

Dated the _____ day of _____ 20

PACIFIC GOOD INVESTMENT LIMITED

and

[_____]

and

[_____]

**DEED OF MUTUAL COVENANT AND MANAGEMENT
AGREEMENT**

OF

**THE REMAINING PORTION OF
TUEN MUN TOWN LOT NO. 483 AND
THE EXTENSION THERETO**

MAYER | BROWN
好士打

WKWC/AFK/20655158

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SECTION 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

"Access Road"

means the access road and structures referred to as "Access Road" in Special Condition No. (33)(b) of the Government Grant and forms part of the Development Common Areas and Facilities, which for the purposes of identification only are shown coloured Light Green and edged by Brown Broken Line on the plans annexed hereto;

"Accessible Visitor Parking Space"

means any of the parking spaces as required under Special Condition No. (24)(c)(i) of the Government Grant and are intended for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation;

"Authorized Person"

means Chan Wan Ming of P&T Architects Limited, and any other replacement authorized person for the time being appointed by the First Owner;

"Building Management Ordinance"

means the Building Management Ordinance (Cap. 344);

"Building Plans"

means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under reference no. BD 2/9179/11 and includes any amendment thereto as approved by the Building Authority;

"Bicycle Parking Space"

means any of the parking spaces as required under Special Condition No. (24)(e) of the Government Grant and intended for the parking of bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees;

"Certificate of Compliance"

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

"Club Rules"

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

"Commercial Accommodation"

means the Commercial Accommodation within Phase 1A and the Commercial Accommodation within Phase 2A;

"Commercial Accommodation within Phase 1A"

means such parts of the Development within Phase 1A of the Development constructed or to be constructed for use as shops, commercial, retail or other non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes in accordance with the Building Plans which are (insofar as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Indigo on the DMC Plans;

"Commercial Accommodation within Phase 2A"

means such parts of the Development within Phase 2A of the Development constructed or to

be constructed for use as shops, commercial, retail or other non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes in accordance with the Building Plans;

"Common Areas and Facilities"

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

"Common Areas and Facilities within Phase 1A"

means those parts of the Common Areas and Facilities within Phase 1A;

"Common EV Facilities"

means all such facilities installed or to be installed in the Development for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance (Chapter 374) and parked in the Residential Carpark and such facilities shall include but not limited to such wires, cables, ducts, trunking, electric vehicle chargers, electric meters, base box, socket outlet, locks, covers, protective devices and such other electrical or other installations or otherwise for or in relation to such purpose;

"Consent to Assign"

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

"Curtain Wall"

means the curtain wall forming part of the enclosing wall of the Residential Units and the Residential Accommodation;

"Development"

means the whole of the development constructed or in the course of construction on the Land in accordance with the Government Grant and the Building Plans and known as "[]";

"Development Common Areas and Facilities"

means and includes:-

- (a) in so far as they are within Phase 1A :-
 - (i) other parts of Phase 1A which are intended for common use and benefit of the Development including but not limited to the Access Road, the external walls (excluding those external walls forming part of the Residential Common Areas and Facilities), the emergency vehicular access, passages, entrances, walkways, stairways, landings, platforms, boundary fence walls, lobbies, the space for the loading and unloading of refuse collection vehicles, service areas, driveways, roadways and pavements, ramps, chiller plant rooms, drainage connection, electrical rooms, extra low voltage rooms, emergency generator room, fire services control rooms, fire services water pump rooms, fan rooms, fuel tank rooms, generator rooms, intake shafts, main switch rooms, master water meter rooms, pipe ducts for underground utilities lead-in, refuse collection & material recovery chamber, refuse room, sewage pump room, sprinkler pump rooms, street fire hydrant pump room, telecommunication broadcasting equipment room, town gas kiosks, transformer room, transformer room intake shaft, store rooms, landscaped areas, water features, planters and such of the drains, channels, water mains, sewers, wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Land through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development, trees, shrubs and other

plants and vegetation, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development;

- (ii) to the extent not specifically provided in sub-paragraph (i) above, such other parts of Phase 1A :-
 - (A) covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance; and/or
 - (B) fall within the categories as specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance;

which are (insofar as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Light Green on the DMC Plans; and

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

but excluding:-

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

"DMC Plans"

means the plans certified as to their accuracy by the Authorized Person annexed to this Deed for identifying various parts of the Development (including without limitation the Common Areas and Facilities);

"Fire Safety Management Plan"

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

"First Owner's Premises"

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

"Fixed Glazing"

means the fixed glazing(s) of the Residential Units in Subsequent Phase(s) which are Noise Mitigation Measures;

"Government"

means the Government of Hong Kong;

"Government Grant"

means the Agreement and Conditions of Exchange registered in the Land Registry as New Grant No. 22481 as varied or modified by an Extension Letter dated 6 October 2020 and registered in the Land Registry by Memorial No. 20102001920020 and a Modification Letter dated 6 October 2020 and registered in the Land Registry by Memorial No. 20102001920035, and as the same may be modified, amended, varied or supplemented from time to time;

"Greenery Areas"

means the greenery areas and vertical green in the Development which in so far as they are within Phase 1A are for identification purpose shown coloured Light Orange for the greenery areas and shown edged by Green Broken Line for the vertical green on the DMC Plans;

"Hong Kong"

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

"House Rules"

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

"Kitchen Wall"

means the full height wall having an fire resistance rating of not less than -/30/30 (if any) adjacent to the exit door of a Residential Unit with open kitchen which is respectively shown and coloured Violet on the DMC Plans;

"Landlocked Lots"

shall have the meaning as defined in Special Condition No. (33)(a)(i) of the Government Grant;

"Landscape Master Plan"

means the landscape master plan indicating the location, disposition and layout of the landscaping works for the Land and including any amendments, variation, alteration, modification or substitution thereto approved by the Director of Lands pursuant to Special Condition No. (13) of the Government Grant;

"Land"

means all that piece or parcel of land registered in the Land Registry as The Remaining Portion of Tuen Mun Town Lot No. 483 and The Extension thereto;

"Maintenance Window"

means the maintenance window(s) of the Residential Units in Subsequent Phase(s) which are Noise Mitigation Measures;

"Manager"

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

"Master Layout Plans"

means the Master Layout Plans including any amendments, variation, alteration or modification thereto or substitution thereof referred to under Special Condition No. (7) of the Government Grant;

"Noise Mitigation Measures"

means the noise mitigation measures forming part of the Common Areas and Facilities and the Residential Units in Subsequent Phase(s);

"Non-enclosed Areas"

means collectively:-

- (a) the balconies of the Residential Units which are for the purposes of identification only shown coloured Light Indigo on the DMC Plans and the covered areas

underneath the said balconies which are for the purposes of identification only marked "BALCONY ABOVE" on the DMC Plans; and

- (b) the utility platforms of the Residential Units which are for the purposes of identification only shown coloured Light Yellow on the DMC Plans and the covered areas underneath the said utility platforms which are for the purposes of identification only marked "UTILITY PLATFORM ABOVE" on the DMC Plans;

"Occupation Permit"

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

"Owner"

means each person in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenant in common of any Undivided Share, and (where any Undivided Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such Undivided Share PROVIDED THAT (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share by the provisions of this Deed is exercisable only by the mortgagor and chargor unless the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share;

"Owners' Committee"

means a committee of the Owners of the Development established under the provisions of this Deed;

"Owners' Corporation"

means the corporation of the Owners incorporated under section 8 of the Building Management Ordinance;

"Party Wall"

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

"Phase 1A"

means Phase 1A of the Development as demarcated in the Building Plans comprising Elverum Tower 1 and Elverum Tower 2, podium floors, 824 Residential Units, 114 Residential Car Parking Spaces, 9 Residential Motor Cycle Parking Spaces, the Commercial Accommodation within Phase 1A and the Common Areas and Facilities within Phase 1A which are for the purpose of identification shown coloured Pink on the phasing plans certified as to their accuracy by the Authorized Person and annexed hereto;

"Phase 2A"

means Phase 2A of the Development as demarcated in the Building Plans;

"RCHD"

means residential care home for PWDs as defined in the Residential Care Homes (Persons with Disabilities) Ordinance, (Cap. 613 of the laws of Hong Kong), any regulations made thereunder and any amending or replacing legislation;

"RCHE"

means residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459 of the laws of Hong Kong), any regulations made thereunder and any amending or replacing legislation;

"Recreational Areas and Facilities"

means and includes "the Open Space" as defined in Special Condition No. (14)(a) of the Government Grant, such recreational areas and facilities and other landscaped areas, gardens, planters, lawns and such other recreational areas and facilities as are now constructed or from time to time to be constructed by the First Owner and designed for such purposes as may be

designated by the First Owner;

"Residential Accommodation"

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

"Residential Car Parking Space"

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

"Residential Carpark"

means such spaces or areas provided or to be provided within the Land the use of which is or will be set aside or reserved for the parking of private cars, motor vehicles and motor cycles belonging to the residents of the Development and their bona fide guests, visitors or invitees;

"Residential Carpark Rules"

