

Dated \_\_\_\_\_ 20

**MTR CORPORATION LIMITED**

as the registered owner

and

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

as the Purchaser

and

**MTR CORPORATION LIMITED**

as the Manager

---

**SUB-DEED OF MUTUAL COVENANT**

**and**

**MANAGEMENT AGREEMENT**

**in respect of**

**the development erected on**

**Site N of The Remaining Portion of Tseung Kwan O Town Lot No.70**

**Tseung Kwan O**

---

Draft 9

2018.07.19

**Deacons**

5<sup>th</sup> Floor  
Alexandra House  
16-20 Chater Road  
Central, Hong Kong  
hongkong@deacons.com.hk  
www.deacons.com.hk  
Tel : +852 2825 9211  
Fax : +852 2810 0431

LC:WW:TSCARY:319969

**SUB-DEED OF MUTUAL COVENANT**

**INDEX**

**Page No.**

**SECTION A : PARTIES AND RECITALS**

Date

Parties

Recitals

1. Supplemental
2. Development
3. Allocation of Shares
4. Assignment
5. Purpose of Deed
6. Approval

**OPERATIVE PARTS**

**SECTION B : DEFINITIONS**

**SECTION C : RIGHTS OF OWNERS**

1. Rights attaching to each Share
2. Rights of MTR
3. Rights of Purchaser
4. Disposal Restrictions

**SECTION D : OBLIGATIONS OF OWNERS AND POWERS OF MANAGER**

1. Owners to comply
2. Owners to observe restrictive covenants
3. Management Charges
4. Assignment of Common Areas and Common Services and Facilities
5. Phase VI Residential Units with open kitchen
6. Curtain walls and casement windows
7. Ownership and maintenance of Non-Common EV Facilities
8. Compliance with Ordinances, etc. in respect of Non-Common EV Facilities
9. Compliance with Ordinances, etc. in respect of EV Facilities for Visitors' Car Parking Spaces
10. Phase VI Noise Mitigation Measures
11. Inspection of external drainage pipes concealed by architectural features

**SECTION E : MEETINGS OF THE OWNERS OF PHASE VI**

1. Meetings of the Owners
2. Annual Meeting
3. Convening of Meeting
4. Notice
5. Quorum

6. Chairman
7. Minutes
8. Voting
9. Resolutions binding on Owners
10. Accidental omission of notice
11. Resolutions requiring special majority
12. Audit of annual accounts

**SECTION F : PHASE VI OWNERS SUB-COMMITTEE**

1. Number of members
2. Quorum
3. Eligibility for appointment
4. Election of members
5. Officers
6. Tenure of office
7. Votes of members
8. Power to make rules
9. Manager to be invited
10. Power to call meeting

**SECTION G : PHASE VI HOUSE RULES**

1. Phase VI House Rules first in force
2. Making and Amendment of Phase VI House Rules
3. Phase VI House Rules to be posted on notice boards

**SECTION H : INTERPRETATION AND MISCELLANEOUS**

1. Marginal notes, headings and index
2. Plurals and genders
3. Service of notices
4. Covenants to run with the Land
5. Chinese Translation
6. Building Management Ordinance
7. Works and Installations
8. Paragraphs 7(7) and 7(8) of Schedule 7 to Building Management Ordinance

**FIRST SCHEDULE PART I ALLOCATION OF SHARES  
PART II ALLOCATION OF MANAGEMENT UNITS**

**SECOND SCHEDULE PART I EASEMENTS**

1. Right to pass
2. Rights of Owners of the Phase VI Residential Units
3. Rights of Owners of the Phase VI Car Parking Spaces

**PART II EXCEPTIONS AND RESERVATIONS**

1. Rights of other Owners
2. Rights relating to future covered pedestrian walkway within Phase VI

**THIRD SCHEDULE RESTRICTIONS AND PROHIBITIONS**

1. Not to partition
2. User
3. Not to make alterations or additions
4. Phase VI Balconies and Phase VI Utility Platforms
5. Not to hang washing
6. Not to exhibit signs
7. Not to misuse lavatories
8. Not to obstruct Common Areas
9. No erection of metal grilles and shutters
10. Not to obstruct driveways
11. Visitors' Car Parking Spaces
12. Parking spaces for disabled persons
13. Loading and unloading bays
14. Pedal-cycle parking spaces
15. No demolition or alteration of partition walls and/or floor/roof slabs and consent record

**FOURTH SCHEDULE PHASE VI HOUSE RULES**

**FIFTH SCHEDULE WORKS AND INSTALLATIONS**

**SIXTH SCHEDULE PART I PHASE VI BALCONIES**

**PART II PHASE VI UTILITY PLATFORMS**

**EXECUTION**

## SECTION A

### PARTIES AND RECITALS

- Date** THIS DEED is made the \_\_\_\_\_ day of \_\_\_\_\_ .
- Parties** BETWEEN
- (1) **MTR CORPORATION LIMITED** 香港鐵路有限公司 whose registered office is at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong ("MTR" which expression shall where the context so admits include its successors and assigns) and any reference to MTR in this Deed shall be construed as reference to MTR in its capacity as the registered owner of the Units in Phase VI of the Development (except the First Assigned Premises) but not further or otherwise;
- (2) [ \_\_\_\_\_ ] of [ \_\_\_\_\_ ] Hong Kong (the "Purchaser" which expression shall where the context so admits include its successors and assigns); and
- (3) **MTR CORPORATION LIMITED** 香港鐵路有限公司 whose registered office is at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong (the "Manager" which expression shall where the context so admits include its successors).
- Recitals** WHEREAS :-
- Supplemental** 1. This Deed is supplemental to the Principal Deed relating to the Development.
- Development** 2. Phase VI of the Development has been constructed on Site N (as defined in the Government Grant) of the Land.
- Allocation of Shares** 3. For the purpose of distribution and sale, 1,510,604 equal undivided 41,992,406<sup>th</sup> Shares in the Land have been allocated to Phase VI in the manner set out in Part I of the First Schedule hereto.
- Assignment** 4. By an Assignment bearing even date herewith executed immediately prior to this Deed and made between MTR of the one part and the Purchaser of the other part, the First Assigned Premises was assigned to the Purchaser by MTR.
- Purpose of Deed** 5. The parties hereto have agreed to enter into this Deed for the purposes of :-
- (a) defining and regulating the rights, interests and obligations of themselves and all subsequent Owners in respect of Phase VI of the Development;
  - (b) making specific provisions for the management of Phase VI;
  - (c) appointing MTR Corporation Limited as the Manager to exercise the powers and perform the duties on its part for the periods and on the terms and conditions herein contained; and
  - (d) identifying those parts of Phase VI which will form part of the Common Areas and the Common Services and Facilities under the Principal Deed.

**Approval**

6. The Director has given his approval to this Deed in accordance with the Government Grant.

**OPERATIVE PARTS**

**NOW THIS DEED WITNESSETH** that the parties hereto have agreed and **DO HEREBY COVENANT** with each other as follows to the intent that this Deed shall enure to the benefit of and shall bind each of them and their respective successors in title and persons deriving title under or through them or any of them and all persons who may hereafter during the Term become an Owner.

## SECTION B

### DEFINITIONS

1. Terms (other than those set out in Clause 2 hereof) defined in the Principal Deed shall have the same meaning when used in this Deed.

2. In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires :

**"Approved Plans"** means the building plans for Phase VI of the Development approved by the Building Authority and/or the Director as from time to time amended, modified or substituted;

**"Authorized Person"** means an authorized person who is appointed under section 4(1)(a) or (2) of the Buildings Ordinance, Cap.123 as a co-ordinator of building works for Phase VI of the Development;

**"CCTV Imaging Device"** means the CCTV imaging device referred to in paragraph 2(a) of Appendix B of Practice Note No. APP-93 issued by the Buildings Department and which is required by the Building Authority to be provided for the inspection of the external drainage pipes concealed by architectural features of each Tower and such term shall include all such wires, cables, equipment, apparatus, and such other electrical or other installations or otherwise for or in relation to such device;

**"Common EV Facilities"** means all such facilities installed or to be installed within the Phase VI Car Park Common Areas for the common use and benefit of the Owners of the Phase VI Car Parking Spaces for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance Chapter 374 of the Laws of Hong Kong Special Administrative Region parking at any of the Phase VI Car Parking Spaces; such facilities shall not serve any of the Phase VI Car Parking Spaces exclusively or belong to any of the Owners of the Phase VI Car Parking Spaces and shall include but not limited to such wires, cables, ducts, trunking, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

**"Deed"** means this Deed as amended or varied from time to time;

**"EV Facilities for Visitors' Car Parking Spaces"** means all such facilities installed or to be installed within the Phase VI Car Park Common Areas for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance Chapter 374 of the Laws of Hong Kong Special Administrative Region parking at the Visitors' Car Parking Spaces and such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meters, base box, socket outlets, locks, covers and other security and/or protective devices, charging station, payment device, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

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

**"First Assigned Premises"** means Unit [ ] on the [ ] Floor of Tower [ ] [and Car/Motor Cycle Parking Space No. [ ] on B1/B2 Floor] of Phase VI of the Non-Station Development;

