Lands, unless otherwise waived.

9. **Appointment of First Owner as the Owner's Attorney and Covenants in Assignments**

- (a) Power of attorney to First Owner

The Owners hereby jointly and severally and irrevocably APPOINT the First Owner (which expression shall for the purpose of this sub-clause exclude its assigns) as 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 act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 8 above and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned appointment and 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) Assignment to include covenants

Every Assignment by an Owner of the Undivided Shares and the part of the Development which he owns shall include a covenant in substantially the following terms: "The Purchaser covenants with the Vendor for itself and as agent for Superwick Limited ("**the Company**") which expression shall include its successors assigns (other than the Purchaser) 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 Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "**the Covenanting Purchaser**") and shall enure for the benefit of the Development and be enforceable by the Company and its successors and

assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 8 of a Deed of Mutual Covenant and Management Agreement dated the [●] day of [●] 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 Company;
- (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company 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 Company 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 V

### MANAGER AND MANAGEMENT CHARGES

#### 10. **Appointment and Termination of Manager**

- (a) Subject to the provisions of the Building Management Ordinance (Cap.344), the Manager shall undertake the management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and

insurance of the Lot and the Development and the Common Areas and Facilities therein (all or any of which activities are where not inapplicable herein included under the word “**management**”) from the date of this Deed for an initial term of not exceeding two (2) years and such appointment shall continue until terminated as provided in this Clause 10.

- (b) The appointment of the Manager may be terminated as follows:-
- (i) the appointment is terminated by the Manager by giving not less than three (3) calendar months’ notice of termination in writing:-
    - (A) by sending such notice to the Owners’ Committee; or
    - (B) where there is no Owners’ Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.
  - (ii) The notice referred to in this Clause 10(b)(i)(B) may be given:-
    - (A) by delivering it personally to the Owner; or
    - (B) by sending it by post to the Owner at his last known address; or
    - (C) by leaving it at the Owner’s Unit or depositing it in the letter box for that Unit; or
  - (iii) prior to the formation of the Owners’ Corporation, the Owners’ Committee may at any time terminate the Manager’s appointment without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners’ meeting and supported by Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) and by giving the Manager not less than three (3) months’ notice in writing; or
  - (iv) in the event that the Manager is wound up or has a receiving order made against it.
- (c) (i) Where an Owners’ Corporation has been formed and subject to Clause 10(c)(iv), at a general meeting convened for the purpose, the Owners’ Corporation may, by a resolution :-
- (A) passed by a majority of the votes of the Owners voting either personally or by proxy; and
  - (B) supported by the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities),

terminate by notice the appointment of the DMC Manager without compensation.

- (ii) The resolution under Clause 10(c)(i) shall have effect only if
  - (A) such notice of termination of appointment is in writing;
  - (B) provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;
  - (C) such notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
  - (D) such notice and the copy of the resolution is given to the DMC Manager within fourteen (14) days after the date of the meeting.
- (iii) The notice and the copy of the resolution referred to in Clause 10(c)(ii)(D) may be given :
  - (A) by delivering them personally to the DMC Manager;
  - (B) by sending them by post to the DMC Manager at its last known address.
- (iv) For the purposes of Clause 10(c)(i):-
  - (A) only the Owners of Undivided Shares who pay or who are liable to pay contribution towards the management expenses relating to those Undivided Shares shall be entitled to vote;
  - (B) the reference in Clause 10(c)(i)(B) to "the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate who are entitled to vote.
- (v) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, Clauses 10(c)(i), (ii), (iii) and (iv) shall apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.
- (vi) Clause 10(c)(v) operates without prejudice to any other power there may be in a contract for the appointment of the Manager other than the DMC Manager to terminate the appointment of the Manager.
- (vii) If a notice to terminate a Manager's appointment is given under this Clause 10(c):-

- (A) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
  - (B) if no such appointment is approved under Clause 10(c)(vii)(A) above by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.
- (viii) This Clause 10(c) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Building Management Ordinance (Cap.344) but does not apply to any single manager referred to in that Section 34E(4).
  - (ix) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under Clause 10(c)(vii)(B) above, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that Clause 10(c)(vii)(B) that may otherwise render that person liable for a breach of that undertaking or agreement.

#### 11. **Delivery of books and records of accounts**

- (a) Subject to Clause 11(b), if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Lot and the Development that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the Manager's appointment ends for any reason, the Manager shall within two (2) months of the date its appointment ends:-
  - (i) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which its appointment ends and ending on the date its appointment ended and a balance sheet as at the date its appointment ended and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
  - (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of Clause 11(b)(i) and have



not been delivered under Clause 11(a).

**12. Appointment of New Manager**

In the event of the Manager giving notice as hereinbefore provided or in the case of the Manager being dismissed the Manager shall convene a meeting of the Owners' Committee to elect a manager to take its place or in the case of the Manager being wound up or having a receiving order made against it or failing to convene a meeting of the Owners' Committee as aforesaid a meeting of the Owners' Committee may be convened to elect a manager to take its place and such meeting shall elect a manager who shall at the conclusion of the meeting of the Owners' Committee aforesaid thereupon and henceforth become vested with all the powers and duties of the Manager hereunder. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that subject to the provisions of the Building Management Ordinance (Cap.344), at no time shall the Lot and the Development be without a responsible duly appointed manager to manage the Lot and the Development or any part or parts thereof after execution of this Deed.

**13. Manager's Remuneration**

The annual remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual expenses costs and charges (excluding the Manager's remuneration and any capital expenditure or expenditure drawn out of the Special Fund) reasonably and necessarily incurred in the management of the Lot and the Development or any portion of the Lot and the Development. The Manager's remuneration shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses and fees for any staff, facilities, legal, professional, accounting and administration services and all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs, expenses, fees and disbursements shall be a direct charge on the management funds. Payment of the Manager's remuneration hereunder shall be in advance by twelve equal calendar monthly instalments each such payment to be in the sum of one twelfth of the annual remuneration of the Manager being 10% of the estimated total annual expenditure for the management of the Lot and the Development (excluding the Manager's remuneration and the capital expenditure or expenditure drawn out of the Special Fund as aforesaid) payable by the Owners according to the annual budget or revised budget for the year in question to be prepared as provided in Clauses 14 to 16 hereof and any adjustment payment or deduction that needs to be made to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year will be made within twenty-one (21) days from the completion of the auditing of the management accounts for such year as provided in Clause 35 hereof Provided always that by a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's remuneration at the rate as provided under this Clause, or at such lower rate as the Owners may consider appropriate. No variation of the percentage of the annual remuneration of the Manager may be made except with the approval by a resolution of Owners duly passed at a meeting of Owners convened under this Deed.

#### 14. Management Expenses

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

expenses shall be calculated and adjusted accordingly.

- (f) If there is an Owners' Corporation and, within a period of 1 month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) of this Clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of management expenses for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clause (b) or (d) of this Clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (g) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) For the purpose of this Clause 14, "**management expenses**" means all expenses, costs and charges reasonably and necessarily incurred in the management of the Development to be borne by the Owners including the remuneration of the Manager.

#### 15. **Preparation of annual budget by Manager**

The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if already formed) except the first budget which shall cover the period from the date of this Deed until the following 31st day of December. Subject to the provisions of this Deed, the annual budget shall be in two parts :-

- (a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Green Area and the Green Area Structures (until possession of which is re-delivered to the Government), the Development and the Development Common Areas and Facilities therein including but without prejudice to the generality of the foregoing :-
  - (i) the maintenance, operation, repair and cleansing of all Development Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Development Common Areas and Facilities;
  - (ii) the cultivation, irrigation and maintenance of the planters and landscaped areas on the Development Common Areas and Facilities (if any);
  - (iii) the cost of all electricity, gas, water, telephone and other utilities serving the Development Common Areas and Facilities;
  - (iv) the provision of security guard services for the Development and the cost of employing caretakers, watchmen, cleaners, lift operators and

attendants and such other staff to manage and administer the Development Common Areas and Facilities;

- (v) the cost and expense of maintaining such areas or drains and channels whether within or outside the Lot that are required to be maintained under the Conditions;
- (vi) the Government rent payable under the Conditions (but only if no apportionment or separate assessments have been made for individual Units);
- (vii) the remuneration of the Manager calculated in accordance with Clause 13 of this Deed for providing its services hereunder;
- (viii) insurance of the Common Areas and Facilities and the Units, up to the full new reinstatement value thereof and in particular against loss or damage by fire and/or such other perils and risks and the Manager against third party, or public and/or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;
- (ix) a sum for contingencies;
- (x) the costs, expenses and fees for any staff and facilities, legal and accounting fees and all other professional fees and administration services and all disbursements, out-of-pocket expenses and costs properly incurred by the Manager in carrying out the services provided under this Deed;
- (xi) the costs of removal and disposal of rubbish from the Development;
- (xii) all costs incurred in connection with the Development Common Areas and Facilities;
- (xiii) any tax payable by the Manager on any of the sum held by it under the provisions of this Deed Provided however that any tax payable on the Manager's remuneration shall be borne and paid by the Manager;
- (xiv) the cost of repairing and maintaining the Slope Structures the maintenance of which is the liability of the Owners under the Conditions and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual;
- (xv) the cost and expense of inspecting maintaining reinstating repairing the foundations, columns and other structures constructed or to be constructed forming part of the Development Common Areas and Facilities and reinstating and making good the same in the event of any landslide, subsidence or falling away and the drains nullahs sewers pipes watermains and channels forming part of the Development Common Areas and Facilities for the proper functioning of the Development;

- (xvi) the cost of maintaining the Green Area and the Green Area Structures under this Deed and/or pursuant to the Conditions in good repair and condition and to the satisfaction of the Director of Lands until the Green Area and the Green Area Structures have been re-delivered to the Government; and
  - (xvii) the cost of operating the shuttle bus services (if any) to and from the Development.
- (b) The second part shall cover expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to different specific parts of the Development and shall be divided into two sections :-
- (i) The first section shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities providing service to Owners of Residential Units including (without in any way limiting the generality of the foregoing) such expenditure in the operation, maintenance, repair and replacement of lifts in the Residential Common Areas and Facilities and the equipment therein the charges for the supply of flushing water, the operation, maintenance, repair, cleansing, lighting and security of the entrance lobbies and lift halls in the Residential Accommodation and such proportionate part of the general expenditure for cost of staff, caretakers, watchmen and security forces, removal and disposal of rubbish and recreational activities for the Owners of Residential Units as the Manager shall consider fair and reasonable; and
  - (ii) The second section shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Carpark Common Areas and Facilities including (without in any way limiting the generality of the foregoing) such proportionate part of the general expenditure for cost of staff, watchmen, caretakers and security forces, the charges for the supply of electricity, flushing water (if appropriate) and lighting and the removal and disposal of rubbish as the Manager shall consider fair and reasonable provided that the Owners of Residential Units shall also contribute to this second section in accordance with Clause 16(c)(ii);

PROVIDED THAT:-

- (a) expenditure of a capital and/or improvement nature for the improvement of the Development and/or the replacement or improvement of installations, systems, equipment and apparatus within or forming part of the Common Areas and Facilities including and/or for the efficient management and maintenance of the Development and the cost of maintaining and repairing any of the Slope Structures or other structures in compliance with the Conditions shall be compiled in a separate heading within the appropriate section of the annual budget;

- (b) the annual budget shall also set out an estimate as to the time of any likely need to draw on the Special Fund; and
- (c) (i) Subject to proviso (c)(ii) and (c)(iii) below, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette unless-
  - (A) the supplies, goods or services are procured by invitation to tender; and
  - (B) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap. 344).
- (ii) Subject to proviso (c)(iii) below, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual management budget or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette unless –
  - (A) if there is an Owners' Corporation –
    - (1) the supplies, goods or services are procured by invitation to tender;
    - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and
    - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
  - (B) if there is no Owners' Corporation –
    - (1) the supplies, goods or services are procured by invitation to tender;
    - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and
    - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

(iii) proviso (c)(i) and (ii) above do not apply to any supplies, goods or services which but for this proviso (c)(iii) would be required to be procured by invitation to tender (referred to in this sub-clause as “**relevant supplies, goods or services**”) –

(A) where there is an Owners’ Corporation, if –

(1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners’ Corporation by a supplier; and

(2) the Owners’ Corporation decides by a resolution of the Owners passed at a general meeting of the Owners’ Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or

(B) where there is no Owners’ Corporation, if –

(1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and

(2) the Owners decide by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

## 16. **Calculation and payment of management expenses and annual budget**

The Manager shall fix the amount to be contributed to the annual budget by each Owner in accordance with the following principles :-

(a) The amount of the monthly or other contributions payable by each Owner shall be specified and demanded by the Manager from time to time by notice in writing PROVIDED THAT for the avoidance of doubt, no contributions shall be payable in respect of the Undivided Shares allocated to the Common Areas and Facilities;

(b) Each Owner shall pay for every Undivided Share allocated to any Units of which he is the Owner a fraction of the total amount assessed under the first part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares of all the Units in the Development;

(c) (i) Each Owner of the Residential Units in addition to the amount payable under sub-clause (b) of this Clause shall in respect of each Undivided Share allocated to a Residential Unit of the Residential Accommodation

of which he is the Owner pay a fraction of the aggregate of (i) the total amount assessed under the first section of the second part of the annual adopted budget and (ii) a percentage (calculated in accordance with the formula set out in sub-clause (c)(ii) below) of the total amount assessed under the second section of the second part of the annual adopted budget. The numerator of the said fraction shall be one and the denominator shall be the total number of Undivided Shares allocated to all the Residential Units;

$$(ii) \quad \text{Percentage in sub-clause (c)(i)} = \frac{\text{Number of Accessible Parking Spaces and Visitors' Parking Spaces}}{\text{Number of Accessible Parking Spaces and Visitors' Parking Spaces} + \text{Number of Residential Car Parking Spaces} + (\text{Number of Residential Motor Cycle Parking Spaces} \times 1/5)};$$

- (d) Each Owner of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces in addition to the amount (if any) payable under sub-clause (b) of this Clause shall in respect of each Undivided Share allocated to a Residential Car Parking Space or a Residential Motor Cycle Parking Space (as the case may be) of which he is the Owner pay a fraction of the remaining percentage (calculated in accordance with the formula set out in sub-clause (c)(ii) above) of the total amount assessed under the second section of the second part of the annual adopted budget. The numerator of the said fraction shall be one and the denominator shall be the total number of Undivided Shares allocated to all the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces.
- (e) Where any expenditure for the management and maintenance of the Development and the Lot shall in the reasonable opinion of the Manager be specifically referable to or is being expended for a particular Unit or group of Units and no Owner of any other Unit shall receive any material benefit therefrom, the full amount shall be excluded from the annual budget and shall be paid by the Owner(s) of that particular Unit or group of Units on demand;
- (f) For the avoidance of doubt, it is hereby expressly provided that the First Owner's liability to make the aforesaid payment shall in no way be reduced by reason of the fact that any of the Units remains unsold and each Owner shall be personally liable to make the above payment to the Manager whether or not his part of the Development is vacant or occupied and whether or not it has been let or leased to tenant or is occupied by the Owner himself or any other person, provided always that no Owner shall be called upon to pay more than his fair share; and
- (g) All outgoings including management expenses and any Government rent up to and inclusive of the date of the first assignment of the Units shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings.