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

"Residential and Residential Carpark Common Areas and Facilities"

means and includes:-

- (a) in so far as they are within Phase 1A:-
 - (i) all the driveways, passages, corridors, ramps, staircases, permanent artificial lighting at staircases, lifts, lift shafts;
 - (ii) such other areas, apparatus, devices, systems and facilities of and in the Development intended for the common use and benefit of the Owners, occupiers or licensees of the Residential Units, Residential Car Parking Spaces, Residential Motor Cycle Parking Spaces and their bona fide guests, visitors, tenants, servants, agents, licensees or invitees; and
 - (iii) the common parts specified in Schedule 1 to the Building Management Ordinance that are for the common use and benefit of the Owners, occupiers or licensees of the Residential Units, Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces and their bona fide guests, visitors, tenants, servants, agents, licensees or invitees,

which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Orange on the DMC Plans; and

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

but excluding:-

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

"Residential Carpark Common Areas and Facilities"

means and includes:-

- (a) in so far as they are within Phase 1A:-
 - (i) the Common EV Facilities (in so far as the same are within the Residential Carpark Common Areas and Facilities) and such walls or columns on which the Common EV Facilities are installed, all the driveways, passages, corridors, ramps and the backup automatic activated emergency lighting system; and
 - (ii) such other areas, apparatus, devices, systems and facilities of and in the Development intended for the common use and benefit of the Owners, occupiers or licensees of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces and their bona fide guests, visitors, tenants, servants, agents, licensees or invitees;
 - (iii) the common parts specified in Schedule 1 to the Building Management Ordinance that are for the common use and benefit of the Owners, occupiers or licensees of the Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces and their bona fide guests, visitors, tenants, servants, agents, licensees or invitees,

which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Yellow on the DMC Plans; and

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

but excluding:-

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

"Residential Common Areas and Facilities"

means and includes:-

- (a) in so far as they are within Phase 1A :-
 - (i) the Curtain Wall (excluding all windows forming part of the Residential Units), external walls (excluding those external walls forming part of the Development Common Areas and Facilities but including non-structural prefabricated external walls which are for the purposes of identification only shown edged by Blue Dotted Line on the DMC Plans)), aluminium claddings, architectural fins, the Accessible Visitor Parking Spaces, the Bicycle Parking Spaces, the Common EV Facilities (in so far as the same are within the Residential Common Areas and Facilities) and such walls or columns on which the Common EV Facilities are installed, the Greenery Areas, the Recreational Areas and Facilities, the Residential Loading and Unloading Spaces, the Visitor Parking Spaces, the acoustic fins, air-conditioning plant rooms (A/C plant room), covered landscape areas, and such of the passages, common corridors and lift lobbies (including wider common corridors and lift lobbies for the purposes of identification only as shown coloured Red Hatched Black on the DMC Plans annexed hereto),

entrances, landings, halls, entrance lobbies, caretaker rooms, guard houses, horizontal screens/trellis, covered walkway, covered landscape, caretaker counter, caretaker store, caretaker quarter, counter for watchmen, structural walls, stairways, air handling unit rooms, air conditioning platforms (excluding the supporting frames and anchors of air conditioning units), cast-in anchors, cleaning water plant rooms, communal television and radio aerial systems for reception of television and radio broadcast, telecommunications and broadcasting distribution networks, electrical cabinet, electrical ducts, electrical rooms, electrical meter cabinet, electrical meter rooms (E.M.R.), electrical rooms, extra low voltage ducts, emergency generator rooms, fire services & sprinkler pump room, fire services control rooms, fire services pump rooms, fire services riser ducts, fire services water pump and tank rooms, fireman's lift lobbies, fan rooms, filtration plants rooms, flush water pump room, flushing water pump rooms, pipe ducts (P.D.), potable and flushing water pump rooms, refuse storage and material recovery rooms, sprinkler control valve rooms, sprinkler pump rooms, sprinkler pump and water tank rooms, switch rooms, telecommunication broadcasting equipment rooms, lift machine rooms, maintenance catwalk, skylights, telecommunication ducts, transformer rooms, variable refrigerant volume rooms, water meter cabinet, store rooms, common flat roofs, roofs and flat roofs not forming parts of Residential Units, meter rooms and meter spaces and roof thereof and such of the lifts, lift shafts, firemen's lifts, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and the backup automatic activated emergency lighting system;

- (ii) such other areas, apparatus, devices, systems and facilities of and in the Residential Accommodation within Phase 1A intended for the common use and benefit of the Owners, residents or tenants of the Residential Accommodation and their bona fide guests, visitors or invitees; and
- (iii) the common parts specified in Schedule 1 to the Building Management Ordinance that are for the common use and benefit of the Owners, occupiers or licensees of the Residential Units and their bona fide guests, visitors, tenants, servants, agents, licensees or invitees,

which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Red, Red Hatched Black and Red and edged by Indigo Dotted Line on the DMC Plans; and

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

but excluding:-

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

"Residential Loading and Unloading Space"

means any of the loading and unloading spaces as required under Special Condition No. (25)(a)(i) of the Government Grant and intended for the loading and unloading of goods vehicles in connection with the Residential Accommodation or any part thereof, which are for the purposes of identification only shown coloured Red and edged by Indigo Dotted Line on the DMC Plans;

"Residential Motor Cycle Parking Space"

means any of the parking spaces as required under Special Condition No. (24)(d)(i)(I) of the Government Grant and intended for the parking of motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees;

"Residential Tower"

means any of the towers in the Residential Accommodation;

"Residential Unit"

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

"Shuttle Bus Service"

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

"Slope Maintenance Manual"

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

"Slopes and Retaining Walls"

means (if any) any and all slopes, slope treatment works, retaining walls and other structures within or outside the Land as required by the Government Grant to be maintained by the Owners;

"Special Fund"

means a special fund to be set up by the Manager pursuant to the provisions of this Deed for expenditure in relation to the management of the Development of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 to the Building Management Ordinance;

"Sub-Deed"

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

"Subsequent Phase(s)"

means subsequent phase(s) of the Development, including (amongst others) Phase 2A, as demarcated in the Building Plans which are for the purpose of identification shown coloured Grey on the phasing plans certified as to their accuracy by the Authorized Person and annexed hereto;

"Undivided Share"

means an equal undivided part or share of and in the Land and of and in the Development allocated in accordance with the provisions of this Deed or any Sub-Deed(s);

"Unit"

means a Residential Unit, a Residential Car Parking Space, a Residential Motor Cycle Parking Space, the Commercial Accommodation or any part or parts of the Development in respect of which a specific number of Undivided Share is allocated or sub-allocated in accordance with this Deed or any Sub-Deed(s) and is intended for separate and exclusive use, possession and occupation by the Owner thereof save and except the Common Areas and Facilities and shall

have the same definition as "flat" under the Building Management Ordinance;

"Visitor Parking Space"

means any of the parking spaces as required under Special Condition No. (24)(a)(iii) of the Government Grant and intended for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of residents of the Residential Units, but excluding the Accessible Visitor Parking Spaces;

"window"

in relation to any Residential Unit, means:-

- (a) any louvres and openable window of a Residential Unit (including any openable window on the Curtain Wall enclosing such Residential Unit);
- (b) any non-openable window of such Residential Unit (excluding any vision panel on the Curtain Wall);
- (c) any Fixed Glazing of a Residential Unit;
- (d) any Maintenance Window of a Residential Unit;

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

"Works and Installations"

means the major works and installations in the Development (whether forming part of the Common Areas and Facilities or not) which require regular maintenance on a recurrent basis.

1.2 Interpretation

- (a) In these presents (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter and vice versa and words importing persons shall include corporations and vice versa.
- (b) References to any ordinance or statutory provisions shall include or mean any statutory amendments, modifications or re-enactments thereof from time to time being in force.

SECTION 2: RIGHTS AND OBLIGATIONS OF OWNERS

2.1 Grant of rights to the First Owner

The First Owner shall at all times hereafter, subject to and with the benefit of the Government Grant, have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the First Assignee's Unit and the Common Areas and Facilities and SUBJECT TO the rights and privileges granted to the First Assignee by the aforesaid Assignment and SUBJECT TO the provisions of this Deed.

2.2 Grant of rights to the First Assignee

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

2.3 Right of Owners to assign without reference to other Owners

- (a) Every Owner shall have the full right and liberty without reference to any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Shares(s) or interest of and in the Land and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Development which may be held therewith PROVIDED THAT any such transaction shall be expressly subject to and with the benefit of this Deed.
- (b) Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed.
- (c) The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the Third Schedule hereto and such Owner shall comply with the House Rules from time to time in force so far as the same are binding on such Owner.

2.4 Right of Owners to occupy not to be dealt with separately from Undivided Shares

- (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS that the provisions of this Clause, subject to the Government Grant, do not extend to any lease, tenancy or licence with a term not exceeding ten (10) years.
- (b) The right to the exclusive use, occupation and enjoyment of balcony, utility platform, stairhood, flat roof or roof specifically assigned by the First Owner shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Unit with which such balcony, utility platform, stairhood, flat roof or roof is held.

2.5 Rights of Owners

(a) Rights of Every Owner

Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with all persons having the like rights) to go pass and repass over and along and to use the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(b) Rights of Owners of Residential Units

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

(c) Rights of Owners of Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces

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

(d) Rights subject to this Deed, etc.