<b>"Management Units"</b>	means the Management Units attributable to the Phase VI Car Parking Spaces and the Phase VI Residential Units as set out in Part II of the First Schedule;
<b>"Non-Common EV Facilities"</b>	means all such facilities installed or to be installed within the Phase VI Car Park for serving any of the Phase VI Car Parking Spaces exclusively or belonging to any of the Owners of the Phase VI Car Parking Spaces for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance Chapter 374 of the Laws of Hong Kong Special Administrative Region parking at such Phase VI Car Parking Spaces; such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meters, base box, socket outlets, locks, covers and such other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;
<b>"Phase VI"</b>	means that part of the Non-Station Development constructed on the part of the Land shown and marked Site N on Plan F annexed to the Government Grant and referred to therein as Site N comprising Phase VI which consists of four residential tower blocks, recreational facilities, car parking spaces and common areas and facilities now known as “[ ]”;
<b>"Phase VI Balcony"</b>	means each of the Balconies forming part of a Phase VI Residential Unit specified in Part I of the Sixth Schedule and for identification purpose only as shown and indicated on the plans annexed hereto;
<b>"Phase VI Car Park"</b>	means that part of the Car Park within Phase VI indicated on the Approved Plans for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the Owners or occupiers of the Residential Development or belonging to the visitors or invitees of the Owners or occupiers of the Phase VI Residential Development or for the parking of motor cycles to be used by the Owners or occupiers of the Residential Development or their visitors or invitees or for the parking of pedal cycles to be used by the Owners or occupiers of the Phase VI Residential Development or their visitors or invitees and includes areas intended for the common use and benefit of the Owners, occupiers and licensees of such part of the Car Park within Phase VI and also includes parking spaces for disabled persons provided in Site N pursuant to Special Condition No.(44)(a)(vii) of the Government Grant;
<b>"Phase VI Car Park Common Areas"</b>	means the whole of the Phase VI Car Park (except those Phase VI Car Parking Spaces and pedal-cycle parking spaces shown and delineated on the car park layout plan approved by the Building Authority), intended for the common use and benefit of the Owners, occupiers and licensees of the Phase VI Car Park including, but not limited to, Visitors’ Car Parking Spaces (including parking spaces for disabled persons provided in Site N pursuant to Special Condition No.(44)(a)(vii) of the Government Grant), entrances, ramps, driveways, staircases, electrical meter room, fan rooms, switch room, transformer room and such parts of external walls of G/F forming part of the enclosing walls of any Phase VI Car Park Common Areas and the Phase VI Car Park Common Areas are for identification purpose only as shown on the plans annexed hereto and thereon coloured Green;
<b>"Phase VI Car Park Common Services and Facilities"</b>	means those services and facilities in on or under Phase VI and which serve the Phase VI Car Park as a whole including, but not limited to, the Common EV Facilities, EV Facilities for Visitors’ Car Parking Spaces, plant and machinery, electrical installations fittings and equipment, barriers, guard room and water supply apparatus but excluding anything contained in the Phase VI Common Services and Facilities;



**"Phase VI Car Parking Space"**

means a Unit situate in the Phase VI Car Park for the purpose of parking of motor vehicle licensed under the Road Traffic Ordinance and belonging to an Owner or occupier of the Residential Development, or parking of motor cycle to be used by an Owner or occupier of the Residential Development or such Owner's or occupier's visitors or invitees and for the avoidance of doubt, includes the Non-Common EV Facilities (if any) exclusively serving such Unit;

**"Phase VI Common Areas"**

means those parts of Phase VI which are intended for use by the Owners of more than one constituent parts of Phase VI, namely the Phase VI Car Park and the Phase VI Residential Development and not for the sole benefit of the Owners of only one constituent part including, but not limited to, roads, driveways, lanes, footpaths, covered walkway together with its canopy and associated structures thereof; entrances, lobbies, counters, planters, staircases, ramps, landings, corridors and passages; E.V.A. (emergency vehicular access) on the Ground Floor, drop off areas, refuse storage and material recovery chamber and refuse collection vehicle parking spaces; emergency generator rooms, F.S. control room, sprinkler pump room, street fire hydrant pump room, F.S. pump room, street fire hydrant water tank room, master water meter room, water meter cabinet, fan rooms, green roof(s), fuel tank rooms and pipe ducts on or in Phase VI; the foundations and structure of the buildings erected in Phase VI; the estate management office, watchmen's office, security control room, store, guard house and any other space in Phase VI used for office or other accommodation of the Phase VI Owners Sub-Committee or watchmen or caretakers or other staff employed on or in or for Phase VI; such parts of external walls of G/F and 1/F forming part of the enclosing walls of any Phase VI Common Areas; greenery areas (including the planters as for identification only shown Hatched Green on DWG. No. DMC-07-1 annexed hereto) and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within Phase VI not used for the sole benefit of the Owners of any one constituent part of Phase VI only and for identification purpose only as shown on the plans annexed hereto and thereon coloured Yellow;

**"Phase VI Common Services and Facilities"**

means those services and facilities constructed or to be constructed in on or under Phase VI and which serve more than one constituent parts of Phase VI, namely the Phase VI Car Park and the Phase VI Residential Development including, but not limited to, sewers, gutters, drains, watercourses, water features, wells, pipes and ducts; pumps, tanks and sanitary fittings; wires, cables, electrical installations, associated facilities for provision of electricity services to Phase VI, fittings, equipment and apparatus; communal aerial, satellite and cable reception, distribution and associated equipment; fire protection and fire fighting systems, equipment and apparatus; security systems, equipment and apparatus; refuse disposal equipment; lifts and escalators; air-conditioners and fans; architectural features and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the benefit of Phase VI as part of the amenities thereof and not for the sole benefit of any one constituent part of Phase VI only;

**"Phase VI House Rules"**

means the House Rules set out in the Fourth Schedule hereto as varied or modified by the Manager from time to time in accordance with Clause 2 of Section G;

**"Phase VI Noise Mitigation Measures"**

means the acoustic absorptive material, vertical acoustic fins, acoustic windows, fixed windows/fixed glass (where applicable) and acoustic balconies provided within Phase VI as approved by the Director of Environmental Protection and identified on the plans annexed hereto and any subsequent amendments thereto (if any) approved by the Director of Environmental Protection;

**"Phase VI Owners  
Sub-Committee"**

means the Owners Sub-Committee elected in accordance with the provisions of Section F of this Deed;

**"Phase VI Recreational  
Areas and Facilities"**

means the outdoor swimming pool, the heated indoor swimming pool, recreational and sporting facilities, the gardens and grounds within Phase VI and any other recreational facilities erected within Phase VI pursuant to the provisions of Special Condition No.(52)(a)(i) and (iii) of the Government Grant which now are or may at any time during the Term be provided only for the benefit of the residents and occupiers of the Phase VI Residential Development and their bona fide visitors all of which shall form part of the Private Recreational Facilities and the Local Open Space (as the case may be) under the Principal Deed;

**"Phase VI Residential  
Common Areas"**

means those parts of the Phase VI Residential Development intended for the common use and benefit of the Owners, occupiers and licensees of the Phase VI Residential Development including, but not limited to, entrances, lobbies, lift lobbies, lift shafts, staircases, landings, planters, water features, canopies, trellis, common flat roofs, flat roofs, covered walkway, corridors and passages, ramps, loading and unloading bays required to be provided pursuant to Special Condition No.(16)(b)(i)(xiii)(VI) of the Government Grant, pipe wells, transfer plates, refuge floors, sprinkler pump rooms, gas meter room, water pump rooms, control valve rooms, air-conditioning platforms, fan room, Main T.B.E. room (main telecommunications and broadcasting room), Sub-T.B.E. rooms (sub-telecommunications and broadcasting rooms) and areas within Phase VI for installation or use of aerial broadcast distribution or telecommunications network facilities; transformer rooms, low voltage switch rooms, electric meter rooms, ELV rooms, Mini-VRV room, F.S. check meter cabinets, F.S. pump rooms, drencher pump rooms, water meter cabinets, guard room, counters, filtration plant rooms, AHU room (Air Handling Unit room), VRV plant rooms, heating plant room, lift machine room, store, pipe ducts, doghouse, management office, access openings, access areas, working spaces and manoeuvring spaces for or in connection with the operation of the CCTV Imaging Device and/or the carrying out of inspection, maintenance, repair or related works for the external drainage pipes concealed by architectural features of each Tower, landscaped areas required to be provided pursuant to Special Condition No.(102) of the Government Grant (including the covered landscaped areas as for identification purpose only as shown Cross-Hatched Grey on the plan (DWG. No. DMC-04-1) annexed hereto), such parts of the roofs not forming part of a Unit, top roofs, the Phase VI Recreational Areas and Facilities, the pedal-cycle parking spaces in the Phase VI Car Park, greenery areas (including but not limited to planters, lawns, vertical greening, common green roofs and water features) as for identification only shown Hatched Green on the plans (DWG. No. DMC-04, DWG. No. DMC-06 and DWG. No. DMC-07-1) annexed hereto, such parts of external walls of G/F and 1/F forming part of the enclosing walls of any Phase VI Residential Common Areas, the external walls of 2/F and above of the buildings erected on Phase VI including the curtain walls or any part thereof (including the window frames, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of the curtain walls, the non-openable windows therein or thereto and window frames, glass panels, cast-in anchors, gasket, window sealant and such other components of such non-openable windows but excluding all openable windows installed therein and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows) of the Towers as for identification purpose only shown on the plans annexed hereto and thereon coloured Indigo Hatched Black and the non-structural prefabricated external walls of the Towers as for identification purpose only shown on the plans annexed hereto and thereon coloured Indigo Stippled Black, and all other common parts

specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Phase VI Residential Development for the common use and benefit of the Owners, occupiers and licensees of the Phase VI Residential Development; and the Phase VI Residential Common Areas for identification purpose only are as shown on the plans annexed hereto and thereon coloured Indigo, Indigo Hatched Black and Indigo Stippled Black;

**"Phase VI Residential Common Services and Facilities"**

means those services and facilities in on or under Phase VI of the Non-Station Development and which serve more than one Phase VI Residential Unit including but not limited to, the Phase VI Noise Mitigation Measures (including the acoustic absorptive material, vertical acoustic fins but excluding those forming part or parts of a Unit), notice boards, gondola and lifting platforms, sunshading devices, emergency lighting system at escape staircases, ducting, pipes, cables, wiring, CCTV Imaging Device, water pumps, water tanks, plant and machinery, electrical installations, fittings, equipment and apparatus, escalators and lifts but excluding anything contained in the Phase VI Common Services and Facilities and Phase VI Car Park Common Services and Facilities;

**"Phase VI Residential Development"**

means that part of the Residential Development comprising four residential tower blocks in Phase VI of the Non-Station Development as indicated on the Approved Plans for residential use;