- (h) Notwithstanding anything herein contained but subject to sub-clause (g) of this Clause 16, the liability of the Owner of a Unit to contribute to the amount under the annual budget of management expenses prepared by the Manager shall only accrue with effect (i) from the date of this Deed if his Unit is situated in Phase 1; and (ii) from the date of the relevant Sub-Deed(s) of any Subsequent Phase(s) if his Unit is situated in such Subsequent Phase(s).

PROVIDED THAT the First Owner shall be obliged to make the payments and contributions as aforesaid which are of a recurrent nature for any Undivided Shares allocated to any part(s) of the Development and any of the Units remaining unsold SAVE AND EXCEPT those in respect of Undivided Shares allocated to any part(s) or Subsequent Phase(s) of the Development and the Units the construction of which has not been completed except to the extent that such uncompleted part(s) or Subsequent Phase(s) of the Development benefit(s) from the provisions of this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining any Slope Structures or as to the security afforded by the management of the completed part(s)) of the Development.

**17. Owner's further contribution to the management expenses**

If the total contributions receivable as aforesaid under the annual budget by the Manager shall in the opinion of the Manager be insufficient to meet the costs and expenses for such management and services then each Owner to whom the annual budget applies shall make good a due proportion of the estimated deficiency by making a further contribution to the Manager such further contribution being calculated in the same manner as in Clause 16 hereof and shall be payable to the Manager monthly in advance from the date specified in the written notices given by the Manager to the Owners.

**18. Exclusion from management expenses**

Notwithstanding anything herein contained and for the avoidance of any doubt, the management expenses payable by the Owners in accordance with this Deed or any relevant Sub-Deed(s) shall not include :-

- (a) Any sum attributable or relating to the cost of completing the construction of the Development or any part thereof or any of the Common Areas and Facilities therein for the issuance of the Certificate of Compliance all of which sums shall be borne solely by the First Owner (which expression shall for the purpose of this Clause exclude its assigns);
- (b) All existing and future taxes, rates, assessments, property tax, water rates (if separately metered), Government rent payable under the Conditions which has been separately assessed and charged by the Government against each Owner and outgoings of every description for the time being payable in respect of any Unit which shall be borne by the Owner for the time being thereof;
- (c) The expenses for keeping in good and tenantable repair and condition of the main structure, the external and interior fixtures and fittings, walls, floors, windows and doors, garden area (if any), stairhood (if any), roof (if any), flat roof (if any), balcony (if any) and utility platform (if any) of any Unit together

with the plumbing, electrical installations, plant, equipment, apparatus, installations or services thereof not forming part of the Common Areas and Facilities which shall be solely borne by the Owner or Owners for the time being of such Unit.

## 19. **Special Fund**

- (a) There shall be established and maintained and prepared by the Manager as trustee for and on behalf of all the Owners, a Special Fund for the purposes of meeting expenditure of a capital nature or a kind not expected to be incurred annually in respect of the Common Areas and Facilities (which includes but is not limited to, expenses for the renovation, replacement, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, plant, equipment, tools and machineries for the Common Areas and Facilities and the costs of the relevant investigation works and professional services).
- (b) Apart from the initial contribution to the Special Fund, each Owner shall covenant with the other Owners also on demand pay to the Manager such further sum in each calendar year (as included in the monthly management contribution) payable in respect of the Unit of which he is the Owner and at such time as determined by a resolution of the Owners of the Development at an Owners' meeting convened under this Deed to maintain the Special Fund at such level as the Manager shall recommend PROVIDED THAT such contribution to the further sum shall be in proportion to the Undivided Shares as provided in the First Schedule hereto and shall also take into account of the obligations of the Owners of the Residential Units to contribute to the expenses for the management and maintenance of the Carpark Common Areas and Facilities in respect of the Accessible Parking Spaces and Visitors' Parking Spaces in accordance with Clause 16(c) hereof. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners of the Development, the amount to be contributed to the Special Fund by the Owners of the Development in any financial year, and the time when those contributions shall be payable PROVIDED THAT such contribution to the further annual sum shall be in proportion to the Undivided Shares allocated to the relevant Unit and shall also take into account of the obligations of the Owners of the Residential Units to contribute to the expenses for the management and maintenance of the Carpark Common Areas and Facilities in respect of the Accessible Parking Spaces and Visitors' Parking Spaces in accordance with Clause 16(c) hereof.
- (c) Except where the First Owner has made payments under this Deed, each Owner being the first assignee of his Unit shall upon the assignment of his Unit to him by the First Owner pay to the Manager an initial contribution to the Special Fund which contribution is non-refundable and non-transferable in an amount to be decided by the Manager which amount shall not be more than two (2) months' monthly management contribution payable in respect of his Unit and the First Owner is required to make such contribution in respect of any Units which have been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided

Shares attributable to the Units (i.e. when the Consent to Assign in respect of the relevant phase or Certificate of Compliance has been issued), whichever is the later. The Special Fund shall be placed in an interest bearing account opened and maintained with such bank or banks within the meaning of Section 2 of the Banking Ordinance (Cap.155), the title of which shall refer to the Special Fund for the Development and the Manager shall use that account exclusively for the purpose specified in this Clause 19. Without prejudice to the generality of the above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts (“**the said segregated account(s)**”), each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund. The Manager shall display a document showing evidence of any account opened and maintained as provided above in a prominent place in the Development. Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). For the avoidance of doubt, the Manager shall not use the Special Fund or any part or parts thereof for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development. The Manager shall without delay pay all money received by it in respect of the Special Fund into the said accounts opened and maintained by it or, if there is an Owners' Corporation, the said segregated account(s).

20. **Owners' contributions to fees and deposits**

- (a) Subject to Clause 32 hereof and except where the First Owner has made payments under this Deed, each Owner being the first assignee of his Unit shall upon the assignment of his Unit to him from the First Owner 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' monthly management contribution payable in respect of his Unit which deposit or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable and shall not be set off against any contribution payable by him under this Deed and the First Owner is required to make such contribution in respect of any Units which have been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to the Units (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later and Provided further that in the event that there is an increase in the monthly contribution payable by the Owner as determined by the Manager under this Deed, the Manager shall have right at its absolute discretion to require the Owners to pay to the Manager by way of an increase in the said deposit a sum proportional thereto in order that such deposit shall always be equal to three (3) times the then monthly contribution.
- (b) Each Owner being the first assignee of his Unit shall upon the assignment of his Unit to him from the First Owner pay to the Manager in advance two (2) months' monthly management contribution payable in respect of his Unit which shall be non-refundable and non-transferable.

- (c) Each Owner being the first assignee of a Residential Unit shall upon the assignment of the Residential Unit from the First Owner pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than one (1) month's monthly management contribution payable in respect of his part of the Development in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his Residential Unit and the First Owner is required to make such contribution in respect of any Residential Units which have been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to the Units (i.e. when the Consent to Assign in respect of the relevant phase or Certificate of Compliance has been issued), whichever is the later. Any portion of such debris removal fees which has not been used for debris removal as aforesaid shall form part of the Special Fund for the Owners of the Residential Units.
- (d) Each Owner being the first assignee of a Residential Unit shall upon the assignment of the Residential Unit from the First Owner pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Residential Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Residential Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (e) Each Owner being the first assignee of a Residential Car Parking Space or a Residential Motor Cycle Parking Space shall upon the assignment of the Residential Car Parking Space or the Residential Motor Cycle Parking Space (as the case may be) from the First Owner pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Residential Car Parking Space or Residential Motor Cycle Parking Space (as the case may be)) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Carpark Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (f) Each Owner being the first assignee of a Unit shall upon the assignment of the Unit from the First Owner pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Development Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.

## 21. Contributions and payment in advance

Contributions and payments to be made by each Owner under this Deed shall normally be made in advance on the first day of each calendar month but this shall not interfere with the Manager's discretion to call for any particular payment or contribution to be

made on any other day or days it may deem necessary or desirable subject to the provisions of this Deed and the Building Management Ordinance, Cap.344.

**22. Additional charges, etc.**

Notwithstanding anything contained in these presents the Manager shall not charge any fee other than a reasonable administrative fee as consideration for granting and processing any consent (which consent shall not be unreasonably withheld) required from the Manager pursuant to these presents Provided That such consideration shall be credited to the Special Fund.

**23. Income other than management expenses**

- (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof, such sum or sums in connection with their use of the Common Areas and Facilities as the Manager shall reasonably determine and such sum or sums collected shall be paid into and form part of the management funds for the benefit of all Owners.
- (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 House Rules shall be paid into and form part of the management funds and:-
  - (i) In so far as they arise from or are attributable to the Development Common Areas and Facilities be notionally credited to the first part of the annual budget;
  - (ii) In so far as they arise from or are attributable to the Residential Common Areas and Facilities providing service to Owners of Residential Units of the Residential Accommodation be notionally credited to the first section of the second part of the annual budget;
  - (iii) In so far as they arise from or are attributable to the Carpark Common Areas and Facilities be notionally credited to the second section of the second part of the annual budget in such proportion as the Manager shall consider fair and reasonable provided that if they are arisen from the contribution of the Owners of the Residential Units to the expenses for the management and maintenance of the Carpark Common Areas and Facilities in respect of the Accessible Parking Spaces and Visitors' Parking Spaces in accordance with Clause 16(c) hereof, such amount shall also be credited to the second section of the second part of the annual budget;

to the intent that in each case the notional credit or estimated notional credit shall be taken into account in the preparation of the relevant part or section of the annual budget or revised annual budget.

**24. Interest and collection charge on late payment**

If any Owner shall fail to pay the Manager any amount payable hereunder within thirty (30) days from the date of demand, the Manager may impose on such Owner:-

- (a) Interest calculated on the amount remaining unpaid at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited for the number of days for which it remains unpaid from the due date until the actual date of payment (both dates inclusive); and
- (b) A collection charge of not exceeding 10% of the amount due, to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

**25. Civil action by Manager**

All amounts which become payable by any Owner in accordance with the provisions of this Deed or any relevant Sub-Deed(s) 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 or any relevant Sub-Deed(s) and all other expenses reasonably incurred in or in connection with recovering or attempting to recover the same (including without limitation legal costs on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager against the defaulting Owner (and the claim in any such action may include a claim for the costs incurred by the Manager in such action on a solicitor and own client basis and the 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 for and on behalf of the Owners for the time being (other than the defaulting Owner) as a whole and no Owner sued under the provisions of this Deed or any relevant Sub-Deed(s) shall raise or to 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. Registration of charge against Undivided Share of defaulting Owner**

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 any relevant Sub-Deed(s) or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed or any relevant Sub-Deed(s) within thirty (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 specified in Clause 24 hereof together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 25 hereof and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Share or Shares of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.

27. **Order for sale**

Any charge registered in accordance with Clause 26 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 the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Development held therewith and the provisions of Clause 25 of this Deed shall apply equally to any such action.

28. **Proceedings to enforce this Deed and House Rules**

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 Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and any relevant Sub-Deed(s) binding on such Owner and of the House Rules made hereunder 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. **Application of insurance money etc.**

Subject to Clause 62 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 Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Development.

30. **Surplus after satisfaction of claim to be paid to relevant Owner**

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 Clauses 24 to 28 of this Deed the same shall, after deduction of any costs or expenses reasonably incurred out of the pocket of the Manager in recovering the same, form part of the management funds.

31. **Amount to be credited to Special Fund**

All money paid to the Manager by way of interest and collection charges pursuant to Clause 24 of this Deed shall be credited to the Special Fund.

32. **Person ceasing to be Owner ceases to have interest in Special Fund**

Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and the Development 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 paid under Clause 20(a) hereof and his contribution(s) towards the Special Fund under Clause 19 of this Deed to the intent that all such funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares in the Lot and the Development PROVIDED THAT any such deposit shall be transferred into the name of the new Owner of such Undivided Share or Shares but the contribution(s) towards the Special Fund shall be neither refundable to any Owner by the Manager nor transferable to any new Owner

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 62 hereof, 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 both case in proportion to the number of Undivided Shares held by such Owners.

**33. Financial year**

The first financial year for the purpose of management of the Development or any part or parts thereof shall commence from the date of this Deed and shall terminate on the following 31st day of December but thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of December of the same year PROVIDED THAT the Manager shall have the right to change the financial year at any time upon giving notice published in the public notice boards of the Development but the financial year may not be changed more than once in every five (5) years unless that change is previously approved by a resolution of the Owners' Committee (if any).

**34. Manager to maintain account**

- (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Lot and the Development.
- (b) Without prejudice to the generality of Clause 34(a), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the management of the Development.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under Clause 34 (a) or (b) in a prominent place in the Development.
- (d) Subject to Clauses 34(e) and (f) below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Lot and the Development into the account opened and maintained under Clause 34(a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 34(b) above.
- (e) Subject to Clause 34(f) below, the Manager may, out of money received by the Manager in respect of the management of the Lot and the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under Clause 34(e) above or the payment of that amount into a current account in accordance with Clause 34(e) and any other arrangement for dealing with money received by the Manager



shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).

- (g) Any reference in this Clause 34 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 Development.
- (h) The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years.

### **35. The Manager to keep books and accounts**

Within one (1) month after each consecutive period of three (3) months or such shorter period as the Manager may decide, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, post a copy of the summary and balance sheet on the public notice boards of the Development in a prominent place in the Development for display for at least seven (7) consecutive days. Within two (2) months after the close of each financial year the Manager shall prepare income and expenditure account and the balance sheet in respect of such closed financial year, and post copies of the same on the public notice boards of the Development in a prominent place in the Development for display for at least seven (7) consecutive days. Prior to the formation of the Owners' Corporation, the income and expenditure account and the balance sheet shall after the close of each financial year be audited and certified by a firm of certified public accountants appointed by the Manager (subject to the Owners' meeting appointing a different firm of certified public accountants to audit the income and expenditure account and the balance sheet) as providing an accurate summary of all items of income and expenditure and balance sheet during such closed financial year. Each income and expenditure account and balance sheet shall include details of the Special Fund required by Clause 19 above and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be needed.

### **36. Inspection of accounts by Owners**

- (a) The Manager shall at any reasonable time permit any Owner to inspect any of the books or records of accounts and any income and expenditure account or balance sheet prepared pursuant to this Deed. The Manager shall upon request of any Owner and upon payment of a reasonable charge for copying the same supply such Owner with a copy of such record or document requested by him.
- (b) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, or prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require the income and expenditure account and balance sheet to be audited by an independent auditor of their choice, the Manager shall without delay arrange for such an audit to be carried out by that person and :-

- (i) 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
- (ii) 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.

