

Dated the _____ day of _____ 20[]

ASIA METRO INVESTMENT LIMITED
(國萬投資有限公司)

AND

[]

AND

CHINA OVERSEAS PROPERTY SERVICES LIMITED
(中國海外物業服務有限公司)

DEED OF MUTUAL COVENANT INCORPORATING
MANAGEMENT AGREEMENT

of

TAI PO TOWN LOT NO.221

THE REGENT (天鑽)

REGISTERED in the Land Registry by Memorial
No.
on

F. Zimmern & Co.,
Solicitors & Notaries,
Rooms 1002-3, 10th Floor,
York House,
The Landmark,
15 Queen's Road Central,
Hong Kong.
(AN/CON/11613-16/JH)

DEED OF MUTUAL COVENANT INCORPORATING MANAGEMENT AGREEMENT

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THIS DEED is made the day of

Two thousand and

BETWEEN

- (1) ASIA METRO INVESTMENT LIMITED (國萬投資有限公司) whose registered office is situate at the 10th Floor, Three Pacific Place, 1 Queen's Road East, Hong Kong (hereinafter called "the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part;
- (2)

(hereinafter called "the First Assignee" which expression shall where the context so admits include his executors, administrators, successors and assigns) of the second part; and
- (3) CHINA OVERSEAS PROPERTY SERVICES LIMITED (中國海外物業服務有限公司) whose registered office is situate at Unit A, 19th Floor, China Overseas Building, 139 Hennessy Road, Wanchai, Hong Kong (hereinafter called "the Manager" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part.

WHEREAS :-

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

"Authorized Person"

means Mr. Wong Ming Yim of DLN Architects Limited, who is appointed by the First Owner under section 4(1)(a) of the Buildings Ordinance (Cap.123) as a co-ordinator of building works for the Estate, which expression shall include any other authorized person or persons as defined in section 2(1) of the Buildings Ordinance (Cap.123) appointed or nominated under section 4(2) of the Buildings Ordinance (Cap.123) in the place of the said Mr. Wong Ming Yim;

"Balconies"

means the balconies provided within the Residential Units as green features pursuant to the JPN1, and "Balcony" shall be construed accordingly. Such Balconies are shown (for identification purpose) hatched black and marked "BAL." on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

"Buildings"

means the buildings, the Units and other structures comprised in the Estate erected in accordance with the Building Plans or any approved amendments thereto;

"Building Plans"

means the general building plans and specifications in respect of the Estate or in respect of any part or parts of the Estate prepared by the Authorized Person and approved by the Building Authority under Ref. No.BD2/9034/16 and include any approved amendments thereto;

“Capital Equipment Fund”

means one special fund to be set up by the Manager pursuant to the provisions in Clause 17 hereof for the Non-recurrent Expenditure;

“Carpark”

means collectively all the Parking Spaces and the Carpark Common Areas and Facilities;

“Carpark Common Areas and Facilities”

means and includes part of the Non-building Areas, the Works and Installations (excluding the Slopes and Retaining Walls and except those forming part of the Units, the Residential Common Areas and Facilities and the Estate Common Areas and Facilities), and such of the driveway, ramps, lift lobbies, lifts, fresh air intake fan rooms, exhaust fan rooms, staircases, electric vehicle charger rooms, extra low voltage rooms, electrical rooms, escalator, escalator lobby, fan rooms, intake fan room, bypass lobbies, car park entrance lobby, generator room, pipe ducts, spaces, parts, areas, services, facilities, fixtures, fittings, plant, machinery, apparatus and installations from time to time provided or installed in the Estate for the common use and benefit of the Owners and occupiers of the Parking Spaces, the Disabled Parking Spaces, the Visitors' Parking Spaces and the refuse storage and material recovery chambers forming part of the Estate Common Areas and Facilities and their bona fide guests, visitors or invitees in accordance with this Deed, but EXCLUDING the Estate Common Areas and Facilities, the Residential Common Areas and Facilities and such areas within the Estate the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such services and facilities within the Estate serving only any particular Owner. Such Carpark Common Areas and Facilities (if and where capable of being shown on plans) are shown coloured yellow and yellow hatched black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Certificate of Compliance”

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

“Certificate of Compliance Registration”

shall be as defined in the Buildings Energy Efficiency Ordinance (Cap.610);

“Club House”

means the club house including the facilities comprising of, inter alia, game rooms, stores, a children pool, indoor and outdoor swimming pools, a pool deck, an open sun deck, saunas, lobbies, corridors, a basketball court, a children play room, a bowling alley, function rooms, a table tennis room, a gymnasium, a yoga/dance room, a karaoke room, a study room, a lounge, changing rooms, lavatories, a pantry, kitchens, lift lobbies, lifts, pipe ducts, filtration plant rooms, fire services installations and such other areas and facilities as are now or from time to time approved by the Director of Lands;

“Common Areas and Facilities”

means collectively :

- (a) the Estate Common Areas and Facilities;

- (b) the Residential Common Areas and Facilities;
- (c) the Carpark Common Areas and Facilities; and
- (d) such areas within the meaning of “common parts” as defined in the Building Management Ordinance (Cap.344) within the Lot and the Estate (save and except such part(s) as specifically included in a Unit assigned)

and such Common Areas and Facilities (if and where capable of being shown on plans) are shown coloured brown, brown triangulated black, brown hatched black, brown hatched black triangulated black, green, green triangulated black, green hatched black and green hatched black triangulated black, yellow and yellow hatched black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Conditions”

means the document(s) of title setting forth the rights and entitlements granted by the Government to the First Owner in respect of the Lot, namely Agreement and Conditions of Sale dated the 11th day of March 2016 and registered in the Land Registry as New Grant No.22295 (as varied or modified by a Modification letter dated the 27th day of February 2018 and registered in the Land Registry by Memorial No.18030602490018) under which the First Owner is entitled to a lease for the residue of a term of fifty (50) years commencing from the 11th day of March 2016 and any subsequent extensions or modifications thereto or renewals thereof;

“Covered Landscape Areas”

means the covered landscape areas as shown coloured green and marked “COVERED LANDSCAPE AREA” on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Covered Walkways”

means the covered walkways at the Lower Ground First Floor of the Estate as shown coloured green and marked “COVERED WALKWAY” on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Disabled Parking Spaces”

means the five (5) parking spaces at the Lower Ground Second Floor and the Lower Ground First Floor of the Estate for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation and belonging to the residents of the Estate and their bona fide guests, visitors or invitees provided pursuant to Special Condition No.(23)(b)(i) of the Conditions and as shown in car park layout plan or amended car park layout plan approved by the Director of Lands, and also shown coloured green and marked “L2P-152”, “L2P-175”, “L2P-204”, “L1P-25” and “L1P-168” on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Drainage Impact Assessment”

means the drainage impact assessment approved by the Director of Drainage Services referred to in Special Condition No.(41)(a) of the Conditions;

“Environmental Assessment”

means the environmental assessment approved by the Director of Lands referred to in Special Condition No.(43)(a) of the Conditions and includes any approved amendments thereto, a copy of the latest Environmental Assessment as at the date hereof is deposited to the building management office pursuant to Clause 70(b) hereof;

“Estate”

means the whole of the development erected or to be erected on the Lot known as The Regent (天鑽) in accordance with the Conditions and the Building Plans;

“Estate Common Areas and Facilities”

means those parts, areas, services and facilities which are intended for common use and benefit of the Owners of the Estate as a whole and not for the sole benefit of any Owner or group of Owners of the Estate including but not limited to :

- (a) part of the Non-building Areas, the Works and Installations (except those forming part of the Units, the Carpark Common Areas and Facilities and the Residential Common Areas and Facilities and except such parts of the Slopes and Retaining Walls that are outside the boundaries of the Lot), part of the Greenery Areas, the Landscape Buffer Areas, planters, a building management office, guard rooms, guard lavatories, an owners’ committee office, areas for the installation or use of aerial broadcast distribution or telecommunications network facilities, boundary fence walls, external walls (including the finishes and features thereon, any curtain walls forming part of such external walls and those components of the curtain wall system and parapets) of the Estate (save to the extent forming part of the Residential Common Areas and Facilities and the Residential Units) and the structural or loading bearing elements which serve or support the Estate as a whole;
- (b) a lay-by, water features, fire services installations, staircases, a rain water recycle tank and pump room, a rain water recycle tank, a master water meter room, generator rooms, corridors, transformer rooms, low voltage switch rooms, potable and flushing water and car park cleansing water tanks and pump room, an emergency vehicular access, refuse storage and material recovery chambers, a sprinkler pump room, a sprinkler water tank, fire services pump rooms, fire services water tanks, a street fire hydrant pump room, a street fire hydrant tank, a fire control centre and sprinkler control valves, fire services inlets, sprinkler inlets, screen walls and associated cavity walls; and
- (c) such spaces, parts, areas, services, facilities, fixtures, fittings, systems, devices, machinery, apparatus and installations from time to time installed or provided for the common use and benefit of the Estate as a whole in accordance with this Deed

but EXCLUDING the Residential Common Areas and Facilities, the Carpark Common Areas and Facilities and such areas within the Estate the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such services and facilities within the Estate serving only any particular Owner. Such Estate Common Areas and Facilities (if and where capable of being shown on plans) are shown coloured brown, brown triangulated black, brown hatched black, brown hatched black triangulated black, violet and indigo on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Estate Rules”

means the rules supplemental to this Deed governing the Estate or any part or parts thereof from time to time in force made and/or amended pursuant to this Deed by the Manager with the approval of the Owners’ Committee (if any);

“FSMP”

means the “Fire Safety Management Plan for Open Kitchen Designs” relating to the Residential Units with open kitchen required to be implemented by the Buildings Department, and any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant Government authority, a copy of the FSMP as at the date hereof is deposited to the building management office pursuant to Clause 69(c) hereof ;

“Form of Compliance”

shall be as defined in the Buildings Energy Efficiency Ordinance (Cap.610);

“Government”

means the Government of Hong Kong for the time being;

“Green and Innovative Features”

means the part or parts of the design or construction in the Estate incorporating the features of the Balconies, the Non-structural Prefabricated External Walls, the Utility Platforms and acoustic fins at Tower 2 provided pursuant to the JPN1 and the JPN2;

“Green Area”

means such portions of the future public roads shown coloured green on the plan annexed to the Conditions referred to in Special Condition No.(2) of the Conditions and shall not be used by the Owners without the prior written consent of the Director of Lands for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(2) of the Conditions;

“Greenery Areas”

means the greenery areas (including the vertical greenery areas) provided pursuant to the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers APP-152 of the Buildings Department for the common use and benefit of the Estate in accordance with this Deed and such greenery areas (including the vertical greenery areas) (if and where capable of being shown on plans) are shown coloured brown triangulated black, brown hatched black triangulated black, green triangulated black and green hatched black triangulated black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Green Cross-hatched Black Area”

means such areas shown coloured green cross-hatched black on the plan annexed to the Conditions referred to in Special Condition No.(36) of the Conditions;

“Green Hatched Black Areas”

means such areas shown coloured green hatched black on the plan annexed to the Conditions referred to in Special Condition No.(35) of the Conditions;

“Hong Kong”

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

“JPN1”

means the Joint Practice Note No.1 of the Buildings Department, the Lands Department and the Planning Department;

“JPN2”

means the Joint Practice Note No.2 of the Buildings Department, the Lands Department and the Planning Department;

“Landscape Buffer Areas”

means such areas shown coloured pink stippled black triangulated black and pink triangulated black on the plan annexed to the Conditions referred to in Special Condition No.(10) of the Conditions;

“Lot”

means all that piece or parcel of ground registered in the Land Registry as Tai Po Town Lot No.221;

“maintain”

means operate, service, repair, uphold, support, renew, rebuild, overhaul, pave, purge, scour, cleanse, empty, amend, replace, paint, insure and decorate or any of such of the foregoing as may be applicable in the circumstances and in the interest of good estate management, and “maintenance” shall be construed accordingly;

“management expenses”

means expenses, costs and charges necessarily and reasonably incurred in the management of the Lot and the Estate;

“management funds”

means all moneys received, recovered or held by the Manager for the use and benefit of the Estate pursuant to this Deed, including but not limited to payments on account of monthly management expenses, management expenses in advance, security deposits, common utilities deposits, debris removal fee/decoration charges and the Capital Equipment Fund;

“Management Shares”

means those notional shares allocated to the Residential Units and the Parking Spaces as provided in the First Schedule hereto for the purposes of calculating the contributions payable by their respective Owners towards the management expenses of the Estate;

“Noise Mitigation Measures”

means the environmental mitigation measures mentioned in the Environmental Assessment, namely, the acoustic fins at Tower 2 (marked “ACOUSTIC FIN” and shown coloured green on the plans certified as to their accuracy by the Authorized Person and annexed thereto);

“Non-building Areas”

means such areas shown coloured pink stippled black and pink stippled black triangulated black on the plan annexed to the Conditions referred to in Special Condition No.(9) of the Conditions

and also (if and where capable of being shown on plans) shown coloured hatched black, brown hatched black, brown hatched black triangulated black, green hatched black, green hatched black triangulated black and yellow hatched black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Non-enclosed Areas”

means the Balconies, the covered areas underneath the Balconies, the Utility Platforms and the covered areas underneath the Utility Platforms;

“Non-recurrent Expenditure”

means expenses of a kind not expected by the Manager to be incurred annually or of a capital nature and includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, apparatus, plant and machineries in or for the Common Areas and Facilities and the costs of the relevant investigation works and professional services;

“Non-structural Prefabricated External Walls”

means the non-structural prefabricated external walls provided within the Estate as green features pursuant to the JPN2 which (if and where capable of being shown on plans) are shown delineated by a red line on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Owner”

shall be as defined in the Building Management Ordinance (Cap.344) and means and includes each person in whom for the time being any Undivided Share is vested and who for the time being appears from the records at the Land Registry to be the owner of any Undivided Share and registered as such under the Land Registration Ordinance (Cap.128) or its replacement enactment applicable to the Lot and the Estate and every joint tenant or tenant in common of any such Undivided Share and its, his or their executors, administrators, successors and assigns and where any such Undivided Share has been assigned or charged by way of mortgage or charge the word “Owner” shall include both mortgagor or chargor and his registered mortgagee or registered chargee in possession of such Undivided Share or any registered mortgagee or registered chargee who has foreclosed such Undivided Share PROVIDED THAT subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such Undivided Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the registered mortgagee or registered chargee is in possession of or has foreclosed such Undivided Share or has appointed a receiver to manage such Undivided Share in which case only the registered mortgagee or registered chargee in possession of or who has foreclosed such Undivided Share or (as the case may be) who has appointed a receiver to manage such Undivided Share is entitled to exercise the voting rights and “Owners” shall be construed accordingly;

“Owners’ Committee”

means a committee of the Owners of the Estate established under the provisions of this Deed, and where an Owners’ Corporation has been formed, the management committee of the Owners’ Corporation;

“Owners’ Corporation”

means a corporation of the Owners of the Estate registered under section 8 of the Building Management Ordinance (Cap.344);

“Parking Space”

means any of the parking spaces at the Lower Ground Second Floor and the Lower Ground First Floor of the Estate designated for the parking of private motor vehicles or private motorcycles licensed under the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation and belonging to the residents of the Estate and their bona fide guests, visitors or invitees, in accordance with the Building Plans and the Conditions, and as shown in the car park layout plan or amended car park layout plan approved by the Director of Lands, and to which the Undivided Shares have been or will be allocated as more particularly set out in the First Schedule hereto, and “Parking Spaces” shall be construed accordingly, which shall, for the avoidance of doubt, exclude the Disabled Parking Spaces and the Visitors’ Parking Spaces;

“PNAP APP-93”

means the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers APP-93 issued by the Buildings Department;

“Recreational Areas and Facilities”

means and includes the Club House and such of the recreational areas and facilities for the common use and benefit of all the residents of the Estate and their bona fide visitors as approved in writing by the Director of Lands under Special Condition No.(12) of the Conditions and such other recreational areas and facilities as are now or from time to time constructed by the First Owner and designed for such purposes and approved by the Director of Lands;

“Residential Accommodation”

means such parts of the Estate constructed or to be constructed for residential purposes in accordance with the Building Plans and the Conditions;

“Residential Common Areas and Facilities”

means and includes the Disabled Parking Spaces, the Visitors’ Parking Spaces, the loading bays, the Covered Landscape Areas, the Covered Walkways, part of the Greenery Areas, part of the Non-building Areas, the Recreational Areas and Facilities, the Noise Mitigation Measures, air-conditioning platforms, the Works and Installations (excluding the Slopes and Retaining Walls and except those forming part of the Units, the Carpark Common Areas and Facilities and the Estate Common Areas and Facilities), external drainage pipes enclosed by architectural features in respect of the Towers and the designated accesses and working places for such drainage pipes, planters, pipe ducts, hose reels, water features, a water feature plant room, water feature pump rooms, refuse storage and material recovery rooms, planting areas, a ramp, water meter rooms, water meter cabinets, entrance lobbies, main switch rooms, sprinkler water tanks and pump rooms, a generator room, a fire services and sprinkler water tank room, surge tanks, a service lift for the Club House, a potable and flushing water pump room, flat roofs, upper roofs, beams, top roofs, a glass canopy, the open landscape areas, the covered sitting area, potable and flushing water tanks and pump rooms, fire services water tanks and pump rooms, telecommunications and broadcasting rooms, electrical rooms/ducts, extra-low voltage rooms/ducts, filtration plant rooms, lift lobbies, lifts, lift machine rooms, lift overruns, horizontal fins, canopies, staircases, a sunken garden, protected lobbies, external walls (including the finishes and features thereon, any curtain walls forming part of such external walls and those components of the curtain wall system, the Non-structural Prefabricated External Walls and parapets) of the Towers (save to the extent forming part of the Residential Units and the Estate Common Areas and Facilities) and the structural or load bearing elements which serve or support the Residential Units or the

Towers or the Residential Accommodation only, the gondola system and any other services, facilities, fixtures, fittings, machinery, apparatus and installations from time to time installed or provided in the Estate intended for the common use and benefit of the Owners and occupiers of the Residential Units and their bona fide guests, visitors or invitees in accordance with this Deed and such other areas within the Lot and such other systems, devices and facilities within the Estate as are now or from time to time designated by the First Owner for the common use and benefit of the Residential Accommodation in accordance with this Deed but EXCLUDING the Estate Common Areas and Facilities, the Carpark Common Areas and Facilities and such areas within the Estate the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such services and facilities within the Estate serving only any particular Owner. Such Residential Common Areas and Facilities (if and where capable of being shown on plans) are shown coloured green, green triangulated black, green hatched black, green hatched black triangulated black and red lines on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Residential Unit”

means a unit or a flat in the Towers in the Residential Accommodation including but not limited to, any Balcony, Utility Platform, flat roof, portion of the roof or garden held with and forming part of such unit or flat, railings, balustrades, all window glazing, window panes, window frames, any openable windows installed in any curtain walls enclosing such unit or flat and sealant around the windows serving such unit or flat exclusively, the plaster and covering of the internal surface of the external walls enclosing such unit or flat and the plaster and covering of the internal surface of other enclosing walls abutting on the Common Areas and Facilities enclosing such unit or flat (but not any other part of those walls), all non-structural or non-load bearing internal partitions and walls of such unit or flat (but in case of a non-structural party wall adjoining two units or flats only up to the mid point of such party wall) and any smoke detector, sprinkler head and other fire services installations serving any unit or flat with open kitchen exclusively, to which the Undivided Shares have been or will be allocated as more particularly set out in the First Schedule hereto, and “Residential Units” shall be construed accordingly;

“Sewerage Impact Assessment”

means sewerage impact assessment approved by the Director of Environmental Protection referred to in Special Condition No.(42)(a) of the Conditions;

“Slopes and Retaining Walls”

means such slopes, retaining walls, slope treatment works, boundary walls and/or other structures (if any) within or outside the Lot (if and where capable of being shown on a plan) as shown coloured violet and indigo on the plans certified as to their accuracy by the Authorized Person and attached hereto the maintenance of which is the liability of the Owners under the provisions of the Conditions or this Deed;

“Tower”

means each of the seventeen (17) towers of the multi-storeyed buildings forming part of the Estate and erected on the Lot and respectively known or intended to be known as Tower 1, Tower 2, Tower 3, Tower 5, Tower 6, Tower 7, Tower 8, Tower 9, Tower 10, Tower 11, Tower 12, Tower 13, Tower 15, Tower 16, Tower 17, Tower 18 and Tower 19 and “Towers” shall be construed accordingly;

“Undivided Share” or “Undivided Shares”

means those equal undivided parts or shares of and in the Lot and the Estate allocated in

accordance with the provisions of this Deed or in accordance with any sub-deed of mutual covenant;

“Unit”

shall have the same meaning as “flat” under the Building Management Ordinance (Cap.344) and means any Residential Unit or Parking Space, the exclusive use enjoyment and possession of which has been or is intended to be assigned to an Owner, and to which the Undivided Shares in the Lot and the Estate shall have been allocated, and “Units” shall be construed accordingly;

“Unsold Unit”

means such Unit the construction of which has been completed and which remains unsold three (3) months after the date of this Deed or three (3) months after the date when the First Owner is in a position to validly assign or dispose of its relevant Undivided Shares (i.e. when the consent to assign or the Certificate of Compliance has been issued), whichever is the later, and “Unsold Units” shall be construed accordingly;

“Utility Platforms”

means the utility platforms provided within the Residential Units as green features pursuant to the JPN2, and “Utility Platform” shall be construed accordingly. Such Utility Platforms are shown (for identification purpose) cross hatched black and marked “U.P.” on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Visitors’ Parking Spaces”

means the eighty-seven (87) parking spaces at the Lower Ground Second Floor of the Estate each for the parking of a motor vehicle licensed under the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation and belonging to the bona fide guests, visitors or invitees of the residents of the Estate provided pursuant to Special Condition No.(23)(a)(iii) of the Conditions and as shown in the car park layout plan or amended car park layout plan approved by the Director of Lands, and also shown coloured green and marked “L2P-04”, “L2P-05”, “L2P-11”, “L2P-12”, “L2P-18”, “L2P-19”, “L2P-26” to “L2P-34” (both inclusive), “L2P-54” to “L2P-61” (both inclusive), “L2P-109” to “L2P-151” (both inclusive), “L2P-153” to “L2P-166” (both inclusive), “L2P-180”, “L2P-183”, “L2P-190”, “L2P-191”, “L2P-227”, “L2P-235” and “L2P-236” on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Watercourse”

means a watercourse within the Lot existing at the date of the Conditions as for identification purpose only marked “WATERCOURSE” on the plan annexed to the Conditions referred to in Special Condition No.(38)(b) of the Conditions;

“Works and Installations”

means all major works and installations in the Estate which will require regular maintenance on a recurrent basis as itemized in the FOURTH SCHEDULE hereto and as may from time to time revised or issued in accordance with the provisions of this Deed, the maintenance of which is the liability of the Owners under the provisions of the Conditions or this Deed.