**"Phase VI Residential Unit"**

means a Unit including private lift lobby, jacuzzi, swimming pool, staircase, roof and/or flat roof appertaining thereto (if any) situate in the Phase VI Residential Development; for the avoidance of doubt it is expressly provided and declared that a Phase VI Residential Unit shall include (i) all openable windows installed in or to any curtain wall enclosing the Phase VI Residential Unit and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows and (ii) casement windows (whether openable or not) installed in or to any external walls (other than curtain wall) enclosing the Phase VI Residential Unit and the window frame on the external walls, frames enclosing the glass panels of the casement windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such casement windows and (iii) Phase VI Noise Mitigation Measures (excluding those forming part or parts of the Phase VI Residential Common Services and Facilities) (if any) appertaining to the Phase VI Residential Unit but shall exclude all structural columns (if any) within the Phase VI Residential Unit and structural columns (if any) appertaining to the Phase VI Residential Unit;

**"Phase VI Utility Platform"**

means each of the utility platforms forming part of a Phase VI Residential Unit specified in Part II of the Sixth Schedule and for identification purpose only as shown and indicated on the plans annexed hereto;

**"Principal Deed"**

means the Principal Deed of Mutual Covenant and Management Agreement dated 16<sup>th</sup> June 2009 and registered in the Land Registry by Memorial No.09062303030203 affecting the Land;

**"Site N"**

means the part of the Land shown and marked Site N on Plan F annexed to the Government Grant and referred to therein as Site N;

**"Tower"**

means a residential tower block constructed as part of the Phase VI Residential Development;

**"Visitors' Car Parking Spaces"**

means parking spaces in the Phase VI Car Park designated for parking of motor vehicles belonging to the visitors or invitees of the Owners or occupiers of the Phase VI Residential Development and include parking spaces for disabled persons provided in Site N pursuant to Special Condition

No.(44)(a)(vii) of the Government Grant;

**"Works and Installations"**

means all the major works and installations in Phase VI requiring regular maintenance on a recurrent basis including but not limited to those works and installations as set out in the Fifth Schedule hereto.

## SECTION C

### RIGHTS OF OWNERS

- Rights attaching to each Share** 1. Each Share allocated to Phase VI of the Development shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed and this Deed be held by the person or persons from time to time entitled thereto together with :
- (a) the full and exclusive right and privilege to hold, use and occupy the Unit designated opposite to it in Part I of the First Schedule hereto; and
  - (b) if and for so long as an Owner shall (where required) punctually make payment of the Management Charges at the time and in the manner provided in the Principal Deed and subject to the Phase VI House Rules the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule hereto;
- but subject to the exceptions and reservations set out in Part II of the Second Schedule hereto.
- Rights of MTR** 2. MTR shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the whole of Phase VI Together with the appurtenances thereto save only the First Assigned Premises.
- Rights of Purchaser** 3. The Purchaser shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the First Assigned Premises Together with the appurtenances thereto.
- Disposal Restrictions** 4. (a) The right to the exclusive use, occupation and enjoyment of any Phase VI Residential Unit or Phase VI Car Parking Space or any part thereof shall not be sold, assigned, mortgaged, charged, leased (other than for a term of less than twelve years), licensed or otherwise disposed of separately from the Share with which the same is held.
- (b) Phase VI Car Parking Spaces shall not be used for any purpose other than for the purposes of parking of motor vehicles licenced under the Road Traffic Ordinance and belonging to the Owners or occupiers of the Residential Development or parking of motor cycles to be used by the Owners or occupiers of the Residential Development or their visitors or invitees.

## SECTION D

### OBLIGATIONS OF OWNERS AND POWERS OF MANAGER

- Owners to comply**
1. (a) The Owners of Units in Phase VI (including MTR) and the Manager shall at all times hereafter so long as they remain as Owners of any Shares in Phase VI or the Manager (as the case may be) comply with and shall observe and perform the covenants, provisions, restrictions and prohibitions contained in :
- (i) the Government Grant;
  - (ii) the Principal Deed; and
  - (iii) this Deed.
- Liability of Manager**
- (b) The Manager when exercising its right to enter on, into or upon any Unit in Phase VI in accordance with Clause 1(b)(xxxiii) of Section I and Clause 2(a) of Part II of the Second Schedule to the Principal Deed, the Manager shall repair at its own costs and expense any damage caused by the Manager and shall be liable for the negligent, wilful or criminal acts of the Manager, its staff, agents and contractors.
- Owners to indemnify the Manager**
- (c) Nothing in this Deed shall exclude the liability of the Manager to the Owners of Units in Phase VI for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, agents or contractors and no Owner of a Unit in Phase VI shall be required to indemnify the Manager or its employees, agents or contractors from and against any actions, claims etc. arising out of any such act or omission.
- Owners to observe restrictive covenants**
2. The Owners of a Unit in the Phase VI Residential Development and the Phase VI Car Park shall at all times hereafter be bound by and shall observe and perform the covenants, restrictions and prohibitions set out in the Third Schedule hereto insofar as the same are applicable to them.
- Management Charges**
3. Each Owner of a Unit in Phase VI shall upon demand pay to the Manager the Management Charges in respect of any Unit owned by him, calculated in accordance with the provisions of Section J of the Principal Deed.
- Assignment of Common Areas and Common Services and Facilities**
4. MTR shall upon execution of this Deed assign the whole of the Shares in the Phase VI Common Areas and Phase VI Common Services and Facilities, the Phase VI Car Park Common Areas and Phase VI Car Park Common Services and Facilities and the Phase VI Residential Common Areas and Phase VI Residential Common Services and Facilities together with the Phase VI Common Areas and Phase VI Common Services and Facilities, the Phase VI Car Park Common Areas and Phase VI Car Park Common Services and Facilities and the Phase VI Residential Common Areas and Phase VI Residential Common Services and Facilities to the Manager free of costs or consideration to be held by the Manager as trustee for all the Owners and the Manager must assign the said Shares together with the said areas and services and facilities free of costs or consideration to its successor as manager on termination of its appointment or to the Owners Corporation at any time if so required by the Owners Corporation.
- Phase VI Residential Units with open kitchen**
5. (a) Each Owner of Phase VI Residential Units with open kitchen shall in such manner at his sole expense repair maintain and keep in good repair and condition the fire fighting and protection installations in or appertaining to his Phase VI Residential Unit including but not limited to full-height fire rated resistant wall, smoke detector, fire alarm, sprinkler systems, sprinkler heads, automatic fire detection devices and when necessary replace

any part or parts thereof which require replacement to the satisfaction of the relevant Government department(s). The Owner and resident of any Phase VI Residential Unit with open kitchen shall comply with the following fire safety provisions to the satisfaction of the relevant Government department(s) and the Manager:

- (i) addressable smoke detectors provided at the common lobby outside the Phase VI Residential Unit shall not be removed or tampered;
- (ii) addressable multi-sensor smoke detectors with sounder base provided inside the Phase VI Residential Units shall not be removed or tampered or obstructed;
- (iii) sprinkler head provided at the ceiling immediately above the open kitchen shall not be removed or tampered or obstructed;
- (iv) the full height block wall having a fire resistance rating of not less than -/30/30 adjacent to the exit door of the Phase VI Residential Unit shall not be removed or tampered;
- (v) self-closing devices of main entrance door of Phase VI Residential Units shall not be removed;
- (vi) the fire safety provisions mentioned in (i), (ii) and (iii) above shall be subject to annual check at the cost and expense of the Owner of the Phase VI Residential Unit with open kitchen conducted by the fire service installation contractor registered with the Fire Services Department appointed by the Manager (“RFSIC”);
- (vii) the Owners and residents of the Phase VI Residential Units shall allow access for the RFSIC to carry out annual check, maintenance and inspection of the fire safety provisions mentioned in (i), (ii) and (iii) above in the Phase VI Residential Units; and
- (viii) maintenance and inspection work of the fire safety provisions mentioned in (i), (ii) and (iii) above with appropriate maintenance procedures shall be carried out at the cost and expense of the Owner of the Phase VI Residential Unit with open kitchen by RFSIC who shall be responsible for issuance of the relevant maintenance certificate (F.S. 251) to prove that such maintenance and inspection work have been carried out.

(b) The Owner or residents of any Phase VI Residential Unit with open kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan and the fire safety provisions mentioned in this Clause 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 ensure his tenants and other occupiers of his Phase VI Residential Unit observe and comply with the same.

(c) The Manager shall have the power to implement and/or monitor proper implementation of the Fire Safety Management Plan (including but not limited to providing staff training including the course of actions to be carried out by the security officer/security guard, carrying out fire drill annually and affixing permanent notice at Phase VI Residential Common Areas (such as in lift lobbies and on notice board) to remind the residents not to remove or demolish any fire safety provision) by Owners whose Phase VI Residential Units contain approved open kitchen design in accordance with the Fire Safety Management Plan and to enter into the relevant Phase VI Residential Units to implement the Fire Safety Management Plan and/or to take such measures and precautions as may be required to prevent any breach by any Owners in respect of fire safety management in Phase VI Residential Units. All cost and expenses incurred by the Manager in connection with the implementation and/or monitoring of the Fire Safety Management Plan shall be borne by the Owner(s) of the relevant Phase VI Residential Unit(s) with open kitchen.

(d) Within one month after the date of this Deed, MTR shall deposit a full copy of the Fire Safety Management Plan in the management office in Phase VI for inspection by all Owners of Phase VI free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund for Phase VI.