In each of the above cases the right and liberty shall be subject to the provisions of this Deed, the rights of the Manager and the House Rules.

(e) Assignment of Common Areas and Facilities within Phase 1A

(i) Upon execution of this Deed, the First Owner shall assign to and vest in the Manager free of costs or consideration as trustee for all Owners for the time being the whole of the Undivided Shares allocated to the Common Areas and Facilities within Phase 1A together with the Common Areas and Facilities within Phase 1A subject to and with the benefit of the Government Grant and this Deed.

(ii) Such Undivided Shares together with the right to hold, use, occupy and enjoy the Common Areas and Facilities within Phase 1A shall be held by the Manager on trust for the benefit of all the Owners for the time being and in the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with these presents, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares together with the Common Areas and Facilities within Phase 1A to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration and in which event the Manager shall assign free of costs or consideration the Undivided Shares allocated to the Common Areas and Facilities within Phase 1A together with the Common Areas and Facilities within Phase 1A and transfer free of costs or consideration the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners for the time being.

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

The First Owner shall at its own expense provide temporary noise abatement and dust protection measures within the Development in relation to the Units in the completed phase(s) so as to minimize inconvenience to the Owners and occupiers of the Units in the completed phase(s) arising from the continuing construction of the uncompleted phase(s) on the Land.

SECTION 3: ADDITIONAL RIGHTS OF THE FIRST OWNER

3.1 Additional rights of First Owner

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

(a) To amend Building Plans etc.

The right to change, amend, vary, add to or alter the Master Layout Plans, the Landscape Master Plan or the Building Plans, the right to determine or change or alter the number of Residential Tower, the number of Residential Units, the number of Residential Car Parking Spaces, the number of Residential Motor Cycle Parking Spaces, and/or other accommodations to be included, constructed or erected in the Subsequent Phase(s), the right to determine or change or alter the phasing of the Subsequent Phase(s), the right to change or alter the location and/or the areas and/or users of the Residential Accommodation, the Commercial Accommodation or the Residential Carpark or other part or parts of the Development, without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Lands or other Government authorities pursuant to the Government Grant

PROVIDED THAT:-

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

(b) To modify Government Grant, etc.

Subject to the approval of the Owners at an Owners' meeting convened under this Deed, the right to apply to, negotiate and agree with the Government to amend, vary or modify the Government Grant or any conditions thereof, the right to procure licence or easement from the Government or any other person for installing on Government land pipes, sewers, subways or other facilities whether serving exclusively the Land and/or the Development or any part thereof or otherwise and the right to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner, and without limiting the generality of the foregoing the amendment, variation or modification of the Government Grant may include:

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

Government may deem appropriate;

PROVIDED THAT:-

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

(c) To deal with Undivided Shares

Subject to and with the benefit of the Government Grant, this Deed and any Sub-Deeds, the full and unrestricted right without interference by the Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares of the First Owner's Premises.

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

The right to enter into and upon all parts of the Land and the Development (save and except those parts of the Land and the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with all necessary equipment, plant and materials for the purposes of completing the Development and may, for such purpose, carry out all such works in, under, on or over the Land and the Development as it may from time to time see fit. The above right shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner. The First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the First Owner's Premises that the Owners, their servants, agents or licensees may or may not use while such works are being carried out but the First Owner shall cause as little disturbance as reasonably possible to the Owners and shall not affect the Owners' use occupation and enjoyment of or prevent or impede or restrict the access to or egress from their Units when carrying out such works and shall at its expense make good any damage or loss that may be caused by or arise from such construction works.

(e) To change user

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

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

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

PROVIDED THAT:-

- (i) where any such mast, aerial, antennae, satellite dish (if any), cables, telecommunication system (if any), lightning conductors, lighting, chimneys, flues, pipes or any other structures or facilities are located within the Common Areas and Facilities,

- (A) the exercise of the above right(s) shall be subject to the prior written approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed;
 - (B) they shall be for the purpose of supplying utility services to the Land only and for the common use and enjoyment of those Owners entitled to use such Common Areas and Facilities; and
 - (C) any consideration received therefor shall be credited to the Special Fund; and
- (ii) the exercise of the above right(s) shall not interfere with an Owners' right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit.

(g) To change name of Development

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

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

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

(i) To adjust boundary of the Land

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

PROVIDED THAT:-

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

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

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

additional Development Common Areas and Facilities, Residential Common Areas and Facilities, Residential Carpark Common Areas and Facilities or Residential and Residential Carpark Common Areas and Facilities shall form part of the Development Common Areas and Facilities, Residential Common Areas and Facilities, Residential Carpark Common Areas and Facilities or Residential and Residential Carpark Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the management expenses thereof accordingly in accordance with this Deed

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

(k) To obtain easements, etc.

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

(l) To grant easement, etc.

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

PROVIDED THAT:-

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

(m) To lay drains, etc.

Subject to the approval of the Owners at an Owners' meeting convened under this Deed, the right to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other similar structures within or partly within the Common Areas and Facilities and/or the First Owner's Premises to supply utilities services to the Land and the Development only on such terms and conditions as the First Owner may deem appropriate

PROVIDED THAT:-

- (i) the First Owner shall in the exercise of the above right(s) cause the least disturbance to the Owners and make good any damage caused thereby;

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

(n) To dedicate additional Common Areas and Facilities

Without prejudice to the First Owner's right under sub-clause (j) above and subject to prior approval by a resolution of Owners at a meeting of Owners convened under this Deed, the right to designate and declare by deed the First Owner's Premises to be additional Development Common Areas and Facilities, Residential Common Areas and Facilities, Residential Carpark Common Areas and Facilities or Residential and Residential Carpark Common Areas and Facilities (as the case may be) whereupon with effect from such designation and declaration such additional Development Common Areas and Facilities, Residential Common Areas and Facilities, Residential Carpark Common Areas and Facilities or Residential and Residential Carpark Common Areas and Facilities shall form part of the Development Common Areas and Facilities, Residential Common Areas and Facilities, Residential Carpark Common Areas and Facilities or Residential and Residential Carpark Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the management expenses thereof accordingly in accordance with this Deed

PROVIDED THAT:-

- (i) the First Owner shall not have the right to re-convert or re-designate such additional Common Areas and Facilities to its own use or benefit;
- (ii) in making such designation the First Owner shall not interfere with or affect the right of any Owner to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
- (iii) notwithstanding anything herein contained, no such approval by a resolution of Owners shall be required for allocation, reallocation or sub-allocation of Undivided Shares to the Common Areas and Facilities by the First Owner pursuant to sub-clause (o) below.

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

Subject to the prior written approval of the Director of Lands, the right to adjust and/or allocate and/or reallocate and/or sub-allocate the number of Undivided Shares in the Land and the Development retained by the First Owner relating thereto and the manner in which the same shall be notionally divided and the fraction which each such Undivided Share bears to the whole and without prejudice to the generality of the foregoing, the full and unrestricted right to allocate and/or reallocate and/or sub-allocate the Undivided Shares reserved to the Subsequent Phase(s) under this Deed or any part thereof to the Subsequent Phase(s) or any part or parts thereof as the First Owner shall deem fit

PROVIDED THAT:-

- (i) such adjustment and/or allocation and/or re-allocation and/or sub-allocation shall not affect an Owner's sole and exclusive right and privilege to hold use and occupy his Unit or impede or restrict the access to or from his Unit; and
- (ii) no such adjustment shall affect such other Owners' rights in the Development.

3.2 Appointment of First Owner as the Owner's Attorney and Covenants in Assignments

(a) Power of attorney to First Owner

The Owners hereby jointly and severally and irrevocably APPOINT the First Owner as their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 3.1 above and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned appointment and grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.

(b) Assignment to include covenants

Every Assignment by an Owner of the Undivided Shares and the part of the Development which he owns shall include a covenant in substantially the following terms:

"The Purchaser covenants with the Vendor for itself and as agent for PACIFIC GOOD INVESTMENT LIMITED ("**the Company**") which expression shall include its successors assigns (other than the Purchaser) and attorneys) to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "**the Covenanting Purchaser**") and shall enure for the benefit of the Development and be enforceable by the Company and its successors and assigns that:-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 3.1 of a Deed of Mutual Covenant and Management Agreement dated the [] day of [] and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
- (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Company as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

PROVIDED that upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect

whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained."

