

12/20
A.C. Plans

Dated the 17th day of November 2016

BRIGHT STRONG LIMITED

and



and

SUPREME MANAGEMENT SERVICES LIMITED

**DEED OF MUTUAL COVENANT AND
MANAGEMENT AGREEMENT**

OF

**THE REMAINING PORTION OF LOT NO.1927 IN
DEMARCATON DISTRICT NO.107
(PARK VISTA DEVELOPMENT)**

**MAYER • BROWN
JSM**

WKWC/AFK/12402274
(approved on 20161114)

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SECTION 1: PARTIES AND RECITALS

THIS DEED is made the 17th day of November 2016

BETWEEN

- (1) **BRIGHT STRONG LIMITED (輝強有限公司)** 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) [REDACTED] ([REDACTED]) of Flat [REDACTED], [REDACTED] Floor, Tower [REDACTED], Park Vista 1A, Phase 1A of Park Vista Development, Yuen Long, New Territories, Hong Kong (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) **SUPREME MANAGEMENT SERVICES LIMITED (超卓管理服務有限公司)** whose registered office is situate at 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (hereinafter called the “**DMC Manager**” which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part.

WHEREAS:-

- (A) Immediately prior to the Assignment to the First Assignee hereinafter referred to the First Owner is the registered owner and is in possession of the **Lot** (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 12th day of August 2011.
- (B) The First Owner has developed and is in the course of developing the Lot in accordance with the **Government Grant**, the **Building Plans**, the **Master Layout Plan** and the **Landscape Master Plan** (all as hereinafter defined). The **Development** (as hereinafter defined) comprises (inter alia) of a number of residential units, commercial units, car parking spaces, motor cycle parking spaces, loading and unloading spaces and recreational and communal areas and facilities. The Development includes or shall include a number of phases and the construction of **Phase 1A** (as hereinafter defined) has been completed .
- (C) For the purposes of sale, the Lot and the Development have been notionally divided into 4,064,374th 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 1,139 equal undivided 4,064,374th parts or shares of and in the Lot and the Development together with the sole and exclusive right to hold use occupy and enjoy All Those premises known as Flat [REDACTED] on the [REDACTED] Floor (including the balcony thereof) of Tower [REDACTED] of Park Vista 1A of Phase 1A of Development (the “**First Assignee’s Unit**”) subject to and with the benefit of the Government Grant.

- (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 its approval to this Deed in accordance with Special Condition No. (32)(a) of the Government Grant.

NOW THIS DEED WITNESSETH as follows:-

SECTION 2: DEFINITIONS

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

“Authorized Person”

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

“Building Plans”

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

“Bicycle Parking Space”

means any of the parking spaces as required under Special Condition No. (36)(e) of the Government Grant and intended for the parking of bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees;

“Brown Areas”

means areas referred to as “the Brown Areas” in Special Condition No. (64)(a) of the Government Grant and shown coloured Brown on PLAN A annexed thereto together with such associated street furniture, traffic aids, street lighting, sewers, drains, channels, catchpits, culverts and other structures constructed or to be constructed over and along the Brown Areas;

“Carpark Areas”

means such spaces, car ports or areas provided or to be provided within the Lot the use of which is or will be set aside or reserved for the parking of private cars, motor vehicles and motor cycles belonging to the residents or occupiers of the Development and their bona fide guests, visitors or invitees, ramps, driveways and any other ancillary spaces or areas which are shown on the car park layout plans approved by the Director of Lands including any approved amendments thereto;

“Carpark Common Areas and Facilities”

means and includes:-

- (a) in so far as they are within Phase 1A, (upon the assignment as referred under Clause 7(f)(ii) of this Deed in respect of Phase 1B) within Phase 1B and/or (upon the assignment as referred under Clause 7(f)(ii) of this Deed in respect of Phase 1C) within Phase 1C:-

- (i) all the driveways, passages, ramps, permanent artificial lighting at staircases and the backup automatic activated emergency lighting system; and
- (ii) such other areas, apparatus, devices, systems and facilities of and in the Carpark Areas intended for the common use and benefit of the Owners, occupiers or licensees of the Parking Spaces and their bona fide guests, visitors, tenants, servants, agents, licensees or invitees,

which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Grey on the plans certified by the Authorized Person and annexed hereto; and

- (b) such other areas, apparatus, devices, systems and facilities of and in the Carpark Areas as may from time to time be designated as the Carpark Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s) or any other deed(s)

but excluding:-

- (i) the Parking Spaces;
- (ii) the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Commercial Common Areas and Facilities; and
- (iii) 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 Rules”

means the rules and regulations as the Manager may from time to time make or implement (with the approval of the Owners’ Committee, if and when it is formed) governing the Carpark Areas and the Parking Spaces;

“Certificate of Compliance”

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

“Club House”

means the premises comprising, inter alia, the swimming pools (including the indoor swimming pool, outdoor swimming pool, aroma pool, sauna, steam room, filtration plant room, changing rooms and lavatories), aerobics room, fitness room, weight training room, exercise room, landscape garden, gymnasium, sitting area, indoor sports hall, children’s play areas, table tennis room, indoor golf, library, study room, pantry, food store, game rooms, function rooms, bar, lounge, entrance foyer, entrance lobby, air-conditioning

plant rooms and equipment, lifts and such other areas and facilities as are now or from time to time designated by the First Owner;

“Club Rules”

means such rules and regulations as the Manager may from time to time make or implement (with the approval of the Owners’ Committee, if and when it is formed) with specific application to the Club House and the use and enjoyment thereof;

“Commercial Accommodation”

means such parts on the Ground floor and the 1st Floor of Phase 1B for use as shops, commercial, retail or other non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes in accordance with the Building Plans including the external walls thereof, comprising the Commercial Units and the Commercial Common Areas and Facilities;

“Commercial Car Parking Space”

means any of the parking spaces as required under Special Condition No. (36)(b) of the Government Grant and intended for the parking of motor vehicles belonging to the occupiers of the Commercial Accommodation or any part thereof and their bona fide guests, visitors or invitees;

“Commercial Common Areas and Facilities”

means and includes:-

- (a) in so far as they are within Phase 1B and upon the assignment as referred under Clause 7(f)(ii) of this Deed in respect of Phase 1B:-
 - (i) the external walls of such parts of the Commercial Accommodation which are (in so far as they are capable of being shown on plan) for the purposes of identification only shown and coloured Indigo on the elevation plans certified by the Authorized Person as annexed hereto;
 - (ii) (A) the Commercial Loading and Unloading Spaces, air handling unit rooms, primary air unit rooms, flushing water pump and tank rooms, potable water pump rooms, electrical rooms, telecommunication broadcasting equipment room, lavatories, permanent artificial lighting at staircases and the backup automatic activated emergency lighting system; and
 - (B) such other areas, apparatus, devices, systems and facilities of and in the Commercial Accommodation intended for the common use and benefit of the Owners, occupiers or licensees of the Commercial Accommodation and their bona fide guests, visitors, tenants, servants, agents, licensees or invitees,

which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Indigo on the plans certified by the Authorized Person and annexed hereto; and

- (b) such other areas, apparatus, devices, systems and facilities of and in the Commercial Accommodation as may from time to time be designated as the Commercial Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s) or any other deed(s)

but excluding:-

- (i) the Development Common Areas and Facilities, the Carpark Common Areas and Facilities, the Residential 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;

“Commercial Loading and Unloading Space”

means any of the loading and unloading spaces as required under Special Condition No. (37)(a)(ii) of the Government Grant and intended for the loading and unloading of goods vehicles in connection with the Commercial Accommodation or any part thereof;

“Commercial Motor Cycle Parking Space”

means any of the parking spaces as required under Special Condition No. (36)(d)(i)(II) of the Government Grant and intended for the parking of motor cycles belonging to the occupiers of the building or buildings erected or to be erected on the Lot to be used for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes and their bona fide guests, visitors or invitees;

“Commercial Unit”

means a unit in the Commercial Accommodation for use as shop, commercial, retail or other non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes to which Undivided Shares have been or will be allocated and shall include the Kindergarten;

“Common Areas and Facilities”

means collectively the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Carpark Common Areas and Facilities, the Commercial 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);

“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;

“Decks over the Drainage Reserve”

means the decks and supports over the drainage channels erected or to be erected on the Drainage Reserve referred to as “the Decks” in Special Condition No. (14) of the Government Grant;

“Deed of Grant”

means the Deed of Grant dated 5th November 2015 in respect of portion of The Remaining Portion of Sub-section 4 of Section C of Lot No. 1743 in Demarcation District No. 107 and registered in the Land Registry by Memorial No.15112702150012 under which the Owners of the Lot are granted the right of laying of utilities in that portion of The Remaining Portion of Sub-section 4 of Section C of Lot No.1743 in Demarcation District No.107 that serve exclusively the Development;

“Development”

means the whole of the development erected or to be erected on the Lot in accordance with the Government Grant and the Building Plans comprising the Residential Accommodation, the Commercial Accommodation, the Carpark Areas and the Common Areas and Facilities and known as “PARK VISTA DEVELOPMENT (峻巒發展項目)”;

“Development Common Areas and Facilities”

means and includes:-

- (a) in so far as they are within Phase 1A, (upon the relevant assignment as referred under Clause 7(f)(ii) of this Deed in respect of Phase 1B) within Phase 1B, (upon the relevant assignment as referred under Clause 7(f)(ii) of this Deed in respect of Phase 1C) within Phase 1C and/or (upon the relevant assignment as referred under Clause 7(f)(ii) of this Deed in respect of Phase 1C) within Site V:-
 - (i) the Decks over the Drainage Reserve, the Existing Tracks, the Internal Access Road, the New Tracks, Site V, the Transport Terminus, the Wetland within the Lot;
 - (ii) other parts of Phase 1A, Phase 1B, Phase 1C and Site V which are intended for common use and benefit of the Development including but not limited to the external walls, the emergency vehicular access, loading and unloading spaces (excluding the Residential Loading and Unloading Spaces and Commercial Loading and Unloading Spaces), passages, entrances, walkways, stairways, landings, platforms, boundary fence walls, lobbies, Greenery Areas (in so far as the same are within the

Development Common Areas and Facilities), the space for the loading and unloading of refuse collection vehicles, service areas, driveways, roadways and pavements, ramps, chiller plant rooms, drainage connection, electrical rooms, extra low voltage rooms, emergency generator room, fire services control rooms, fire services water pump rooms, fan rooms, fuel tank rooms, generator rooms, intake shafts, main switch rooms, master water meter rooms, pipe ducts for underground utilities lead-in, refuse collection & material recovery chamber, refuse room, sewage pump room, sprinkler pump rooms, street fire hydrant pump room, telecommunication broadcasting equipment room, town gas kiosks, transformer room, transformer room intake shaft, transport terminus intake shaft, store rooms, landscaped areas, water features, planters and such of the drains, channels, water mains, sewers, 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;

- (iii) to the extent not specifically provided in sub-paragraphs (i) and (ii) above, such other parts of Phase 1A, Phase 1B, Phase 1C and Site V:-
 - (A) covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344); and/or
 - (B) fall within the categories as 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);

which are (insofar as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Green on the plans certified by the Authorized Person and annexed hereto; and

- (b) such other areas, apparatus, devices, systems and facilities of and in the Lot and the Development as may from time to time be designated as the Development Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s) or any other deed(s)

but excluding:-

- (i) the Residential Common Areas and Facilities, the Carpark Common Areas and Facilities, the Commercial 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.

“Diverted Tracks”

means, when formed, those parts of the Existing Track as varied and diverted pursuant to a Consent Letter dated 1 June 2015 and registered in the Land Registry by Memorial No. 15061102490030 and referred to as the “Diverted Tracks” therein and as marked on PLAN No. YLM8646d annexed thereto;

“DMC Manager”

means the person who is specified in this Deed to manage the Development i.e. Supreme Management Services Limited;

“Drainage Reserve”

means the areas referred to as “the Drainage Reserve” in Special Condition No (14)(a) of the Government Grant and shown coloured pink circled black, pink circled black hatched blue, pink circled black hatched red, pink circled black edged red and pink circled black edged red hatched blue on PLAN I annexed to the Government Grant;

“Existing Tracks”

means the existing tracks and access roads referred to as “the Existing Track” in Special Condition No. (9) of the Government Grant and as marked on PLAN I annexed to the Government Grant, which may be varied and diverted in accordance with Special Condition No. (9) of the Government Grant;

“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 set out in the Fifth Schedule hereto 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;

“First Owner’s Premises”

means any part or parts of the Land and the Development owned by the First Owner the sole and exclusive right to the use enjoyment and occupation of which have not been assigned or otherwise disposed of to an Owner or the Manager;

“Fixed Windows”

means the fixed windows of the Residential Units which are stipulated under the noise impact assessment report as noise mitigation measures and are for identification purpose only each shown marked with Dashed Red Line on the plans annexed hereto;

“Government”

means the Government of Hong Kong;

“Government Grant”

means the documents of title setting forth the rights and entitlements granted by the Government to the First Owner in respect of Lot No.1927 in Demarcation District No.107, namely New Grant No. 21263 as varied or modified by:-

- (a) a Modification Letter dated 1 June 2015 and registered in the Land Registry by Memorial No. 15061102490020;
- (b) a Consent Letter dated 1 June 2015 and registered in the Land Registry by Memorial No. 15061102490030; and
- (c) a Consent Letter dated 1 June 2015 and registered in the Land Registry by Memorial No. 15061102490049

under which the First Owner is entitled to a Government lease for a term commencing from the 12th day of August 2011 for 50 years and shall include any subsequent extensions or modifications thereto or renewals thereof;

“Green Area”

means the portion of future public road referred to as “the Green Area” in Special Condition No. (5)(a)(I) of the Government Grant and shown coloured Green on PLAN I annexed thereto together with such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures provided or to be provided therein in accordance with Special Condition No. (5)(a)(II) of the Government Grant;

“Greenery Areas”

means the greenery areas and water features which are for identification purpose shown coloured Violet on the Greenery Areas 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”

means 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 and Carpark Rules;

“Internal Access Road”

means the internal access road within the Lot referred to as “the Internal Access Road” in Special Condition No. (13)(a) of the Government Grant;

“Kindergarten”

means the kindergarten referred to as “Kindergarten” in Special Condition No. (26) of the Government Grant constructed and provided within the Commercial Accommodation;

“Landscape Master Plan”

means the landscape master plan indicating the landscaping proposals for the Lot and including any amendments thereto approved by the Director of Lands pursuant to Special Condition No. (19)(a) of the Government Grant;

“Lot”

means all that piece or parcel of ground registered in the Land Registry as The Remaining Portion of Lot No.1927 in Demarcation District No.107;

“Manager”

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

“Maintenance Manual for the Works and Installations”

means the maintenance manual for the Works and Installations as mentioned in Clause 76 of Section 10 as may from time to time be amended or revised in accordance with the provisions of this Deed;

“Master Layout Plan”

means the Master Layout Plan including any amendments thereto or substitution thereof referred to under Special Condition No. (18) of the Government Grant;