**Curtain walls and casement windows**

6. The Owner of any Phase VI Residential Unit shall be responsible for the cleaning of the internal surface of the curtain walls (including the openable windows and/or the non-openable windows installed therein or thereto) enclosing his Unit. The Owner of any Phase VI Residential Unit shall be responsible for the repair, maintenance and replacement works of the openable windows installed in or to any curtain wall enclosing his Unit and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows and shall only engage contractors nominated and approved by the Manager to carry out such works. The Owner of any Phase VI Residential Unit shall also be responsible for the repair, maintenance and replacement of the casement windows (whether openable or not) belonging to his Unit. The Owners of the Phase VI Residential Units shall not object and shall render full cooperation to the Manager for the purpose of cleaning the external surfaces and carrying out any works with regards to the curtain walls. When the Manager carries out cleaning of the external surface of the curtain walls, the Manager shall have the right to clean the external surface of the openable windows in the curtain walls as well and the costs and expenses incurred in connection therewith shall be paid from the management fund in respect of the Phase VI Residential Common Areas.

**Ownership and maintenance of Non-Common EV Facilities**

7. (a) Each Owner of the Phase VI Car Parking Space shall at his own cost and expense be responsible for the operation, maintenance, inspection, security, repair, replacement and renewal of the Non-Common EV Facilities serving his Phase VI Car Parking Space exclusively and the ownership of all such facilities shall belong to him. Each Owner of the Phase VI Car Parking Space shall indemnify the Owners or occupiers of other Units for his failure to observe and comply with the provisions of this Clause.

(b) Without prejudice to the generality of sub-clause (a) above, if any Owner of Phase VI Car Parking Space shall fail to repair or maintain the Non-Common EV Facilities serving his Phase VI Car Parking Space exclusively in accordance with sub-clause (a) above and it has caused damage or, in the reasonable opinion of the Manager, danger to the other part of Phase VI or the Owners or occupiers of the other Units, the Manager shall have the right and power, but not obliged, to carry out any repairs, maintenance, replacement or renewal works to the relevant Non-Common EV Facilities and



make good all damage (if any) caused by the Owner's failure to repair or maintain as the Manager shall in its absolute discretion see fit and all the costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant Phase VI Car Parking Space as a debt.

(c) The appearance and standards of all replaced Non-Common EV Facilities installed by an Owner of Phase VI Car Parking Space shall be consistent and compatible with the appearance and standards of the original Non-Common EV Facilities installed for his Phase VI Car Parking Space.

**Compliance with Ordinances, etc. in respect of Non-Common EV Facilities**

8. Each Owner of Phase VI Car Parking Space shall at his own costs and expense at all times:-

(a) observe and comply with all Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region and guidelines and directions as may be issued by the Environment Bureau or the Electrical and Mechanical Services Department or all other Government authorities from time to time and all the Building Rules and Phase VI House Rules (if any) as may be made and all such directions (if any) as may be given by the Manager from time to time in relation to the installation, use, operation, maintenance, repair, replacement and/or renewal of the Non-Common EV Facilities or any part thereof serving his Phase VI Car Parking Space exclusively including but not limited to any works to be carried out thereat and control of the consistent appearance of the Non-Common EV Facilities;

(b) take good care and such precautions as may be necessary in the use or operation of the Non-Common EV Facilities or any part thereof serving his Phase VI Car Parking Space exclusively so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units; and

(c) indemnify the Owners or occupiers of the other Units for his failure to observe or comply with the provisions of this Clause.

**Compliance with Ordinances, etc. in respect of EV Facilities for Visitors' Car Parking Spaces**

9. The Owners of Phase VI Residential Units shall ensure that the bona fide guests, visitors and invitees of the Owners or occupiers of the Phase VI Residential Units shall at all times:-

(a) observe and comply with all Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region and guidelines and directions as may be issued by the Environment Bureau or the Electrical and Mechanical Services Department or any Government authorities from time to time and all the Building Rules (if any) as may be made and all such directions (if any) as may be given by the Manager from time to time in relation to the use or operation of EV Facilities for Visitors' Car Parking Spaces;

(b) take good care and such precautions as may be necessary in the use of EV Facilities for Visitors' Car Parking Spaces or any part thereof so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units; and

(c) shall indemnify the Owners or occupiers of the other Units for their failure to observe or comply with the provisions of this Clause.

**Phase VI Noise Mitigation Measures**

10. (a) The Owner of any Phase VI Residential Unit with any Phase VI Noise Mitigation Measures serving or belonging to his Phase VI Residential Unit exclusively shall at his own cost and expense keep and

maintain such Phase VI Noise Mitigation Measures in good repair and substantial repair and condition and if any repair or replacement of such Phase VI Noise Mitigation Measures are required, the design, specification and use of materials thereof shall comply with the design and specification approved by the Director of Environmental Protection and shall also be subject to such guidelines and/or specifications and/or prescribed design as may be adopted or issued by the Manager from time to time.

(b) All Owners of Phase VI Residential Units shall observe and comply with all Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region and guidelines and directions as may be issued by any Government authorities from time to time in relation to use or maintenance or operation of the Phase VI Noise Mitigation Measures and no Owners of Phase VI Residential Units shall do or permit any act or thing to be done which may in any way damage or affect the Phase VI Noise Mitigation Measures.

**Inspection of external  
drainage pipes concealed  
by architectural features**

11. In respect of the external drainage pipes concealed by architectural features of each Tower, the Manager shall have the following powers and duties:

(a) the Manager shall provide a suitable CCTV Imaging Device and shall also provide trained personnel to operate the CCTV Imaging Device or enter into a contract with a service provider for conducting inspection of the external concealed drainage pipes by the CCTV Imaging Device; and

(b) the Manager shall arrange for regular inspection of the external concealed drainage pipes on such specified interval as proposed by the Authorized Person so as to alert any early signs of water leakage and pipe joints/pipe brackets conditions.

## SECTION E

### MEETINGS OF THE OWNERS OF PHASE VI

#### **Meetings of the Owners**

1. From time to time as occasion may require there shall be meetings of the Owners of Phase VI to discuss and decide matters concerning Phase VI as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of Phase VI shall be as is determined by the Owners of Phase VI.

#### **Annual Meeting**

2. (a) The Manager shall convene a meeting of the Owners of Phase VI and the first such meeting is to be convened within nine months of the date of this Deed.

(b) One such meeting, to be known as the Annual Meeting, shall be held as soon as practicable after the end of each financial year (as defined by Clause 3 of Section J of the Principal Deed) for the purposes of receiving the Manager's report and an income and expenditure account and balance sheet for the previous financial year in respect of Phase VI, and transacting any other business of which due notice is given in the notice convening the meeting.

#### **Convening of Meeting**

3. A meeting of Owners of Phase VI may be convened by:

- (a) the Phase VI Owners Sub-Committee;
- (b) the Manager; or
- (c) an Owner of Phase VI appointed to convene such a meeting by the Owners of Phase VI of not less than 5% of the Shares attributable to Phase VI in aggregate.

#### **Notice**

4. The person convening the meeting of the Owners of Phase VI shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner of Phase VI. The notice of meeting shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of meeting may be given:

- (a) by delivering it personally to the Owners;
- (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.

Provided that if the matter or matters to be discussed may in the opinion of MTR as the Owner of the Station Complex affect or have an impact on the Station Complex and/or be ancillary or pertaining thereto, notice of meeting shall also be served on MTR as the Owner of the Station Complex as aforesaid and MTR as the Owner of the Station Complex shall be entitled to attend the meeting.

#### **Quorum**

5. (a) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business.

(b) 10% of the Owners of Phase VI present in person or by proxy shall be a quorum at any meeting. For the purpose of this sub-clause, the reference to "10% of the Owners of Phase VI" shall be construed as a reference to 10% of the number of persons who are Owners of Phase VI without regard to their ownership of any particular percentage of the total number of Shares into which Phase VI is divided and not be construed as the Owners of 10% of the Shares in Phase VI in aggregate.

**Chairman**

6. A meeting of the Owners of Phase VI shall be presided over by the Chairman of the Phase VI Owners Sub-Committee or if the meeting is convened under Clause 3(b) or 3(c) of this Section, the person convening the meeting.

**Minutes**

7. The Chairman shall cause the Manager to keep a record of the persons present at the meeting and the proceedings thereof.

**Voting**

8. (a) At a meeting of Owners of Phase VI
- (i) an Owner shall have one vote in respect of each 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 a Share, the vote in respect of the Share may be cast:
    - (I) by a proxy jointly appointed by the co-Owners;
    - (II) by a person appointed by the co-Owners from amongst themselves; or
    - (III) if no appointment is made under Clauses 8(a)(iii)(I) or 8(a)(iii)(II) of this Section, 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 a Share and more than one of the co-Owners seek to cast a vote in respect of the 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 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.
- (b) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A of the Building Management Ordinance, and
- (i) shall be signed by the Owner; or
  - (ii) 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.
- (c) The instrument appointing a proxy shall be lodged with the Chairman of the Phase VI Owners Sub-Committee or, if the meeting is convened under Clauses 3(b) or 3(c) of this Section, the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (d) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- (e) For the avoidance of doubt, there shall not be any votes attaching to Shares allocated to the Phase VI Common Areas and Phase VI Common Services and Facilities, the Phase VI Residential Common Areas and Phase VI Residential Common Services and Facilities or the Phase VI Car Park Common Areas and Phase VI Car Park Common Services and Facilities nor shall such Shares be taken into account for the purpose of counting a quorum of any meeting, and the Manager shall not be entitled to vote as trustee of the relevant Owners of the Shares allocated thereto at any meeting of the Owners of Phase VI.

**Resolutions binding on Owners**

9. (a) Any resolution on any matter concerning Phase VI, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the Owners of Phase VI present in person or by proxy and voting shall be binding on all the Owners of Phase VI PROVIDED that:-

- (i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;
- (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 this Deed or is inconsistent therewith save as herein specifically provided;
- (iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute; and
- (v) any resolution on matters or issues which in the reasonable opinion of MTR as the Owner of the Station Complex may affect or have an impact on the Station Complex and/or be ancillary or pertaining thereto, shall be subject to the agreement of MTR as the Owner of the Station Complex.

(b) A resolution may be passed as to the manner in which the powers and duties hereby conferred on the Manager are to be exercised or carried out but no such resolution shall invalidate any prior act of the Manager which would have been valid had that resolution not been passed.