SECTION 4: MANAGER AND MANAGEMENT CHARGES

4.1 Appointment and Termination of Manager

- (a) Subject to the provisions of the Building Management Ordinance, the parties hereto have agreed with the Manager for the Manager to undertake the management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and insurance of the Land and the Development and the Common Areas and Facilities therein (all or any of which activities are where not inapplicable herein included under the word "**management**") from the date of this Deed for an initial term of not exceeding two (2) years and such appointment shall continue until terminated as provided in this Clause.
- (b) The appointment of the Manager may be terminated as follows:-
- (i) No resignation of the Manager shall take effect unless it has previously given not less than three (3) months' notice in writing of its intention to resign:-
- (A) by sending such a notice to the Owners' Committee; or
- (B) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.
- (ii) The notice referred to in sub-clause (b)(i)(B) above may be given:-
- (A) by delivering it personally to the Owner; or
- (B) by sending it by post to the Owner at his last known address; or
- (C) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit; or
- (iii) Prior to the formation of the Owners' Corporation, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy at an Owners' meeting and supported by Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) and by giving to the Manager not less than three (3) months' notice in writing; or
- (iv) In the event that the Manager is wound up or has a receiving order made against it.
- (c) (i) Where an Owners' Corporation has been formed and subject to sub-clause (c)(iv) below, at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution:-
- (A) passed by a majority of the votes of the Owners voting either personally or by proxy; and
- (B) supported by the Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities),
- terminate by notice the DMC Manager's appointment without compensation.
- (ii) A resolution under sub-clause (c)(i) above shall have effect only if:-
- (A) the notice of termination of appointment is in writing;

- (B) provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;
 - (C) the notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
 - (D) the notice and the copy of the resolution is given to the DMC Manager within fourteen (14) days after the date of the meeting.
- (iii) The notice and the copy of the resolution referred to in sub-clause (c)(ii)(D) above may be given:
- (A) by delivering them personally to the DMC Manager; or
 - (B) by sending them by post to the DMC Manager at its last known address.
- (iv) For the purposes of sub-clause (c)(i) above:-
- (A) only the Owners of Undivided Shares who pay or who are liable to pay the management expenses relating to those Undivided Shares shall be entitled to vote;
 - (B) the reference in sub-clause (c)(i)(B) above to "the Owners of not less than 50% of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote.
- (v) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, sub-clauses (c)(i), (c)(ii), (c)(iii) and (c)(iv) shall apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.
- (vi) Sub-clause (c)(v) operates without prejudice to any other power there may be in a contract for the appointment of the Manager other than the DMC Manager to terminate the appointment of the Manager.
- (vii) If a notice to terminate a Manager's appointment is given under sub-clause (c) above:-
- (A) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (B) if no such appointment is approved under paragraph (A) above by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.
- (viii) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Land and the Development, and the Owners' Corporation has appointed a Manager under sub-clause (c)(vii)(B) above, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that sub-clause (c)(vii)(B) that may otherwise render that person liable for a breach of that undertaking or agreement.
- (ix) This sub-clause (c) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Building

Management Ordinance but does not apply to any single manager referred to in that Section.

4.2 Delivery of books and records of accounts

- (a) Subject to sub-clause (b) below, if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Land and the Development that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the Manager's appointment ends for any reason, the Manager shall within two (2) months of the date its appointment ends:-
 - (i) prepare (A) an income and expenditure account for the period beginning with the commencement of the financial year in which its appointment ends and ending on the date its appointment ended; and (B) a balance sheet as at the date its appointment ended, and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
 - (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of sub-clause (b)(i) above and have not been delivered under sub-clause (a) above.

4.3 Appointment of New Manager

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

4.4 Manager's Remuneration

The annual remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual expenses costs and charges (excluding the Manager's remuneration and any capital expenditure or expenditure drawn out of the Special Fund) reasonably and necessarily incurred in the management of the Land and the Development or any portion of the Land and the Development. Payment of the Manager's remuneration hereunder shall be in advance by twelve (12) equal calendar monthly instalments, each such payment to be in the sum of one twelfth of the annual remuneration of the Manager being 10% of the estimated total annual expenditure for the management of the Land and the Development (excluding the Manager's remuneration and the capital expenditure as aforesaid) payable by the Owners according to the annual budget or revised budget for the year in question to be prepared as provided in Clauses 4.5 to 4.7 below and any adjustment payment or deduction that needs to be made to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year will be made within twenty-one (21) days from the completion of the auditing of the management accounts for such year as provided in Clause 4.28 hereof

PROVIDED THAT by a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the

Manager's remuneration at the rate as provided under this Clause, or at such lower rate as the Owners may consider appropriate. No variation of the percentage of the annual remuneration of the Manager may be made except with the approval by a resolution of Owners duly passed at a meeting of Owners convened under this Deed.

4.5 Management Expenses

- (a) Subject to sub-clauses (c), (e), (f) and (h) below, the total amount of management expenses payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) below.
- (b) In respect of each financial year, the Manager shall:-
 - (i) prepare a draft budget setting out the proposed expenditure during the financial year;
 - (ii) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days;
 - (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of 14 days from the date the draft budget was sent or first displayed;
 - (iv) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year;
 - (v) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) above before the start of that financial year, the total amount of the management expenses for that year shall:-
 - (i) until he has so complied, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year;
 - (ii) when he has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (d) Where a budget has been sent or displayed in accordance with sub-clause (b)(v) above and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised budget as apply to the draft budget and budget by virtue of sub-clause (b) above.
- (e) Where a revised budget is sent or displayed in accordance with sub-clause (d) above, the total amount of the management expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of 1 month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) above, the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of management expenses for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clause (b) or (d) above and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the

Manager may determine.

- (g) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) For the purpose of this Clause, "**expenditure**" includes all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.

4.6 Preparation of annual budget by Manager

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

- (a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Development and the Development Common Areas and Facilities therein including but without prejudice to the generality of the foregoing:-
 - (i) the maintenance, operation, repair and cleansing of all Development Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Development Common Areas and Facilities;
 - (ii) the cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Development Common Areas and Facilities;
 - (iii) the cost of all electricity, gas, water, telephone and other utilities serving the Development Common Areas and Facilities;
 - (iv) the provision of security guard services for the Development and the cost of employing caretakers, watchmen, cleaners, lift operators and attendants and such other staff to manage and administer the Development Common Areas and Facilities;
 - (v) the cost and expense of maintaining such areas or drains and channels whether within or outside the Land that are required to be maintained under the Government Grant;
 - (vi) the Government rent payable under the Government Grant (but only if no apportionment or separate assessments have been made for individual Units);
 - (vii) the remuneration of the Manager calculated in accordance with Clause 4.4 of this Deed for providing its services hereunder;
 - (viii) insurance of the Common Areas and Facilities and the Units, up to the full new reinstatement value thereof and in particular against loss or damage by fire and such other perils and risks and the Manager against third party, or public and/or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;
 - (ix) a reasonable sum for contingencies;
 - (x) legal and accounting fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided under this Deed;
 - (xi) the costs of removal and disposal of rubbish, refuse and debris from the Development;
 - (xii) all costs incurred in connection with the Development Common Areas and Facilities;
 - (xiii) any tax payable by the Manager on any of the sum held by it under the provisions of

this Deed Provided however that any tax payable on the Manager's remuneration shall be borne and paid by the Manager;

- (xiv) the cost of repairing and maintaining all roads, slopes, footbridges, retaining walls and other structures on outside or adjacent to the Land or forming part of the Development, including but not limited to the Slopes and Retaining Walls the maintenance of which is the liability of the grantee under the Government Grant and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual;
 - (xv) the cost and expense of inspecting, maintaining, reinstating, repairing the foundations, columns and other structures constructed or to be constructed and reinstating and making good the same in the event of any landslip, subsidence or falling away and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Land or that are required to be maintained under the Government Grant or for the proper functioning of the Development;
 - (xvi) the cost of keeping of guard dog(s) at the Development (if any); and
 - (xvii) a fair proportion of the Manager's headquarter administration and accounting fee attributable to the management of the Land and the Development.
- (b) The second part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities;
 - (c) The third part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Carpark Common Areas and Facilities;
 - (d) The fourth part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential and Residential Carpark Common Areas and Facilities,

PROVIDED THAT:-

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

4.7 Calculation and payment of management expenses and annual budget

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

- (a) The amount of the monthly or other contributions payable by each Owner shall be specified and demanded by the Manager from time to time by notice in writing PROVIDED THAT for the avoidance of doubt, no contributions shall be payable in respect of the Undivided Shares allocated to the Common Areas and Facilities.
- (b) Each Owner of a Unit shall in respect of each Undivided Share allocated to his Unit pay a fraction of the total amount assessed under the first part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Units.
- (c) Each Owner of a Residential Unit shall in respect of each Undivided Share allocated to his Residential Unit further pay a fraction of the total amount assessed under the second part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Units.
- (d) Each Owner of a Residential Car Parking Space or a Residential Motor Cycle Parking Space shall in respect of each Undivided Share allocated to his Residential Car Parking Space or Residential Motor Cycle Parking Space further pay a fraction of the total amount assessed under the third part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces.
- (e) Each Owner of a Residential Unit, a Residential Car Parking Space or a Residential Motor Cycle Parking Space shall in respect of each Undivided Share allocated to his Residential Unit, Residential Car Parking Space or Residential Motor Cycle Parking Space further pay a fraction of the total amount assessed under the fourth part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Units, Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces.
- (f) If a Sub-Deed is entered into in respect of any component part of the Development and a new part of the annual budget is established for that component part in accordance with proviso (iii) of Clause 4.6 above each Owner of that component part shall in addition contribute his due proportion of the budgeted management expenses for that part in the manner provided in the Sub-Deed;
- (g) Where any expenditure for the management and maintenance of the Development and the Land shall in the reasonable opinion of the Manager be specifically referable to or is being expended for a particular Unit or group of Units and no Owner of any other Unit shall receive any material benefit therefrom, the full amount shall be excluded from the annual budget and shall be paid by the Owner(s) of that particular Unit or group of Units on demand;
- (h) For the avoidance of doubt, it is hereby expressly provided that the First Owner's liability to make the aforesaid payment shall in no way be reduced by reason of the fact that any of the Units remains unsold and each Owner shall be personally liable to make the above payment to the Manager whether or not his part of the Development is vacant or occupied and whether or not it has been let or leased to tenant or is occupied by the Owner himself or any other person, PROVIDED THAT no Owner shall be called upon to pay more than his fair share; and
- (i) All outgoings (including Government rent, rates and management expenses) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings.