“New Tracks”

means collectively the Diverted Tracks when formed together with the remaining parts of the Existing Track not having been varied or diverted pursuant to a Consent Letter dated 1 June 2015 and registered in the Land Registry by Memorial No. 15061102490030 and referred to as “the New Tracks” therein;

“Non-enclosed Areas”

means collectively:-

- (a) the balconies and the covered areas beneath the balconies which are for the purposes of identification only shown coloured Orange on the plans certified by the Authorized Person and annexed hereto; and
- (b) the utility platforms and the covered areas beneath the utility platforms of the Residential Units which are for the purposes of identification only shown coloured Violet 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);

“Parking Space”

means any of the Residential Motor Cycle Parking Spaces, the Commercial Motor Cycle Parking Spaces, the Commercial Car Parking Spaces and the Residential Car Parking Spaces within the Carpark Areas, to which a specific number of Undivided Share is allocated or sub-allocated in accordance with this Deed or any Sub-Deed(s) or any other deed(s) and is intended for separate and exclusive use, possession and occupation by the Owner thereof;

“Party Wall”

means an internal non-structural wall which divides two Residential Units;

“Phase 1A”

comprises Towers 9, 10 and 11 (which Towers for the purpose of property description of the Residential Units therein are further divided into Tower 9A,

Tower 9B, Tower 10A, Tower 10B, Tower 11A and Tower 11B respectively), podium floors, 94 Residential Car Parking Spaces and 9 Residential Motor Cycle Parking Spaces which are for the purpose of identification shown coloured Cyan on the phasing plan certified as to their accuracy by the Authorized Person and annexed hereto;

“Phase 1B”

comprises Towers 2, 3, 5, 6 and 7 (which Towers for the purpose of property description of the Residential Units therein are further divided into Tower 2A, Tower 2B, Tower 3A, Tower 3B, Tower 5A, Tower 5B, Tower 6A, Tower 6B, Tower 7A and Tower 7B respectively), podium floors, 147 Residential Car Parking Spaces, 15 Residential Motor Cycle Parking Spaces, 35 Commercial Car Parking Spaces, 4 Commercial Motor Cycle Parking Spaces and the Commercial Accommodation which are for the purpose of identification shown coloured Pink on the phasing plan certified as to their accuracy by the Authorized Person and annexed hereto;

“Phase 1C”

comprises Tower 1 (which for the purpose of property description of the Residential Units therein is further divided into Tower 1A and Tower 1B respectively), podium floors, 29 Residential Car Parking Spaces and 3 Residential Motor Cycle Parking Spaces which are for the purpose of identification shown coloured Light Green on the phasing plan certified as to their accuracy by the Authorized Person and annexed hereto;

“Recreational Areas and Facilities”

means and includes the Club House and such recreational areas and facilities and other landscaped areas, gardens, planters, lawns and such other recreational areas and facilities as are now constructed or from time to time to be constructed by the First Owner and designed for such purposes as may be designated by the First Owner;

“Residential Accommodation”

means such part of the Development constructed or to be constructed for residential purposes in accordance with the Building Plans;

“Residential Car Parking Space”

means any of the parking spaces as required under Special Condition No. (36)(a)(i) of the Government Grant 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 Common Areas and Facilities”

means and includes:-

- (a) in so far as they are within Phase 1A, (upon the assignment as referred

under Clause 7(f)(ii) of this Deed in respect of Phase 1B) within Phase 1B and/or (upon the assignment as referred under Clause 7(f)(ii) of this Deed in respect of Phase 1C) within Phase 1C:-

- (i) the curtain walls (excluding all windows forming part of the Residential Units), external walls, architectural fin noise barriers, reinforced concrete parapet wall acting as noise barrier and surfaces of the Residential Accommodation;
- (ii) the Recreational Areas and Facilities, the Visitor Parking Spaces, the Bicycle Parking Spaces, the Residential Loading and Unloading Spaces, the acoustic fins, covered landscape areas, and such of the passages, common corridors and lift lobbies (including widened common corridors and lift lobbies for the purposes of identification only as shown coloured Yellow Stippled Black on the plans annexed hereto), entrances, landings, halls, entrance lobbies, caretaker rooms, Greenery Areas (in so far as they same are within the Residential Common Areas and Facilities), guard houses, horizontal screens/trellis, structural walls, stairways, air handling unit rooms, air conditioning platforms, cleaning water plant rooms, communal television and radio aerial systems for reception of television and radio broadcast, telecommunications and broadcasting distribution networks, electrical cabinet, electrical ducts, electrical rooms, electrical meter cabinet, electrical rooms, extra low voltage ducts, emergency generator rooms, fire services & sprinkler pump room, fire services control rooms, fire services pump rooms, fire services riser ducts, fire services water pump and tank rooms, fan rooms, filtration plants rooms, flushing water pump rooms, office for Owners' Committee (if any) or Owners' Corporation (when formed), pipe ducts, potable and flushing water pump rooms, refuse storage and material recovery rooms, sprinkler control valve rooms, sprinkler pump rooms, sprinkler pump and water tank rooms, switch rooms, telecommunication broadcasting equipment rooms, telecommunication ducts, transformer rooms, variable refrigerant volume rooms, water meter cabinet, store rooms, common flat roofs, roofs and flat roofs not forming parts of Residential Units, meter rooms and meter spaces and roof thereof and such of the lifts, lift shafts, firemen's lifts, 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, ventilation system, permanent artificial lighting at staircases and the backup automatic activated emergency lighting system;

and

- (iii) such other areas, apparatus, devices, systems and facilities of and in the Residential Accommodation within Phase 1A, Phase 1B and/or Phase 1C 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 Yellow and Yellow Stippled Black on the plans certified by the Authorized Person and annexed hereto; and

- (b) such other areas, apparatus, devices, systems and facilities of and in the Residential Accommodation as may from time to time be designated as the Residential Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s) or any other deed(s)

but excluding:-

- (i) the Development Common Areas and Facilities, the Carpark Common Areas and Facilities, the Commercial 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 Loading and Unloading Space”

means any of the loading and unloading spaces as required under Special Condition No. (37)(a)(i) of the Government Grant and intended for the loading and unloading of goods vehicles in connection with the Residential Accommodation or any part thereof;

“Residential Motor Cycle Parking Space”

means any of the parking spaces as required under Special Condition No. (36)(d)(i)(I) of the Government Grant 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 Tower”

means any of the towers in the Residential Accommodation;

“Residential Unit”

means a unit (including, inter alia, (if any) windows, balcony, utility platform, stairhood, flat roof and roof) in the Residential Accommodation to which Undivided Shares have been or will be allocated;

“Shuttle Bus Service”

means the shuttle bus service operated between the Development and such destinations as the Manager shall deem appropriate;

“Site V”

means the portion of the Development Common Areas and Facilities which is for the purpose of identification shown coloured Green and marked “SITE V” on the phasing plan certified as to their accuracy by the Authorized Person and annexed hereto;

“Slope Maintenance Manual”

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

“Slope Structures”

means all slopes, slope treatment works, earth retaining structures, retaining walls and other related structures within or outside the Lot and the Development as required by the Government Grant or this Deed to be maintained by the Owners which are for the purposes of identification only shown coloured Brown on the slope and retaining wall plan(s) of a scale of not less than 1:500 certified by the Authorized Person and annexed hereto;

“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;

“Transport Terminus”

means the transport terminus with ancillary facilities referred as “the Transport Terminus” in Special Condition No. (27)(a) of the Government Grant;

“Undivided Shares”

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

“Unit”

means a Residential Unit, a Commercial Unit or a Parking Space or any part or parts of the Development in respect of which a specific number of Undivided Share is allocated or sub-allocated in accordance with this Deed or any Sub-Deed(s) or any other deed(s) and is intended for separate and exclusive use, possession and occupation by the Owner thereof;

“Visitor Parking Space”

means any of the parking spaces as required under Special Condition No. (36)(a)(iii) of the Government Grant and intended for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of residents of the Residential Units;

“Wetland Management Agreement”

means the Wetland Management Agreement dated 5th November 2015 in respect of the management and maintenance of an ecological enhancement area (Sha Po Marsh in the north of Sha Po Tsuen Road) comprising:-

- (a) portion of Section A of Lot No.1927 in Demarcation District No.107;
- (b) the Wetland within the Lot;
- (c) portion of The Remaining Portion of Sub-section 7 of Section B of Lot No. 1744 in Demarcation District No.107; and
- (d) portion of The Remaining Portion of Sub-section 4 of Section C of Lot No. 1743 in Demarcation District No.107

according to the Habitat Creation and Management Plan and the Wetland Master Plan (Phase 1) (both approved by Agriculture, Fisheries and Conservation Department and include any amendments thereto from time to time approved by Agriculture, Fisheries and Conservation Department) and the contribution to the costs for management and maintenance of the same by the owners of the above lots and shall include such amendments, supplements, extensions or variations to such Wetland Management Agreement as may from time to time be entered into between the relevant parties;

“Wetland within the Lot”

means collectively:-

- (a) portion of “the Wetland” as referred to in Special Condition No.(10)(a) of the Government Grant being the respective areas shown coloured pink stippled black, pink stippled black hatched blue and pink stippled black hatched red on PLAN I annexed to the Government Grant in so far as the same are within the Lot, which are for the purposes of identification only shown coloured Green Stippled Black on the Wetland plan certified by the Authorized Person and annexed hereto; and
- (b) portions of ecological enhancement area within the Lot (other than the

areas referred to in paragraph (a) above), which are for the purposes of identification only coloured Green Hatched Black on the Wetland plan certified by the Authorized Person and annexed hereto;

“window”

in relation to any Residential Unit, means:-

- (a) any louvres and openable window of a Residential Unit;
- (b) any Fixed Window of a Residential Unit;

together with all the glass of windows (in case of doubled glazed glass, the whole thereof), window frames thereof (if any), sealant, hinges and all related fixing and ironmongery, and “**windows**” shall be construed accordingly;

“Works and Installations”

shall 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 76 of this Deed;

“Yellow Area”

means the area referred to as “the Yellow Area” in Special Condition No. (12) of the Government Grant and shown coloured Yellow on PLAN I annexed to the Government Grant; and

“Yellow Stippled Black Areas”

means the areas referred to as “the Yellow Stippled Black Areas” in Special Condition No. (65)(a) of the Government Grant and shown coloured Yellow Stippled Black on PLAN A annexed to the Government Grant.

- (2) 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.
- (3) 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: 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 Government Grant, 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 Government Grant 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. Right to assign without reference to other Owners

Subject to the Government Grant, 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,

leased or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED THAT the provisions of this Clause shall not extend to leases or tenancies the terms of which shall not exceed ten (10) years.

- (b) The right to the exclusive use, occupation and enjoyment of balcony, utility platform, 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 Unit with which such balcony, utility platform, 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 all persons having the 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 guests, visitors, tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with all persons having the like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(c) Rights of Owner of Parking Space

Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Parking Space together with his guests, visitors, tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with all persons having the 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 of Owner of Commercial Unit

Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Commercial Unit together with his guests, visitors, tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with all persons having the like rights) to go pass and repass over and along and to use the Commercial Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(e) 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, the rights of the Manager and the House Rules.

(f) 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 Common Areas and Facilities together with the Common Areas and Facilities subject to and with the benefit of the Government Grant and this Deed.
- (ii) The First Owner shall assign to the Manager free of costs or consideration (A) the Undivided Shares allocated to the Common Areas and Facilities within Phase 1B and/or Phase 1C (as the case may be); together with (B) the Common Areas and Facilities within Phase 1B and/or Phase 1C (as the case may be) subject to and with the benefit of the Government Grant and this Deed, upon the issuance of the Consent of Assign or Certificate of Compliance, *whichever is the earlier*, in respect of Phase 1B and/or Phase 1C (as the case may be) PROVIDED THAT the First Owner shall assign the Undivided Shares allocated to Site V together with Site V at the same time as the assignment in respect of the Common Areas and Facilities within Phase 1C as aforesaid.
- (iii) Such Undivided Shares together with the right to hold, use, occupy and enjoy the 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 Common Areas and Facilities together with the 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.

(g) Designation of Undivided Shares reserved to the remaining Phase(s) by the First Owner

Upon completion of the whole Development all those Undivided Shares reserved to the remaining Phase(s) under this Deed which shall not have been allocated to the remaining Phase(s) 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 the whole of the Undivided Shares in respect of such parts of the Common Areas and Facilities so designated together with such parts of the Common Areas

and Facilities so designated to be held by the Manager as trustee for the benefit of all the Owners for the time being.

(h) Obligations of the First Owner in respect of the Development

In the event that the First Owner obtains Consent to Assign in respect of any part of the Development, the First Owner shall at its own expense provide temporary noise abatement and dust protection measures within the Development in relation to such part of the Development, the subject of such Consent to Assign, until completion of the whole Development but not further or otherwise. This provision shall not apply to any Consent to Assign in respect of the part of the Development within the final phase of the Development.

SECTION 4: ADDITIONAL RIGHTS OF THE FIRST OWNER

8. Additional rights of First Owner

The First Owner 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 Master Layout Plan, the Landscape Master Plan or the Building Plans, the right to determine or change or alter the number of Residential Tower, the number of Parking Spaces or the number of Commercial Units and/or other accommodations to be included, constructed or erected in the subsequent Phase(s), the right to determine or change or alter the phasing of the subsequent Phase(s), the right to change or alter the location and/or the areas and/or users of the Residential Accommodation, the Commercial Accommodation or the Carpark Areas or other part or parts of the Development, 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 Government Grant

PROVIDED THAT:-

- (i) the above right(s) shall only be exercised in respect of the First Owner's Premises; and
- (ii) the exercise of the above right(s) shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit.

(b) To modify Government Grant, etc.

Subject to the approval of the Owners at an Owners' meeting convened under this Deed, the right to apply to, negotiate and agree with the Government to amend, vary or modify the Government Grant or any conditions thereof, the right to procure 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 and the right to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner, and without limiting the generality of the foregoing the amendment, variation or modification of the Government Grant may include:

- (1) amending, replacing or addition of any plan annexed or to be annexed to the Government Grant;
- (2) altering or varying the permitted use or density of development of any part or parts of the Development;

- (3) altering or varying the number or ratio of car parking spaces as prescribed by the Government Grant; or
- (4) conferring on or excepting and reserving unto the Government the right to require any variation or modification to any part of the Lot and the Development and/or the right to grant to any owner and his successors and assigns of any adjoining or neighbouring land or any land adjoining or connected to any adjoining or neighbouring land whether by any private or public roads or passageways or otherwise the right to pass, repass, on, along, over or through the Lot and the Development with or without vehicles for access to or otherwise for the proper use and enjoyment of such land(s) subject to such terms and conditions as the Government may deem appropriate;

PROVIDED THAT:-

- (i) the above right(s) shall only be exercised in respect of the First Owner's Premises;
 - (ii) the exercise of the above right(s) shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit; and
 - (iii) any benefit, concession or compensation (whether monetary or otherwise) acquired as a result of such exercise of the above right(s) shall be accrued to all Owners and any money received shall be credited to the Special Fund.
- (c) To deal with Undivided Shares

Subject to and with the benefit of the Government Grant, this Deed and any Sub-Deeds, 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 of the First Owner's Premises.