- (2) Immediately prior to the Assignment (as hereinafter defined) to the First Assignee hereinafter referred to, the First Owner is the registered owner and is in possession of the Lot subject to the terms and conditions set out in the Conditions and upon issue of the Certificate of Compliance,

would become entitled to a lease of the Lot for the residue of a term of fifty (50) years commencing from the 11th day of March 2016.

- (3) The First Owner has developed the Lot in accordance with the Building Plans and the Conditions and has constructed the Estate. The Estate consists of (i) the Lower Ground Second Floor and the Lower Ground First Floor, each of which contains, inter alia, the Parking Spaces, (ii) the Recreational Areas and Facilities (including the Club House) on the Lower Ground First Floor, and (iii) the seventeen (17) Towers, each of which contains, inter alia, the Residential Units.
- (4) For the purposes of sale and defining individual ownership, the Lot and the Estate have been notionally divided into 96,680 Undivided Shares which have been allocated in such manner as provided in the FIRST SCHEDULE hereto.
- (5) The First Owner has already obtained the Certificate of Compliance and is entitled to assign or otherwise dispose of the Undivided Shares together with the right to the exclusive use and occupation of a part or parts of the Estate.
- (6) By an assignment (herein called the "Assignment") bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed, the First Owner assigned All Those [*]/96,680 Undivided Shares together with the exclusive right to hold use occupy and enjoy the premises known as [*] of the Estate (hereinafter called the "said premises") unto the First Assignee subject to and with the benefit of the Conditions and this Deed.
- (7) The parties hereto have agreed to enter into this Deed for the purposes of making provisions for the management, maintenance, repair, renovation, improvement, insurance and service of the Lot and the Estate and the Common Areas and Facilities therein and defining and regulating the rights, interests and obligations of the Owners in respect thereof and providing for the apportionment of the expenses of such management, maintenance, repair, renovation, improvement, insurance and service to be borne by the Owners.
- (8) The Director of Lands has approved the terms of this Deed in accordance with Special Condition No.(20) of the Conditions.
- (9) In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter and vice versa and words importing persons shall include corporations and vice versa.

NOW THIS DEED WITNESSETH as follows :-

SECTION I
RIGHTS AND OBLIGATIONS OF OWNERS

1. The First Owner shall at all times hereafter, subject to and with the benefit of the Conditions and this Deed, have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Lot and the Estate together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the said premises assigned to the First Assignee as aforesaid and the Common Areas and Facilities and SUBJECT TO the rights and privileges granted to the First Assignee by the aforesaid Assignment and SUBJECT TO the provisions of this Deed.
2. The First Assignee shall at all times hereafter, subject to and with the benefit of the Conditions and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to

the exclusion of the First Owner the said premises assigned to the First Assignee by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.

3. Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the SECOND SCHEDULE hereto and the express covenants and provisions herein contained and contained in the Conditions.
4. The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the THIRD SCHEDULE hereto and contained in the Conditions.
5. Subject to the Conditions and this Deed, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Undivided Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share or Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Estate which may be held therewith PROVIDED THAT any such sale, assignment, mortgage, charge, lease or licence shall be made expressly subject to and with the benefit of this Deed and PROVIDED FURTHER THAT every such assignment, mortgage, charge, lease or underletting for a term of more than three years or other alienation of the Lot or any part thereof or any interest therein shall be registered at the Land Registry.
6.
 - (a) The right to the exclusive use, occupation and enjoyment of any part of the Lot or the Estate shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share or the Undivided Shares with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause shall not extend to leases or tenancies the terms of which shall not exceed ten (10) years in aggregate including any right of renewal.
 - (b) The right to the exclusive use occupation and enjoyment of any flat roof, portion of the roof, garden, Balcony or Utility Platform (as the case may be) shall not be sold assigned mortgaged charged leased or otherwise dealt with separately from the Residential Unit with which the flat roof, the portion of the roof, the garden, the Balcony or the Utility Platform is held.
 - (c) Each Unit shall not be partitioned or sold assigned mortgaged charged leased or otherwise dealt with separately from other parts or portions of that Unit.
7.
 - (a) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Unit together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities and the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
 - (b) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Parking Space together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Carpark Common Areas and Facilities and the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
 - (c) The right and liberty to use the Residential Common Areas and Facilities, the Estate

Common Areas and Facilities and the Carpark Common Areas and Facilities as referred to in Clauses 7(a) and (b) above shall be subject to the provisions of this Deed, the rights of the Manager, the Estate Rules and the fitting out rules (if any) relating thereto.

- (d) Upon execution of this Deed, the First Owner shall assign the whole of the Common Areas and Facilities together with the number of the Undivided Shares relating thereto to the Manager free of cost or consideration who must hold the Common Areas and Facilities and the whole of the Undivided Shares relating thereto as trustee for the benefit of all the Owners subject to the Conditions and subject to and with the benefit of this Deed but otherwise free from encumbrances.

SECTION II
ADDITIONAL RIGHTS OF THE FIRST OWNER

- 8. The First Owner shall for as long as it remains the beneficial owner of any Undivided Share have the right at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights :-
 - (a) Subject to the Conditions and Clause 7(d) hereof, at all times hereafter but subject to and with the benefit of the Conditions and this Deed insofar as they relate thereto, the full and unrestricted right without interference by the other Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares and the part(s) of the Estate held therewith retained by the First Owner.
 - (b) At its own costs and expense the right to enter into and upon the Lot and the Estate (other than any part of the Lot and any part of the Estate that have been sold or assigned by the First Owner) with or without agents, surveyors, workmen, contractors and others and with or without vehicles, equipment, plant, materials and machinery for the purposes of constructing, completing, improving or renovating the Estate or any part or parts thereof (save and except any part of the Lot and any part of the Estate that have been sold or assigned by the First Owner) or for carrying out all such works in, under, on or over the Lot and the Estate (save and except any part of the Lot and any part of the Estate that have been sold or assigned by the First Owner) as it may from time to time reasonably see fit upon giving prior notice in writing to the Owners (save in case of emergency). The right of the First Owner to enter the Lot and the Estate (save and except any part of the Lot and any part of the Estate that have been sold or assigned by the First Owner) under this sub-clause (b) shall extend equally to all necessary contractors, agents, workers and other persons authorized by the First Owner. The First Owner for the purpose of this sub-clause (b) may from time to time issue in writing to the Owners instructions as to the areas or parts of the Lot and the Estate (save and except any part of the Lot and any part of the Estate that have been sold or assigned by the First Owner) that the Owners, their servants, agents or licensees may or may not use while any works as aforesaid are being carried out PROVIDED THAT the exercise of any of the rights under this sub-clause (b) shall not interfere with the right of any Owner to the exclusive use occupation and enjoyment of his part of the Estate or impede or restrict the access to and from any such part of the Estate and the First Owner shall rectify any damage caused to the Lot and the Estate in the course of exercising any of such rights.
 - (c) The right for itself, its licensees or other third parties to install, affix, paint, maintain, alter, renew and remove any one or more chimneys, flues, pipes, signs, signboards, masts, aerials, antennae, satellite dish, cables, telecommunication systems or installations, lightning conductors and lighting and other fixtures or structures or facilities of whatsoever kind on any part or parts of the Common Areas and Facilities and such other areas of the Estate the exclusive right to hold, use, occupy and enjoy the

same has not been sold or assigned by the First Owner for the purpose of supplying utility services to the Lot or any part thereof and the right to enter into and upon any part of the Estate with or without agents, surveyors, workmen, contractors and others and with or without vehicles, equipment, plant, materials and machinery at all reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes aforesaid PROVIDED THAT the prior written approval by a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof has been obtained if the exercise of any of such rights shall affect the Common Areas and Facilities or any part or parts thereof and any payment received for such approval shall be credited to the relevant part(s) of the Capital Equipment Fund and the exercise of any of such rights shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns or impede or restrict the access to and from any such part of the Estate.

- (d) The right to change the name of the Estate at any time as the First Owner shall deem fit and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner upon giving six (6) months' notice to the Owners.
- (e) The right to dedicate to the public any part or parts of the Lot and/or the Estate which the First Owner owns for the purposes of passage with or without vehicles or in such manner as the First Owner shall in its absolute discretion deem fit PROVIDED THAT in making such dedication the First Owner shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns nor impede or restrict the access to and from any such part of the Estate and no Owner (except the First Owner) shall have any claim for any consideration or compensation or benefit offered by the Government for such dedication if the Building Authority permits the site coverage or the plot ratio for any building or buildings or for any part or parts of any building or buildings within the Lot to exceed the permitted site coverage or plot ratio, as the case may be, as a result of such dedication or the Government offers any money or grant any land as compensation for or in exchange of such dedication.
- (f) The right subject to the prior written approval by a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof, to adjust and/or re-align the boundary of the Lot and for these purposes, to apply to the Government for any alteration, amendment, variation or addition to the terms and conditions of the Conditions, and to negotiate and agree with the Government in connection therewith and any such adjustment, re-alignment, alteration, amendment, variation and/or addition shall be binding on the Owners and all expenses shall be paid out of the management funds PROVIDED THAT the exercise of any of the rights under this sub-clause (f) shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns nor impede or restrict the access to and from any such part of the Estate and any extra site coverage or plot ratio or monetary compensation obtained by the First Owner as a result of the exercise of any of the rights under this sub-clause (f) shall be used and designated as part of the Common Areas and Facilities or go into the relevant part(s) of the Capital Equipment Fund, as the case may be.
- (g) The right to enter into a sub-deed of mutual covenant or sub-deeds of mutual covenant in respect of any part or parts of the Estate (excluding any part of the Estate which has been sold or assigned by the First Owner) PROVIDED THAT it/they shall not conflict with the provisions of this Deed or adversely affect(s) the rights, interests or obligations of the other Owners not bound by it/them and it/they shall be approved by the Director of Lands unless the requirement for its/their approval is waived by the Director of Lands in his absolute discretion.

- (h) The right subject to the Conditions and the prior written approval by a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof, to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, footbridges, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and Facilities or to grant any similar rights by licence for the benefit of the adjacent land or any adjoining or neighbouring lands PROVIDED THAT the exercise of such right shall not interfere with the right of any Owner to the exclusive use occupation and enjoyment of his part of the Estate nor impede or restrict the access to and from any such part of the Estate and this right shall only be exercised for the benefit of the Lot and the Estate and any receipt from the exercise of such right shall be credited to the relevant part(s) of the Capital Equipment Fund.
- (i) The right subject to the prior written approval by a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof to obtain the grant of any easements, rights of way or any other rights of whatever nature whether proprietary, contractual or otherwise over or in relation to any adjoining or neighbouring land for the benefit of the Lot.
- (j) The right subject to obtaining any necessary consent under the Conditions and the law, to alter, amend, vary or add to the Building Plans without the concurrence or approval of any Owner or other person having an interest in the Estate PROVIDED THAT those rights shall not be exercised in respect of any part of the Estate which has been sold or assigned by the First Owner and such alteration, amendment, variation or addition shall not interfere with the right of any Owner to the exclusive use occupation and enjoyment of his part of the Estate nor impede or restrict the access to and from any such part of the Estate.
9. The Owners hereby jointly and severally and irrevocably APPOINT the First Owner as their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 8 hereof and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant and to covenant in the assignments of the relevant Undivided Shares to the Owners and the subsequent assignments thereof to acknowledge the rights reserved to the First Owner in Clause 8 hereof and to appoint the First Owner as their attorney as aforesaid.

SECTION III MANAGER AND MANAGEMENT CHARGES

10. The parties hereto have agreed with the Manager for the Manager to undertake the management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and insurance of the Lot and the Estate and the Common Areas and Facilities (all or any of which activities where not inapplicable herein is/are included under the word "management") from the date of this Deed for an initial term of two (2) years and such appointment shall continue until terminated by the Manager giving to the Owners' Committee (or where there is no Owners' Committee to each of the Owners and by displaying the same in a prominent place in the Estate) not less than three (3) months' notice in writing to terminate the same in accordance with Clause 19 hereof or prior to the formation of the Owners' Corporation, by the Owners' Committee acting upon a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof

to terminate the Manager's appointment without compensation at any time (whether during or after the initial term of two (2) years) upon giving to the Manager not less than three (3) months' notice in writing in the manner as hereinafter provided or until the occurrence of the event that the Manager is being wound up or has a receiving order made against it or until terminated in accordance with Clause 20 hereof.

11. (a) Subject to Clause 11(b) hereof, in the event that the Manager shall be wound up or a receiving order shall be made against it, or upon termination of the Manager's appointment in whatever manner, the Owners' Committee (if any) shall immediately itself undertake the management of the Lot and the Estate or at its option appoint another estate management company or agent in its stead to carry out the management and maintenance of the Lot and the Estate in accordance with the provisions of this Deed and on appointment thereof the Owners' Committee shall on behalf of the Owners enter into a Management Agreement with such estate management company or agent defining its rights duties and obligations.
- (b) In the event that an Owners' Corporation is formed under the Building Management Ordinance (Cap.344), the Manager then existing or, as the case may be, its liquidator or receiver or the new Manager appointed under Clause 11(a) hereof, shall, at any time upon the request of the Owners' Corporation, assign to it the Undivided Shares allocated to the Common Areas and Facilities and transfer to it the management responsibilities free of costs and consideration and the Owners' Corporation shall hold the Undivided Shares so assigned on trust for the benefit of all the Owners for the time being.
- (c) Subject to sub-clause (d) of this Clause, if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Estate that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (d) If the Manager's appointment ends for any reason, the Manager shall within two (2) months of the date its appointment ends :-
 - (i) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which its appointment ends and ending on the date its appointment ended and a balance sheet of the Estate as at the date the Manager's appointment ended, and the Manager shall arrange for that account and balance sheet to be audited by an accountant or some other independent auditor specified in a resolution of the Owner's Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
 - (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of sub-clause (d)(i) of this Clause and have not been delivered under sub-clause (c) of this Clause.
- (e) Upon termination of the Manager's appointment in whatever manner, the Manager, or, as the case may be, the liquidator or the receiver thereof shall assign the Undivided Shares allocated to the Common Areas and Facilities held by it or him free of costs or consideration to the new Manager or the Owners' Corporation (if in existence and so required by it) of the Estate who shall hold the same on trust for the benefit of all the Owners for the time being subject to provisions of this Deed.

- (f) Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that subject to the provisions of the Building Management Ordinance (Cap.344), at no time shall the Lot and the Estate be without a responsible duly appointed Manager to manage the Lot and the Estate and the Common Areas and Facilities therein or any part or parts thereof from the date of this Deed.
12. The annual remuneration of the Manager for the performance of its duties hereunder shall be ten per cent (10%) of the total annual management expenses which expenses are exclusive of the Manager's remuneration and the Non-recurrent Expenditure and which percentage shall not be varied except with approval by a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof PROVIDED THAT by a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof, the Non-recurrent Expenditure may be included for calculating the Manager's remuneration at such rate not exceeding ten per cent (10%) as considered appropriate by the Owners. The Manager's remuneration shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses and fees for any staff, facilities, legal, professional, accounting and administration services and all disbursements and out of pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs, expenses, fees and disbursements shall be a direct charge on the management funds. Payment of the Manager's annual remuneration hereunder shall be in advance by twelve (12) equal calendar monthly installments each such payment to be in the sum of one twelfth (1/12th) of the annual remuneration of the Manager being ten per cent (10%) of the estimated total annual management expenses (excluding the Non-recurrent Expenditure and the Manager's remuneration as aforesaid) payable by the Owners according to the annual budget or revised budget for the year in question to be prepared as provided in Clause 13 hereof and any adjustment payment or deduction that needs to be made to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year will be made within twenty-one (21) days from the completion of the auditing of the management accounts for such year.
13. (a) Subject to sub-clauses (c), (e), (f) and (h) of this Clause, the total amount of management expenses payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Estate shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this Clause.
- (b) In respect of each financial year, the Manager shall :-
- (i) prepare a draft budget setting out the proposed expenditure during the financial year;
 - (ii) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Estate, and cause it to remain so displayed for at least seven (7) consecutive days;
 - (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of 14 days from the date the draft budget was sent or first displayed;
 - (iv) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year;
 - (v) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the

Estate, and cause it to remain so displayed for at least seven (7) consecutive days.

- (c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) of this Clause before the start of that financial year, the total amount of the management expenses for that year shall :-
 - (i) until it has so complied, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year;
 - (ii) when it has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (d) Where a budget has been sent or displayed in accordance with sub-clause (b)(v) of this Clause and the Manager wishes to revise it, it shall follow the same procedures in respect of the revised budget as apply to the draft budget and budget by virtue of sub-clause (b) of this Clause.
- (e) Where a revised budget is sent or displayed in accordance with sub-clause (d) of this Clause, the total amount of the management expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of 1 month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) of this Clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of management expenses for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clause (b) or (d) of this Clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding ten per cent (10%) of that total amount as the Manager may determine.
- (g) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) For the purposes of this Clause, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the Manager's remuneration.
- (i) The first annual budget shall be prepared by the Manager and the first financial year shall, for the purpose of the first annual budget, commence on the date of this Deed and end on the 31st day of December of the same calendar year and subsequent financial years shall commence on the 1st day of January of each and every subsequent year PROVIDED THAT if the first financial year shall be less than a period of one (1) year, the first financial year shall run from the date of this Deed until the 31st day of December in the next following year. All the annual budgets save and except for the first annual budget shall be prepared in consultation with the Owners' Committee (if formed) prior to the commencement of the ensuing year.
- (j) All the annual budgets (for the avoidance of doubt, including the first annual budget) shall cover all expenditure which in the reasonable opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of

all the Owners as essential or required for the proper management, cleansing, security and maintenance of the Lot and the Estate and the Common Areas and Facilities including but without prejudice to the generality of the foregoing :-

- (1) the costs and expenses for the maintenance of the Common Areas and Facilities and the lighting and controlling and keeping the same in good repair and condition;
- (2) the costs and expenses of cultivation, irrigation and maintenance of the planters and landscaped areas in the Common Areas and Facilities;
- (3) the costs of all electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities;
- (4) the costs and expenses of provision of security guard services and other services and personnels solely for the Estate;
- (5) the costs and expenses of maintaining the foundations, columns and other structure constructed or to be constructed for the support of the Estate;
- (6) the Government Rent (unless apportioned and charged by the Government against each Owner) and all other sums (other than the premium payable for the grant of the Lot by the First Owner to the Government as specified in the Memorandum of Agreement annexed to the Conditions and any other sum(s) payable by the First Owner solely) payable under the Conditions;
- (7) the remuneration of the Manager calculated in accordance with Clause 12 hereof for providing its services hereunder;
- (8) insurance premia payable for the insurances in respect of the Common Areas and Facilities against damage by fire and/or such other perils against third party, or occupiers' liability, or public liability or employer's liability in respect of employees employed within or exclusively in connection with the management of the Estate and/or any other insurances considered necessary by the Manager;
- (9) a sum for contingencies;
- (10) legal and accounting fees properly incurred by the Manager in carrying out the services provided by this Deed;
- (11) the costs and expenses for the purchase, hiring or otherwise employing vehicles including but not limited to light vans and shuttle bus (if any) and the relevant operating staff, if any, for the general amenity of the Owners, tenants and residents of the Estate, together with the charges and expenses in connection with the maintenance of such vehicles;
- (12) the costs and expenses of landscaping the Landscape Buffer Areas in accordance with Special Condition No.(10)(a) of the Conditions;
- (13) the costs and expenses incurred or to be incurred by the Manager for the maintenance and carrying out of and engaging suitable personnel to carry out all investigations and works in respect of the Slopes and Retaining Walls in Section X of this Deed including but not limited to the like costs and expenses incurred or to be incurred in compliance with Special Condition Nos.(35) and (36) of the Conditions;

- (14) the costs and expenses incurred or to be incurred by the Manager of implementing the recommendations in the Drainage Impact Assessment in accordance with Special Condition No.(41) of the Conditions;
- (15) the costs and expenses incurred or to be incurred by the Manager of implementing the recommendations in the Sewerage Impact Assessment in accordance with Special Condition No.(42) of the Conditions;
- (16) the costs and expenses incurred or to be incurred by the Manager of implementing the Environmental Mitigation Measures in accordance with Special Condition No.(43) of the Conditions;
- (17) the costs and expenses incurred or to be incurred by the Manager of carrying out all works and maintaining such areas, structures, drains, channels, nullah, sewers, pipes or watermains whether within or outside the Lot that are required to be carried out and/or maintained under the Conditions;
- (18) the costs and expenses incurred or to be incurred by the Manager for providing, operating and maintaining throughout the term of the Conditions suitable works at such positions as may be considered appropriate by the Director of Environmental Protection and in accordance with such requirements as may be prescribed by the Director of Environmental Protection;
- (19) subject to Clause 37(ddd) below and paragraphs 21, 22 and 23 of the Third Schedule hereto, the costs and expenses incurred or to be incurred by the Manager for providing and maintaining fire fighting equipment and installations and fire alarms and complying with all requirements of the Fire Services Department and the FSMP and maintaining the Estate safe from fire at all times generally so far as may be possible and providing an access for fire appliances and fire personnel to the Lot and the Estate and permitting an access thereof for such purposes and at such time or times as the Director of Fire Services may require and maintaining the said access to the satisfaction of the Director of Fire Services;
- (20) the costs and expenses incurred or to be incurred by the Manager for engaging suitable personnel to carry out all necessary maintenance and other works as required under and in compliance with the Conditions;
- (21) subject to the prior approval of the Owners' Committee or the Owners' Corporation (if formed), any tax (except profit tax) payable by the Manager and charged on any of the sums received or held by it under the provisions hereof for the benefit of the Owners, such proportionate part of the general expenditure for cost of staff (including but not limited to salaries, bonuses, fringe benefits, gratuity, medical expenses, provident fund (whether statutory or otherwise), long service payment and other statutory payments under the Employment Ordinance (Cap.57) or other similar ordinances for the staff together with costs of providing all equipment, accommodation, uniforms and materials reasonably incidental thereto), facilities, office, accountancy, professional, supervisory, clerical, postage, stationery and other sundry expenses incurred by the Manager in respect of the Estate and/or a due portion of such any other items of costs and expenditure where the same is/are incurred/provided by the headquarters office(s) of the Manager for the Estate as well as any other land, development and buildings, and for the purpose of determining such due portion which directly relates to the administration

and/or management and/or maintenance of the Lot and the Estate and the Common Areas and Facilities, the Manager shall apportion any such other items of costs and expenditure in such manner as shall be reasonably determined by the Manager;

- (22) the costs, charges and expenses incurred or to be incurred by the Manager for complying with any applicable provisions of the Buildings Energy Efficiency Ordinance (Cap.610) in respect of the Common Areas and Facilities, including but not limited to, ensuring that at all times any Certificate of Compliance Registration issued in respect of the Estate is in force in respect of the Estate and that the central building services installation within the meaning of the said Ordinance are maintained to a standard not lower than that applied in the Certificate of Compliance Registration (if any) issued in respect of the Estate and obtaining the Form of Compliance where major retrofitting works (as defined in the said Ordinance) are carried out under section 17 of the said Ordinance and maintaining the installation concerned to a standard not lower than that applied in the Form of Compliance and taking such measures as required in compliance with any improvement notice issued under section 26 of the said Ordinance;
- (23) the costs, charges and expenses incurred or to be incurred by the Manager for complying with any applicable requirements of the PNAP APP-93 in relation to the external drainage pipes enclosed by architectural features in respect of the Towers; and
- (24) the costs, charges and expenses incurred or to be incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed;

PROVIDED THAT the Non-recurrent Expenditure relating to the Estate or the Common Areas and Facilities shall be payable out of the Capital Equipment Fund when the same is established.