PROVIDED THAT:-

- (i) the First Owner shall be obliged to make the payments and contributions as aforesaid which are of a recurrent nature for any Undivided Shares allocated to any part(s) of the Development and any of the Units remaining unsold SAVE AND EXCEPT those in respect of Undivided Shares allocated to any part(s) of the Development and the Units the construction of which has not been completed and the Consent to Assign or Certificate of Compliance in respect of which has not been issued except to the extent that such uncompleted part(s) of the Development benefit(s) from the provisions of this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining the Slopes and Retaining Walls or as to the security afforded by the management of the completed part(s)) of the Development and for the avoidance of doubt, the Undivided Shares allocated to such uncompleted part shall not be taken into account in determination of the contribution of the due proportion to the annual adopted budget by each Owner under this Clause; and
- (ii) Notwithstanding any provisions to the contrary herein contained, if the Manager is of the opinion (whose decision shall be conclusive save for manifest error) that the annual adopted budget and/or the sharing of the amounts of management expenditure assessed under any or some sections of the annual adopted budget in accordance with the manner set out in the above provisions may lead to or result in any Owner or the Owners of any part or parts of the Development unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled in its absolute discretion to modify any annual adopted budget in such manner as the Manager may in its absolute discretion (but subject to compliance with the procedures applicable to the draft annual budget and the revised annual budget as provided in Clause 4.5 above and to prepare new annual budget in the modified manner as aforementioned and/or to vary or modify the manner of sharing the amounts of management expenditure assessed under any of some sections of the annual budget by the relevant Owners in such way as the Manager may in its absolute discretion think fit and the modified annual budget and the modified manner of sharing the management expenditure shall be binding (save for manifest error) on all Owners.

4.8 Owner's further contribution to the management expenses

If the total contributions receivable as aforesaid under the annual budget by the Manager shall in the opinion of the Manager be insufficient to meet the costs and expenses for such management and services then each Owner to whom the annual budget applies shall make good a due proportion of the estimated deficiency by making a further contribution to the Manager such further contribution being calculated in the same manner as in Clause 4.7 above and shall be payable to the Manager monthly in advance from the date specified in the written notices given by the Manager to the Owners.

4.9 Exclusion from management expenses

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

- (a) Any sum attributable or relating to the cost of completing the construction of the Development or any part thereof or any of the Common Areas and Facilities therein incurred prior to the date of this Deed, all of which sums shall be borne solely by the First Owner (which expression shall for the purpose of this Clause exclude its assigns);
- (b) All existing and future taxes, rates, assessments, property tax, water rates (if separately metered), Government rent payable under the Government Grant which has been separately assessed and charged by the Government against each Owner and outgoings of every description for the time being payable in respect of any Unit which shall be borne by the Owner for the time being thereof;
- (c) The expenses for keeping in good and tenantable repair and condition of the main structure, the external and interior fixtures and fittings, walls, floors, windows, doors, balcony, utility platform, stairhood, flat roof and roof of any Unit together with the plumbing, electrical installations, plant, equipment, apparatus, installations or services thereof not forming part of the Common Areas and Facilities which shall be solely borne by the Owner or Owners for the

time being of such Unit.

4.10 Special Fund

- (a) The Manager shall establish and maintain the Special fund to provide for expenditure of a kind not expected by him to be incurred annually. The Special Fund shall have the following separate accounts for different component parts of the Common Areas and Facilities:-
- (i) a separate account of the Special Fund designated for the Development Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Development Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installation, systems, equipment, tools, plant and machineries for the Development Common Areas and Facilities, the costs of the relevant investigation works and professional services and the payment on account of the Manager's remuneration in respect of any expenditure out of such account. This part of the Special Fund shall be held by the Manager as trustee for all Owners for the time being and such fund shall not be refundable or transferable;
 - (ii) a separate account of the Special Fund designated for the Residential Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installation, systems, equipment, tools, plant and machineries for the Residential Common Areas and Facilities, the costs of the relevant investigation works and professional services and the payment on account of the Manager's remuneration in respect of any expenditure out of such account. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Units for the time being and such fund shall not be refundable or transferable;
 - (iii) a separate account of the Special Fund designated for the Residential Carpark Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential Carpark Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installation, systems, equipment, tools, plant and machineries for the Residential Carpark Common Areas and Facilities, the costs of the relevant investigation works and professional services and the payment on account of the Manager's remuneration in respect of any expenditure out of such account. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces for the time being and such fund shall not be refundable or transferable; and
 - (iv) a separate account of the Special Fund designated for the Residential and Residential Carpark Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential and Residential Carpark Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installation, systems, equipment, tools, plant and machineries for the Residential and Residential Carpark Common Areas and Facilities, the costs of the relevant investigation works and professional services and the payment on account of the Manager's remuneration in respect of any expenditure out of such account. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Units, and Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces for the time being and such fund shall not be refundable or transferable.
- (b) Except where the First Owner has made payments in accordance with sub-clause (c) below,

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

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

- (c) The First Owner shall in respect of any Unit in any Phase the construction of which has been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to that Unit (i.e. when the Consent to Assign or Certificate of Compliance in respect of that Phase has been issued), whichever is the later, make the initial contribution to the Special Fund in the respective amount specified in sub-clause (b) above.
- (d) Each Owner shall also on demand pay to the Manager such further periodic contributions to the Special Fund payable in respect of his Unit. The amount to be contributed in each financial year and the time when those contributions will be payable will be determined by a resolution of the Owners at an Owners' meeting convened under this Deed. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- (e) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest-bearing account, the title of which shall refer to the Special Fund, and shall use that account exclusively for the purpose referred to in sub-clause (a) above.
- (f) Without prejudice to the generality of sub-clause (e) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund.

- (g) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (e) or (f) above in a prominent place in the Development.
- (h) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under sub-clause (e) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (f) above.
- (i) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any).
- (j) The Manager must not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development.

4.11 Contracts entered into by Manager

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

- (i) where there is an Owners' Corporation, if:-
 - (A) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
 - (B) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
- (ii) where there is no Owners' Corporation, if:-
 - (A) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
 - (B) the Owners decide by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

4.12 Owners' contributions to fees and deposits

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

- (a) Each Owner being the first assignee of his Unit shall before he is given possession of his Unit deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to 3/12th of the first year's budgeted management expenses payable in respect of his Unit which deposit or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable and shall not be set off against any contribution payable by him under this Deed PROVIDED THAT in the event that there is an increase in the monthly contribution payable by the Owner as determined by the Manager under this Deed, the Manager shall have right at its absolute discretion to require the Owners to pay to the Manager by way of an increase in the said deposit a sum proportional thereto in order that such deposit shall always be equal to three (3) times the then monthly contribution.
- (b) Each Owner being the first assignee of a Unit shall before he is given possession of his Unit pay to the Manager in advance a sum equal to 2/12th of the first year's budgeted management expenses payable in respect of his Unit which shall be non-refundable and non-transferable.
- (c) Each Owner being the first assignee of a Residential Unit shall before he is given possession of his Residential Unit pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than a sum equal to 1/12th of the first year's budgeted management expenses payable in respect of his Residential Unit in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his Residential Unit. The debris removal fee not used to pay for debris collection or removal shall be credited to the relevant part of the Special Fund designated for the Residential Common Areas and Facilities.
- (d) Each Owner being the first assignee of a Unit shall before he is given possession of his Unit pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Development Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (e) Each Owner being the first assignee of a Residential Unit shall before he is given possession

of his Residential Unit pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Residential Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Residential Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.

- (f) Each Owner being the first assignee of a Residential Car Parking Space or Residential Motor Cycle Parking Space shall before he is given possession of his Residential Car Parking Space or Residential Motor Cycle Parking Space pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Residential Car Parking Space or Residential Motor Cycle Parking Space) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Residential Carpark Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (g) Each Owner being the first assignee of a Residential Unit, Residential Car Parking Space or Residential Motor Cycle Parking Space shall before he is given possession of his Residential Unit, Residential Car Parking Space or Residential Motor Cycle Parking Space pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Residential Unit, Residential Car Parking Space or Residential Motor Cycle Parking Space) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Residential and Residential Carpark Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (h) The First Owner shall pay the deposit under sub-clause (a) and the debris removal fee under sub-clause (c) in respect of any Unit in any Phase the construction of which has been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to that Unit (i.e. when the Consent to Assign or Certificate of Compliance in respect of that Phase has been issued), whichever is the later.

