

**THIS DEED** made this            day of

**BETWEEN**

(1)        **BEST WISDOM DEVELOPMENT LIMITED (智港發展有限公司)** (Company Registration No. 1986760) whose registered office is situate at 12<sup>th</sup> Floor, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong (hereinafter called "the First Owner" which expression shall where the context so admits include its or their successors and assigns) of the first part;

(2)

(hereinafter called "the Second Owner" which expression shall where the context so admits includes his/her/its or their successors in title and persons deriving title under or through him/her/it or them) of the second part; and

(3)        **SINO ESTATES MANAGEMENT LIMITED (信和物業管理有限公司)** whose registered office is situate at 12<sup>th</sup> Floor, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong (hereinafter called "the Manager" which expression shall where the context so admits include any person for the time being holding office as Manager under this Deed) of the third part.

**WHEREAS :-**

A.        Immediately prior to the assignment to the Second Owner, the First Owner was the registered owner of the Land held from the Government under and by virtue of the Conditions under which the First Owner is entitled to a lease of the Land for the residue of a term of 50 years commencing from the 10<sup>th</sup> day of August 2016 subject to payment of the rent and to the observance and performance of the terms of the Conditions.

B.        The First Owner has developed or is in the course of developing the Land in accordance with the Approved Plans and has constructed or is in the course of constructing thereon the Development.

C.        For the purposes of sale and defining individual ownership, the Land and the Development have been notionally divided into **36553** equal undivided parts or shares, the allocation of which is set out in the First Schedule hereto.

D. By an assignment bearing even date herewith and made between the First Owner of the first part and the Second Owner of the second part the First Owner assigns unto the Second Owner All Those [ ] equal undivided **36553<sup>rd</sup>** parts or shares of and in the Land and the Development together with the exclusive right to hold use occupy and enjoy ALL THAT [Residential Unit ] on the [ ] Floor of Tower [ ] of the Development ("the said Property") absolutely subject to the Conditions and this Deed.

E. The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, improvement, insurance and servicing of the Land and the Development, and their equipment, services and apparatus and for the purpose of defining and regulating the respective rights, interests and obligations of the Owners in respect of the Land and the Development.

F. This Deed has been approved by the Director of Lands in accordance with Special Condition No. (21) of the Conditions.

NOW THIS DEED WITNESSETH as follows :-

## **SECTION I**

### **1. DEFINITION AND INTERPRETATION**

1.1 In this Deed the following words and expressions shall have the following meanings ascribed to them whenever the context so permits :-

“Accessible Parking Spaces”	The three parking spaces of the Development provided pursuant to Special Condition No. (24)(b)(i) of the Conditions 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 Development and their bona fide guests, visitors or invitees, and for the purpose of identification only, as marked “DC” on the Lower Ground Floor Plan annexed hereto, the accuracy of such Plan has been certified by the Authorized Person.
“Approved Plans”	The general building plans prepared by the Authorized Person for the Development of the Land and approved by the Building Authority under the Buildings Ordinance (Cap. 123) (Reference No. BD 9162/16) as the same may be amended from time to time with the approval of the Director of Buildings.
“Authorized Person”	Mr. Chan Kam-tong, Angus of P&T Architects and Engineers Ltd. or any other authorized person or persons as defined in Section 2(1) of the Buildings Ordinance (Cap. 123) appointed by the First Owner in his place.
“Bicycle Parking Spaces”	Bicycle parking spaces provided pursuant to Special Condition No. (26) of the Conditions for the parking of

bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees.

“Car Park”

Those spaces and areas of and in the Development designated for the Parking Spaces in accordance with the Approved Plans and comprising the Car Park Common Areas and Car Park Common Facilities.

“Car Park Rules”

The rules governing the Parking Spaces from time to time in force and made by the Manager pursuant to Clause 6.2.2 hereof.

“Car Park Common Areas”

All spaces and areas in the Car Park intended for the common use and benefit of all the Parking Spaces and the Visitors’ Parking Spaces including (but not limited to) accessory areas, circulation passages, void spaces, driveways, ramps, entrances, exits, ventilation fan room, such of the erections and/or constructions situate within, in or upon the Land and the Development pursuant to the Noise Mitigation Measures (save and except those erections or constructions as forming part of any Unit, the Development Common Areas or the Residential Common Areas), and other spaces or areas containing the Car Park Common Facilities, and the Car Park Common Areas are (insofar as such areas and spaces are identifiable on such plans) shown for the purpose of identification only on the plans hereto annexed and thereon coloured yellow, the accuracy of such plans has been certified by the Authorized Person, EXCLUDING the Development Common Areas and the Residential Common Areas.

“Car Park Common Facilities”

Such facilities, equipment, machines, apparatus and installations in, under or above the Land and the Development for the general benefit and service of all the Parking Spaces and the Visitors’ Parking Spaces but no Owner has the exclusive right to use or enjoy,

and shall include (but not limited to) lighting, security system, fire service installation system, air-conditioning and mechanical ventilation system (if any) and other electrical, mechanical and sanitary installations within the Car Park Common Areas and are for the common use and benefit of all the Parking Spaces and the Visitors' Parking Spaces EXCLUDING the Development Common Facilities and the Residential Common Facilities.

“Common Parts Undivided Shares”

Those Undivided Shares allocated or to be allocated to the General Common Areas and the General Common Facilities.

“Conditions”

Agreement and Conditions of Sale dated the 10<sup>th</sup> day of August 2016 and registered in the Land Registry as New Grant No. 22355 and any variation and modification thereto, if any.

“Conveyancing and Property Ordinance”

The Conveyancing and Property Ordinance (Cap. 219) of the Laws of the Hong Kong Special Administrative Region and any statutory amendments, modifications or re-enactments thereof for the time being in force.

“Covered Landscaped Areas”

Those covered landscaped areas within the Recreational Areas and Facilities and such covered landscaped areas are shown on the DMC Plans with their locations clearly indicated thereon.

“this Deed”

This Deed of Mutual Covenant And Management Agreement.

“Development”

The whole of the development comprising the Residential Accommodation and the Car Park known or intended to be known as “Mayfair By The Sea 逸瓏灣 8” constructed or in the course of construction on the Land, all structures, facilities and services

whatsoever installed or provided in, under, on or over the Land for the use of the Development or any part or parts thereof, including without limiting the generality of the foregoing the General Common Areas, the General Common Facilities, all machinery and equipment in or upon the Development and all stairways, lifts, cables, pipes, drainage and sewage for use of the Development.

“Development Common Areas”

Such of the portion and area of the Noise Barrier (if any) situate within, in or upon the Land and the Development, such of the erections and/or constructions situate within, in or upon the Land and the Development pursuant to the Noise Mitigation Measures (save and except those erections or constructions as forming part of any Unit, the Residential Common Areas or the Car Park Common Areas), high voltage switch room, transformer room(s), pipe ducts, office accommodation for watchmen, Quarter for Watchmen, lift lobbies, lifts, fire service inlet, fire service control room, town gas inlet, master water meter room, main low voltage switch room, cable duct, air conditioning plant room, driveways, maintenance areas for bored pile u-channel, electrical room, cable riser duct, fire service check meter cabinet, sprinkler water tank and pump room, F.S. check meter cabinets, emergency generator room, owners' corporation office, accessible lavatory, street fire hydrant water tank and pump room, fire service water tank and pump room, slope (if any), the External Walls (excluding those portions of the External Walls of or within the Residential Accommodation), staircases and other areas and spaces containing the Development Common Facilities and other areas and spaces in any part or parts of the Development which are designated as being for the common use and benefit of the Owners of

the Development, PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or (b) any parts specified in the Schedule 1 to the Building Management Ordinance (Cap. 344) and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap. 344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas and the Development Common Areas are shown for the purpose of identification only on the DMC Plans (insofar as such areas and spaces are identifiable on such DMC Plans) annexed hereto, the accuracy of such DMC Plans has been certified by the Authorized Person, and thereon coloured green, EXCLUDING the Residential Common Areas, the Car Park Common Areas.

“Development Common Facilities”

All equipment, facilities and systems designated as being for the use, benefit or service of the Development Common Areas and the Development generally and without limiting the generality of the foregoing, include :-

- (a) Such of the sewers, drains, water courses, pipes, gutters, wires and cables, the Transformer Room Facilities and other service facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Development through which water, sewage, gas, electricity, telecommunications and any other services are supplied to the Development or any part or parts thereof;

- (b) Fire fighting installation and equipment;
- (c) Lighting within the Development;
- (d) Lightning conductor, satellite dishes and antennas of the Development; and
- (e) Other facilities and systems other than the Residential Common Facilities or the Car Park Common Facilities for the use and benefit of the Development and not for the use and benefit of any particular Owner.

“Development Rules”

The rules governing the Development as a whole and the Development Common Areas and the Development Common Facilities from time to time in force and made by the Manager pursuant to Clause 6.2.2 hereof.

“Drainage Reserve Areas”

The Drainage Reserve Areas as defined under Special Condition No. (39) of the Conditions.

“DMC Plans”

The plans annexed to this Deed for identifying various parts of the Development; and the accuracy of all these said plans annexed to this Deed has been certified by the Authorized Person.

“External Walls”

The external walls of the Development or any part thereof including curtain walls, architectural features, parapet wall (if any), the curbs of the Non-enclosed Areas (if any) BUT EXCLUDING the parapets/balustrades/ fences or their replacement of the Non-enclosed Areas of the Residential Units and the internal surface of the concrete walls facing the Residential Units. For the avoidance of doubt, openable windows do not form part of the curtain walls unless otherwise specifically included.

“General Common Areas”	The Development Common Areas, the Residential Common Areas and the Car Park Common Areas.
“General Common Facilities”	The Development Common Facilities, the Residential Common Facilities and the Car Park Common Facilities.
“General Fund”	The fund established and maintained by the Manager under Clause 6.2.6 hereof including interest and charges to defray the cost of the exercise of the Manager’s powers and the performance of its duties under this Deed and the Building Management Ordinance (Cap. 344) and to pay the Management Expenses.
“Government”	The Government of the Hong Kong Special Administrative Region.
“Green Area”	The area shown coloured green on the plan annexed to the Conditions and provided for the carrying thereon building, vehicular and pedestrian traffic pursuant to Special Condition No. (2) of the Conditions.
“Greenery Areas”	The areas as landscaped in accordance with Special Condition No. (15) of the Conditions and designated as Residential Common Areas under this Deed, and such areas are shown on the DMC Plans and their size (in area), locations and the common access thereto are clearly indicated thereon.
“Land”	All that piece or parcel of land registered in the Land Registry as TAI PO TOWN LOT NO. 228.
“Loading and Unloading Spaces”	The loading and unloading spaces provided for the loading and unloading of goods vehicles in connection with the Development pursuant to Special Condition

No. (25) of the Conditions and for the purpose of identification only the Loading and Unloading Spaces are shown and marked “L/UL” on the DMC Plans hereto annexed (insofar as such spaces are identifiable on such plans) certified as to their accuracy by the Authorized Person.

“Maintain” or “maintain”

Includes but is not limited to inspecting, testing, repairing, upholding, supporting, rebuilding, overhauling, paving, purging, scouring, cleansing, emptying, amending, keeping, replacing, redesigning, refurbishing, renovating, improving, decorating and painting or such of the foregoing as may be applicable in the circumstances and in the interest of good development management and “maintenance” shall be construed accordingly.

“Maintenance Manual for the Slopes”

The slope maintenance manual in respect of the Slopes and Retaining Walls prepared in accordance with “Geoguide 5 - Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended or substituted from time to time).

“Maintenance Manual for the Works and Installations”

The maintenance manual in respect of the Works and Installations as referred to in Clause 9.1.2 hereof.

“Management” or “management”

All duties and obligations to be performed and observed by the Manager pursuant to this Deed.

“Management Expenses”

The costs, charges and expenses necessarily and reasonably incurred in the management and maintenance of the Land and the Development as more particularly provided in Clause 6.4.1 hereof.

“Management Fee”

The monthly sum payable by an Owner under Clause 6.4.3(a) hereof for his share of the budgeted Management Expenses.

“Management Shares”	The respective shares set out in the Second Schedule hereto based on which the contribution of each Owner towards the management of the Land and the Development under this Deed including the budgeted Management Expenses and the Manager’s Remuneration is calculated.
“Manager”	<b>Sino Estates Management Limited</b> or any person who for the time being is, for the purposes of this Deed, managing the Development.
“Manager’s Remuneration”	The remuneration of the Manager as provided in Clause 6.3.1 hereof or in any Sub-Deed of Mutual Covenant or Supplemental Deed of Mutual Covenant made pursuant to the provisions hereunder.
“Motor Cycle Parking Space”	A parking space of the Development provided pursuant to Special Condition No. (24)(c) of the Conditions for parking of motor cycles licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation, and belonging to the residents of the Development and their bona fide guests, visitors or invitees.
“Noise Mitigation Measures”	Such noise mitigation measures (proposed in the noise impact assessment on the Development with approval by the Director of Lands pursuant to Special Condition No. (8) of the Conditions) as approved by the Building Authority under the Approved Plans including but not limited to fixed glazing forming part of any Residential Unit, acoustic windows forming part of any Residential Unit, acoustic balconies forming part of any Residential Unit, acoustic fins forming part of the Residential Common Areas and auto-close doors of utility platforms forming part of any Residential

	Unit (whether within or forming part of any Unit or any General Common Areas or General Common Facilities) which have been or will be carried out and implemented for the Development.
“Noise Barrier”	The noise barrier or noise barriers on the Land with projection extending beyond the boundary of the Land and over and above certain portion of the adjoining Government land to be or having been erected or constructed under the Noise Mitigation Measures and pursuant to Special Condition No. (9) of the Conditions, if any.
“Non-enclosed Areas”	(a) The balconies of Residential Units (including acoustic balconies) which are shown and coloured <b>Red</b> on the DMC Plans annexed hereto and the covered areas underneath such balconies; and (b) The utility platforms of the Residential Units which are shown coloured <b>Orange</b> on the DMC Plans annexed hereto and the covered areas underneath such utility platforms.
“Occupation Permit”	An occupation permit or temporary occupation permit of the Development or any part thereof issued by the Building Authority.
“Occupier”	An occupant or occupier of a Unit for the time being.
“Owner” or “Owners”	The person or persons who for the time being is the owner of any Undivided Share and registered as such under the Land Registration Ordinance (Cap. 128) of the Laws of the Hong Kong Special Administrative Region and his executors, administrators, successors and assigns and every joint tenant or tenants in common of any Undivided Share, and where any Undivided Share has been assigned or charged by way of mortgage or charge, the word “Owner” shall include

both mortgagor and mortgagee or, as the case may be, chargor and chargee but in respect of the mortgagee or chargee only if such mortgagee or chargee is in possession or has foreclosed PROVIDED however that subject to the provisions of such mortgage or charge the voting rights attached to such Undivided Share by the provisions of this Deed shall be exercisable by the mortgagor or chargor unless the mortgagee or chargee is in possession or has foreclosed.

“Owners’ Committee”

A committee of the Owners established under the provisions of this Deed.

“Owners’ Corporation”

The corporation of the Owners incorporated under the Building Management Ordinance (Cap. 344).

“Parking Space”

A Residential Parking Space or Motor Cycle Parking Space to which Undivided Shares have been allocated under this Deed. Such space is shown as a space for parking on the car park layout plan approved by the Building Authority and the Director of Lands and including any approved amendment(s) to such plan.

“Recreational Areas and Facilities”

Those recreational areas and facilities in the Development including (but not limited to) clubhouse, gymnasium, children play area, lounge, swimming pools (including indoor swimming pool), deck, unisex accessible toilet, male and female changing rooms, Covered Landscaped Areas, other areas and facilities and all ancillary equipment, facilities and structures installed provided and erected for the use and enjoyment of the residents of the Residential Accommodation and their bona fide visitors for recreational purposes.

“Recreational Areas Rules”	The rules governing the use, operation and maintenance of the Recreational Areas and Facilities from time to time in force and made by the Manager pursuant to Clause 6.2.2 hereof.
“Residential Accommodation”	Those areas or parts of the Land and the Development intended for residential purposes in accordance with the Approved Plans of the Development.
“Residential Common Areas”	Such of the Recreational Areas and Facilities, Greenery Areas, such of the erections and/or constructions situate within, in or upon the Land and the Development pursuant to the Noise Mitigation Measures (save and except those erections or constructions as forming part of any Unit, the Development Common Areas or the Car Park Common Areas) including the acoustic fins, the Pink Stippled Red Areas as defined under Special Condition No. (11)(a) of the Conditions Drainage Reserve Areas, lift machine rooms, switch rooms, the lift hall, passageways, staircases, corridors, Visitors’ Parking Spaces as marked “V” on the Lower Ground Floor Plan annexed hereto, Roof, Upper Roof, Bicycle Parking Spaces, the Loading and Unloading Spaces, lifts, lift shafts, lift lobbies, filtration plant room, pipe ducts, maintenance areas for pipe duct, pipe well, maintenance areas for pipe well, electrical meter rooms, electric meter cabinets, refuse storage and material recovery rooms, refuse collection vehicle space, refuse storage chamber (wherein the said refuse collection vehicle space is situate), potable and flushing water tank and pump room, planters, maintenance flat roofs, flat roofs (excluding those flat roofs forming parts of the Residential Units), telecommunications and broadcasting equipment room, architectural features, air-conditioning platform, water meter cabinets, water check meter cabinets,

those portions of the External Walls of or within the Residential Accommodation, and such areas and spaces containing the Residential Common Facilities and other areas and spaces in any part or parts of the Development which are designated as being for the common use and benefit of the Owners of the Residential Accommodation, and the Residential Common Areas are shown for the purpose of identification only on the DMC Plans (insofar as such areas and spaces are identifiable on such plans) annexed hereto, the accuracy of such Plans has been certified by the Authorized Person, and thereon coloured **Indigo, Indigo Cross-Hatched Black, Indigo Stippled Black, Indigo Hatched Black and Indigo Stippled Black Cross-Hatched Black** EXCLUDING the Development Common Areas and the Car Park Common Areas.