PROVIDED FURTHER THAT and without prejudice to other powers of the Manager hereunder, if the Manager is of the opinion (whose decision shall be conclusive save for manifest error) that any expenditure which is not covered by insurance is attributable to any particular part or parts of the Estate and that the Owners of the Units in other parts of the Estate do not or would not receive any material benefit from such expenditure, the Manager may determine (whose decision shall be conclusive save for manifest error) that the same shall be paid by the Owner or Owners of the part or parts of the Estate for which such expenditure has or will be incurred (hereinafter in this Section called “the relevant Owners”) to the exclusion of all other Owners, and the Manager shall further determine the contribution to be borne and paid by the relevant Owners in proportion to the number of the Management Shares allocated to the Units owned by them.

- (k) The Manager shall prepare the following three (3) separate and independent budgets and for the avoidance of doubt, any surplus or deficit in one (1) account shall not be taken into account in any other account :-
 - (1) an Estate management budget which shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Estate Common Areas and Facilities or for the common benefit of the Owners, occupiers, licensees or invitees of the Estate and the Manager’s remuneration provided in this Deed thereon;
 - (2) a Residential Accommodation management budget which shall cover all expenditure which in the opinion of the Manager (whose decision shall be

conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities or for the common benefit of the Owners, occupiers, licensees or invitees of the Residential Accommodation and the Manager's remuneration provided in this Deed thereon; and

- (3) a Carpark management budget which shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Carpark Common Areas and Facilities or for the common benefit of the Owners, occupiers, licensees or invitees of the Parking Spaces, the Disabled Parking Spaces, the Visitors' Parking Spaces and the refuse storage and material recovery chambers forming part of the Estate Common Areas and Facilities and the Manager's remuneration provided in this Deed thereon

PROVIDED THAT an amount equal to 19.86% of the Carpark management budget mentioned in this Clause 13(k)(3) above, being expenditure attributable to the use of the Carpark Common Areas and Facilities by the Disabled Parking Spaces and the Visitors' Parking Spaces which are the Residential Common Areas and Facilities, shall be attributed to and form part of the Residential Accommodation management budget mentioned in this Clause 13(k)(2) above and an amount equal to 3.83% of the Carpark management budget mentioned in this Clause 13(k)(3) above, being expenditure attributable to the use of the Carpark Common Areas and Facilities by the refuse storage and material recovery chambers which are the Estate Common Areas and Facilities, shall be attributed to and form part of the Estate management budget mentioned in this Clause 13(k)(1) above.

14. The Manager shall fix the amount to be contributed to the annual budget(s) by each Owner in respect of the Estate managed by the Manager in accordance with the following principles :-
 - (a) The amount of the monthly expenditure or other contributions payable by each Owner shall be specified and demanded by the Manager from time to time by notice in writing;
 - (b) Each Owner shall pay in advance on the first day of each calendar month in respect of his Unit one twelfth (1/12th) of a fraction of the annual expenditure of the Estate management budget prepared in accordance with Clause 13(k) above, such fraction being the number of the Management Shares allocated to his Unit over the total number of the Management Shares allocated to all the Units as specified in the First Schedule hereto;
 - (c) The Owner of each Residential Unit shall in addition to the fraction required under Clause 14(b) hereof, pay in advance on the first day of each calendar month one twelfth (1/12th) of a fraction of the annual expenditure of the Residential Accommodation management budget prepared in accordance with Clause 13(k) above, such fraction being the number of the Management Shares allocated to his Residential Unit over the total number of the Management Shares allocated to all the Residential Units as specified in the First Schedule hereto;
 - (d) The Owner of each Parking Space shall in addition to the fraction required under Clause 14(b) hereof, pay in advance on the first day of each calendar month one twelfth (1/12th) of a fraction of the annual expenditure of the Carpark management budget prepared in accordance with Clause 13(k) above, such fraction being the number of the Management Shares allocated to his Parking Space over the total number of the Management Shares allocated to all the Parking Spaces as specified in the First Schedule hereto;

- (e) Where any expenditure for the management and maintenance of the Lot and the Estate shall in the reasonable opinion of the Manager be specifically referable to or is being expended for a particular Unit or particular Units and no Owner of any other Unit(s) shall receive any material benefit from such expenditure, the full amount of such expenditure shall be excluded from the annual budget(s) and shall be paid on demand by the Owner(s) of that particular Unit or those particular Units in proportion to the number of the Management Shares allocated thereto owned by him or them; and
 - (f) For the avoidance of doubt, it is hereby expressly provided that the First Owner's liability to make the aforesaid payments shall in no way be reduced by reason of the fact that any of the Units remains unsold and each Owner shall be personally liable to make the above payment to the Manager whether or not his part of the Estate is vacant or occupied and whether or not it has been let or leased to a tenant or is occupied by the Owner himself or any other person PROVIDED ALWAYS THAT no Owner may be called upon to pay more than his appropriate share of the management expenses. The First Owner shall not be obliged to make the payments and management expenses mentioned as aforesaid in respect of the Undivided Shares allocated to the Buildings the construction of which has not been completed except to the extent that the Buildings benefit from the provisions in this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining the Slopes and Retaining Walls or as to the security provided by the management of the completed parts) of the Estate.
15. Notwithstanding anything herein contained and for the avoidance of any doubt, the management expenses payable by the Owners in accordance with this Deed shall not include :-
- (a) Any sum attributable or relating to the cost (for purpose of this sub-clause (a), including the cost of fittings and finishes contracted to be provided in the Units) of completing the construction of the Estate or any part thereof or any of the Common Areas and Facilities therein in accordance with the Building Plans;
 - (b) All existing and future taxes, rates, assessments, property tax, water rates (if separately metered), the apportioned or separately assessed rent payable under the Conditions and outgoings of every description for the time being payable in respect of any Unit which shall be borne by the Owner for the time being thereof;
 - (c) The expenses for keeping in good substantial repair and condition of the interior fixtures and fittings, windows and doors of any Unit together with the plumbing, electrical installations, plant, equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which shall be solely borne by the Owner or Owners for the time being thereof.
16. Notwithstanding anything herein contained, where the Manager or the Owners' Corporation acquires the Undivided Shares allocated to the Common Areas and Facilities pursuant to the provisions of the Conditions or this Deed, then such Undivided Shares and the part or parts of the Estate held therewith shall be exempted from contributing to the management expenses provided in this Deed and the Management Shares allocated thereto (if any) shall be excluded for the purposes of calculating the management expenses provided by Clause 14 hereof.
17. (a) The Manager shall establish and maintain one special fund for the purpose of paragraph 4 of Schedule 7 to the Building Management Ordinance (Cap.344) designated the Capital Equipment Fund for payment of the Non-recurrent Expenditure. Each Owner (including the First Owner but excluding the first purchasers of the Unsold Units where the First Owner has made its payment as hereinafter provided) shall, before he is given possession of his part of the Estate by the First Owner, deposit with the Manager a sum equivalent to two (2) months' of his monthly management expenses based on the first year's budgeted management expenses as an initial contribution

PROVIDED THAT the First Owner shall only be required to make its payment of the said two (2) months' of its monthly management expenses (based on the first year's budgeted management expenses) as the initial contribution in respect of those Undivided Shares for the Unsold Units. Each Owner shall also on demand pay to the Manager such further sum at such time in each calendar year as shall be decided by a resolution passed at a meeting of the Owners duly convened in accordance with the provisions of this Deed to maintain the Capital Equipment Fund at such level as the Manager shall recommend. Contributions made to the Capital Equipment Fund shall be non-refundable and non-transferrable.

- (b) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Capital Equipment Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- (c) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap.155) an interest-bearing account, the title of which shall refer to the Capital Equipment Fund for the Estate, and shall use that account exclusively for the purpose referred to in sub-clause (a) of this Clause. All monies received for the Capital Equipment Fund shall be deposited by the Manager in that account.
- (d) Without prejudice to the generality of sub-clause (c) of this Clause, if there is an Owners' Corporation, the Manager shall open and maintain at a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Capital Equipment Fund.
- (e) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (c) or (d) of this Clause in a prominent place in the Estate.
- (f) The Manager shall without delay pay all money received by it in respect of the Capital Equipment Fund into the account opened and maintained under sub-clause (c) of this Clause or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (d) of this Clause.
- (g) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Capital Equipment Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). The Manager shall not use the Capital Equipment Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Lot and the Estate and the Common Areas and Facilities therein.
- (h) The Capital Equipment Fund shall be held by the Manager as a trustee for and on behalf of all the Owners for the time being.
- (i) The Capital Equipment Fund shall be notionally divided into the following parts, namely :-
 - (i) the "Capital Equipment Fund (Residential Units)"; and
 - (ii) the "Capital Equipment Fund (Parking Spaces)".
- (j) Contributions to the Capital Equipment Fund :-

- (i) payable by all the Owners of the Residential Units only under this Deed and made by them shall be notionally credited to the Capital Equipment Fund (Residential Units); and
 - (ii) payable by all the Owners of the Parking Spaces only under this Deed and made by them shall be notionally credited to the Capital Equipment Fund (Parking Spaces).
- (k) Funds notionally credited to each part of the Capital Equipment Fund shall be applied as follows :-
- (i) Non-recurrent Expenditure relating to the Residential Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona fide guests, visitors or invitees of the Residential Units only shall be paid out of the Capital Equipment Fund (Residential Units);
 - (ii) Non-recurrent Expenditure relating to the Carpark Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona fide guests, visitors or invitees of the Parking Spaces, the Disabled Parking Spaces, the Visitors' Parking Spaces and the refuse storage and material recovery chambers forming part of the Estate Common Areas and Facilities only shall be paid out as follows :-
 - (A) an amount equal to 19.86% of such Non-recurrent Expenditure shall be paid out of the Capital Equipment Fund (Residential Units);
 - (B) an amount equal to 3.83% of such Non-recurrent Expenditure shall be paid out as follows :-
 - (1) a fraction of such amount shall be paid out of the Capital Equipment Fund (Residential Units), such fraction being the number of the Management Shares allocated to all the Residential Units over the total number of the Management Shares allocated to the Estate as specified in the First Schedule hereto; and
 - (2) a fraction of such amount shall be paid out of the Capital Equipment Fund (Parking Spaces), such fraction being the number of the Management Shares allocated to all the Parking Spaces over the total number of the Management Shares allocated to the Estate as specified in the First Schedule hereto; and
 - (C) the remaining amount equal to 76.31% of such Non-recurrent Expenditure shall be paid out of the Capital Equipment Fund (Parking Spaces).
 - (iii) Non-recurrent Expenditure relating to the Estate Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona fide guest, visitors or invitees of the Estate or which are for the common benefit of the Estate or which is not covered by Clauses 17(k)(i) and 17(k)(ii) hereof, shall be paid out as follows :-
 - (A) a fraction of such Non-recurrent Expenditure shall be paid out of the Capital Equipment Fund (Residential Units), such fraction being the number of the Management Shares allocated to all the Residential Units

over the total number of the Management Shares allocated to the Estate as specified in the First Schedule hereto; and

- (B) a fraction of such Non-recurrent Expenditure shall be paid out of the Capital Equipment Fund (Parking Spaces), such fraction being the number of the Management Shares allocated to all the Parking Spaces over the total number of the Management Shares allocated to the Estate as specified in the First Schedule hereto.
- (l) To avoid doubt, if in future there establishes any fund by the Owners' Corporation (if formed) including the contingency fund referred to in section 20(2) of the Building Management Ordinance (Cap.344), any contribution towards such fund(s) payable by each Owner concerned shall be calculated in proportion to the number of the Management Shares allocated to the Unit owned by him.
- (m) Unless otherwise specifically provided in this Deed, where any provision of this Deed requires any amount to be credited to the Capital Equipment Fund or the relevant part(s) of the Capital Equipment Fund, the following provisions shall apply :-
 - (i) where the amount is received in relation to the Residential Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Building Management Ordinance (Cap.344)), the amount shall be credited to the Capital Equipment Fund (Residential Units);
 - (ii) where the amount is received in relation to the Carpark Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Building Management Ordinance (Cap.344)),
 - (A) 19.86% of such amount shall be credited to the Capital Equipment Fund (Residential Units);
 - (B) 3.83% of such amount shall be dealt with as follows :-
 - (1) a fraction of such amount shall be credited to the Capital Equipment Fund (Residential Units), such fraction being the number of the Management Shares allocated to all the Residential Units over the total number of the Management Shares allocated to the Estate as specified in the First Schedule hereto; and
 - (2) a fraction of such amount shall be credited to the Capital Equipment Fund (Parking Spaces), such fraction being the number of the Management Shares allocated to all the Parking Spaces over the total number of the Management Shares allocated to the Estate as specified in the First Schedule hereto; and
 - (C) 76.31% of such amount shall be credited to the Capital Equipment Fund (Parking Spaces).
 - (iii) in any other case :-
 - (A) a fraction of the amount shall be credited to the Capital Equipment Fund (Residential Units), such fraction being the number of the Management Shares allocated to all the Residential Units over the total number of the

Management Shares allocated to the Estate as specified in the First Schedule hereto; and

- (B) a fraction of the amount shall be credited to the Capital Equipment Fund (Parking Spaces), such fraction being the number of the Management Shares allocated to all the Parking Spaces over the total number of the Management Shares allocated to the Estate as specified in the First Schedule hereto.

- 18. (a) Subject to sub-clauses (b) and (c) of this Clause, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :-
 - (i) the supplies, goods or services are procured by invitation to tender; and
 - (ii) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Cap.344).
- (b) Subject to sub-clause (c) of this Clause, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to twenty per cent (20%) of the annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :-
 - (i) if there is an Owners' Corporation :-
 - (A) the supplies, goods or services are procured by invitation to tender;
 - (B) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Cap.344); and
 - (C) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
 - (ii) if there is no Owners' Corporation :-
 - (A) the supplies, goods or services are procured by invitation to tender;
 - (B) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Cap.344); and
 - (C) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) of this Clause shall not apply to any supplies, goods or services which but for this sub-clause (c) would be required to be procured by invitation to tender (collectively referred to in this sub-clause (c) as "relevant supplies, goods or services") :-
 - (i) where there is an Owners' Corporation, if :-

- (A) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
 - (B) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
 - (ii) where there is no Owners' Corporation, if :-
 - (A) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
 - (B) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.
 - (d) Subject to the provisions in Schedule 7 to the Building Management Ordinance (Cap.344), the procurement of supplies, goods, or services by the Owners' Committee that involves an amount in excess of or likely to be in excess of HK\$200,000.00 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an amount which is or is likely to be more than 20% of the annual budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Cap.344) will apply to the Owners' Committee with any appropriate variations.
19. (a) No resignation of the Manager shall take effect unless it has previously given not less than three (3) months' notice in writing of its intention to resign :-
- (i) by sending such a notice to the Owners' Committee; or
 - (ii) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such notice in a prominent place in the Estate.
- (b) The notice referred to in sub-clause (a)(ii) of this Clause may be given :-
- (i) by delivering it personally to the Owner; or
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving it at the Owner's Residential Unit or depositing it in the letter box for that Residential Unit.
20. (a) Subject to sub-clause (d) hereof, at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution :-
- (i) passed by a majority of the votes of the Owners voting either personally or by proxy; and

- (ii) supported by the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities),

terminate by notice the appointment of China Overseas Property Services Limited (中國海外物業服務有限公司) as the Manager of the Estate without compensation.

- (b) A resolution under sub-clause (a) of this Clause shall have effect only if :-
 - (i) the notice of termination of appointment is in writing;
 - (ii) provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with China Overseas Property Services Limited (中國海外物業服務有限公司) for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;
 - (iii) the notice is accompanied by a copy of the resolution terminating the appointment of China Overseas Property Services Limited (中國海外物業服務有限公司); and
 - (iv) the notice and the copy of the resolution is given to China Overseas Property Services Limited (中國海外物業服務有限公司) within 14 days after the date of the meeting.
- (c) The notice and the copy of the resolution referred to in sub-clause (b)(iv) of this Clause may be given –
 - (i) by delivering them personally to China Overseas Property Services Limited (中國海外物業服務有限公司); or
 - (ii) by sending them by post to China Overseas Property Services Limited (中國海外物業服務有限公司) at its last known address.
- (d) For the purposes of sub-clause (a) of this Clause :-
 - (i) only the Owners of the Undivided Shares who pay or who are liable to pay the management expenses relating to those Undivided Shares shall be entitled to vote; and
 - (ii) the reference in sub-clause (a)(ii) of this Clause to “the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate” shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate who are entitled to vote.
- (e) If a contract for the appointment of a Manager other than China Overseas Property Services Limited (中國海外物業服務有限公司) contains no provision for the termination of such Manager's appointment, sub-clauses (a), (b), (c) and (d) of this Clause shall apply to the termination of such Manager's appointment as they apply to the termination of the appointment of China Overseas Property Services Limited (中國海外物業服務有限公司).
- (f) Sub-clause (e) of this Clause operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than China Overseas Property

Services Limited (中國海外物業服務有限公司) to terminate the appointment of such Manager.

- (g) If a notice to terminate a Manager's appointment is given under this Clause –
 - (i) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (ii) if no such appointment is approved under sub-clause (g)(i) of this Clause by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.
 - (h) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Estate, and the Owners' Corporation has appointed a Manager under sub-clause (g)(ii) of this Clause, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation (if formed) shall be liable to indemnify that person in respect of any act or omission by such Manager appointed under that sub-clause that may otherwise render that person liable for a breach of that undertaking or agreement.
 - (i) This Clause is subject to any notice relating to the Estate that may be published by the Secretary for Home Affairs under section 34E(4) of the Building Management Ordinance (Cap. 344) but does not apply to any single Manager referred to in that section.
21. The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among the Owners on any business relating to the management of the Estate.
22. Subject to Clause 34 hereof, each Owner (including the First Owner but excluding the first purchasers of the Unsold Units where the First Owner has made its payment as hereinafter provided) shall, before he is given possession of his part of the Estate by the First Owner, deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to three (3) months' monthly management expenses based on the first year's budgeted management expenses payable in respect of each Management Share allocated to the part of the Estate of which he is the Owner which deposit shall be non-refundable but transferable and shall not be set off against any sum payable by him under this Deed PROVIDED THAT the First Owner shall only be required to make its payment of the said three (3) months' monthly management expenses as the aforesaid security deposit in respect of those Undivided Shares for the Unsold Units and PROVIDED FURTHER THAT for the avoidance of doubt, the First Owner shall be entitled to seek reimbursement for its payment of the said three (3) months' monthly management expenses as the aforesaid security deposit from each Owner to whom any of the Unsold Units shall have been sold and the said Owner shall make such reimbursement to the First Owner before he is given possession of such Unit. Without prejudice to the rights of the Manager generally under this Deed, the Manager shall have the right to set off the deposit against any sums payable by an Owner under this Deed. The Manager shall be under no obligation to exercise such right of set off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause 22, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to the original deposit prior to any such set-off. In the event that there has been an increase in the monthly

management expenses payable by the Owners as determined by the Manager in accordance with this Deed, each Owner shall, if demanded by the Manager subject to the prior approval by the Owners' Committee (if in existence), pay to the Manager by way of an increase in the said deposit such sum in order that such deposit shall be equal to three (3) months' monthly management expenses under the annual budget for the time being payable by such Owner.

23. (a) Management expenses and payments to be made by each Owner under this Deed shall normally be made in advance on the first day of each calendar month but this shall not interfere with the Manager's discretion to call for any particular payment or management expenses to be made on any other day or days it may deem necessary or desirable.
- (b) Each Owner being the first purchaser of his part of the Estate shall before he is given possession of his part of the Estate pay to the Manager in advance not more than two (2) months' monthly management expenses based on the first year's budgeted management expenses payable in respect of his part of the Estate.
- (c) Each Owner of the Residential Unit (including the First Owner but excluding the first purchasers of the Unsold Units that are the Residential Units where the First Owner has made its payment as hereinafter provided) shall, before he is given possession of the Residential Unit by the First Owner, pay to the Manager a debris removal fee/decoration charges of not more than one (1) month's monthly management expenses based on the first year's budgeted management expenses payable in respect of his part of the Estate in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in such part of the Estate of which such Owner is the owner PROVIDED THAT the First Owner shall only be required to make such payment of a debris removal fee/decoration charges in respect of those Undivided Shares for the Unsold Units that are the Residential Units.
- (d) Subject to Clause 34 hereof, (unless an Owner has reimbursed the First Owner his due share of the deposits mentioned in this sub-clause) each Owner being the first purchaser of his part of the Estate shall, before he is given possession of his part of the Estate by the First Owner, pay to the Manager his due share (to be decided by the number of Management Shares allocated to his part of the Estate) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Common Areas and Facilities PROVIDED THAT such due share shall be not more than one (1) month's monthly management expenses based on the first year's budgeted management expenses payable in respect of his part of the Estate; and
- (i) a contribution to be made by an Owner towards any such deposits payable in respect of any category of the Common Areas and Facilities for whose expenditure such Owner is liable to pay a due share under Clauses 14(b), 14(c) and 14(d) hereof (as the case may be) shall be in the same proportion that the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to such of the Units the respective Owners of which are liable to pay a due share towards the expenditure of that category of the Common Areas and Facilities as mentioned under Clauses 14(b), 14(c) and 14(d) hereof; and
- (ii) in the case of any such deposits having been disbursed or an increase in any of such deposits, each Owner shall also on demand pay to the Manager a due proportion (ascertained according to Clause 23(d)(i) hereof) of the amount so disbursed or the increase (as the case may be).
- (e) For the avoidance of doubt but without prejudice to the right of the First Owner to claim against any Owner for the same under the agreement for sale and purchase of the

relevant Unit for any delay by the Owner in taking up the assignment thereof, all outgoings including monthly management expenses and any Government rent up to and inclusive of the date of assignment of the Units shall be paid by the First Owner. An Owner must not be required to make any payment or reimburse the First Owner for these outgoings.