**Accidental omission of notice**

10. The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting and any resolution passed thereat.

**Resolutions requiring special majority**

11. Notwithstanding the provisions of Clause 9 of this Section, no resolution in respect of the matters referred to in Section D of the Principal Deed shall be valid unless passed by the majorities specified therein.

**Audit of annual accounts**

12. Prior to the formation of the Owners Corporation, the Owners of Phase VI at a meeting of the Owners of Phase VI convened under this Deed shall have the power to require the annual accounts of Phase VI to be audited by an independent auditor of their choice.

## SECTION F

### PHASE VI OWNERS SUB-COMMITTEE

- Number of members**
1. (a) The Phase VI Owners Sub-Committee shall consist of 5 members.
  - (b) The members of the Phase VI Owners Sub-Committee shall be made up of :
    - (i) 4 members as representatives of the Phase VI Residential Development; and
    - (ii) 1 member as representative of the Phase VI Car Park.
- Quorum**
2. (a) A quorum for meetings of the Phase VI Owners Sub-Committee shall be at least 3 members.
  - (b) Provided a quorum exists, the Phase VI Owners Sub-Committee shall be entitled to act and continue to act notwithstanding that the number of its members falls below 5 or that for any reason less than 5 members are elected in the manner herein provided.
- Eligibility for appointment**
3. The following persons shall be eligible for appointment to the Phase VI Owners Sub-Committee :-
    - (a) Any Owner (including any one of two or more co-Owners) of a Unit in Phase VI.
    - (b) The duly authorised representative (provided that such authorisation shall be in writing addressed to the Phase VI Owners Sub-Committee and may be revoked at any time on notice in writing given to the Phase VI Owners Sub-Committee), in his place, of any Owner of a Unit in Phase VI, being:
      - (i) the representative of an Owner which is a body corporate;
      - (ii) the husband, wife, or adult family member of an Owner provided such husband, wife or adult family member resides in or occupies such Owner's Unit; or
      - (iii) the occupying tenant of that Unit.
- Election of members**
4. (a) The Manager shall convene a meeting of the Owners of Phase VI comprising :-
    - (i) each Tower in the Phase VI Residential Development; and
    - (ii) the Phase VI Car Park.

The first such meeting to be convened within nine months of the date of this Deed (and to call further and subsequent meetings if required), which meeting and each subsequent Annual Meeting (as referred to in sub-clause (b) below) must appoint the members of the Phase VI Owners Sub-Committee and the Chairman and Secretary of the Phase VI Owners Sub-Committee.

(b) One such meeting, to be known as the Annual Meeting, shall be held as soon as practicable after the end of each financial year (as defined by Clause 3 of Section J of the Principal Deed) for the purposes of receiving

the Manager's report and an income and expenditure account and balance sheet for the previous financial year in respect of Phase VI, and transacting any other business of which due notice is given in the notice convening the meeting.

(c) At the first meeting and at each subsequent Annual Meeting :

- (i) the Owners of each Tower in the Phase VI Residential Development shall elect one (1) representative of that Tower to the Phase VI Owners Sub-Committee;
- (ii) the Owners of the Phase VI Car Park shall elect one (1) representative to the Phase VI Owners Sub-Committee.

## **Officers**

5. (a) The Officers of the Phase VI Owners Sub-Committee shall comprise :-

- (i) A Chairman;
- (ii) A Secretary; and
- (iii) Such other officers (if any) as the Phase VI Owners Sub-Committee may from time to time elect.

(b) All casual vacancies in the Officers shall be filled by election or appointment by the members of the Phase VI Owners Sub-Committee from among them as they may from time to time determine.

(c) A meeting of the Phase VI Owners Sub-Committee shall be presided over by:

- (i) the Chairman; or
- (ii) in the absence of the Chairman a member of the Phase VI Owners Sub-Committee appointed as chairman for that meeting.

## **Tenure of office**

6. (a) Members of the Phase VI Owners Sub-Committee shall hold office until the Annual Meeting of Owners of Phase VI next following their appointment or election provided that if the office of the retiring members or any of them is not filled, or if in any year no Annual Meeting is held, such members or member shall continue in office until the next Annual Meeting.

(b) Retiring members of the Phase VI Owners Sub-Committee shall be eligible for re-election or re-appointment as appropriate.

(c) A member of the Phase VI Owners Sub-Committee shall nevertheless cease to hold office if :

- (i) he resigns by notice in writing to the Phase VI Owners Sub-Committee;
- (ii) he ceases to be eligible;
- (iii) his authority is revoked by the Owners he represents;
- (iv) he, or the Owner(s) he represents, becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty;
- (v) he becomes incapacitated by physical or mental illness;
- (vi) he, or the Owner(s) he represents, has defaulted in paying his contribution towards the Management

- (vii) Charges for more than one month; he, or the Owner(s) he represents, fails to observe and perform the provisions of the Principal Deed or this Deed.

(d) Any one or more members of the Phase VI Owners Sub-Committee may be removed from office by a resolution of the Owners of Units of the part of Phase VI which he represents at an Extraordinary Meeting convened for the purpose by the Manager, the Phase VI Owners Sub-Committee or by Owners of Units in Phase VI entitled to attend and vote at any such meeting who in the aggregate have vested in them not less than 20% of the Shares attributable to the part of Phase VI which the member represents and at any such Meeting, new members of the Phase VI Owners Sub-Committee may be appointed in the place of those removed from office.

**Votes of members**

7. Members of the Phase VI Owners Sub-Committee shall be entitled to one vote each at Phase VI Owners Sub-Committee meetings and resolutions shall be passed by a simple majority of those present in person or by proxy and voting. In the case of equality of voting the Chairman shall have a second or casting vote. Proxies shall be in writing and shall be deposited with the Chairman of the meeting prior to the commencement of the meeting.

**Power to make rules**

8. The Phase VI Owners Sub-Committee shall have full power to determine where, when and how often it shall meet and to make rules and bye-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or bye-law shall be contrary to or inconsistent with the provisions of this Deed or the Principal Deed.

**Manager to be invited**

9. The Phase VI Owners Sub-Committee shall invite the Manager to any meeting called by giving the Manager at least seven (7) days' notice in writing of the date, time and place of the meeting and the matters to be discussed.

**Power to call meeting**

10. The Chairman, any two members of the Phase VI Owners Sub-Committee or the Manager may at any time convene a meeting of the Phase VI Owners Sub-Committee provided that the person or persons convening the meeting shall, at least 7 days before the date of meeting, give to each member of the Phase VI Owners Sub-Committee notice of the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of a meeting may be given:

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



**SECTION G**

**PHASE VI HOUSE RULES**

**Phase VI House Rules  
first in force**

1. The Phase VI House Rules set out in the Fourth Schedule hereto shall be deemed to have come into force on the date of this Deed in respect of Phase VI and shall remain in force until revoked or amended as hereinafter provided.

**Making and  
Amendment of  
Phase VI House Rules**

2. The Manager shall have power from time to time to make, revoke and amend the Phase VI House Rules regulating the use, occupation, maintenance and environmental control of Phase VI and the conduct of persons occupying, visiting or using the same and the Phase VI House Rules shall not be inconsistent with or contravene the provisions of the Principal Deed, this Deed, the Building Management Ordinance or the Government Grant Provided That if the Phase VI Owners Sub-Committee is in existence, the Phase VI House Rules shall only be made, revoked or amended by the Manager with the prior approval of the Phase VI Owners Sub-Committee.

**Phase VI House Rules to  
be posted on notice  
boards**

3. Copies of the Phase VI House Rules from time to time in force shall be posted on the public notice boards in Phase VI.

## SECTION H

### INTERPRETATION AND MISCELLANEOUS

- Marginal notes, headings and index**
1. The marginal notes, headings and index are intended for guidance only and do not form part of this Deed nor shall any of the provisions of this Deed be construed or interpreted by reference thereto or in any way affected or limited thereby.
- Plurals and genders**
2. In this Deed (if the context so permits or requires) words importing the singular number only shall include the plural number and vice versa, words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons shall include corporations.
- Service of notices**
3. (a) All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by prepaid post to or left at the Unit of which the party to be served is the Owner notwithstanding that such party shall not personally occupy such Unit Provided That where notice is to be given to an Owner who is a mortgagee, such notice shall be served on the mortgagee, if a Company, at its last known place of business or, if an individual at his last known residence in Hong Kong .
- (b) All notices required to be given to the Manager under this Deed shall be properly served if sent by prepaid post to or left at their registered office or the management office in Phase VI of the Development or such other address as may be notified by the Manager from time to time.
- (c) All notices required to be given to the Phase VI Owners Sub-Committee shall be properly served if sent by prepaid post to or left with the Chairman or Secretary of the Phase VI Owners Sub-Committee at his usual residential address.
- (d) All non-resident Owners shall provide the Manager with an address within Hong Kong for service of process and notices to be given pursuant to this Deed.
- Covenants to run with the Land**
4. The mutual covenants herein contained are intended to be annexed to and shall run with the Land and each and every Share therein and shall be enforceable by and against the Owner for the time being of any such Share both as to the benefit and burden of such covenants, and any Ordinance or other statutory enactment for the time being in force concerning the enforcement of mutual covenants relating to land or buildings shall apply to this Deed.
- Chinese Translation**
5. Within one month after the date of this Deed, MTR shall at its own cost cause a direct translation in Chinese of this Deed to be made and deposit a copy of this Deed and the Chinese translation in the management office in Phase VI for inspection by all Owners of Phase VI free of charge and for taking copies at their expense and upon payment of reasonable copying charges. All charges received shall be credited to the Special Fund for Phase VI. In the event of a dispute as to the effect of the Chinese translation and the English document, the English version approved by the Director is to prevail.
- Building Management Ordinance**
6. (a) Nothing in this Deed shall prejudice or in any way be construed or constructed so as to prejudice or exclude the operation of the provisions of the Building Management Ordinance and the Schedules thereto.
- (b) Within one month after the date of this Deed, MTR shall at its own cost deposit a copy of Schedule 7 and Schedule 8 to the Building

Management Ordinance in both English and Chinese versions in the management office in Phase VI for reference by all Owners of Phase VI free of charge and for taking copies at their own expense and upon payment of reasonable copying charges. All charges received shall be credited to the Special Fund for Phase VI.