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

The right to enter into and upon the First Owner's Premises with all necessary equipment, plant and materials for the purposes of completing 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 above right 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 First Owner's Premises that the Owners, their servants, agents or licensees may or may not use while such works are being carried out but the First Owner shall cause as little disturbance as reasonably possible to the Owners and shall not affect the Owners' use occupation and enjoyment of or prevent the access to or egress from their Units 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 Master Layout Plan, the Landscape Master Plan and the Building Plans

PROVIDED THAT:-

- (i) the exercise of the above right(s) shall not contravene the terms and conditions of the Government Grant or any of the laws and regulations for the time being in force in Hong Kong;
- (ii) the exercise of the above right(s) shall not interfere with an Owner's exclusive right to hold, use and occupy his Unit or impede or restrict the access to and from his Unit; and
- (iii) any damages resulting from such buildings and operations shall be made good by the First Owner at its expense.

(f) To change user

Subject to the approval of the relevant Government authorities (if required), the Government Grant, this Deed and any Sub-Deeds, the right to change the user of the First Owner's Premises PROVIDED THAT the exercise of the above right(s) shall not interfere with an Owner's exclusive right to hold, use and occupy his Unit or impede or restrict the access to and from his Unit.

(g) To affix fixtures, structures, facilities, etc.

The right to affix, install, maintain, alter, renew and remove any one or more masts, aerials, antennae, satellite dish, cables, telecommunication system, lightning conductors, lighting, chimneys, flues, pipes or any other structures or facilities on or within any part or parts of the Common Areas and Facilities and the First Owner's Premises

PROVIDED THAT:-

- (i) the exercise of the above right(s) shall not interfere with the use and enjoyment by other Owners and occupiers of the Units owned or occupied by them;
- (ii) where any such mast, aerial, antennae, satellite dish (if any), cables, telecommunication system (if any), lightning conductors, lighting, chimneys, flues, pipes or any other structures or facilities are located within the Common Areas and Facilities,
 - (A) the exercise of the above right(s) shall be subject to the prior written approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed;
 - (B) they shall be for the common use and enjoyment of those Owners entitled to use such Common Areas and Facilities; and

(C) any consideration received therefor shall be credited to the Special Fund; and

(iii) the exercise of the above right(s) shall not interfere with an Owners' right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit.

(h) To change name of Development

The right to change the name of the Development, any Phase or part thereof, the Commercial Accommodation or part thereof, 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 approval of the Owners at an Owners' meeting convened under this Deed, the right to dedicate to the public the First Owner's Premises for the purposes of passage with or without vehicles PROVIDED THAT the exercise of the above right(s) shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit.

(j) To adjust boundary of the Lot

Subject to the approval of the Owners at an Owners' meeting convened under this Deed, the right to adjust or re-align the boundary of the Lot and the right to negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender

PROVIDED THAT:-

(i) the exercise of the above right(s) shall not adversely affect the right of the Owners to hold, use, occupy and enjoy their Units;

(ii) the exercise of the above right(s) shall not interfere with an Owner's exclusive right to hold, use and occupy his Unit or impede or restrict the access to and from his Unit and

(iii) any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of the above right(s) shall be accrued to all Owners and any money received shall be credited to the Special Fund.

(k) To utilize balance of the maximum plot ratio

The right to utilize in whole or in part the balance of the maximum plot ratio of the Lot for the time being permitted under the Buildings Ordinance (Cap. 123) or under the Government Grant or otherwise including any concessions or bonus which may be granted by the Building Authority or obtained as a result of modification of the Government Grant and the right to develop and redevelop the First Owner's Premises, in either case without the concurrence

or approval of any other Owners or persons having an interest in the Lot and the Development, and for such purposes arranging for new building plans to be prepared or existing Building Plans to be changed, added to, altered or otherwise amended and to submit the same for approval by the Building Authority and/or such other Government authorities pursuant to the Government Grant and other applicable legislation without the necessity of joining in any other Owner and the other Owners shall have no right of action or claim for compensation against the First Owner in connection therewith

PROVIDED THAT:-

- (i) the above right(s) shall only be exercised in respect of the First Owner's Premises;
- (ii) the exercise of the above right(s) shall not interfere with an Owner's exclusive right to hold, use and occupy his Unit or impede or restrict the access to and from his Unit or adversely affect the proper use and enjoyment of his Unit.

(l) To carry out demolition and construction works

The right to carry out all necessary demolition and construction works in connection with any future development or redevelopment of the First Owner's Premises

PROVIDED THAT:-

- (i) such demolition and construction works shall not interfere with an Owner's exclusive right to hold, use and occupy his Unit;
- (ii) the First Owner shall exercise all reasonable care to minimize noise, vibration, dust and other forms of disturbance to other occupiers of the Development and without prejudice to the generality of the foregoing, it is recognized that (A) the First Owner may use the Common Areas and Facilities as means of transport and passage of building materials and equipment subject to the consent and control of the Manager; (B) all demolition or construction areas adjoining the First Owner's Premises must be properly enclosed by the First Owner at its own cost during the period of demolition or construction; and (C) all reasonable safety precautions in relation to such works must be taken by the First Owner at its own cost to prevent any objects falling or being dumped from the demolition and/or construction areas or any electrical installations and circuits of the Development being overloaded or any disturbance or damage being caused to the other parts of the Development; and
- (iii) the First Owner shall promptly make good any damage or loss to the other parts of the Development that may be caused by or arise from such demolition or construction works.

(m) To proceed with construction of the First Owner's Premises

The right to determine as to the time when and as to the place where and as to the manner how and whether to proceed with the said construction or demolition works in connection with any future development or redevelopment of the First Owner's Premises with power to postpone such works as the First Owner shall deem fit.

(n) To hold First Owner's Premises

The exclusive right and privilege to hold, use, occupy and enjoy and to receive the rents and profits from the space, other buildings or structures to be erected on or in replacement of the First Owner's Premises or on top of the roof or podium of any existing buildings erected on the First Owner's Premises and to sell, assign, mortgage or otherwise dispose of or deal with such buildings or structures and the Undivided Shares to be allocated thereto subject to the Government Grant and this Deed.

(o) To allocate Undivided Shares

Subject to the prior approval of the Director of Lands, the right to allocate or re-allocate the Undivided Shares attributable to the First Owner's Premises to different parts of the new buildings or structures to be erected on or in replacement of the First Owner's Premises or on top of the roof or podium of any existing buildings erected on the First Owner's Premises in such manner as it deems fit

PROVIDED THAT:-

- (i) if upon such development or redevelopment there shall be an increase or reduction in the gross floor area of the First Owner's Premises, the contribution in respect of the First Owner's Premises towards the management expenses shall be increased or reduced proportionately;
- (ii) the exercise of the above right(s) shall not increase the proportion of the other Owners' contribution to the management expenses; and
- (iii) the total number of the Undivided Shares shall remain the same.

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

- (i) The right without the necessity of making any Owner entitled to the exclusive use occupation and enjoyment of any Unit 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 subsequent Phase(s) or the First Owner's Premises; and
- (ii) For this purpose the right to designate and declare by the Sub-Deed(s) any portion of the subsequent Phase(s) to be additional Development Common Areas and Facilities, Residential Common Areas and Facilities and Carpark Common Areas and Facilities (as the case may be) whereupon with effect from such designation and declaration such additional Development Common Areas and Facilities, Residential Common Areas and Facilities or Carpark Common Areas and

Facilities shall form part of the Development Common Areas and Facilities, 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 management expenses thereof accordingly in accordance with this Deed

PROVIDED THAT such Sub-Deed(s) shall not conflict with the provisions of this Deed and shall be subject to the approval of the Director of Lands, unless otherwise waived.

(q) To delegate rights and powers to Manager

The right to delegate any or all of the rights and powers of the First Owner hereunder to the Manager (who shall have full power to appoint or employ agents or contractors or sub-contractors or other professional property management companies) in such manner and upon such terms as the First Owner shall deem fit

PROVIDED THAT:-

- (i) the delegation and exercise of such rights and powers by the Manager is for the common use and benefit of all the Owners; and
- (ii) the Manager shall not transfer or assign his duties or obligations under this Deed to any of the said persons and they must remain responsible to the Manager.

(r) To obtain easements, etc.

Subject to the approval of the Owners at an Owners' meeting convened under this Deed, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands 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 and all expenses shall be paid out of the management funds.

(s) To grant easement, etc.

Subject to the approval of the Owners at an Owners' meeting convened under this Deed and subject to the Government Grant, the right to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and Facilities or the right to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on

such terms and conditions as the First Owner shall deem appropriate

PROVIDED THAT:-

- (i) the exercise of the above right(s) shall not interfere with an Owner's exclusive right to hold, use and occupy his Unit or impede or restrict the access to and from his Unit;
- (ii) any payment received from the exercise of the above right(s) shall be credited to the Special Fund.

(t) To lay drains, etc.

Subject to the approval of the 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 or partly within the Common Areas and Facilities and/or the First Owner's Premises to supply utilities services to the Lot and the Development on such terms and conditions as the First Owner may deem appropriate

PROVIDED THAT:-

- (i) the First Owner shall in the exercise of the above right(s) cause the least disturbance to the Owners and make good any damage caused thereby;
- (ii) the exercise of the above right(s) shall not interfere with an Owner's exclusive right to hold, use and occupy his Unit or impede or restrict the access to and from his Unit; and
- (iii) any payment received from the exercise of the above right(s) shall be credited to the Special Fund.

(u) To dedicate additional Common Areas and Facilities

Without prejudice to the First Owner's right under sub-clause (p) above and 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 the First Owner's Premises to be additional Development Common Areas and Facilities, Residential Common Areas and Facilities, Carpark Common Areas and Facilities or Commercial Common Areas and Facilities (as the case may be) whereupon with effect from such designation and declaration such additional Development Common Areas and Facilities, Residential Common Areas and Facilities, Carpark Common Areas and Facilities or Commercial Common Areas and Facilities shall form part of the Development Common Areas and Facilities, Residential Common Areas and Facilities, Carpark Common Areas and Facilities or Commercial Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the management expenses thereof accordingly in accordance with this Deed

PROVIDED THAT:-

- (i) 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;
- (ii) in making such designation the First Owner shall not interfere with or adversely affect the right of any Owner to hold, use, occupy and enjoy his Unit; and
- (iii) notwithstanding anything herein contained, no such approval by a resolution of Owners shall be required for allocation, reallocation or sub-allocation of Undivided Shares to the Common Areas and Facilities by the First Owner pursuant to sub-clause (v) below.

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

Subject to the prior written 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 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 and without prejudice to the generality of the foregoing, the full and unrestricted right to allocate and/or reallocate and/or sub-allocate the Undivided Shares reserved to the subsequent Phase(s) under this Deed or any part thereof to the subsequent Phase(s) or any part or parts thereof as the First Owner shall deem fit

PROVIDED THAT:-

- (i) such adjustment and/or allocation and/or re-allocation and/or sub-allocation shall not affect an Owner's sole and exclusive right and privilege to hold use and occupy his Unit or impede or restrict the access to or from his Unit;
- (ii) no such adjustment shall affect such other Owners' rights in the Development; and
- (iii) upon the completion of the whole Development all those Undivided Shares reserved to the final Phase under this Deed which shall not have been allocated to final Phase and/or any part or parts thereof 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 to be held on trust for all the Owners.

(w) To designate floor numbering

The full and unrestricted right without interference by the other Owners to designate or re-designate the floor numbering for those floors which are wholly owned by the First Owner.

(x) To add to Common Areas and Facilities

Without prejudice to any other rights of the First Owner provided in this Deed

and subject to the approval of a resolution of Owners at an Owners' meeting convened under this Deed, the right to add to any part of the Common Areas and Facilities PROVIDED THAT an Owner's rights and interest shall not be adversely affected and Provided also that such addition shall comply with the requirements of the Government Grant.

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 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 Bright Strong 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 5: MANAGER AND MANAGEMENT CHARGES

10. Appointment and Termination of Manager

- (a) The parties hereto have agreed with the Manager for the Manager to 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.
- (b) The appointment of the Manager may be terminated as follows:-
- (i) No resignation of the Manager shall take effect unless it has previously given not less than three (3) months’ notice in writing of its intention to resign:-
- (A) by sending such a 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 sub-clause (b)(i)(B) above 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 at 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 to 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 sub-clause (c)(iv) below, 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 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities),

terminate by notice the DMC Manager's appointment without compensation.

- (ii) A resolution under sub-clause (c)(i) above shall have effect only if:-
 - (A) the notice of termination of appointment is in writing;
 - (B) provision is made in the resolution for a period of not less than 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) the notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
 - (D) the 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 sub-clause (c)(ii)(D) above may be given:
 - (A) by delivering them personally to the DMC Manager; or
 - (B) by sending them by post to the DMC Manager at its last known address.
- (iv) For the purposes of sub-clause (c)(i) above:-
 - (A) only the Owners of Undivided Shares who pay or who are liable to pay the management expenses relating to those Undivided Shares shall be entitled to vote;
 - (B) the reference in sub-clause (c)(i)(B) above to "the Owners of not less than 50% of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote.
- (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, sub-clauses (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) Sub-clause (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 sub-clause (c) above:-
 - (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 paragraph (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) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under sub-clause (c)(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 sub-clause (c)(vii)(B) that may otherwise render that person liable for a breach of that undertaking or agreement.
- (ix) This sub-clause (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.

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

- (a) Subject to sub-clause (b) below, 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 (A) 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 (B) 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 sub-clause (b)(i) above and have not been delivered under sub-clause (a) above.

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 expenditure 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. Payment of the Manager's remuneration hereunder shall be in advance by twelve (12) 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 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 below 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 36 hereof PROVIDED 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) below, the total amount of management expenses payable by the Owners during any period of 12 months

adopted by the Manager as the financial year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) below.