“Residential Common Facilities”

Such facilities, equipment, machines, apparatus and installations in, under or above the Land and the Development designated as being for the general benefit and service of the Residential Accommodation and the Residential Common Areas only but to which no Owner of Residential Unit has the exclusive right to use or enjoy the same including (but not limited to) lifts, lighting, communal television antennae for reception of local television broadcast, water tanks, recreational facilities, security system, fire service installation system and such electrical, mechanical and sanitary installations which are designated as being for the common use and benefit of the Owners of the Residential Accommodation BUT EXCLUDING the Development Common Facilities and the Car Park Common Facilities.

“Residential Parking Space”

A parking space of the Development for the parking of motor vehicle licensed under the Road Traffic

Ordinance (Cap. 374), any regulations made thereunder and any amending legislation, and belonging to the residents of the Development and their bona fide guests, visitors or invitees provided pursuant to Special Condition No. (24)(a)(i) of the Conditions.

“Residential Rules”

The rules governing the Residential Accommodation and the Residential Common Areas from time to time in force and made by the Manager pursuant to Clause 6.2.2 hereof.

“Residential Unit”

A unit in the Residential Accommodation including:

- (a) The Non-enclosed Areas (including the parapets/balustrades/fences or their replacement thereof);
- (b) Railing, balustrades (glass or otherwise) or grille enclosing a balcony or utility platform held with and forming part of such unit as approved under the Approved Plans and glass balustrades enclosing a flat roof held with and forming part of such unit as approved under the Approved Plans;
- (c) All glazing (including fixed glazing), window panes (including acoustic windows), window frames (including all glazing, window panes, window frames of openable windows installed in the curtain wall), doors, door frames, louvers, louver frames, internal finishes of such a unit (or of any balcony, utility platform or flat roof held with and forming part of the unit) and auto-close doors of utility platforms held with and forming part of such units;
- (d) All sanitary appliances in the unit;

- (e) The staircases and landings inside such unit (if any);
- (f) The interior surface of curtain walls facing the unit;
- (g) The internal walls and columns (whether structural, loading bearing or not) inside such unit (or of any balcony, utility platform or flat roof held with and forming part of the Residential Unit);
- (h) The inner half of any wall or column (whether structural, loading bearing or not) separating that unit (or of any balcony, utility platform or flat roof held with and forming part of the unit) from any other unit (or of any balcony, utility platform or flat roof held with and forming part of that other unit);
- (i) The whole thickness of any wall or column (whether structural, loading bearing or not) separating that unit (or of any balcony, utility platform or flat roof held with and forming part of the unit) from the General Common Areas or the General Common Facilities;
- (j) (i) the lower half of any ceiling slab of the unit (or of any balcony, utility platform, flat roof held with and forming part of the unit) separating that unit (or of any balcony, utility platform, flat roof held with and forming part of that unit) from another unit (or of any balcony, utility platform, flat roof held with and forming part of that another unit), and any beam or part of a beam supporting the same;

(ii) the upper half of any floor slab of the unit (or of any balcony, utility platform, flat roof held with and forming part of the unit) separating that unit (or of any balcony, utility platform, flat roof held with and forming part of that unit) from another unit (or of any balcony, utility platform, flat roof held with and forming part of that another unit); and

(iii) the whole thickness of any floor slab or ceiling slab of the Residential Unit (or of any balcony, utility platform, flat roof held with and forming part of the unit) separating that unit (or of any balcony, utility platform, flat roof held with and forming part of that unit) from any other part of that unit (or of any balcony, utility platform, flat roof held with and forming part of that unit) or from the General Common Areas or the General Common Facilities, and any beam or part of a beam supporting the same;

(k) Water-proofing system on the floor slab of such unit or the balcony, utility platform or flat roof held with and forming part of such unit; and

(l) All systems, equipment, facilities, machinery, fixtures, fittings, sewers, drains, pipes, wires, cables, ducts, risers, gutters, flues, watercourses, fibres and any medium for the passage or transmission of soil, sewage, water, gas, electricity, air, smoke, information or other matters, and associated equipment and structures serving exclusively that unit (or of any balcony, utility platform or flat roof held with and forming part of that unit) and/or any or some of the above;

but shall exclude (notwithstanding paragraphs (a) to (l) of this definition):

- (m) Any part of the transfer plates supporting the residential tower of the Development;
- (n) Any sewage, water, gas, electricity, air, smoke, information or other matters, and associated equipment and structures located inside such unit, or any balcony, utility platform or flat roof held with and forming part of the unit, which do not exclusively serve the unit, or any balcony, utility platform or flat roof held therewith and forming part thereof, or any part thereof;
- (o) Any internal walls and columns (whether structural, loading bearing or not) inside such unit (or of any balcony, utility platform or flat roof held with and forming part of the Residential Unit), which do not exclusively serve the unit, or any balcony, utility platform or flat roof held therewith and forming part thereof, or any part thereof;
- (p) Any wall or column (whether structural, loading bearing or not) separating that unit (or of any balcony, utility platform or flat roof held with and forming part of the unit) from any other unit (or of any balcony, utility platform or flat roof held with and forming part of that other unit), which do not exclusively serve the unit, or any balcony, utility platform or flat roof held therewith and forming part thereof, or any part thereof;
- (q) Any wall or column (whether structural, loading bearing or not) separating that unit (or of any balcony, utility platform or flat roof held with and

forming part of the unit) from the General Common Areas or the General Common Facilities, which do not exclusively serve the unit, or any balcony, utility platform or flat roof held therewith and forming part thereof, or any part thereof;

- (r) Any ceiling slab of the unit (or of any balcony, utility platform, flat roof held with and forming part of the unit) separating that unit (or of any balcony, utility platform, flat roof held with and forming part of that unit) from another unit (or of any balcony, utility platform, flat roof held with and forming part of that another unit), and any beam or part of a beam supporting the same, which do not exclusively serve the unit, or any balcony, utility platform or flat roof held therewith and forming part thereof, or any part thereof;
- (s) Any floor slab of the unit (or of any balcony, utility platform, flat roof held with and forming part of the unit) separating that unit (or of any balcony, utility platform, flat roof held with and forming part of that unit) from another unit (or of any balcony, utility platform, flat roof held with and forming part of that another unit), which do not exclusively serve the unit, or any balcony, utility platform or flat roof held therewith and forming part thereof, or any part thereof;
- (t) Any floor slab or ceiling slab of the Residential Unit (or of any balcony, utility platform, flat roof held with and forming part of the unit) separating that unit (or of any balcony, utility platform, flat roof held with and forming part of that unit) from any other part of that unit (or of any balcony,

utility platform, flat roof held with and forming part of that unit) or from the General Common Areas or the General Common Facilities, and any beam or part of a beam supporting the same, which do not exclusively serve the unit, or any balcony, utility platform or flat roof held therewith and forming part thereof, or any part thereof;

(u) Any water-proofing system on the floor slab of such unit or the balcony, utility platform or flat roof held with and forming part of such unit, which do not exclusively serve the unit, or any balcony, utility platform or flat roof held therewith and forming part thereof, or any part thereof;

(v) Any finishes of the General Common Areas or the General Common Facilities; and

(w) Any external finishes of the Development.

“Roof” The main roof immediately above the 19<sup>th</sup> Floor of the Development.

“Rules” The Residential Rules, the Development Rules, the Recreational Areas Rules and the Car Park Rules.

“Sewerage Impact Assessment” The sewerage impact assessment on the Development (containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impacts as may arise from the development of the Land and recommendations for mitigation measures, improvement works and other measures and works) to be or having been submitted by the First Owner and which is to be or having been approved by

	the Director of Environmental Protection pursuant to Special Condition No. (40) of the Conditions.
“Slopes and Retaining Walls”	The slopes, slope treatment works, retaining walls and other structures within or outside the Land or the Development (if any) which are required to be maintained by the Owners under the Conditions.
“Special Fund”	The fund established and maintained by the Manager as trustee for and on behalf of all the Owners pursuant to Clause 6.2.7 hereof to provide expenditure of a capital nature or of a kind not expected to be incurred annually, including (but not limited to) expenses for renovation, improvement and repair of the General Common Areas and General Common Facilities, the purchase, setting up, replacement, improvement and addition of installations, system, equipment, tools, plants and machineries for the General Common Areas and General Common Facilities and the costs of the relevant investigation works and professional services.
“Sub-Deed of Mutual Covenant”	A sub-deed of mutual covenant which may be entered into by the First Owner and other parties in respect of any part or parts of the Land and the Development after the execution of this Deed.
“Transformer Room Facilities”	The transformer room(s), cable accommodations and all associated facilities which have been or will be provided by the Owners to <b>CLP Power Hong Kong Limited</b> , at no cost to <b>CLP Power Hong Kong Limited</b> , to house its transformer(s) and any ancillary equipment and facilities for the purpose of servicing the Land.
“Upper Roof”	The upper roof above the Roof of the Development.
“Undivided Shares”	That or those undivided part or parts or share or shares

of and in the Land and the Development allocated in accordance with the provisions of this Deed or in accordance with any Sub-Deed of Mutual Covenant.

“Unit”

A portion in the Development to which undivided shares in the Land and the Development have been allocated and of which an Owner, as between himself and other Owners or occupiers of other parts of the Development, is entitled to exclusive possession, being either a Residential Unit or a Parking Space, and shall have the same definition as “flat” under the Building Management Ordinance (Cap. 344).

“Visitors’ Parking Spaces”

Additional parking spaces of the Development provided pursuant to Special Condition No. (24)(a)(iii) of the Conditions for the parking of motor vehicles 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 Development, and such Visitors’ Parking Spaces are shown for the purpose of identification only on the Lower Ground Floor Plan hereto annexed and thereon marked “V”, the accuracy of such plan has been certified by the Authorized Person.

“Works and Installations”

The major works and installations provided in the Land and the Development as referred to in Clause 9.1.1 hereof.

1.2 In this Deed where the context so permits, references to the singular include the plural and vice versa and references importing any of the masculine feminine and neuter genders include the others of them and references to persons include corporations.

1.3 The headings in this Deed are included merely for ease of reference and shall not affect the interpretation or construction of any clause or paragraph.

## **SECTION II**

### **RIGHTS AND OBLIGATIONS OF THE OWNERS**

2.1 The First Owner shall at all times hereafter subject to and with the benefit of the Conditions and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Second Owner All That the Development excluding the General Common Areas and the General Common Facilities Together with the appurtenances thereto and the entire rents and profits thereof save and except only the said Property assigned to the Second Owner as aforesaid Together with the appurtenances thereto and the entire rents and profits thereof.

2.2 The Second Owner shall at all times hereafter subject to and with the benefit of the Conditions and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner All That the said Property Together with the appurtenances thereto and the entire rents and profits thereof.

2.3 Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the easements, rights, rights of way, privileges and obligations herein contained.

2.4 The Owners shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions herein contained and the benefit and burden thereof shall be annexed to every part of the Land and the Development and the Undivided Shares held therewith. The Conveyancing and Property Ordinance (Cap. 219) shall apply to this Deed.

2.5 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 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, licence or otherwise dispose of or deal with his Undivided Shares or interest in the Land and the Development together with the full and exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Development which may be held therewith BUT any such sale, assignment, mortgage, legal charge, lease or licence shall be expressly subject to and with the benefit of this Deed and also subject to the Conditions (which includes, inter alia, Special Condition No. (41)(d) of the Conditions).

2.6 No right or entitlement to the exclusive use occupation and enjoyment of any part of the Land or the Development may be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share with which the same is held Provided Always that the provisions of this clause shall not extend to any lease or tenancy.

2.7 (a) The Development Common Areas and the Development Common Facilities are deemed to be common areas and facilities for the benefit of the whole Development and may, subject to the provisions hereof and of any Sub-Deed of Mutual Covenant, be used by the Owners and their respective bona fide guests, visitors or invitees.

(b) The Residential Common Areas and the Residential Common Facilities are deemed to be common areas and facilities for the benefit of all Residential Units and may, subject to the provisions hereof and of any Sub-Deed of Mutual Covenant, be used by each Owner and resident of a Residential Unit and also their respective bona fide guests, visitors or invitees for all purposes connected with the proper use and enjoyment of such Residential Unit.

(c) The Car Park Common Areas and the Car park Common Facilities are deemed to be common areas and facilities for the benefit of all the Parking Spaces and the Visitors' Parking Spaces and may, subject to the provisions hereof and of any Sub-Deed of Mutual Covenant, be used by (i) an Owner of Parking Space (and his bona fide guests, visitors or invitees) for the proper use and enjoyment of his Parking Space and (ii) an Owner of Residential Unit (and his bona fide guests, visitors or invitees) for the proper use and enjoyment of the Visitors' Parking Spaces.

2.8 (1) Preamble

The covenants, rights, liberties, privileges, entitlements, exceptions and reservations in favour of the First Owner under this Clause 2.8 are intended to facilitate and enable the First Owner to do, exercise, carry out, perform and complete all such acts matters deeds and things as may be necessary and/or are pertaining to :

(a) the construction, development and completion of the Development;

(b) any change in design, layout, disposition, height and user of any part of the Development of which the First Owner shall remain the Owner; and

- (c) management and control of those parts of the Development of which the First Owner shall remain to be the Owner.

## 2.8 (2) Exceptions and Reservations

Each and every Owner covenants with the First Owner with the intent that the covenants, rights, liberty, privileges, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and the interest therein that for so long as the First Owner remains the registered owner of any Undivided Share and in addition to any other right which it may have reserved under the assignment to any Owner, the First Owner shall have the unrestricted right in its absolute discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and/or to exercise all or any of the following rights, liberty, privileges and entitlements :-

- (a) Subject to the prior written approval of the relevant Government authorities as may be required by the applicable ordinances or the Conditions, the right for the First Owner or Occupiers or other persons permitted or authorized by the First Owner to affix, remove, alter, maintain and renew at their own expense (a) chimneys and (b) masts, conduits, plant, machinery, equipment and other fixtures (collectively referred to as “the aforesaid items”) on the General Common Areas subject to the aforesaid items not interfering with the other Owners' or Occupiers' use and enjoyment of their own Units and the access to or from their Units shall not be restricted or impeded PROVIDED THAT (i) prior written approval by a resolution of Owners passed at an Owners' meeting convened under this Deed shall be obtained if the aforesaid right is exercised in relation to the General Common Areas or any part thereof; (ii) the First Owner or Occupiers or such other persons permitted or authorized by the First Owner shall be responsible for repairing all damages made to any part of the Development resulting from affixing, removing, altering, maintaining and renewing the aforesaid items; (iii) prior written consent of the Manager should have been obtained prior to the commencement of such work; (iv) any fee or monetary benefit arising from the aforesaid right to grant or permit the right on the General Common Areas shall be credited to the Special Fund; and (v) the affixing, removal, alteration, maintenance and renewal of the aforesaid items

shall not affect the enjoyment by the Owners and Occupiers of their Units or the General Common Areas and General Common Facilities and shall not restrict or impede the access to or from their Units.

- (b) Full power to enter into and upon all parts of the Land and the Development (other than any part of the Development that have already been assigned) with contractors, surveyors, workmen and all other necessary authorized persons and all necessary equipment, plant and materials for the purposes of constructing and completing the Development on the Land or any part thereof in accordance with the Approved Plans and may for such purpose carry out all such works in, under or over the Land as it may from time to time see fit Provided that nothing herein shall absolve the First Owner from obtaining any Government approval which may be required for the same. The right of the First Owner to enter the Land to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorized by the First Owner. The First Owner in pursuance of such work may from time to time issue in writing to the Owners instructions as to the areas or parts of the Land that the Owners, their servants, agents or licensees may or may not use while such works are being carried out Provided that the exercise of the rights in this sub-clause (b) shall not interfere with an Owner's right to hold, use, occupy and enjoy the part or parts of the Development which he owns or impede or restrict the access to and from any such part or parts of the Development and Provided that the First Owner shall at its own expense make good any damage or loss that may be caused by or arise from such construction, demolition or other works or right of entry and shall ensure that such construction works shall cause the least disturbance and be carried out without delay and negligence.
  
- (c) The right to change, amend, vary, add to or alter the Approved Plans, master layout plans, car park layout plans, landscaping proposals and any other building plans existing at the date hereof (collectively “the Plans”) in respect of any part or parts of the Land and the Development owned by the First Owner without the concurrence or approval of the Owners or any of the parties hereto PROVIDED THAT (i) such change, amendment, variation, addition or alteration will not interfere with the Owners' right to the exclusive use, occupation and enjoyment of their Units; (ii) the exercise of the right by the First Owner shall not impede or restrict access to or from any Units that have been assigned and (iii) prior written approval by a resolution of Owners passed

at an Owners' meeting convened under this Deed shall be obtained if such change, amendment, variation, addition or alteration affects the General Common Areas or any part thereof, but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Buildings, Director of Lands or other relevant Government authorities pursuant to the Conditions or other applicable legislation. No such change, amendment, variation, addition or alteration shall give to the Owners or any person having an interest in the Land any right of action against the First Owner. For the avoidance of doubt, the right of the First Owner as mentioned in this sub-clause (c) shall be restricted to those Units which have not been sold or assigned by the First Owner.