- (f) Any monies paid as a debris removal fee/decoration charges not used for debris removal/decoration shall be credited to the Capital Equipment Fund (Residential Units).
 - (g) For the avoidance of doubt, all the payments, deposits, charges and contributions payable by each Owner being the first purchaser of his part of the Estate under this Deed before he is given possession of his part of the Estate which are neither transferrable nor refundable shall be of an aggregate amount not more than five (5) months' monthly management expenses based on the first year's budgeted management expenses payable in respect of his part of the Estate.
24. Notwithstanding anything contained in this Deed, the Manager shall be entitled in its discretion :-
- (a) With the agreement of the Owner concerned to levy and to retain an additional charge against such Owner in respect of services rendered by the Manager to such Owner at his request beyond what is provided for in this Deed; such charge shall form part of and be paid into the management funds for the benefit of all the Owners.
 - (b) To charge a reasonable sum as administrative fee for granting and processing any consent (not to be unreasonably withheld) required from the Manager pursuant to this Deed PROVIDED THAT such administrative fee shall be paid into the relevant part(s) of the Capital Equipment Fund for the benefit of all the Owners or the Owners concerned.
25. The Manager may collect from licensees, tenants and other occupiers of land and building within the Lot not otherwise required to pay management expenses under this Deed in respect of services requested by them and rendered at its discretion to such licensees, tenants and other occupiers such sum or sums as the Manager shall reasonably determine and such sum or sums collected shall form part of and be paid into the management funds for the benefit of all the Owners.
26. If any Owner shall fail to pay the Manager any amount payable under any provision of this Deed within thirty (30) days from the date of demand, he shall further pay to the Manager :-
- (a) Interest calculated on the amount remaining unpaid at the rate of two per cent (2%) per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited from the due date until the actual date of payment; and
 - (b) A collection charge of not exceeding ten per cent (10%) of amount due to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.
27. All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses reasonably incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager against the defaulting Owner (which expression for the purposes of Clauses 27 to 29 hereof shall include his successors in title and assigns if there has been a change in title in the meantime) (and the claim in any such action may include a claim for the legal costs of the Manager in such action on a solicitor and own

client basis and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the Owners for the time being (other than the defaulting Owner) as a whole and no Owner sued under the provisions of this Deed shall raise or to be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

28. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within fourteen (14) days from the date on which the same become payable, the amount thereof together with interest charge and collection charge at the rate and for the amount as specified in Clause 26 hereof together with all costs and expenses which may be incurred in recovering or attempting to recover the same, including the legal expenses referred to in Clause 27 hereof and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Undivided Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial or Memorandum of such charge in the Land Registry against the Undivided Share or Undivided Shares of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full. The Manager may also in such event discontinue providing management services to such defaulting Owner PROVIDED ALWAYS THAT nothing herein shall empower the Manager to interrupt the supply of electricity, water, gas, telecommunications or other utility services to the Unit concerned of such defaulting Owner or to prevent access to his Unit by reason of his failing to pay any fees or to comply with any other provisions under this Deed.
29. Any charge registered in accordance with the Clause 28 hereof shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Undivided Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Estate held therewith and the provisions of Clause 27 hereof shall apply equally to any such action.
30. The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Estate through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed binding on such Owner and of the Estate Rules and the fittings out rules (if any) made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 27 hereof shall apply to all such proceedings.
31. Subject to Clause 62 hereof, all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Estate.
32. Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in Clauses 27 to 30 hereof, the Manager shall apply the same towards rectifying the default (if any) to which they relate and any surplus thereof together with all interest on amount unpaid and collection charge shall be credited to the relevant part of the Capital Equipment Fund held for the particular part of the Estate of which there has been default in payment.
33. All money paid to the Manager by way of interest and collection charges and the interest earned on interest bearing bank accounts maintained by the Manager pursuant to this Deed shall be credited to the relevant part of the Capital Equipment Fund held for the particular part of the Estate to which such payment relates.

34. Any person ceasing to be the Owner of any Undivided Share or Undivided Shares in the Lot and the Estate shall in respect of the Undivided Share or Undivided Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including, his contribution(s) towards the Capital Equipment Fund paid under Clause 17 hereof, the security deposit paid under Clause 22 hereof and his due share of the common utilities deposits paid under Clause 23(d) hereof to the intent that all such funds shall be held and applied for the management of the Estate irrespective of changes in ownership of the Undivided Shares in the Lot and the Estate PROVIDED THAT any such security deposit and due share of the common utilities deposits shall be transferred into the name of the new Owner of such Undivided Share or Undivided Shares and PROVIDED FURTHER THAT upon the Lot reverting to the Government and no further lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 62 hereof, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the management expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished.
35. (a) The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years.
- (b) Within one (1) month after each consecutive period of three (3) months or such shorter period as the Manager may select, the Manager shall in respect of each separate account prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Estate, and cause it to remain so displayed for at least seven (7) consecutive days.
- (c) Within two (2) months after the end of each financial year, the Manager shall in respect of each separate account prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Estate, and cause it to remain so displayed for at least seven (7) consecutive days.
- (d) Each income and expenditure account and balance sheet shall include details of the respective parts of the Capital Equipment Fund mentioned in Clause 17(i) hereof and an estimate of the time when there will be a need to draw on those parts of the Capital Equipment Fund, and the amount of money that will be then needed.
- (e) The Manager shall at any reasonable time permit any Owner to inspect any of the books or records of accounts and any income and expenditure account or balance sheet prepared pursuant to this Deed. The Manager shall upon request of any Owner and upon payment of a reasonable charge for copying the same supply such Owner with a copy of such of the record or document requested by him.
- (f) (i) Subject to Clause 35(g) hereof, the Manager shall appoint an auditor to audit the accounts and records of the Manager concerning the management of the Lot and the Estate and to certify the annual accounts as providing an accurate summary of all items of income and expenditure during the financial year concerned. The Manager may revoke the appointment of such firm and appoint another firm in its place at any time with the prior approval of the Owners' Committee or the Owners' Corporation (if formed).
- (ii) Notwithstanding anything herein provided and prior to the formation of the Owners' Corporation, the Owners at a meeting of the Owners convened under

this Deed shall have power to require the annual accounts to be audited by an independent auditor of their choice.

- (g) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and
 - (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
 - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.
 - (h) The financial year may not be changed more than once in every (five) 5 years, unless that change is previously approved by a resolution of the Owners' Committee (if any).
- 36.
- (a) The Manager shall open and maintain interest-bearing account(s) and shall use those account(s) exclusively in respect of the management of the Estate.
 - (b) Without prejudice to the generality of sub-clause (a) of this Clause, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the management of the Estate.
 - (c) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (a) or (b) of this Clause in a prominent place in the Estate.
 - (d) Subject to sub-clauses (e) and (f) of this Clause, the Manager shall without delay pay all money received by it in respect of the management of the Estate into the account(s) opened and maintained under sub-clause (a) of this Clause or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) hereof.
 - (e) Subject to sub-clause (f) of this Clause, the Manager may, out of money received by it in respect of the management of the Estate, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
 - (f) The retention of a reasonable amount of money under sub-clause (e) of this Clause or the payment of that amount into current account in accordance with that sub-clause and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
 - (g) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Estate.

37. The management of the Lot and the Estate shall be undertaken by the Manager for an initial period of two (2) years and subject to Clause 10 hereof shall continue throughout the residue of the term agreed to be granted under the Conditions and during any renewal or continuation thereof from the date of this Deed and each Owner hereby irrevocably APPOINTS the Manager subject to the provisions of the Building Management Ordinance (Cap.344) as attorney to enforce the provisions of this Deed against the other Owner or Owners. In addition to the other powers expressly provided in this Deed, the Manager shall, subject to the provisions of the Building Management Ordinance (Cap.344) and this Deed, have full powers and authority of the Owners to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof, including in particular but without in any way limiting the generality of the foregoing :-
- (a) To demand, collect and receive all amounts payable by the Owners under the provisions of this Deed and to take all steps necessary or expedient for this purpose including the discontinuance of management services to any Owner who fails to pay any fee under or pursuant to, or fail to comply with, this Deed PROVIDED ALWAYS THAT nothing herein shall empower the Manager to interrupt the supply of water, electricity, gas, telecommunications or other utility services provided by public utility companies to any Unit or to prevent access to any Unit by reason of such failure of the Owner;
 - (b) To manage, maintain and control the Carpark Common Areas and Facilities and the vehicles traffic on the Lot and in the Estate and to remove any cars, pedal bicycles, motorcycles and other vehicles or things parked in any area not reserved for parking of any of them or which shall cause or be an obstruction to any part or parts of the Common Areas and Facilities and to remove any vehicles parked in the Parking Spaces, the Disabled Parking Spaces or the Visitors' Parking Spaces without the consent of the Manager or the Owner or lawful occupier thereof (as the case may be) and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use thereof and to impose and recover charges or penalties for such removal and to exercise a lien on the vehicle concerned for such charges and penalties and the Manager shall in no way be responsible or accountable for any damage caused to such vehicle arising out of such removal or lien and, if the Manager shall deem fit for the purpose of controlling the traffic on the Lot and in the Estate, to exercise the powers under the Road Traffic (Parking on Private Roads) Regulations (Cap.374O) in relation to any private road on the Lot and the Estate as owner or authorized officer thereof;
 - (c) To insure and keep insured the Common Areas and Facilities and all parts thereof as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire or such other perils as the Manager shall reasonably deem fit (unless otherwise directed by the Owners' Corporation), and to effect insurances against occupiers' liability, public liability and employers' liability in respect of the Manager's employees employed within or exclusively in connection with the management of the Estate, workmen compensation or other insurance as the Manager shall deem necessary with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Lot and in the Estate according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force;
 - (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Estate;
 - (e) To keep in good order and repair the lighting of the Common Areas and Facilities;
 - (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;

- (g) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Buildings and the external walls elevations and facade thereof but excluding windows and window frames except those situate in the Common Areas and Facilities;
- (h) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (i) To keep all the Common Areas and Facilities in good condition and working order and to extend or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable and to keep the lifts and fire fighting equipment in accordance with any laws and regulations applicable thereto including but not limited to the FSMP and whenever it shall be necessary or convenient so to do at the Manager's discretion but subject to prior approval of the Owners' Committee to enter into contracts with third parties for the maintenance of any such facilities;
- (j) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any part of any Government property or any drains, waterways, watercourses, water mains, roads, footpaths, street furniture, sewers, nullahs, pipes, cables, wires, utility services or other works or installations being in, under, over or adjacent to the Lot and/or the Green Area or any part of the Green Area or any part of the Lot by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;
- (k) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Estate and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (l) To replace any glass in the Common Areas and Facilities that may be broken;
- (m) To keep the Common Areas and Facilities well lighted and in a tidy condition;
- (n) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (o) To prevent refuse from being deposited on the Common Areas and Facilities or any part thereof not designated for refuse collection and to remove all refuse therefrom and arrange for its disposal at such regular intervals and to provide and maintain either on or off the Estate refuse collection facilities to the satisfaction of the Director of Lands;
- (p) To prevent unauthorized obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (q) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Common Areas and Facilities or any part thereof;
- (r) To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit television (CCTV) systems and burglar alarms and other security measures in the Estate or any part or parts thereof at all times;
- (s) To maintain and operate or contract for the maintenance and operation of the communal radio and/or television aerials, satellite and/or cable television system and/or telecommunication system (if any) which serve the Estate PROVIDED THAT any

contract for the installation or use of aerial broadcast distribution or telecommunications network facilities and any contract for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions :-

- (i) such contract shall be of a term not exceeding three (3) years;
 - (ii) the right to be granted under such contract shall be non-exclusive and such contract shall provide for sharing the use of the facilities and network with other service providers; and
 - (iii) no Owner shall be required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service;
- (t) To remove any structure or installation, signboard, advertisement, bracket, fitting, obstruction, device, aerial or anything in or on the Estate or any part thereof which is illegal, unauthorized or which contravenes the terms herein contained or any of the provisions of the Conditions and to demand and recover from the Owner by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager;
- (u) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Estate necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Lot and the Estate of all legal proceedings relating to the Lot and the Estate (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director of Lands or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;
- (v) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Estate in any manner in contravention of the Conditions or this Deed;
- (w) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person resident in or visiting the Estate of any provisions of the Conditions or this Deed;
- (x) To prevent any person detrimentally altering or injuring any part or parts of the Estate or any of the Common Areas and Facilities thereof;
- (y) To prevent any person from overloading the floors or lifts of the Buildings or any part or parts thereof;
- (z) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Buildings;
- (aa) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Lot and the Estate as a whole or the Common Areas and Facilities with power to bind all the Owners as to

any policy adopted or decision reached or action taken in relation to any such dealings PROVIDED THAT where the Owners' Committee shall have been formed, the exercise of the right mentioned in this sub-clause shall be subject to the approval of the Owners' Committee;

- (bb) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, sub-managers (including professional property management companies), workmen, servants, agents, watchmen, caretakers and other building staff and attendants and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Lot and the Estate or the management thereof but shall not transfer or assign its duties or obligations under this Deed to any such person and such persons must remain answerable and responsible to the Manager. The Manager shall at all times be responsible for the management and control of the whole Estate (including any part thereof) and no provision in this Deed shall take away or reduce such responsibility;
- (cc) To enforce the due observance and performance by the Owners and occupiers of the terms and conditions of the Conditions and this Deed and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (dd) To ensure that all the Owners or occupiers of the Units maintain the Units owned or occupied by them or any parts or facilities of, in or on the Lot or the Estate exclusively serving the Units in a satisfactory manner and if there be any default on the part of any such Owners or occupiers, to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or occupiers;
- (ee) To construct, lay, maintain, remove and renew drains, flues, pipes, cables, irrigation pipes, chimneys and other installations, fittings, chambers, and other equipment and structures within the Common Areas and Facilities which the Manager shall deem appropriate or to grant any of such rights so to do to the licensees of the Manager or other third parties as the Manager shall deem appropriate PROVIDED THAT the exercise of any of the rights mentioned in this sub-clause shall be subject to the prior written approval by a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof and any payment received for the approval shall be credited to the relevant part(s) of the Capital Equipment Fund;
- (ff) Subject to the Conditions and the prior written approval by a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof, to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Lot and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT the exercise of such right shall not interfere with the right of any Owner to the exclusive use occupation and enjoyment of his part of the Estate nor impede or restrict the access to and from any such part of the Estate and any receipt from the exercise of such right shall be credited to the relevant part(s) of the Capital Equipment Fund;
- (gg) Without prejudice to sub-clause (ee) of this Clause and subject to the prior written approval by a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof, to grant easements, quasi-easements, rights of way, rights, privileges and licences to and to enter into such arrangements and agreements with owners and occupiers of land adjoining the Lot and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion think fit PROVIDED THAT any such easements, quasi-

easements, rights of way, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns or impede or restrict the access to and from any such part of the Estate and any benefit concession or compensation whether monetary or otherwise acquired shall accrue to all the Owners or the Owners concerned or go into the relevant part(s) of the Capital Equipment Fund, as the case may be;

- (hh) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (ii) To deal with all enquiries, complaints, reports and correspondence relating to the Estate as a whole;
- (jj) Subject to the prior written approval by a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof, to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities (other than the Recreational Areas and Facilities) and on such terms and conditions and for such consideration as the Manager shall reasonably think fit PROVIDED THAT such use shall not be in breach of the Conditions and this Deed and shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns or impede or restrict the access to and from any such part of the Estate and all income arising therefrom shall be credited to the relevant part(s) of the Capital Equipment Fund and be dealt with in accordance with the provisions of this Deed;
- (kk) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Estate as the Manager shall in its reasonable discretion consider desirable;
- (ll) From time to time with the prior written approval of the Owners' Committee to make, revoke or amend the Estate Rules and the fitting out rules for the better management of the Estate as it shall deem appropriate which shall not be inconsistent with nor contravene this Deed, the Building Management Ordinance (Cap.344) or the terms and conditions of the Conditions PROVIDED THAT the Manager may make the Estate Rules and the fitting out rules before the formation of the Owners' Committee and to enforce the due observance and performance thereof;
- (mm) Subject as otherwise provided in this Deed to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed (which consent or approval must not be unreasonably withheld) and to impose conditions or additional conditions for processing and issuing such consent or approval PROVIDED THAT the Manager must not charge any fee other than a reasonable administrative fee for issuing such consent and all such fees shall be credited to the relevant part(s) of the Capital Equipment Fund and the giving or withholding (which is not unreasonable) by the Manager of such consent or approval shall be final and conclusive and binding on the Owners;
- (nn) To convene such meetings of the Owners or of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (oo) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Estate for the better enjoyment or use of the Estate by its Owners occupiers and their licensees PROVIDED THAT any improvement to facilities or services which involves

expenditure in excess of ten per cent (10%) of the current annual management budget shall be subject to the prior written approval by a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof;

- (pp) In the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities or any part thereof and subject to the prior written approval by a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof, to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose including matters relating to payment of compensation PROVIDED THAT any benefit or monetary compensation so obtained shall be used for the common benefit of all the Owners or the Owners concerned or go into the management funds, as the case may be PROVIDED FURTHER THAT on the incorporation of the Owners' Corporation, the power of attorney hereby granted shall be deemed revoked;
- (qq) To carry out all works to and maintain such areas, structures, drains, channels, nullah, sewers, pipes or watermains whether within or outside the Lot that are required to be carried out and/or maintained under the Conditions;
- (rr) To insure and keep insured the Units to their full new reinstatement value against loss or damage by fire or such other perils as the Manager shall reasonably deem fit with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being thereof according to their respective interest in such sum or sums as the Manager may reasonably deem fit and to pay out of the management funds all premia required to keep such insurance policy or policies in force PROVIDED HOWEVER THAT nothing herein shall oblige the Manager to effect any such insurance on the Units;
- (ss) To engage (and for the avoidance of doubt, the Owners' Corporation shall have the same authority to engage) suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out all necessary investigations and works in respect of the Slopes and Retaining Walls in compliance with the Conditions and in particular in accordance with the slope maintenance manual(s) prepared in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slopes and Retaining Walls and for this purpose the Manager (which for this purpose shall include the Owners' Corporation) shall have the right to demand from all the Owners, and all the Owners shall be liable to pay such contributions to the costs and expenses lawfully incurred or to be incurred in carrying out such maintenance, repair, investigations and any other works in respect of the Slopes and Retaining Walls by way of a lump sum or instalments or otherwise as the Manager shall decide but without prejudice to the Manager's right to apply the general or any parts of the management funds as the Manager may deem fit towards payment of the costs and expenses or any part thereof PROVIDED ALWAYS THAT the Manager shall not be personally liable for carrying out any such requirements of the Conditions in respect of the Slopes and Retaining Walls which shall in any event remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs and expenses of the required works from all the Owners;
- (tt) To engage (and for the avoidance of doubt, the Owners' Corporation shall have the same authority to engage) suitable qualified personnel to inspect, maintain in good substantial repair and condition and carry out all necessary works for the maintenance of the Works and Installations in compliance with the Conditions and in accordance with the provisions of this Deed and to sign and register a memorandum referred to in Clause 81

hereof for and on behalf of all the Owners and for these purposes, the Manager (which for these purposes shall include the Owners' Corporation) shall have the right to demand from the Owners, and the Owners shall be liable to pay such contributions to the costs and expenses lawfully incurred or to be incurred in carrying out such inspection maintenance and necessary works and/or in preparation and registration of such memorandum by way of a lump sum or instalments or otherwise as the Manager shall decide but without prejudice to the Manager's right to apply the general or any parts of the management funds as the Manager may deem fit towards payment of the costs and expenses or any part thereof PROVIDED ALWAYS THAT the Manager shall not be personally liable for carrying out any such requirements of the Conditions or of this Deed in respect of the Works and Installations which shall in any event remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs and expenses of the required works and/or in respect of such memorandum from all the Owners;

- (uu) To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to waste separation bins at such locations within the Common Areas and Facilities as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Estate. The Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall maintain the facilities in an environmentally acceptable and hygienic manner and to avoid creating nuisance to the Owners and occupiers of the Estate and have the power to make the Estate Rules to require the Owners and occupiers of the Estate to dispose of their rubbish properly for waste separation and recycling purpose with reference to guidelines on property management issued from time to time by the Director of Environmental Protection;
- (vv) To organize any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and occupiers of the Estate and the Manager shall encourage them to participate in such activities with a view to improving the environmental conditions of the Estate;
- (ww) To carry out regular maintenance and regular monitoring of the prestressed ground anchors (if any) installed in the Lot throughout their service life to the satisfaction of the Director of Lands in accordance with the Conditions;
- (xx) To do such things and take such steps as required in compliance with any applicable provisions of the Buildings Energy Efficiency Ordinance (Cap.610) in respect of the Common Areas and Facilities, including, but not limited to, ensuring that at all times any Certificate of Compliance Registration issued in respect of the Estate is in force in respect of the Estate and that the central building services installation within the meaning of the said Ordinance are maintained to a standard not lower than that applied in the Certificate of Compliance Registration (if any) issued in respect of the Estate and obtaining the Form of Compliance where major retrofitting works (as defined in the said Ordinance) are carried out under section 17 of the said Ordinance and maintaining the installation concerned to a standard not lower than that applied in the Form of Compliance and taking such measures as required in compliance with any improvement notice issued under section 26 of the said Ordinance;
- (yy) in relation to the external drainage pipes enclosed by architectural features in respect of the Towers, to provide a suitable closed circuit television (CCTV) imaging device and trained personnel to operate the device, or secure a contract with a service provider for conducting inspection of the concealed drainage pipes by a suitable closed circuit

television (CCTV) imaging device through the designated access and working space (as marked "ACCESS AND WORKING PLACE FOR DRAINAGE PIPE" on the Ground Floor Plans (Drawing Nos. PLAN-09, PLAN-10, PLAN-11, PLAN-12 and PLAN-13) certified as to their accuracy by the Authorized Person and annexed hereto) in compliance with the PNAP APP-93;

- (zz) To require regular inspection of the external drainage pipes enclosed by architectural features in respect of the Towers, on a specified interval as proposed by the authorized person as defined in section 2 of the Buildings Ordinance (Cap.123) to alert any early signs of water leakage and pipe joints/pipe brackets condition and to engage (and for the avoidance of doubt, the Owners' Committee or the Owners' Corporation (if formed) shall have the same authority to engage) an authorized person as defined in section 2 of the Buildings Ordinance (Cap.123) to inspect, maintain in good substantial repair and condition and carry out all necessary works for the maintenance of the same in accordance with the provisions of this Deed and PNAP APP-93;
 - (aaa) To control and regulate any parts of the Common Areas and Facilities designated or reserved (if applicable) by the Manager for storing or placing any air-conditioning units of the Residential Units and to remove any air-conditioning units and other things or structures stored or placed without prior written consent of the Manager in any parts of the Common Areas and Facilities not designated or reserved for storing or placing such air-conditioning units and to impose and recover charges or expenses for such removal and the Manager shall in no way be responsible or accountable for any damages caused thereto arising out of such removal;
 - (bbb) To remove any air-conditioning units and other things or structures stored or placed in any parts of the Common Areas and Facilities designated or reserved (if applicable) by the Manager for storing and placing such air-conditioning units at the costs and expenses of the Owner thereof if, in the opinion of the Manager, the same has been the cause of reasonable complaint by at least two (2) Owners or occupiers of any part of the Estate that the dilapidated conditions of the air-conditioning units or other things or structures may be or become a nuisance or annoyance or cause danger to the other Owners and occupiers for the time being of the Estate, and to impose and recover from the Owner thereof charges or expenses for such removal and the Manager shall in no way be responsible or accountable for any damages caused thereto arising out of such removal;
 - (ccc) To provide and maintain fire fighting equipment and installations and fire alarms and comply with all requirements of the Fire Services Department and generally so far as may be possible maintain the Estate safe from fire at all times and provide an access for fire appliances and fire personnel to the Lot and the Estate and permit an access thereof for such purposes and at such time or times as the Director of Fire Services may require and maintain the said access to the satisfaction of the Director of Fire Services;
 - (ddd) To comply and assist in and ensure the compliance by the relevant Owner or Owners at the own expenses of the relevant Owner or Owners with any applicable requirements of the FSMP and to submit the maintenance certificates to the Fire Services Department in accordance with all applicable rules and legislations; and
 - (eee) To do all such other things as are reasonably incidental to the management of the Lot and the Estate as well as the exercise and discharge of the Manager's powers and duties hereunder.
38. Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power :-