- (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) above 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) above 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 budget by virtue of sub-clause (b) above.
- (e) Where a revised budget is sent or displayed in accordance with sub-clause (d) above, 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) above, 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) above 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, "**expenditure**" includes all costs, charges and expenses 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 four 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 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. For avoidance of doubt, maintenance and management of the Wetland within the Lot shall be according to the Habitat Creation and Management Plan and the Wetland Master Plan (Phase 1) (both approved by Agriculture, Fisheries and Conservation Department and include any amendments thereto from time to time approved by Agriculture, Fisheries and Conservation Department);
 - (ii) the cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Development Common Areas and Facilities;
 - (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 expenses of inspecting, maintaining and repairing of, and all cost incurred in connection with the Green Area (until the possession thereof is re-delivered to the Government in accordance with the Government Grant), the Yellow Area (until the possession thereof is re-delivered to the Government in accordance with the Government Grant), the Yellow Stippled Black Areas (until the possession thereof is re-delivered to the Government in accordance with the Government Grant), the Brown Areas and the Wetland within the Lot;
- (vi) all the cost, expense, contribution and payment attributable to or payable by the Owners under or pursuant to the provisions of the Wetland Management Agreement;
- (vii) all the cost, expense, contribution and payment attributable to or payable by the Owners of the Lot and the Development for the laying, repair, maintenance, operation, improvement, removal of the utilities laid pursuant to the Deed of Grant that exclusively serve the Development, for so long as the utilities serve the Development;
- (viii) 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 Government Grant;
- (ix) the Government rent payable under the Government Grant (but only if no apportionment or separate assessments have been made for individual Units);
- (x) the remuneration of the Manager calculated in accordance with Clause 13 of this Deed for providing its services hereunder;
- (xi) 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;
- (xii) a sum for contingencies;
- (xiii) legal and accounting fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided under this Deed;
- (xiv) the costs of removal and disposal of rubbish, refuse and debris from the Development;
- (xv) all costs incurred in connection with the Development Common Areas and Facilities;

- (xvi) 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;
 - (xvii) the cost of repairing and maintaining all roads, slopes footbridges, retaining walls and other structures on outside or adjacent to the Lot or forming part of the Development, including but not limited to the Slope Structures the maintenance of which is the liability of the grantee under the Government Grant 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;
 - (xviii) the cost and expense of inspecting, maintaining, reinstating, repairing the foundations, columns and other structures constructed or to be constructed and reinstating and making good the same in the event of any landslip, subsidence or falling away and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Lot or that are required to be maintained under the Government Grant or for the proper functioning of the Development;
 - (xix) the cost of keeping of guard dog(s) at the Development (if any); and
 - (xx) a fair proportion of the Manager's headquarter administration and accounting fee attributable to the management of the Development.
- (b) The second part 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, refuse and debris and recreational activities for the Owners of Residential Units as the Manager shall consider fair and reasonable;
- (c) The third part 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) in such expenditure 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 and lighting and the removal and disposal of rubbish, refuse and debris as the Manager shall consider fair and reasonable;
- (d) The fourth part 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 Commercial Common Areas and Facilities including (without in any way limiting the generality of the foregoing) such expenditure in the operation, maintenance, repair and replacement of lifts in the Commercial 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 and lavatories in the Commercial Accommodation and such proportionate part of the general expenditure for cost of staff, caretakers, watchmen and security forces and removal and disposal of rubbish, refuse and debris as the Manager shall consider fair and reasonable.

PROVIDED THAT:-

- (i) 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 including the initial capital costs of setting up a Shuttle Bus Service (if any) and the cost of maintaining and repairing any of the Slope Structures or other structures in compliance with the Government Grant shall be compiled in a separate heading within the appropriate section of the annual budget and shall be payable out of the Special Fund when the same is established;
- (ii) the annual budget shall also set out an estimate as to the time of any likely need to draw out of the Special Fund; and
- (iii) in the event that a Sub-Deed is entered into in respect of any component part of the Development and in the Sub-Deed any areas and facilities which do not otherwise fall within the definition of Common Areas and Facilities are designated as common areas and facilities as a consequence of which the same thereby become part of the Common Areas and Facilities a new part of the annual budget shall be established by the Manager such part to cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to such common areas and facilities and such expenditure shall be borne by the Owners of that component part of the Development.

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 of a Unit shall in respect of each Undivided Share allocated to his Unit pay 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 allocated to all the Units.

- (c) Each Owner of a Residential Unit shall in respect of each Undivided Share allocated to his Residential Unit further pay a fraction of the total amount assessed under the second 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 allocated to all the Residential Units.
- (d)
 - (i) Each Owner of a Parking Space shall in respect of each Undivided Share allocated to his Parking Space further pay a fraction of a fair proportion of the total amount assessed under the third part of the annual adopted budget, in which (A) the numerator of the said fraction shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Parking Spaces; and (B) the numerator of the said fair proportion shall be the total gross floor area of all Parking Spaces and the denominator shall be the total gross floor area of all Parking Spaces and Visitor Parking Spaces; and
 - (ii) Each Owner of a Residential Unit shall in respect of each Undivided Share allocated to his Residential Unit further pay a fraction of a fair proportion of the total amount assessed under the third part of the annual adopted budget, in which (A) the numerator of the said fraction shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Unit; and (B) the numerator of the said fair proportion shall be the total gross floor area of all Visitor Parking Spaces and the denominator shall be the total gross floor area of all Parking Spaces and Visitor Parking Spaces.
- (e) Each Owner of a Commercial Unit shall in respect of each Undivided Share allocated to his Commercial Unit further pay a fraction of the total amount assessed under the fourth 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 allocated to all the Commercial Units.
- (f) If a Sub-Deed is entered into in respect of any component part of the Development and a new part of the annual budget is established for that component part in accordance with proviso (iii) of Clause 15 above each Owner of that component part shall in addition contribute his due proportion of the budgeted management expenses for that part in the manner provided in the Sub-Deed;
- (g) 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;
- (h) 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 THAT no Owner shall be called upon to pay more than his fair share; and

- (i) 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.

PROVIDED THAT:-

- (i) 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) of the Development and the Units the construction of which has not been completed and the Consent to Assign or Certificate of Compliance in respect of which has not been issued except to the extent that such uncompleted part(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 the Slope Structures or as to the security afforded by the management of the completed part(s)) of the Development and for the avoidance of doubt, the Undivided Shares allocated to such uncompleted part shall not be taken into account in determination of the contribution of the due proportion to the annual adopted budget by each Owner under this Clause; and
- (ii) Notwithstanding any provisions to the contrary herein contained, if the Manager is of the opinion (whose decision shall be conclusive save for manifest error) that the annual adopted budget and/or the sharing of the amounts of management expenditure assessed under any or some sections of the annual adopted budget in accordance with the manner set out in the above provisions may lead to or result in any Owner or the Owners of any part or parts of the Development unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled in its absolute discretion to modify any annual adopted budget in such manner as the Manager may in its absolute discretion (but subject to compliance with the procedures applicable to the draft annual budget and the revised annual budget as provided in Clause 14 above and to prepare new annual budget in the modified manner as aforementioned and/or to vary or modify the manner of sharing the amounts of management expenditure assessed under any of some sections of the annual budget by the relevant Owners in such way as the Manager may in its absolute discretion think fit and the modified annual budget and the modified manner of sharing the management expenditure shall be binding (save for manifest error) on all Owners.

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 above 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 incurred (i) prior to the date of this Deed or (ii) (in the case of Phase 1B, Phase 1C and/or Site V), prior to the date of the relevant assignment(s) being made to the Manager pursuant to Clause 7(f)(ii) of this Deed, 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 Government Grant 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 (including Fixed Windows) and doors, balcony, utility platform, stairhood, flat roof and roof 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) The Manager shall establish and maintain a special fund (the “**Special Fund**”) to provide for expenditure of a kind not expected by him to be incurred annually. The Special Fund shall have the following separate accounts for different component parts of the Common Areas and Facilities:-
 - (i) a separate account of the Special Fund designated for the Development Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Development Common Areas and Facilities, the purchase, setting up, replacement, improvement and

addition of installation, systems, equipment, tools, plant and machineries for the Development Common Areas and Facilities, the costs of the relevant investigation works and professional services and the payment on account of the Manager's remuneration in respect of any expenditure out of such account. This part of the Special Fund shall be held by the Manager as trustee for all Owners for the time being and such fund shall not be refundable or transferable;

- (ii) a separate account of the Special Fund designated for the Residential Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installation, systems, equipment, tools, plant and machineries for the Residential Common Areas and Facilities, the costs of the relevant investigation works and professional services and the payment on account of the Manager's remuneration in respect of any expenditure out of such account. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Units for the time being and such fund shall not be refundable or transferable;
- (iii) a separate account of the Special Fund designated for the Carpark Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Carpark Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installation, systems, equipment, tools, plant and machineries for the Carpark Common Areas and Facilities, the costs of the relevant investigation works and professional services and the payment on account of the Manager's remuneration in respect of any expenditure out of such account. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Parking Spaces for the time being and such fund shall not be refundable or transferable; and
- (iv) a separate account of the Special Fund designated for the Commercial Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Commercial Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installation, equipment, tools, plant and machineries for the Commercial Common Areas and Facilities, the costs of the relevant investigation works and professional services and the payment on account of the Manager's remuneration in respect of any expenditure out of such account. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Commercial Units for the time being and such fund shall not be refundable or transferable.

- (b) Except where the First Owner has made payments in accordance with sub-

clause (c) below,

- (i) each Owner being the first assignee of his Unit shall upon the assignment of his Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Development Common Areas and Facilities an amount equivalent to 2/12th of the first part of the first year's budgeted management expenses payable in respect of his Unit;
- (ii) each Owner being the first assignee of his Residential Unit shall upon the assignment of his Residential Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Residential Common Areas and Facilities an amount equivalent to 2/12th of the second part of the first year's budgeted Management Expenses payable in respect of his Residential Unit;
- (iii) each Owner being the first assignee of his Parking Space shall upon the assignment of his Parking Space from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Carpark Common Areas and Facilities an amount equivalent to 2/12th of the third part of the first year's budgeted Management Expenses payable in respect of his Parking Space; and
- (iv) each Owner being the first assignee of his Commercial Unit shall upon the assignment of his Commercial Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Commercial Common Areas and Facilities an amount equivalent to 2/12th of the fourth part of the first year's budgeted Management Expenses payable in respect of his Commercial Unit

Provided that the total initial contribution to the Special Fund by any Owner in respect of each Unit shall be equivalent to 2/12th of the first year's budgeted Management Expenses payable in respect of each Unit.

- (c) The First Owner shall in respect of any Unit in any Phase the construction of which has 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 that Unit (i.e. when the Consent to Assign or Certificate of Compliance in respect of that Phase has been issued), whichever is the later, make the initial contribution to the Special Fund in the respective amount specified in sub-clause (b) above.
- (d) Each Owner shall also on demand pay to the Manager such further periodic contributions to the Special Fund payable in respect of his Unit. The amount to be contributed in each financial year and the time when those contributions will be payable will be determined by a resolution of the Owners at an Owners' meeting convened under this Deed. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.

- (e) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest-bearing account, the title of which shall refer to the Special Fund, and shall use that account exclusively for the purpose referred to in sub-clause (a) above.
- (f) Without prejudice to the generality of sub-clause (e) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (g) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (e) or (f) above in a prominent place in the Development.
- (h) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under sub-clause (e) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-paragraph (f) above.
- (i) 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).
- (j) The Manager must not use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Development.

20. Contracts entered into by Manager

- (a) Subject to sub-clauses (b) and (c) 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 in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless-
 - (i) the supplies, goods or services are procured by invitation to tender; and
 - (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap. 344).
- (b) Subject to sub-clause (c) 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 in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless:-
 - (i) if there is an Owners' Corporation:-
 - (A) the supplies, goods or services are procured by invitation to tender;

- (B) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and
 - (C) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
- (ii) if there is no Owners' Corporation –
- (A) the supplies, goods or services are procured by invitation to tender;
 - (B) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and
 - (C) 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.
- (c) Sub-clauses (a) and (b) above do not apply to any supplies, goods or services which but for this sub-clause (c) would be required to be procured by invitation to tender (referred to in this sub-clause as “**relevant supplies, goods or services**”):-
- (i) where there is an Owners' Corporation, if:-
 - (A) 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
 - (B) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
 - (ii) where there is no Owners' Corporation, if:-
 - (A) 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
 - (B) 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.

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

Except where the First Owner has made payments in accordance with sub-clause (h) below,

- (a) Each Owner being the first assignee of his Unit shall before he is given possession of his Unit 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 3/12th of the first year's budgeted management expenses 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 PROVIDED 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 a Unit shall before he is given possession of his Unit pay to the Manager in advance a sum equal to 2/12th of the first year's budgeted management expenses 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 or Commercial Unit shall before his is given possession of his Unit pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than a sum equal to 1/12th of the first year's budgeted management expenses payable in respect of his Unit in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his Unit. The debris removal fee not used to pay for debris collection or removal shall be credited to the relevant part of the Special Fund designated for the Residential Common Areas and Facilities or the Commercial Common Areas and Facilities (as the case may be).
- (d) Each Owner being the first assignee of a Unit shall before he is given possession of his Unit 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.
- (e) Each Owner being the first assignee of a Residential Unit shall before he is given possession of his Residential Unit 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.

- (f) Each Owner being the first assignee of a Commercial Unit shall before he is given possession of his Unit pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Commercial Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Commercial 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.
- (g) Each Owner being the first assignee of a Parking Space shall before he is given possession of his Unit pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Parking Space) 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.
- (h) The First Owner shall pay the deposit under sub-clause (a) and the debris removal fee under sub-clause (c) in respect of any Unit in any Phase the construction of which has 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 that Unit (i.e. when the Consent to Assign or Certificate of Compliance in respect of that Phase has been issued), whichever is the later.

22. 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.

23. Administrative fee for issuing Manager's consent

Where the Manager's consent is required under this Deed, the consent must not be unreasonably withheld and that the Manager must not charge any fee other than a reasonable administrative fee for issuing the consent. The fee must be credited to the Special Fund.

24. 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 be notionally credited to 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 third part of the annual budget;
- (iv) In so far as they arise from or are attributable to the Commercial Common Areas and Facilities be notionally credited to the fourth part of the annual budget;
- (v) In so far as they arise from or are attributable to any areas designated as common areas and facilities under a Sub-Deed in respect of a component part of the Development be notionally credited to the section of the annual budget established for that component part;

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.

- (c) For the avoidance of doubt, the Manager shall not be required to prepare or maintain separate accounts for the income and expenditures of individual parts or sections of the annual budget and the notional credits under sub-clause (b) of this clause shall be for reference purposes only as therein provided.

25. **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.

26. **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.

27. 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 25 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 26 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.

28. Order for sale

Any charge registered in accordance with Clause 27 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 26 of this Deed shall apply equally to any such action.

29. 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 or 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 26 of this Deed shall apply to all such proceedings.

30. 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.

31. 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 25 to 29 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.

32. Amount to be credited to Special Fund

All money paid to the Manager by way of interest and collection charges pursuant to these presents shall be credited to the Special Fund.

33. Person ceasing to be Owner ceases to have interest in deposits and 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 21(a) above and his contribution(s) towards the Special Fund under 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

- (a) 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
- (b) 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 below, 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.

34. Financial year

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

35. Manager to maintain account

- (a) The Manager shall open and maintain an interest-bearing account in the name of the Manager and to be held on trust by the Manager for and on behalf of all the Owners for the time being of the Lot and the Development and the Manager shall use that account exclusively in respect of the management of the Lot and the Development.
- (b) Without prejudice to the generality of sub-clause (a) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the management of the Development.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under sub-clauses (a) or (b) above in a prominent place in the Development.
- (d) Subject to sub-clauses (e) and (f) below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Lot and the Development into the account opened and maintained under sub-clause (a) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) above.
- (e) Subject to sub-clause (f) below, the Manager may, out of money received by 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 the same has been established).
- (f) The retention of a reasonable amount of money under sub-clause (e) above or the payment of that amount into a current account in accordance with sub-clause (e) above and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if the same has been established).