- (d) The right to apply, negotiate and agree with the Government to amend, vary, modify or waive the Conditions or any provisions thereof in such manner as the First Owner may deem fit including but not limited to variations, modifications or waiver of the permitted use of any part or parts of the Development vested in it without interfering with the use, enjoyment and occupation by the Owners of those Units which have been assigned by the First Owner Provided That prior written approval by a resolution of Owners passed at an Owners' meeting convened under this Deed is obtained And That any premium and administrative fee as may be required for the said amendment, variation, modifications or waiver shall be borne by the First Owner absolutely and Provided Further That the exercise of the right shall not in any way whatsoever interfere with an Owner's right to hold, use, occupy and enjoy his Unit or the General Common Areas and that the access to or from his Unit shall not be restricted or impeded.
- (e) At any time hereafter to enter into a Sub-Deed of Mutual Covenant in respect of any part or parts of the Land and the Development owned by the First Owner Provided Always that (i) such Sub-Deed of Mutual Covenant shall not be in conflict with the provisions of the Conditions, this Deed or any previous Sub-Deed of Mutual Covenant, and (ii) the approval by the Director of Lands to such Sub-Deed of Mutual Covenant shall have been obtained but where the Director of Lands is satisfied, upon submission of the draft Sub-Deed of Mutual Covenant to the Director of Lands, that the Sub-Deed of Mutual Covenant relates only to the internal sub-division of an existing unit and by the Sub-Deed of Mutual Covenant there will be no alteration to the General Common Areas or

liability for management or other charges under this Deed, the Director of Lands may, in his absolute discretion, waive the requirement of approval of the Sub-Deed of Mutual Covenant.

- (f) The right to obtain the grant of or to adjust or vary or to negotiate in respect of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring land or to obtain any similar right by modification of the Conditions or licence for the benefit of the Land and the Development on such terms and conditions and from such persons as the First Owner shall deem fit PROVIDED THAT prior written approval by a resolution of Owners passed at an Owners' meeting convened under this Deed should be obtained and PROVIDED FURTHER THAT the exercise of such right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns.
- (g) The right to change the name of the Development at any time up to three (3) calendar months after the issue of the certificate of compliance in respect of the whole of the Land upon giving not less than six (6) calendar months' prior written notice to the Owners.
- (h) 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 Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares retained by the First Owner (other than the Common Parts Undivided Shares) and subject to the prior written approval of the Director of Lands to allocate and from time to time to re-allocate the Undivided Shares so retained by the First Owner to any of the Units retained by it (and for the avoidance of doubt, such allocation or re-allocation of the Undivided Shares shall not increase other Owners' contribution to the Management Expenses and shall not vary the total number of Undivided Shares and Management Shares as set out in the First Schedule hereto and the Second Schedule hereto respectively) and to assign, mortgage,

charge, lease, license or franchise the full and exclusive right and privilege to hold, use, occupy and enjoy any such units within the Development PROVIDED THAT such dealings shall not contravene the terms and conditions of the Conditions AND PROVIDED FURTHER THAT the exercise of such right will not interfere with an Owner's right to hold, use, occupy and enjoy his own Unit and his right interest and enjoyment in the Development or the Land and the access to or from his Unit shall not be restricted or impeded.

- (i) Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained and subject to the provisions of the Conditions, the right to grant any rights, rights of way or easements or quasi-easements to use any roads, driveways, passageways, walkways, footpaths or pedestrian bridges over any part or parts of the General Common Areas and the General Common Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring land or any land adjoining or connected to any adjoining or neighbouring land whether by any private or public road or passageway or otherwise whatsoever on such terms and conditions and to such persons as the First Owner shall deem appropriate PROVIDED THAT any receipt of payment from the exercise of such right shall be credited to the Special Fund AND PROVIDED FURTHER THAT the exercise of such right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns and shall not restrict or impede the access to or from an Owner's Unit.

2.8 (3) For the avoidance of doubt, the expression "the First Owner" in Clause 2.8(1) and (2) above shall exclude its assigns.

2.9 Insofar as may be necessary, the Owners hereby jointly and severally and irrevocably appoint the First Owner as their agent 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 and instruments as may be necessary for or incidental to the exercise of the First Owner's rights referred to in Clause 2.8 above with full power of delegation, and the Owners hereby jointly and severally undertake to do all acts, deeds, matters and things and to execute and sign seal such deeds and to sign such document or instrument as may be necessary to give effect to the above-mentioned grant.

2.10 Every assignment of any Undivided Shares shall contain an express covenant by the

Purchaser thereof in the following terms : “The Purchaser hereby covenants with the Vendor that the Purchaser acknowledges the rights conferred on Best Wisdom Development Limited (and its successors and assigns) under Clause 2.8 of Section II of a Deed of Mutual Covenant and Management Agreement dated the [ \* ] day of [ \* ] and the Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights by Best Wisdom Development Limited (and its successors and assigns). The Purchaser hereby appoints Best Wisdom Development Limited (and its successors and assigns) to be its agent and grants unto Best Wisdom Development Limited (and its successors and assigns) the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on Best Wisdom Development Limited (and its successors and assigns) as aforesaid with full power of delegation and further agrees to provide that every assignment of the Property by the Purchaser or his nominee or his sub-purchaser shall contain the like authority. This authority is deemed to have been granted jointly and severally by the Purchaser, if the Purchaser consists of more than one person.”

2.11 Upon execution of this Deed, such of the Common Parts Undivided Shares together with the General Common Areas and the General Common Facilities which they represent shall be assigned to and vested in the Manager free of costs or consideration who shall hold such Common Parts Undivided Shares together with the General Common Areas and the General Common Facilities on trust for the benefit of all the Owners for the time being subject to the Conditions and this Deed.

2.12 In the event the appointment of the Manager is terminated, or the Manager shall be dismissed, wound up or have a receiving order made against it or is removed, and another manager be appointed in its stead as the new Manager in accordance with this Deed, then the liquidator or the receiver or the outgoing Manager shall assign the Common Parts Undivided Shares together with the General Common Areas and the General Common Facilities which they represent to the new Manager free of costs or consideration or that if an Owners' Corporation is formed under the Building Management Ordinance (Cap. 344), it may require the Manager to assign the same and transfer the management responsibilities to it free of costs or consideration, in which event, the Owners' Corporation must hold them on trust for the benefit of all the Owners for the time being PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights and powers of the Manager contained in this Deed.

2.13 Notwithstanding anything aforesaid :-

- (a) no Owner including the First Owner and no Manager shall have the right to convert the General Common Areas and/or the General Common Facilities or any part thereof to his or its own use or for his or its own benefit unless approved by the Owners' Committee (if any) or the Owners' Corporation (if formed). Any payment received for the approval shall be credited to the Special Fund; and
- (b) no Owner including the First Owner shall have the right to convert or designate his Unit or any part thereof as General Common Areas unless approved by a resolution of Owners at an Owners' meeting convened under this Deed. No Owner (including the First Owner) and no Manager shall have the right to re-convert or re-designate the General Common Areas or any part thereof to his or its own use or for his or its own benefit.

### SECTION III

#### EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH UNDIVIDED SHARE TOGETHER WITH THE FULL AND EXCLUSIVE RIGHT AND PRIVILEGE TO HOLD USE OCCUPY AND ENJOY ANY UNIT HELD THEREWITH

##### A. Residential Units

3.1.1 The Owner of a Residential Unit shall have the benefit of the following easements, rights and privileges, subject to the provisions in this Deed including the provisions of rights of the Manager and the First Owner herein provided :-

- (a) full right and liberty for each Owner of a Residential Unit, his tenants, servants, agents, licensees, bona fide guests, visitors or invitees (in common with all persons having the like right) to go pass and repass over and along and use the Development Common Areas, the Development Common Facilities, the Residential Common Areas and the Residential Common Facilities (for all purposes connected with the proper use and enjoyment of his Residential Unit), and also the Car Park Common Areas and Car Park Common Facilities (for all purposes connected with the proper use of the Visitors' Parking Spaces);
- (b) the right to subjacent and lateral support from other parts of the Residential Accommodation and the right to subjacent and lateral support from the foundations and all other parts of the Development; and
- (c) the free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and all other services from and to the Residential Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the Land and the Development for the proper use and enjoyment of the Residential Unit owned by the Owner.

##### B. Parking Spaces

3.2.1 The Owner of a Parking Space shall have the benefit of the following easements, rights and privileges subject to the provisions in this Deed including the provisions of rights of

the Manager and the First Owner herein provided :-

- (a) full right and liberty for each Owner of a Parking Space, his tenants, servants, agents, licensees, bona fide guests, visitors or invitees (in common with all persons having the like right) to go pass and repass over and along and use the Development Common Areas, the Development Common Facilities, the Car Park Common Areas and the Car Park Common Facilities for all purposes connected with the proper use and enjoyment of his Parking Space;
- (b) the right to subjacent and lateral support from the foundations and all other parts of the Development; and
- (c) the free and uninterrupted passage and running of water, sewage, electricity and all other services from and to the Parking Space owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the Land and the Development for the proper use and enjoyment of his own Parking Space.

C. Provisions Applicable to All Owners

3.3.1 Each Owner of a Unit may, with the prior written approval of the Manager and in accordance with such terms or conditions as the Manager may impose, with or without servants, workmen and others at all reasonable times on reasonable written notice (except in the case of emergency) enter into and upon the other Units and the General Common Areas for the purposes of carrying out any work for the maintenance and repair of his Unit or its services (such work not being the responsibility of the Manager hereunder) where such entry is necessary in the circumstances causing as little disturbance as possible and forthwith making good any damage caused thereby.

## SECTION IV

### EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH UNDIVIDED SHARE TOGETHER WITH THE FULL AND EXCLUSIVE RIGHT AND PRIVILEGE TO HOLD USE OCCUPY AND ENJOY ANY UNIT IS HELD

#### A. Residential Units

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

- (a) The Manager shall have full right and privilege at all reasonable times on reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon the Residential Units or any part or parts thereof for the purposes of inspecting, examining, maintaining, repairing and improving as well as abating any hazard or nuisance which are affecting or likely to affect other Owners or any of the General Common Areas or the Development or any part or parts thereof or any of the common facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof which are not for the sole use and enjoyment of any individual Owner or for the purpose of discharging its obligations under this Deed provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for and shall at his own costs and expense make good or repair any damage caused and shall be liable for the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the relevant Residential Unit(s) and reinstate the same causing the least disturbance as is reasonably practicable.
- (b) Easements, rights and privileges over, along and through each Residential Unit equivalent to those set forth in paragraphs (b) and (c) of Clause 3.1.1.

#### B. Parking Spaces

4.2.1 The following are the easements, rights and privileges subject to which each Undivided Share and the exclusive right to hold, use, occupy and enjoy each Parking Space is

held :-

- (a) The Manager shall have full right and privilege at all reasonable times on reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon the Parking Spaces or any part or parts thereof for the purposes of inspecting, examining, maintaining, repairing and improving as well as abating any hazard or nuisance which are affecting or likely to affect other Owners or any of the General Common Areas or the Development or any part or parts thereof or any of the common facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof which are not for the sole use and enjoyment of any individual Owner or for the purpose of discharging its obligations under this Deed provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for and shall at his own costs and expense make good or repair any damage caused and shall be liable for the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the relevant Parking Space(s) and reinstate the same causing the least disturbance as is reasonably practicable.
- (b) Easements, rights and privileges over, along and through each Parking Space equivalent to those set forth in paragraphs (b) and (c) of Clause 3.2.1.

C. Provisions Applicable to All Owners

4.3.1 Subject always to the provisions of this Deed, the Manager shall have full right and authority to manage all of the General Common Areas and the General Common Facilities in accordance with the provisions of this Deed, subject to the provisions of the Building Management Ordinance (Cap. 344). Should there be any damage to any of the General Common Areas or the General Common Facilities or structures caused by the negligent or wilful acts or omission of any Owner or his licensees, agents or servants, the Manager shall be entitled to require such Owner to remedy the damage or to procure such remedy at the expense of such Owner.

## SECTION V

### COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS

#### A. Provisions Applicable to all Owners

5.1.1 Each Owner shall notify the Manager in writing of any change of ownership within one calendar month from the date of the assignment in respect thereof. The previous Owner shall remain liable for all Management Expenses (including Manager's Remuneration) and all payments made up to the date of completion of sale and purchase.

5.1.2 Each Owner shall promptly pay and discharge all existing and future government rents, taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of that part of the Development owned by him and shall indemnify the other Owners from and against all liability therefor.

5.1.3 Each Owner shall pay to the Manager on the due date his due proportion of the Management Expenses payable by such Owner as herein provided.

5.1.4 No Owner shall make any structural alterations to any Unit owned by him unless with the prior approval of the Director of Buildings and any other relevant Government authority and prior notification to the Manager. No Owner nor the Manager shall make any structural alterations which will interfere with or affect rights of other Owners. No provisions shall be made pursuant to this Deed or be construed as preventing an Owner from taking legal action against another Owner in this respect nor shall any Owner use, cut, injure, damage, alter or interfere with any part or parts of the General Common Areas or the General Common Facilities nor any equipment or apparatus on, in or upon the Land or the Development not being equipment or apparatus for the exclusive use, enjoyment and benefit of any such Owner.

5.1.5 No Owner or the Manager shall permit or suffer to be done any act or thing in contravention of the terms and conditions in the Conditions.

5.1.6 No Owner shall permit or suffer to be done any act or thing whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to being responsible for any other liability incurred thereby, such Owner

shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.

5.1.7 Each Owner shall be responsible for and shall indemnify all 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 default or negligence or omission of such Owner or any Occupier of any part of the Development owned by him or any person using such part of the Development with his consent expressed or implied or by or through or in any way owing to the overflow of water or spread of fire therefrom.

5.1.8 Each Owner shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default or omission of any person occupying with his consent expressed or implied any part or parts of the Development owned by him. In the case of loss or damage which the Manager is responsible hereunder to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or Occupiers of any part or parts of the Development for which the Manager is not responsible hereunder 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.

5.1.9 No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land or the Development.

5.1.10 No Owner shall do or permit or suffer to be done and each Owner shall take all possible steps to prevent his tenants, Occupiers or licensees from doing any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the management and maintenance of the Development.

5.1.11 Each Owner shall at his own expense maintain in good repair and condition that part of the Development owned by him (including but not limited to the Noise Mitigation Measures as forming part of the Unit owned by him) in such manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Development.

5.1.12 No Owner shall use or permit or suffer the part of the Development owned by him to be used for any illegal or immoral purpose nor shall he do cause or permit or suffer to be done

any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the Government or to other Owners and Occupiers for the time being of Units in the Development the neighbouring lot or lots or premises.

5.1.13 No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Conditions, this Deed or other Ordinances and Regulations or other permit, consent or requirement from time to time applicable thereto.

5.1.14 (i) Subject to sub-clause (ii) below, no Owner shall bring on to or keep any pets, birds or other animals on any part of the Development if the same has been the cause of reasonable written complaint by other Owners (or Occupiers) from at least two (2) Residential Units.

(ii) Trained guide dogs on leash for the blind may be brought into any part of the Development whilst guiding any person with disability or visitor.

5.1.15 The refuse storage chamber of the Development shall be used by all Owners and in such manner as prescribed by the Manager and subject to the Rules governing the same.

5.1.16 No Owner shall alter, repair, connect to or in any other way interfere with or affect the General Common Areas or the General Common Facilities.

5.1.17 Except as herein reserved or provided and subject to the rights of the First Owner and such other authorized Owners or persons as provided in Clause 2.8(2)(a), no flags, banners, poles, cages, shades, sculptures or other projections or structures whatsoever extending outside the exterior of the Development or any part thereof shall be erected, installed or otherwise affixed to or projected from the Development or any part thereof.

5.1.18 All Owners (including the First Owner) and the Manager shall at all times observe and perform the Rules and all the covenants, conditions and provisions of this Deed and comply with the Conditions so long as they remain as Owners or manager of the Development respectively.

5.1.19 Subject as herein provided, each Owner may at his own expense install in the part of the Development owned by him such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any other part of the

Development or contravene any relevant Ordinance, regulation, rules or requirement of the Government or other competent authority.

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

5.1.21 Subject to Clause 5.1.4, no Owner shall:-

- (i) do or permit to be done any act or thing which may or will alter the external appearance of the Development without the prior consent in writing of the Manager and any Government authorities if required save and except the First Owner as provided in Clause 2.8(2)(a) hereof;
- (ii) do or permit or suffer to be done by his tenants, Occupiers or licensees any act or thing which may interfere with or affect the construction of any part of the Development at any time in the course of construction or the maintenance of the Development;
- (iii) make any alteration to any installation or fixtures so as to affect or be likely to affect the supply of water, electricity or gas or other services to or in the Land and the Development; or
- (iv) cut or damage any of the structural walls, beams, columns, ceilings, roofs, floors or any structural part of the Development or do anything whereby the structural strength of any part of the Development may be affected.

5.1.22 No Owner shall use the Development or any part thereof for any purpose which is in contravention of the terms and conditions contained in the Conditions or the Occupation Permit or any applicable Regulations or any Ordinances, or subject to the provisions of Clause 5.2.3, store any hazardous, dangerous or unlawful goods or combustible or explosive substances or any "dangerous" or "prohibited" goods within the meaning of the Dangerous Goods Ordinance (Cap. 295) of the Laws of the Hong Kong Special Administrative Region.

5.1.23 Subject to Clause 5.1.27, no air-conditioning units or plants or any other fixture shall be installed through the windows of any part of the Development or the External Walls and all possible measures shall be taken by the Owners thereof to prevent excessive noise,

condensation or dripping onto any part of the Development. Every Owner shall at his own costs and expenses keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his part of the Development in good repair and condition.

5.1.24 No Owner shall use any part of the General Common Areas for the purposes of drying or hanging laundry, or placing or storing any dustbins, garbage cans, furniture, machinery, goods or chattels or other things thereon or therein other than in the spaces specifically provided for such purpose.

5.1.25 No part of the General Common Areas shall be obstructed or incumbered nor shall any refuse or other matter or things be placed or left thereon nor shall any part thereof be used for any business or private purpose and no Owner shall do or suffer or permit to be done anything therein as may be or become a nuisance or cause annoyance to any other Owners or Occupiers of the Development.