**37. Powers, functions and obligations of Manager**

The management of the Lot and the Development shall be undertaken by the Manager for an initial period of not exceeding two (2) years and shall continue until terminated as provided under Clause 10 of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed and to enforce and carry into effect all provisions of this Deed subject to the Building Management Ordinance (Cap.344). In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Development and the management thereof including in particular 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 and any relevant Sub-Deed(s);
- (b) To manage, maintain and control the common driveways and parking areas on the Lot and the Development and to impound any cars, pedal bicycles, motorcycles and other vehicles parked in any area not reserved for parking of any vehicles or parked in any Carpark Units without the consent of the Owner or lawful occupier of such Carpark Units or any vehicle parked in any Accessible Parking Spaces or Visitors' Parking Spaces or Bicycle Parking Spaces or Loading and Unloading Spaces without payment of charges (if any) therefor and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such Carpark Units, Accessible Parking Spaces or Visitors' Parking Spaces or Bicycle Parking Spaces or Loading and Unloading Spaces or other loading and unloading spaces and the Manager is entitled to charge reasonable administrative fees relative to the cars, pedal bicycles, motorcycles and other vehicles impounded as aforesaid (such fees shall be paid into the Special Fund);
- (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured the Common Areas and Facilities as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire and other risks as the Manager shall reasonably deem fit, occupiers' liability, public liability and the Manager's liability as employer in connection with the management of the Development 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 Lot and the Development 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 and, without limiting the generality of the foregoing, if the Manager considers so desirable, to procure master insurance for the Development as a whole including those areas which are not the Common Areas and Facilities 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 Development;
- (e) To keep in good order and repair the lighting of the Common Areas and Facilities;
- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, those external walls, elevations and façade, including windows and window frames, situated in the Common Areas and Facilities;
- (h) To repair, maintain, upkeep, improve, control, operate and manage the Recreational Areas and Facilities in good conditions to the satisfaction of the Director of the Lands in accordance with the Conditions;
- (i) To choose from time to time the colour and type of façade of the Development, including that of the Residential Units;
- (j) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (k) To inspect and keep all the Common Areas and Facilities in good condition and working order and to extend or improve existing facilities or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable (Provided That any improvement or provision of additional facilities or services which involves expenditure in excess of 10% of the current annual management budget shall require the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed) and to keep the 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;
- (l) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Lot 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;

- (m) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Development and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (n) To replace any glass in the Common Areas and Facilities that may be broken;
- (o) To keep the Common Areas and Facilities well lighted and in a tidy condition;
- (p) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (q) To prevent refuse from being deposited on the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Development refuse collection facilities to the satisfaction of the Food and Environmental Hygiene Department;
- (r) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (s) 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 Development or any part thereof;
- (t) To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit T.V. system and burglar alarms and other security measures in the Development at all times;
- (u) To maintain and operate or contract for the maintenance and operation of the communal radio or television aerials, satellite or cable television system (if any) which serve the Development;
- (v) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or any thing in or on the Common Areas and Facilities or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Conditions and to demand and recover from the Owner 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 damages caused thereby to the satisfaction of the Manager;
- (w) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Development 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 Development of all legal proceedings relating to the Lot and the Development (except proceedings relating to the rights or obligations of individual Owners) and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Lot and the Development or the management thereof, and, in particular but without limiting the foregoing, in all proceedings

in which the Government shall be a party and at all times within seven (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 (or any provision amending or in substitution for the same) or otherwise;

- (x) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Development in any manner in contravention of the Conditions or this Deed or any relevant Sub-Deed(s);
- (y) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Development of any provisions of the Conditions or this Deed or any relevant Sub-Deed(s);
- (z) To prevent any person detrimentally altering or injuring any part or parts of the Development or any of the Common Areas and Facilities thereof;
- (aa) To prevent any person from overloading the floors of the Development or any part or parts thereof;
- (ab) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;
- (ac) 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 Lot and the Development as a whole or the Common Areas and Facilities or the Green Area and the Green Area Structures (until possession of which is re-delivered to the Government) with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;
- (ad) To enter into contracts and to engage, appoint, employ, remunerate and dismiss consultants, other professional property management companies, contractors, agents or sub-managers to perform and carry out management works of the Lot and the Development or any part thereof on such terms and conditions as the Manager deems fit, Provided That the Manager shall not transfer or assign its rights, duties or obligations under this Deed to any such persons and such persons shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the whole Development and no provision in this Deed will take away or reduce that responsibility;
- (ae) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the Lot and the Development and the performance of the Manager's powers and duties hereunder and to recruit and employ such workmen, servants, watchmen, caretakers and other staff and attendants as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed on such terms as the Manager

shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;

- (af) To enforce the due observance and performance by the Owners of the terms and conditions of the Conditions, this Deed and any relevant Sub-Deed(s) 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;
- (ag) To ensure that all Owners or occupiers of the Units maintain the Units owned or occupied by them in a satisfactory manner and if there is any default on the part of any such Owners or occupiers, to carry out any necessary maintenance works and to take all possible steps to recover the cost therefor from the defaulting Owner or occupiers;
- (ah) Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to grant or obtain such easements, quasi-easements, rights, privileges, licences, and informal arrangements as it shall in its absolute discretion consider necessary to ensure the efficient management of the Lot and the Development PROVIDED THAT such grant or obtainment shall not be in contravention of the Conditions and PROVIDED FURTHER THAT any payment received for the approval must be credited to the Special Fund PROVIDED FURTHER THAT the granting of any such easements, quasi-easements, rights, privileges, licences, and informal arrangements shall not affect the other Owners' sole and exclusive right and privilege to hold use and occupy their part or parts of the Development or impede or restrict the access to or from such part or parts of the Development;
- (ai) Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, 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 and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT such grant shall not be in contravention of the Conditions and PROVIDED FURTHER THAT any payment received for the approval must be credited to the Special Fund PROVIDED FURTHER THAT the exercise of such right to grant the aforesaid shall not interfere, prejudice or affect the right of the Owners to access and enjoy their respective parts of the Development or impede or restrict the Owners' access to any part of the Common Areas and Facilities and the Development;
- (aj) Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, 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 Common Areas and Facilities of the Lot which the Manager shall in its absolute discretion deem appropriate and on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring land

Provided That an Owner's access to and from such parts of the Development shall not be affected and Provided That the right of an Owner to use and enjoy his Unit shall not be prejudicially affected Provided Further That all payments received in connection with the grant of the aforesaid rights shall be credited to the Special Fund;

- (ak) To deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole;
- (al) Subject to the prior approval of the Owners' Committee (if formed) or the Owners' Corporation (if formed), 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 reasonably think fit PROVIDED THAT such use shall not be in breach of the Conditions and all income arising therefrom shall be credited into the Special Fund and be dealt with in accordance with the provisions of this Deed PROVIDED FURTHER THAT any such right shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development;
- (am) To remove any dogs, cats, birds or other animals or fowls from the Development if, (i) in the opinion of the Manager, such dogs, cats, birds or other animals or fowls is causing a nuisance or disturbance to other Owners or occupiers of the Development and (ii) if the same has been the cause of written complaint of at least two (2) other Owners or occupiers of the Development;
- (an) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development and such other social or recreational activities for the Owners of the Residential Units as the Manager shall in its reasonable discretion consider desirable;
- (ao) From time to time with the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation, if formed, to make, revoke or amend the House Rules as it shall deem appropriate which shall not be inconsistent with or contravene this Deed, the Conditions and the Building Management Ordinance (Cap. 344);
- (ap) Subject as otherwise provided in this Deed to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed or any relevant Sub-Deed(s) (Provided That the Manager shall not unreasonably withhold its consent or approval) and to impose conditions or additional conditions and the Manager shall not charge any fee other than a reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);
- (aq) To convene such meetings of the Owners or of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (ar) To do all things which the Manager shall in its discretion deem necessary or

desirable for the purposes of maintaining and improving all facilities and services in or on the Development for the better enjoyment or use of the Development by its Owners occupiers and their licensees Provided That any improvement to facilities or services which involves expenditure in excess of 10% of the current annual management budget shall be subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed;

- (as) Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, 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 including matters relating to payment of compensation **PROVIDED THAT** any benefit or monetary compensation so obtained shall be credited into the Special Fund **PROVIDED FURTHER THAT** the exercise of such right shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development;
- (at) Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements 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 think fit **PROVIDED THAT** any such easements, quasi-easements, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development and all income arising therefrom shall be credited to the Special Fund and be dealt with in accordance with the provisions of this Deed;
- (au) To engage (with full authority hereby given by all Owners) suitable qualified personnel to inspect keep and maintain in good substantial repair and condition the Slope Structures in compliance with the Conditions and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual and with such other guidelines issued from time to time by appropriate Government departments regarding the maintenance of the Slope Structures and to carry out any necessary works in relation thereto and to collect from the Owners in proportion to the Undivided Shares allocated to their parts of the Lot and the Development such additional sums (in case of insufficient management funds) from time to time to cover all costs lawfully incurred or to be incurred in carrying out such maintenance, repair and any other works Provided That the Manager shall not be personally liable for carrying out such maintenance, repair and any other works which must remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect all costs so incurred or to be incurred from all Owners And Provided



That for the purpose of this sub-clause “**the Manager**” shall include the Owners’ Committee (if any) and the Owners’ Corporation (when formed);

- (av) Subject to the prior approval of the Owners’ Committee (if any) or the Owners’ Corporation (when formed) and the compliance of the Conditions and all applicable laws and regulations
  - (i) to make rules and regulations governing the use of the Club House including but not limited to the fixing of fees and charges for admittance and use of the facilities in the Club House from time to time and to collect such fees and charges from the permitted users of the facilities; and
  - (ii) to let, hire, lease or licence all or any part of the Club House to any person for the purpose of operating the same for such period and on such conditions as the Manager shall in its discretion think fit,

Provided that all income deriving therefrom shall become part of the management funds for the Residential Accommodation and shall not be used other than for the purpose of the maintenance, operation, repair and improvement of the Club House and the facilities therein and that any deficit in the operation of the Club House or any part thereof shall be charged to the management funds for the Residential Accommodation;

- (aw)
  - (i) If the Manager thinks so desirable, to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as he may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. In such event, the Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall also maintain the facilities so provided in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development;
  - (ii) To organize any activities as the Manager may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and to encourage them to participate in such activities with a view to improving the environmental conditions of the Development;
  - (iii) Subject to the provisions of this Deed, to make House Rules to require the Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes;
- (ax) To take all steps necessary or expedient for complying with the Conditions and any Government requirements concerning the Development or any part thereof;

- (ay) To engage qualified personnel to inspect or carry out a structural survey of the Development or any part thereof including the drains and channels within or outside the Lot serving the Development as and when the Manager deems necessary or desirable;
- (az) To repair, maintain and upkeep the Green Area together with the Green Area Structures (until possession of which is re-delivered to the Government) and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plants constructed, installed and provided thereon or therein in good repair and condition and to the satisfaction of the Director of Lands before the Green Area has been re-delivered to the Government;
- (ba) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Conditions;
- (bb) To enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed or any relevant Sub-Deed(s) and the House Rules made hereunder, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof;
- (bc) To enter into 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 for the Development PROVIDED THAT such contracts to be entered into by the Manager shall be subject to the following conditions:-
  - (i) the term of the contract will not exceed 3 years;
  - (ii) the right to be granted under the contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and
  - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service;
- (bd) To consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Lot and the Development;
- (be) In respect of any roof and/or flat roof forming part of a Residential Unit, the Manager shall have the right at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the roof and/or flat roof or the parapet walls of the roof and/or flat roof as may be determined by the Manager, one or more building maintenance unit (if any)

(including tracked telescopic jib gondola and/or any jib, davit arm, other ancillary equipment or device of management) (collectively referred to in this Deed as the “**gondola**” which expression shall include all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities PROVIDED THAT the use and enjoyment by the Owner of the Residential Unit shall not be affected or prejudiced thereby PROVIDED FURTHER THAT the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused;

- (bf) To manage and maintain for and on behalf of the Owners the land, areas, structures, facilities or drains or channels whether within or outside (if required by the Government) the Lot, the construction of which is the liability and/or responsibility of the First Owner and, for the purpose of this sub-clause, such management and maintenance shall include the Green Area and the Green Area Structures up to the time at which possession thereof is re-delivered to the Government in accordance with the terms of the Conditions;
- (bg) To maintain and keep the Landscaped Works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director of Lands;
- (bh) To procure a registered fire service installation contractor (at the cost and expense of the relevant Owner) to carry out annual check of smoke detectors provided inside the living room of Residential Units with open kitchen and at the common lobby outside the Residential Units with open kitchen, sprinkler heads provided at the ceiling immediately above the open kitchen of any Residential Unit and other fire service installations provided inside the Residential Units with open kitchen and to submit the maintenance certificate(s) (if required) to the Fire Services Department;
- (bi) To carry out (at the cost and expense of the relevant Owner) annual inspection of the fire service installations located inside the Residential Units with open kitchen in accordance with the Fire Safety Management Plan;
- (bj) To require the Owners of Residential Units with the relevant part or parts of the Noise Mitigation Measures which form part of his Residential Unit to repair, maintain, replace or reinstate the Noise Mitigation Measures which form part of his Residential Unit and to appoint contractors nominated by the Manager for carrying out the repair, maintenance, replacement or reinstatement of the Noise Mitigation Measures which form part of his Residential Unit and by using those materials as approved by the Manager;
- (bk) To inspect, clean, repair, maintain, replace or reinstate the relevant part or parts of the Noise Mitigation Measures which form part of the Common Areas and Facilities;
- (bl) To prohibit the alteration, interference or removal of any of the Noise Mitigation Measures which form part of the Common Areas and Facilities;

- (bm) Except with the prior written consent of the Director of Lands in accordance with the Conditions, to prohibit any building or structure or support for any building or structure to be erected or constructed on, over or above the ground level of the Non-Building Area 1 except boundary walls or fences or both not exceeding 3 metres in height;
- (bn) Except with the prior written consent of the Director of Lands in accordance with the Conditions, to prohibit any building or structure or support for any building or structure to be erected or constructed within the Non-Building Area 2 except underground utility service;
- (bo) To carry out such works as the Manager may consider necessary in relation to the maintenance, repair, replacement and security of all parts of the Common EV Facilities;
- (bp) To operate or enter into contract with any other person for the operation of the shuttle bus services for the use and benefit of the Owners or occupiers for the time being of the Lot and the Development whether on its own or together with the manager and/or owners of other neighbouring premises and during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of the shuttle bus services such fares as the Manager may think reasonable and such sum or sums collected shall be paid into and form part of the management funds for the benefit of all Owners; and
- (bq) To do all such other things as are reasonably incidental to the management of the Lot and the Development.