4.13 Contributions and payment in advance

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

4.14 Administrative fee for issuing Manager's consent

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

4.15 Income other than management expenses

- (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof, such sum or sums in connection with their use of the Common Areas and Facilities as the Manager shall reasonably determine and such sum or sums collected shall be paid into and form part of the management funds for the benefit of all Owners.
- (b) All moneys, income, fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any House Rules shall be paid into and form part of the management funds and:-
 - (i) In so far as they arise from or are attributable to the Development Common Areas and Facilities be notionally credited to the first part of the annual budget;

- (ii) In so far as they arise from or are attributable to the Residential Common Areas and Facilities providing service to Owners of Residential Units be notionally credited to the second part of the annual budget;
- (iii) In so far as they arise from or are attributable to the Residential Carpark Common Areas and Facilities be notionally credited to the third part of the annual budget;
- (iv) In so far as they arise from or are attributable to the Residential and Residential Carpark Common Areas and Facilities be notionally credited to the fourth part of the annual budget; and
- (v) In so far as they arise from or are attributable to any areas designated as common areas and facilities under a Sub-Deed in respect of a component part of the Development be notionally credited to the section of the annual budget established for that component part,

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

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

4.16 Interest and collection charge on late payment

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

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

4.17 Civil action by Manager

All amounts which become payable by any Owner in accordance with the provisions of this Deed or any relevant Sub-Deed(s) together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed or any relevant Sub-Deed(s) and all other expenses reasonably incurred in or in connection with recovering or attempting to recover the same (including without limitation legal costs on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager against the defaulting Owner (and the claim in any such action may include a claim for the costs incurred by the Manager in such action on a solicitor and own client basis and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the Owners for the time being (other than the defaulting Owner) as a whole and no Owner sued under the provisions of this Deed or any relevant Sub-Deed(s) shall raise or to be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

4.18 Registration of charge against Undivided Share of defaulting Owner

In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or any relevant Sub-Deed(s) or failing to pay any damages awarded by any

court for breach of any of the terms or conditions of this Deed or any relevant Sub-Deed(s) within thirty (30) days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in Clause 4.16 hereof together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 4.17 hereof and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Share or Shares of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.

4.19 Order for sale

Any charge registered in accordance with Clause 4.18 shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Development held therewith and the provisions of Clause 4.17 of this Deed shall apply equally to any such action.

4.20 Proceedings to enforce this Deed and House Rules

The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed or any relevant Sub-Deed(s) binding on such Owner and of the House Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 4.17 of this Deed shall apply to all such proceedings.

4.21 Application of insurance money etc.

Subject to Clause 9.1 of this Deed all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Development.

4.22 Surplus after satisfaction of claim to be paid to relevant Owner

Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in Clauses 4.16 to 4.20 of this Deed the same shall, after deduction of any costs or expenses reasonably incurred out of the pocket of the Manager in recovering the same, form part of the management funds.

4.23 Amount to be credited to Special Fund

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

4.24 Person ceasing to be Owner ceases to have interest in deposits and Special Fund

Any person ceasing to be the Owner of any Undivided Share or Shares in the Land and the Development shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clause 4.12(a) above and his contribution(s) towards the Special Fund under this Deed to the intent that all such funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares in the Land and the Development

PROVIDED THAT

- (a) any such deposit shall be transferred into the name of the new Owner of such Undivided Share or Shares but the contribution(s) towards the Special Fund shall be neither refundable to any Owner by the Manager nor transferable to any new Owner; and
- (b) upon the Land reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 9.1 below, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the management expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished, in both case in proportion to the number of Undivided Shares held by such Owners.

4.25 Financial year

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

4.26 Manager to maintain account

- (a) The Manager shall open and maintain an interest-bearing account in the name of the Manager and to be held on trust by the Manager for and on behalf of all the Owners for the time being of the Land and the Development and the Manager shall use that account exclusively in respect of the management of the Land and the Development.
- (b) Without prejudice to the generality of sub-clause (a) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the management of the Land and the Development.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under sub-clauses (a) or (b) above in a prominent place in the Development.
- (d) Subject to sub-clauses (e) and (f) below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Land and the Development into the account opened and maintained under sub-clause (a) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) above.
- (e) Subject to sub-clause (f) below, the Manager may, out of money received by the Manager in respect of the management of the Land and the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under sub-clause (e) above or the payment of that amount into a current account in accordance with sub-clause (e) above and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
- (g) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Cap 155), the title of which refers to the management of the Land and the Development.

4.27 The Manager to keep books and accounts

- (a) The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years.
- (b) Within one (1) month after each consecutive period of three (3) months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
- (c) Within two (2) months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
- (d) Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.

4.28 Inspection of accounts by Owners

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

SECTION 5: POWERS AND OBLIGATIONS OF MANAGER

5.1 Powers and obligations of Manager

The management of the Land and the Development shall be undertaken by the Manager for an initial period of not exceeding two (2) years and shall continue until terminated as provided under Clause 4.1 of this Deed. Subject to the provisions of the Building Management Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Development for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorized under this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have the authority and power including but without in any way limiting the generality of the foregoing:-

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant Sub-Deed(s);
- (b) To manage, maintain and control the common driveways and parking areas on the Land and the Development and to impound any cars, pedal bicycles, motor cycles and other vehicles parked in any area not reserved for parking or any vehicles parked in any Residential Car Parking Space and Residential Motor Cycle Parking Space without the consent of the Owner or lawful occupier of such Residential Car Parking Space and Residential Motor Cycle Parking Space or any vehicle parked in any Accessible Visitor Parking Space, Visitor Parking Spaces, Bicycle Parking Spaces or Residential Loading and Unloading Spaces without payment of charges (if any) therefor and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such Residential Car Parking Spaces, Residential Motor Cycle Parking Spaces, Accessible Visitor Parking Spaces, Visitor Parking Spaces, Bicycle Parking Spaces or Residential Loading and Unloading Spaces and the Manager is entitled to charge reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);
- (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured the Common Areas and Facilities and such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed and the Owners for the time being thereof and the Manager as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire and other risks as the Manager shall reasonably deem fit, occupiers' liability, public liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Development with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Land and the Development according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force and, without limiting the generality of the foregoing, if the Manager considers so desirable, to procure block insurance for the Development as a whole including those areas which are not the Common Areas and Facilities and to pay all premia required to keep such insurance policies in force;
- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Development;
- (e) To keep in good order and repair the lighting of the Common Areas and Facilities, including the permanent artificial lighting at staircases and the backup automatic activated emergency lighting system, and such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed;
- (f) To keep the Common Areas and Facilities and such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed in a clean and sanitary state and condition;
- (g) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, those external

walls, elevations and façade, including windows and window frames, situated in the Common Areas and Facilities;

- (h) To repair, maintain, upkeep, improve, control, operate and manage the Recreational Areas and Facilities;
- (i) To choose from time to time the colour and type of façade of the Development, including that of the Residential Units and the Commercial Accommodation;
- (j) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (k) To inspect and keep all the Common Areas and Facilities and such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed in good condition and working order and to extend or improve existing facilities or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable (PROVIDED THAT any improvement or provision of additional facilities or services which involves expenditure in excess of 10% of the current annual management budget shall require the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed) and to keep the fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;
- (l) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Land or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;
- (m) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Development and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (n) To replace any glass in the Common Areas and Facilities that may be broken;
- (o) To keep the Common Areas and Facilities well lighted and in a tidy condition;
- (p) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (q) To prevent refuse from being deposited on the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Development refuse collection facilities to the satisfaction of the Food and Environmental Hygiene Department;
- (r) To prevent unauthorised obstruction of the Common Areas and Facilities and such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed and to remove and impound any structure article or thing causing the obstruction;
- (s) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Development or any part thereof;
- (t) To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Development at all times;

- (u) To maintain and operate or contract for the maintenance and operation of the communal radio or television aerials, satellite or cable television system (if any) which serve the Development;
- (v) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Common Areas and Facilities or any part thereof which is illegal or unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant and to demand and recover from the Owner by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager;
- (w) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Land and the Development of all legal proceedings relating to the Land and the Development (except proceedings relating to the rights or obligations of individual Owners) and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Land and the Development or the management thereof, and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director of Lands or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;
- (x) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Land and the Development in any manner in contravention of the Government Grant or this Deed;
- (y) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Development of any provisions of the Government Grant or this Deed;
- (z) To prevent any person detrimentally altering or injuring any part or parts of the Development or any of the Common Areas and Facilities thereof or such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed ;
- (aa) To prevent any person from overloading the floors of the Development or any part or parts thereof;
- (bb) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;
- (cc) To have the right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings PROVIDED THAT the exercise of the right shall be subject to the prior approval by a resolution of Owners at a meeting of Owners convened under this Deed;
- (dd) To have the right from time to time to appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations under this Deed PROVIDED THAT the Manager shall not transfer or assign its duties or obligations under this Deed to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Development in accordance with the provisions of this Deed and no provision in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility;