5.1.26 No Owner shall erect any private aerial on the exterior of any part of the Development but may connect to any communal aerial and radio system installed in the Development with the permission of the Manager and in accordance with the Rules relating to the same.

5.1.27 No Owner (subject to the rights of the First Owner and such other authorized Owners or persons as provided in Clause 2.8(2)(a) of this Deed and to the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained in so far as any part of the General Common Areas or the General Common Facilities is concerned) shall install or affix any air-conditioning units or plants or other articles to any part of the Development (with the exception of window-type or split-type air-conditioning units in the space (if any) specifically provided for such purpose) or affix any frames, iron cage, flower rack or any other structures whether made of wood, metal, cement or any other materials to, upon or along the External Walls outside his Residential Unit or in the General Common Areas or any part thereof.

5.1.28 No Owner shall enclose or permit or suffer to be enclosed any flat roof, window, balcony or utility platform of his Residential Unit and, subject to the rights of the First Owner as provided in Clause 2.8(2)(a) of this Deed, no Owner shall do or suffer to be done anything that may change, alter or damage the outlook of any part of the Development including erecting any structure thereto.

5.1.29 Subject to the rights of the First Owner as provided in Clause 2.8(2)(a) of this Deed, no Owner shall do or cause or permit to be done any of the following :-

- (i) repaint, re-decorate or alter the appearance of the facade or exterior of any Unit or any part thereof;
- (ii) erect or display any flags and flagpoles, racks for flower pots, canopies of any kind along the External Walls; or
- (iii) erect or affix any structures on the Roof, Upper Roof or any flat roof pertaining to a Residential Unit.

5.1.30 Each Owner shall keep the interior of his Unit, in case of Residential Unit, the Non-enclosed Areas also, and all electrical and sanitary appliances and other services therein in good repair and condition and to maintain the same in such manner so as to avoid any loss, damage, nuisance or annoyance to the other Owners or Occupiers and not to interfere or affect adversely the proper functioning of the service systems of any other Unit.

5.1.31 No Owner shall overload or permit or suffer to be overloaded the electrical circuits within the Development and no Owner shall install or use or permit or suffer to be installed or used any equipment, apparatus or machinery which exceeds the loading of the electrical main or wiring.

5.1.32 No Owner shall dispose of or discharge or permit or suffer to be disposed of or discharged any waste, refuse, garbage or rubbish in any part or parts of the Development other than that part or parts of the Development specially designated for the purpose and only in the manner as specified or approved by the Manager.

5.1.33 The Recreational Areas and Facilities shall only be used and enjoyed for recreational purposes by the residents of the Development and their bona fide visitors and subject to the Residential Rules and the Recreational Areas Rules. For the purpose of this Clause, the Owner of a Parking Space shall not be included as residents of the Development and shall not be entitled to use or enjoy the Recreational Areas and Facilities.

5.1.34 Subject to Clause 6.2.1(39) of this Deed, the Owners shall at their own expense maintain and carry out all works in respect of the Slopes and Retaining Walls in accordance with the "Geoguide 5-Guide to Slope Maintenance" issued by the Geotechnical Engineering

Office (as amended or substituted from time to time) and the Maintenance Manual for the Slopes.

5.1.35 No partitioning shall be erected or installed in any part of the Development which does not leave clear access for emergency exits and no windows shall be wholly or partially blocked in such a manner that the external appearance of the Development is affected.

5.1.36 Save with the prior written consent of the Manager, 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 Residential Unit any metal grille or shutter or gate.

**5.1.37 Control, operation, financial support and maintenance for the Noise Mitigation Measures:**

- (i) Each Owner shall at his own expense carry out and implement the Noise Mitigation Measures (in so far as his Unit is concerned and as forming part of the Unit owned by him) and be responsible and liable for the control, operation, financial support and maintenance for the Noise Mitigation Measures (in so far as his Unit is concerned and as forming part of the Unit owned by him).
- (ii) No Owner shall alter, interfere with or remove, or permit or be suffered to be altered, interfered with or removed the relevant part or parts of the Noise Mitigation Measures which form part of his Residential Unit except in accordance with the Approved Plans.
- (iii) Without prejudice to the foregoing sub-clauses (i) and (ii), no Owner of a Residential Unit shall alter any fixed glazing or auto-close doors of utility platforms (if any).

5.1.38 The Greenery Areas shall not be used for any other purpose without the prior consent of the Building Authority.

**B. Provisions Applicable to Owners of Residential Units and/or the Non-enclosed Areas Only**

5.2.1 All Residential Units shall be used for private residential purposes only and in particular shall not be used as an occupancy in bed spaces or cubicles or as an office, store, factory, shop or for any other commercial use or for the conduct of any trade, profession or business whatsoever.

5.2.2 Each Owner of a Residential Unit shall observe and perform the Residential Rules, the Recreational Areas Rules and the Development Rules.

5.2.3 No Owner or Occupier shall store or permit to be stored in any Residential Unit any hazardous, dangerous, explosive or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.

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

5.2.5 Without prejudice to Clause 5.2.6 hereof, the Owner of the Non-enclosed Areas must be responsible for the financial support of the Non-enclosed Areas and shall at his own costs and expenses keep the Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance (Cap. 123) and other Ordinances, bye-laws and regulations.

5.2.6 The Owner of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas and the covered areas beneath the Non-enclosed Areas to be enclosed above safe parapet height by any material of whatsoever kind or nature other than as under the Approved Plans, it being the obligation of such Owner to keep, control, operate and maintain the Non-enclosed Areas in the design and layout as drawn under the Approved Plans.

5.2.7 The Non-enclosed Areas shall only be used as balconies/utility platforms in relation to or in connection with the use and enjoyment of the Residential Unit for which they are provided.

5.2.8 In the event of the covenants contained in Clause 5.2.5 or 5.2.6 being in breach, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owner to rectify the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Approved Plans and if the defaulting Owner shall fail to comply with the Manager's demand, the Manager shall have the rights to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid

covenants including but not limited to the right to enter upon the Residential Unit concerned (including the Non-enclosed Areas provided therein) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Residential Unit which are in breach of the aforesaid covenants and that the defaulting Owner shall pay to the Manager all costs incurred by the Manager for and in relation to the steps taken by the Manager for the aforesaid purpose PROVIDED THAT the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for and shall at his own costs and expense make good or repair any damage caused and shall be liable for the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the relevant Residential Unit(s) and reinstate the same causing the least disturbance as is reasonably practicable.

5.2.9 Owners who have a common wall adjoining their respective Residential Units and/or flat roof shall each have the right to the use of the interior surface of the wall on his side subject to an obligation to maintain repair and reinstate such interior surface. Without prejudice to the said obligation, if the wall or any portion thereof (being non-structural wall nor load bearing wall under the Approved Plans and not forming part of the General Common Areas) is damaged or injured for any cause other than the act or negligence of either Owner, it shall be repaired, rebuilt or reinstated at their joint cost and expenses with each bearing half of such cost and expenses and such Owners shall repair, rebuild or reinstate the wall and contribute to such cost and expenses forthwith.

5.2.10 Neither Owner in respect of a common wall adjoining their respective Residential Units and/or flat roof shall use any portion of the wall so as to interfere with the use and enjoyment of the other Owner in respect thereof. Neither of the aforesaid Owners shall put structures of any kind onto or so near to the wall as to cause leakage of water or damage to the other side of the wall or as to be likely to cause the wall to collapse.

5.2.11 For the purpose of maintaining an uniform and harmonious external appearance and landscaping of the Development, and in addition to but without prejudice to any restrictions (if any) as prescribed in the other provisions of this Deed, each of the Owners hereby covenants that he would not do permit or suffer to be done any act or thing which may or will alter the external appearance and façade of the Development and the landscaping features in the Development without the prior consent in writing of the Manager and the Manager shall have absolute discretion in determining whether or not its written consent should be given.

5.2.12 Without prejudice to the generality of the preceding Clause 5.2.11, each Owner

covenants:-

- (a) not to make any alterations or additions to façade of his Unit;
- (b) whether or not his Unit comprises flat roof or any roof deck, not to put or add any canvas, awnings, umbrella or trellises onto, upon or within his Unit other than those the colour and design of which have been approved by the Manager whose approval and/or any decision in relation and/or incidental thereof shall be absolute, final and binding;
- (c) not to alter any structures or the positions of any External Walls;
- (d) not to :-
  - (i) install any metal grille;
  - (ii) build up any parapet masonry walls;
  - (iii) install exterior lighting of any kind;
- (e) not to enlarge or alter the colour and type of the External Walls and/or windows and/or the doors of his Unit; or
- (f) not to position any antennas on the roof tops of his Unit.

C. Provisions Applicable to Owners of Parking Spaces Only

5.3.1 The Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles or motor cycles (as the case may be) licensed under the Road Traffic Ordinance (Cap. 374) and belonging to the residents of the Development or their bona fide guests, visitors or invitees. In particular, the Parking Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

5.3.2 All Owners and Occupiers of Parking Spaces shall park their motor vehicles or motor cycles (as the case may be) within their own designated spaces.

5.3.3 No Owner or Occupier of a Parking Space may park his motor vehicle or motor cycle (as the case may be) in such a manner so as to cause inconvenience or annoyance to the Owners of other Parking Spaces.

5.3.4 No Owner or Occupier of a Parking Space shall allow any motor vehicle or motor

cycle (as the case may be) parked in his Parking Space to deteriorate to a condition detrimental to the environmental appearance of the Development.

5.3.5 Each Owner or Occupier of the Parking Spaces shall perform and observe the Car Park Rules and the Development Rules.

## SECTION VI

### MANAGEMENT OF THE DEVELOPMENT

#### A. Appointment and Resignation of Manager, Termination of Manager's Appointment, and Related Provisions

6.1.1 Subject to the provisions of the Building Management Ordinance (Cap. 344), **Sino Estates Management Limited** shall be appointed as the Manager for all the Owners to undertake the management, operation, servicing, renovation, improvement and security of the Land and the Development initially for a term of two (2) years commencing from the date of appointment under this Deed and such appointment shall continue thereafter until and unless the happening of the resignation of the Manager or termination of the Manager's appointment by Owners' Corporation as prescribed in Clause 6.1.2 and Clause 6.1.3 hereof respectively (or if prior to the formation of the Owners' Corporation, by the Owners' Committee by giving three (3) months' notice in writing to the Manager to terminate its appointment without compensation pursuant to a resolution passed by a majority of votes of the Owners voting either personally or by proxy in an Owners' meeting convened under this Deed and supported by the Owners of not less than 50% of the total number of the Undivided Shares in aggregate (excluding the Common Parts Undivided Shares)).

#### 6.1.2 **Resignation of Manager:**

- (1) No resignation of the Manager shall take effect unless it has previously given not less than 3 months' notice in writing of its intention to resign-
  - (a) by sending such a notice to the Owners' Committee; or
  - (b) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.
- (2) The notice referred to in subparagraph (1)(b) under this Clause 6.1.2 may be given-
  - (a) by delivering it personally to the Owner; or
  - (b) by sending it by post to the Owner at his last known address; or
  - (c) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.

#### 6.1.3 **Termination of Manager's Appointment by Owners' Corporation:**

- (1) Subject to subparagraph (4) under this Clause 6.1.3, at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution-
  - (a) passed by a majority of the votes of the Owners voting either personally or by proxy; and
  - (b) supported by the Owners of not less than 50% of the undivided shares in aggregate,  
terminate by notice Sino Estates Management Limited's appointment without compensation.
- (2) A resolution under subparagraph (1) under this Clause 6.1.3 shall have effect only if-
  - (a) the notice of termination of appointment is in writing;
  - (b) provision is made in the resolution for a period of not less than 3 months notice or, in lieu of notice, provision is made for an agreement to be made with Sino Estates Management Limited for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;
  - (c) the notice is accompanied by a copy of the resolution terminating Sino Estates Management Limited 's appointment; and
  - (d) the notice and the copy of the resolution is given to Sino Estates Management Limited within 14 days after the date of the meeting.
- (3) The notice and the copy of the resolution referred to in subparagraph (2)(d) under this Clause 6.1.3 may be given-
  - (a) by delivering them personally to Sino Estates Management Limited; or
  - (b) by sending them by post to Sino Estates Management Limited at its last known address.
- (4) For the purposes of subparagraph (1) under this Clause 6.1.3-
  - (a) only the Owners of undivided shares who pay or who are liable to pay the management expenses relating to those undivided shares shall be entitled to vote;
  - (b) the reference in subparagraph (1)(b) under this Clause 6.1.3 to "the Owners of not less than 50% of the undivided shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the undivided shares in aggregate who are entitled to vote.
- (5) If a contract for the appointment of Manager other than Sino Estates Management Limited contains no provision for the termination of the Manager's appointment, subparagraphs (1), (2), (3) and (4) apply to the termination of the Manager's appointment as they apply to the termination of Sino Estates Management Limited's appointment.

- (6) Subparagraph (5) under this Clause 6.1.3 operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than Sino Estates Management Limited to terminate the appointment of the Manager.
- (7) If a notice to terminate a Manager's appointment is given under this Clause 6.1.3-
  - (a) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
  - (b) if no such appointment is approved under sub-subparagraph (a) of this subparagraph (7) 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.
- (8) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under subparagraph (7)(b) of this Clause 6.1.3, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that subparagraph that may otherwise render that person liable for a breach of that undertaking or agreement.
- (9) This Clause 6.1.3 is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Building Management Ordinance (Cap. 344) but does not apply to any single manager referred to in that section.

#### **6.1.4 Obligations After Manager's Appointment Ends:**

- (1) Subject to subparagraph (2) under this Clause 6.1.4, 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 Development that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (2) If the Manager's appointment ends for any reason, it shall within 2 months of the date its appointment ends-
  - (a) prepare-
    - (i) 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
- (ii) a balance sheet as at the date its appointment ended, and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
  - (b) 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-subparagraph (a) under this subparagraph (2) and have not been delivered under subparagraph (1) of this Clause 6.1.4.

#### 6.1.5 **Communication among owners:**

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

#### B. Powers and Duties of Manager

6.2.1 During the term of its appointment as the Manager, the Manager shall, subject to the provisions of the Building Management Ordinance (Cap. 344) and subject also to Clause 6.1, manage the Land and the Development in a proper manner and in accordance with the provisions of this Deed and each Owner hereby appoints the Manager as agent for all Owners in respect of any matters concerning the General Common Areas and the General Common Facilities duly authorized in accordance with the provisions of this Deed with full power to enforce the provisions of this Deed against the other Owners. Subject to the provisions of the Building Management Ordinance (Cap. 344), the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or expedient for the proper management of the Development in accordance with the provisions of this Deed Provided that the Manager shall not effect any improvements to facilities or services which involves expenditure in excess of 10% of the current annual management budget except with the prior approval by a resolution of the Owners passed at an Owners' meeting convened under this Deed. Without in any way limiting the generality of the foregoing the Manager shall have the following powers and duties :-

- (1) To put in hand work necessary to:
  - (i) carry out and implement the Noise Mitigation Measures (in so far as the General Common Areas and General Common Facilities are concerned and as forming part of the General Common Areas and General Common Facilities) and be responsible and liable for the control, operation, financial support and maintenance for the Noise Mitigation Measures (in so far as the General Common Areas and General Common Facilities are concerned and as forming part of the General Common Areas and General Common Facilities);
  - (ii) uphold, maintain and/or repair all General Common Areas and General Common Facilities, the whole of the Noise Barrier (if any), all erections and/or constructions situate within, in or upon the Land and the Development pursuant to the Noise Mitigation Measures (save and except those erections or constructions as situate within or forming part of any Unit) and the Drainage Reserve Areas so that the same are upheld, maintained and/or repaired in a good, clean and safe condition at all times and in compliance with the Conditions;
  - (iii) uphold, maintain and/or repair the Green Area (until such time as possession of the Green Area has been delivered to the Government in accordance with Special Condition No. (3) of the Conditions) so that the same are upheld, maintained and/or repaired in a good, clean and safe condition at all times and in compliance with the Conditions; and also
  - (iv) implement the recommendations in the Sewerage Impact Assessment in compliance with the Conditions,and for these purposes to employ reputable and competent contractors and workmen.
- (2) To ensure that all Owners or Occupiers maintain the Units owned or occupied by them in a proper manner and if there is any default on the part of any such Owners or Occupiers and such default continues after notice to make good the same has been given by the Manager to such Owners or Occupiers, the Manager may but shall not be bound to put in hand any maintenance and repair works and to take all possible steps to recover the cost therefor from the defaulting Owner or Occupier PROVIDED ALWAYS THAT the Manager shall not be liable for any loss and damage caused to any person by any Owner's or Occupier's default in carrying out any maintenance or repair works.
- (3) To paint, wash, tile or otherwise treat as may be appropriate all General Common Areas at such intervals as the same may reasonably require to be done.

- (4) To replace any glass in the General Common Areas that may be broken.
- (5) To keep the General Common Areas well lit.
- (6) To keep in good order and repair the ventilation of the General Common Areas.
- (7) To keep the General Common Areas in a clean sanitary and tidy condition.
- (8) To prevent any decaying, noxious, excrementitious or other refuse matter from being deposited on the Development or any part thereof and to remove all refuse from such parts of the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Development refuse collection facilities.
- (9) To prevent the obstruction of the General Common Areas and to remove any article or thing causing the obstruction.
- (10) To keep all the common sewers, drains, watercourses and pipes free and clear from obstruction.
- (11) To keep the General Common Facilities in good condition and working order.
- (12) To keep all plant, machinery and equipment forming part of the General Common Areas or the General Common Facilities including but without limiting the generality of the foregoing, all lighting equipment, air-conditioning system, ventilation system (if any), water systems, public address systems (if any), fire fighting equipment, sprinkler systems, lifts, lift shafts and maintenance unit in good condition and working order and, in the case of lifts, in accordance with any laws and regulations applicable thereto and whenever it shall be necessary so to do.
- (13) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development into any part of the public highway, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Land or any part or parts thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage.