### 38. **Further powers of Manager**

Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power :-

- (a) To ban vehicles or any particular category of vehicles from the Lot or any particular parts thereof either generally or during certain hours of the day or night PROVIDED ALWAYS that the right of the Owners of the Carpark Units to the proper use and enjoyment of such Carpark Units in accordance with the provisions of the Conditions and these presents shall not be affected;
- (b) To impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which owner has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner thereof and the Manager is entitled to charge reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);
- (c) To impose charges for any such impoundment and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees.
- (d) To charge the Owners for administrative fee for the temporary use of electricity,

water or other utilities and for the collection and removal of fitting out or decoration debris (if any) Provided That such charges shall be paid into the management funds;

- (e) To charge the Owners for all costs and consultants' fees incurred in approving their fitting out, decoration or construction plans submitted for approval by the Manager in accordance with the provisions of this Deed and any relevant Sub-Deed(s) and the House Rules Provided That such charges shall be fair and reasonable and shall be paid into the management funds Provided Further That the Manager shall not charge any fee other than a reasonable administrative fee as consideration for granting and processing such approval (which approval shall not be unreasonably withheld) required from the Manager;
- (f) To charge the Owners for the use of water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager provided such charges shall be paid into the management funds;
- (g) From time to time to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Development, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by the Government;
- (h) To enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) upon all and any parts of the Development including any Unit necessary for the purpose of carrying out necessary repairs to any of the fresh or sea water mains and pipes serving the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners Provided That the Manager shall make good at the Manager's own costs and expenses any damage caused thereby and ensure that the least disturbance is caused and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors, employees or workmen in the course of exercising the aforesaid rights;
- (i) To enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) into all or any parts of the Development including any Residential Unit, Carpark Units for the purpose of inspecting the toilets and to repair any part or parts of a toilet which shall leak at the expense of the Owner concerned provided that the Manager shall ensure that such inspection shall cause the least disturbance and shall make good at the Manager's own costs and expenses any damage caused thereby unless the same is due to the default of the Owner of such toilet and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors, employees or workmen in the course of exercising the aforesaid rights;
- (j) To manage, repair, upkeep, maintain and to keep well lighted the Common Areas and Facilities and to manage and maintain such other areas or drains and channels whether within or outside the Lot that are required to be maintained under the Conditions; and

- (k) Subject to the approval of the Owners' Committee (if formed), to charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities or any part thereof 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 Residential Common Areas and Facilities.

**39. Manager's power of entry**

The Manager shall have power to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times upon prior reasonable notice (except in case of emergency) into (i) all parts of the Development including all parts of any Unit for the purposes of carrying out necessary repairs to any part or parts of the Development or the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners; and (ii) any Residential Unit with open kitchen to carry out (at the cost and expense of the relevant Owner) maintenance and annual inspection of the fire service installations therein; Provided That the Manager shall cause as little disturbance as possible and shall forthwith make good at the Manager's own costs and expenses any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors, employees or workmen in the course of exercising the aforesaid rights.

**40. Manager to manage Common Areas and Facilities**

The Common Areas and Facilities shall be under the exclusive control of the Manager who is hereby appointed to act as agent for and on behalf of all Owners duly authorised in accordance with the provisions of this Deed and any relevant Sub-Deed(s) in respect of any matter concerning the Common Areas and Facilities.

**41. Manager's acts and decisions binding on Owners**

All acts and decisions of the Manager reasonably 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. The Manager's power to make House Rules, etc.**

- (a) Subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend House Rules regulating the use, occupation, maintenance and environmental control of the Lot and the Development, the Common Areas and Facilities, protection of the environment of the Development and 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 House Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the House Rules from time to time in force shall be posted on the public notice boards of the Development and a copy thereof

shall be supplied to each Owner on request on payment of reasonable copying charges. All charges received shall be credited to the Special Fund.

- (b) Such House Rules shall be supplementary to the terms and conditions contained in this Deed and must not in any way conflict with such terms and conditions. In case of inconsistency between such House Rules and the terms and conditions of this Deed the terms and conditions of this Deed shall prevail. The House Rules and any amendments thereto must not be inconsistent with or contravene this Deed, the Building Management Ordinance (Cap. 344) or the Conditions.
- (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 House Rules or non-observance thereof by any third party.

**43. Tender of major contracts**

Subject to Clause 15 and the provisos therein, the Manager shall award by tender all major contracts for performance of its duties hereunder which involves a sum exceeding twenty per cent (20%) of the total expenditure estimated in the annual budget through tender.

**SECTION VI**

**EXCLUSIONS AND INDEMNITIES**

**44. Manager not liable to Owner**

The Manager, its employees, 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 or any relevant Sub-Deed(s) not being an act or omission involving criminal liability, dishonesty or negligence. No Owner will be required to indemnify the Manager, its servants, employees, contractors or agents from and against all actions, proceedings, claims and demands whatsoever and all costs and expenses in connection therewith arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted being an act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, its employees, servants, agents or contractors. Without in any way limiting the generality of the foregoing, the Manager, its employees, 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 Development, or
- (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Development, or

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

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

**45. Owners to be responsible for act or negligence of occupiers**

Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of any 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 fire, overflow of water or leakage of electricity or gas therefrom.

**46. Owners to be responsible for cost of making good loss and damage**

Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against the acts and omissions of all persons occupying any Unit of which he has the exclusive use with his consent, express or implied, and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Development 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 these presents to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by these presents or for which the Manager has in its reasonable discretion 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 VII**

**OWNERS' COMMITTEE**

**47. Establishment of Owners' Committee**

As soon as practicable but not later than nine (9) months from the date of this Deed, the Manager shall convene a meeting of the Owners (and to call further and subsequent meetings if required) to establish an Owners' Committee and appoint a chairman thereof or to appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance (Cap.344). The Owners' Committee shall consist of not fewer than five (5) members and not more than nine (9) members, or such number of members as the Owners may decide from time to time by resolution at a meeting of the Owners, provided that:-



- (i) not more than eight (8) members shall be elected from the Residential Accommodation to represent them in the Owners' Committee; and
- (ii) not more than one (1) member shall be elected from the Owners of the Carpark Units to represent them in the Owners' Committee.

**48. Functions of Owners' Committee**

The functions of the Owners' Committee shall include 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 annual budget and revised budget prepared by the Manager;
- (d) the approval of the Club Rules and the House Rules made from time to time by the Manager;
- (e) to elect a manager to take the place of the outgoing Manager in accordance with the provisions of Clause 12 hereof; and
- (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of these presents.

**49. Membership**

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

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 at any time on notice in writing being given to the Owners' Committee.

**50. Retirement from membership**

A member of the Owners' Committee shall retire from office at every alternate annual meeting following his appointment but shall be eligible for re-election but subject to this he shall hold office until :-

- (a) he resigns by notice in writing to the Owners' Committee; or
- (b) 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) he is removed from office by resolution of a duly convened meeting of Owners.

In any of the events provided for in sub-clauses (a), (b), (c), (d) or (e) of this Clause resulting in the number of members of the Owners' Committee being less than five (5), the Manager shall convene a meeting of the Owners to fill the vacancy thereby created.

**51. Meetings**

A meeting of the Owners' Committee may be convened at any time by the chairman or any two (2) members of the Owners' Committee PROVIDED THAT one such meeting to be known as the annual meeting shall be held once in each calendar year commencing with the year following the date of this Deed for the purpose of transacting any other business of which due notice is given in the notice convening the meeting.

**52. Notice of meeting**

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

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

**53. Quorum**

The quorum at a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater. No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Owners' Committee, shall be dissolved.

**54. Chairman**

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.

**55. Meeting Procedures**

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

**56. Resolutions**

The following provisions shall apply in all meetings of the Owners' Committee :-

- (a) 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)
  - (i) A resolution put to the vote of the meeting shall be decided on a show of hands only;
  - (ii) At a meeting of the Owners' Committee, each member present shall have one vote on a resolution put to the vote of the meeting or on a question before the Owners' Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.

**57. Owners' Committee not liable**

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 anything involving criminal liability or dishonesty or 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 from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deeds, matter or thing done or omitted as aforesaid which does not involve criminal liability, dishonesty or negligence on the part of the Owners' Committee or the members thereof and all costs and expenses in connection therewith.

**58. No Remuneration**

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 reasonably and necessarily incurred in carrying out their duties.

**59. Records and Minutes**

- (a) The Owners' Committee shall cause to be kept records and minutes of :-
  - (i) the appointment and vacation of appointments of all its members and all changes therein;
  - (ii) all resolutions and notes of proceedings of the Owners' Committee;

- (iii) the members present at all meetings.
- (b) Such records and minutes 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 extracts thereof on paying reasonable charges therefor. All copying charges received shall be credited to the Special Fund.

**60. Sub-Committees**

Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and welfare of the residents of the Development or to co-opt any person eligible under Clause 49 who are not members of the Owners' Committee to serve on such sub-committees.

**SECTION VIII**

**MEETING OF OWNERS**

**61. Meetings**

From time to time as occasion may require there shall be meetings of the Owners for the time being of the Undivided Shares to discuss and decide matters concerning the Development and in regard to such meetings the following provisions shall apply :-

- (a) A meeting of Owners may be convened by :-
  - (i) the Owners' Committee;
  - (ii) the Manager; or
  - (iii) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Undivided Shares in aggregate.
- (b) The person convening the meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify:-
  - (i) the date, time and place of the meeting; and
  - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (c) The notice of meeting referred to in sub-clause (b) above may be given -
  - (i) by delivering it personally to the Owner;
  - (ii) by sending it by post to the Owner at his last known address; or
  - (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (d) The quorum at a meeting of Owners shall be 10% of the Owners. No business

shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. For the purposes of this sub-clause, the reference in this sub-clause 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 Development were divided; and
  - (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.
- (e) A meeting of Owners shall be presided over by the chairman of the Owners’ Committee or, if the meeting is convened under Clause 61(a)(ii) or (iii) above, the person convening the meeting.
- (f) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (g) At a meeting of Owners :-
- (i) an Owner shall have one vote in respect of each Undivided Share he owns;
  - (ii) an Owner may cast a vote personally or by proxy;
  - (iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast -
    - (A) by a proxy jointly appointed by the co-Owners;
    - (B) by a person appointed by the co-Owners from amongst themselves; or
    - (C) if no appointment is made under sub-sub-clause (A) or (B), either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
  - (iv) where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
  - (v) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Cap.344), and-
- (A) shall be signed by the Owner; or

- (B) 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.
- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 61(a)(ii) or (iii) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- (i) The procedure at a meeting of Owners shall be as is determined by the Owners.
- (j) Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners of the Development 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 of the Manager.
  - (v) (A) A resolution may be passed by a majority of the votes of the Owners voting either personally or by proxy; and supported by the Owners of not less than 50% of the total number of Undivided Shares in the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) terminate by notice the Manager's appointment without compensation.
  - (B) A resolution under preceding sub-sub-clause (A) shall have effect only if-
    - (I) the notice of termination of appointment is in writing;
    - (II) provision is made in the resolution for a period of not less than 3 months notice or, in lieu of notice, provision is made for an agreement to be made with the Manager for

the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;

- (III) the notice is accompanied by a copy of the resolution terminating the Manager's appointment; and
  - (IV) the notice and the copy of the resolution is given to the Manager within 14 days after the date of the meeting.
- (C) The notice and the copy of the resolution referred to in preceding sub-sub-clause (B) may be given-
- (I) by delivering it personally to the Manager; or
  - (II) by sending it by post to the Manager at its last known address.
- (vi) For the purposes of the immediately preceding sub-clause (j)(v) -
- (A) only the Owners of Undivided Shares who pay or who are liable to pay the management contribution relating to those Undivided Shares shall be entitled to vote; and
  - (B) the reference in the said sub-clause (j)(v) to “**the Owners of not less than 50% of the total number of Undivided Shares**” shall be construed as a reference to the Owners of not less than 50% of the total number of Undivided Shares who are entitled to vote.
- (k) 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 seventy-five per cent (75%) of the total number of Undivided Shares in the Development namely :-
- (i) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Conditions or in the event of the Government taking any action by way of earlier re-entry thereunder in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease term upon such terms and conditions as the Government shall offer, whether and in what manner to pay any premium, rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the Conditions as aforesaid.
  - (ii) A resolution to rebuild or redevelop the Development otherwise than in accordance with Clause 62 of this Deed.
- (l) Without affecting the provisions herein contained requiring certain matters to be decided only by resolutions passed by the Owners holding not less than seventy-five per cent (75%) of the total number of Undivided Shares in the

Development, a resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than one half of the total number of Undivided Shares in the Development shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.

- (m) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (n) For the avoidance of doubt and notwithstanding anything to the contrary contained in this Deed, the person in whom the Undivided Shares allocated to the Common Areas and Facilities are vested as trustee for all the Owners shall have no voting right in respect of such Undivided Shares in any meetings of the Owners whether under this Deed, the Building Management Ordinance (Cap.344) or otherwise and such Undivided Shares shall not be taken into account in determining the quorum for any meetings or for determining the total number of Undivided Shares in the Development referred to in this Section VIII and such Undivided Shares shall not carry any liability to pay charges under this Deed.

## SECTION IX

### EXTINGUISHMENT OF RIGHTS

#### **62. Owners' meeting in event of Development being damaged**

In the event of the whole or any part of the Development being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render a substantial part of the same unfit for habitation or use or occupation, the Owners of not less than 75% of the Undivided Shares allocated to that damaged part of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities), shall convene a meeting of the Owners whose right to exclusive use, occupation and enjoyment of such part of the Development have been so affected and such meeting may resolve by a seventy-five per cent (75%) majority of the Owners present in person or by proxy holding not less than seventy-five per cent (75%) of the total Undivided Shares of such damaged part (excluding the Undivided Shares allocated to the Common Areas and Facilities) and voting that by reason of insufficiency of insurance money or changes in building law or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such part of the Development then in such event the Undivided Shares in the Lot representing such part of the Development 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 in proportion to the respective number of Undivided Shares previously held by such former Owners. All insurance money received in respect of any policy of insurance on such part of the Development shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of the relevant part of the Development. PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such part of the Development the Owners of such part of the Development shall pay the excess of the cost of reinstatement or rebuilding of the



relevant part of the Development damaged as aforesaid over and above the proceeds recoverable from the insurance of such part of the Development in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant part of the Development and be recoverable as a civil debt. The resolution is to be binding upon all the Owners of the damaged part(s).

**63. Provision applicable to such Owners' meeting**

The following provisions shall apply to a meeting convened by the Manager as provided in Clause 62 hereof :-

- (a) Every such meeting shall be convened by at least fourteen (14) days' notice in writing posted on the public notice boards of the Development specifying the time, date and place of the meeting;
- (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 seventy-five per cent (75%) of the total number of Undivided Shares in the part of the Development in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
- (c) The Manager shall be the chairman of the meeting;
- (d) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (e) Every Owner shall have one vote for each Undivided Share allocated to the part of the Development (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 in case of dispute the Owner whose name stands first in relation to that Undivided Share in the register kept at the Land Registry shall have the right to vote, and in case of equality of votes, the chairman shall have a second or casting vote;
- (f) Votes may be given either personally or by proxy;
- (g) The instrument appointing a proxy shall be deposited with the chairman of the meeting either before or at the meeting;
- (h) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of the Owners present in person or by proxy and voting shall be binding on all the Owners of the relevant part of the Development PROVIDED as follows :-
  - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
  - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;

- (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (i) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being not less than seventy-five per cent (75%) of the Undivided Shares allocated to the part of the Development 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.