## **Works and Installations**

7. (a) MTR shall compile for the reference of the Owners of Phase VI and the Manager a maintenance manual for the Works and Installations ("**the Works Manual**") setting out the following details :

- (i) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) Recommended maintenance strategy and procedures;
- (iv) A list of items of the Works and Installations requiring routine maintenance;
- (v) Recommended frequency of routine maintenance inspection;
- (vi) Checklist and typical inspection record sheets for routine maintenance inspection; and
- (vii) Recommended maintenance cycle of the Works and Installations;

(b) MTR shall deposit a full copy of the Works Manual in the management office in Phase VI within one month after the date of this Deed for inspection by all Owners of Phase VI free of charge and taking copies at their own expense and on payment of a reasonable charge which shall be credited to the Special Fund for Phase VI.

(c) The Owners of Phase VI shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of Phase VI and their own Units including the Works and Installations.

(d) All costs incidental to the preparation of the schedule for the Works and Installations and the Works Manual shall be borne by MTR.

(e) The Owners of Phase VI may, by a resolution of Owners at an Owners' meeting of Phase VI convened under this Deed, decide on any necessary revisions to be made to the schedule for the Works and Installations and the Works Manual from time to time as they shall deem fit, in which event the Manager shall procure from a qualified professional or consultant the revised schedule for the Works and Installations and the revised Works Manual within such time as may be prescribed by the Owners of Phase VI in an Owners' meeting of Phase VI convened under this Deed. All costs incidental to the preparation of the revised schedule for the Works and Installations and the revised Works Manual shall be paid out of the Special Fund for Phase VI.

(f) The Manager shall deposit the revised Works Manual in the management office in Phase VI within one month after the date of its preparation for inspection by all Owners of Phase VI free of charge and taking copies at their own expense and on payment of a reasonable charge which shall be credited to the Special Fund for Phase VI.

**Paragraphs 7(7) and 7(8)  
of Schedule 7 to Building  
Management Ordinance**

8. (a) 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 Non-Station Development, and the Owners Corporation has appointed a Manager under Clause 2(j)(ii) of Section H of the Principal Deed, 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 Clause 2(j)(ii) of Section H of the Principal Deed that may otherwise render that person liable for a breach of that undertaking or agreement.

(b) Clauses 2(d), (e), (f), (g), (h), (i) and (j) of Section H of the Principal Deed and sub-clause (a) of this Clause are subject to any notice relating to the Non-Station Development that may be published by the Secretary for Home Affairs under section 34E(4) of the Building Management Ordinance but does not apply to any single manager referred to in that section.

**THE FIRST SCHEDULE**  
**PART I**  
**ALLOCATION OF SHARES**

**Phase VI Residential Development :**

	<u>No. of Shares allocated to each Tower</u>	
Tower 1 (T1)	315,444	
Tower 2 (T2)	286,342	
Tower 3 (T3)	271,976	
Tower 5 (T5)	250,873	1,124,635

**Phase VI Car Park :**

(i) Car Parking Spaces Nos.PA001 to PA217 on B1 Floor (125 Shares each)	27,125	
(ii) Car Parking Spaces Nos.PB001 to PB262 on B2 Floor (125 Shares each)	32,750	
(iii) Motor Cycle Parking Spaces Nos.M1 to M50 on B1 Floor (24 Shares each)	1,200	61,075

**Phase VI Common Areas and Phase VI Common Services and Facilities :** 23,940

**Phase VI Car Park Common Areas and Phase VI Car Park Common Services and Facilities :** 47,707

**Phase VI Residential Common Areas and Phase VI Residential Common Services and Facilities :** 253,247 324,894

**Total Shares :** -----  
1,510,604  
=====

**Allocation of Shares to each Phase VI Residential Unit**

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>	<u>No. of Shares allocated to each Unit</u>	<u>Sub-Total</u>
1	2/F	A *	461	
		B *	1,000	
		C *	473	
		D *	823	
		E *	629	
		F *	494	
		G *	478	
		H *	478	
		J *	454	
		K *	465	5,755
	3/F – 40/F (excluding 4/F, 13/F, 14/F, 22/F, 24/F and 34/F) (32 storeys)	A	443	
		B	984	
		C	462	
		D	821	
		E	581	
F		465		
G		452		
H		452		
42/F – 62/F (excluding 44/F and 54/F) (19 storeys)	J	433		
	K	467	177,920	
	A	443		
	B	984		
	C	462		
	D	821		
	E	581		
	F	465		
	G	452		
	H	452		
63/F	J	433		
	K	467	105,640	
	A *	2,362		
	B	578		
	C	465		
	D	452		
	E	452		
	F	433		
	G	465	5,207	
	65/F – 67/F (3 storeys)	A	2,308	
B		578		
C		465		
D		452		
E		452		
F		433		
G		465	15,459	
68/F	A @#	2,522		
	B*@#	1,347		
	C*@#	1,594	5,463	
			-----	
			315,444	

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 22/F and 41/F are refuge floors.
3. There is no designation of Tower 4.
4. \* with private flat roof(s)  
@ with private roof(s)  
# with stairhood(s)

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>	<u>No. of Shares allocated to each Unit</u>	<u>Sub-Total</u>
2	2/F	A *	824	5,306
		B *	634	
		C *	743	
		D *	524	
		E *	512	
		F *	476	
		G *	472	
		H *	496	
		J *	625	
			3/F – 40/F (excluding 4/F, 13/F, 14/F, 22/F, 24/F and 34/F) (32 storeys)	
B	600			
C	717			
D	513			
E	471			
F	448			
G	447			
H	466			
J	575			
	42/F – 58/F (excluding 44/F and 54/F) (15 storeys)			A
		B	590	
		C	1,301	
		D	471	
		E	448	
		F	447	
		G	466	
		H	575	
	59/F	A	785	4,881
		B *	1,689	
		C	471	
		D	448	
		E	447	
		F	466	
		G	575	
	60/F – 63/F (4 storeys)	A	785	19,464
		B	1,674	
		C	471	
		D	448	
		E	447	
		F	466	
		G	575	
	65/F – 66/F (2 storeys)	A	2,419	9,650
		B	471	
		C	448	
		D	447	
		E	466	
		F	574	
	67/F	A	2,414	
		B	471	
		C	448	



	D	447	
	E	466	
	F	574	4,820
68/F	A @#	2,662	
	B @	522	
	C @	745	
	D *@#	1,343	5,272
			-----
			286,342

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 22/F and 41/F are refuge floors.
3. There is no designation of Tower 4.
4. \* with private flat roof(s)  
@ with private roof(s)  
# with stairhood(s)

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>	<u>No. of Shares allocated to each Unit</u>	<u>Sub-Total</u>
3	2/F	A *	423	
		B *	721	
		C *	383	
		D *	380	
		E *	656	
		F *	547	
		G *	344	
		H *	274	
		J *	274	
		K *	274	
		L *	279	
		M *	453	5,008
			3/F – 65/F (excluding 4/F, 13/F, 14/F, 22/F, 24/F, 34/F, 41/F, 44/F, 54/F and 64/F) (53 storeys)	A
		B	714	
		C	378	
		D	375	
		E	656	
		F	574	
		G	334	
		H	268	
		J	268	
		K	268	
		L	273	
		M	410	261,343
	66/F	A @#	1,610	
		B @#	1,394	
		C *@#	1,324	
		D @	276	
		E @	277	
		F @	293	
		G @	451	5,625
				-----
				271,976

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 22/F and 41/F are refuge floors.
3. There is no designation of Tower 4.
4. \* with private flat roof(s)  
@ with private roof(s)  
# with stairhood(s)

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>	<u>No. of Shares allocated to each Unit</u>	<u>Sub-Total</u>
5	2/F	A *	641	4,712
		B *	395	
		C *	387	
		D *	634	
		E *	287	
		F *	316	
		G *	282	
		H *	331	
		J *	276	
		K *	272	
		L *	274	
		M *	273	
		N *	344	
			3/F – 21/F (excluding 4/F, 13/F and 14/F) (16 storeys)	
B	384			
C	376			
D	633			
E	277			
F	306			
G	267			
H	305			
J	270			
K	268			
L	268			
M	267			
N	335			
	23/F – 65/F (excluding 24/F, 34/F, 41/F, 44/F, 54/F and 64/F) (37 storeys)			A
		B	381	
		C	374	
		D	635	
		E	277	
		F	306	
		G	267	
		H	305	
		J	270	
		K	268	
		L	268	
		M	267	
		N	335	
			66/F	A @#
B* @#	1,283			
C @	325			
D @	286			
E @	327			
F @	281			
G @	279			
H @	300			
J @	285			
K @	361			
				-----
				250,873

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 22/F and 41/F are refuge floors.
3. There is no designation of Tower 4.
4. \* with private flat roof(s)  
@ with private roof(s)  
# with stairhood(s)

**THE FIRST SCHEDULE**  
**PART II**  
**ALLOCATION OF MANAGEMENT UNITS**

**Phase VI Residential Development :**

	<u>No. of Management Units allocated to each Tower</u>	
Tower 1 (T1)	315,444	
Tower 2 (T2)	286,342	
Tower 3 (T3)	271,976	
Tower 5 (T5)	250,873	1,124,635

**Phase VI Car Park :**

(i) Car Parking Spaces Nos.PA001 to PA217 on B1 Floor (125 Management Units each)	27,125	
(ii) Car Parking Spaces Nos.PB001 to PB262 on B2 Floor (125 Management Units each)	32,750	
(iii) Motor Cycle Parking Spaces Nos.M1 to M50 on B1 Floor (24 Management Units each)	1,200	61,075