- (14) To remove any structure, installation, bills, notices, placard, posters, advertisement, flag, banner, poles, cages, signboard, sunshade, bracket, fitting or other things in or on the Development (including any roof or flat roof) which have been erected in contravention of the terms of the Conditions or this Deed or the Buildings Ordinance (Cap. 123) of the Laws of the Hong Kong Special Administrative Region and any statutory amendments, modifications or re-amendments thereof for the time being in force or any regulations made thereunder or any regulations of Fire Services Department and/or without the written permission of the Manager (or if such permission has been given upon the expiration or withdrawal of the same) and to demand and recover from the person by whom such structure or other thing as aforesaid was erected or installed the cost of such removal and the making good of any damage thereby caused.
- (15) To maintain fire fighting equipment and fire alarms and fire shutters and other fire services installations (if required by Government) to the satisfaction of the Director of Fire Services and so far as may be possible, to maintain the Development safe from fire hazards at all times.
- (16) To provide security force, watchmen, porters and caretakers and such other staff as shall be determined by the Manager in its reasonable discretion and to provide and maintain security installations and to maintain security in the Development at all times.
- (17) Subject to Clause 6.2.5(b) hereof, to maintain and operate or contract for the installation, maintenance and operation of the wireless and/or television aerials, antennae, transmitters, receivers, tuners, and satellite dishes and such other devices as the Manager shall see fit for serving the Development or any part thereof, including but not limited to the provision of internet, telecommunication service or otherwise.
- (18) To manage, control and maintain within the Development the parking of cars, motor cycles and other vehicles, the flow of vehicular traffic, the use of turntable, passage, Parking Spaces and the Loading and Unloading Spaces.
- (19) To provide such Chinese New Year, Christmas and other festival decorations for the Development as the Manager shall in its reasonable discretion consider desirable.

- (20) To do all things the Manager shall in consultation with the Owners' Committee deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Development for the better enjoyment or use of the Development by its Owners, Occupiers and their licensees Provided that the Manager shall obtain the approval by a resolution of the Owners passed at an Owners' meeting convened under this Deed prior to carrying out any improvement works to the facilities and/or services in or on the Development or any part thereof involving sum in excess of 10% of the current annual management budget.
- (21) To appoint solicitors with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and the Development (except proceedings relating to the rights or obligations of individual Owners) or any part thereof and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director of Lands or other competent officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of the High Court Cap. 4A of the Laws of the Hong Kong Special Administrative Region and any statutory amendments, modifications or re-amendments thereof for the time being in force.
- (22) To prevent any Owners, tenants, Occupiers of any part of the Development or their bona fide guests, visitors or invitees from occupying or using any part of the Development otherwise than in accordance with the Conditions or the provisions of this Deed.
- (23) To take all steps necessary or expedient for complying with the Conditions and any statutory or Government requirements concerning or relating to the Development for which no individual Owner, tenant or Occupier of any part of the Development is solely and directly responsible.
- (24) To take all precautions to prevent and to take action to remedy any breach by any Owner or other person residing in or visiting the Development of any provisions of the Conditions or this Deed.
- (25) To prevent any person from detrimentally altering or injuring any part of the Development or any of the General Common Areas or the General Common

Facilities.

- (26) To demand, collect and receive all amounts payable by the Owners under the provisions of this Deed.
- (27) To pay and discharge out of all moneys so collected all outgoings relating to the management of the Development reasonably and necessarily incurred by the Manager hereunder.
- (28) (Unless otherwise directed by the Owners' Corporation) to take out insurance and keep insured the General Common Areas and the General Common Facilities to the full new reinstatement value and in particular against loss or damage by fire and such other risks or perils as the Manager shall deem fit and in respect of public and occupiers' liability insurance and liability as employer of employees of the Manager with some reputable insurance company or companies in the name of the Manager for and on behalf of itself as Manager and the Owners 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.
- (29) To procure block insurance for the Development as a whole or parts thereof including those areas which are not the General Common Areas or the General Common Facilities against loss and damage by such risks and in such reasonable amount as the Manager in its absolute discretion shall deem fit.
- (30) To represent the Owners in all matters and dealings with the Government or any statutory body, any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Development.
- (31) Subject to sub-clauses (21) and (30) above, to commence, conduct, carry on and defend legal and other proceedings touching or concerning the management of the Land and the Development in the name of the Manager.
- (32) To enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed, any relevant Sub-Deed of Mutual Covenant and the Rules made hereunder, and to take action including the

commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof and the registration and enforcement of charges as hereinafter mentioned.

- (33) Subject to the provisions of Clause 6.2.2, to make, revoke or amend the Rules in respect of the Development, the Residential Accommodation, the Car Park and the Recreational Areas and Facilities as hereinafter provided which shall not be inconsistent with this Deed or any relevant Sub-Deed of Mutual Covenant.
- (34) To post (if deemed necessary by the Manager) the Unit of any Owner in default or in breach of the terms and conditions of this Deed as aforesaid together with particulars of the default or breach on the notice boards and/or other prominent place(s) within the Development.
- (35) To recruit, dismiss and employ such staff as may from time to time be necessary to enable the Manager to perform its powers and duties provided in this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation within the Development, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.
- (36) To deal with all enquiries, complaints, reports and correspondence relating to the Development.
- (37) To provide and maintain in respect of the Development promotions, advertising, public relations and general publicity as deemed necessary by the Manager.
- (38) To act as agent for and on behalf of all Owners in respect of all matters concerning the General Common Areas or the General Common Facilities duly authorized in accordance with the provisions of this Deed and the Manager is hereby authorized to act as such agent.
- (39) Full authority to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the Slopes and Retaining Walls in compliance with the Conditions and in accordance with the "Geoguide 5-Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the

Maintenance Manual for the Slopes and all other guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures, and to collect from the Owners all costs lawfully incurred or to be incurred by the Manager in carrying out the necessary maintenance, repair and other works (in respect of the Slopes and Retaining Wall) Provided That the Manager shall not be made personally liable for carrying out any such requirements of the Conditions which shall 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 Owners And Provided That for the purpose of this sub-paragraph "the Manager" shall include the Owners' Committee (if any) and the Owners' Corporation (when formed).

- (40) To manage, regulate, control and maintain within the Development parking and loading and unloading of goods vehicles and the flow of vehicular traffic and to charge such fees as the Manager shall reasonably deem fit from the users of the Loading and Unloading Spaces Provided That all such fees shall be credited to the General Fund.
- (41) To remove any vehicle parked on the General Common Areas not so designated for parking or which shall cause an obstruction and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the Owners of such vehicles.
- (42) Subject to the prior approval of the Director of Lands as may be required under the Conditions, to repair and maintain any drains and channels and drainage system whether within or outside the Land serving the Development which are required to be maintained pursuant to the Conditions.
- (43) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants Provided That the provisions in Clause 6.2.5(a) hereof relating to procurement of supplies, goods or services shall be complied with.
- (44) To prohibit the keeping of and to take such action as the Manager shall deem fit for the purpose of removing any pets, birds or other animals from any part of the

Development if the same has been the cause of reasonable written complaint by other Owners (or Occupiers) from at least two (2) Residential Units.

- (45) To delegate or subcontract the management, maintenance and operation of the services and facilities of the Recreational Areas and Facilities or any part of the General Common Areas or General Common Facilities to such agents or contractors on such terms and conditions as the Manager shall in its discretion think fit Provided that the Manager shall not transfer or assign its duties, rights or obligations under this Deed to such agents or contractors, and such agents or contractors must remain responsible to the Manager and the Manager shall at all times be responsible for the management and control of the whole of the Development (including any part thereof) and, notwithstanding anything contained in this Deed to the contrary, no provision of this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.
- (46) To grant such easements, quasi-easements, rights, privileges, licences to and to enter into such arrangements and agreements (whether formal or informal) with the Government or such other parties and upon such terms and conditions in respect of the General Common Areas and the General Common Facilities as it shall reasonably consider necessary to ensure the efficient management or for the benefit of the Development subject to prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained, the provisions of the Conditions and also subject that other Owners' right to hold, use, occupy and enjoy their Units shall not be interfered and that other Owners' access to their Units shall not be impeded provided that any fee or monetary benefit arising therefrom or any consideration received therefor shall be credited to the Special Fund for the benefit of the Owners.
- (47) To grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the General Common Areas and the General Common Facilities or any part thereof and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED that prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained and such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Conditions nor interfere with an Owner's right to hold, use, occupy and enjoy his

Units nor adversely affect an Owner's rights and interests nor restrict or impede the Owners' access to or from their Units and PROVIDED FURTHER that any charges or fees arising from the granting of such rights of way shall be credited to the Special Fund for the benefit of the Owners.

- (48) Subject always to the prior approval of the Director of Lands thereto as may be required under the Conditions, to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes and other installations, fittings, chambers and other equipment and structures within the General Common Areas and the General Common Facilities which the Manager shall in its reasonable discretion deem appropriate subject to prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained Provided that any charges, rent or fees payable and arising from the granting of such easements or rights shall be credited to the Special Fund for the benefit of the Owners and PROVIDED FURTHER that the exercise of such right shall not contravene the terms and conditions contained in the Conditions and shall not adversely affect an Owner's rights and interests or interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit.
- (49) To grant franchises, leases, tenancy agreements and licences to other persons to use such of the General Common Areas and the General Common Facilities and on such terms and conditions and for such consideration as the Manager shall in its discretion think fit Subject Always to the provisions of the Conditions and this Deed PROVIDED FURTHER THAT prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained and the grant of such franchises, leases, tenancy agreements and licences shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns or that the access to and from his Unit or the Owner's rights and interests shall not be affected.
- (50) To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the General Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and the Occupiers. The Manager shall ensure that the recovery facilities shall consist of materials 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 to avoid creating nuisance to the Owners and the Occupiers.

- (51) To organise any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and the Occupiers and to encourage them to participate in activities with a view to improving the environmental conditions of the Development.
- (52) To organise such social activities whether within or outside the Development as the Manager may consider appropriate to promote the neighbourhood relationship of the Owners and the Occupiers and to charge a reasonable fee therefor as the Manager shall deem fit provided that any part of such fee so charged and received by the Manager as aforesaid which have not been used for the purpose of such activities shall be credited to the Special Fund for the benefit of the Owners.
- (53) To maintain (excluding decorate), repair, operate, temporarily install, move, and have access to, over and/or on the Roof, the Upper Roof, the flat roof or the parapet walls or balustrade of the flat roof any gondola and/or any davit arm, other equipment or device of management (collectively referred to as the “gondola” which expression shall include all brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain (excluding decorate), repair, renovate, improve and/or replace any exterior part of the Development, and on prior reasonable notice for the Manager, its servants, agents, contractors and persons duly authorized to enter upon the flat roof, Roof or Upper Roof for the purposes of operating, installing, keeping, repairing, storing and/or parking the gondola Provided That the Manager, its servants, agents, contractors and duly authorized persons in exercising the aforesaid rights shall cause as little disturbance as reasonably practicable and shall at their expense make good any damages caused thereby and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager and its servants, agents, contractors and other persons duly authorized by the Manager.
- (54) Without affecting or limiting the generality of sub-paragraph (45) under this Clause 6.2.1, to control, operate, financially support out of the Management Expenses and maintain for the Covered Landscaped Areas and any facilities serving or pertaining

thereto.

- (55) Throughout the term of the Conditions, to be responsible for the repair, maintenance and reinstatement of the Transformer Room Facilities, and to be responsible for the maintenance and replacement of fire detectors and all fire-fighting equipment (portable fire-extinguishers as provided by **CLP Power Hong Kong Limited** excepted) in the transformer room(s) forming part of the Transformer Room Facilities, and to allow the employees, agents and contractors of **CLP Power Hong Kong Limited** to access into and to operate the facilities installed inside the transformer room(s) forming part of the Transformer Room Facilities.
- (56) Where any consent is required from the Manager under the provisions of this Deed, to process and consider such applications without delay provided that the Manager shall not unreasonably withhold such consent and that the Manager must not charge any fee other than a reasonable administrative fee for issuing the consent and any such administrative fee must be credited to the Special Fund.
- (57) To do all such other things as are reasonably incidental to the proper management of the Land and the Development in accordance with the Conditions and this Deed or for the common benefit of the Owners.

6.2.2 Subject to the approval of the Owners' Committee (if any) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend the Rules :-

- (i) regulating the use, occupation, maintenance and environmental control of the Development, the Residential Accommodation, the Car Park and the Recreational Areas and Facilities respectively and any of the General Common Areas and the General Common Facilities and of any of the facilities, services or amenities thereof and the conduct of persons occupying, using or visiting the same;
- (ii) requiring payment of fees for the use of the gymnasium, children indoor playroom, lounge, swimming pool, changing rooms, landscape area and/or other areas or facilities of the Recreational Areas and Facilities, such fees to be utilised towards maintenance and repair of the gymnasium, children indoor playroom, lounge, swimming pool, changing rooms, landscape area and/or

other areas or facilities of the Recreational Areas and Facilities;

- (iii) protecting the environment of the Development and for implementing waste separation, reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection; and
- (iv) regarding any matter or thing which the Manager is empowered to do pursuant to this Deed;

Provided That they are not inconsistent with, contravene or contradict the provisions of the Building Management Ordinance (Cap. 344), the Conditions, this Deed, any relevant Sub-Deed of Mutual Covenant and such Rules shall be binding on all the Owners of the relevant part of the Development and their tenants, licensees, servants or agents. A copy of such Rules from time to time in force shall be posted on the public notice boards (if any) in the Development, the Residential Accommodation, the Car Park, the Recreational Areas and Facilities or the relevant part of the General Common Areas (as the case may be) and a copy thereof shall be supplied to each Owner on request free of charge. For the avoidance of doubt, the Manager may make the Rules before the formation of an Owners' Committee.

6.2.3 Subject to the provisions of the Building Management Ordinance (Cap. 344), all acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.

6.2.4 Neither the Manager nor any servants, agent or other person employed by the Manager shall 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 of or purported pursuance of the provisions of this Deed, any relevant Sub-Deed of Mutual Covenant and/or the Rules not being an act or omission involving criminal liability or dishonesty or negligence on the part of the Manager or its employees, agents or contractors. For the avoidance of doubt, no provision of this Deed shall operate to exclude, or shall be construed to have the effect of excluding, the liability of the Manager to the Owners for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, agents or contractors and no owner will be required to indemnify the Manager or its employees, agents or

contractors from and against any action, claim and demand arising out of any such act or omission.

6.2.5 (a) (1) Subject to subparagraphs (2) and (3) under this Clause 6.2.5(a), the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of \$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless-

- (a) the supplies, goods or services are procured by invitation to tender; and
- (b) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Cap. 344).

(2) Subject to subparagraph (3) under this Clause 6.2.5(a), the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless-

- (a) if there is an Owners' Corporation-
  - (i) the supplies, goods or services are procured by invitation to tender;
  - (ii) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Cap. 344); and
  - (iii) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
- (b) if there is no Owners' Corporation-
  - (i) the supplies, goods or services are procured by invitation to tender;
  - (ii) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Cap. 344); and
  - (iii) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of

owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

(3) Subparagraphs (1) and (2) under this Clause 6.2.5(a) do not apply to any supplies, goods or services which but for this subparagraph would be required to be procured by invitation to tender (referred to in this subparagraph as "relevant supplies, goods or services")-

(a) where there is an Owners' Corporation, if-

- (i) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
- (ii) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or

(b) where there is no Owners' Corporation, if-

- (i) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
- (ii) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

(b) The Manager shall not enter into any contract for the installation or use of aerial broadcast distribution or telecommunications network facilities or any contract for the provision of broadcast distribution network or telecommunications network services unless the contract complies with the following conditions:

- (i) the term of the contract shall not exceed 3 years;
- (ii) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and

- (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.

6.2.6 The Manager shall establish and maintain a General Fund by opening and maintaining bank account in the following manner:

- (1) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Land and the Development.
- (1A) Without prejudice to the generality of subparagraph (1) under this Clause 6.2.6, 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 Land and the Development.
- (1B) The Manager shall display a document showing evidence of any account opened and maintained under subparagraph (1) or (1A) under this Clause 6.2.6 in a prominent place in the Development.
- (2) Subject to subparagraphs (3) and (4) under this Clause 6.2.6, the Manager shall without delay pay all money received by it in respect of the management of the Development into the account opened and maintained under subparagraph (1) under this Clause 6.2.6 or, if there is an Owners' Corporation, the account or accounts opened and maintained under subparagraph (1A) under this Clause 6.2.6.
- (3) Subject to subparagraph (4) under this Clause 6.2.6, the Manager may, out of money received by it in respect of the management of the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (4) The retention of a reasonable amount of money under subparagraph (3) under this Clause 6.2.6 or the payment of that amount into a current account in accordance with that subparagraph 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).

- (5) Any reference in this paragraph 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 Development.

6.2.7 The Manager shall establish and maintain one Special Fund for the following purposes and in the following manner:-

- (1) The Manager shall establish and maintain a Special Fund to provide for expenditure of a kind not expected by it to be incurred annually.
- (2) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- (3) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest-bearing account, the title of which shall refer to the Special Fund for the building, and shall use that account exclusively for the purpose referred to in subparagraph (1) under this Clause 6.2.7.
- (3A) Without prejudice to the generality of subparagraph (3) under this Clause 6.2.7, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (3B) The Manager shall display a document showing evidence of any account opened and maintained under subparagraph (3) or (3A) under this Clause 6.2.7 in a prominent place in the Development.
- (4) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under subparagraph (3) under this Clause 6.2.7 or, if there is an Owners' Corporation, the account or accounts opened and maintained under subparagraph (3A) under this Clause 6.2.7.

- (5) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). The Manager must not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development.