- (ee) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the Land and the Development and the performance of the Manager's powers and duties hereunder and to recruit and employ such workmen, servants, watchmen, caretakers and other staff and attendants as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (ff) To enforce the due observance and performance by the Owners of the terms and conditions of the Government Grant and this Deed and any relevant Sub-Deed(s) and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (gg) To ensure that all Owners or occupiers of the Units maintain the Units owned or occupied by them in a satisfactory manner and if there is any default on the part of any such Owners or occupiers, to carry out any necessary maintenance works and to take all possible steps to recover the cost therefor from the defaulting Owner or occupiers;
- (hh) Subject to the approval of the Owners at an Owners' meeting convened under this Deed, to grant or obtain such easements, quasi-easements, rights, privileges, licences, and informal arrangements as it shall in its absolute discretion consider necessary to ensure the efficient management of the Land and the Development and/or in accordance with the provisions of the Government Grant

PROVIDED THAT :-

- (i) the exercise of the right shall not contravene the provisions of the Government Grant;
 - (ii) the exercise of the right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
 - (iii) any payment received shall be credited to the Special Fund;
- (ii) Subject to the approval of the Owners at an Owners' meeting convened under this Deed, to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises

PROVIDED THAT :-

- (i) the exercise of the right shall not contravene the provisions of the Government Grant;
 - (ii) the exercise of the right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
 - (iii) any payment received shall be credited to the Special Fund;
- (jj) Subject to the approval of the Owners at an Owners' meeting convened under this Deed, to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Common Areas and Facilities of the Land upon such terms and conditions as the Manager may think fit and on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring land

PROVIDED THAT :-

- (i) the exercise of the right shall not contravene the provisions of the Government Grant;
 - (ii) the exercise of the right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
 - (iii) any payment received shall be credited to the Special Fund;
- (kk) To deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole;
- (ll) Subject to the approval of the Owners at an Owners' meeting convened under this Deed, to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall reasonably think fit

PROVIDED THAT :-

- (i) the exercise of the right shall not contravene the provisions of the Government Grant;
 - (ii) the exercise of the right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
 - (iii) any payment received shall be credited to the Special Fund;
- (mm) To remove any dogs, cats, birds or other animals or fowls from the Development (other than the Commercial Accommodation) if, (i) in the opinion of the Manager, such dogs, cats, birds or other animals or fowls is causing a nuisance or disturbance to other Owners or occupiers of the Development or (ii) if the same has been the cause of reasonable written complaint of at least two (2) other Owners or occupiers of the Development;
- (nn) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development and such other social or recreational activities for the Owners of the Residential Units as the Manager shall in its reasonable discretion consider desirable;
- (oo) From time to time with the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation, if formed, to make, revoke or amend the House Rules as it shall deem appropriate which shall not be inconsistent with or contravene this Deed, the Building Management Ordinance or the Government Grant;
- (pp) Subject as otherwise provided in this Deed, to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed or any relevant Sub-Deed(s) (PROVIDED THAT the Manager shall not unreasonably withhold its consent or approval) and the Manager shall not charge any fee other than a reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);
- (qq) To convene such meetings of the Owners or of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (rr) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Development for the better enjoyment or use of the Development by its Owners occupiers and their licensees PROVIDED THAT any improvement to facilities or services which involves expenditure in excess of 10% of the current annual management budget shall be subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed;
- (ss) Subject to the prior approval of the Owner's Committee (if formed) or of the Owners' Corporation (if formed), in the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities to surrender the same or any part thereof to

the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose including matters relating to payment of compensation PROVIDED THAT any benefit or monetary compensation so obtained shall be used for the common benefit of all the Owners or be credited into the management funds, as the case may be;

- (tt) Subject to the approval of the Owners' Committee (or the Owners' Corporation, if formed), to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion think fit PROVIDED THAT any such easements, quasi-easements, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or unreasonably impede or restrict the access to and from any such part of the Development and all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed or any relevant Sub-Deed(s);
- (uu) Subject to the prior approval of the Owners' Committee (if any) or the Owners' Corporation (when formed),
 - (i) to make rules and regulations governing the use of the Recreational Areas and Facilities, including but not limited to the fixing of fees and charges for admittance and use of the Recreational Areas and Facilities from time to time and to collect such fees and charges from the permitted users of the facilities provided that the rules and regulations and any amendments thereto shall not be inconsistent with or contravene this Deed, the Building Management Ordinance or the Government Grant; and
 - (ii) subject to Clause 5.1(dd), to let, hire, lease or licence all or any part of the Recreational Areas and Facilities to any person for the purpose of operating the same for such period and on such conditions as the Manager shall in its discretion think fit PROVIDED THAT all income deriving therefrom shall become part of the management funds for the account of the Residential Common Areas and Facilities;
- (vv)
 - (i) If the Manager thinks so desirable, to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as he may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. In such event, the Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall also maintain the facilities so provided in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development;
 - (ii) To organize any activities as the Manager may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and to encourage them to participate in such activities with a view to improving the environmental conditions of the Development;
 - (iii) Subject to the provisions of this Deed, to make House Rules to require the Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes;
- (ww) To take all steps necessary or expedient for complying with the Government Grant and any Government requirements concerning the Development or any part thereof;

- (xx) To engage qualified personnel to inspect or carry out a structural survey of the Development or any part thereof including the drains and channels within or outside the Land serving the Development as and when the Manager deems necessary or desirable;
- (yy) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Government Grant;
- (zz) To enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed, any relevant Sub-Deed(s) and the House Rules made hereunder, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof;
- (aaa) To enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services for the Development PROVIDED THAT such contracts to be entered into by the Manager shall be subject to the following conditions:-
 - (i) the term of the contract shall not exceed 3 years;
 - (ii) the right to be granted under the contract shall be non-exclusive and will 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;
- (bbb) If the Manager shall in its discretion deem fit, subject to the prior written approval of the relevant governmental authorities to operate or enter into contract with any other person for the operation of the Shuttle Bus Service and to designate certain part of the Common Areas and Facilities for such purpose (if deemed necessary by the Manager) for the use and benefit of the Owners and during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of the Shuttle Bus Service such reasonable fares and to terminate and/or suspend the Shuttle Bus Service at any time or times as the Manager may think fit PROVIDED THAT all fares received shall form part of the management funds and be notionally credited to the annual budget of the Development;
- (ccc) To landscape and plant with trees and shrubs any portion of the Land and podium not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition;
- (ddd) In respect of any garden, flat roof and/or roof forming part of a Residential Unit, the Manager shall, on reasonable notice (except in an emergency), be allowed to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the garden, flat roof and/or roof or the parapet walls of the garden, flat roof and/or roof as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred to in this Deed as the "**gondola**" which expression shall include all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect all or any part of the Common Areas and Facilities

PROVIDED THAT:-

- (i) the use and enjoyment by the Owner of the Residential Unit shall not be affected or prejudiced thereby; and

- (ii) the Manager shall repair and make good at his own costs and expenses any damage caused thereby and shall be responsible for his liability for the negligent, wilful or criminal acts of the Manager, its employees, workmen and contractors;
- (eee) To keep guard dog(s) (if any) at the Development for the management and security of the Development;
- (fff) To manage and maintain land, areas, structures, facilities or drains or channels whether within or outside the Land the construction and/or maintenance of which is the liability and/or responsibility of all Owners under the Government Grant as successors in title and assignees of the First Owner;
- (ggg) In default of an Owner of a Residential Unit with open kitchen to carry out yearly maintenance, inspection, maintenance and repair of the fire safety provisions inside his Residential Unit in accordance with the Fire Safety Management Plan, to carry out such yearly maintenance, inspection, maintenance and repair at the cost and expense of that Owner;
- (hhh) To provide training, fire talks, fire drills for all occupants of the Residential Units and appropriate actions in accordance with the Fire Safety Management Plan;
- (iii) To carry out such works as the Manager may consider necessary in relation to the maintenance, repair, replacement and security of all parts of the Common EV Facilities;
- (jjj) To repair and maintain in good repair and condition and to control, operate and manage the Noise Mitigation Measures forming part of the Common Areas and Facilities;
- (kkk) To determine at the Manager's discretion the type of the electric vehicle charger permitted to be used by the Owner and occupier of a Residential Car Parking Space or a Residential Motor Cycle Parking Space; and
- (lll) To do all such other things as are reasonably incidental to the management of the Land and the Development.

5.2 Further powers of Manager

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

- (a) To ban vehicles or any particular category of vehicles from the Land or any particular parts thereof either generally or during certain hours of the day or night PROVIDED THAT the right of the Owners of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces to the proper use and enjoyment of their Units in accordance with the provisions of the Government Grant and these presents shall not be affected;
- (b) To impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which owner has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner thereof and the Manager is entitled to charge reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);
- (c) To impose charges for any such impoundment and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees.
- (d) To charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris (if any) PROVIDED THAT such charges shall be paid into the management funds;

- (e) To charge the Owners for the use of water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager provided such charges shall be paid into the management funds;
- (f) From time to time to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Development, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by the Government;
- (g) To enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) upon all and any parts of the Development including any Unit necessary for the purpose of carrying out necessary repairs to any of the fresh or sea water mains and pipes serving the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners PROVIDED THAT the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees, workmen and contractors;
- (h) To manage, repair, upkeep, maintain and to keep well lighted the Common Areas and Facilities and to manage and maintain such other areas or drains and channels whether within or outside the Land that are required to be maintained under the Government Grant;
- (i) To charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities or any part thereof PROVIDED THAT all income deriving therefrom shall become part of the management funds for the account of the Residential Common Areas and Facilities; and
- (j) To charge a prescribed fee for use of the Shuttle Bus Service (if any) of such amount as the Manager shall in its reasonable discretion deem fit PROVIDED THAT all income deriving therefrom shall become part of the management funds.