- (g) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Cap 155), the title of which refers to the management of the Lot and the Development.

36. The Manager to keep books and accounts

- (a) 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.
- (b) Within one (1) month after each consecutive period of three (3) months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
- (c) Within two (2) months after the end of each financial year, the Manager shall prepare an income and expenditure account and the balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
- (d) Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.

37. Inspection of accounts by Owners

- (a) The Manager shall permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet. The Manager shall on payment of a reasonable copying charge supply any Owner with a copy of any 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, 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.

- (c) Prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require any 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 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 auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.

38. 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, motor cycles and other vehicles parked in any area not reserved for parking or any vehicles parked in any Parking Spaces without the consent of the Owner or lawful occupier of such Parking Spaces or any vehicle parked in any Visitor Parking Spaces or Bicycle Parking Spaces or Residential Loading and Unloading Spaces or Commercial Loading and Unloading Spaces or other 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 Parking Spaces, Visitor Parking Spaces or Bicycle Parking Spaces or Residential Loading and Unloading Spaces or Commercial Loading and Unloading Spaces or other loading and unloading spaces and the Manager is entitled to charge reasonable administrative fees relative thereto (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 and such other areas outside the Lot but the management of which is taken up by the Manager under the provisions of this Deed and the Owners for the time being thereof and the Manager 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 liability as employer of the employees of the Manager employed within or exclusively 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, including the permanent artificial lighting at staircases and the backup automatic activated emergency lighting system, and such other areas outside the Lot but the management of which is taken up by the Manager under the provisions of this Deed;
- (f) To keep the Common Areas and Facilities and such other areas outside the Lot but the management of which is taken up by the Manager under the provisions of this Deed 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, the Green Area (until the possession thereof is re-delivered to the Government in accordance with the Government Grant), the Yellow Area (until the possession thereof is re-delivered to the Government in accordance with the Government Grant), the Yellow Stippled Black Areas (until the possession thereof is re-delivered to the Government in accordance with the Government Grant), the Brown Areas, the Wetland within the Lot, the Decks over the Drainage Reserve, the Internal Access Road, the Existing Tracks, the New Tracks, and the Transport Terminus in good conditions in accordance with the Government Grant. The Wetland within the Lot shall be managed and maintained in accordance with the Habitat Creation and Management Plan and the Wetland Master Plan (Phase 1) (both approved by Agriculture, Fisheries and Conservation Department and include any amendments thereto from time to time approved by Agriculture, Fisheries and Conservation Department);

- (i) To choose from time to time the colour and type of façade of the Development, including that of the Residential Units and the Commercial 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 and such other areas outside the Lot but the management of which is taken up by the Manager under the provisions of this Deed 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 such other areas outside the Lot but the management of which is taken up by the Manager under the provisions of this Deed 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 Government Grant 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 Government Grant or this Deed;
- (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 Government Grant or this Deed;
- (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 or such other areas outside the Lot but the management of which is taken up by the Manager under the provisions of this Deed ;

- (aa) To prevent any person from overloading the floors of the Development or any part or parts thereof;
- (bb) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;
- (cc) 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 with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings PROVIDED THAT the exercise of the right shall be subject to the prior approval by a resolution of Owners at a meeting of Owners convened under this Deed;
- (dd) 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;
- (ee) 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;
- (ff) To enforce the due observance and performance by the Owners of the terms and conditions of the Government Grant and 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;
- (gg) 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;

- (hh) Subject to the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed), 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 and/or in accordance with the provisions of the Government Grant;
- (ii) Subject to the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed), 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;
- (jj) Subject to the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed), 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 PROVIDED THAT the right of an Owner to use and enjoy his Unit shall not be prejudicially affected and on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring land;
- (kk) To deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole;
- (ll) Subject to the prior written approval of the Owners' Committee (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:-

- (i) such use shall not be in breach of the Government Grant and all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed or any relevant Sub-Deed(s); and
 - (ii) 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 unreasonably impede or restrict the access to and from any such part of the Development;
- (mm) To remove any dogs, cats, birds or other animals or fowls from the Development (other than the Commercial Units) 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 or (ii) if the

same has been the cause of reasonable written complaint of at least two (2) other Owners or occupiers of the Development;

- (nn) 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;
- (oo) 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 this Deed;
- (pp) 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 is entitled to charge reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);
- (qq) 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;
- (rr) 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;
- (ss) Subject to the prior approval of the Owner's Committee (if formed) or of the Owners' Corporation (if formed), 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 used for the common benefit of all the Owners or be credited into the management funds, as the case may be;
- (tt) Subject to the approval of the Owners' Committee (or the Owners' Corporation, if formed), to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements 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 unreasonably impede or restrict the access to and from any such part of the Development and all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed or any relevant Sub-Deed(s);

- (uu) To engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition the Slope Structures as required by the Government Grant 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:-

- (i) 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
 - (ii) for the purpose of this sub-clause “**the Manager**” shall include the Owners’ Committee and the Owners’ Corporation;
- (vv) Subject to the prior approval of the Owners’ Committee (if any) or the Owners’ Corporation (when formed),
 - (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 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;

- (ww) (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;
- (xx) To take all steps necessary or expedient for complying with the Government Grant and any Government requirements concerning the Development or any part thereof;
- (yy) 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;
- (zz) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Government Grant;
- (aaa) 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, 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;
- (bbb) 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;
- (ccc) If the Manager shall in its discretion deem fit, subject to the prior written approval of the relevant governmental authorities to operate or enter into contract with any other person for the operation of the Shuttle Bus Service and to designate certain part of the Common Areas and Facilities for such purpose (if deemed necessary by the Manager) for the use and benefit of the Owners of the Residential Units whether on its own or together with the manager and/or owners of other adjoining or 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 Service such reasonable fares and to terminate and/or suspend the Shuttle Bus Service at any time or times as the Manager may think fit PROVIDED THAT all fares received shall form part of the management funds for the benefit of the Owners of the Residential Units and be notionally credited to the second part of the annual budget of the Development;
- (ddd) To landscape and plant with trees and shrubs any portion of the Lot and podium not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition;
- (eee) In respect of any roof, flat roof and/or roof terrace 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, flat roof and/or roof terrace or the parapet walls of the roof, flat roof and/or roof terrace as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other 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:-

- (i) the use and enjoyment by the Owner of the Residential Unit shall not be materially adversely affected or prejudiced thereby; and
- (ii) the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused;

- (fff) To represent all the Owners for all matters in relation to the Deed of Grant and the Wetland Management Agreement PROVIDED THAT the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed) shall be required for any matter that will require payment or contribution from or otherwise create obligation on the Owners;
- (ggg) To keep guard dog(s) (if any) at the Development for the management and security of the Development;
- (hhh) To manage and maintain land, areas, structures, facilities or drains or channels whether within or outside the Lot the construction and/or maintenance of which is the liability and/or responsibility of all Owners under the Government Grant as successors in title and assignees of the First Owner;
- (iii) In default of an Owner of a Residential Unit with open kitchen to carry out yearly maintenance, inspection, maintenance and repair of the fire safety provisions inside his Residential Unit in accordance with the Fire Safety Management Plan, to carry out such yearly maintenance, inspection, maintenance and repair at the cost and expense of that Owner;
- (jjj) To provide training, fire talks, fire drills for all occupants of the Residential Units and appropriate actions in accordance with the Fire Safety Management Plan; and
- (kkk) To do all such other things as are reasonably incidental to the management of the Lot and the Development.

39. 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 THAT the right of the Owners of the Parking Spaces to the proper use and enjoyment of such Parking Spaces in accordance with the provisions of the Government Grant 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 the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting

out or decoration debris (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 House Rules PROVIDED THAT such charges shall be fair and reasonable and shall be paid into the management funds;
- (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 any damage caused thereby and ensure that the least disturbance is caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees and contractors;
- (i) 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 Government Grant;
- (j) 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; and
- (k) To charge a prescribed fee for use of the Shuttle Bus Service (if any) of such amount as the Manager shall in its reasonable discretion deem fit PROVIDED THAT all such prescribed fees collected shall form part of the management funds to be utilised towards the operation and maintenance of the Shuttle Bus Service or, if there should be a surplus, towards the operation and maintenance of the Residential Common Areas and Facilities for the benefit of the Owners of the Residential Units.

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

The Manager shall have power to enter with or without workmen and contractors and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into 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; 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 workmen and contractors in the course of exercising the aforesaid rights.

41. Manager to manage Common Areas and Facilities

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

42. 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.

43. 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 any Sub-Deed(s) 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 and any Sub-Deed(s) the terms and conditions of this Deed and the Sub-Deed(s) shall prevail. The House Rules and any amendments thereto must not be inconsistent with or contravene the Building Management Ordinance or the Government Grant.

- (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.

SECTION 6: EXCLUSIONS AND INDEMNITIES

44. Manager not liable to Owners

The Manager, its employees, servants or agents 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 Sub-Deed(s) not being an act or omission involving criminal liability, dishonesty or negligence. Without in any way limiting the generality of the foregoing, the Manager, its employees, servants or agents 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 or agents involving criminal liability or dishonesty or negligence and PROVIDED THAT the management contribution or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

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 7: OWNERS' COMMITTEE

47. Establishment of Owners' Committee

- (a) 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 one (1) member shall be elected from each Residential Tower;
 - (ii) not more than one (1) member shall be elected from the Owners of the Commercial Units to represent them in the Owners' Committee; and
 - (iii) not more than one (1) member shall be elected from the Owners of the Parking Spaces to represent them in the Owners' Committee.
- (b) The Owner of the subsequent Phase(s) shall not be entitled to elect or send their representatives to the Owners' Committee unless and until after the issuance of the relevant Occupation Permit covering the relevant Phase, and the holding of the annual general meeting of the Owners immediately following the issuance of the Occupation Permit.

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 10 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:-

- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee.
- (b) The husband or wife of any Owner duly authorised by the Owner which authorisation 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 PROVIDED THAT such husband or wife resides in the Development.

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), (c) or (d) of this Clause resulting in the number of members of the Owners' Committee being less than three (3), the Manager shall convene a meeting of the Owners to fill the casual vacancy thereby created.

51. Meetings

- (a) A meeting of the Owners' Committee may be convened at any time by the chairman or any two (2) members of the Owners' Committee.
- (b) A meeting of the Owners' Committee 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.

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.

The first chairman appointed pursuant to Clause 46 hereof shall be chairman until the next annual meeting. Thereafter the chairman shall be chosen by the Owners at the first or any other meeting of the Owners held in any calendar year.

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 or any Sub-Deed(s);
- (b) 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 or any Sub-Deed(s) 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 48 who are not members of the Owners' Committee to serve on such sub-committees.

SECTION 8: 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 sub-clause (a)(ii) or (a)(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 paragraph (A) or (B) above, 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 sub-clause (a)(ii) or (a)(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 or any Sub-Deed(s).
- (k) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (l) 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 or any Sub-Deed(s), 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 8 and such Undivided Shares shall not carry any liability to pay charges under this Deed or any Sub-Deed(s).

SECTION 9: EXTINGUISHMENT OF RIGHTS

62. Owners' meeting in event of Development being damaged

In the event of 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 Manager, 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 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 above:-

- (a) Every such meeting shall be convened by at least seven (7) 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) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the following week at the same place, and if at such adjourned meeting a quorum is not present the Owners present shall be deemed to constitute a quorum;
- (d) The Manager shall be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner 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;
- (g) Votes may be given either personally or by proxy;
- (h) The instrument appointing a proxy shall be deposited with the chairman of the meeting either before or at the meeting;
- (i) 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;
- (j) 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.
- (k) Apart from the notice given under sub-clause (a) above, the accidental omission to give notice to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION 10: MISCELLANEOUS PROVISIONS

64. Schedules 7 and 8 to the Building Management Ordinance (Cap. 344)

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 Unit 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 Unit 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 the Commercial Accommodation (or the relevant part thereof) or Parking Spaces or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in

Hong Kong and, if an individual, at his last known address. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or left by hand at the Manager's registered office or 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 or any relevant Sub-Deed(s).

70. Compliance with the Government Grant

No provisions in this Deed shall conflict with or be in breach of the Government Grant and each Owner (including the First Owner) shall comply with the terms and conditions of the Government Grant 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 Government Grant 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, etc.

- (a) 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 are annexed to this 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.
- (b) The First Owner shall deposit a copy of the Habitat Creation and Management Plan and the Wetland Master Plan (Phase 1) (both approved by Agriculture, Fisheries and Conservation Department) 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.

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 convened under this Deed, and the management committee of the Owners' Corporation shall take the place of the Owners' Committee hereunder.

74. **Brown Areas**

The Manager shall uphold, maintain and repair the Brown Areas and everything forming a portion of or pertaining to them, all to be done to the satisfaction of the Director of Lands in accordance with Special Condition No.(64)(c) of the Government Grant and the Owners shall be responsible for the whole as if they were the absolute owner thereof.

75. **Green Area, Yellow Area, Yellow Stippled Black Areas**

Notwithstanding anything herein contained and until such time as the Green Area, the Yellow Area or the Yellow Stippled Black Areas shall be re-delivered or deemed to have been re-delivered to the Government in accordance with the Government Grant, the Manager shall be responsible for the management, maintenance and repair of the Green Area, the Yellow Area or the Yellow Stippled Black Areas in accordance with the Government Grant and the Owners shall be responsible for the costs and expenses for the management, maintenance and repair of the Green Area, the Yellow Area or the Yellow Stippled Black Areas as if they were part of the Development Common Areas and Facilities.

76. **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 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 (1) 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.