6.2.8 The Manager shall act as a trustee for all the Owners in respect of all moneys and deposits received by it in its capacity as the Manager of the Development. Such moneys and deposits shall belong to the Owners but shall be held and applied for as aforesaid by the Manager irrespective of changes in the ownership of any Unit. Upon the Land being reverted to the Government or upon the rights and obligations hereunder being extinguished as provided in SECTION VII hereof, any balance of the said moneys shall be divided between the persons who are Owners immediately prior to such reversion or such extinguishment of rights and obligations, as the case may be, in the same share and proportion as their respective Undivided Shares bear to the total of the Undivided Shares of the Land (less those allocated to the General Common Areas and the General Common Facilities).

C. Manager's Remuneration

6.3.1 The Manager for the performance of its duties herein shall be paid by way of remuneration an amount equal to 10% of the total annual Management Expenses necessarily and reasonably incurred in the course of its management of the Development.

6.3.2 For the purpose of calculating the Manager's Remuneration, the total annual Management Expenses referred to in Clause 6.3.1 above shall exclude (i) the Manager's Remuneration, and (ii) any capital expenditure or expenditure drawn out of the Special Fund Provided That by a resolution of Owners passed at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate of 10% or at such lower rate as considered appropriate by the Owners. Capital expenditure shall mean expenditure of a kind not incurred annually.

6.3.3 The Manager's Remuneration as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not be subject to any requirement by the Manager to disburse or provide from such money any staff, facilities, accountancy services,

any other professional supervision, other supports or resources including those supports or resources from the head office of the Manager, or any disbursements and out of pocket expenses for the Land and the Development the cost for which shall be a direct charge upon the General Fund.

6.3.4 Each Owner of a Unit shall pay his due proportion of the Manager's Remuneration to the Manager in advance on the first day of each calendar month. The percentage of total annual budgeted Management Expenses (excluding the Manager's Remuneration, the Special Fund and any capital expenditure referred to in Clause 6.3.2) against which the Manager's Remuneration as stated in Clause 6.3.1 above is calculated may be reviewed and varied by a resolution of Owners at meetings of the Owners convened under this Deed. Payment of the Manager's Remuneration shall be monthly in advance in the sum of one twelfth of the annual remuneration of the Manager 10% of the total annual budgeted Management Expenses (excluding the Manager's Remuneration, the Special Fund and any capital expenditure referred to in Clause 6.3.2) subject to adjustment at the end of each financial year when the final annual Management Expenses are ascertained.

6.3.5 The Manager's Remuneration shall be paid to the Manager in advance on the first day of each calendar month by deductions made by the Manager from the monthly Management Fees collected from the Owners, and such deductions shall be in priority to all other payments to be made out of the Management Expenses.

D. Management Expenses in respect of the Development

6.4.1 The Owners of the Development shall pay to the Manager monthly in advance in the manner hereinafter provided the Management Expenses which shall be made up of the following:-

- (a) The proper and necessary cost of carrying out all or any of the duties of the Manager set out herein.
- (b) The cost of purchasing or hiring all necessary plant, equipment and machinery in connection with the management and maintenance of the Land and the Development other than the Units.
- (c) Salaries, overtime pay, severance payment, provident fund, long services payment and other statutory payments under the Employment Ordinance (Cap. 57) of the

Laws of the Hong Kong Special Administrative Region and any statutory amendments, modifications or re-amendments thereof for the time being in force or other applicable ordinances, premium for employees' compensation and medical insurance, double pay, fringe benefits and bonuses of such staff employed by the Manager and reasonable expenses of other support/back up office, services or facilities for the administration and management of the Land and the Development or such proportionate part thereof which are provided by the head office of the Manager for the Development as well as any other land, developments and buildings as reasonably determined by the Manager to be attributable to the Development and necessarily incurred.

- (d) All reasonable professional fees and costs incurred by the Manager including :-
  - (i) fees and costs of surveyors, rating surveyors, valuers, architects, engineers, consultants and others employed in connection with the management, maintenance and improvement of the Development,
  - (ii) solicitors and other legal fees and costs,
  - (iii) fees and costs of any accountants, auditors and/or any other consultants employed in connection with the management accounts or the Manager's statements as hereinafter referred to.
- (e) All water, gas, electricity, telephone and other services charges except where the same is separately metered to individual Units.
- (f) The cost of all fuel and oil incurred in connection with the operation of the General Common Areas and the General Common Facilities.
- (g) The cost of maintaining and operating emergency generators and the cost of providing emergency lighting of the Development.
- (h) The cost of effecting insurance mentioned in Clause 6.2.1 (28) and (29) hereof.
- (i) All charges, property tax, rates, assessments, impositions and other outgoings payable by the Owners in respect of all parts of the General Common Areas.

- (j) The cost of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Development.
- (k) The cost and expense of maintaining the building structures or such part or parts thereof that is required to be maintained under the Conditions.
- (l) The cost and expense of upholding, managing, maintaining and repairing the Slopes and Retaining Walls which are required to be upheld, managed, maintained and repaired (as the case may be) under the Conditions (where applicable).
- (m) Charges for telephones installed at management offices and various caretakers' counters (if any) of the Development.
- (n) The costs of providing uniforms for the security force, watchmen, gardeners, caretakers and other staff employed for the management of the Land and the Development and replacement of the same.
- (o) The cost of landscaping and maintaining, repairing, cleansing and operating the sports and recreational facilities of the Development.
- (p) The cost of landscaping and maintaining the General Common Areas and the General Common Facilities.
- (q) Government rent and rates (if any) of the management offices of the Development and the General Common Areas.
- (r) Air-conditioning charges of the management offices of the Development.
- (s) Water consumption and electricity charges of the management offices of the Development.
- (t) Furniture, fixtures, fittings and other appliances in the management offices of the Development.
- (u) The land fill charges payable in relation to the debris removal facility provided by the Manager.
- (v) The cost of uphold, maintaining and/or repairing the Green Area (until such time as possession of the Green Area has been delivered to the Government in accordance

with Special Condition No. (3) of the Conditions) so that the same are upheld, maintained and/or repaired in a good, clean and safe condition at all times and in compliance with the Conditions.

- (w) Any other items of expenditure which in the reasonable opinion of the Manager are considered to be necessary for the management of the Land and the Development.

6.4.2 The Management Expenses shall be apportioned between the Owners of the Development in the following manner :-

- (a) Where any expenditure relates wholly to **the Residential Common Areas or the Residential Common Facilities**, the expenditure shall form part of the **management expenses of the Residential Accommodation** and shall be borne by the **Owners of the Residential Units** according to the proportions borne by the number of the Management Shares of their respective Residential Units to the total number of Management Shares allocated to all the Residential Units.
- (b) Where any expenditure relates wholly to **the Car Park Common Areas or the Car Park Common Facilities**, the expenditure shall form part of the **management expenses of the Car Park which shall be divided into two portions** in the respective percentage based on the following calculation:

- (i) **95.1% of the said management expenses of the Car Park relating to the Parking Spaces (“the Parking Spaces Portion”):**  
**Calculation: 194.38 / 204.38 (the formula as follows)**

$$\begin{array}{r}
 [ 193 \text{ (Number of Residential Parking Spaces)} \\
 + 1.38 \text{ (Number of Motor Cycle Parking Spaces: } 6 \times 0.23) ] \\
 \hline
 [ 10 \text{ (Number of Visitors' Parking Spaces)} \\
 + 193 \text{ (Number of Residential Parking Spaces)} \\
 + 1.38 \text{ (Number of Motor Cycle Parking Spaces: } 6 \times 0.23) ]
 \end{array}$$

- (ii) **4.9% of the said management expenses of the Car Park relating to the Visitors' Parking Spaces (“the Visitors' Parking Spaces Portion”):**  
**Calculation: 10 / 204.38 (the formula as follows)**

$$\begin{array}{r}
 [ 10 \text{ (Number of Visitors' Parking Spaces) } ] \\
 \hline
 [ 10 \text{ (Number of Visitors' Parking Spaces) } ]
 \end{array}$$

+ **193** (Number of Residential Parking Spaces)  
+ **1.38** (Number of Motor Cycle Parking Spaces: 6 x 0.23) ]

**and the Parking Spaces Portion** shall be borne by the **Owners of the Parking Spaces** according to the proportions borne by the number of the Management Shares of their respective Parking Spaces to the total number of Management Shares allocated to all Parking Spaces;

**and the Visitors' Parking Spaces Portion** shall be borne by the **Owners of the Residential Units** according to the proportions borne by the number of the Management Shares of their respective Residential Units to the total number of Management Shares allocated to all the Residential Units.

- (c) Where any expenditure relates wholly to (i) the Development Common Areas and/or the Development Common Facilities, or (ii) does not fall under any of the sub-paragraphs (a), (b) or (d) of this Clause 6.4.2, the expenditure shall form part of the management expenses of the Development as a whole and shall be borne by all Owners of the Development in accordance with the proportion that the respective Management Shares of the relevant part of the Development bear to the total number of Management Shares of the Development.
- (d) Notwithstanding anything contained in sub-clauses (a) to (c) hereof, (i) where any expenditure relates solely to or is solely for the benefit of any Unit and no Owner other than the Owner entitled to the exclusive right and privilege to hold, use and occupy that Unit will receive any material benefit therefrom, then the full amount of such expenditure shall be borne by the Owner of such Unit and (ii) where any expenditure relates solely to or is solely for the benefit of a group of Owners but does not relate to or is not for the benefit of the other Owners, the full amount of such expenditure shall be apportioned between such Owners in proportion to their respective Management Shares.
- (e) Subject to the prior written approval of the Owners' Committee (if any) or the Owners' Corporation (if formed), if the Manager is of the opinion that the adopted annual budget and/or the sharing of the amounts of Management Expenses assessed under any part of the adopted annual budget in accordance with the provisions of

this Deed may lead to or result in any Owner or Owners of any part or parts of the Development unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled to modify any adopted annual budget in such manner as the Manager may (but subject to compliance with the procedures applicable to the draft annual budget, the annual budget and the revised annual budget as provided in Sub-Section D of SECTION VI of this Deed) think fit (whether by creating new parts or abolishing existing parts of the budget or otherwise) and to prepare new budget in the modified manner as aforementioned and/or to vary or modify the manner of sharing the amounts of Management Expenses assessed under any part of the budget by the relevant Owners in such way as the Manager may (but subject to the prior written approval of the Owner's Committee or the Owners' Corporation) think fit and the modified budget and the modified manner of sharing the Management Expenses shall be binding (save for manifest error) on all Owners and provided always that the Manager's determination of the amount of contribution payable by each Owner as aforesaid shall (in the absence of manifest error) be conclusive and binding on all Owners.

6.4.3 Each Owner shall pay in full a due proportion of the cost and expenses mentioned in Clause 6.4.1 (being the Management Expenses) and Clause 6.3.1 (being the Manager's Remuneration) whether or not his Unit is occupied. No Owner shall be called upon to pay more than his appropriate share of the Management Expenses having regard to the number of Management Shares allocated to the Units. The First Owner shall pay all Management Expenses for the Units unsold Provided that no Management Expenses shall be payable in respect of those Undivided Shares allocated to such part of the Development the construction of which has not been completed except to the extent that such uncompleted part benefits from the provisions of this Deed as to management and maintenance of the Development. The Manager or the Owners' Corporation shall not be liable to pay the Management Expenses in respect of the Common Parts Undivided Shares held by them pursuant to this Deed.

- (a) The Owner of each Unit shall pay to the Manager monthly in advance the Management Fee calculated by reference to Clauses 6.3.1 and 6.4.2 hereof PROVIDED THAT if the total contributions receivable as aforesaid by the Manager shall be insufficient to meet the Management Expenses by reason of any further Management Expenses whether incurred or to be incurred over and above the budgeted Management Expenses, such deficiency shall be carried forward to and recouped by adjusting the annual budget and the Management Fee for the next financial year PROVIDED ALWAYS that the Manager may demand from each

Owner on giving not less than one (1) calendar month's prior notice in writing the additional monthly contribution payable by each Owner as determined by the Manager pursuant to the provisions of this Deed PROVIDED THAT :- (i) such demand shall not be made more than once for every financial year for the purpose of management of the Land and the Development; (ii) in exceptional circumstances it may be recovered by special contribution in one lump sum as the Manager shall deem fit to meet the said further Management Expenses including its remuneration due thereon; and (iii) all demands to be made by the Manager pursuant to this Clause 6.4.3(a) must be made by reference to a revised annual management budget which has followed the same procedures as applicable to the draft budget and budget and such said procedures as applicable to the draft budget and budget are as follows:-

- (1) Subject to subparagraphs (3), (5), (6) and (8) under this Clause 6.4.3(a), the total amount of management expenses payable by the Owners during any period of 12 months adopted by the Manager of the Development as the financial year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with subparagraph (2) under this Clause 6.4.3(a).
- (2) In respect of each financial year, the Manager shall-
  - (a) prepare a draft budget setting out the proposed expenditure during the financial year;
  - (b) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days;
  - (c) 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;
  - (d) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year;
  - (e) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (3) Where, in respect of a financial year, the Manager has not complied with

subparagraph (2) under this Clause 6.4.3(a) before the start of that financial year, the total amount of the management expenses for that year shall-

- (a) until he has so complied, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year;
- (b) when he has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.

(4) Where a budget has been sent or displayed in accordance with subparagraph (2)(e) under this Clause 6.4.3(a) and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised budget as apply to the draft budget and budget by virtue of subparagraph (2) under this Clause 6.4.3(a).

(5) Where a revised budget is sent or displayed in accordance with subparagraph (4) under this Clause 6.4.3(a), the total amount of the management expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.

(6) 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 subparagraph (2) or (4) under this Clause 6.4.3(a), 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 subparagraph (2) or (4) under this Clause 6.4.3(a) and is not so rejected under this subparagraph, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.

(7) 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.

(8) For the purposes of this Clause 6.4.3(a), "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.

- (b) If there should be any surplus after payment of all the costs, charges and expenses then the surplus shall be credited to the General Fund and be applied towards the Management Expenses of the Land and the Development for the next following financial year and in such manner as the Manager may decide.

- (c) The Manager must not charge the Owner concerned any fee other than a reasonable administrative fee for issuing any consent required from the Manager pursuant to this Deed (which consent must not be unreasonably withheld) PROVIDED THAT such fee shall be held by the Manager for the benefit of all Owners and must be credited to the Special Fund.

6.4.4 The Manager shall from time to time notify each Owner in writing in the manner hereinafter mentioned of the amount of the Management Fee estimated as aforesaid and such amount shall be payable by each Owner monthly in advance from the commencement of the calendar month immediately following the date of notification.

6.4.5 In the event of the Manager acquiring Undivided Shares in the Land and the Development pursuant to SECTION VII hereof references to "Owners" in this Sub-Section D of SECTION VI shall be deemed to exclude the Manager.

E. Security for and Recovery of Moneys Due to the Manager

6.5.1 (a) Except where the First Owner has made payments in accordance with sub-clause (b) of this Clause 6.5.1, the first person who becomes the Owner of each Unit shall upon completion of assignment of his Unit (whereby he has become the Owner of his Unit):-

- (i) pay to the Manager a deposit referred to in Clause 6.5.2 hereof ("the Management Deposit") as security against his liabilities under this Deed Provided Always that no Owner may refuse to pay any money payable by him under this Deed or any part thereof by claiming any set off against the Management Deposit Provided Further that in the case of change of ownership of any Unit, the Management Deposit in respect of such Unit shall be transferred to the account of the new Owner and the previous Owner shall have no claim for any refund;
- (ii) pay to the Manager such sum not exceeding 2 calendar months' Management Fee in respect of his Unit as payment in advance of the Management Fee;
- (iii) pay to the Manager 2 calendar months' Management Fee in respect of his Unit as his initial contribution to the Special Fund;

- (iv) for each Owner of a Residential Unit, pay to the Manager such sum not exceeding 1 calendar month's Management Fee in respect of his Residential Unit as debris removal fee; and
- (v) pay to the Manager the whole or a due proportion (being the same proportion as the number of Management Shares allocated to the Unit of which he is the Owner bears to the total number of Management Shares of all Units in the Development) of all water meter deposits and electricity deposits and all utility and other deposits which have already been paid in respect of the Units and/or in respect of the General Common Areas and the General Common Facilities.

Provided that :-

- (1) the funds and fees referred to in sub-clauses (iii) and (iv) above shall be non-refundable and non-transferable in the case of change of ownership of any Unit;
  - (2) the deposits referred to in sub-clause (v) above shall be non-refundable, but transferable in the case of change of ownership of any Unit;
  - (3) any debris removal fee not used for debris removal shall be paid into the residential part of the Special Fund and shall be applied for the sole benefit of the Residential Unit Owners;
  - (4) the debris removal fees shall be applied towards payment of debris removal charges incurred in respect of Residential Units; and
- (b) The First Owner shall pay the Management Deposit, the initial contribution to the Special Fund and the debris removal fee if it remains the Owner of those Undivided Shares allocated to Units in that part of the Development the construction of which has been completed and which remain unsold 3 calendar months after (i) execution of this Deed or (ii) the date when it is in a position validly to assign those Undivided Shares (ie. when the relevant consent to assign or certificate of compliance has been issued), whichever is the later. In the event the First Owner shall assign such Units to new Owners, the Management Deposit paid hereunder shall be transferred to the account of the new Owners of such Units in the

manner as provided in Clause 6.5.1(a) (i). All outgoings including Management Expense and Government rent in respect of all Units held by the First Owner up to and inclusive of the date of the relevant assignment(s) of the relevant Unit(s) by the First Owner shall be paid by the First Owner. No Owner shall be required to make any payment or reimburse the First Owner for such outgoings.

- (c) Without prejudice to the requirement of making initial contribution to the Special Fund as provided in Clause 6.5.1(a) and (b) above, each Owner also covenants with the other Owners to make further periodic contributions to the Special Fund and the amount to be contributed in each financial year and the time when those further periodic contributions will be payable will be determined by a resolution of Owners at an Owners' meeting convened under this Deed.