**Phase VI Common Areas and Phase VI Common Services and Facilities :** 0

**Phase VI Car Park Common Areas and Phase VI Car Park Common Services and Facilities :** 0

**Phase VI Residential Common Areas and Phase VI Residential Common Services and Facilities :** 0

**Total Management Units :** 1,185,710

**Allocation of Management Units to each Phase VI Residential Unit**

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>	<u>No. of Management Units allocated to each Unit</u>	<u>Sub-Total</u>
1	2/F	A *	461	
		B *	1,000	
		C *	473	
		D *	823	
		E *	629	
		F *	494	
		G *	478	
		H *	478	
		J *	454	
		K *	465	5,755
			3/F – 40/F (excluding 4/F, 13/F, 14/F, 22/F, 24/F and 34/F) (32 storeys)	A
B	984			
C	462			
D	821			
E	581			
F	465			
G	452			
H	452			
J	433			
K	467			177,920
	42/F – 62/F (excluding 44/F and 54/F) (19 storeys)			A
		B	984	
		C	462	
		D	821	
		E	581	
		F	465	
		G	452	
		H	452	
		J	433	
		K	467	105,640
			63/F	A *
B	578			
C	465			
D	452			
E	452			
F	433			
G	465			5,207
	65/F – 67/F (3 storeys)	A	2,308	
		B	578	
		C	465	
		D	452	
		E	452	
		F	433	
		G	465	15,459
	68/F	A @#	2,522	
		B*@#	1,347	
		C*@#	1,594	5,463
				----- 315,444

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 22/F and 41/F are refuge floors.
3. There is no designation of Tower 4.
4. \* with private flat roof(s)  
@ with private roof(s)  
# with stairhood(s)

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>	<u>No. of Management Units allocated to each Unit</u>	<u>Sub-Total</u>
2	2/F	A *	824	5,306
		B *	634	
		C *	743	
		D *	524	
		E *	512	
		F *	476	
		G *	472	
		H *	496	
		J *	625	
		3/F – 40/F (excluding 4/F, 13/F, 14/F, 22/F, 24/F and 34/F) (32 storeys)	A	
B	600			
C	717			
D	513			
E	471			
F	448			
G	447			
H	466			
J	575			
42/F – 58/F (excluding 44/F and 54/F) (15 storeys)	A		785	76,245
	B	590		
	C	1,301		
	D	471		
	E	448		
	F	447		
	G	466		
	H	575		
59/F	A	785	4,881	
	B *	1,689		
	C	471		
	D	448		
	E	447		
	F	466		
	G	575		
60/F – 63/F (4 storeys)	A	785	19,464	
	B	1,674		
	C	471		
	D	448		
	E	447		
	F	466		
	G	575		
65/F – 66/F (2 storeys)	A	2,419	9,650	
	B	471		
	C	448		
	D	447		
	E	466		
	F	574		
67/F	A	2,414		
	B	471		



	C	448	
	D	447	
	E	466	
	F	574	4,820
68/F	A @#	2,662	
	B @	522	
	C @	745	
	D *@#	1,343	5,272
			-----
			286,342

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 22/F and 41/F are refuge floors.
3. There is no designation of Tower 4.
4. \* with private flat roof(s)  
@ with private roof(s)  
# with stairhood(s)

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>	<u>No. of Management Units allocated to each Unit</u>	<u>Sub-Total</u>		
3	2/F	A *	423	5,008		
		B *	721			
		C *	383			
		D *	380			
		E *	656			
		F *	547			
		G *	344			
		H *	274			
		J *	274			
		K *	274			
		L *	279			
		M *	453			
		3/F – 65/F (excluding 4/F, 13/F, 14/F, 22/F, 24/F, 34/F, 41/F, 44/F, 54/F and 64/F) (53 storeys)	A		413	261,343
			B		714	
C	378					
D	375					
E	656					
F	574					
G	334					
H	268					
J	268					
K	268					
L	273					
M	410					
66/F	A @#		1,610	5,625		
	B @#	1,394				
	C *@#	1,324				
	D @	276				
	E @	277				
	F @	293				
	G @	451				
				-----		
				271,976		

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 22/F and 41/F are refuge floors.
3. There is no designation of Tower 4.
4. \* with private flat roof(s)  
@ with private roof(s)  
# with stairhood(s)

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>	<u>No. of Management Units allocated to each Unit</u>	<u>Sub-Total</u>
5	2/F	A *	641	4,712
		B *	395	
		C *	387	
		D *	634	
		E *	287	
		F *	316	
		G *	282	
		H *	331	
		J *	276	
		K *	272	
		L *	274	
		M *	273	
		N *	344	
			3/F – 21/F (excluding 4/F, 13/F and 14/F) (16 storeys)	
B	384			
C	376			
D	633			
E	277			
F	306			
G	267			
H	305			
J	270			
K	268			
L	268			
M	267			
N	335			
	23/F – 65/F (excluding 24/F, 34/F, 41/F, 44/F, 54/F and 64/F) (37 storeys)			A
		B	381	
		C	374	
		D	635	
		E	277	
		F	306	
		G	267	
		H	305	
		J	270	
		K	268	
		L	268	
		M	267	
		N	335	
			66/F	A @#
B* @#	1,283			
C @	325			
D @	286			
E @	327			
F @	281			
G @	279			
H @	300			
J @	285			
K @	361			
				-----
				250,873

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 22/F and 41/F are refuge floors.
3. There is no designation of Tower 4.
4. \* with private flat roof(s)  
@ with private roof(s)  
# with stairhood(s)

**THE SECOND SCHEDULE**

**PART I**

**EASEMENTS**

Right to pass

1. Full right and liberty for the Owner for the time being, his servants, agents, licensees, tenants and lawful occupants :

(a) of a Phase VI Residential Unit to go, pass and repass over and along and upon the Phase VI Common Areas and the Phase VI Residential Common Areas in common with all others having the like right; and

(b) of a Phase VI Car Parking Space to go, pass and repass over and along and upon the Phase VI Common Areas and the Phase VI Car Park Common Areas in common with all others having the like right;

for all purposes connected with the proper use and enjoyment of his Unit.

Right of Owners of the Phase VI Residential Units

2. Full right and liberty for the Owner for the time being, his servants, agents, licensees, tenants and lawful occupants of a Phase VI Residential Unit to go, pass and repass over and along and upon the Phase VI Car Park Common Areas and to use the Phase VI Car Park Common Services and Facilities for all purposes connected with (a) access to and from the refuse storage and material recovery chamber on B1 Floor of the buildings erected on Phase VI (which is for identification purpose only as shown and indicated on the B1 Plan annexed hereto as "RS & MRC"), which forms part of the Phase VI Common Areas, and (b) access and egress to and from and use of the Visitors' Car Parking Spaces in the Phase VI Car Park.

Rights of Owners of the Phase VI Car Parking Spaces

3. Subject to the provisions of Clauses 7 and 8 of Section D of this Deed and to the management expenses for the Common EV Facilities to be borne by the Owners of Phase VI Car Parking Spaces, the full right and liberty (Subject Always to the rights of the Manager under this Deed and the Principal Deed) for the Owner of a Phase VI Car Parking Space for the time being at his own cost and expense to install, maintain, repair and replace an electric meter and such associated facilities within the electric meter room of the Phase VI Car Park Common Areas and to lay and/or maintain, repair and replace such cables, base box, socket outlets, protective and security devices within the Phase VI Car Park Common Areas at such locations and in such manner to be approved by the Manager (including but not limited to the designation of routing and the manner of which such installation, maintenance, repair and replacement is carried out) for the purposes of or in connection with the proper use and enjoyment and operation of the Non-Common EV Facilities serving his Phase VI Car Parking Space exclusively.

**THE SECOND SCHEDULE**  
**PART II**  
**EXCEPTIONS AND RESERVATIONS**

Rights of other  
Owners

1. Easements, rights and privileges set out in Part II of the Second Schedule of the Principal Deed.

Rights relating to future  
covered pedestrian  
walkway within Phase VI

2. Subject to the terms of the Government Grant, the right for all members of the public to go, pass and repass over and along and upon any covered pedestrian walkway as may be constructed within Phase VI from time to time in the future pursuant to Special Condition No.(53)(b)(iv) of the Government Grant 24 hours a day free of charge without any interruption.

**THE THIRD SCHEDULE**  
**RESTRICTIONS AND PROHIBITIONS**

- |   |  |
|---|--|
| Not to partition                                  | 1. Not to partition any Phase VI Residential Unit or Phase VI Car Parking Space.   |
| User  | 2. (a) Not to use or permit or suffer to be used any Phase VI Residential Unit for any purpose whatsoever other than as a private dwelling.<br><br>(b) Not to use or permit or suffer to be used any Phase VI Car Parking Space other than for the parking of one private motor vehicle or one private motor cycle (as the case may be).   |
| Not to make alterations or additions              | 3. (a) Other than in exceptional circumstances and subject to the prior written consent of the Manager, not to make any structural alterations or additions or paint the outside of the Phase VI Residential Units, alter the exterior window glass, alter or remove the railings or balustrades on any Phase VI Utility Platform or Phase VI Balcony, or generally do anything that might alter or affect the external appearance of the Phase VI Residential Units.<br><br>(b) Not to make any structural alteration which will interfere with or affect the rights of the other Owners.<br><br>(c) Not to make any alteration to the common fire exit door/facilities which are connected to the private lift lobby which forms part of a Phase VI Residential Unit.        |
| Phase VI Balconies and Phase VI Utility Platforms | 4. (a) Not to cause, permit, suffer or allow any Phase VI Balcony and the covered area underneath such Phase VI Balcony or any Phase VI Utility Platform and the covered area underneath such Phase VI Utility Platform to be enclosed above safe parapet height other than as under the Approved Plans by any material of whatsoever kind or nature, and to keep and maintain any Phase VI Balcony or Phase VI Utility Platform in the design and layout as provided under the Approved Plans.<br><br>(b) Not to erect, affix or place or cause or permit or suffer or allow to be erected, affixed or placed any structure or partition of any material whether of a permanent or temporary nature on any Phase VI Balcony or Phase VI Utility Platform or any part thereof. |
| Not to hang washing                               | 5. Not to use or permit or suffer to be used any portion of any Unit or the roofs or flat roofs (if any) held and enjoyed therewith, other than the place provided therein specifically therefor, for the washing or drying of clothes or any similar purpose or in any way which may alter the external appearance of the buildings or cause damage, nuisance, annoyance or inconvenience to the other Owners and occupiers of the Land and the Development.  |
| Not to exhibit signs                              | 6. Not to exhibit in or upon any Phase VI Residential Unit any name, writing, drawing, signboard, plate, advertisement or placard of any kind.   |
| Not to misuse lavatories                          | 7. Not to use or permit or suffer to be used any water closet or other water apparatus on or in the Land and the Development (including those within the Phase VI Residential Units) for any purpose other than that for which they are intended and not to throw or permit or suffer to be thrown into any W.C. pan, urinal, basin, sink or other lavatory fitting any foreign or deleterious substance of any kind and to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision. The cost of clearing any blockage and/or making good any breakage or damage resulting from their misuse will be charged to the person responsible  |

or to the Owner of the Unit in which the problem originated.