## SECTION X

### MISCELLANEOUS PROVISIONS

**64. Schedules 7 and 8 to the Building Management Ordinance, etc.**

- (a) No provision of this Deed shall contradict, overrule or fail to comply with the provisions of the Building Management Ordinance (Cap. 344) and the Schedules thereto.
- (b) The First Owner shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) (both of the 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 must be credited to the Special Fund.

**65. Owners to notify Manager when ceasing to be Owner**

Each Owner shall on ceasing to be the Owner of any Undivided Share and the premises enjoyed therewith upon assignment of his Unit notify the Manager of such cessation and of the name and address of the new Owner within one (1) month from the date of the relevant assignment and 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 upon assignment of his Unit.

**66. No liability after ceasing to be Owner**

No person shall, after ceasing to be the Owner of any Undivided Share upon assignment of his Unit, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share and the premises held therewith upon assignment of his Unit save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term and condition prior to his ceasing to be the Owner thereof.

**67. Public notice boards, etc.**

There shall be public notice boards at such places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards 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 seven (7) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

**68. Service of notices, etc.**

Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, 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 Residential Unit or Carpark Units 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 registered mortgagee in possession of the relevant Undivided Shares, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known address. All notices required to be given to the Manager shall be sufficiently served if delivered personally to the Manager or sent by prepaid post addressed to the Manager's last known address.

**69. Provision of address in Hong Kong**

Each Owner who is not an occupier in the Development shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed and any Sub-Deed(s).

**70. Compliance with the Conditions**

No provisions in this Deed shall conflict with or be in breach of the Conditions and each Owner (including the First Owner) shall comply with the terms and conditions of the Conditions in so far as the same relate to his part of the Development and as one of the Owners for the time being of the Lot, and the Manager shall comply with the terms and conditions of the Conditions so long as it is the manager of the Development.

**71. Chinese translation**

The First Owner shall at his own cost provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and the Chinese translation in the management office within one month from the date hereof for inspection by all Owners free of costs and for taking of copies by the Owners at their expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund. In the event of any dispute arising out of the interpretation of the Chinese translation and the English version of this Deed, the English version of this Deed approved by the Director of Lands shall prevail.

**72. Plans of Common Areas and Facilities**

A copy of plans showing the Common Areas and Facilities (if and where capable of being shown on plans) certified as to their accuracy by or on behalf of the Authorised Person shall be prepared by the First Owner, annexed to this Deed, kept at the management office and shall be available for inspection by the Owners free of charge during normal office hours.

73. **During existence of Owners' Corporation**

During the existence of an Owners' Corporation of the Development, the general meeting of the Owners' Corporation convened under the Building Management Ordinance (Cap.344) shall take the place of the meeting of Owners hereunder, and the management committee of the Owners' Corporation shall take the place of the Owners' Committee hereunder.

74. **Works and Installations**

- (a) The First Owner shall at its own cost and expense prepare the first Maintenance Manual for the Works and Installations and its schedules for the reference of the Owners and the Manager 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;
  - (vii) Recommended maintenance cycle of the Works and Installations.
- (b) Within one (1) month from the date of this Deed, the First Owner shall deposit a full copy of the first Maintenance Manual for the Works and Installations which includes a list/schedule of items of the Works and Installations in the management office for inspection by the Owners free of charge and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Special Fund.
- (c) (i) The Manager shall on behalf of and at the cost and expense of the Owners inspect, maintain and carry out all necessary works for the Common Areas and Facilities including those part or parts of the Works and Installations forming part of the Common Areas and Facilities.
- (ii) The Owners shall at their own costs and expense inspect, maintain and carry out all necessary works for the Units including those part or parts of the Works and Installations forming part of their Units.

- (d) The Owners may, by a majority resolution passed at an Owners' meeting convened under this Deed, make, amend, revise and revoke the Maintenance Manual for the Works and Installations (including the said schedule) or the Works and Installations listed in the Fourth Schedule hereto or any part thereof as the Owners shall deem fit, in which event the Manager shall procure a revised Maintenance Manual for the Works and Installations (including the said schedule) or any amendments thereto from a qualified professional or consultant within such time as may be prescribed by the said Owners' resolution. All costs and expenses of and incidental to the preparation of the revised Maintenance Manual for the Works and Installations (including the said schedule) or any subsequent amendments thereto shall be borne by the Owners and paid out of the Special Fund.
- (e) The Manager shall deposit the revised Maintenance Manual for the Works and Installations (including the said schedule) and any subsequent amendments thereto in the management office within one month from the date of its preparation for inspection by the Owners free of charge and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Special Fund.

**75. Deed Binding on Executors, etc.**

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 Units and Common Areas and Facilities and to the Undivided Share or Shares held therewith.

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

**THE FIRST SCHEDULE**  
**ALLOCATION OF UNDIVIDED SHARES**

**Section 1**

Parts of the Development		Undivided Shares	
<b>Phase 1</b>	Residential Units	818,894	
	Residential Car Parking Spaces	4,525	
	Residential Motor Cycle Parking Spaces	45	
	Phase 1 Common Areas and Facilities	600	
		<b>Sub-total:</b>	<b>824,064</b>
<b>Subsequent Phase(s)</b>			<b>577,865</b>
		<b>Total:</b>	<b>1,401,929</b>

## Section 2

### Phase 1

#### (A) Residential Units

##### Tower 1

Floor	Flat	Remarks	Undivided Shares
G/F	A1	(6)	1821
	A2	(6)	1737
	A3	(6)	1190
	A5	(6)	1410
	B1	(6)	1602
1/F	A1	(1), (2)	1686
	A2	(1), (2)	1648
	A3	(1), (2)	1101
	A5	(1), (2)	1308
	B1	(1), (2)	1515
2/F, 3/F, 5/F – 12/F, 15/F – 16/F (12 storeys)	A1	(1), (2)	1686 each
	A2	(1), (2)	1648 each
	A3	(1), (2)	1101 each
	A5	(1), (2)	1255 each
	B1	(1), (2)	1515 each
	B2	(1)	604 each
	B3	(1), (2)	865 each
	B5	(1), (2)	866 each
17/F – 19/F (3 storeys)	A1	(1), (2)	1686 each
	A2	(1), (2)	1648 each
	A3	(1), (2)	1096 each
	A5	(1), (2)	1255 each
	B1	(1), (2)	1515 each
	B2	(1)	604 each
	B3	(1), (2)	865 each
	B5	(1), (2)	866 each
20/F	A1	(1), (2), (4)	2338
	A3	(1),(4)	2088
	B1	(1), (2)	1515
	B2	(1)	604
	B3	(1), (2)	865
	B5	(1), (2)	867
21/F	A1	(1), (2), (3), (5)	2417
	A3	(1), (3), (5)	2214
	B1	(1), (2), (5)	1599
	B2	(1), (5)	627
	B3	(1), (2)	865
	B5	(1), (2)	867
		<b>Sub-total</b>	<b>174969</b>

## Tower 2

Floor	Flat	Remarks	Undivided Shares
1/F	A1	(2), (4)	1578
	A2	(4)	845
	A3	(1), (2)	641
	A5	(1), (2)	864
	A6	(4)	1385
	B1	(1)	497
	B2	(1), (2)	1057
	B3	(4)	656
	B5	(4)	848
	B6	(4)	844
2/F, 3/F, 5/F - 12/F, 15/F (11 storeys)	A1	(1), (2)	1506 each
	A2	(1)	795 each
	A3	(1), (2)	641 each
	A5	(1), (2)	864 each
	A6	(1), (2)	1289 each
	B1	(1)	497 each
	B2	(1), (2)	1057 each
	B3	(1)	627 each
	B5	(1), (2)	785 each
	B6	(1), (2)	781 each
16/F - 18/F (3 storeys)	A1	(1), (2)	1506 each
	A2	(1)	795 each
	A3	(1), (2)	641 each
	A5	(1), (2)	864 each
	A6	(1), (2)	1289 each
	B1	(1)	497 each
	B2	(1), (2)	1057 each
	B3	(1)	627 each
	B5	(1), (2)	785 each
	B6	(1), (2)	781 each
19/F	A1	(1), (2), (4)	2029
	A3	(1), (4)	2063
	B2	(1), (2), (4)	1108
	B3	(1)	627
	B5	(1), (2)	785
	B6	(1), (2)	781
20/F	A1	(1), (2), (3), (5)	2159
	A3	(1), (3), (5)	2198
	B2	(1), (2), (5)	1131
	B3	(1), (5)	673
	B5	(1), (2), (5)	800
	B6	(1), (2)	779
		<b>Sub-total</b>	<b>148136</b>



### Tower 3

Floor	Flat	Remarks	Undivided Shares
1/F	A1	(2), (4)	1507
	A2	(4)	854
	A3	(4)	692
	A5	(4)	930
	A6	(4)	1381
	B1	(1)	497
	B2	(1), (2)	1052
	B3	(4)	843
	B5	(4)	836
	B6	(4)	830
2/F, 3/F, 5/F – 12/F, 15/F (11 storeys)	A1	(1), (2)	1506 each
	A2	(1)	795 each
	A3	(1), (2)	641 each
	A5	(1), (2)	864 each
	A6	(1), (2)	1289 each
	B1	(1)	497 each
	B2	(1), (2)	1052 each
	B3	(1)	783 each
	B5	(1), (2)	773 each
	B6	(1), (2)	768 each
16/F – 18/F (3 storeys)	A1	(1), (2)	1506 each
	A2	(1)	795 each
	A3	(1), (2)	641 each
	A5	(1), (2)	864 each
	A6	(1), (2)	1289 each
	B1	(1)	497 each
	B2	(1), (2)	1052 each
	B3	(1)	783 each
	B5	(1), (2)	773 each
	B6	(1), (2)	768 each
19/F	A1	(1), (2), (4)	2029
	A3	(1), (4)	2063
	B2	(1), (2), (4)	1103
	B3	(1)	783
	B5	(1), (2)	773
	B6	(1), (2)	768
20/F	A1	(1), (2), (3), (5)	2159
	A3	(1), (3), (5)	2198
	B2	(1), (2), (5)	1126
	B3	(1), (5)	842
	B5	(1), (2), (5)	788
	B6	(1), (2)	765
		<b>Sub-total</b>	<b>150371</b>

## Tower 5

Floor	Flat	Remarks	Undivided Shares
1/F	A1	(4)	677
	A2	(4)	824
	A3	(4)	871
	A5	(4)	900
	A6	(4)	836
	B1	(1), (2)	976
	B2	(2), (4)	1395
	B3	(2)	501
2/F, 3/F, 5/F – 12/F, 15/F (11 storeys)	A1	(1)	666 each
	A2	(1), (2)	802 each
	A3	(1), (2)	810 each
	A5	(1), (2)	860 each
	A6	(1)	829 each
	B1	(1), (2)	976 each
	B2	(1), (2)	1391 each
	B3	(2)	501 each
16/F – 18/F (3 storeys)	A1	(1)	666 each
	A2	(1), (2)	802 each
	A3	(1), (2)	810 each
	A5	(1), (2)	860 each
	A6	(1)	829 each
	B1	(1), (2)	969 each
	B2	(1), (2)	1391 each
	B3	(2)	501 each
19/F	A1	(1)	666
	A2	(1), (2)	803
	A3	(1), (4)	2066
	B1	(1), (2)	969
	B2	(1), (2), (4)	1483
20/F	A1	(1), (5)	701
	A2	(1), (2)	803
	A3	(1), (3), (5)	2131
	B1	(1), (2), (5)	1021
	B2	(1), (2), (5)	1542
		<b>Sub-total</b>	<b>114834</b>

## Tower 6

Floor	Flat	Remarks	Undivided Shares
G/F	A1	(6)	1453
	A2	(6)	910
	A3	(6)	1549
1/F	A1	(1), (2)	1388
	A2	(1), (2)	876
	A3	(1), (2)	1431
2/F	A1	(1), (2)	1371
	A2	(1), (2)	876
	A3	(1), (2)	1431
	B1	(2)	488
	B2	(4)	1136
	B3	(4)	1112
3/F, 5/F – 12/F, 15/F, 16F (11 storeys)	A1	(1), (2)	1371 each
	A2	(1), (2)	876 each
	A3	(1), (2)	1430 each
	B1	(2)	488 each
	B2	(1), (2)	1132 each
	B3	(1), (2)	1104 each
17/F – 19/F (3 storeys)	A1	(1), (2)	1371 each
	A2	(1), (2)	876 each
	A3	(1), (2)	1430 each
	B1	(2)	488 each
	B2	(1), (2)	1132 each
	B3	(1), (2)	1104 each
20/F	A1	(1), (2)	1366
	A3	(1), (4)	1912
	B2	(1), (2), (4)	1291
	B3	(1), (2)	1104
21/F	A1	(1), (2), (5)	1430
	A3	(1), (3), (5)	2052
	B2	(1), (2), (5)	1331
	B3	(1), (2), (5)	1165
		<b>Sub-total</b>	<b>115286</b>

## Tower 7

Floor	Flat	Remarks	Undivided Shares
G/F	A1	(6)	1549
	A2	(6)	920
	A3	(6)	1455
1/F	A1	(1), (2)	1431
	A2	(1), (2)	876
	A3	(1), (2)	1388
2/F	A1	(1), (2)	1431
	A2	(1), (2)	876
	A3	(1), (2)	1371
	B1	(4)	1112
	B2	(4)	1136
	B3	(2)	488
3/F, 5/F – 12/F, 15/F, 16/F (11 storeys)	A1	(1), (2)	1430 each
	A2	(1), (2)	876 each
	A3	(1), (2)	1371 each
	B1	(1), (2)	1104 each
	B2	(1), (2)	1132 each
	B3	(2)	488 each
17/F – 19/F (3 storeys)	A1	(1), (2)	1430 each
	A2	(1), (2)	876 each
	A3	(1), (2)	1371 each
	B1	(1), (2)	1104 each
	B2	(1), (2)	1132 each
	B3	(2)	488 each
20/F	A1	(1), (4)	1912
	A3	(1), (2)	1366
	B1	(1), (2)	1104
	B2	(1), (2), (4)	1291
21/F	A1	(1), (3), (5)	2052
	A3	(1), (2), (5)	1430
	B1	(1), (2), (5)	1165
	B2	(1), (2), (5)	1331
		<b>Sub-total</b>	<b>115298</b>

Remarks: There is no Tower 4 in the Development. There is no 4/F, 13/F and 14/F in all Towers.

For all Towers

Note (1): means including the balcony pertaining thereto.

Note (2): means including the utility platform pertaining thereto.

Note (3): means including the stairhood pertaining thereto.

Note (4): means including the flat roof(s).

Note (5): means including the roof(s).

Note (6): means including the garden(s) pertaining thereto.