6.5.2 The Manager shall be entitled from time to time at its reasonable discretion to demand and each Owner shall pay to the Manager such amount on demand for the purpose of maintaining the Management Deposit in respect of his Unit at a level equal to 3 calendar months' Management Fee for the time being payable in respect of the Unit held by such Owner Provided That the amount of the Management Deposit of a Unit shall be no more than 25% of any subsequent current year's budgeted Management Expenses for such Unit.

6.5.3 If any of the Owners shall fail to pay the Management Fee and/or to pay any sum payable under this Deed within thirty (30) days of demand, then the Manager shall be entitled to do any or all of the following, namely :

- (a) to forbid such defaulting Owner, his tenants, lessees, employees, licensees and visitors the use of the management services provided by the Manager provided that notwithstanding anything contained in this Deed or any relevant Sub-Deed of Mutual Covenant to the contrary, no provision of this Deed or any Sub-Deed of Mutual Covenant shall operate to empower, or shall be construed to have the effect of empowering, any person (including the Manager) to interrupt the supply of electricity, water, gas, telecommunications or other utilities to any Unit or to prevent access to the Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any other provisions under this Deed;
- (b) to recover from the defaulting Owner who fails to pay sums due under the provisions of this Deed within 30 days of demand interest on the defaulted amount at the rate not exceeding 2% per annum above the prime rate from time to time

quoted by The Hongkong and Shanghai Banking Corporation Limited from the date on which the same become due and payable until the date of payment (such interest when collected shall be credited to the Special Fund);

- (c) to recover from the defaulting Owner who fails to pay sums due under the provisions of this Deed within 30 days of demand a collection charge not exceeding 10% of the defaulted amount to cover the costs (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default which said collection charge when collected shall be credited to the Special Fund;
- (d) to recover the defaulted sum and all sums payable under this Clause by civil action;
- (e) to recover from the defaulting Owner all legal costs relating to the recovery of the defaulted sum and all sums payable under this Clause on a solicitor and own client basis;
- (f) to register a charge against the Undivided Shares of the defaulting Owner and the Unit held therewith, such charge shall remain valid and enforceable notwithstanding that judgement has been obtained for the amount thereof unless and until such judgement has been satisfied; and
- (g) to enforce the said charge by legal action for obtaining an order for the sale of the Undivided Shares of the defaulting Owner and the Unit held therewith.

#### F. Financial Year

6.6 The first financial year shall commence from the date of this Deed and shall end on the 31st day of December of that year and thereafter the subsequent financial year shall commence on the 1st day of January of the following year and shall end on the 31st day of December of that year PROVIDED THAT if the first financial year is less than a period of one year, the first financial year shall run from the date of this Deed until the 31st day of December in the next following year.

#### G. Management Accounts

6.7 (a) The Manager shall keep accounts in accordance with the following:-

- (1) 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 6 years.
- (2) Within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (3) Within 2 months after the end of each financial year, the Manager shall 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 Development, and cause it to remain so displayed for at least 7 consecutive days.
- (4) Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.
- (5) The Manager shall-
  - (a) permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet; and
  - (b) on payment of a reasonable copying charge, supply any owner with a copy of any record or document requested by him.
- (6) 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-
  - (a) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
  - (b) on payment of a reasonable copying charge, supply any owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.
- (7) The financial year may not be changed more than once in every 5 years, unless that change is previously approved by a resolution of the Owners' Committee (if any).

- (b) Prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed must have power to require the annual accounts to be audited by an independent auditor of their choice.

H. Management by Owners' Corporation

6.8.1 The management of the Land and the Development shall be given free of costs or consideration to the Owners' Corporation at its request when it is formed pursuant to the Building Management Ordinance (Cap. 344). When the Owners' Corporation is formed, the general meeting of Owners' Corporation convened under the Building Management Ordinance (Cap. 344) shall take the place of the meeting of Owners under this Deed and the management committee of the Owners' Corporation shall take the place of the Owners' Committee under this Deed.

6.8.2 (a) The Owners' Corporation may, in its capacity as the Manager, appoint any professional management company to be its professional management agent on such terms and conditions to be agreed to manage the Land and the Development as its agent and on its behalf in accordance with this Deed.

- (b) The Owners' Corporation may also appoint any professional management company to act as the Manager in its place and stead on such terms and conditions to be agreed between the Owners' Corporation and such professional management company subject to the relevant provisions of this Deed and the Building Management Ordinance (Cap. 344).

## **SECTION VII**

### **EXTINGUISHMENT OF RIGHTS UNDER THIS DEED**

7.1.1 In the event of the Development or any part or parts thereof being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for use or habitation or occupation, the Owners of not less than 75% of the Undivided Shares allocated to such part or parts of the Development that has been damaged (excluding the relevant Common Parts Undivided Shares allocated to the common areas of such part or parts of the Development) may convene a meeting and decide by a resolution of not less than 75% of those present at the meeting that by reason of insufficiency of insurance moneys, changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate and rebuild such part or parts of the Development then in such event the Undivided Shares in the Land and the Development representing such part or parts shall be acquired by the Manager and the Owners (excluding the Owner of the Common Parts Undivided Shares) of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction and to distribute the net proceeds of sale amongst the Owners (excluding the Owner of the Common Parts Undivided Shares) of such Undivided Shares in proportion to the respective Undivided Shares previously held by such former Owners (except the Manager) bears to the total number of Undivided Shares of the part or parts of the Development in question (less the relevant Common Parts Undivided Share(s) allocated to the General Common Areas of such part or parts of the Development). All insurance moneys received in respect of any policy of insurance on such part or parts of the Development shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of such part or parts of the Development Provided Always that if it is resolved to reinstate or rebuild such part or parts of the Development each Owner (excluding the Owner of the Common Parts Undivided Shares) of such part or parts shall pay the excess of the costs of reinstatement or rebuilding of such part or parts over and above the proceeds from the insurance of such part or parts in proportion to the respective number of Undivided Shares held by him bears to the total number of Undivided Shares of the part or parts of the Development in question (less the relevant Common Parts Undivided Share(s) allocated to the General Common Areas of such part or parts of the Development) and that until such payment the same shall be a charge upon his interest in the Land and the Development and be recovered as a civil debt. The resolution as referred to under this Clause 7.1.1 is to be binding upon all the Owners of such damaged part(s) of the Development.

7.1.2 The following provisions shall apply to a meeting convened by the Owners as

provided in Clause 7.1.1 hereof :-

- (a) Every such meeting shall be convened by notice served by the person or persons convening the meeting upon each Owner at least fourteen (14) days before the date of the meeting, and that notice shall specify the place, date and time 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 (ii) by post addressed to the Owner at his last known address or (iii) by leaving the notice at the part of the Development owned by the Owner or depositing the notice in his letter box;
- (b) No business shall be transacted at any meeting unless a quorum is present. A quorum shall consist of the Owners (excluding the Owner of the Common Parts Undivided Shares) present in person or by proxy in whom not less than seventy five per cent (75%) of the total number of Undivided Shares of the part or parts of the Development in question (but excluding the relevant Common Parts Undivided Share(s) allocated to the General Common Areas of such part or parts of the Development) are vested;
- (c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned and in such event the notice requirement as stipulated under Clause 7.1.2(a) shall be observed and complied with for the purpose of convening such adjourned meeting;
- (d) The chairman of the Owners' Committee shall preside over at every such meeting or, in his absence, the Owners then present shall choose one of the Owners to be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner (excluding the Owner of the Common Parts Undivided Shares) shall have one vote for each Undivided Share allocated to the part of the Development vested in him and in the case of Owners who together are entitled to one such Undivided Share, the vote in respect of that Undivided Share may be cast (i) by a proxy jointly appointed by such co-Owners; (ii) by a person appointed by the co-Owners from amongst themselves; or (iii) if no appointment has been made under Clause 7.1.2(f)(i) or 7.1.2(f)(ii), then either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners; and, in the case of any

meeting where 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;

- (g) an Owner may cast a vote personally or by proxy;
- (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-
  - (1) shall be signed by the Owner; or
  - (2) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.

The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened by the Owners as provided in Clause 7.1.1 hereof, the person convening the meeting at least 48 hours before the time for the holding of the meeting.

A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

- (i) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of the Owners (excluding the Owner of the Common Parts Undivided Shares) present in person and voting shall be binding on all the Owners of the relevant part or parts of the Development PROVIDED as follows :-
  - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
  - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid; and
  - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed or any relevant Sub-Deed of Mutual Covenant;

PROVIDED ALWAYS THAT no right to vote shall attach to the Common Parts Undivided Shares and such Shares shall not be counted for the purposes of sub-clauses (b) and (i) of this Clause 7.1.2.

## SECTION VIII

### MEETINGS OF THE OWNERS AND THE OWNERS' COMMITTEE

#### A. Meetings of Owners of the Development

8.1.1 The Manager shall as soon as possible but not later than nine (9) calendar months from the date of this Deed convene the first meeting of Owners (and to call further and subsequent meetings if required), which meeting shall appoint a chairman and the committee of Owners or shall appoint a management committee for the purpose of forming the Owners' Corporation under the Building Management Ordinance (Cap. 344). The following provisions shall apply to any Owners' meeting, namely:-

- (a) A meeting of Owners shall be convened and conducted in accordance with the following:-
  - (1) A meeting of Owners may be convened by-
    - (a) the Owners' Committee;
    - (b) the Manager; or
    - (c) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the undivided shares in aggregate.
  - (2) The person convening the meeting of Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner.
  - (3) The notice of meeting referred to in subparagraph (2) under this Clause 8.1.1(a) shall specify-
    - (a) the date, time and place of the meeting; and
    - (b) the resolutions (if any) that are to be proposed at the meeting.
  - (4) The notice of meeting referred to in subparagraph (2) under this Clause 8.1.1(a) may be given-
    - (a) by delivering it personally to the Owner;
    - (b) by sending it by post to the Owner at his last known address; or
    - (c) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
  - (5) The quorum at a meeting of Owners shall be 10% of the Owners.

- (6) For the purposes of subparagraph (5) under this Clause 8.1.1(a), the reference in that paragraph to "10% of the Owners" shall-
- (a) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of undivided shares into which the Development is divided; and
  - (b) not be construed as the Owners of 10% of the undivided shares in aggregate.
- (7) A meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under subparagraph 1(b) or (c) under this Clause 8.1.1(a), the person convening the meeting.
- (8) At a meeting of Owners-
- (a) an Owner shall have one vote in respect of each share he owns;
  - (b) an Owner may cast a vote personally or by proxy;
  - (c) where 2 or more persons are the co-owners of an undivided share, the vote in respect of the undivided share may be cast—
    - (i) by a proxy jointly appointed by the co-owners;
    - (ii) by a person appointed by the co-owners from amongst themselves; or
    - (iii) if no appointment is made under sub-subparagraph (i) or (ii) of this subparagraph (c), either by one of the co-owners personally or by a proxy appointed by one of the co-owners;
  - (ca) where 2 or more persons are the co-owners of an undivided share and more than one of the co-owners seeks to cast a vote in respect of the undivided share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that undivided share in the register kept at the Land Registry shall be treated as valid; and
  - (d) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (9.1) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Cap. 344), and-
- (a) shall be signed by the Owner; or
  - (b) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (9.2) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under subparagraph 1(b) or

(c) under this Clause 8.1.1(a), the person convening the meeting at least 48 hours before the time for the holding of the meeting.

(9.3) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

(10) The procedure at a meeting of Owners shall be as is determined by the Owners.

(b) for the avoidance of doubt and notwithstanding anything to the contrary herein contained, no right to vote shall attach to the Common Parts Undivided Shares or such shares allocated to any additional General Common Areas from time to time; and

(c) an annual general meeting of the Owners shall be held every year for the purposes of considering and resolving on matters which this Deed requires to be approved or decided by the annual general meeting of the Owners. The first of such annual general meeting shall be held within 12 calendar months after the first meeting of the Owners and annual general meetings for each ensuing year shall be held within 12 calendar months from the previous annual general meeting.

8.1.2 (a) (i) Any Owners' Committee formed under this Deed shall consist of not more than five (5) members elected in an Owners' meeting convened under this Deed to represent the Owners in all matters concerning the management of the Land and the Development, undertaking other functions conferred on the Owners' Committee by this Deed, and in particular, to communicate with the Manager on behalf of the Owners and to consider such matters required to be approved or decided by the Owners' Committee under this Deed. The Owners' Committee shall be made up of not more than five (5) members, consisting of at least four (4) Owners of Residential Units and one (1) Owner of the Parking Spaces Provided That if no representative is appointed by the Owner of the Parking Spaces, the Owners' Committee consisting of solely Owners of Residential Units may still be validly formed.

(ii) A chairman of the Owners' Committee shall be elected in the Owners' meeting convened under this Deed by the Owners present.

(iii) A vice-chairman, a secretary and such other officers (if any) as the Owners' Committee may from time to time determine shall be elected by the Owners'

Committee members in a meeting of the Owners' Committee.

- (b) Any Owner and any representative appointed by an Owner in the event of such Owner being a corporate body shall be eligible for election to the Owners' Committee. The appointment of a representative by a corporate Owner shall be in writing addressed to the Owners' Committee and such appointment may be revoked at any time by notice in writing given to the Owners' Committee.
- (c) No person shall be appointed as a member of the Owners' Committee who :-
  - (i) has been declared bankrupt or insolvent; or
  - (ii) has been convicted of a criminal offence other than a summary offence not involving dishonesty; or
  - (iii) has entered into composition with his creditors.
- (d) An Owners' Committee shall be appointed for a term of two (2) year and its members shall hold office until a new Owners' Committee is appointed and in the event of no new Owners' Committee is appointed for whatever reasons after the said term of two (2) year, the members of the existing Owners' Committee shall continue to act until a new Owners' Committee is appointed Provided Always that a member shall cease to hold office if :-
  - (i) he ceases to be an Owner;
  - (ii) he becomes disqualified for appointment as a member of an Owners' Committee under Clause 8.1.2(c) hereof;
  - (iii) he resigns from the office by notice in writing given to the Owners' Committee;
  - (iv) he is removed by a resolution passed at an Owners' meeting convened under this Deed; or
  - (v) he has become incapacitated by mental illness.
- (e) Retiring members of the Owners' Committee shall be eligible for re-election.

- (f) The Owners' Committee may continue to act notwithstanding any vacancies in their number Provided That the number is not reduced below 2. In the event that the number is reduced below 2, the remaining members of the Owners' Committee may act but only for the purpose of convening an Owners' meeting under this Deed for purpose of electing eligible persons to be members of the Owners' Committee.
  
- (g) A meeting of the Owners' Committee shall be convened and conducted in accordance with the following provisions:
  - (1) A meeting of the owners' committee may be convened at any time by the chairman or any 2 members of the owners' committee.
  - (2) 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.
  - (2A) The notice of meeting referred to in subparagraph (2) under this Clause 8.1.2(g) shall specify-
    - (a) the date, time and place of the meeting; and
    - (b) the resolutions (if any) that are to be proposed at the meeting.
  - (3) The notice of meeting referred to in paragraph 2 may be given-
    - (a) by delivering it personally to the member of the owners' committee; or
    - (b) by sending it by post to the member of the owners' committee at his last known address; or
    - (c) by leaving it at the member's Unit or depositing it in the letter box for that Unit.
  - (4) The quorum at a meeting of the owners' committee shall be 50% of the members of the owners' committee (round up to the nearest whole number) or 3 such members, whichever is the greater.
  - (5) 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.
  - (6) At a meeting of the owners' committee, each member present shall have 1 vote on a question before the committee and if there is an equality of votes the

chairman shall have, in addition to a deliberative vote, a casting vote.

- (7) The procedure at meetings of the owners' committee shall be as is determined by the owners' committee.

8.1.3 No member of the Owners' Committee, acting in good faith and in a reasonable manner, shall be personally liable for any act done or default made by or on behalf of the Owners' Committee:-

- (a) in the exercise or purported exercise of the powers conferred by this Deed or the Building Management Ordinance (Cap. 344) on the Owners' Committee; or
- (b) in the performance or purported performance of the duties imposed by this Deed or the Building Management Ordinance (Cap. 344) on the Owners' Committee.

8.1.4 On the formation of the Owner's Corporation, the provisions contained in Schedule 2 to the Building Management Ordinance (Cap. 344) shall apply in respect of all meetings and resolutions of the management committee which shall take the place of the Owners' Committee formed under this Deed, and the provisions contained in Schedule 3 to the Building Management Ordinance (Cap. 344) shall apply to all general meetings of the Owners' Corporation which shall take the place of the Owners' meetings convened under this Deed.

8.1.5 The management committee (if any) appointed under this Deed or the Building Management Ordinance (Cap. 344) shall within 28 days of its appointment apply to the Land Registrar for the registration of the Owners as an Owners' Corporation.

## **SECTION IX**

### **WORKS AND INSTALLATIONS**

9.1.1 It is provided in the Land and the Development the Works and Installations, which require regular maintenance on a recurrent basis. The Works and Installations include (but not limited to) the following items :-

- (a) structural elements;
- (b) External Walls finishes and roofing materials;
- (c) fire safety elements;
- (d) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system;
- (k) window installations;
- (l) curtain wall elements;
- (m) central air-conditioning system;
- (n) central ventilation system; and
- (o) Slopes and Retaining Walls

9.1.2 The First Owner shall at its own costs compile for the reference of the Owners and the Manager a Maintenance Manual 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;
- (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;
- (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.

9.1.3 The First Owner shall at its own costs deposit a full copy of the Maintenance Manual for the Works and Installations in the management office of the Development within one month after the date hereof and the Manager shall keep the same available for inspection by the Owners free of charge during normal office hours and taking copies by any Owner at his request and on payment of such reasonable charge as the Manager may fix. The Manager shall credit all charges so received to the Special Fund. All cost incidental to the preparation of the schedule set out in Clause 9.1.1 hereof and the Maintenance Manual for the Works and Installations will be borne by the First Owner.