- (a) To ban vehicles or any particular category of vehicles from the Lot or any particular parts thereof either generally or during certain hours of the day or night PROVIDED ALWAYS THAT the right of the Owners to the proper use and enjoyment of the Parking Spaces provided in the Estate in accordance with the provisions of the Conditions and this Deed shall not be affected;
 - (b) To remove any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or whose owner has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner thereof;
 - (c) To impose charges for any such removal and recover such penalties on default in payment of parking fees or such removal charges and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees; and
 - (d) To remove any dogs, cats, birds, other pets or animals from the Lot and the Estate if the same has/have been the cause of any breach of the provisions of this Deed or the Estate Rules.
39. Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power :-
- (a) To charge the Owners a reasonable amount for the temporary use of electricity, water or other utilities supplied by the Manager;
 - (b) To charge the Owners a reasonable amount for administrative fee incurred in approving their fitting out, decoration or construction plans submitted for approval by the Manager in accordance with the provisions of this Deed;
 - (c) To enter with or without agents, surveyors, workmen, contractors and others and with or without vehicles, equipment, plant, materials and machinery at all reasonable times on reasonable prior notice (except in case of emergency) upon all parts of the Estate including any Unit necessary for the purpose of replacing, repairing and maintaining any of the fresh or sea water mains and pipes serving any part of the Lot whether or not the same belong exclusively to any Unit PROVIDED THAT the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby;
 - (d) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if formed), to include into any annual budget any other items of costs and expenditure which are considered by the Manager to be necessary for the administration, management and maintenance of the Lot and the Estate and the Common Areas and Facilities, including but not limited to any tax (except profit tax) payable by the Manager and charged on any of the sums received or held by it under the provisions hereof for the benefit of the Owners, such proportionate part of the general expenditure for cost of staff (including but not limited to salaries, bonuses, gratuity, medical expenses, provident fund (whether statutory or otherwise), long service payment and other statutory payments under the Employment Ordinance (Cap.57) or other similar ordinances for the staff together with costs of providing all equipment, accommodation, uniforms and materials reasonably incidental thereto), facilities, office, accountancy, professional, supervisory, clerical, postage, stationery and other sundry expenses incurred by the Manager in respect thereof and/or a due portion of such any other items of costs and expenditure where the same is/are incurred/provided by the headquarters office(s) of the Manager for the Estate as well as any other land, development and buildings;

- (e) In the event that any such general expenditure and/or other items of costs and expenditure referred to in Clause 39(d) hereof is/are incurred/provided by the headquarters office(s) of the Manager for the Estate as well as any other land, development and buildings, to apportion, in such manner as shall be reasonably determined by the Manager and subject to the approval of the Owners' Committee or the Owners' Corporation (if formed), the same for the purpose of determining such proportionate part or due portion which directly relates to the administration and/or management and/or maintenance of the Lot and the Estate and the Common Areas and Facilities for the purpose of including such proportionate part or due portion into any relevant annual budget;
 - (f) To landscape the Landscape Buffer Areas in accordance with Special Condition No.(10)(a) of the Conditions;
 - (g) To implement the recommendations in the Drainage Impact Assessment in accordance with Special Condition No.(41) of the Conditions;
 - (h) To implement the recommendations in the Sewerage Impact Assessment in accordance with Special Condition No.(42) of the Conditions; and
 - (i) To engage (and for the avoidance of doubt, the Owners' Committee or the Owners' Corporation (if formed) shall have the same authority to engage) suitable personnel and appropriate professionals to do all necessary works in discharge of the Manager's powers and duties under this Deed, including but not limited to procuring from a qualified professional or consultant the revised schedule and the revised maintenance manual(s) and preparing and registering the memorandum referred to in Clause 81 hereof, and doing works in compliance with the Conditions, and for these purposes, the Manager (which for these purposes shall include the Owners' Committee or the Owners' Corporation (if formed)) shall have the right to demand from the Owners, and the Owners shall be liable to pay such contributions to the costs lawfully incurred or to be incurred in carrying out such works by way of a lump sum or instalments or otherwise as the Manager shall decide but without prejudice to the Manager's right to apply the general or any parts of the management funds as the Manager may deem fit towards payment of the costs or any part thereof PROVIDED ALWAYS THAT the Manager shall not be personally liable for carrying out any such works as required by the Conditions or this Deed or otherwise which shall in any event remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all the Owners.
40. The Manager shall have power to enter with or without agents, surveyors, workmen, contractors and others and with or without vehicles, equipment, plant, materials and machinery at all reasonable times on reasonable prior notice (except in case of emergency) into all parts of the Estate including any Unit for the purposes of rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating any part or parts of the Estate or the Common Areas and Facilities or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed PROVIDED THAT the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby.
41. The Common Areas and Facilities shall be under the exclusive management and control of the Manager who may, subject to approval of the Owners' Committee (if any), make rules or regulations or impose conditions regulating the use and management thereof subject to the provisions of this Deed and the Conditions. The Manager is hereby appointed to act as agent for and on behalf of all the Owners duly authorized in accordance with the provisions of this Deed in respect of any matter concerning the Common Areas and Facilities and other matters provided herein.

42. All acts and decisions of the Manager reasonably arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.
43. (a) The Manager shall have power before the formation of the Owners' Committee to make the Estate Rules regulating the use, occupation, maintenance and environmental control (such as implementing waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection) of the Lot and the Estate, the Common Areas and Facilities and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and with the approval of the Owners' Committee (if any) from time to time to make, revoke and amend such Estate Rules and such Estate Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the Estate Rules from time to time in force shall be posted on the public notice boards of the Estate and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges which shall be credited to the relevant part(s) of the Capital Equipment Fund.
- (b) Such Estate Rules shall be supplementary to the terms and conditions contained in this Deed and must not in any way conflict with such terms and conditions or the provisions of the Building Management Ordinance (Cap.344) or the terms and conditions of the Conditions. In case of inconsistency between such Estate Rules and the terms and conditions of this Deed or the provisions of the Building Management Ordinance (Cap. 344) or the terms and conditions of the Conditions, the terms and conditions of this Deed or the provisions of the Building Management Ordinance (Cap. 344) or the terms and conditions of the Conditions (as the case may be) shall prevail.
- (c) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such Estate Rules or non-observance thereof by any third party.

SECTION IV
EXCLUSIONS AND INDEMNITIES

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

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

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

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

SECTION V
OWNERS' COMMITTEE

- 47. Within nine (9) months from the date of this Deed, the Manager shall convene a first meeting of the Owners to appoint a chairman and establish an Owners' Committee or shall appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance (Cap.344) and the Manager shall have the right to call further and subsequent meetings of the Owners, if required, in accordance with the provisions of this Deed. For the time being and unless and until otherwise determined by a meeting of the Owners, the Owners' Committee shall consist of not less than nine (9) members of which two (2) members shall be the Owners of the Parking Spaces.
- 48. The functions of the Owners' Committee shall be :-
 - (a) to represent the Owners in all dealings with the Manager;
 - (b) to undertake such other duties as the Manager may, with the approval of the Owners' Committee, delegate to the Owners' Committee;
 - (c) to review and discuss with the Manager about the annual budget and revised budget prepared by the Manager;
 - (d) to approve the Estate Rules and the fitting out rules made and amended from time to time by the Manager;

- (e) to appoint a Manager to take the place of the Manager in accordance with the provisions of Clause 11 hereof; and
 - (f) to exercise all other powers and duties conferred on the Owners' Committee by virtue of this Deed.
49. The following persons shall be eligible for membership of the Owners' Committee :-
- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee.
 - (b) Where a Unit is co-owned by more than one individual Owner, any one but not the other(s) of them.
 - (c) If an Owner owns more than one Unit, he shall be entitled to propose more than one candidate (but limited to one candidate for each Unit) to be eligible for election as Owners' Committee members Provided that not more than one (1) person from a Residential Unit held together with any Parking Space(s) may stand for election as a member of the Owners' Committee.
50. A member of the Owners' Committee shall retire from office at every alternate annual general meeting of the Owners next following his appointment but shall be eligible for re-election but subject to this he shall hold office until :-
- (a) He resigns by notice in writing to the Owners' Committee; or
 - (b) He ceases to be eligible; or
 - (c) He becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
 - (d) He becomes incapacitated by physical or mental illness or death; or
 - (e) He is removed from office by a resolution of a duly convened meeting of the Owners; or
 - (f) He is not re-elected at the meeting of the Owners at which he stands for re-election.
- A member of the Owners' Committee in respect of whom an event mentioned in this Clause has occurred shall cease to hold office upon the occurrence of such event.
51. The Owners' Committee shall meet at the requisition of the chairman or any two (2) members of the Owners' Committee.
52. The person or persons convening the meeting of the Owners' Committee shall, at least 7 days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee. Such notice of meeting shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed at the meeting. Such notice of meeting may be given :-
- (a) by delivering it personally to the member of the Owners' Committee; or

- (b) by sending it by post to the member of the Owners' Committee at his last known address; or
 - (c) by leaving it at the member's Residential Unit; or
 - (d) by depositing it in the letter box for that Residential Unit.
53. No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business and not less than fifty per cent (50%) of the total number of the members of the Owners' Committee (rounded up to the nearest whole number) or three (3) such members, whichever is the greater, shall be a quorum.
54. A meeting of the Owners' Committee shall be presided over by :-
- (a) the chairman; or
 - (b) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.
55. The Manager shall act as the secretary to the Owners' Committee and shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.
56. The following provisions shall apply in all meetings of the Owners' Committee :-
- (a) All resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it is contrary to the provisions of this Deed or any sub-deed of mutual covenant;
 - (b) A resolution put to the vote of the meeting shall be decided on a show of hands only;
 - (c) At a meeting of the Owners' Committee, every member of the Owners' Committee present at the meeting shall have one vote on a question before the Owners' Committee;
 - (d) In the case of an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.

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

57. The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed not being anything involving criminal liability or dishonesty or negligence by or on the part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deeds, matter or thing done or omitted as aforesaid which does not involve criminal liability, dishonesty or negligence on the part of the Owners' Committee or the members thereof and all costs and expenses in connection therewith.
58. No remuneration shall be payable to the Owners' Committee or any member thereof but such members shall be entitled to be reimbursed for all out-of-pocket expenses reasonably and necessarily incurred in carrying out their duties.

59. The Owners' Committee shall cause to be kept records and minutes of :-
- (a) the appointment and vacation of appointments of all its members and all changes therein;
 - (b) all resolutions and notes of proceedings of the Owners' Committee; and
 - (c) the members present at all meetings.
60. Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and welfare of the residents of the Estate or co-opting members who are not members of the Owners' Committee to serve on such sub-committees.

SECTION VI
MEETING OF OWNERS

61. From time to time as occasion may require there shall be meetings of the Owners for the time being of the Undivided Shares to discuss and decide matters concerning the Estate and in regard to such meetings the following provisions shall apply :-
- (a) A meeting may be convened by the Owners' Committee or by the Manager or by an Owner appointed to convene such a meeting by the Owners of not less than five per cent (5%) of the total number of the Undivided Shares in the Estate in aggregate.
 - (b) The person convening the meeting of the Owners shall, at least fourteen (14) days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify the time, date and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. Such notice of meeting may be given :-
 - (i) by delivering it personally to the Owner;
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving it at the Owner's Residential Unit; or
 - (iv) by depositing it in the letter box for that Residential Unit.
 - (c)
 - (i) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and the quorum at a meeting of Owners shall be ten per cent (10%) of the Owners.
 - (ii) For the purposes of sub-clause (c)(i) above, the reference in that sub-clause (c)(i) to "ten per cent (10%) of the Owners" shall :-
 - (A) be construed as a reference to ten per cent (10%) of the number of persons who are the Owners without regard to their ownership of any particular percentage of the total number of the Undivided Shares into which the Lot and the Estate are divided; and
 - (B) not be construed as the Owners of ten per cent (10%) of the Undivided Shares in aggregate.
 - (iii) The enumeration of the percentage of Owners mentioned in sub-clause (c)(i) above shall be computed as provided in Schedule 11 to the Building Management Ordinance (Cap.344).

- (d) A meeting of the Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened by the Manager or by an Owner appointed to convene such a meeting by the Owners of not less than five per cent (5%) of the total number of the Undivided Shares in the Estate in aggregate as aforesaid, by the person convening the meeting.
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (f) At the meeting of the Owners :-
 - (i) an Owner shall have one (1) vote for each Undivided Share he owns PROVIDED ALWAYS THAT the Undivided Shares allocated to the Common Areas and Facilities shall not carry any right to vote.
 - (ii) an Owner may cast a vote personally or by proxy;
 - (iii) where two (2) or more persons are the co-owners of an Undivided Share, the vote in respect of that Undivided Share may be cast :-
 - (A) by a proxy jointly appointed by the co-owners;
 - (B) by a person appointed by the co-owners from amongst themselves; or
 - (C) if no appointment is made under sub-clause (f)(iii)(A) or (f)(iii)(B) of this Clause, then either by one of the co-owners personally or by a proxy appointed by one of the co-owners;
 - (iv) where two (2) or more persons are the co-owners of an Undivided Share and more than one of the co-owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid;
 - (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; and
 - (vi) for the avoidance of doubt, in determining whether a resolution is passed by a majority of the votes of Owners, the following shall be disregarded :-
 - (A) Owners who are not present at the meeting;
 - (B) Owners who are present at the meeting but do not vote;
 - (C) blank or invalid votes;
 - (D) abstentions.
- (g) Votes may be given either personally or by proxy and in regard to the removal of the chairman of the meeting, votes shall be cast by means of a secret ballot supervised by the Manager.
- (h) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Cap.344), and shall be signed by the Owner

or, if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of that body corporate and signed by a person authorized by that body corporate in that behalf. The instrument appointing the proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened by the Manager or by an Owner appointed to convene such a meeting by the Owners of not less than five per cent (5%) of the total number of the Undivided Shares in the Estate in aggregate as aforesaid, the person convening the meeting at least forty-eight (48) hours before the time for the holding of the meeting. The proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

- (i) Save as otherwise herein provided any resolution on any matter concerning the Estate passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners of the Estate PROVIDED THAT :-
 - (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
 - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
 - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.
 - (iv) A resolution may be passed to dismiss the Manager at any time without compensation by giving the Manager not less than three (3) months' notice in writing but no such resolution shall be valid unless such resolution is passed by the Owners of not less than fifty per cent (50%) of the total number of the Undivided Shares in the Estate in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities).
- (j) No resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than seventy-five per cent (75%) of the total number of the Undivided Shares in the Estate but excluding the Undivided Shares allocated to the Common Areas and Facilities namely :-
 - (i) Upon the expiration of the said term of years created under and by virtue of the Conditions or in the event of the Government taking any action by way of earlier re-entry thereunder, in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease term upon such terms and conditions as the Government shall offer, whether and in what manner to pay any premium, rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the said Conditions as aforesaid.
 - (ii) A resolution to rebuild or redevelop the Estate otherwise than in accordance with Clause 62 hereof.
- (k) Without affecting the provisions herein contained requiring certain matters to be decided only by resolutions passed by the Owners holding not less than seventy-five per cent (75%) of the total number of the Undivided Shares in the Estate but excluding the Undivided Shares allocated to the Common Areas and Facilities, a resolution in writing signed by the Owners who in the aggregate have vested in them for the time being more than one half (1/2) of the total number of the Undivided Shares in the Estate (excluding

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

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

SECTION VII EXTINGUISHMENT OF RIGHTS

62. In the event of the whole or any part of the Estate being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for habitation or use or occupation, the Manager or the Owners' Committee or those Owners who in the aggregate have vested in them for the time being of not less than seventy-five per cent (75%) of the total number of the Undivided Shares of the Estate or of the part thereof as affected (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting of the Owners of such part or parts of the Estate so affected and such meeting may resolve by not less than seventy-five per cent (75%) majority of votes of the Owners present (who shall own not less than seventy-five per cent (75%) of the Undivided Shares allocated to such part or parts of the Estate that has or have been damaged excluding those allocated to the Common Areas and Facilities) and voting that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such part or parts of the Estate damaged as aforesaid then in such event the Undivided Shares in the Lot representing such part or parts of the Estate damaged as aforesaid shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager who shall hold such Undivided Shares upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of the Undivided Shares previously held by such former Owners. All insurance money received in respect of any policy of insurance on such part or parts of the Estate shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of the relevant part or parts of the Estate damaged as aforesaid PROVIDED ALWAYS THAT if it is resolved at such meeting by not less than seventy-five per cent (75%) majority of votes of the Owners present (who shall own not less than seventy-five per cent (75%) of the Undivided Shares allocated to such part or parts of the Estate that has or have been damaged excluding those allocated to the Common Areas and Facilities) and voting to reinstate or rebuild such part or parts of the Estate damaged as aforesaid, then the Owners of such part or parts of the Estate damaged as aforesaid shall pay the excess of the cost of reinstatement or rebuilding of the relevant part or parts of the Estate damaged as aforesaid over and above the proceeds recoverable from the insurance of such part or parts of the Estate damaged as aforesaid in proportion to the respective number of the Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant part or parts of the Estate damaged as aforesaid and be recoverable as a civil debt and PROVIDED FURTHER THAT nothing herein shall allow any Owner to reinstate or rebuild his

Unit or any part thereof so affected except in accordance with the Building Plans and in the same design disposition and height as the other Units and in a good and proper workmanlike fashion using good quality materials so that such Unit or any affected part thereof after reinstatement or rebuilding (as the case may be) shall in all respects range in an uniform manner with the other Units of the Estate.

63. The following provisions shall apply to a meeting convened as provided in Clause 62 hereof :-
- (a) Every such meeting shall be convened by at least fourteen (14) days' notice in writing served by the person(s) convening the meeting on each Owner specifying the time, date and place of the meeting and the resolutions (if any) that are to be proposed. Service of such notice may be effected :-
 - (i) personally upon the Owner; or
 - (ii) by post addressed to the Owner at his last known address; or
 - (iii) by leaving the notice at the Owner's Residential Unit; or
 - (iv) by depositing the notice in his letter box.
 - (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and the Owners of not less than seventy-five per cent (75%) of the total number of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) in that part of the Estate in question, attending in person or by proxy, shall be a quorum;
 - (c) If within half an hour from the time appointed for the meeting a quorum be not present the meeting shall stand adjourned to the same time and day in the next week at the same place;
 - (d) The chairman of the Owners' Committee or, in his absence, an owner appointed by the Owners as chairman for that meeting shall be the chairman of the meeting;
 - (e) The chairman of the meeting shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
 - (f) Every Owner shall have one vote for each Undivided Share allocated to the part of the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) vested in him and in the case of the Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and in case of dispute the Owner whose name first appears in the register of such Undivided Share kept at the Land Registry shall have the right to vote and in case of equality of votes, the chairman shall have a second or casting vote;
 - (g) Votes may be given either personally or by proxy;
 - (h) The instrument appointing a proxy shall be deposited with the person, or one of the persons, as the case may be, who convened the meeting not less than forty-eight (48) hours before the time for the holding of the meeting at which the proxy proposes to vote;
 - (i) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of votes of the Owners present in person or by proxy and voting shall be binding on all the Owners of the relevant part of the Estate PROVIDED as follows :-

- (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (j) Apart from the notice given under sub-clause (a) of this Clause, the accidental omission to give notice to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION VIII
MISCELLANEOUS PROVISIONS

64. Each Owner shall on ceasing to be the Owner of any Undivided Share and the premises enjoyed therewith notify the Manager of such cessation and of the name and address of the new Owner within one (1) month from the date of the relevant assignment and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions in accordance with the terms of this Deed up to the date such Owner ceases to be an Owner.
65. There shall be public notice boards at such places in the Estate as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the Estate Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements, as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for seven (7) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
66. Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards or required by this Deed or by law to be served personally or in any other manner and in the absence of any address provided by an Owner pursuant to Clause 67 below, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor or chargor, such notice may also be served on his mortgagee or chargee (as the case may be), if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the registered office of the Manager.
67. Any Owner of any Undivided Shares who does not occupy any Unit to which such Undivided Shares relates must provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed.
68. (a) Each Owner (including the First Owner) shall comply with the conditions of the Conditions so long as he remains as an Owner of any Undivided Share.
- (b) Notwithstanding anything contained in this Deed, nothing herein shall conflict with or be in breach of the Conditions and nothing herein contained shall prejudice the

application or operation of or shall contradict or overrule or fail to comply with the provisions of the Building Management Ordinance (Cap.344) and the Schedules thereto.

69. (a) The First Owner shall provide at its own costs a direct translation in Chinese of this Deed and deposit a copy of this Deed and the Chinese translation at the building management office within one (1) month after the date hereof for inspection by the Owners free of charge and the taking of copies by the Owners at their own expense and on payment of a reasonable charge during the normal office hours of the Manager. All charges received shall be credited to the relevant part(s) of the Capital Equipment Fund as provided herein. In the event of any dispute as to the effect of the Chinese translation and the English version of this Deed, the English version of this Deed shall prevail.
- (b) The First Owner shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) (English and Chinese versions) at the building management office for reference by the Owners free of charge and the taking of copies by the Owners at their own expense and on payment of a reasonable charge during the normal office hours of the Manager. All charges received shall be credited to the relevant part(s) of the Capital Equipment Fund as provided herein.
- (c) The First Owner shall deposit a copy of the FSMP at the building management office for reference by the Owners free of charge and the taking of copies by the Owners at their own expense and on payment of a reasonable charge during the normal office hours of the Manager. All charges received shall be credited to the Capital Equipment Fund (Residential Units).
70. (a) Plans showing the Common Areas and Facilities (if and where capable of being shown on plans) shall be prepared by the First Owner and certified as to their accuracy by or on behalf of the Authorized Person and kept at the building management office of the Estate for inspection by the Owners free of costs and charge within normal business hours.
- (b) A full copy of the Environmental Assessment shall be deposited by the First Owner at the building management office within one (1) month from the date of this Deed and shall be available for inspection by the Owners free of charge and the taking copies at their own expense and on payment of a reasonable charge during the normal office hours of the Manager. All charges received shall be credited to the relevant part(s) of the Capital Equipment Fund as provided herein.
71. During the existence of the Owners' Corporation, (a) the general meeting of the Owners' Corporation convened under the Building Management Ordinance (Cap.344) shall take the place of the meeting of the Owners hereunder, (b) where the management committee of the Owners' Corporation has been appointed, the management committee of the Owners' Corporation shall take the place of the Owners' Committee hereunder, (c) the Owners' Corporation shall also have the functions of the Owners' Committee as provided in Clause 48 hereof and (d) the control, management, maintenance and administration of the Lot and the Estate and the Common Areas and Facilities shall be undertaken by the Manager under the supervision of the Owners' Corporation unless and until the appointment of the Manager is terminated in accordance with this Deed. Nothing contained in this Deed shall prejudice the operation of the Building Management Ordinance (Cap.344).
72. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Units and the Common Areas and Facilities and to the Undivided Share or Undivided Shares held therewith.