### (B) Residential Car Parking Spaces

Unit	Undivided Shares
181 Residential Car Parking Spaces	25 each
	<b>Sub-total: 4,525</b>

### (C) Residential Motor Cycle Parking Spaces

Unit	Undivided Shares
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9 Residential Motor Cycle Parking Spaces	5 each
Sub-total:	45

**(D) Phase 1 Common Areas and Facilities** 600 Undivided Shares

**Subsequent Phase(s)** 577,865 Undivided Shares

Grand Total : 1,401,929 Undivided Shares

## THE SECOND SCHEDULE

### RIGHTS, PRIVILEGES AND EASEMENTS

The rights and privileges conferred as particularised under Part A and subject to which as specified in Part B each Undivided Share is held shall only come into effect as and when a part or parts of the Development has been issued an Occupation Permit and then only in respect of that part or parts of the Development being issued an Occupation Permit.

#### Part A

##### 1. Right and privileges of Owners

The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Development (in this Schedule referred to as “**his premises**”) shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Conditions, this Deed and any Sub-Deed(s), the House Rules and the rights of the Manager as provided in this Deed and any Sub-Deed(s) and the payment by the Owner of his due proportion of the management fund and Special Fund contributions and any other payments payable pursuant to this Deed and any Sub-Deed(s) :-

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

Full right and liberty (but SUBJECT ALWAYS TO the rights of the Manager and the First Owner herein provided) 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 or to receive the benefit of the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his premises SUBJECT as aforesaid;

(b) Right to support and shelter

The right to subjacent and lateral support and to shelter and protection from the other parts of the Development SUBJECT as aforesaid;

(c) Right of 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 premises 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 premises or the Development or any part or parts thereof for the proper use and enjoyment of his premises SUBJECT as aforesaid; and

(d) Right of entry to other parts of the Development to repair

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

the purpose of carrying out any works for the maintenance and repair of his premises including any conducting media exclusively serving the same (such work not being the responsibility of the Manager under this Deed or any Sub-Deed(s) and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby SUBJECT as aforesaid. For the purpose of this sub-clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media.

(e) Other easements, rights and privileges

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

**2. Right of way to use the Residential Common Areas and Facilities**

In addition to the above rights and privileges the Owner of each Undivided Share in the Residential Accommodation shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Conditions, this Deed and any Sub-Deed(s), the House Rules and the rights of the Manager and the First Owner provided in this Deed and any Sub-Deed(s)) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like right) 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 Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same.

**3. Right of way to use the Carpark Common Areas and Facilities**

In addition to the above rights and privileges the Owner of each Undivided Share in the Carpark Area shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Conditions, this Deed and any Sub-Deed(s), the House Rules and the rights of the Manager and the First Owner provided in this Deed and any Sub-Deed(s)) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Carpark Common Areas and Facilities for the purposes for which they are designed and the Owner of each Residential Unit shall have the right to go, pass and repass over and along and to use the Carpark Common Areas and Facilities for the purpose of accessing the Residential Common Areas and Facilities and the Development Common Areas and Facilities PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same.

## **Part B**

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

(a) Manager's right of entry

The full right and privilege of the Manager at all reasonable times upon prior reasonable notice (except in the case of emergency) with or without workmen, contractors and others and with or without equipment and apparatus to enter into (i) all parts of the Development including all parts of any Unit for the purposes of carrying out necessary repairs to any part or parts of the Development or the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners; and (ii) any Residential Unit with open kitchen to carry out (at the cost and expense of the relevant Owner) maintenance and annual inspection of the fire service installations therein; Provided That the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at his own costs and expense and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors, employees or workmen in the course of exercising the aforesaid rights;

(b) Manager's right to operate, etc. the gondola (if any)

The full right and privilege of the Manager at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the roof and/or flat roof or the parapet walls of the roof and/or flat roof as may be determined by the Manager the gondola (if any) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities; Provided That the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at his own costs and expense and the use and enjoyment by the Owner of the Residential Unit shall not be affected or prejudiced thereby;

(c) Rights of the First Owner

Rights of the First Owner set forth in Sections III and IV of this Deed; and

(d) Other rights

Rights and privileges equivalent to those set forth in sub-clauses (b), (c) and (d) of Clause I of Part A of this Second Schedule.



## THE THIRD SCHEDULE

### COVENANTS, PROVISIONS AND RESTRICTIONS

**1. No structural alteration**

No Owner shall make any structural alteration to any part of the Development owned by him (including but not limited to the external walls, structure or façade of the Unit owned by him or any installation or fixture therein) which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Development whether in separate or common occupation (in particular the supply of water, electricity, gas or other utilities) nor shall any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Lot not being equipment or apparatus for his exclusive use and benefit.

**2. Not to vitiate insurance**

No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Conditions or whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premia 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. Not to partition**

No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Lot or the Development or any of the Residential Units or Carpark Units therein.

**4. Not to interfere with the construction, management, etc. of the Development**

Subject to the provisions of Clause 8 of this Deed, no Owner shall do or permit or suffer to be done by his 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 Development at any time in the course of construction or the management and the maintenance of the Development.

**5. No conversion of the Common Areas and Facilities**

Subject to the rights reserved to the First Owner under Clause 8(o) of this Deed,

- (a) No Owner (including the First Owner) shall have the right to convert any part of the Common Areas and Facilities to his own use or for his own benefit unless approved by the Owners' Committee. Any payment received for the approval shall be credited to the Special Fund.
- (b) Subject to the First Owner's rights to designate Common Areas and Facilities for the Subsequent Phase(s) by a Sub-Deed(s) in respect thereof with the approval of the Director of Lands, no Owner (including the First Owner) shall

have the right to convert or designate any of his own areas to be Common Areas and Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) shall have and the Manager shall not have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use or benefit.

**6. Not to obstruct the Common Areas and Facilities**

No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or things 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 Development.

**7. Not to use for illegal or immoral purpose**

No Owner shall use or permit or suffer the part of the Development owned by him to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being of the Development.

**8. Not to use for offensive purpose, etc.**

- (a) No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Conditions, the Occupation Permit, this Deed, any Sub-Deed(s) and any Ordinances and Regulations from time to time applicable thereto.
- (b) No Owner shall use or cause or permit any Unit to be used for industrial or godown purposes or for the purpose of mahjong school, funeral parlour, coffin shop, temple, buddhist hall, columbarium, grave or for the performance of the ceremony known as "Ta Chai (打齋)" or any similar ceremony or as a boarding house, apartment house, dance hall, music hall or for any noisy or offensive trade or business.

**9. User and alienation restriction**

- (a) No Residential Unit shall be used for any purpose other than for private residential purpose and in particular shall not be used for any form of commercial letting in bed spaces or cubicles, and no Carpark Units shall be used other than for the purpose of parking private motor vehicles or motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and the Carpark Units shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or other articles, goods or things or for the provision of car cleaning and beauty services and no structure or partitioning shall be erected thereon without the prior consent in writing of the Manager and only one (1) private motor vehicle shall be parked in each Residential Car Parking Space and only one (1) motor cycle shall be parked in each Residential Motor Cycle Parking Space, SAVE AND EXCEPT that subject to Special Condition No. (12) of the Conditions, the First Owner may use the relevant part(s) of the Development as show flat(s) and/or

sales office or for such period or periods as it shall in its discretion consider appropriate subject to the Conditions.

(b) The Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:-

(i) assigned except

(A) together with Undivided Shares in the Lot giving the right of exclusive use and possession of a Residential Unit or Residential Units in the Development; or

(B) to a person who is already the Owner of Undivided Shares in the Lot with the right of exclusive use and possession of a Residential Unit or Residential Units; or

(ii) underlet except to residents of the Residential Units

Provided that in any event not more than three (3) in number of the total of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the Owner or underlet to the resident of any one Residential Unit in the Development.

(c) For the avoidance of doubt, Clause 9(b) of the Third Schedule to this Deed shall not apply to the Accessible Parking Spaces.

**10. Not to erect partitioning to block the fire exits and windows**

No partitioning shall be erected or installed in a Residential Unit which does not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air there from in any way obstructed.

**11. Not to erect advertising sign, etc. on the flat roof and/or roof of the Residential Unit**

Subject to the rights of the First Owner herein provided, no Owner shall without the prior written consent of the Manager erect or place or cause or permit to be erected or placed any advertising sign or other structure on the flat roof and/or roof forming part of his Residential Unit or any other part thereof and the Manager shall have the right to demand to remove anything erected or placed on the flat roof and/or roof of his Residential Unit or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.

**12. Not to affix any metal grille, shutter or gate at window, doors or entrance of Residential Unit**

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 part of his Residential 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

and the design of any metal grille or shutter or gate shall comply strictly in accordance with such guidelines and/or specifications that may from time to time be issued by the Manager and the subsequent installation shall follow strictly in accordance with the said guidelines and/or specifications.

**13. Not to display advertising sign from Unit**

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 Unit any advertising or other sign of any description (except a small name plate outside the entrance door or gate of a Residential Unit giving the Owner's or occupier's name) without the previous written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.

**14. Not to store dangerous goods, etc. in Residential Unit**

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.

**15. Not to store goods in Residential Unit**

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.

**16. Not to interfere with communal television and radio aerial system, etc. provided in the Development**

No Owner shall cut, maim, alter, affix, interfere with or in any other way affect any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, satellite and/or cable television system (if any), fixtures or any other installation within any portion of the roofs or flat roofs or external surfaces provided in the Development as part of the Common Areas and Facilities.

**17. Not to install private aerial system, etc. and air-conditioning without Manager's consent**

(a) No Owner shall be entitled to connect any installation to the communal television and radio aerial system and cable television system (if any) installed by the First Owner or the Manager except with the permission of the Manager and in accordance with any House Rules relating to the same. No Owner shall affix or install his own private aerial outside any part of the Development except with the written consent of the Manager.

(b) No air-conditioning or other units shall without the prior written consent of the Manager be installed through any window or external wall of the Development other than at places designated 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 Development. 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 part of the Development in good repair and condition.

**18. Not to install external signs, etc. outside the exterior of Unit**

Subject to the rights of the First Owner herein provided, no Owner shall erect, install or otherwise affix or allowed to be erected, installed or otherwise affixed any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever on the external surfaces of or extending outside the exterior of his Unit or any part of the Development or be projected from the Development or any part thereof except with the written consent of the Manager who may in its discretion impose conditions to the consent.

**19. Not to hang clothing or laundry outside Residential Unit or the Common Areas and Facilities**

No clothing or laundry shall be hung outside the Residential Unit or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities.

**20. Not to hang washing upon flat roofs (including those forming part of an Unit), etc. of the Development**

No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roofs (including those forming part of an Unit), roofs (including those forming part of an Unit), terraces (if any), external walls, balconies (if any) (including those forming part of an Unit), entrance halls of the Development or any other areas.

**21. Not to erect or build upon the flat roof etc. of Residential Unit or the Development**

No Owner shall without the prior written consent of the Manager (and subject to such conditions as may be imposed by the Manager at its discretion) erect or build or suffer to be erected or built on or upon the flat roof, balcony or external walls forming part of his Residential Unit or the Development any structure whatsoever either of a permanent or temporary nature.

**22. Not to clog the drainage system**

No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Development may be clogged or efficient working thereof may be impaired.

**23. Not to misuse water closets**

Not to use water closets and other water apparatus in the Development 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 by the Owner or occupier in whose Unit it shall have been caused.

**24. No excessive noise**

No Owner shall make or cause or permit any disturbing noise in his part of the Development or do or cause or permit anything to be done which will interfere with the rights, comforts and convenience of other Owners or occupants of the Development.

**25. Pets**

- (a) No dogs, cats, birds or animals or fowls shall be kept or harboured in any part of the Development if, (i) in the opinion of the Manager, such dog, cat, bird or animal or fowl is causing a nuisance or disturbance to other Owners or occupiers of the Development and (ii) if the same has been the cause of written complaint of at least two other Owners or occupiers of the Development. In any event no dogs shall be permitted in the Common Areas and Facilities unless carried or on leash.
- (b) Notwithstanding sub-clause (a) above, dogs may be kept by the Manager at the Development for the management and security of the Development and trained guide dogs on leash for the blind may be brought into any part of the Development whilst guiding any person with disability in vision.

**26. Supervision of children**

Not to allow children to play in the Common Areas and Facilities (except such parts of the Recreational Areas and Facilities designed for children) and any damage to or discolouration to decorations in such areas and facilities by children shall be paid for by the Owner or occupier of the Unit in which the child or children concerned reside.

**27. Not to alter the facade or external appearance of the Development**

No Owner shall paint or alter the outside of the Development including any part of the Development owned by him, or do or permit to be done any act or thing which may or will alter the façade or external appearance of the Development (including any part owned by him) without the prior consent in writing of the Manager.

**28. Not to discard refuse, etc.**

No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Development owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.

**29. Not to allow articles to obstruct Common Areas and Facilities**

Not to allow bicycles, baby carriages or similar vehicles or articles to obstruct any Common Areas and Facilities.

**30. Not to contravene the Air Pollution Control Ordinance**

No Owner shall install any furnace, boiler or other plant or equipment or use any fuel 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 which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.

**31. Not to contravene the Fire Services Ordinance**

No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder. If any extension of the sprinkler heads or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

**32. Not to perform installation or repair works to the electrical wiring**

No Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Development save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

**33. Floor loading**

No Owner shall place on any part of the floors of the Development or in any lifts any article, machinery, goods or merchandise which may cause the maximum floor or lift loading-bearing capacity thereof (as specified on such floor or lift) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Development or any fixtures and fittings therein.

**34. Not to cut trees**

No Owner shall remove, interfere with, damage or cut any tree growing on the Lot or adjacent thereto except with the prior written consent of the Director of Lands and in compliance with any conditions that may be imposed by the said Director and each Owner shall be responsible to remedy and indemnify the other Owners in respect of any breach of this Clause including a breach by the occupants of his Unit and their guests, visitors or invitees.

**35. Maintenance of Slope Structures**

- (a) The Owners shall at their own expense in the proportion of the number of Undivided Shares allotted to their respective Units maintain and carry out all works in respect of the Slope Structures (if any) as required by the Conditions and in accordance with the "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual.
- (b) The First Owner shall deposit a full copy of the Slope Maintenance Manual at the management office within one month from the date of this Deed. The Slope Maintenance Manual shall be available for inspection by the Owners free of charge during the normal office hours of the Manager and the taking of copies

by the Owners upon request on payment of reasonable copying charges. All charges received shall be credited to the Special Fund.

**36. To maintain the Green Area**

The Owners shall at their own expenses in the proportion of the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) allotted to their respective Units maintain the Green Area and the Green Area Structures (until possession of which is re-delivered to the Government) and to carry out such works thereon and thereto to the satisfaction of the Director of Lands and in observance and compliance with Special Condition Nos.(3) and (4) and any other provisions of the Conditions.

**37. To pay Government rent**

Every Owner shall 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 and any Sub-Deed(s)), taxes, rates, assessments and outgoings payable in respect of such part of the Development of which he is the Owner and to indemnify the other Owners from and against all liability thereof.

**38. To observe the Conditions, etc.**

Every Owner (including the First Owner) shall covenant with each other to observe and comply with all terms and provisions of the Conditions and this Deed so long as he remains an Owner of an Undivided Share of the Development.