- 9.1.4
- (a) The Manager shall on behalf of and at the cost and expense of the Owners inspect, maintain and carry out all necessary works for the General Common Areas and the General Common Facilities including those part or parts of the Works and Installations forming part of the General Common Areas and/or the General Common Facilities.
  - (b) The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the Units including those part or parts of the Works and Installations forming part of their Units and the maintenance of which is not liability of the Manager under the provisions of this Deed.

- 9.1.5
- (a) The Owners may, by a resolution of Owners passed at an Owners' meeting convened under this Deed, make, amend and revise the schedule set out in Clause 9.1.1 hereof and the Maintenance Manual for the Works and Installations or any part thereof as the Owners shall deem fit, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised Maintenance Manual for the Works and Installations within such time as may be prescribed by the said Owners' resolution.
  - (b) All costs of and incidental to the preparation of the revised schedule and the revised Maintenance Manual for the Works and Installations will be paid out of the Special Fund.
  - (c) The Manager shall deposit the revised Maintenance Manual for the Works and

Installations in the management office of the Development within one month after the date of its preparation for inspection by the Owners free of charge during normal office hours and taking copies by any Owner at his request and on payment of such reasonable charge as the Manager may fix. The Manager shall credit all charges so received to the Special Fund.

## **SECTION X**

### **MISCELLANEOUS**

10.1.1 Subject to the provisions of the Building Management Ordinance (Cap. 344), in any civil action initiated or defended by the Manager under the powers given in this Deed, the Manager shall conclusively be deemed to be acting as the agent for and on behalf of all Owners other than the Owner (if any) against whom the action is being initiated or defended and no Owner shall raise or be entitled to raise any defence of want of authority or make any objection to the right of the Manager to initiate or defend such action.

10.1.2 The Manager shall keep at the management office of the Development DMC Plans certified as to their accuracy by or on behalf of the Authorized Person including any subsequent amendment thereto showing the General Common Areas for inspection by the Owners free of costs and charge during normal office hours.

10.1.3 The First Owner shall deposit at the management office of the Development a full set of the Maintenance Manual for the Slopes within one (1) month after the date hereof and the Manager shall keep the same available for inspection by the Owners free of charge during normal office hours and for the taking of copies by any Owner at his request and on payment of such reasonable charges as the Manager may at his discretion fix. The Manager shall credit all the copying charges to the Special Fund.

10.1.4 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 management office for reference by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

10.1.5 All Owners of the Development not occupying or in physical possession of their Units must provide the Manager with an address within the jurisdiction of the Hong Kong Special Administrative Region for service of notices under the terms of this Deed.

10.1.6 Within one (1) month after the date hereof, the First Owner shall at its own costs and expenses provide and keep at the management office of the Development a copy of this Deed and a Chinese translation of this Deed, and the Manager shall ensure that it is available for inspection at the management office of the Development by all Owners free of costs during normal office hours and for the taking of copies by any Owner at his request and on payment of

such reasonable charges as the Manager may at his discretion fix. In case of any differences or dispute, the English version of this Deed (being the version approved by the Director of Lands) shall prevail. The Manager shall credit all the copying charges to the Special Fund.

10.1.7 Subject to Section VII hereof, the rights, privileges, obligations and covenants herein contained shall be binding on the Owners and their respective executors, administrators, successors in title, assigns and mortgagees or chargees in possession or those who have foreclosed and the covenants herein contained and the interest herein both as to the benefit and burden of such covenants shall run with the Land. The Conveyancing and Property Ordinance (Cap. 219) shall apply to this Deed Provided That no Owner shall be bound after ceasing to own any part or share of and in the Land and the Development or any interest therein save and except in respect of any matter arising previously to his ceasing to own such part or share or interest therein.

10.1.8 Save as herein expressly provided, all notices in writing required to be given hereunder shall be sufficiently given to or served on an Owner if a copy of such notice is given by delivering it personally to him or it is sent by post to the Owner at his last known address or it is left at his Unit or deposited in the letter box for his Unit.

10.1.9 Save and except such notice to the Manager required for termination of its appointment, all notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or by hand delivered to the management office of the Development or such other address as may be notified by the Manager from time to time or by leaving at the address of the registered office of the Manager.

10.1.10 No provision contained in this Deed shall contradict, overrule or fail to comply with the provisions of the Building Management Ordinance (Cap. 344) and the Schedules thereto.

10.1.11 Notwithstanding anything contained in this Deed to the contrary but for the avoidance of doubt, the Common Parts Undivided Shares shall not carry any voting rights or liability to pay charges under this Deed, the Building Management Ordinance (Cap. 344) or otherwise nor shall the Common Parts Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.

10.1.12 No provision contained in this Deed shall conflict with or in breach of the Conditions.

10.1.13 Where under this Deed any matter is stated to require the approval by the Owners' Committee or Owners' Corporation and no Owners' Committee or Owners' Corporation has been formed, the approval by a resolution of the Owners at an Owners' meeting convened under this Deed shall be obtained.

IN WITNESS whereof the First Owner, the Second Owner and the Manager hereto have caused this Deed to be duly executed the day and year first above written.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
Allocation of Undivided Shares of and in the Land and the Development

(A1) Allocation of Undivided Shares

Residential Units

Tower 1

Residential Unit Undivided Shares for each Residential Unit Floor	A	B	C	D
19 <sup>th</sup>	169 <sup>#%</sup>	152 <sup>#%</sup>	--	--
18 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
17 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
16 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
15 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
12 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
11 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
10 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
9 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
8 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
7 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
6 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
5 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
3 <sup>rd</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
2 <sup>nd</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
1 <sup>st</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
Ground	115 <sup>#%</sup>	74 <sup>%</sup>	74 <sup>%</sup>	81 <sup>#%</sup>

Sub-Total of Undivided Shares for Tower 1: **5810**

Tower 2

Residential Unit Undivided Shares for each Residential Unit Floor	A	B	C	D	E	F	G	H	J	K
19 <sup>th</sup>	185%	99%	96 <sup>*%</sup>	92%	92 <sup>*%</sup>	--	--	--	--	--
18 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
17 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
16 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
15 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
12 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
11 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
10 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
9 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
8 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
7 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
6 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
5 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
3 <sup>rd</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
2 <sup>nd</sup>	89%	89%	66 <sup>*#</sup>	62%	63%	66 <sup>#%</sup>	63%	63%	50%	49%

Sub-Total of Undivided Shares for Tower 2: **10103**

Tower 3A

Residential Unit Undivided Shares for each Residential Unit Floor	A	B	C	D	E	F	G
19 <sup>th</sup>	106%	--	78 <sup>*#%</sup>	68 <sup>*#%</sup>	50 <sup>*#%</sup>	49 <sup>*#%</sup>	49 <sup>*#%</sup>
18 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
17 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
16 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
15 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
12 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
11 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
10 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
9 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
8 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
7 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
6 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
5 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
3 <sup>rd</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
2 <sup>nd</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
1 <sup>st</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
Ground	73%	65%	75 <sup>#%</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>

Sub-Total of Undivided Shares for Tower 3A: **6995**

Tower 3B

Residential Unit Undivided Shares for each Residential Unit  Floor	A	B	C	D	E	F
19 <sup>th</sup>	107%	107%	--	49 <sup>*#%</sup>	49 <sup>*#%</sup>	49 <sup>*#%</sup>
18 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
17 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
16 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
15 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
12 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
11 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
10 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
9 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
8 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
7 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
6 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
5 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
3 <sup>rd</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
2 <sup>nd</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
1 <sup>st</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
Ground	66%	65%	65%	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>

Sub-Total of Undivided Shares for Tower 3B: **5690**

Tower 3C

Residential Unit Undivided Shares for each Residential Unit Floor	A	B	C	D	E	F
19 <sup>th</sup>	97%	--	48*#%	50*#%	51*#%	--
18 <sup>th</sup>	65*#	65*#	46*#	46*#	46*#	56*#
17 <sup>th</sup>	65*#	65*#	46*#	46*#	46*#	56*#
16 <sup>th</sup>	65*#	65*#	46*#	46*#	46*#	56*#
15 <sup>th</sup>	65*#	65*#	46*#	46*#	46*#	56*#
12 <sup>th</sup>	65*#	65*#	46*#	46*#	46*#	56*#
11 <sup>th</sup>	65*#	65*#	46*#	46*#	46*#	56*#
10 <sup>th</sup>	65*#	65*#	46*#	46*#	46*#	56*#
9 <sup>th</sup>	65*#	65*#	46*#	46*#	46*#	56*#
8 <sup>th</sup>	65*#	65*#	46*#	46*#	46*#	56*#
7 <sup>th</sup>	65*#	65*#	46*#	46*#	46*#	56*#
6 <sup>th</sup>	65*#	65*#	46*#	46*#	46*#	56*#
5 <sup>th</sup>	65*#	65*#	46*#	46*#	46*#	56*#
3 <sup>rd</sup>	65*#	65*#	46*#	46*#	46*#	56*#
2 <sup>nd</sup>	65*#	65*#	46*#	46*#	46*#	57*#%
1 <sup>st</sup>	66*#	65*#	46*#	46*#	49*#	--
Ground	66%	66%	46*#	46*#	49*#	--

Sub-Total of Undivided Shares for Tower 3C: **5328**

Residential Parking Spaces	
Nos. of Undivided Shares for each Residential Parking Space:	13
Nos. of Residential Parking Spaces:	193
Sub-total :	<u>2509</u>
Motor Cycle Parking Spaces	
Nos. of Undivided Shares for each Motor Cycle Parking Space:	3
Nos. of Motor Cycle Parking Spaces:	6
Sub-total :	<u>18</u>
General Common Areas and General Common Facilities:	<u>100</u>

(A2) Summary of Undivided Shares Allocation

Residential Units:	33926	Nos. of Shares
Residential Parking Spaces:	2509	Nos. of Shares
Motor Cycle Parking Spaces:	18	Nos. of Shares
General Common Areas and General Common Facilities:	100	Nos. of Shares
<b>Total:</b>	<b><u>36553</u></b>	<b><u>Nos. of Shares</u></b>

- Note:** (1) There is no designation of Floor Nos. 4/F, 13/F and 14/F in the Development.  
(2) There is no designation of Residential Unit I in Tower 2 of the Development.  
(3) There is no designation of Residential Unit B on 19<sup>th</sup> Floor in Tower 3A of the Development.  
(4) There is no designation of Residential Unit C on 19<sup>th</sup> Floor of Tower 3B of the Development.  
(5) There is no designation of Residential Unit B on 19<sup>th</sup> Floor of Tower 3C of the Development.  
(6) Ground Floor and 1<sup>st</sup> Floor in Tower 2 do not comprise any Residential Unit.  
(7) “\*” means including Balcony.  
(8) “#” means including Utility Platform.  
(9) “%” means including Flat Roof.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**Allocation of Management Shares of and in the Land and the Development**

(B1) Allocation of Management Shares

Residential Units

Tower 1

Residential Unit Management Shares for each Residential Unit Floor	A	B	C	D
19 <sup>th</sup>	169 <sup>#%</sup>	152 <sup>#%</sup>	--	--
18 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
17 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
16 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
15 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
12 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
11 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
10 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
9 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
8 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
7 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
6 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
5 <sup>th</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
3 <sup>rd</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
2 <sup>nd</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
1 <sup>st</sup>	115 <sup>*#</sup>	74 <sup>*#</sup>	74 <sup>*#</sup>	80 <sup>*#</sup>
Ground	115 <sup>#%</sup>	74 <sup>%</sup>	74 <sup>%</sup>	81 <sup>#%</sup>

Sub-Total of Management Shares for Tower 1: **5810**

Tower 2

Residential Unit Management Shares for each Residential Unit Floor	A	B	C	D	E	F	G	H	J	K
19 <sup>th</sup>	185%	99%	96 <sup>*%</sup>	92%	92 <sup>*%</sup>	--	--	--	--	--
18 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
17 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
16 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
15 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
12 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
11 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
10 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
9 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
8 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
7 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
6 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
5 <sup>th</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
3 <sup>rd</sup>	94 <sup>*#</sup>	94 <sup>*#</sup>	66 <sup>*#</sup>	64 <sup>*#</sup>	64 <sup>*#</sup>	67 <sup>*#</sup>	64 <sup>*#</sup>	66 <sup>*#</sup>	53 <sup>*#</sup>	51 <sup>*#</sup>
2 <sup>nd</sup>	89%	89%	66 <sup>*#</sup>	62%	63%	66 <sup>#%</sup>	63%	63%	50%	49%

Sub-Total of Management Shares for Tower 2: **10103**

Tower 3A

Management Shares for each Residential Unit	Residential Unit						
	A	B	C	D	E	F	G
Floor							
19 <sup>th</sup>	106%	--	78 <sup>*#%</sup>	68 <sup>*#%</sup>	50 <sup>*#%</sup>	49 <sup>*#%</sup>	49 <sup>*#%</sup>
18 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
17 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
16 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
15 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
12 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
11 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
10 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
9 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
8 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
7 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
6 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
5 <sup>th</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
3 <sup>rd</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
2 <sup>nd</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
1 <sup>st</sup>	73 <sup>*#</sup>	65 <sup>*#</sup>	72 <sup>*#</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
Ground	73%	65%	75 <sup>#%</sup>	63 <sup>*#</sup>	47 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>

Sub-Total of Management Shares for Tower 3A: **6995**

Tower 3B

Residential Unit Management Shares for each Residential Unit Floor	A	B	C	D	E	F
19 <sup>th</sup>	107%	107%	--	49 <sup>*#%</sup>	49 <sup>*#%</sup>	49 <sup>*#%</sup>
18 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
17 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
16 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
15 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
12 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
11 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
10 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
9 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
8 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
7 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
6 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
5 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
3 <sup>rd</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
2 <sup>nd</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
1 <sup>st</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>
Ground	66%	65%	65%	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>

Sub-Total of Management Shares for Tower 3B: **5690**

Tower 3C

Residential Unit Management Shares for each Residential Unit Floor	A	B	C	D	E	F
19 <sup>th</sup>	97%	--	48 <sup>*#%</sup>	50 <sup>*#%</sup>	51 <sup>*#%</sup>	--
18 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	56 <sup>*#</sup>
17 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	56 <sup>*#</sup>
16 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	56 <sup>*#</sup>
15 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	56 <sup>*#</sup>
12 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	56 <sup>*#</sup>
11 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	56 <sup>*#</sup>
10 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	56 <sup>*#</sup>
9 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	56 <sup>*#</sup>
8 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	56 <sup>*#</sup>
7 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	56 <sup>*#</sup>
6 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	56 <sup>*#</sup>
5 <sup>th</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	56 <sup>*#</sup>
3 <sup>rd</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	56 <sup>*#</sup>
2 <sup>nd</sup>	65 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	57 <sup>#%</sup>
1 <sup>st</sup>	66 <sup>*#</sup>	65 <sup>*#</sup>	46 <sup>*#</sup>	46 <sup>*#</sup>	49 <sup>*#</sup>	--
Ground	66%	66%	46 <sup>*#</sup>	46 <sup>*#</sup>	49 <sup>*#</sup>	--

Sub-Total of Management Shares for Tower 3C: **5328**

Residential Parking Spaces	
Nos. of Management Shares for each Residential Parking Space:	13
Nos. of Residential Parking Spaces:	193
Sub-total :	<u>2509</u>
Motor Cycle Parking Spaces	
Nos. of Management Shares for each Motor Cycle Parking Space:	3
Nos. of Motor Cycle Parking Spaces:	6
Sub-total :	<u>18</u>
General Common Areas and General Common Facilities:	<u>0</u>

(B2) Summary of Management Shares Allocation

Residential Units:	33926	Nos. of Shares
Residential Parking Spaces:	2509	Nos. of Shares
Motor Cycle Parking Spaces:	18	Nos. of Shares
General Common Areas and General Common Facilities:	0	Nos. of Shares
	<b><u>Total: 36453</u></b>	<b><u>Nos. of Shares</u></b>

- Note:** (1) There is no designation of Floor Nos. 4/F, 13/F and 14/F in the Development.  
(2) There is no designation of Residential Unit I in Tower 2 of the Development.  
(3) There is no designation of Residential Unit B on 19<sup>th</sup> Floor in Tower 3A of the Development.  
(4) There is no designation of Residential Unit C on 19<sup>th</sup> Floor of Tower 3B of the Development.  
(5) There is no designation of Residential Unit B on 19<sup>th</sup> Floor of Tower 3C of the Development.  
(6) Ground Floor and 1<sup>st</sup> Floor in Tower 2 do not comprise any Residential Unit.  
(7) “\*” means including Balcony.  
(8) “#” means including Utility Platform.  
(9) “%” means including Flat Roof.

SEALED with the Common Seal )  
of the First Owner and SIGNED by )  
)  
)  
)  
)  
whose signature(s) is/are verified by :- )

SIGNED SEALED AND DELIVERED )  
by the Second Owner in the presence )  
of :- )

INTERPRETED to the Second Owner by :-

SEALED with the Common Seal )  
of the Manager and SIGNED by )  
)  
)  
)  
)  
whose signature(s) is/are verified by :- )

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

**BEST WISDOM DEVELOPMENT LIMITED**  
(First Owner)

and

(Second Owner)

and

**SINO ESTATES MANAGEMENT LIMITED**  
(Manager)

\*\*\*\*\*

**DEED OF MUTUAL COVENANT  
AND MANAGEMENT AGREEMENT**

in respect of

**TAI PO TOWN LOT NO. 228**

\*\*\*\*\*

MESSRS. CHU AND LAU  
SOLICITORS AND NOTARIES  
UNIT A, 33RD FLOOR,  
UNITED CENTRE,  
NO.95 QUEENSWAY,  
HONG KONG  
Ref.: CB/92726/YHY/CWC