73. In consideration of the covenant given by the Manager hereinafter mentioned, the First Owner and the First Assignee hereby covenant with the Manager and each other to comply with the conditions of the Conditions so long as they remain as Owners of any Undivided Share.
74. In consideration of the covenant given by the First Owner and the First Assignee hereinbefore mentioned, the Manager hereby covenants with the First Owner and the First Assignee to comply with the conditions of the Conditions so long as the Manager remains as the manager of the Lot and the Estate.

SECTION IX
GREEN AND INNOVATIVE FEATURES

75. In order to improve the environmental performance and to protect the life cycle of the Estate, the Green and Innovative Features have been constructed. The Owners shall observe the following covenants in relation to the Balconies and the Utility Platforms of the Green and Innovative Features.
- (a) The Balconies and the covered areas underneath the Balconies must not be enclosed above safe parapet height other than as under the Building Plans.
 - (b) The Utility Platforms and the covered areas underneath the Utility Platforms must not be enclosed above safe parapet height other than as under the Building Plans.
 - (c) The Owner in whom an Undivided Share of the Residential Unit of the Estate is vested has the full and exclusive right and privilege to hold, use occupy and enjoy the Balcony(ies) (if provided) and the Utility Platform(s) (if provided) in his Residential Unit, subject to and with the benefit of the rights and privileges and the express covenants and provisions herein contained, the JPN1, the JPN2, the Estate Rules and the rights of the Manager.
 - (d) Each Owner of the Non-enclosed Areas forming part of his Residential Unit shall at his own costs and expenses keep such Non-enclosed Areas or any part thereof in good and substantial repair and condition and shall preserve, maintain and be responsible for the financial support of such Non-enclosed Areas in accordance with the JPN1 and the JPN2.
 - (e) Upon any breach of the Conditions, this Deed, the JPN1, the JPN2 and/or the relevant Ordinances, the Manager shall have authority to do all acts and things as may be necessary or expedient including but not limiting to inspecting the Non-enclosed Areas or any part thereof at any time upon prior written notice (save and except emergencies) and the right without prejudice to any other right or remedy hereunder to regularize the Non-enclosed Areas occasioned by the default caused or to be caused by the relevant Owner in accordance with the JPN1, the JPN2 and/or this Deed and recover from the said Owner all costs and expenses which may be incurred in making good any damage caused thereby or in regularizing the same and in registering the charge on the Undivided Share or the Undivided Shares of the defaulting Owner and the Manager shall be entitled to register a Memorial of such charge at the Land Registry against the Undivided Share or the Undivided Shares of the said defaulting Owner.
 - (f) The Owner of the Balcony(ies) (if provided) and the Utility Platform(s) (if provided) in his Residential Unit shall fully and effectually indemnify the First Owner and/or the Manager from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with the control and the management of the Non-enclosed Areas forming part of his Residential Unit.

- (g) Each Owner for the time being of the Balcony(ies) (if provided) and the Utility Platform(s) (if provided) in his Residential Unit shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein, the JPN1, the JPN2 and/or such practice note or guidelines together with any amendments thereto as shall from time to time be issued or made by the Buildings Department, Lands Department, Planning Department or other competent authorities as the case may be.
76. The Government will monitor the use of the Green and Innovative Features and will take enforcement action, including prosecution against non-compliance with the conditions of exemption of calculation in gross floor area for the Green and Innovative Features as have been imposed. The Owners shall use the Green and Innovative Features in accordance with this Deed, the Conditions, the JPN1, the JPN2 and such conditions of exemption.

SECTION X
SLOPE MAINTENANCE

77. (a) The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all investigations and works in respect of the Slopes and Retaining Walls as required by the Conditions and in accordance with “Geoguide 5 - Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the slope maintenance manual(s) prepared in accordance with such Geoguide 5. A full copy of such slope maintenance manual(s) shall be deposited by the First Owner at the building management office within one month after the date of this Deed and shall be available for inspection by the Owners free of charge and for taking copies upon payment of a reasonable charge during the normal office hours of the Manager. All charges received shall be credited to the relevant part(s) of the Capital Equipment Fund as provided herein.
- (b) Without affecting the generality of the foregoing Clause 77(a), the Owners shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Areas, and carry out such geotechnical investigation within the Lot and on the Green Cross-hatched Black Area and carry out and maintain such works as required in good substantial repair and condition and in all respects to the satisfaction of the Director of Lands as prescribed by Special Condition Nos.(35) and (36) of the Conditions.
78. Where any cutting away, removal or setting back of any land or any building up or filling in or any slope treatment works of any kind whatsoever is or has been required, for the purpose of or in connection with the formation levelling or development of the Lot or any part thereof or any other works required to be done by the Owners under the Conditions or for any other purpose, the Owners shall at their own expense carry out and construct and maintain such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may at any time be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter.

SECTION XI
MAINTENANCE OF WORKS AND INSTALLATIONS

79. The Owners shall at their own costs and expenses inspect, maintain in good substantial repair and condition and carry out all necessary works for the maintenance of the Works and Installations particularized in the FOURTH SCHEDULE hereto (subject to revision as provided

for in Clause 81 hereof) as required by the Conditions and in accordance with the maintenance manual(s) (as amended or substituted from time to time) compiled by the First Owner in accordance with Clause 80 hereof. A full copy of such maintenance manual(s) shall be deposited by the First Owner at the building management office within one (1) month after the date of this Deed and shall be available for inspection by the Owners free of charge and the taking copies at their own expense and on payment of a reasonable charge during the normal office hours of the Manager. All charges received shall be credited to the relevant part(s) of the Capital Equipment Fund as provided herein.

80. The First Owner has at its own costs and expenses prepared a schedule of the Works and Installations (as set out in the Fourth Schedule hereto) and shall at its own cost and expense compile for the reference of the Owners and the Manager a maintenance manual(s) (subject to revision as provided for in Clause 81 hereof) for the Works and Installations setting out the following details :-

- (a) 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 comprised in the Works and Installations;
- (b) 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 comprised in the Works and Installations;
- (c) Recommended maintenance strategy and procedures;
- (d) A list of items of the Works and Installations requiring routine maintenance;
- (e) Recommended frequency of routine maintenance inspection;
- (f) Checklist and typical inspection record sheets for routine maintenance inspection; and
- (g) Recommended maintenance cycle of the Works and Installations.

81. The Fourth Schedule hereto and the maintenance manual(s) referred to in Clause 80 hereof may be subject to revision as from time to time required or specified in a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof and in which event, the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual(s) for the Works and Installations within such time as may be specified in such resolution passed by the Owners and upon signing by the Manager for and on behalf of all the Owners of a memorandum (to which the revised schedule shall be attached) concerning the revised schedule and the revised maintenance manual(s) and upon registration of such memorandum against the Lot and the Estate and the Common Areas and Facilities, such revised schedule and revised maintenance manual(s) shall take effect and be binding on all the Owners as from the date specified in such memorandum. All costs and expenses in respect of and incidental to the preparation of any revised schedule and any revised maintenance manual(s) for the Works and Installations and the preparation and registration of any memorandum as aforesaid shall be paid out of the relevant part(s) of the Capital Equipment Fund as provided herein. A full copy of such revised maintenance manual(s) shall be deposited by the Manager at the building management office within one (1) month after the date of its preparation and shall be available for inspection by the Owners free of charge and the taking copies at their own expense and on payment of a reasonable charge during the normal office hours of the Manager. All charges received shall be credited to the relevant part(s) of the Capital Equipment Fund as provided herein.

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

THE FIRST SCHEDULE ABOVE REFERRED TO
ALLOCATION OF UNDIVIDED SHARES AND MANAGEMENT SHARES
ALLOCATION OF THE UNDIVIDED SHARES

TOWER 1

Undivided Shares for each Residential Unit Floor	Residential Unit	A	B	C	D	E	F	G	H	J	K
1/F		70	35	49	49	57	57	54	49	35	70
2/F		70	35	49	49	59	59	54	49	35	70
3/F		70	35	49	49	59	59	54	49	35	70
5/F		70	35	49	49	59	59	54	49	35	70
6/F		70	35	49	49	59	59	54	49	35	70
7/F		70	35	49	49	59	59	54	49	35	70
8/F		70	35	49	49	59	59	54	49	35	70
9/F		70	35	49	49	59	59	54	49	35	70
10/F		70	35	49	49	59	59	54	49	35	70
11/F		70	35	49	49	59	59	54	49	35	70
12/F		70	35	49	49	59	59	54	49	35	70
13/F		70	35	49	49	59	59	54	49	35	70
15/F		70	35	49	49	59	59	54	49	35	70
16/F		70	35	49	49	59	59	54	49	35	70
17/F		70	35	49	49	59	59	54	49	35	70
18/F		70	35	49	49	59	59	54	49	35	70
19/F		74	36	50	50	60	60	55	50	36	74

SUB-TOTAL : 9,005

- There are no designations of “4/F” and “14/F”
- There is no Residential Unit on “G/F”
- There is no designation of “Residential Unit I”

TOWER 2

Undivided Residential Shares for each Residential Unit	A	B	C	D
Floor				
1/F	78	76	76	78
2/F	81	76	76	81
3/F	81	76	76	81
5/F	81	76	76	81
6/F	81	76	76	81
7/F	81	76	76	81
8/F	81	76	76	81
9/F	81	76	76	81
10/F	81	76	76	81
11/F	81	76	76	81
12/F	81	76	76	81
13/F	81	76	76	81
15/F	81	76	76	81
16/F	81	76	76	81
17/F	81	76	76	81
18/F	81	76	76	81
19/F	89	80	80	89

SUB-TOTAL :5,356

- There are no designations of “4/F” and “14/F”
- There is no Residential Unit on “G/F”

TOWER 3

Undivided Residential Shares for each Residential Unit Floor	A	B	C
G/F	111	87	-
1/F	83	68	81
2/F	83	68	81
3/F	83	68	81
5/F	83	68	81
6/F	83	68	81
7/F	83	68	81
8/F	83	68	81
9/F	83	68	81
10/F	83	68	81
11/F	83	68	81
12/F	83	68	81
13/F	83	68	81
15/F	83	68	81
16/F	83	68	81
17/F	83	68	81
18/F	83	68	81
19/F	83	68	81
20/F	130	-	108

SUB-TOTAL : 4,380

- There are no designations of “4/F” and “14/F”

TOWER 5

Undivided Residential Shares for each Residential Unit Floor	A	B	C
G/F	111	87	-
1/F	83	68	81
2/F	83	68	81
3/F	83	68	81
5/F	83	68	81
6/F	83	68	81
7/F	83	68	81
8/F	83	68	81
9/F	83	68	81
10/F	83	68	81
11/F	83	68	81
12/F	83	68	81
13/F	83	68	81
15/F	83	68	81
16/F	83	68	81
17/F	83	68	81
18/F	83	68	81
19/F	83	68	81
20/F	130	-	108

SUB-TOTAL : 4,380

- There are no designations of “4/F” and “14/F”

TOWER 6

Undivided Residential Shares for each Residential Unit	A	B	C
Floor			
G/F	111	-	-
1/F	83	72	-
2/F	83	68	80
3/F	83	68	81
5/F	83	68	81
6/F	83	68	81
7/F	83	68	81
8/F	83	68	81
9/F	83	68	81
10/F	83	68	81
11/F	83	68	81
12/F	83	68	81
13/F	83	68	81
15/F	83	68	81
16/F	83	68	81
17/F	83	68	81
18/F	83	68	81
19/F	83	68	81
20/F	130	-	108

SUB-TOTAL : 4,215

- There are no designations of “4/F” and “14/F”

TOWER 7

Undivided Shares for each Residential Unit Floor	A	B	C	D	E	F	G	H
G/F	55	-	-	-	-	95	-	55
1/F	57	42	54	-	-	47	42	57
2/F	57	42	54	67	66	49	42	57
3/F	57	42	54	70	70	49	42	57
5/F	57	42	54	70	70	49	42	57
6/F	57	42	54	70	70	49	42	57
7/F	57	42	54	70	70	49	42	57
8/F	57	42	54	70	70	49	42	57
9/F	57	42	54	70	70	49	42	57
10/F	57	42	54	70	70	49	42	57
11/F	57	42	54	70	70	49	42	57
12/F	57	42	54	70	70	49	42	57
13/F	57	42	54	70	70	49	42	57
15/F	57	42	54	70	70	49	42	57
16/F	57	42	54	70	70	49	42	57
17/F	57	42	54	70	70	49	42	57
18/F	57	42	54	70	70	49	42	57
19/F	57	42	54	70	70	49	42	57
20/F	58	43	55	74	73	50	43	58

SUB-TOTAL : 8,007

- There are no designations of “4/F” and “14/F”

TOWER 8

Undivided Shares for each Residential Unit Residential Unit Floor	A	B	C	D	E	F	G	H	J	K
G/F	56	-	-	56	49	32	101	-	-	-
1/F	58	42	47	58	51	35	46	49	35	51
2/F	58	42	47	58	51	35	49	49	35	51
3/F	58	42	47	58	51	35	49	49	35	51
5/F	58	42	47	58	51	35	49	49	35	51
6/F	58	42	47	58	51	35	49	49	35	51
7/F	58	42	47	58	51	35	49	49	35	51
8/F	58	42	47	58	51	35	49	49	35	51
9/F	58	42	47	58	51	35	49	49	35	51
10/F	58	42	47	58	51	35	49	49	35	51
11/F	58	42	47	58	51	35	49	49	35	51
12/F	58	42	47	58	51	35	49	49	35	51
13/F	58	42	47	58	51	35	49	49	35	51
15/F	58	42	47	58	51	35	49	49	35	51
16/F	58	42	47	58	51	35	49	49	35	51
17/F	58	42	47	58	51	35	49	49	35	51
18/F	58	42	47	58	51	35	49	49	35	51
19/F	58	42	47	58	51	35	49	49	35	51
20/F	59	43	48	59	97	-	50	50	97	-

SUB-TOTAL : 8,869

- There are no designations of “4/F” and “14/F”
- There is no designation of “Residential Unit I”

TOWER 9

Undivided Shares for each Residential Unit Residential Unit Floor	A	B	C	D	E	F	G	H	J
G/F	76	-	-	56	-	-	-	-	-
1/F	70	49	47	58	-	-	-	-	-
2/F	69	49	47	58	51	35	49	42	57
3/F	69	49	47	58	51	35	49	42	57
5/F	69	49	47	58	51	35	49	42	57
6/F	69	49	47	58	51	35	49	42	57
7/F	69	49	47	58	51	35	49	42	57
8/F	69	49	47	58	51	35	49	42	57
9/F	69	49	47	58	51	35	49	42	57
10/F	69	49	47	58	51	35	49	42	57
11/F	69	49	47	58	51	35	49	42	57
12/F	69	49	47	58	51	35	49	42	57
13/F	69	49	47	58	51	35	49	42	57
15/F	69	49	47	58	51	35	49	42	57
16/F	69	49	47	58	51	35	49	42	57
17/F	69	49	47	58	51	35	49	42	57
18/F	69	49	47	58	51	35	49	42	57
19/F	69	49	47	58	51	35	49	42	57
20/F	74	50	48	59	92	-	50	43	58

SUB-TOTAL : 8,142

- There are no designations of “4/F” and “14/F”
- There is no designation of “Residential Unit I”

TOWER 10

Undivided Shares for each Residential Unit Floor	A	B	C	D	E	F	G	H
G/F	-	-	-	55	-	-	-	-
1/F	70	54	42	58	-	-	-	-
2/F	70	54	42	57	35	-	-	-
3/F	70	54	42	57	35	49	49	70
5/F	70	54	42	57	35	49	49	70
6/F	70	54	42	57	35	49	49	70
7/F	70	54	42	57	35	49	49	70
8/F	70	54	42	57	35	49	49	70
9/F	70	54	42	57	35	49	49	70
10/F	70	54	42	57	35	49	49	70
11/F	70	54	42	57	35	49	49	70
12/F	70	54	42	57	35	49	49	70
13/F	70	54	42	57	35	49	49	70
15/F	70	54	42	57	35	49	49	70
16/F	70	54	42	57	35	49	49	70
17/F	70	54	42	57	35	49	49	70
18/F	70	54	42	57	35	49	49	70
19/F	70	54	42	57	35	49	49	70
20/F	74	55	43	58	36	50	50	74

SUB-TOTAL : 7,367

- There are no designations of “4/F” and “14/F”

TOWER 11

Undivided Shares for each Residential Unit Residential Unit Floor	A	B	C	D	F	G	H
G/F	76	-	-	-	-	-	-
1/F	70	49	54	-	-	-	-
2/F	70	49	54	81	-	-	-
3/F	69	49	54	80	49	49	69
5/F	69	49	54	80	49	49	69
6/F	69	49	54	80	49	49	69
7/F	69	49	54	80	49	49	69
8/F	69	49	54	80	49	49	69
9/F	69	49	54	80	49	49	69
10/F	74	50	55	83	50	50	73

SUB-TOTAL : 3,452

- There is no designation of "4/F"
- There is no designation of "Residential Unit E"

TOWER 12

Undivided Residential Shares for each Residential Unit Floor	A	B	C	D	E	F	G	H
G/F	56	-	-	76	-	-	-	-
1/F	58	47	49	70	-	-	-	-
2/F	58	47	49	70	-	-	-	-
3/F	58	47	49	69	69	50	-	-
5/F	58	47	49	69	69	49	49	71
6/F	58	47	49	69	69	49	49	71
7/F	58	47	49	69	69	49	49	71
8/F	58	47	49	69	69	49	49	71
9/F	58	47	49	69	69	49	49	71
10/F	59	48	50	74	73	50	50	75

SUB-TOTAL : 3,706

- There is no designation of “4/F”

TOWER 13

Undivided Residential Shares for each Residential Unit Floor	A	B	C	D	E	F	G	H
G/F	76	-	-	56	-	-	-	-
1/F	70	49	47	58	-	-	-	70
2/F	70	49	47	58	-	49	49	70
3/F	70	49	47	58	71	49	49	70
5/F	70	49	47	58	71	49	49	70
6/F	70	49	47	58	71	49	49	70
7/F	70	49	47	58	71	49	49	70
8/F	70	49	47	58	71	49	49	70
9/F	70	49	47	58	71	49	49	70
10/F	74	50	48	59	75	50	50	74

SUB-TOTAL : 4,076

- There is no designation of "4/F"

TOWER 15

Undivided Residential Shares for each Residential Unit Floor	A	B	C	D	E	F	G	H
G/F	75	95	-	53	-	-	-	56
1/F	69	49	46	55	56	54	42	57
2/F	69	49	49	55	56	54	42	57
3/F	69	49	49	55	56	54	42	57
5/F	69	49	49	55	56	54	42	57
6/F	69	49	49	55	56	54	42	57
7/F	69	49	49	55	56	54	42	57
8/F	69	49	49	55	56	54	42	57
9/F	69	49	49	55	56	54	42	57
10/F	74	50	50	56	57	55	43	58

SUB-TOTAL : 4,167

- There is no designation of "4/F"

TOWER 16

Undivided Residential Shares for each Residential Unit Floor	A	B	C	D	E	F	G	H
G/F	75	-	95	67	56	-	-	55
1/F	70	49	46	71	58	47	42	57
2/F	70	49	49	71	58	47	42	57
3/F	70	49	49	71	58	47	42	57
5/F	70	49	49	71	58	47	42	57
6/F	70	49	49	71	58	47	42	57
7/F	70	49	49	71	58	47	42	57
8/F	70	49	49	71	58	47	42	57
9/F	70	49	49	71	58	47	42	57
10/F	74	50	50	75	59	48	43	58

SUB-TOTAL : 4,346

- There is no designation of "4/F"

TOWER 17

Undivided Shares for each Residential Unit Floor	A	B	C	D	E	F	G	H
G/F	59	-	95	67	56	-	-	60
1/F	55	49	46	71	58	47	49	56
2/F	55	49	49	71	58	47	49	56
3/F	55	49	49	71	58	47	49	56
5/F	55	49	49	71	58	47	49	56
6/F	55	49	49	71	58	47	49	56
7/F	55	49	49	71	58	47	49	56
8/F	55	49	49	71	58	47	49	56
9/F	55	49	49	71	58	47	49	56
10/F	56	50	50	75	59	48	50	57

SUB-TOTAL : 4,251

- There is no designation of "4/F"

TOWER 18

Undivided Shares for each Residential Unit Residential Unit Floor	A	B	C	D	E	F	G	H	J
G/F	66	66	-	-	75	76	104	-	69
1/F	69	69	54	54	70	70	49	51	72
2/F	69	69	54	54	70	70	49	54	72
3/F	69	69	54	54	70	70	49	54	72
5/F	69	69	54	54	70	70	49	54	72
6/F	69	69	54	54	70	70	49	54	72
7/F	69	69	54	54	70	70	49	54	72
8/F	69	69	54	54	70	70	49	54	72
9/F	69	69	54	54	70	70	49	54	72
10/F	73	73	55	55	74	74	50	55	77

SUB-TOTAL : 5,527

- There is no designation of "4/F"
- There is no designation of "Residential Unit I"

TOWER 19

Undivided Shares for each Residential Unit Residential Unit Floor	A	B	C	D	E	F	G	H	J
G/F	66	66	-	-	75	76	104	-	69
1/F	69	69	54	54	70	70	49	51	72
2/F	69	69	54	54	70	70	49	54	72
3/F	69	69	54	54	70	70	49	54	72
5/F	69	69	54	54	70	70	49	54	72
6/F	69	69	54	54	70	70	49	54	72
7/F	69	69	54	54	70	70	49	54	72
8/F	69	69	54	54	70	70	49	54	72
9/F	69	69	54	54	70	70	49	54	72
10/F	73	73	55	55	74	74	50	55	77

SUB-TOTAL : 5,527

- There is no designation of "4/F"
- There is no designation of "Residential Unit I"

SUMMARY FOR RESIDENTIAL ACCOMMODATION :

UNDIVIDED SHARES

TOWER 1	9,005
TOWER 2	5,356
TOWER 3	4,380
TOWER 5	4,380
TOWER 6	4,215
TOWER 7	8,007
TOWER 8	8,869
TOWER 9	8,142
TOWER 10	7,367
TOWER 11	3,452
TOWER 12	3,706
TOWER 13	4,076
TOWER 15	4,167
TOWER 16	4,346
TOWER 17	4,251
TOWER 18	5,527
TOWER 19	5,527
Sub-Total :	<u>94,773</u>

PARKING SPACES of which :

(i) 358 nos. are for the parking of private motor vehicles having 5 Undivided Shares each; and	1,790
(ii) 17 nos. are for the parking of private motorcycles having 1 Undivided Share each	17
Sub-Total :	<u>1,807</u>

COMMON AREAS AND FACILITIES:

Sub-Total :	<u>100</u>
Total :	<u><u>96,680</u></u>

ALLOCATION OF THE MANAGEMENT SHARES

TOWER 1

Management Shares for each Residential Unit Residential Unit Floor	A	B	C	D	E	F	G	H	J	K
1/F	70	35	49	49	57	57	54	49	35	70
2/F	70	35	49	49	59	59	54	49	35	70
3/F	70	35	49	49	59	59	54	49	35	70
5/F	70	35	49	49	59	59	54	49	35	70
6/F	70	35	49	49	59	59	54	49	35	70
7/F	70	35	49	49	59	59	54	49	35	70
8/F	70	35	49	49	59	59	54	49	35	70
9/F	70	35	49	49	59	59	54	49	35	70
10/F	70	35	49	49	59	59	54	49	35	70
11/F	70	35	49	49	59	59	54	49	35	70
12/F	70	35	49	49	59	59	54	49	35	70
13/F	70	35	49	49	59	59	54	49	35	70
15/F	70	35	49	49	59	59	54	49	35	70
16/F	70	35	49	49	59	59	54	49	35	70
17/F	70	35	49	49	59	59	54	49	35	70
18/F	70	35	49	49	59	59	54	49	35	70
19/F	74	36	50	50	60	60	55	50	36	74

SUB-TOTAL : 9,005

- There are no designations of “4/F” and “14/F”
- There is no Residential Unit on “G/F”
- There is no designation of “Residential Unit I”

TOWER 2

Management Shares for each Residential Unit Residential Unit	A	B	C	D
Floor				
1/F	78	76	76	78
2/F	81	76	76	81
3/F	81	76	76	81
5/F	81	76	76	81
6/F	81	76	76	81
7/F	81	76	76	81
8/F	81	76	76	81
9/F	81	76	76	81
10/F	81	76	76	81
11/F	81	76	76	81
12/F	81	76	76	81
13/F	81	76	76	81
15/F	81	76	76	81
16/F	81	76	76	81
17/F	81	76	76	81
18/F	81	76	76	81
19/F	89	80	80	89

SUB-TOTAL : 5,356

- There are no designations of “4/F” and “14/F”
- There is no Residential Unit on “G/F”

TOWER 3

Management Residential Shares for each Residential Unit	A	B	C
Floor			
G/F	111	87	-
1/F	83	68	81
2/F	83	68	81
3/F	83	68	81
5/F	83	68	81
6/F	83	68	81
7/F	83	68	81
8/F	83	68	81
9/F	83	68	81
10/F	83	68	81
11/F	83	68	81
12/F	83	68	81
13/F	83	68	81
15/F	83	68	81
16/F	83	68	81
17/F	83	68	81
18/F	83	68	81
19/F	83	68	81
20/F	130	-	108

SUB-TOTAL : 4,380

- There are no designations of “4/F” and “14/F”

TOWER 5

Management Shares for each Residential Unit Residential Unit Floor	A	B	C
G/F	111	87	-
1/F	83	68	81
2/F	83	68	81
3/F	83	68	81
5/F	83	68	81
6/F	83	68	81
7/F	83	68	81
8/F	83	68	81
9/F	83	68	81
10/F	83	68	81
11/F	83	68	81
12/F	83	68	81
13/F	83	68	81
15/F	83	68	81
16/F	83	68	81
17/F	83	68	81
18/F	83	68	81
19/F	83	68	81
20/F	130	-	108

SUB-TOTAL : 4,380

- There are no designations of “4/F” and “14/F”

TOWER 6

Management Shares for each Residential Unit Residential Unit Floor	A	B	C
G/F	111	-	-
1/F	83	72	-
2/F	83	68	80
3/F	83	68	81
5/F	83	68	81
6/F	83	68	81
7/F	83	68	81
8/F	83	68	81
9/F	83	68	81
10/F	83	68	81
11/F	83	68	81
12/F	83	68	81
13/F	83	68	81
15/F	83	68	81
16/F	83	68	81
17/F	83	68	81
18/F	83	68	81
19/F	83	68	81
20/F	130	-	108

SUB-TOTAL : 4,215

- There are no designations of “4/F” and “14/F”

TOWER 7

Management Shares for each Residential Unit Residential Unit Floor	A	B	C	D	E	F	G	H
G/F	55	-	-	-	-	95	-	55
1/F	57	42	54	-	-	47	42	57
2/F	57	42	54	67	66	49	42	57
3/F	57	42	54	70	70	49	42	57
5/F	57	42	54	70	70	49	42	57
6/F	57	42	54	70	70	49	42	57
7/F	57	42	54	70	70	49	42	57
8/F	57	42	54	70	70	49	42	57
9/F	57	42	54	70	70	49	42	57
10/F	57	42	54	70	70	49	42	57
11/F	57	42	54	70	70	49	42	57
12/F	57	42	54	70	70	49	42	57
13/F	57	42	54	70	70	49	42	57
15/F	57	42	54	70	70	49	42	57
16/F	57	42	54	70	70	49	42	57
17/F	57	42	54	70	70	49	42	57
18/F	57	42	54	70	70	49	42	57
19/F	57	42	54	70	70	49	42	57
20/F	58	43	55	74	73	50	43	58

SUB-TOTAL : 8,007

- There are no designations of “4/F” and “14/F”

TOWER 8

Management Shares for each Residential Unit Residential Unit Floor	A	B	C	D	E	F	G	H	J	K
G/F	56	-	-	56	49	32	101	-	-	-
1/F	58	42	47	58	51	35	46	49	35	51
2/F	58	42	47	58	51	35	49	49	35	51
3/F	58	42	47	58	51	35	49	49	35	51
5/F	58	42	47	58	51	35	49	49	35	51
6/F	58	42	47	58	51	35	49	49	35	51
7/F	58	42	47	58	51	35	49	49	35	51
8/F	58	42	47	58	51	35	49	49	35	51
9/F	58	42	47	58	51	35	49	49	35	51
10/F	58	42	47	58	51	35	49	49	35	51
11/F	58	42	47	58	51	35	49	49	35	51
12/F	58	42	47	58	51	35	49	49	35	51
13/F	58	42	47	58	51	35	49	49	35	51
15/F	58	42	47	58	51	35	49	49	35	51
16/F	58	42	47	58	51	35	49	49	35	51
17/F	58	42	47	58	51	35	49	49	35	51
18/F	58	42	47	58	51	35	49	49	35	51
19/F	58	42	47	58	51	35	49	49	35	51
20/F	59	43	48	59	97	-	50	50	97	-

SUB-TOTAL : 8,869

- There are no designations of “4/F” and “14/F”
- There is no designation of “Residential Unit I”

TOWER 9

Management Shares for each Residential Unit Residential Unit Floor	A	B	C	D	E	F	G	H	J
G/F	76	-	-	56	-	-	-	-	-
1/F	70	49	47	58	-	-	-	-	-
2/F	69	49	47	58	51	35	49	42	57
3/F	69	49	47	58	51	35	49	42	57
5/F	69	49	47	58	51	35	49	42	57
6/F	69	49	47	58	51	35	49	42	57
7/F	69	49	47	58	51	35	49	42	57
8/F	69	49	47	58	51	35	49	42	57
9/F	69	49	47	58	51	35	49	42	57
10/F	69	49	47	58	51	35	49	42	57
11/F	69	49	47	58	51	35	49	42	57
12/F	69	49	47	58	51	35	49	42	57
13/F	69	49	47	58	51	35	49	42	57
15/F	69	49	47	58	51	35	49	42	57
16/F	69	49	47	58	51	35	49	42	57
17/F	69	49	47	58	51	35	49	42	57
18/F	69	49	47	58	51	35	49	42	57
19/F	69	49	47	58	51	35	49	42	57
20/F	74	50	48	59	92	-	50	43	58

SUB-TOTAL : 8,142

- There are no designations of “4/F” and “14/F”
- There is no designation of “Residential Unit I”

TOWER 10

Management Shares for each Residential Unit Residential Unit Floor	A	B	C	D	E	F	G	H
G/F	-	-	-	55	-	-	-	-
1/F	70	54	42	58	-	-	-	-
2/F	70	54	42	57	35	-	-	-
3/F	70	54	42	57	35	49	49	70
5/F	70	54	42	57	35	49	49	70
6/F	70	54	42	57	35	49	49	70
7/F	70	54	42	57	35	49	49	70
8/F	70	54	42	57	35	49	49	70
9/F	70	54	42	57	35	49	49	70
10/F	70	54	42	57	35	49	49	70
11/F	70	54	42	57	35	49	49	70
12/F	70	54	42	57	35	49	49	70
13/F	70	54	42	57	35	49	49	70
15/F	70	54	42	57	35	49	49	70
16/F	70	54	42	57	35	49	49	70
17/F	70	54	42	57	35	49	49	70
18/F	70	54	42	57	35	49	49	70
19/F	70	54	42	57	35	49	49	70
20/F	74	55	43	58	36	50	50	74

SUB-TOTAL :7,367

- There are no designations of “4/F” and “14/F”

TOWER 11

Management Shares for each Residential Unit Residential Unit Floor	A	B	C	D	F	G	H
G/F	76	-	-	-	-	-	-
1/F	70	49	54	-	-	-	-
2/F	70	49	54	81	-	-	-
3/F	69	49	54	80	49	49	69
5/F	69	49	54	80	49	49	69
6/F	69	49	54	80	49	49	69
7/F	69	49	54	80	49	49	69
8/F	69	49	54	80	49	49	69
9/F	69	49	54	80	49	49	69
10/F	74	50	55	83	50	50	73

SUB-TOTAL : 3,452

- There is no designation of "4/F"
- There is no designation of "Residential Unit E"

TOWER 12

Management / Residential Shares for each Residential Unit	A	B	C	D	E	F	G	H
Floor								
G/F	56	-	-	76	-	-	-	-
1/F	58	47	49	70	-	-	-	-
2/F	58	47	49	70	-	-	-	-
3/F	58	47	49	69	69	50	-	-
5/F	58	47	49	69	69	49	49	71
6/F	58	47	49	69	69	49	49	71
7/F	58	47	49	69	69	49	49	71
8/F	58	47	49	69	69	49	49	71
9/F	58	47	49	69	69	49	49	71
10/F	59	48	50	74	73	50	50	75

SUB-TOTAL : 3,706

- There is no designation of “4/F”

TOWER 13

Management Shares for each Residential Unit Residential Unit Floor	A	B	C	D	E	F	G	H
G/F	76	-	-	56	-	-	-	-
1/F	70	49	47	58	-	-	-	70
2/F	70	49	47	58	-	49	49	70
3/F	70	49	47	58	71	49	49	70
5/F	70	49	47	58	71	49	49	70
6/F	70	49	47	58	71	49	49	70
7/F	70	49	47	58	71	49	49	70
8/F	70	49	47	58	71	49	49	70
9/F	70	49	47	58	71	49	49	70
10/F	74	50	48	59	75	50	50	74

SUB-TOTAL : 4,076

- There is no designation of “4/F”

TOWER 15

Management Shares for each Residential Unit Residential Unit Floor	A	B	C	D	E	F	G	H
G/F	75	95	-	53	-	-	-	56
1/F	69	49	46	55	56	54	42	57
2/F	69	49	49	55	56	54	42	57
3/F	69	49	49	55	56	54	42	57
5/F	69	49	49	55	56	54	42	57
6/F	69	49	49	55	56	54	42	57
7/F	69	49	49	55	56	54	42	57
8/F	69	49	49	55	56	54	42	57
9/F	69	49	49	55	56	54	42	57
10/F	74	50	50	56	57	55	43	58

SUB-TOTAL : 4,167

- There is no designation of “4/F”

TOWER 16

Management Shares for each Residential Unit Residential Unit	A	B	C	D	E	F	G	H
Floor								
G/F	75	-	95	67	56	-	-	55
1/F	70	49	46	71	58	47	42	57
2/F	70	49	49	71	58	47	42	57
3/F	70	49	49	71	58	47	42	57
5/F	70	49	49	71	58	47	42	57
6/F	70	49	49	71	58	47	42	57
7/F	70	49	49	71	58	47	42	57
8/F	70	49	49	71	58	47	42	57
9/F	70	49	49	71	58	47	42	57
10/F	74	50	50	75	59	48	43	58

SUB-TOTAL : 4,346

- There is no designation of "4/F"

TOWER 17

Management Shares for each Residential Unit Residential Unit Floor	A	B	C	D	E	F	G	H
G/F	59	-	95	67	56	-	-	60
1/F	55	49	46	71	58	47	49	56
2/F	55	49	49	71	58	47	49	56
3/F	55	49	49	71	58	47	49	56
5/F	55	49	49	71	58	47	49	56
6/F	55	49	49	71	58	47	49	56
7/F	55	49	49	71	58	47	49	56
8/F	55	49	49	71	58	47	49	56
9/F	55	49	49	71	58	47	49	56
10/F	56	50	50	75	59	48	50	57

SUB-TOTAL : 4,251

- There is no designation of “4/F”

TOWER 18

Management Shares for each Residential Unit Residential Unit Floor	A	B	C	D	E	F	G	H	J
G/F	66	66	-	-	75	76	104	-	69
1/F	69	69	54	54	70	70	49	51	72
2/F	69	69	54	54	70	70	49	54	72
3/F	69	69	54	54	70	70	49	54	72
5/F	69	69	54	54	70	70	49	54	72
6/F	69	69	54	54	70	70	49	54	72
7/F	69	69	54	54	70	70	49	54	72
8/F	69	69	54	54	70	70	49	54	72
9/F	69	69	54	54	70	70	49	54	72
10/F	73	73	55	55	74	74	50	55	77

SUB-TOTAL : 5,527

- There is no designation of “4/F”
- There is no designation of “Residential Unit I”

TOWER 19

Management Shares for each Residential Unit Residential Unit Floor	A	B	C	D	E	F	G	H	J
G/F	66	66	-	-	75	76	104	-	69
1/F	69	69	54	54	70	70	49	51	72
2/F	69	69	54	54	70	70	49	54	72
3/F	69	69	54	54	70	70	49	54	72
5/F	69	69	54	54	70	70	49	54	72
6/F	69	69	54	54	70	70	49	54	72
7/F	69	69	54	54	70	70	49	54	72
8/F	69	69	54	54	70	70	49	54	72
9/F	69	69	54	54	70	70	49	54	72
10/F	73	73	55	55	74	74	50	55	77

SUB-TOTAL : 5,527

- There is no designation of “4/F”
- There is no designation of “Residential Unit I”

SUMMARY FOR RESIDENTIAL ACCOMMODATION :

MANAGEMENT SHARES

TOWER 1	9,005
TOWER 2	5,356
TOWER 3	4,380
TOWER 5	4,380
TOWER 6	4,215
TOWER 7	8,007
TOWER 8	8,869
TOWER 9	8,142
TOWER 10	7,367
TOWER 11	3,452
TOWER 12	3,706
TOWER 13	4,076
TOWER 15	4,167
TOWER 16	4,346
TOWER 17	4,251
TOWER 18	5,527
TOWER 19	5,527
	<hr/>
Sub-Total :	94,773

PARKING SPACES of which :

(i) 358 nos. are for the parking of private motor vehicles having 5 Management Shares each; and	1,790
(ii) 17 nos. are for the parking of private motorcycles having 1 Management Share each	17
	<hr/>
Sub-Total:	1,807
	<hr/>
Total :	<u>96,580</u>

THE SECOND SCHEDULE ABOVE REFERRED TO

The rights and privileges conferred on each Undivided Share as particularized under Part A and subject to which each Undivided Share is held as specified in Part B shall only come into effect as at the date of this Deed.

PART A

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Estate shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Conditions, this Deed, the Estate Rules and the rights of the Manager as provided in this Deed :-
 - (a) Full right and liberty (but SUBJECT ALWAYS TO the rights of the Manager and the First Owner herein provided) for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use the Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit SUBJECT as aforesaid PROVIDED THAT :-
 - (i) only Owners of the Residential Units and occupiers of such Residential Units and their bona fide guest, visitors or invitees may make use of the Residential Common Areas and Facilities;
 - (ii) subject to Clause 3 of Part A of this Schedule, only Owners of the Parking Spaces and occupiers of such Parking Spaces and their bona fide guests, visitors or invitees may make use of the Carpark Common Areas and Facilities;
 - (iii) notwithstanding the foregoing paragraphs (a)(i) and (a)(ii) of Clause 1 of Part A of this Schedule, any Owner of a Unit and occupiers of such Unit and their bona fide guests, visitors or invitees may always make use of any category of the Common Areas and Facilities which such Owner, occupiers, guests, visitors or invitees are not otherwise entitled to make use of under the foregoing paragraphs (a)(i) and (a)(ii) of Clause 1 of Part A of this Schedule (the "Restricted Common Areas and Facilities") for the purpose of escape or seeking refuge in case of fire or other emergency, or obtaining access to and from their respective Units (or parts thereof) or any category of the Common Areas and Facilities which they are entitled to make use of, where such access cannot practically be obtained other than through the Restricted Common Areas and Facilities or where such access is reasonably necessary for the proper use and enjoyment of the Units or the Common Areas and Facilities concerned, such right of access shall be exercisable with or without agents, surveyors, workmen, contractors, and others and with or without vehicles, plant, equipment, materials and machinery; and
 - (iv) nothing in this paragraph (a) shall prejudice any right granted and/or mentioned under paragraphs (b) to (e) of Clause 1 of Part A of this Schedule;
 - (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Estate SUBJECT as aforesaid;
 - (c) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his Unit through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through his Unit or the Estate or any part or parts thereof for the proper use and enjoyment of his Unit SUBJECT as aforesaid;

- (d) The right for any Owner with or without agents, surveyors, workmen, contractors and others and with or without vehicles, plant, equipment, materials and machinery at all reasonable times upon prior notice to the relevant Owner(s) concerned (except in the case of emergency) to enter upon other parts of the Estate for the purpose of carrying out any works for the maintenance and repair of his Unit including any conducting media exclusively serving the same (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby. For the purpose of this sub-clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media; and
 - (e) All other easements, rights and privileges belonging or appertaining to the Lot and the Estate or any part thereof and/or as mentioned, described and/or provided in the Conditions.
2. In addition to the above rights and privileges, the Owner for the time being of each Undivided Share in the Residential Accommodation and his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees shall have the full right and liberty (in common with all persons having the like rights) subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the Estate Rules and the rights of the Manager and the First Owner provided in this Deed) to go pass or repass over and along and to use the Recreational Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the Estate Rules and other regulations (if any) from time to time in force in respect of the same.
3. In addition to the above rights and privileges, the Owner for the time being of each Undivided Share in the Residential Accommodation and his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees shall have the full right and liberty (in common with all persons having the like rights) (but SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the Estate Rules and the rights of the Manager and the First Owner provided in this Deed) to go pass or repass over and along and to use the Carpark Common Areas and Facilities for the purposes of access and egress to and from the Disabled Parking Spaces and the Visitors' Parking Spaces which are the Residential Common Areas and Facilities and the refuse storage and material recovery chambers, the building management office and the owners' committee office which are the Estate Common Areas and Facilities subject to contributions by the Owners of the Residential Units to the expenditure for management and maintenance of the Carpark Common Areas and Facilities in accordance with the provisions of this Deed.

PART B

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

- (a) The full right and privilege of the Manager at all reasonable times upon reasonable prior notice (except in the case of emergency) with or without agents, surveyors, workmen, contractors and others and with or without vehicles, equipment, plant, materials and machinery to enter into and upon his Unit for the purposes of effecting necessary rebuilding, repairing, renewing, cleansing, painting, decorating, inspecting, examining or maintaining the Estate or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Estate or any part or parts thereof as part of the amenities thereof or for the purposes of abating any hazard or nuisance which does or may affect the Common

Areas and Facilities or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed and without prejudice to the generality of the foregoing, the Manager shall have the right from time to time to enter, install and remove anchors and other provisions at the building perimeter of any Balcony, Utility Platform, flat roof, garden, roof, planter or parapet (if any and forming part of any Unit) for operation of the building maintenance system, including but not limited to any gondola system PROVIDED THAT the Manager shall at its own costs and expense make good any damage and be responsible for any liability caused by the negligent, criminal or wilful acts or omissions on the part of the Manager or its employees, agents or contractors in the course of exercising such right;

- (b) Rights of the First Owner set forth in Section II of this Deed;
- (c) Rights and privileges equivalent to those set forth in paragraphs (b) to (e) of Clause 1 of Part A of this Schedule and rights and privileges as reserved unto the Manager under this Deed; and
- (d) The rights and privileges specifically excepted and reserved to the Government and other rights provided in the Conditions.

THE THIRD SCHEDULE ABOVE REFERRED TO

1.
 - (a) No Owner shall make any structural alteration to any part of the Estate owned by him (including but not limited to the slabs, structure or facade of the Buildings or any installation or fixture therein) which will affect the structural integrity of the Estate or which may exceed the loading constraints of the structures in the Estate or which will interfere with or affect the rights of other Owners or which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Estate whether in separate or common occupation (in particular the supply of water, electricity or gas).
 - (b) No Owner (including the First Owner) shall use, cut, injure, damage, alter, convert or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Lot not being equipment or apparatus for the exclusive use and benefit of any such Owner unless prior written approval of the Owners' Committee has been obtained. Any payment(s) received for the approval mentioned in this paragraph shall be credited to the relevant part(s) of the Capital Equipment Fund.
 - (c) No Owner (including the First Owner) shall have the right to convert or designate any of his areas (that is areas to which he is entitled to exclusive use, occupation and enjoyment) as the Common Areas and Facilities unless approval by a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof has been obtained PROVIDED ALWAYS THAT no Owner (including the First Owner) nor the Manager shall have any right to re-convert or re-designate the Common Areas and Facilities or any part thereof to his or its own use or benefit. Any payment(s) received for the approval mentioned in this paragraph shall be credited to the relevant part(s) of the Capital Equipment Fund.
2. Every Owner shall observe and comply with all the terms and provisions of the Conditions and this Deed, and no Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Conditions, Building Management Ordinance (Cap. 344) or this Deed or whereby any insurance on the Estate or any part thereof may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this covenant by any Owner, in addition to any other liability incurred thereby, such Owner shall be liable for the amount of any increase in premium caused by or on account of such breach.
3. Subject to any rights of the First Owner under this Deed, no Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Estate at any time in the course of construction and/or the management and the maintenance of the Estate.
4. No Owner shall use or permit or suffer the part of the Estate owned by him to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being of the Estate.
5. No Owner shall use or permit or suffer any part of the Estate owned by him to be used except in accordance with the Conditions, this Deed and any Ordinances and regulations from time to time applicable thereto.
6. No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or things be placed or left thereon and no Owner shall do or suffer or permit to be done

anything in such areas as may be or become a nuisance to any other Owners or occupiers of any other part of the Estate.