77. 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: Summary

| | Undivided Shares |
|---|--|
| I. <u>Phase 1A</u> | |
| (A) Residential Units within Phase 1A | 396,755 |
| (B) Parking Spaces within Phase 1A | 2,415 |
| | Sub-total for Phase 1A: <u>399,170</u> |
| II. <u>Phase 1B</u> | |
| (A) Residential Units within Phase 1B | 584,872 |
| (B) Parking Spaces within Phase 1B | 4,665 |
| (C) Commercial Accommodation | 108,960 |
| | Sub-total for Phase 1B: <u>698,497</u> |
| III. <u>Phase 1C</u> | |
| (A) Residential Units within Phase 1C | 138,940 |
| (B) Parking Spaces within Phase 1C | 750 |
| | Sub-total for Phase 1C: <u>139,690</u> |
| IV. <u>Common Areas and Facilities</u> | |
| (A) Common Areas and Facilities within Phase 1A | <u>1,500</u> |
| (B) Common Areas and Facilities within Phase 1B | <u>1,500</u> |
| (C) Common Areas and Facilities within Phase 1C | <u>1,500</u> |
| (D) Common Areas and Facilities within Site V | <u>1,500</u> |
| V. <u>Subsequent Phase(s)</u> | <u>2,821,017</u> |
| | Grand Total: <u>4,064,374</u> |

Section 2: Schedule of Allocation

I. Phase 1A

(A) Residential Units within Phase 1A

| Tower | Floor | Flat | | | |
|----------|-------|-------|-------|------------|--------|
| | | A | B | C | D |
| Tower 9A | 19/F | 2,325 | 1,493 | 1,484 | - |
| | 18/F | 1,274 | 1,268 | 1,131 | 1,116 |
| | 17/F | 1,274 | 1,268 | 1,131 | 1,116 |
| | 16/F | 1,274 | 1,268 | 1,131 | 1,116 |
| | 15/F | 1,274 | 1,268 | 1,131 | 1,116 |
| | 12/F | 1,274 | 1,268 | 1,131 | 1,116 |
| | 11/F | 1,274 | 1,268 | 1,131 | 1,116 |
| | 10/F | 1,274 | 1,268 | 1,131 | 1,116 |
| | 9/F | 1,274 | 1,268 | 1,131 | 1,116 |
| | 8/F | 1,274 | 1,268 | 1,131 | 1,116 |
| | 7/F | 1,274 | 1,268 | 1,131 | 1,116 |
| | 6/F | 1,274 | 1,268 | 1,131 | 1,116 |
| | 5/F | 1,274 | 1,268 | 1,131 | 1,116 |
| | 3/F | 1,274 | 1,268 | 1,131 | 1,116 |
| 2/F | 1,274 | 1,268 | 1,131 | 1,116 | |
| 1/F | 1,303 | 1,297 | 1,162 | 1,147 | |
| | | | | Sub-total: | 77,257 |

| Tower | Floor | Flat | | | |
|----------|-------|-------|-------|------------|--------|
| | | A | B | C | D |
| Tower 9B | 19/F | 1,488 | 1,456 | 905 | 905 |
| | 18/F | 1,120 | 1,118 | 915 | 915 |
| | 17/F | 1,120 | 1,118 | 915 | 915 |
| | 16/F | 1,120 | 1,118 | 915 | 915 |
| | 15/F | 1,120 | 1,118 | 915 | 915 |
| | 12/F | 1,120 | 1,118 | 915 | 915 |
| | 11/F | 1,120 | 1,118 | 915 | 915 |
| | 10/F | 1,120 | 1,118 | 915 | 915 |
| | 9/F | 1,120 | 1,118 | 915 | 915 |
| | 8/F | 1,120 | 1,118 | 915 | 915 |
| | 7/F | 1,120 | 1,118 | 915 | 915 |
| | 6/F | 1,120 | 1,118 | 915 | 915 |
| | 5/F | 1,120 | 1,118 | 915 | 915 |
| | 3/F | 1,120 | 1,118 | 915 | 915 |
| | 2/F | 1,120 | 1,118 | 915 | 915 |
| 1/F | 1,152 | 1,149 | 983 | 955 | |
| | | | | Sub-total: | 65,945 |

Total for Tower 9

143,202 Undivided Shares

Note:

1. There is no 4/F, 13/F and 14/F, in the nomenclature system for the naming of floors for the Development.
2. Flat A to D of Tower 9A and Tower 9B, 1/F provide with flat roof adjacent thereto.
3. Flat A and B of Tower 9A, 2/F to 18/F provide with balcony thereof.
4. Flat C and D of Tower 9A and Flat A to D of Tower 9B, 2/F to 18/F provide with balcony and utility platform thereof.
5. Flat C and D of Tower 9B, 19/F provide with balcony and the utility platform thereof.
6. Flat B and C of Tower 9A and Flat A and B of Tower 9B, 19/F provide with balcony thereof, the stairhood appertaining thereto and the roof(s) thereabove.
7. Flat A of Tower 9A, 19/F provide with the flat roof adjacent thereto, the stairhood appertaining thereto and the roof(s) thereabove.

| Tower | Floor | Flat | | | |
|-----------|-------|-------|-------|------------|--------|
| | | A | B | C | D |
| Tower 10A | 18/F | 1,489 | 1,473 | 915 | 905 |
| | 17/F | 1,144 | 1,141 | 915 | 915 |
| | 16/F | 1,144 | 1,141 | 915 | 915 |
| | 15/F | 1,144 | 1,141 | 915 | 915 |
| | 12/F | 1,144 | 1,141 | 915 | 915 |
| | 11/F | 1,144 | 1,141 | 915 | 915 |
| | 10/F | 1,144 | 1,141 | 915 | 915 |
| | 9/F | 1,144 | 1,141 | 915 | 915 |
| | 8/F | 1,144 | 1,141 | 915 | 915 |
| | 7/F | 1,144 | 1,141 | 915 | 915 |
| | 6/F | 1,144 | 1,141 | 915 | 915 |
| | 5/F | 1,144 | 1,141 | 915 | 915 |
| | 3/F | 1,144 | 1,141 | 915 | 915 |
| | 2/F | 1,144 | 1,141 | 915 | 915 |
| | 1/F | 1,178 | 1,175 | 935 | 933 |
| | | | | Sub-total: | 62,498 |

| Tower | Floor | Flat | | | |
|-----------|-------|-------|-------|------------|--------|
| | | A | B | C | D |
| Tower 10B | 18/F | 2,132 | 2,059 | - | - |
| | 17/F | 1,010 | 1,010 | 937 | 939 |
| | 16/F | 1,010 | 1,010 | 937 | 939 |
| | 15/F | 1,010 | 1,010 | 937 | 939 |
| | 12/F | 1,010 | 1,010 | 937 | 939 |
| | 11/F | 1,010 | 1,010 | 937 | 939 |
| | 10/F | 1,010 | 1,010 | 937 | 939 |
| | 9/F | 1,010 | 1,010 | 937 | 939 |
| | 8/F | 1,010 | 1,010 | 937 | 939 |
| | 7/F | 1,010 | 1,010 | 937 | 939 |
| | 6/F | 1,010 | 1,010 | 937 | 939 |
| | 5/F | 1,010 | 1,010 | 937 | 939 |
| | 3/F | 1,010 | 1,010 | 937 | 939 |
| | 2/F | 1,010 | 1,010 | 937 | 939 |
| | 1/F | 1,032 | 1,054 | 966 | 969 |
| | | | | Sub-total: | 58,860 |

Total for Tower 10

121,358 Undivided Shares

Note:

1. There is no 4/F, 13/F and 14/F, in the nomenclature system for the naming of floors for the Development.
2. Flat A to D of Tower 10A and Flat A to D of Tower 10B, 1/F provide with flat roof adjacent thereto.
3. Flat A and B of Tower 10A and Flat C and D of Tower 10B, 2/F to 17/F provide with balcony thereof.
4. Flat C and D of Tower 10A and Flat A and B of Tower 10B, 2/F to 17/F provide with balcony and utility platform thereof.
5. Flat C and D of Tower 10A, 18/F provide with balcony and utility platform thereof.
6. Flat A and B of Tower 10A, 18/F provide with balcony thereof, the stairhood appertaining thereto and the roof(s) thereabove.
7. Flat A and B Tower 10B, 18/F provide with the flat roof adjacent thereto, the stairhood appertaining thereto and the roof(s) thereabove.

| Tower | Floor | Flat | | | |
|------------|-------|-------|-------|--------|-----|
| | | A | B | C | D |
| Tower 11A | 18/F | 2,118 | 2,076 | - | - |
| | 17/F | 1,011 | 1,011 | 939 | 941 |
| | 16/F | 1,011 | 1,011 | 939 | 941 |
| | 15/F | 1,011 | 1,011 | 939 | 941 |
| | 12/F | 1,011 | 1,011 | 939 | 941 |
| | 11/F | 1,011 | 1,011 | 939 | 941 |
| | 10/F | 1,011 | 1,011 | 939 | 941 |
| | 9/F | 1,011 | 1,011 | 939 | 941 |
| | 8/F | 1,011 | 1,011 | 939 | 941 |
| | 7/F | 1,011 | 1,011 | 939 | 941 |
| | 6/F | 1,011 | 1,011 | 939 | 941 |
| | 5/F | 1,011 | 1,011 | 939 | 941 |
| | 3/F | 1,011 | 1,011 | 939 | 941 |
| | 2/F | 1,011 | 1,011 | 939 | 941 |
| 1/F | 1,032 | 1,055 | 968 | 971 | |
| Sub-total: | | | | 58,946 | |

| Tower | Floor | Flat | | | |
|------------|-------|-------|-------|--------|-------|
| | | A | B | C | D |
| Tower 11B | 18/F | 2,329 | 1,480 | 1,485 | - |
| | 17/F | 1,275 | 1,275 | 1,155 | 1,139 |
| | 16/F | 1,275 | 1,275 | 1,155 | 1,139 |
| | 15/F | 1,275 | 1,275 | 1,155 | 1,139 |
| | 12/F | 1,275 | 1,275 | 1,155 | 1,139 |
| | 11/F | 1,275 | 1,275 | 1,155 | 1,139 |
| | 10/F | 1,275 | 1,275 | 1,155 | 1,139 |
| | 9/F | 1,275 | 1,275 | 1,155 | 1,139 |
| | 8/F | 1,275 | 1,275 | 1,155 | 1,139 |
| | 7/F | 1,275 | 1,275 | 1,155 | 1,139 |
| | 6/F | 1,275 | 1,275 | 1,155 | 1,139 |
| | 5/F | 1,275 | 1,275 | 1,155 | 1,139 |
| | 3/F | 1,275 | 1,275 | 1,155 | 1,139 |
| | 2/F | 1,275 | 1,275 | 1,155 | 1,139 |
| | 1/F | 1,318 | 1,273 | 1,219 | 1,173 |
| Sub-total: | | | | 73,249 | |

Total for Tower 11

132,195 Undivided Shares

Note:

1. There is no 4/F, 13/F and 14/F, in the nomenclature system for the naming of floors for the Development.
2. Flat A to D of Tower 11A and Tower 11B, 1/F provide with flat roof adjacent thereto.
3. Flat C and D of Tower 11A and Flat A to D of Tower 11B, 2/F to 17/F provide with balcony thereof.
4. Flat A and B of Tower 11A, 2/F to 17/F provide with balcony and utility platform thereof.
5. Flat A and B of Tower 11A and Flat A of Tower 11B, 18/F provide with the flat roof adjacent thereto, the stairhood appertaining thereto and the roof(s) thereabove.
6. Flat B and C of Tower 11B, 18/F provide with the balcony thereof, the stairhood appertaining thereto and the roof(s) thereabove.

(B) Parking Spaces within Phase 1A

94 Residential Car Parking Spaces 2,370 Undivided Shares
(including 92 Residential Car Parking Spaces of 25
Undivided Shares each and 2 Residential Car
Parking Spaces for disabled persons of 35
Undivided Shares each)

9 Residential Motor Cycle Parking Spaces of 5 45 Undivided Shares
Undivided Shares each

Sub-total for Phase 1A: 399,170 Undivided Shares

Remarks: There is no designation of Tower 4 in the Development.

II. Phase 1B

(A) Residential Units within Phase 1B

| Tower | Floor | Flat | | | |
|----------|-------|-------|-------|------------|--------|
| | | A | B | C | D |
| Tower 2A | 18/F | 2,162 | 2,128 | - | - |
| | 17/F | 1,010 | 1,010 | 931 | 938 |
| | 16/F | 1,010 | 1,010 | 931 | 938 |
| | 15/F | 1,010 | 1,010 | 931 | 938 |
| | 12/F | 1,010 | 1,010 | 931 | 938 |
| | 11/F | 1,010 | 1,010 | 931 | 938 |
| | 10/F | 1,010 | 1,010 | 931 | 938 |
| | 9/F | 1,010 | 1,010 | 931 | 938 |
| | 8/F | 1,010 | 1,010 | 931 | 938 |
| | 7/F | 1,010 | 1,010 | 931 | 938 |
| | 6/F | 1,010 | 1,010 | 931 | 938 |
| | 5/F | 1,010 | 1,010 | 931 | 938 |
| | 3/F | 1,010 | 1,010 | 931 | 938 |
| | 2/F | 1,040 | 1,039 | 956 | 963 |
| | | | | Sub-total: | 54,956 |

| Tower | Floor | Flat | | | |
|----------|-------|-------|-------|------------|--------|
| | | A | B | C | D |
| Tower 2B | 18/F | 2,415 | 1,530 | 1,078 | - |
| | 17/F | 1,143 | 1,135 | 1,078 | 1,078 |
| | 16/F | 1,143 | 1,135 | 1,078 | 1,078 |
| | 15/F | 1,143 | 1,135 | 1,078 | 1,078 |
| | 12/F | 1,143 | 1,135 | 1,078 | 1,078 |
| | 11/F | 1,143 | 1,135 | 1,078 | 1,078 |
| | 10/F | 1,143 | 1,135 | 1,078 | 1,078 |
| | 9/F | 1,143 | 1,135 | 1,078 | 1,078 |
| | 8/F | 1,143 | 1,135 | 1,078 | 1,078 |
| | 7/F | 1,143 | 1,135 | 1,078 | 1,078 |
| | 6/F | 1,143 | 1,135 | 1,078 | 1,078 |
| | 5/F | 1,143 | 1,135 | 1,078 | 1,078 |
| | 3/F | 1,143 | 1,135 | 1,078 | 1,078 |
| | 2/F | 1,173 | 1,163 | 1,091 | 1,087 |
| | | | | Sub-total: | 62,745 |

Total for Tower 2

117,701 Undivided Shares

Note:

1. There is no 4/F, 13/F and 14/F, in the nomenclature system for the naming of floors for the Development.
2. Flat A to D of Tower 2A and Tower 2B, 2/F provide with flat roof adjacent thereto.
3. Flat C to D of Tower 2A and Flat A to D of Tower 2B, 3/F to 17/F provide with balcony thereof.
4. Flat A and B of Tower 2A, 3/F to 17/F provide with balcony and utility platform thereof.
5. Flat C of Tower 2B, 18/F provide with balcony thereof.
6. Flat A and B of Tower 2A and Flat A of Tower 2B, 18/F provide with the flat roof adjacent thereto, the stairhood appertaining thereto and the roof(s) thereabove.
7. Flat B of Tower 2B, 18/F provide with the balcony thereof, the stairhood appertaining thereto and the roof(s) thereabove.