Not to obstruct  
Common Areas

8. (a) Not to use or cause or permit or suffer the use of any of the Phase VI Residential Common Areas, the Phase VI Car Park Common Areas or the Phase VI Common Areas for the purpose of drying laundry (except in the places specifically provided therefor) or hanging or placing or storing any article or thing thereon or therein and not to permit servants (or the children of any servant) or any other person to use the same for loitering or eating.

(b) Not to encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Phase VI Residential Common Areas, the Phase VI Car Park Common Areas or the Phase VI Common Areas and the Manager shall be entitled without notice and at the Owner's expense to remove and dispose of as they see fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other person whomsoever and each and every Owner hereby agrees to keep the Manager indemnified against all losses, claims, damages or expenses of and against the Manager in respect thereof.

No erection of  
metal grilles  
and shutters

9. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows or door or doors or entrance or entrances of any Phase VI Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap.95) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Phase VI Residential Common Areas or the Phase VI Residential Common Services and Facilities and the design of any metal grille or shutter or gate shall, prior to the installation thereof, first be submitted to the Manager for his approval in writing and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed.

Not to obstruct  
driveways

10. Not to park in, obstruct or otherwise use or permit or suffer any servant, agent, visitor or licensee to park in, obstruct or otherwise use those areas of the Land and the Development allocated to the parking, movement or access of vehicles or designated as loading and unloading areas otherwise than in accordance with the Phase VI House Rules from time to time made pursuant to Section G of this Deed or the Building Rules made pursuant to Section K of the Principal Deed.

Visitors' Car Parking  
Spaces

11. Subject to Clause 12 below, the Visitors' Car Parking Spaces in the Phase VI Car Park, which form parts of the Phase VI Car Park Common Areas, shall be used only for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the visitors or invitees of the Owners or occupiers of the Phase VI Residential Development.

Parking spaces for  
disabled persons

12. The parking spaces for disabled persons among the Visitors' Car Parking Spaces, which form parts of the Phase VI Car Park Common Areas, shall be used only for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Phase VI Residential Development and their bona fide guests, visitors and invitees.

Loading and unloading  
bays

13. The loading and unloading bays on the Ground Floor of the buildings erected on Phase VI, which form parts of the Phase VI Residential Common Areas, shall be used only for the purpose of loading and unloading by the Owners or residents of the Phase VI Residential Development.



Pedal-cycle parking spaces

14. The pedal-cycle parking spaces in the Phase VI Car Park, which form parts of the Phase VI Residential Common Areas, shall be used only for the parking of pedal-cycles belonging to the Owners, occupiers, visitors or invitees of the Owners or occupiers of the Phase VI Residential Development.

No demolition or alteration of partition walls and/or floor/roof slabs and consent record

15. The Manager shall deposit in the management office of Phase VI the record provided by the Director of the information relating to the consent given under Special Condition No.16(k) of the Government Grant for inspection by all Owners of Phase VI free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase VI.

**THE FOURTH SCHEDULE**  
**PHASE VI HOUSE RULES**

1. (a) The purpose of Phase VI House Rules is to help maintain and preserve Phase VI of the Non-Station Development as a high quality residential estate. They are for the benefit of all Owners of Phase VI and residents and occupiers, on whom (together with their tenants, licensees, guests, servants and agents) they are binding.
- (b) The Phase VI House Rules are supplementary to the Principal Deed and this Deed, the terms of which will prevail in the event of any conflict.
- (c) The Manager is empowered to enforce the Phase VI House Rules and, from time to time as necessary, to amend or revoke them or make new rules in accordance with Section G of this Deed.
2. (a) The movement and parking of vehicles within Phase VI is under the control of the Manager and all drivers must comply with directions given by the staff of the Manager.
- (b) The speed limit on Phase VI is 20 kph.
3. (a) No vehicle of any description, whether belonging to a resident or otherwise, may park anywhere on Phase VI other than in one of the proper parking spaces provided for that purpose.
- (b) Each resident may park his car(s) in his Phase VI Car Parking Space(s) and must not use the Phase VI Car Parking Space of any other resident without his prior consent.
- (c) Each Phase VI Car Parking Space may be used only for the parking of one private car or one motor cycle (as the case may be); the carrying out of repairs and the storage of anything whatsoever is strictly prohibited.
- (d) No lorries, commercial or goods vehicles may be parked in any Phase VI Car Parking Space (other than light vans or taxis belonging to an Owner or occupier of the Residential Development), except that delivery vehicles and such like visiting Phase VI on legitimate business may, as directed by the Manager, use spaces which are reserved for that purpose.
- (e) Any vehicle parked in contravention of the above rules, may be impounded or removed by the Manager without prior warning. The Manager may also, without liability to its owner, remove and dispose of any derelict vehicle which is an eyesore or otherwise causing nuisance to the residents, (notwithstanding that it has been left in a designated parking space). All cost and charges incurred or levied by the Manager shall be recoverable from the owner of the vehicle impounded or removed.
4. The following matters require the prior written consent of the Manager, which may be granted, withheld (such consent shall not be unreasonably withheld), or granted subject to conditions at its absolute discretion, and work must not commence unless and until such consent has been obtained:-
  - (a) the installation of air-conditioners and any similar or related plant or equipment (other than the usual domestic package-type units in the apertures provided in the Phase VI Residential Unit), subject to the Manager's right to require such subsequent modifications (or complete removal) as they may deem necessary including, without limitation, the taking of measures to avoid condensation dripping on the premises below; and
  - (b) the installation and/or use of window guard

Provided that the Manager must not charge any fee other than a reasonable administrative fee for issuing consent and such fee must be credited to the Special Fund for Phase VI.

5. No washing may be hung on or anything projected from or out of any roof, flat roof, balcony or window of the Phase VI Residential Units or any other buildings on Phase VI.

6. Each resident is required to keep his Unit in a good state of preservation and cleanliness and is responsible for ensuring that no dirt, garbage, waste or other matter is dropped, swept or thrown outside onto the Common Areas, or the premises of any other resident.
7. Garbage and refuse from each Unit shall be removed and handled in such manner as the Manager may direct.
8. Residents must not play or operate any musical instrument, radio, television, recording equipment or such like, or cause or permit or suffer any noise to emanate from their Units to the disturbance or annoyance of other residents.
9. The Phase VI Residential Units are to be used for residential purposes only and must not be used for or in connection with any business or for gambling or any illegal or immoral purpose.
10. Notwithstanding Clause 1(x) in the Third Schedule of the Principal Deed, no Owner or resident shall bring or keep in any Unit any dogs, cats, pets, live poultry or other animals which may be the subject of reasonable complaint from the other Owners or residents Provided That this provision shall not apply to guide dogs required for blind persons.
11. The Manager is empowered to make, revoke and amend the Fitting Out Rules relating to the carrying out of work to any Unit and regulations governing the use and enjoyment of the swimming pool and all other recreational facilities to be used by the residents and occupiers of Phase VI Residential Development and their bona fide visitors.
12. Residents are not permitted to utilise any employee of the Manager or any of the staff of Phase VI for their own private business or purposes.
13. Any consent or approval under Phase VI House Rules given by the Manager may be revoked at any time Provided that such consent or approval shall not be revoked unreasonably.
14. Any queries or complaints in regard to any matter concerning Phase VI should be made to the Manager, preferably in writing.

**THE FIFTH SCHEDULE**  
**WORKS AND INSTALLATIONS**

1. structural elements;
2. external wall finishes and roofing materials;
3. fire safety elements;
4. plumbing system;
5. drainage system;
6. fire services installations and equipment;
7. electrical wiring system;
8. lift installations;
9. gas supply system;
10. window installations;
11. ventilation system;
12. curtain walls; and
13. gondolas.

**THE SIXTH SCHEDULE**  
**PART I**  
**PHASE VI BALCONIES**

<b><u>Tower</u></b>	<b><u>Floor</u></b>	<b><u>Unit which has a Phase VI Balcony</u></b>
All Towers	All Residential Floors	All Units

**PART II**  
**PHASE VI UTILITY PLATFORMS**

<b><u>Tower</u></b>	<b><u>Floor</u></b>	<b><u>Unit which has a Phase VI Utility Platform</u></b>
All Towers	All Residential Floors	All Units except Units B, D and K on 2/F of T1, Units E, F, G, H, J, K and L on 2/F of T3 and Units D, E, F, G, J, K, L, M and N on 2/F of T5

**SIGNED SEALED and DELIVERED** )  
by )  
)  
the lawful attorney of MTR Corporation Limited )  
in its capacity as registered owner of the Units in )  
Phase VI of the Development (except the First )  
Assigned Premises) whose signature is verified )  
by : )

**SIGNED SEALED and DELIVERED** )  
by the Purchaser in the presence of: )

**SIGNED SEALED and DELIVERED** )  
by )  
)  
the lawful attorney of MTR Corporation Limited )  
in its capacity as Manager whose signature is )  
verified by : )