7. No Owner shall cut, maim, alter, affix, interfere with or in any other way affect any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, satellite and/or cable television system (if any), fixtures or any other installation within any portion of the roofs or flat roofs provided in the Estate as part of the Common Areas and Facilities.
8. No clothing or laundry shall be hung outside the Buildings or any part thereof (other than in the external laundry drying areas specifically provided therefor) or in the Common Areas and Facilities.
9. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Estate may be clogged or efficient working thereof may be impaired.
10. No air-conditioning or other units shall without the prior written consent of the Manager be installed through any window or external wall of the Buildings other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Estate. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Residential Unit in good repair and condition.
11. No Owner shall use or cause or permit any Unit to be used for industrial or godown purposes or for the purpose of mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as “Ta Chai (打齋)” or any similar ceremony.
12. No Owner shall make or cause or permit any disturbing noise in his part of the Estate or do or cause or permit anything to be done which will interfere with the rights, comfort and convenience of other occupants of the Estate.
13. Subject to any rights of the First Owner under this Deed, no Owner shall be entitled to connect any installation to the communal television and radio aerial system and the satellite and/or cable television system (if any) installed by the First Owner outside any part of his Unit. Subject to the rights of the First Owner herein provided and paragraph 1(a) of this Schedule, and the observance and compliance with the terms and conditions of the Conditions and the provisions of any applicable Ordinance and regulations thereunder, no Owner shall affix or install his own private aerial outside any part of his Unit or erect or place or cause or permit to be erected or placed any satellite dish(es), antenna(s), advertising sign or other structure on the flat roof(s) or any part of his Unit or any part of the Estate.
14. Subject to any rights of the First Owner under this Deed, no external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever extending outside the exterior of the Buildings or on the external walls or any part of the Estate shall be erected, installed or otherwise affixed to or projected from the Buildings or the Estate or any part thereof.
15. Subject to any rights reserved unto the First Owner under this Deed and paragraph 1(a) of this Schedule and the observance and compliance with the terms and conditions of the Conditions and the provisions of any applicable Ordinance and regulations thereunder, no Owner shall paint the outside of the Unit, the Estate or any part of the Lot or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Unit, the Estate or the Lot without the prior consent of the Owners by way of a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof.

16. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Buildings and/or the Estate owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
17. No Owner shall make or cause disturbance to the Owners or occupiers of any other part of the Estate.
18. No Owner shall use water closets and other water apparatus in the Buildings for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier in whose part of the Residential Accommodation it shall have been caused.
19. No Owner shall allow bicycles, baby carriages or similar vehicles in the lifts unless the greatest care against damage to the lifts is exercised and the same shall not be allowed to obstruct any of the Common Areas and Facilities.
20. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall be excessive or unnecessary for domestic purpose or which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.
21. Each Owner shall at his own expense and to the satisfaction of the Director of Fire Services provide and maintain fire fighting equipment and installations and fire alarms within the Lot and the Estate and on such areas as the Director of Fire Services may require, as well as provide an access for fire appliances and fire personnel to the Lot and the Estate and shall permit an access thereof for such purposes and at such time or times as the Director of Fire Services may require. Each Owner shall throughout the term of the Conditions maintain the said access at his own expense and to the satisfaction of the Director of Fire Services.
22. No Owner shall make any alteration to or interfere with any fire fighting equipment (whether forming part of his Unit or not) or fire services installations (whether forming part of his Unit or not) or suffer to be done anything to such fire fighting equipment (whether forming part of his Unit or not) or fire services installations (whether forming part of his Unit or not) which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder and any permitted alteration to any such fire fighting equipment or fire services installations shall be carried out by the Manager or a registered contractor appointed or nominated or approved by the Manager at the expense of such Owner causing the alteration in accordance with the Fire Service (Installation Contractors) Regulations (Cap.95A) and with the prior approval of the Manager and the Fire Services Department.
23. Without prejudice to and without affecting the generality of paragraphs 21 and 22 of this Schedule, each Owner of any open kitchen forming part of his Residential Unit shall observe and comply with any applicable requirements of the FSMP and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the FSMP (including but not limited to repair and maintenance of the fire services installations and system forming part of his such Residential Unit at his own costs and expenses) and shall cause his tenants and other occupants of his such Residential Unit to observe and comply with the same. The requirements of the FSMP shall include, but shall not be limited to the following :-
 - (a) There shall be one set of the Building Plans with exit routes highlighted and documents indicating the details/specification of the fire safety provisions installed.
 - (b) Regular maintenance and inspection of the fire safety provisions installed shall take place not less than once in every year by registered fire service installation contractors

who shall provide methods for maintenance and repair to the Manager before carrying out any work and issue maintenance certificates (FS251) and inspection records on maintenance and repair works.

- (c) Housekeeping according to the checklist annexed to the FSMP shall be made.
 - (d) No Owner shall alter, demolish, obstruct, remove or relocate (i) the addressable sounder based smoke detectors provided or installed in any Residential Unit with open kitchen, (ii) the addressable smoke detectors at the lift lobby outside such Residential Unit and to avoid doubt the signal of such smoke detectors shall only be transmitted to fire services communication centre through the direct telephone line, (iii) the sprinkler head provided at the ceiling immediately above the open kitchen of such Residential Unit and (iv) the full height wall adjacent to the open kitchen and the exit door of such Residential Unit, which wall shall be not less than 600mm in width and have a fire resistance rating of not less than -/30/30.
 - (e) No Owner shall relocate the cooking stove installed in any open kitchen of any Residential Unit.
 - (f) Each Owner of the open kitchen forming part of his Residential Unit shall permit the Manager, its servants, agents, contractors and persons duly authorized on prior reasonable notice (except in case of emergency) to gain access to and enter upon his Residential Unit for the purposes of carrying out inspection, maintenance, commissioning, mandatory annual testing and checking, and certification of the fire safety provisions (including but not limited to those mentioned in sub-paragraphs (d) and (e) of this paragraph) installed therein in accordance with the FSMP by suitable qualified personnel or registered fire service installation contractors in accordance with all applicable rules and legislations. The costs and expenses of such inspection, maintenance, commissioning, mandatory annual testing and checking and certification shall be borne by such Owner.
24. No Owner shall lock the doors or entrances of the roofs of the Buildings save and except where exclusive possession of such roof(s) is assigned together with a Residential Unit to an Owner and such roof(s) is/are not in the route for emergency escape purpose.
25. Subject to any rights of the First Owner under this Deed, no Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Estate which does or do not form any part of his Unit save with the written approval of the Manager and such works shall be carried out by the contractor approved by the Manager at the expense of the Owner or Owners thereof and in such manner as the Manager shall in its absolute discretion think fit.
26. No Owner shall place on any part of the floors of the Buildings or in any lifts any article, machinery, goods or merchandise which may cause the maximum floor or lift loading-bearing capacity thereof (as specified on such floor or lift) to be exceeded and in the event of breach of this covenant, the Owner in default shall make good any damage caused thereby to that part of the Buildings or any fixtures and fittings therein.
27. No Owner shall use the Parking Spaces in the Estate for any purpose other than for the purpose of parking licensed motor vehicles or motorcycles belonging to the residents of the Estate and their bona fide guests, visitors or invitees only subject to the provisions of the Conditions and no structure or partitioning shall be erected thereon and no articles, goods or other things except licensed motor vehicles or motorcycles shall be allowed thereon and in particular, no Parking Space in the Estate shall be used for storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

28. Subject to any rights of the First Owner under this Deed, no Owner shall without the prior written consent of the relevant Government or other competent authorities and the prior written notice to the Manager erect or build or suffer to be erected or built on or upon the roof, the flat roof(s), the Balcony, the Utility Platform or the external walls forming part of the Estate (whether it is exclusively owned by the offending Owner or not) any structure whatsoever either of a permanent or temporary nature. The Manager shall have the right at the cost and expenses of the offending Owner to enter the offending Owner's part of the Estate, if necessary and remove the same if the same was/were erected or built in breach of this Deed and for this purpose to erect thereon scaffolding and other equipment of a temporary nature necessary for such removal and the consequential repair and maintenance of the Common Areas and Facilities including but not limited to the plumbing facilities, the external walls and windows of the Buildings.
29. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roofs, roofs, external walls, the Balconies, the Utility Platforms, corridors, lift lobbies and entrance halls of the Buildings or any other areas which shall constitute a nuisance to other Owners or occupiers of the Estate and the Manager shall have the right to remove such articles without notice at the cost of the offending Owner.
30. No Owner shall without the prior written consent of the relevant Government or other competent authorities and the prior written notice to the Manager erect or build or suffer to be erected or built on the verandahs or the Balconies or the Utility Platforms of the Buildings any walls, windows, gates, doors, curtains, external awnings, canopies, partitions or any other structures whatsoever either of a permanent or temporary nature so that the said verandahs or the Balconies or the Utility Platforms will be enclosed or partitioned either in whole or in part and no Owner shall without the prior written consent of the relevant Government or other competent authorities and the prior written notice to the Manager erect or build or suffer to be erected or built on the said verandahs or the Balconies or the Utility Platforms any security bars, protective grilles or other similar structures and where such installations have been approved (at the sole discretion of the relevant Government or other competent authorities) in writing by the relevant Government or other competent authorities the same shall be erected in accordance with designs approved by and shall be installed in accordance with the fixing instructions specified by the relevant Government or other competent authorities and shall thereafter be maintained to such standard as may from time to time be laid down by the relevant Government or other competent authorities.
31. No Residential Unit shall be used for any purpose other than for private residential purpose and in particular the Residential Units shall not be used for any form of commercial letting in bed spaces or cubicles SAVE AND EXCEPT that the First Owner may use any such Residential Unit and erect on part or parts of the Lot separate temporary structures for the purposes of a sales office and/or show flat(s) and/or for related marketing activities for such period or periods as it shall in its discretion consider appropriate PROVIDED THAT the scale and period of operation of such sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director of Lands.
32. No partitioning shall be erected or installed in a Unit which does not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.
33. Save and except the Owner of the roof(s) or flat roof(s) the exclusive possession of which has been assigned together with a Residential Unit, no Owner shall have the right to use any roof(s) or flat roof(s) thereof (except that other Owners may use such roof(s) or flat roof(s) only for escape in the event of fire or emergency). Subject to any rights of the First Owner under this Deed and paragraph 1(a) of this Schedule, and the observance and compliance with the terms and conditions of the Conditions and the provisions of any applicable Ordinance and regulations

thereunder, no Owner shall erect or place or cause or permit to be erected or placed any advertising sign or other structure on the roof(s) or flat roof(s) or any part of his Unit or any part of the Estate and the Manager shall have the right to enter to remove anything erected or placed on the roof(s) or flat roof(s) or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.

34. Subject to any rights of the First Owner under this Deed, no Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any part of the Residential Accommodation any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap.95) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities.
35. Subject to any rights of the First Owner under this Deed, no Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Unit any advertising or other sign of any description (except a small name plate outside the entrance door of such Unit giving the Owner's or occupier's name).
36. No Owner shall store or permit to be stored in any part of the Estate any hazardous, dangerous, combustible or explosive goods or materials except that Owners or occupiers of the Residential Accommodation may store such goods and materials of such nature, in such manner and quantity as may be reasonably required for the purpose of domestic cooking and heating.
37. No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.
38. Every Owner shall pay and discharge all existing and future Government rent (unless the same forms part of the management expenses pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of such part of the Estate of which he is the Owner and (where applicable) indemnify the other Owners from and against all liability resulting or arising from any default in payment thereof.
39. No Parking Space of the Estate shall be assigned except together with a Residential Unit or to any person who is already an Owner of a Residential Unit nor underlet except to residents of any of the Residential Units PROVIDED THAT in any event not more than three (3) in number of the total of the Parking Spaces shall be assigned to the Owner or underlet to the resident of any one Residential Unit.
40. Each Owner shall keep the part of the Estate in respect of which he is entitled to exclusive possession in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the other Owners or occupiers of any other part or parts of the Estate. The expenses of keeping in good substantial repair and condition the interior of each Unit and of the Works and Installations forming part of each Unit and all the fixtures and fittings and all plumbing, cables, wiring, drains and pipes, water tank, air-conditioning system, gas and electricity supply system and all the windows and doors thereof and all installations and facilities serving the Unit of such Owner exclusively shall be borne by such Owner who is entitled to the sole and exclusive use occupation and enjoyment thereof.
41. In no event shall dogs, cats, birds, pets or other animals be permitted in the Common Areas and Facilities unless carried or on leash nor shall they be permitted to foul any part of the Estate.
42. No Owner shall bring to or keep on or in any part of the Estate any livestock, poultry, dog, cat, bird, pet or other animal if, in the opinion of the Manager, the same has been the cause of reasonable complaint by at least two (2) Owners or occupiers of any part of the Estate.

43. Each Residential Unit's dividing wall and floor/ceiling slab shall be repaired and maintained at the joint expense of the Owners of the Residential Units, which the said Residential Unit's dividing wall and floor/ceiling slab separates. To avoid doubt, if any two adjoining Residential Units (whether vertically or horizontally) are owned by a sole owner, the wall and floor/ceiling slab dividing such two Residential Units shall be solely and exclusively used and enjoyed, and repaired and maintained, by the Owner thereof.
44. No tree growing on the Lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director of Lands who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate. If any tree is removed or interfered with or damaged by any Owner, such Owner shall be responsible for his own act and shall indemnify all the other Owners for all losses, damages or claims that the other Owners may suffer as a result of the act of such Owner.
45. No rock crushing plant shall be permitted on the Lot without the prior written consent of the Director of Lands.
46. The Owners shall at their own expense carry out all works and maintain such areas, structures, drains, channels, nullah, sewers, pipes or watermains whether within the boundaries of the Lot or on Government land that are required to be carried out and/or maintained under the Conditions.
47. The refuse collection chamber and refuse collection facilities shall be used only for the purposes for which they are designed.
48. All the Owners shall at all times observe and comply with the Estate Rules as may be in force from time to time and the fitting out rules (if any) as may be laid down by the Manager and amended from time to time.
49. Subject to any rights reserved unto the First Owner under this Deed and paragraph 1(a) of this Schedule and the observance and compliance with the terms and conditions of the Conditions and the provisions of any applicable Ordinance and regulations thereunder, no Owner shall place, install, exhibit, affix, erect or attach any external shades, awnings, fences, metal grilles, partitions, terraces, decks or any other structure or thing or cause or permit the same to remain in or about or on or at any part of the flat roof(s) or top roof(s) or open spaces within the boundaries of the Unit and no pond or pool may be dug or installed in any open space of the Unit without the prior consent of the Owners by way of a resolution passed by the Owners at a meeting in accordance with Clause 61 hereof.
50. Subject to any rights reserved unto the First Owner under this Deed, no Owner shall, without the prior written approval of the relevant Government authorities, enclose or cause to be enclosed any Parking Spaces in the Estate.
51. Every Owner shall make further periodic contributions to the relevant part(s) of the Capital Equipment Fund payable in respect of such part of the Estate of which he is the Owner pursuant to the provisions of this Deed and (where applicable) indemnify the other Owners from and against all liability resulting or arising from any default in payment thereof.
52. Pursuant to the provisions of this Deed, the Owners shall pay the due proportion herein mentioned of all costs, charges and expenses which may be or become payable for or in connection with the proper management, cleansing, security and maintenance of the Lot, the Estate and the Common Areas and Facilities and/or payable by the Owners under the provisions of the Conditions or this Deed including but not limited to those costs charges and expenses as are set out in Clause 13(j) hereof.

53. All the Owners shall at their own expenses carry out regular maintenance and regular monitoring of any prestressed ground anchors (if any) installed in the Lot or any part thereof throughout their service life to the satisfaction of the Director of Lands and shall supply to the Director of Lands such reports and information on all such monitoring works as the Director of Lands may from time to time at his absolute discretion require.
54. No grave or columbarium shall be erected or made on the Lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.
55. Every Owner shall observe and comply with all the applicable provisions of the Buildings Energy Efficiency Ordinance (Cap.610) insofar as the building services installation (as defined therein) serving his Unit that are not the central building services installation (as defined therein) are concerned or where any major retrofitting works (as defined therein) are carried out in respect of any building services installation (as defined therein) that serves his Unit, etc.
56. The Greenery Areas shall be accessible by the Owners and occupiers of the Estate and their bona fide guests, visitors or invitees (except vertical greening and greenery) in accordance with this Deed and the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers APP-152 of the Buildings Department together with any amendments thereto as shall from time to time be issued or made by the Buildings Department or other competent authorities as the case may be. For the avoidance of doubt, the Greenery Areas shall not be used for any other purpose without prior consent of the Building Authority.
57. The Covered Landscape Areas of the Estate shall not be enclosed.
58. Subject to any rights reserved unto the First Owner under this Deed and paragraph 1(a) of this Schedule and the observance and compliance with the terms and conditions of the Conditions and the provisions of any applicable Ordinance and regulations thereunder, no Owner shall install any window grille in his Unit without obtaining prior written approval of the design of such window grille from the Manager.
59. No Owner shall make any alteration to or modification of the curtain wall system of the Buildings. The Manager shall have the right to enter with or without agents, surveyors, workmen, contractors and others and with or without vehicles, equipment, plant, materials and machinery at all reasonable times on prior written reasonable notice (except in the case of emergency) any or all parts of the Buildings including any Unit for the purpose of inspecting the curtain wall system of the Buildings and to modify, maintain, replace or repair any part or parts thereof as the Manager shall think fit PROVIDED THAT the Manager shall ensure that such inspection, modification, maintenance, replacement or repair shall cause the least disturbance and shall make good any damage caused thereby.
60. All the Owners of the Residential Units shall at their own expenses require regular inspection of the external drainage pipes enclosed by architectural features in respect of the Towers, on a specified interval as proposed by the authorized person as defined in section 2 of the Buildings Ordinance (Cap.123) to alert any early signs of water leakage and pipe joints/pipe brackets condition and engage an authorized person as defined in section 2 of the Buildings Ordinance (Cap.123) to inspect, maintain in good substantial repair and condition and carry out all necessary works for the maintenance of the same in compliance with the Conditions and in accordance with the provisions of this Deed and the PNAP APP-93.
61. No Owner shall store or place without the prior written consent of the Manager any air-conditioning units in respect of his Residential Unit in any other part(s) of the Common Areas and Facilities than that designated or reserved (if applicable) by the Manager for storing or placing such air-conditioning units and each defaulting Owner concerned shall be responsible for all the charges or expenses for the removal of his air-conditioning units and other things or

structures as mentioned in sub-clauses (aaa) and (bbb) of Clause 37 of this Deed but without prejudice to any other rights and remedies the Manager or other Owners or any other third party may have against him by reason of or as a result of his failure to comply with the covenants herein contained relating to the storage or placing of his air-conditioning units in the designated/reserved part of the Common Areas and Facilities.

62. The Owners shall not without the prior written consent of the Director of Lands use the Green Area or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(2) of the Conditions.
63. No Owner shall except with the prior written consent of the Director of Lands erect or construct any building or structure or support for any building or structure on, over or above the ground level of the Non-building Areas or any part thereof except :-
 - (a) boundary walls or fences or both and elevated roads for vehicular and pedestrian traffic and structures exclusively supporting such elevated roads as well as such other structures of drainage or utilities as may be approved by the Director of Lands may be erected or constructed on, over, or above the ground level of the areas shown coloured pink stippled black on the plan annexed to the Conditions referred to in Special Condition No.(9) of the Conditions; and
 - (b) the landscaping works erected or constructed in accordance with Special Condition No.(14) of the Conditions may be erected or constructed on, over, or above the ground level of the areas shown coloured pink stippled black triangulated black on the plan annexed to the Conditions referred to in Special Condition No.(9) of the Conditions.

For the purpose of this paragraph, the decision of the Director of Lands as to what constitutes the ground level of the Non-building Areas shall be final and binding on all the Owners.

64. (a) All the Owners shall at their own expense landscape the Landscape Buffer Areas in accordance with the landscape master plan approved by the Director of Lands under Special Condition No.(14) of the Conditions.
 - (b) No Owner shall except with the prior written consent of the Director of Lands erect or construct any building or structure or support for any building or structure on, over, or above the ground level of the Landscape Buffer Areas except those landscaping works provided in accordance with Special Condition No.(14) of the Conditions; and
 - (c) For the purpose of sub-paragraph (b) of this paragraph, the decision of the Director of Lands as to what constitutes the ground level of the Landscape Buffer Areas shall be final and binding on the Owners.
65. The Visitors' Parking Spaces and the Disabled Parking Spaces shall not be used for storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
66. No Owner shall damage, demolish, remove or interfere with the Watercourse except in accordance with the Drainage Impact Assessment pursuant to Special Condition No.(41) of the Conditions.
67. All the Owners shall at their own expense implement the recommendations in the Drainage Impact Assessment in accordance with Special Condition No.(41) of the Conditions.
68. All the Owners shall at their own expense implement the recommendations in the Sewerage impact Assessment in accordance with Special Condition No.(42) of the Conditions.

69. All the Owners shall observe and comply with all the Ordinances, by-laws and Government regulations of Hong Kong 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 Noise Mitigation Measures and no Owner shall do or permit any act or thing to be done which may in any way damage or affect the Noise Mitigation Measures.
70. The building management office (which is for identification purpose marked “BUILDING MANAGEMENT OFFICE” on the Lower Ground Second Floor Plan certified as to its accuracy by the Authorized Person and annexed hereto) of the Estate shall not be used for any purpose other than for the carrying out of the Manager’s duty.
71. No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place or permit or suffered to be placed by them any items in any Balcony, Utility Platform, flat roof, garden, roof, planter or parapet (if any and forming part of his Unit) which in any way interferes with or affects or which is likely to interfere with or affect the operation of any building maintenance system including but not limited to any gondola system at any time in the course of the management and/or the maintenance of the Estate.
72. The guard lavatories (which are for identification purpose marked “GUARD LAVATORY-1” and “GUARD LAVATORY-2” on the Lower Ground First Floor Plans certified as to their accuracy by the Authorized Person and annexed hereto) of the Estate shall be used only for the purposes for which they are designed.

THE FOURTH SCHEDULE ABOVE REFERRED TO

The following are the items of the Works and Installations (whether forming part of the Common Areas and Facilities or not) :-

- (a) structural elements;
- (b) external walls and their finishes, parapets and roofing materials;
- (c) fire safety elements;
- (d) plumbing system;
- (e) drainage system;
- (f) sewerage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system;
- (k) windows installation;
- (l) air conditioning and ventilation system;
- (m) Carpark system;
- (n) security system;
- (o) telecommunication and broadcasting system;
- (p) swimming pool/water feature filtration system;
- (q) soft landscape and associated irrigation system including but not limited to the Landscape Buffer Areas;
- (r) curtain wall system;
- (s) the Slopes and Retaining Walls;
- (t) the Noise Mitigation Measures;
- (u) building maintenance units and systems; and
- (v) escalators.

SEALED with the Common Seal of the)
)
First Owner and SIGNED by)
)
)
)
director(s) thereof duly)
)
authorized by the Board of Directors of the)
)
First Owner, whose signature(s) is/are)
)
verified by / in the presence of :-)
)
)

Solicitor, Hong Kong SAR

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

INTERPRETED to the First Assignee by :-

OR
SEALED with the Common Seal of the)
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First Assignee and SIGNED by)
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)
director(s) thereof duly)
)
authorized by the Board of Directors of the)
)
First Assignee, whose signature(s) is/are)
)
verified by / in the presence of :-)

OR
EXECUTED and DELIVERED as a)
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deed by the First Assignee acting through)
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[insert name(s) and description of)
office(s) of authorized signatory(ies)])
)
whose signature(s) is/are verified by / in)
)
the presence of :-)

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

Solicitor, Hong Kong SAR