| Tower | Floor | Flat | | | |
|----------|-------|-------|-------|------------|--------|
| | | A | B | C | D |
| Tower 3A | 18/F | 2,415 | 1,513 | 1,080 | - |
| | 17/F | 1,143 | 1,135 | 1,080 | 1,080 |
| | 16/F | 1,143 | 1,135 | 1,080 | 1,080 |
| | 15/F | 1,143 | 1,135 | 1,080 | 1,080 |
| | 12/F | 1,143 | 1,135 | 1,080 | 1,080 |
| | 11/F | 1,143 | 1,135 | 1,080 | 1,080 |
| | 10/F | 1,143 | 1,135 | 1,080 | 1,080 |
| | 9/F | 1,143 | 1,135 | 1,080 | 1,080 |
| | 8/F | 1,143 | 1,135 | 1,080 | 1,080 |
| | 7/F | 1,143 | 1,135 | 1,080 | 1,080 |
| | 6/F | 1,143 | 1,135 | 1,080 | 1,080 |
| | 5/F | 1,143 | 1,135 | 1,080 | 1,080 |
| | 3/F | 1,143 | 1,135 | 1,080 | 1,080 |
| 2/F | 1,171 | 1,163 | 1,089 | 1,090 | |
| | | | | Sub-total: | 62,777 |

| Tower | Floor | Flat | | | |
|----------|-------|-------|-------|------------|--------|
| | | A | B | C | D |
| Tower 3B | 18/F | 2,164 | 2,128 | - | - |
| | 17/F | 1,010 | 1,010 | 931 | 938 |
| | 16/F | 1,010 | 1,010 | 931 | 938 |
| | 15/F | 1,010 | 1,010 | 931 | 938 |
| | 12/F | 1,010 | 1,010 | 931 | 938 |
| | 11/F | 1,010 | 1,010 | 931 | 938 |
| | 10/F | 1,010 | 1,010 | 931 | 938 |
| | 9/F | 1,010 | 1,010 | 931 | 938 |
| | 8/F | 1,010 | 1,010 | 931 | 938 |
| | 7/F | 1,010 | 1,010 | 931 | 938 |
| | 6/F | 1,010 | 1,010 | 931 | 938 |
| | 5/F | 1,010 | 1,010 | 931 | 938 |
| | 3/F | 1,010 | 1,010 | 931 | 938 |
| | 2/F | 1,040 | 1,039 | 956 | 962 |
| | | | | Sub-total: | 54,957 |

Total for Tower 3

117,734 Undivided Shares

Note:

1. There is no 4/F, 13/F and 14/F, in the nomenclature system for the naming of floors for the Development.
2. Flat A to D of Tower 3A and Tower 3B, 2/F provide with flat roof adjacent thereto.
3. Flat A to D of Tower 3A and Flat C to D of Tower 3B, 3/F to 17/F provide with balcony thereof.
4. Flat A and B of Tower 3B, 3/F to 17/F provide with balcony and utility platform thereof.
5. Flat C of Tower 3A, 18/F provide with balcony thereof.
6. Flat A of Tower 3A and Flat A and B of Tower 3B, 18/F provide with the flat roof adjacent thereto, the stairhood appertaining thereto and the roof(s) thereabove.
7. Flat B of Tower 3A, 18/F provide with the balcony thereof, the stairhood appertaining thereto and the roof(s) thereabove.

| Tower | Floor | Flats | | | |
|----------|-------|-------|-------|------------|--------|
| | | A | B | C | D |
| Tower 5A | 17/F | 2,748 | 2,150 | - | - |
| | 16/F | 1,668 | 1,311 | 888 | 1,492 |
| | 15/F | 1,668 | 1,311 | 888 | 1,492 |
| | 12/F | 1,668 | 1,311 | 888 | 1,492 |
| | 11/F | 1,668 | 1,311 | 888 | 1,492 |
| | 10/F | 1,668 | 1,311 | 888 | 1,492 |
| | 9/F | 1,668 | 1,311 | 888 | 1,492 |
| | 8/F | 1,668 | 1,311 | 888 | 1,492 |
| | 7/F | 1,668 | 1,311 | 888 | 1,492 |
| | 6/F | 1,668 | 1,311 | 888 | 1,492 |
| | 5/F | 1,668 | 1,311 | 888 | 1,492 |
| | 3/F | 1,668 | 1,311 | 888 | 1,492 |
| 2/F | 1,695 | 1,337 | 912 | 1,521 | |
| | | | | Sub-total: | 69,312 |

| Tower | Floor | Flats | | | | |
|----------|-------|-------|-------|------------|--------|-----|
| | | A | B | C | D | E |
| Tower 5B | 17/F | 2,129 | 2,161 | 729 | - | - |
| | 16/F | 1,078 | 877 | 733 | 1,083 | 887 |
| | 15/F | 1,078 | 877 | 733 | 1,083 | 887 |
| | 12/F | 1,078 | 877 | 733 | 1,083 | 887 |
| | 11/F | 1,078 | 877 | 733 | 1,083 | 887 |
| | 10/F | 1,078 | 877 | 733 | 1,083 | 887 |
| | 9/F | 1,078 | 877 | 733 | 1,083 | 887 |
| | 8/F | 1,078 | 877 | 733 | 1,083 | 887 |
| | 7/F | 1,078 | 877 | 733 | 1,083 | 887 |
| | 6/F | 1,078 | 877 | 733 | 1,083 | 887 |
| | 5/F | 1,078 | 877 | 733 | 1,083 | 887 |
| | 3/F | 1,078 | 877 | 733 | 1,083 | 887 |
| | 2/F | 1,087 | 901 | 751 | 1,092 | 908 |
| | | | | Sub-total: | 60,996 | |

Total for Tower 5

130,308 Undivided Shares

Note:

1. There is no 4/F, 13/F and 14/F, in the nomenclature system for the naming of floors for the Development.
2. Flat A to D of Tower 5A and Flat A to E of Tower 5B, 2/F provide with flat roof adjacent thereto.
3. Flat B and C of Tower 5A and Flat A to E of Tower 5B, 3/F to 16/F provide with balcony thereof.
4. Flat A and D of Tower 5A, 3/F to 16/F provide with balcony and utility platform thereof.
5. Flat C of Tower 5B, 17/F provide with balcony thereof.
6. Flat A of Tower 5A, 17/F provide with utility platform thereof, the flat roof adjacent thereto, the stairhood appertaining thereto and the roof(s) thereabove.
7. Flat B of Tower 5A and Flat A and B of Tower 5B, 17/F provide with the flat roof adjacent thereto, the stairhood appertaining thereto and the roof(s) thereabove.

| Tower | Floor | Flat | | | |
|----------|------------|-------|-------|-------|--------|
| | | A | B | C | D |
| Tower 6A | 15/F | 2,893 | 2,675 | - | - |
| | 12/F | 1,672 | 1,656 | 1,479 | 1,293 |
| | 11/F | 1,672 | 1,656 | 1,479 | 1,293 |
| | 10/F | 1,672 | 1,656 | 1,479 | 1,293 |
| | 9/F | 1,672 | 1,656 | 1,479 | 1,293 |
| | 8/F | 1,672 | 1,656 | 1,479 | 1,293 |
| | 7/F | 1,672 | 1,656 | 1,479 | 1,293 |
| | 6/F | 1,672 | 1,656 | 1,479 | 1,293 |
| | 5/F | 1,672 | 1,656 | 1,479 | 1,293 |
| | 3/F | 1,672 | 1,656 | 1,479 | 1,293 |
| | 2/F | 1,712 | 1,707 | 1,522 | 1,320 |
| | Sub-total: | | | | 66,729 |

| Tower | Floor | Flat | | | |
|----------|------------|-------|-------|-------|--------|
| | | A | B | C | D |
| Tower 6B | 15/F | 2,872 | 2,674 | - | - |
| | 12/F | 1,672 | 1,666 | 1,489 | 1,293 |
| | 11/F | 1,672 | 1,666 | 1,489 | 1,293 |
| | 10/F | 1,672 | 1,666 | 1,489 | 1,293 |
| | 9/F | 1,672 | 1,666 | 1,489 | 1,293 |
| | 8/F | 1,672 | 1,666 | 1,489 | 1,293 |
| | 7/F | 1,672 | 1,666 | 1,489 | 1,293 |
| | 6/F | 1,672 | 1,666 | 1,489 | 1,293 |
| | 5/F | 1,672 | 1,666 | 1,489 | 1,293 |
| | 3/F | 1,672 | 1,666 | 1,489 | 1,293 |
| | 2/F | 1,708 | 1,693 | 1,516 | 1,319 |
| | Sub-total: | | | | 66,862 |

Total for Tower 6

133,591 Undivided Shares

Note:

1. There is no 4/F, 13/F and 14/F, in the nomenclature system for the naming of floors for the Development.
2. Flat A to D of Tower 6A and Tower 6B, 2/F provide with flat roof adjacent thereto.
3. Flat A and D of Tower 6A and Tower 6B, 3/F to 12/F provide with balcony thereof.
4. Flat B and C of Tower 6A and Tower 6B, 3/F to 12/F provide with balcony and utility platform thereof.
5. Flat A and B of Tower 6A and Tower 6B, 15/F provide with utility platform thereof, the flat roof adjacent thereto, the stairhood appertaining thereto and the roof(s) thereabove.

| Tower | Floor | Flat | | | |
|----------|-------|-------|-------|------------|--------|
| | | A | B | C | D |
| Tower 7A | 15/F | 2,093 | 2,063 | - | - |
| | 12/F | 1,080 | 881 | 879 | 1,078 |
| | 11/F | 1,080 | 881 | 879 | 1,078 |
| | 10/F | 1,080 | 881 | 879 | 1,078 |
| | 9/F | 1,080 | 881 | 879 | 1,078 |
| | 8/F | 1,080 | 881 | 879 | 1,078 |
| | 7/F | 1,080 | 881 | 879 | 1,078 |
| | 6/F | 1,080 | 881 | 879 | 1,078 |
| | 5/F | 1,080 | 881 | 879 | 1,078 |
| | 3/F | 1,080 | 881 | 879 | 1,078 |
| | 2/F | 1,092 | 909 | 899 | 1,092 |
| | | | | Sub-total: | 43,410 |

| Tower | Floor | Flat | | | | |
|----------|-------|-------|-------|-----|------------|--------|
| | | A | B | C | D | |
| Tower 7B | 15/F | 2,133 | 2,097 | - | - | |
| | 12/F | 1,010 | 879 | 879 | 1,010 | |
| | 11/F | 1,010 | 879 | 879 | 1,010 | |
| | 10/F | 1,010 | 879 | 879 | 1,010 | |
| | 9/F | 1,010 | 879 | 879 | 1,010 | |
| | 8/F | 1,010 | 879 | 879 | 1,010 | |
| | 7/F | 1,010 | 879 | 879 | 1,010 | |
| | 6/F | 1,010 | 879 | 879 | 1,010 | |
| | 5/F | 1,010 | 879 | 879 | 1,010 | |
| | 3/F | 1,010 | 879 | 879 | 1,010 | |
| | 2/F | 1,048 | 907 | 899 | 1,042 | |
| | | | | | Sub-total: | 42,128 |

Total for Tower 7

85,538 Undivided Shares

Note:

1. There is no 4/F, 13/F and 14/F, in the nomenclature system for the naming of floors for the Development.
2. Flat A to D of Tower 7A and Tower 7B, 2/F provide with flat roof adjacent thereto.
3. Flat A to D of Tower 7A and Flat B and C of Tower 7B, 3/F to 12/F provide with balcony thereof.
4. Flat A and D of Tower 7B, 3/F to 12/F provide with balcony and utility platform thereof.
5. Flat A and B of Tower 7A and Tower 7B, 15/F provide with the flat roof adjacent thereto, the stairhood appertaining thereto and the roof(s) thereabove.

| | |
|---|---------------------------------|
| (B) Parking Spaces within Phase 1B | |
| 147 Residential Car Parking Spaces (including 146 Residential Car Parking Spaces of 25 Undivided Shares each and 1 Residential Car Parking Space for disabled persons of 35 Undivided Shares) | 3,685 Undivided Shares |
| 35 Commercial Car Parking Spaces (including 34 Commercial Car Parking Spaces of 25 Undivided Shares each and 1 Commercial Car Parking Space for disabled persons of 35 Undivided Shares each) | 885 Undivided Shares |
| 15 Residential Motor Cycle Parking Spaces of 5 Undivided Shares each | 75 Undivided Shares |
| 4 Commercial Motor Cycle Parking Spaces of 5 Undivided Shares each | 20 Undivided Shares |
| (C) Commercial Accommodation | |
| Commercial Units (other than the Kindergarten) | 90,576 Undivided Shares |
| Kindergarten | 18,384 Undivided Shares |
| Sub-total for Phase 1B: | <u>698,497 Undivided Shares</u> |

Remarks: There is no designation of Tower 4 in the Development.

III. Phase 1C

(A) Residential Units within Phase 1C

| Tower | Floor | Flat | | | | | |
|----------|-------|-------|-------|-----|-----|------------|--------|
| | | A | B | C | D | E | F |
| Tower 1A | 17/F | 1,456 | 2,097 | 543 | 749 | 714 | - |
| | 16/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 15/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 12/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 11/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 10/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 9/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 8/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 7/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 6/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 5/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 3/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 2/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 1/F | 1,121 | 902 | 956 | 551 | 763 | 741 |
| | | | | | | Sub-total: | 69,489 |

| Tower | Floor | Flat | | | | | |
|----------|-------|-------|-------|-----|-----|------------|--------|
| | | A | B | C | D | E | F |
| Tower 1B | 17/F | 1,402 | 2,094 | 543 | 749 | 714 | - |
| | 16/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 15/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 12/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 11/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 10/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 9/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 8/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 7/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 6/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 5/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 3/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 2/F | 1,091 | 867 | 940 | 547 | 749 | 714 |
| | 1/F | 1,145 | 899 | 953 | 551 | 763 | 742 |
| | | | | | | Sub-total: | 69,451 |

Total for Tower 1

138,940 Undivided Shares

Note:

1. There is no 4/F, 13/F, 14/F in the nomenclature system for the naming of floors for the Development.
2. Flat A to F of Tower 1A and Tower 1B, 1/F provide with flat roof adjacent thereto.
3. Flat B to F of Tower 1A and Tower 1B, 2/F to 16/F provide with balcony thereof.
4. Flat A of Tower 1A and Tower 1B, 2/F to 16/F provide with balcony and utility platform thereof.
5. Flat C, D and E of Tower 1A and Tower 1B, 17/F provide with balcony thereof.
6. Flat B of Tower 1A and Tower 1B, 17/F provide with flat roof adjacent thereto, the stairhood appertaining thereto and the roof(s) thereabove.
7. Flat A of Tower 1A and Tower 1B, 17/F provide with the balcony thereof, the stairhood appertaining thereto and the roof(s) thereabove.

(B) Parking Spaces within Phase 1C

| | |
|---|----------------------|
| 29 Residential Car Parking Spaces (including 28 Residential Car Parking Spaces of 25 Undivided Shares each and 1 Residential Car Parking Space for disabled persons of 35 Undivided Shares) | 735 Undivided Shares |
|---|----------------------|

| | |
|--|---------------------|
| 3 Residential Motor Cycle Parking Spaces of 5 Undivided Shares each | 15 Undivided Shares |
|--|---------------------|

| | |
|-------------------------|---------------------------------|
| Sub-total for Phase 1C: | <u>139,690 Undivided Shares</u> |
|-------------------------|---------------------------------|

Remarks: There is no designation of Tower 4 in the Development.