**39. Not to enclose the Non-enclosed Areas**

- (a) The Non-enclosed Areas shall only be used as balconies or utility platforms (as the case may be) in relation to or in connection with use and enjoyment of the Residential Units for which they are provided and form parts; and
- (b) The design and location of the Non-enclosed Areas under the Building Plans shall not be altered in any way; and
- (c) No fences, awnings, grilles or any structures or things shall be installed, exhibited, affixed, erected or attached to any of the Non-enclosed Areas whereby the same shall be enclosed in whole or in part above safe parapet height other than as approved under the Building Plans; and
- (d) Each Owner of the Non-enclosed Areas shall (i) at his own cost keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance and such other Ordinances, bye-laws and regulations promulgated by the Government from time to time; and (ii) be responsible for the financial support and maintenance of the same;
- (e) Each Owner of Residential Units with the relevant part or parts of the Noise Mitigation Measures which form part of his Residential Unit shall repair, maintain, replace or reinstate the Noise Mitigation Measures which form part of his Residential Unit and appoint contractors nominated by the Manager for



carrying out the repair, maintenance, replacement or reinstatement of the Noise Mitigation Measures which form part of his Residential Unit and by using those materials as approved by the Manager; and

- (f) In the event of the above covenants being in breach, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owners to remedy the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants, including but not limited to the right to enter upon the Residential Units concerned (including the Non-enclosed Areas provided therein) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Residential Units which are in breach of the aforesaid covenants at the cost of the defaulting Owner. The Manager shall recover from the defaulting Owner and the defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose.

**40. To observe all ordinances, bye-laws, etc.**

Every Owner shall comply with and observe all ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong governing the control of any form of pollution, including air, noise, water and waste pollution, and for the protection of the environment.

**41. Not to interfere with the operation of the gondola (if any)**

No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the roof and/or flat roof or the parapet walls of the roof and/or flat roof pertaining to its Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola (if any) by the Manager at any time in the course of the management and/or the maintenance of the Development.

**42. Owner of Residential Unit with open kitchen to observe the Fire Safety Management Plan**

The Owner(s) of the relevant Residential Unit with open kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan in particular the fire safety provisions set out in the Fifth Schedule, and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause his tenants and other occupants of his Residential Unit to observe and comply with the same.

**43. Management and Maintenance of Party Wall**

- (a) The Owner of a Residential Unit in the Residential Accommodation has the right to use the surface of the Party Wall abutting his Residential Unit.

- (b) A Party Wall shall be repaired and maintained at the joint expenses of the Owners of the Residential Units which the Party Wall separates.

**44. Maintenance of garden, roof and flat roof of the Residential Unit**

The Owners shall at their own expense maintain and keep such part of the garden (if any), roof (if any) and flat roof (if any) forming part of their Residential Units in a safe, clean, neat, tidy and healthy condition.

**45. Not to alter or remove any fixed windows or any acoustic windows (baffle type) or any acoustic sliding panel or any maintenance doors with auto-close system and not for ventilation purpose**

No Owner of a Residential Unit shall alter, interfere with or remove any fixed windows (if any) or any acoustic windows (baffle type) (if any) or any acoustic sliding panel (if any) or any maintenance doors with auto-close system and not for ventilation purpose (if any).

**46. Noise Mitigation Measures**

No Owner shall alter, interfere with or remove, or permit or be suffered to be altered, interfered with or removed any part of the Noise Mitigation Measures which forms part of his Residential Unit except in accordance with the Building Plans. Each Owner shall at his own costs and expenses appoint contractors nominated by the Manager to carry out repair, maintenance, replacement or reinstatement of the Noise Mitigation Measures which form part of his Residential Unit and by using those materials approved by the Manager.

**47. Non-Building Area 1**

Except with the prior written consent of the Director of Lands, no building or structure or support for any building or structure may be erected or constructed on, over or above the ground level of the Non-Building Area 1 except boundary walls or fences or both not exceeding 3 metres in height.

**48. Non-Building Area 2**

Except with the prior written consent of the Director of Lands, no building or structure or support for any building or structure may be erected or constructed within the Non-Building Area 2 except underground utility service.

**49. Provision of Temporary Noise Abatement and Dust Protection Measures**

Upon completion of Phase 1, the First Owner shall at its own expense provide necessary temporary noise abatement and dust protection measures within the Development in relation to the Units in Phase 1 as may be required by the Building Authority so as to minimise the inconvenience caused to the Owners of Units in Phase 1 from the continuing building works of the Subsequent Phase(s) of the Development on the Lot.

**50. Not to alter, interfere with, remove or replace any Common EV Facilities**

No Owner shall alter, interfere with, remove or replace or permit or suffer to be altered, interfered with, removed or replaced the Common EV Facilities or any part thereof without the prior approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice Provided That the Manager shall not charge any fee other than a reasonable administrative fee as consideration for granting and processing such approval (which approval shall not be unreasonably withheld) required from the Manager.

**THE FOURTH SCHEDULE**  
**WORKS AND INSTALLATIONS**

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) Slope Structures;
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system (if any);
- (k) mechanical ventilation systems;
- (l) window installations; and
- (m) gondola system.

## **THE FIFTH SCHEDULE**

### **FIRE SAFETY PROVISIONS**

1. An Owner of a Residential Unit with open kitchen shall be responsible for maintenance and annual inspection of the fire service installations within his Residential Unit.
2. An Owner of a Residential Unit with open kitchen shall not (i) remove or obstruct any smoke detectors provided inside the living room of his Residential Unit and at the common lobby outside his Residential Unit; (ii) remove or obstruct the sprinkler head provided at the ceiling immediately above the open kitchen of his Residential Unit; or (iii) remove the FRR Wall of his Residential Unit. Each Owner of the Residential Unit with open kitchen shall keep and maintain the fire safety provisions inside the Residential Unit in good condition at his own costs and expenses.
3. The Manager shall remind an Owner of a Residential Unit with open kitchen to carry out annual check and maintenance of the fire service installations. The Owner shall report and demonstrate to the Manager that he has carried out such annual check and maintenance of the fire service installations when so requested by the Manager. An Owner shall allow the registered fire services installation contractor(s) to enter with or without workmen, contractors, the Manager and others and with or without equipment and apparatus at all reasonable times upon prior reasonable notice (except in case of emergency) into his Residential Unit to carry out (at the cost and expense of the relevant Owner) such annual check and maintenance of the fire service installations.
4. In the event that an Owner of a Residential Unit with open kitchen parts with possession of his Residential Unit, such Owner shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the fire safety provisions set out under this Fifth Schedule, and make it a condition in the relevant agreement (if any).
5. The costs and expenses incurred by the Manager and/or the registered fire services installation contractor(s) for the maintenance and annual inspection of the fire service installations for Residential Units with open kitchen shall be borne by the relevant Owner on demand.

**The First Owner**

**SEALED** with the Common Seal of )  
)  
**SUPERWICK LIMITED** )  
)  
and **SIGNED** by )  
)  
)  
)  
duly authorised by a board resolution of its )  
)  
directors whose signature(s) is/are verified )  
)  
by :- )

**The First Assignee**

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

INTERPRETED to the First Assignee by :-

OR

**SEALED** with the Common Seal of the )  
 )  
**First Assignee** and **SIGNED** by )  
 )  
 )  
 )  
in the presence of :- )

**The DMC Manager**

**SEALED** with the Common Seal of )  
)  
the [**DMC Manager**] and **SIGNED** by )  
)  
)  
)  
duly authorised by a board resolution of its )  
)  
directors whose signature(s) is/are verified )  
)  
by :- )



Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20

**SUPERWICK LIMITED**  
( 瑞域有限公司 )

and

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

and

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

---

**SUB-DEED OF MUTUAL COVENANT**

**OF**

[ \_\_\_\_\_ ]  
**(TAI PO TOWN LOT NO. 225)**

---

**MAYER • BROWN**  
**JSM**

DPYT/AFK/16529055

## SECTION 1: PARTIES AND RECITALS

**THIS SUB-DEED** is made the \_\_\_\_\_ day of \_\_\_\_\_

### **BETWEEN**

- (1) **SUPERWICK LIMITED** ( 瑞域有限公司 ) whose registered office is situate at 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (hereinafter called the “**First Owner**” which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) [ \_\_\_\_\_ ] (hereinafter called the “**Phase 2 First Assignee**” which expression shall where the context so admits include his executors, administrators and assigns) of the second part; and
- (3) [ \_\_\_\_\_ ] whose registered office is situate at [ \_\_\_\_\_ ] (hereinafter called the “**DMC Manager**”, as defined in the **Principal Deed** (as hereinafter defined)) of the third part.

### **WHEREAS:-**

- (A) This Sub-Deed is supplemental to the Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No. [ \_\_\_\_\_ ] (the “**Principal Deed**”).
- (B) Immediately prior to the Assignment to the **Phase 2 First Assignee** hereinafter referred to the First Owner is the registered owner of and entitled to All Those 577,865 equal undivided 1,401,929<sup>th</sup> parts or shares of and in the **Lot** (as defined in the Principal Deed) and of and in the **Development** (as defined in the Principal Deed) Together with the sole and exclusive right and privilege to hold use occupy and enjoy the whole of Phase 2 subject to and with the benefit of the **Conditions** (as defined in the Principal Deed) and the Principal Deed.
- (C) For the purpose of sale, All Those 577,865 equal undivided 1,401,929<sup>th</sup> parts or shares referred to in recital (B) are sub-allocated to the various parts of Phase 2 in the manner set out in the Schedule hereto.
- (D) By an Assignment of even date but executed immediately prior to the execution of these presents and made between the First Owner of the one part and the Phase 2 First Assignee of the other part, in consideration therein expressed the First Owner assigned unto the Phase 2 First Assignee All Those [ \_\_\_\_\_ ] equal undivided 1,401,929<sup>th</sup> parts or shares of and in the Lot and of and in the Development Together with the sole and exclusive right and privilege to hold use occupy and enjoy All [That/Those] [ \_\_\_\_\_ ] of Phase 2 (hereinafter called the “**the Phase 2 First Assignee’s Unit**”) subject to and together with the benefit of the Principal Deed and in particular, the easements rights and privileges specified in the Second Schedule to the Principal Deed TO HOLD the same unto the Phase 2 First Assignee absolutely subject to the Conditions and the Principal Deed.

- (E) The parties hereto have agreed to enter into this Sub-Deed in the manner hereinafter appearing.
- (F) The Director of Lands has given its approval to this Sub-Deed in accordance with Special Condition No.(21)(a) of the Conditions.

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

## **SECTION 2: DEFINITIONS**

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

**“Non-enclosed Areas within Phase 2”**

means collectively:-

- (a) the balconies and the covered areas beneath the balconies of the Residential Units within Phase 2 which are for the purposes of identification only shown coloured Red and Red Hatched Black respectively on the plans certified as to their accuracy by the Authorized Person and annexed hereto; and
- (b) the utility platforms and the covered areas beneath the utility platforms of the Residential Units within Phase 2 which are for the purposes of identification only shown coloured Orange and Orange Hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

**“Phase 2”**

comprises Tower 8, Tower 9, Tower 10 and Tower 11 of the Development, 95 Residential Car Parking Spaces and 6 Residential Motor Cycle Parking Spaces subject to any amendment or alteration of the Building Plans as may be approved by the Building Authority and the Phase 2 Common Areas and Facilities;

**“Phase 2 Common Areas and Facilities”**

means the Residential Common Areas and Facilities within Phase 2;

**“Residential Common Areas and Facilities within Phase 2”**

means and includes, in so far as they are within Phase 2:-

- (a) the external walls and architectural features (if any) of the Residential Accommodation;
- (b) those parts of the Residential Accommodation in the Development intended for the common use and benefit of the Owners, occupiers and

tenants of the Residential Accommodation and the bona fide guests, visitors or invitees thereof, includes but not limited to the Loading and Unloading Spaces, the Visitors' Parking Spaces, the Bicycle Parking Spaces, the Accessible Parking Space, the Landscaped Works, the vertical acoustic fins (forming part of the Noise Mitigation Measures), the sound absorption materials (forming part of the Noise Mitigation Measures), the noise reducers (forming part of the Noise Mitigation Measures), flat roofs (other than those forming part of an Unit), roofs (other than those forming part of an Unit), lift machine rooms, fan rooms, water meter cabinets, pipe ducts, common green roofs (for maintenance access only), electrical meter room, inaccessible flat roof, and such of the passages, common corridors and lift lobbies, entrances, landings, entrance lobbies, air conditioning platforms, areas for gondola, structural walls, stairways, flushing and potable water pump rooms, F.S. and sprinkler pump rooms, sub-main switch rooms, telecommunication broadcasting equipment rooms, refuse storage and material recovery rooms, F.S. and sprinkler inlets, extra low voltage rooms, vent duct for emergency generator room, and such of the lifts, lift shafts, firemen's lifts, water tanks, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus and ventilation system;

- (c) the Greenery Areas (in so far as they form part of the Residential Common Areas and Facilities within Phase 2);
- (d) such other areas, apparatus, devices, systems and facilities of and in the Residential Accommodation intended for the common use and benefit of the Owners, residents or tenants of the Residential Accommodation and their bona fide guests, visitors or invitees,

which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Brown and shown with Orange Dotted Line, Dark Indigo Dotted Line and Pink Solid Line on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

but excluding such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner;

**“Residential Unit”**

shall have the meaning as defined in the Principal Deed and in this Sub-Deed.

- (2) Expressions used in this Sub-Deed shall (unless otherwise specifically defined or re-defined herein) have the same meanings defined in the Principal Deed.
- (3) In these presents (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 and vice versa and words importing persons shall include corporations and vice versa.
- (4) References to any ordinance or statutory provisions shall include or mean any statutory amendments, modifications or re-enactments thereof from time to time being in force.

### **SECTION 3: OPERATIVE PART**

#### **1. Grant of rights to the First Owner**

The First Owner shall at all times hereafter, subject to and with the benefit of the Conditions, have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Phase 2 First Assignee the whole of Phase 2 together with the appurtenances thereto and the entire rents and profits thereof **SAVE AND EXCEPT** the Phase 2 First Assignee's Unit, the Phase 2 Common Areas and Facilities and such Units which the First Owner had disposed of together with the Undivided Shares allocated thereto and **SUBJECT TO** the rights and privileges granted to Phase 2 First Assignee by the aforesaid Assignment and **SUBJECT TO** the Principal Deed and the provisions of this Sub-Deed.

#### **2. Grant of rights to the Phase 2 First Assignee**

The Phase 2 First Assignee shall at all times hereafter, subject to and with the benefit of the Conditions and these presents, have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the Phase 2 First Assignee's Unit by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.

#### **3. Rights of all Owners**

Each Undivided Share allocated to any part of Phase 2 and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of Phase 2 shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the Second Schedule to the Principal Deed and the express covenants and provisions therein contained.