IV. Common Areas and Facilities

| | | |
|-----|---|------------------------|
| (A) | Common Areas and Facilities within Phase 1A | 1,500 Undivided Shares |
| (B) | Common Areas and Facilities within Phase 1B | 1,500 Undivided Shares |
| (C) | Common Areas and Facilities within Phase 1C | 1,500 Undivided Shares |
| (D) | Common Areas and Facilities within Site V | 1,500 Undivided Shares |

V. Subsequent Phase(s) 2,821,017 Undivided Shares

Remarks: There is no designation of Tower 4 in the Development

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 Government Grant, this Deed, the Sub-Deed(s), the Wetland Management Agreement, the House Rules and the rights of the Manager as provided in this Deed 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:-

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

Full right and liberty (but SUBJECT 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;

(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 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 TO the provisions of the Government Grant, this Deed, the Sub-Deed(s), the Wetland Management Agreement, the House Rules and the rights of the Manager and the First Owner provided in this Deed) 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 Areas shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT TO the provisions of the Government Grant, this Deed, the Sub-Deed(s), the Wetland Management Agreement, the House Rules and the rights of the Manager and the First Owner provided in this Deed) 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 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.

4. Right of way to use the Commercial Common Areas and Facilities

In addition to the above rights and privileges the Owner of each Undivided Share in the Commercial Accommodation shall have the full right and liberty subject to

payment of the prescribed fees (if any) (but SUBJECT TO the provisions of the Government Grant, this Deed, the Sub-Deed(s), the Wetland Management Agreement, the House Rules and the rights of the Manager and the First Owner provided in this Deed) 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 Commercial 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.

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 and contractors and others and with or without equipment and apparatus to enter into and upon his premises for the purposes of carrying out necessary repairs to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof 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 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 workmen and contractors in the course of exercising the aforesaid rights;

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

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 or flat roof and/or roof terrace or the parapet walls of the roof or flat roof and/or roof terrace as may be determined by the Manager the gondola 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 materially adversely affected or prejudiced thereby;

(c) **Rights of the First Owner**

Rights of the First Owner set forth in Sections 3 and 4 of this Deed;

(d) **Other rights**

Rights and privileges equivalent to those set forth in sub-clauses (b), (c) and (d) of Clause 1 of Part A of this Second Schedule.

(e) **Right of members of the public to pass the New Tracks**

The right of members of the public, for all lawful purposes, with or without tools, equipment, plant, machinery or motor vehicles at all times to pass and repass freely without payment of any nature whatsoever on, along and through the New Tracks in accordance with Special Condition No. (9)(a)(ii) of the Government Grant.

(f) **Right of way of the Director of Drainage Services**

The right of the Director of Drainage Services, his officers, contractors, his and their workmen and any other persons authorized by him or them with or without tools, equipment, plant, machinery or motor vehicles, of ingress, egress and regress to, from or through the Lot for the purpose of inspecting, carrying out, checking and supervising any works in relation to the laying, maintenance, repairing, replacement and alteration of any drains and channels situated within the Drainage Reserve or adjacent to the Lot in accordance with Special Condition No. (9)(b) of the Government Grant.

(g) **Right of way of the owners and occupiers of the Yellow Area**

The right of the Government, the future owners, lessees, tenants, occupiers and licensees of the Yellow Area to pass, flow, supply, convey and discharge utility services, including but not limited to water, electricity, gas, telephone and telecommunication services to and from the Yellow Area through such gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits and water mains passing along, through, over, upon or under the Internal Access Road, for the proper use and enjoyment of the Yellow Area and for such purpose, the right for the Government, the future owners, lessees, tenants, occupiers and licensees of the Yellow Area or any other persons duly authorized by any of them to enter the Lot through the Internal Access Road at all reasonable times (except in case of emergency) with or without tools, equipment, plant, machinery or motor vehicles for the purpose of carrying out inspection, maintenance, repair, alteration, removal, renewal, replacement and installation works to all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits and water mains in accordance with Special Condition No. (13)(f) of the Government Grant.

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 Government Grant 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 Parking Spaces 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 this Deed,

- (a) No 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) No 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 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. No alteration to the Fixed Windows

No Owner shall make or permit or suffer to be made any alteration or modification to the Fixed Windows or open the Fixed Windows. The Fixed Windows have key locks and shall only be opened for maintenance access by the Owners of the relevant Residential Units only including but not limited to cleaning of Fixed Windows and not for ventilation purpose.

7. 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.

8. 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.

9. 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 Government Grant, 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 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.

10. User and alienation restriction

- (a)
 - (i) 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.
 - (ii) No Commercial Unit shall be used otherwise than in accordance with the Government Grant.
 - (iii) The Parking Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or other articles, goods or things and no structure or partitioning shall be erected thereon.

- (iv) Only one (1) motor vehicle licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation shall be parked in each Residential Car Parking Space or Commercial Car Parking Space.
- (v) Only one (1) motor cycle licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation shall be parked in each Residential Motor Cycle Parking Space or Commercial Motor Cycle Parking Space.

SAVE AND EXCEPT that subject to Special Condition No. (21) of the Government Grant, the First Owner may use the relevant part(s) of the Development as show flat(s) and/or sales office for such period or periods as it shall in its discretion consider appropriate subject to the Government Grant And if any Residential Units are used as show flats:-

- (1) the show flats shall be for the sole purpose of facilitating the sale of the Residential Units by the First Owner;
 - (2) the access to the show flats shall be subject to the consent and control of the Manager (who may prescribe the manner of access to the show flats, determine the opening hours thereof, and control the number of visitors at any time);
 - (3) the use and enjoyment of other Residential Units shall not be affected;
 - (4) the access to the other Residential Units shall not be impeded or restricted; and
 - (5) the operation of the show flats shall cause as little disturbance as possible to the other Owners.
- (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 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.

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

No partitioning shall be erected or installed in a Residential Unit or a Commercial Unit which does not leave clear access for fire exits and no windows (including Fixed Windows, if any) shall be wholly or partially blocked or the light and air therefrom in any way obstructed.

12. **Not to erect structures etc. on the roof of the Residential Unit or the Parking Space**

- (a) 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 roof, flat roof, garden or terrace forming part of his Residential Unit, any Parking Space or any other part thereof and the Manager shall have the right to demand to remove anything erected or placed on the roof, flat roof, garden or terrace of his Residential Unit, Parking Space or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
- (b) For the avoidance of doubt, the Owner(s) of the Commercial Accommodation may erect or place or cause or permit to be erected or placed any advertising sign or other structure on the external walls or any other parts within the Commercial Accommodation.

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

No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows (including Fixed Windows, if any) or door or doors or entrance or entrances of any part of his Residential Unit or Commercial 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 (i) comply strictly in accordance with such guidelines and/or specifications that may from time to time be issued by the Manager or (ii) prior to the installation thereof, first be submitted to the Manager for his approval in writing and subject to having obtained the relevant competent authority's approval (if required), and the subsequent installation shall follow strictly in accordance with the said guidelines and/or specifications and/or the approved design and any conditions that may be imposed.

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

- (a) No Owner (other than the Owners of the Commercial Accommodation) 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.

- (b) For the avoidance of doubt, the Owner of the Commercial Accommodation may erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed any advertising or other sign of any description on the shop front fascia or any other parts within the Commercial Accommodation.

15. 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.

16. 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.

17. 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.

18. 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 or placed through any window (including Fixed Windows, if any) or external wall of the Development other than at places designated for the installation or placing of air-conditioning or ventilation unit or plant 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.

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

Subject to the rights of the First Owner herein provided, no Owner (other than the Owner(s) of the Commercial Accommodation) 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.

20. **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.

21. **Not to hang washing upon flat roofs, gardens, 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, roofs, gardens, terraces, external walls, balconies, entrance halls of the Development or any other areas.

22. **Not to erect or build upon the roof, flat roof etc. of Residential Unit, Parking Space or the Development**

(a) 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) and subject to having obtained the relevant competent authority's approval (if required) erect or build or suffer to be erected or built on or upon the roof, flat roof, garden, terrace, balcony or external walls forming part of his Residential Unit, Parking Space, or the Development any structure whatsoever either of a permanent or temporary nature.

(b) For the avoidance of doubt, the Owner(s) of the Commercial Accommodation may erect or build or suffer to be erected or built on or upon the external walls or any other parts within the Commercial Accommodation any structure whatsoever either of a permanent or temporary nature.

23. **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.

24. **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.

25. **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.

26. **No playing of mahjong between 11:00 p.m. and 7 a.m.**

No Owner shall permit the playing of mahjong in his part of the Development between 11:00 p.m. and 7 a.m. so as to cause disturbance to the Owners or occupiers of any other part of the Development.

27. **Pets**

No dogs, cats, birds or animals or fowls shall be kept or harboured in any part of the Development (other than the Commercial Units) 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 or (ii) if the same has been the cause of reasonable written complaint of at least two (2) 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 and not more than two (2) dogs shall be kept in any one Unit.

28. **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.

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

- (a) 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 facade or external appearance of the Development (including any part owned by him) without the prior consent in writing of the Manager.
- (b) Save and except that the Owner(s) of the Commercial Accommodation may paint or alter the outside of the Commercial Accommodation owned by him, or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Commercial Accommodation owned by him without the prior consent in writing of the Manager.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **Not to cut trees and use of the greenery areas**

- (a) No Owner shall interfere with, damage or cut any tree growing on the Lot or adjacent thereto 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.

- (b) No Owner shall use the greenery areas constructed in accordance with the Building Plans for any other purposes without the prior consent of the Building Authority.

37. 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 as required by the Government Grant and in accordance with the “Geoguide 5 - Guide to Slope Maintenance” issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual.
- (b) The First Owner shall deposit a full set 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.

38. To pay Government rent

Every Owner shall pay and discharge all existing and future Government rent (unless the same forms part of the management expenditure pursuant to the provisions of this Deed), 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.

39. To keep garden, lawn or terrace of Residential Unit clean

Every Owner shall keep the garden, lawn or terrace forming part of his Residential Unit in good, clean and tidy state and condition.

40. To observe the Government Grant, etc.

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

41. 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.
- (b) The design and location of the Non-enclosed Areas under the Building Plans shall not be altered in any way.
- (c) The Non-enclosed Areas shall not be enclosed above safe parapet height other than as under the Building Plans.

- (d) No Owner shall place any furniture or equipment at the Non-enclosed Areas the height of which exceeds the safe parapet height.
- (e) 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.

42. 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.

43. Not to store combustible goods in Commercial Units

No Owner shall without the Manager's previous written approval and obtaining all necessary licences from the appropriate Government authorities store or permit or suffer to be stored in any Commercial Units any hazardous, dangerous, combustible or unlawful goods or explosive substances, or any "dangerous" or "prohibited" goods within the meaning of the Dangerous Goods Ordinance (Cap.295).

44. Not to interfere with the operation of the gondola

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, flat roof and/or roof terrace or the parapet walls of the roof, flat roof and/or roof terrace 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 at any time in the course of the management and/or the maintenance of the Development.

45. 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 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.

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

- (a) The Owner of a Residential Unit has the right to use the surface of the Party Wall abutting his Unit.
- (b) A Party Wall shall be repaired and maintained at the joint expense of the Owners of the Residential Units which the Party Wall separates.

47. **No grave or columbarium**

No grave or columbarium shall be erected or made on the Lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

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;
- (k) mechanical ventilation systems;
- (l) window installations;
- (m) curtain wall system;
- (n) telecommunication system; and
- (o) gondola system.

THE FIFTH SCHEDULE

Fire Safety Management Plan

1. Fire safety provisions (including sprinkler heads, addressable smoke detectors, full height -/30/30 fire rated (FRR) wall and any fire services measure required to be maintained, inspected and commissioned by the registered fire services installation contractors annually) inside the Residential Unit shall not be removed, tampered or obstructed.
2. 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.
 - (a) The Manager will provide notice or poster at the Common Areas and Facilities to remind the owners and occupants of the Residential Unit with open kitchen not to remove, tamper or obstruct any fire safety provision.
 - (b) The Manager will send reminder notice for fire safety provision to the Owners and occupants of the Residential Units with open kitchen:-
 - (i) in not more than twelve (12) months intervals, reminding the relevant Owners that all safety provision cannot be removed, tampered, obstructed or dismantled; and
 - (ii) any removal, tamper, obstruction or dismantle of safety provisions will violate relevant requirements of the Buildings Department, the Fire Department or any other relevant government authority, and the relevant Owners (at the cost and expense of the relevant Owners) shall appoint a registered fire services installation contractor to reinstate and restore the said installation immediately.
4. The Owners of the Residential Units with open kitchen shall comply and observe the guidelines or directions to be issued or given by the Manager from time to time on the maintenance, testing and commissioning of the fire safety provisions to facilitate execution of the related conditions or requirements.
5. The Manager will provide a list of registered fire services installation contractors to the relevant Owners of the Residential Unit with open kitchen for selection, so that the relevant Owners can carry out the yearly maintenance, inspection, maintenance and repair of addressable smoke detectors and automatic sprinkler system provided inside the Residential Units and other fire safety provisions (at the cost and expense of the relevant Owners), and can submit the maintenance certificate renewal (Form 251) to the Fire Services Department as per requirements (at the cost and expense of the relevant Owners).
6. The Owners and occupants of the Residential Units with open kitchen shall allow the Manager and registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into his

Residential Unit to carry out (at the cost and expense of the relevant Owner) yearly maintenance, inspection, maintenance and repair of the fire safety provisions.


7. In the event that a Residential Unit with open kitchen is to be rented out, the Owner of the relevant Residential Unit should include a clause under the tenancy agreement to the effect that the tenant and occupants shall observe this Fifth Schedule.
8. Fire escape routes will be kept clear, combustible materials should be separated from ignition sources.
9. Fire escape staircase exit doors shall be self-closing and readily openable from inside without the use of key.
10. Fire safety training will be provided once every year for the staff of the Manager on the actions to be taken on discovering a fire, first aid firefighting, assisting non-staff members to response to an alarm and escape, procedure for calling the Police and the Fire Services Department and identify the routes for evacuation.
11. Training will be provided for all occupants of the Residential Units to understand the appropriate emergency escape routes to evacuate and how to meet at the evacuation assembly point when fire occurs.
12. Training course and fire talks for using the fire fighting equipment is provided for the staffs of the Manager and all occupants of the Residential Units.
13. Fire drill will be carried out annually for all occupants of the Residential Units.

The First Assignee

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


KWAN FUNG YEE
Solicitor,
Messrs. Wong & Poon,
Solicitors, Hong Kong SAR

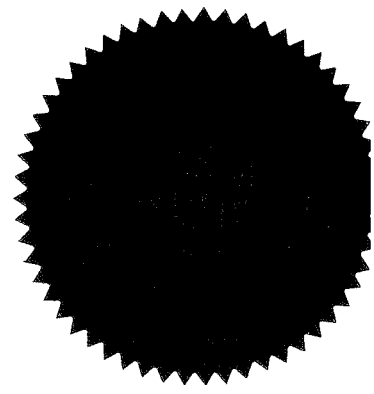
INTERPRETED to the First Assignee by:-


KWAN FUNG YEE
Solicitor,
Messrs. Wong & Poon,
Solicitors, Hong Kong SAR

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)
)
Chan Kam Fai, Director)
)
duly authorised by a board resolution of)
its directors whose signature(s) is/are)
verified by :-)

Chan




Cheng Kwok Wai
Mayer Brown JSM
Solicitor, Hong Kong SAR