#### **4. Owners bound by covenants and restrictions**

The Owner or Owners for the time being of each Undivided Share allocated to any part of Phase 2 shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained in the Principal Deed and in the Third Schedule to the Principal Deed and such Owner shall comply with the House Rules from time to time in force so far as the same are binding on such Owner.

5. **Right to assign without reference to other Owners**

Subject to the Conditions, every Owner of Phase 2 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, 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 part or parts of the Development which may be held therewith PROVIDED THAT any such sale, assignment, mortgage, lease or licence shall be made expressly subject to and with the benefit of the Principal Deed and this Sub-Deed.

6. **Right to exclusive use not to be dealt with separately from Undivided Shares**

The right to the exclusive use, occupation and enjoyment of balcony, utility platform, garden, stairhood, flat roof or roof specifically assigned by the First Owner shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit within Phase 2 with which such balcony, utility platform, garden, stairhood, flat roof or roof is held.

7. **Phase 2 Common Areas and Facilities**

- (a) The Phase 2 Common Areas and Facilities shall form part of the Common Areas and Facilities in the Principal Deed.
- (b) The Residential Common Areas and Facilities within Phase 2 shall form part of the Residential Common Areas and Facilities in the Principal Deed.

8. **Annual budget**

For the avoidance of doubt, upon the execution of this Sub-Deed, the first section of the second part of the annual budget referred in Clause 15(b)(i) of the Principal Deed shall cover as well all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is required for the proper management of the Residential Common Areas and Facilities within Phase 2.

9. **Application of the Principal Deed**

All the covenants provisions terms stipulations and agreements and in particular the powers of the Manager contained in the Principal Deed shall in so far as the same are not inconsistent with the covenants and provisions herein contained apply and take effect and be binding on the parties hereto as if the same had been specifically set out in these presents in full.

10. **Non-enclosed Areas within Phase 2**

All covenants provisions terms stipulations and agreements contained in the Principal Deed in respect of the Non-enclosed Areas shall apply to the Non-enclosed Areas within Phase 2.

11. **Assignment of Phase 2 Common Areas and Facilities**

Upon execution of this Sub-Deed, the First Owner shall assign to the Manager free of costs or consideration the whole of the Undivided Shares allocated to the Phase 2 Common Areas and Facilities together with the Phase 2 Common Areas and Facilities subject to and with the benefit of the Conditions, the Principal Deed and this Sub-Deed. Such Undivided Shares together with the right to hold, use, occupy and enjoy the Phase 2 Common Areas and Facilities shall be held by the Manager as trustee for the benefit of all the Owners for the time being and in the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with these presents, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed under the Building Management Ordinance it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration and in which event the Manager shall assign free of costs or consideration the Undivided Shares allocated to the Phase 2 Common Areas and Facilities together with the Phase 2 Common Areas and Facilities and transfer free of costs or consideration the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners.

12. **Compliance with the Conditions**

No provisions in this Sub-Deed shall conflict with or be in breach of the Conditions and each Owner of Phase 2 (including the First Owner) shall comply with the terms and conditions of the Conditions as one of the Owners for the time being of the Lot, and the Manager shall comply with the terms and conditions of the Conditions so long as it is the manager of the Development.

13. **Chinese translation**

The First Owner shall at his own cost provide a direct translation in Chinese of this Sub-Deed and deposit a copy of this Sub-Deed and the Chinese translation in the management office within one month from the date hereof for inspection by all Owners free of costs and for taking of copies by the Owners at their expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund. In the event of any dispute arising out of the interpretation of the Chinese translation and the English version of this Sub-Deed, the English version of this Sub-Deed approved by the Director of Lands shall prevail.

14. **Plans of Phase 2 Common Areas and Facilities**

A copy of plans showing the Phase 2 Common Areas and Facilities (if and where capable of being shown on plans) certified as to their accuracy by the Authorized Person are annexed to this Sub-Deed and shall be kept at the management office and shall be available for inspection by the Owners free of charge during normal office hours.

15. **Sub-Deed binding on executors, etc.**

The covenants and provisions of this Sub-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 Residential Units within Phase 2 and the Phase 2 Common Areas and Facilities and to the Undivided Share or Shares held therewith.

**IN WITNESS** whereof the parties hereto have caused this Sub-Deed to be executed the day and year first above written.



**THE SCHEDULE**

**Allocation of Undivided Shares**

**Section 1: Summary**

	Undivided Shares
<u>Phase 2</u>	
Residential Units within Phase 2	574,910
Residential Car Parking Spaces	2,375
Residential Motor Cycle Parking Spaces	30
Phase 2 Common Areas and Facilities	550
	Total for Phase 2: 577,865

## Section 2: Allocation of Undivided Shares

### Phase 2

#### (A) Residential Units

**574,910**

Tower 8

Floor	Flat	Remarks	Undivided Shares
G/F	A2	(6)	979
	A3	(6)	881
	A5	(6)	916
1/F	A2	(1), (2)	898
	A3	(1), (2)	807
	A5	(1), (2)	848
2/F	A1	(4)	814
	A2	(1), (2)	866
	A3	(1), (2)	807
	A5	(1), (2)	808
	A6	(1), (2)	607
	B1	(2)	501
	B2	(2), (4)	1386
	B3	(1), (2)	819
	B5	(1)	590
3/F, 5/F – 12/F, 15/F – 16/F (11 storeys)	A1	(1)	815 each
	A2	(1), (2)	866 each
	A3	(1), (2)	807 each
	A5	(1), (2)	808 each
	A6	(1), (2)	607 each
	B1	(2)	501 each
	B2	(1), (2)	1382 each
	B3	(1), (2)	819 each
	B5	(1)	590 each
17/F – 19/F (3 storeys)	A1	(1)	811 each

	A2	(1), (2)	866	each
	A3	(1), (2)	807	each
	A5	(1), (2)	808	each
	A6	(1), (2)	607	each
	B1	(2)	501	each
	B2	(1), (2)	1382	each
	B3	(1), (2)	819	each
	B5	(1)	590	each
20/F	A1	(1), (4)	2071	
	A5	(1), (2)	805	
	A6	(1), (2)	607	
	B2	(1), (2), (4)	1470	
	B3	(1), (2)	819	
	B5	(1)	590	
21/F	A1	(1), (3), (5)	2128	
	A5	(1), (2)	805	
	A6	(1), (2), (5)	632	
	B2	(1), (2), (5)	1533	
	B3	(1), (2), (5)	875	
	B5	(1)	590	
		<b>Sub-total</b>	<b>126170</b>	

Tower 9

Floor	Flat	Remarks	Undivided Shares	
G/F	A1	(6)	1596	
	A2	(6)	1211	
	A5	(6)	887	
	B1	(6)	823	
	B2	(6)	836	
	B3	(6)	694	
	B6	(6)	867	
1/F	A1	(1), (2)	1476	
	A2	(1), (2)	1122	
	A5	(1)	858	
	B1	(1), (2)	756	
	B2	(1), (2)	769	
	B3	(1)	647	
	B6	(1)	840	
2/F	A1	(1), (2)	1476	
	A2	(1), (2)	1089	
	A3	(2), (4)	984	
	A5	(1)	808	
	B1	(1), (2)	756	
	B2	(1), (2)	769	
	B3	(1)	615	
	B5	(1), (2)	803	
	B6	(1)	793	
3/F, 5/F – 12/F, 15/F, 16/F (11 storeys)	A1	(1), (2)	1476	each
	A2	(1), (2)	1089	each
	A3	(1), (2)	980	each
	A5	(1)	808	each
	B1	(1), (2)	756	each
	B2	(1), (2)	769	each
	B3	(1)	615	each
	B5	(1), (2)	803	each
	B6	(1)	793	each
17/F – 19/F (3 storeys)	A1	(1), (2)	1476	each

	A2	(1), (2)	1089	each
	A3	(1), (2)	980	each
	A5	(1)	808	each
	B1	(1), (2)	756	each
	B2	(1), (2)	769	each
	B3	(1)	615	each
	B5	(1), (2)	803	each
	B6	(1)	793	each
20/F	A1	(1), (4)	1955	
	A3	(1), (2)	975	
	A5	(1)	808	
	B1	(1), (2)	764	
	B2	(1), (2)	769	
	B3	(1)	615	
	B5	(1), (2)	803	
	B6	(1)	793	
21/F	A1	(1), (3), (5)	2067	
	A3	(1), (2), (5)	1035	
	A5	(1), (5)	859	
	B1	(1), (2), (5)	831	
	B2	(1), (2), (5)	828	
	B3	(1), (5)	638	
	B5	(1), (2), (5)	831	
	B6	(1)	793	
		<b>Sub-total</b>	<b>150085</b>	

Tower 10

Floor	Flat	Remarks	Undivided Shares	
G/F	A1	(6)	1571	
	A2	(6)	1163	
	A3	(6)	1059	
	A5	(6)	846	
	B1	(6)	926	
	B6	(6)	665	
1/F	A1	(1), (2)	1478	
	A2	(1), (2)	1091	
	A3	(1), (2)	979	
	A5	(1)	808	
	B1	(1), (2)	925	
	B6	(1)	705	
2/F	A1	(1), (2)	1478	
	A2	(1), (2)	1091	
	A3	(1), (2)	979	
	A5	(1)	808	
	B1	(1), (2)	876	
	B2	(4)	783	
	B3	(4)	591	
	B5	(2), (4)	803	
	B6	(1)	594	
	3/F, 5/F – 12/F, 15/F, 16/F (11 storeys)	A1	(1), (2)	1478
A2		(1), (2)	1091	each
A3		(1), (2)	979	each
A5		(1)	808	each
B1		(1), (2)	874	each
B2		(1), (2)	785	each
B3		(1)	590	each
B5		(1), (2)	804	each
B6		(1)	594	each
17/F – 19/F (3 storeys)	A1	(1), (2)	1478	each
	A2	(1), (2)	1091	each
	A3	(1), (2)	979	each

	A5	(1)	808	each
	B1	(1), (2)	871	each
	B2	(1), (2)	781	each
	B3	(1)	590	each
	B5	(1), (2)	804	each
	B6	(1)	591	each
20/F	A1	(1), (4)	2004	
	A3	(1), (2)	977	
	A5	(1)	808	
	B1	(1), (2)	826	
	B2	(1), (2)	781	
	B3	(1)	590	
	B5	(1), (2)	804	
	B6	(1)	591	
21/F	A1	(1), (3), (5)	2116	
	A3	(1), (2), (5)	1058	
	A5	(1), (5)	866	
	B1	(1), (2), (5)	876	
	B2	(1), (2), (5)	819	
	B3	(1), (5)	620	
	B5	(1), (2), (5)	854	
	B6	(1)	591	
		<b>Sub-total</b>	<b>147412</b>	

Tower 11

Floor	Flat	Remarks	Undivided Shares	
G/F	A1	(6)	1551	
	B1	(6)	933	
	B2	(6)	845	
	B3	(6)	651	
1/F	A1	(1), (2)	1507	
	B1	(1), (2)	873	
	B2	(1), (2)	783	
	B3	(1)	626	
2/F	A1	(1), (2)	1466	
	A2	(1), (2)	1088	
	A3	(1), (2), (4)	1415	
	A5	(1)	907	
	B1	(1), (2)	873	
	B2	(1), (2)	783	
	B3	(1)	591	
	B5	(1), (2)	799	
	B6	(1)	587	
3/F, 5/F – 12/F, 15/F, 16/F (11 storeys)	A1	(1), (2)	1466	each
	A2	(1), (2)	1088	each
	A3	(1), (2)	1391	each
	A5	(1)	907	each
	B1	(1), (2)	873	each
	B2	(1), (2)	783	each
	B3	(1)	591	each
	B5	(1), (2)	799	each
	B6	(1)	587	each
17/F – 19/F (3 storeys)	A1	(1), (2)	1466	each
	A2	(1), (2)	1088	each
	A3	(1), (2)	1391	each
	A5	(1)	907	each
	B1	(1), (2)	870	each
	B2	(1), (2)	783	each
	B3	(1)	591	each



	B5	(1), (2)	799	each
	B6	(1)	587	each
20/F	A1	(1), (4)	1991	
	A3	(1), (2)	1389	
	A5	(1)	907	
	B1	(1), (2)	825	
	B2	(1), (2)	783	
	B3	(1)	591	
	B5	(1), (2)	799	
	B6	(1)	587	
	21/F	A1	(1), (3), (5)	2100
A3		(1), (2), (5)	1481	
A5		(1), (5)	972	
B1		(1), (2), (5)	878	
B2		(1), (2), (5)	825	
B3		(1), (5)	623	
B5		(1), (2), (5)	846	
B6		(1)	587	
			<b>Sub-total</b>	<b>151243</b>

Remarks: There is no Tower 4 in the Development. There is no 4/F, 13/F and 14/F in all Towers.

For all Towers

Note (1): means including the balcony pertaining thereto.

Note (2): means including the utility platform pertaining thereto.

Note (3): means including the stairhood pertaining thereto.

Note (4): means including the flat roof(s).

Note (5): means including the roof(s).

Note (6): means including the garden(s) pertaining thereto.

**(B) Residential Car Parking Spaces**

Unit	Undivided Shares
95 Residential Car Parking Spaces	25 each
Sub-total:	2,375

**(C) Residential Motor Cycle Parking Spaces**

Unit	Undivided Shares
6 Residential Motor Cycle Parking Spaces	5 each
Sub-total:	30

**(D) Phase 2 Common Areas and Facilities** 550 Undivided Shares

Total Undivided Shares of Phase 2 of the Development : 577,865  
=====

**The First Owner**

**EXECUTED** as a deed and **SEALED** )  
with the Common Seal of the **First** )  
**Owner** in accordance with the articles of )  
association and **SIGNED** by )  
)  
)  
)  
)  
duly authorised by a board resolution of )  
its directors whose signature(s) is/are )  
verified by:- )

**Phase 2 First Assignee**

[Where the Phase 2 First Assignee is an individual(s)]

**SIGNED, SEALED and DELIVERED** )  
by the **Phase 2 First Assignee** (Holder(s) )  
of [ ] in the presence of:- )

**INTERPRETED** to the Phase 2 First Assignee by:-

[OR where the Phase 2 First Assignee adopts common seal]

**EXECUTED** as a deed and **SEALED** )  
with the Common Seal of the **Phase 2** )  
**First Assignee** in accordance with the )  
articles of association and **SIGNED** by )  
)  
)  
)  
)  
duly authorised by a board resolution of )  
its directors [in the presence of / whose )  
signature(s) is/are verified by]:- )

[OR where the Phase 2 First Assignee does not adopt common seal]

**SIGNED** as a deed by )  
)  
)  
)  
duly authorized for and on behalf of the )  
**Phase 2 First Assignee** in the presence )  
of:- )

**The DMC Manager**

**EXECUTED** as a deed and **SEALED** )  
with the Common Seal of the **DMC** )  
**Manager** in accordance with the articles )  
of association and **SIGNED** by )  
)  
)  
)  
)  
duly authorised by a board resolution of )  
its directors whose signature(s) is/are )  
verified by :- )