5.3 Manager's power of entry

The Manager shall have power to enter with or without workmen and contractors and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Development including all parts of any Unit for the purposes of carrying out necessary repairs to any part or parts of the Development or the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners PROVIDED THAT the Manager shall cause as little disturbance as possible and shall forthwith make good at the Manager's own costs and expenses any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, its employees, workmen and contractors in the course of exercising the aforesaid rights.

5.4 Manager to manage Common Areas and Facilities

- (a) The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Land and the Development;
- (b) The Common Areas and Facilities shall be under the exclusive control of the Manager who is hereby appointed to act as agent for and on behalf of all Owners duly authorised in accordance with the provisions of this Deed and any relevant Sub-Deed(s) in respect of any matter concerning the Common Areas and Facilities.

5.5 Manager's acts and decisions binding on Owners

All acts and decisions of the Manager reasonably arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.

5.6 The Manager's power to make House Rules, etc.

- (a) Subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend House Rules regulating the use, occupation, maintenance and environmental control of the Land and the Development, the Common Areas and Facilities, protection of the environment of the Development and implementation of noise abatement, waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such House Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the House Rules from time to time in force shall be posted on the public notice boards of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges. All charges received shall be credited to the Special Fund.
- (b) Such House Rules shall be supplementary to the terms and conditions contained in this Deed and any Sub-Deed(s) and must not in any way conflict with such terms and conditions. In case of inconsistency between such House Rules and the terms and conditions of this Deed and any Sub-Deed(s) the terms and conditions of this Deed and the Sub-Deed(s) shall prevail. The House Rules and any amendments thereto must not be inconsistent with or contravene the Building Management Ordinance or the Government Grant.
- (c) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such House Rules or non-observance thereof by any third party.

SECTION 6: EXCLUSIONS AND INDEMNITIES

6.1 Manager not liable to Owners

- (a) Subject to Clause 6.1(b) below, the Manager, his employees, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed or any Sub-Deed(s). Without in any way limiting the generality of the foregoing, the Manager, his employees, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of
- (i) any defect in or failure or breakdown of any of the Common Areas and Facilities, or
 - (ii) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development, or
 - (iii) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Development, or
 - (iv) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
 - (v) theft, burglary or robbery within the Development;
- AND the management contribution or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.
- (b) The Manager shall be liable for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, his employees, agents or contractors and no Owner shall be required to indemnify the Manager or his employees, agents or contractors from and against any action or claim arising out of any such act or omission.

6.2 Owners to be responsible for act or negligence of occupiers

Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of any occupier of any Unit of which he has the exclusive use or any person using such Unit with his consent express or implied or by, or through, or in any way owing to fire, overflow of water or leakage of electricity or gas therefrom.

6.3 Owners to be responsible for cost of making good loss and damage

Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against the acts and omissions of all persons occupying any Unit of which he has the exclusive use with his consent, express or implied, and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by these presents to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by these presents or for which the Manager has in its reasonable discretion elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

SECTION 7: OWNERS' COMMITTEE

7.1 Establishment of Owners' Committee

- (a) The Manager shall convene the first meeting of the Owners as soon as possible but in any event not later than nine (9) months after the date of this Deed (and to convene further and subsequent meetings if required) to :-
 - (i) appoint an Owners' Committee and the chairman thereof; or
 - (ii) appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance.
- (b) The Owners' Committee shall consist of not fewer than three (3) members and not more than the number of members permitted by the following provisions :-
 - (i) one (1) member shall be elected from each Residential Tower;
 - (ii) one (1) member shall be elected from the Owners of the Commercial Accommodation to represent them in the Owners' Committee; and
 - (iii) one (1) member shall be elected from the Owners of the Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces to represent them in the Owners' Committee.
- (c) The Owner of the Subsequent Phase(s) shall not be entitled to elect member(s) or send their representative(s) to the Owners' Committee unless and until after the issuance of the relevant Occupation Permit covering the relevant Subsequent Phase(s).

7.2 Functions of Owners' Committee

The functions of the Owners' Committee shall include the following:-

- (a) the representing of the Owners in all dealings with the Manager;
- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) the reviewing of the annual budget and revised budget prepared by the Manager;
- (d) the approval of the Club Rules and the House Rules made from time to time by the Manager;
- (e) to elect a manager to take the place of the outgoing Manager in accordance with the provisions of Clause 4.3 hereof; and
- (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of these presents.

7.3 Membership

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

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

7.4 Retirement from membership

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

- (a) he resigns by notice in writing to the Owners' Committee; or
- (b) he ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or
- (c) he becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
- (d) he becomes incapacitated by physical or mental illness or death; or
- (e) he is removed from office by resolution of a duly convened meeting of Owners.

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

7.5 Meetings

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

7.6 Notice of meeting

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

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

7.7 Quorum

The quorum at a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater. No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business.

7.8 Chairman

A meeting of the Owners' Committee shall be presided over by:-

- (a) the chairman; or
- (b) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.

The first chairman appointed pursuant to Clause 7.1(a) hereof shall be chairman until the next annual meeting. Thereafter the chairman shall be chosen by the Owners at the first or any other meeting of the Owners held in any calendar year.

7.9 Meeting Procedures

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

7.10 Resolutions

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

- (a) All resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed or any Sub-Deed(s);
- (b) At a meeting of the Owners' Committee, each member present shall have one vote on a resolution put to the vote of the meeting or on a question before the Owners' Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.

7.11 Owners' Committee not liable

The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed or any Sub-Deed(s) not being anything involving criminal liability or dishonesty or negligence by or on the part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deeds, matter or thing done or omitted as aforesaid which does not involve criminal liability, dishonesty or negligence on the part of the Owners' Committee or the members thereof and all costs and expenses in connection therewith.

7.12 No Remuneration

No remuneration shall be payable to the Owners' Committee or any member thereof but such members shall be entitled to be reimbursed for all out-of-pocket expenses reasonably and necessarily incurred in carrying out their duties.

7.13 Records and Minutes

- (a) The Owners' Committee shall cause to be kept records and minutes of:-
 - (i) the appointment and vacation of appointments of all its members and all changes therein;
 - (ii) all resolutions and notes of proceedings of the Owners' Committee;
 - (iii) the members present at all meetings.
- (b) Such records and minutes shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to extracts thereof on paying reasonable charges therefor. All copying charges received shall be credited to the Special Fund.

7.14 Sub-Committees

Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and welfare of the residents of the Development or to co-opt any person eligible under Clause 7.3 who are not members of the Owners' Committee to serve on such sub-committees.

SECTION 8: MEETING OF OWNERS

8.1 Meetings

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

- (a) A meeting of Owners may be convened by:-
 - (i) the Owners' Committee;
 - (ii) the Manager; or
 - (iii) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Undivided Shares in aggregate.
- (b) The person convening the meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify:-
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (c) The notice of meeting referred to in sub-clause (b) above may be given –
 - (i) by delivering it personally to the Owner;
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (d) The quorum at a meeting of Owners shall be 10% of the Owners. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. For the purposes of this sub-clause, the reference in this sub-clause to "**10% of the Owners**" shall -
 - (i) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Land and the Development are divided; and
 - (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.
- (e) A meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (a)(ii) or (a)(iii) above, the person convening the meeting.
- (f) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (g) At a meeting of Owners:-
 - (i) an Owner shall have one vote in respect of each Undivided Share he owns;
 - (ii) an Owner may cast a vote personally or by proxy;
 - (iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast –
 - (A) by a proxy jointly appointed by the co-Owners;

- (B) by a person appointed by the co-Owners from amongst themselves; or
 - (C) if no appointment is made under paragraph (A) or (B) above, either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
- (iv) where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
 - (v) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and-
 - (A) shall be signed by the Owner; or
 - (B) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
 - (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (a)(ii) or (a)(iii) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting.
 - (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- (i) The procedure at a meeting of Owners shall be as is determined by the Owners.
 - (j) Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners of the Development Provided as follows:-
 - (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
 - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
 - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed or any Sub-Deed(s).
 - (k) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
 - (l) The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, any Sub-Deed(s), the Building Management Ordinance or otherwise or liability to pay any fees or charges under this Deed or any Sub-Deed(s). Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, any Sub-Deed(s), the Building Management Ordinance or otherwise.

SECTION 9: EXTINGUISHMENT OF RIGHTS

9.1 Owners' meeting in event of Development being damaged

In the event of the whole or any part(s) of the Development being so damaged by fire, typhoon, earthquake, subsidence or other cause rendering it substantially unfit for use or habitation or occupation, the Owners holding not less than seventy-five per cent (75%) of the Undivided Shares allocated to the damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting and decide by a resolution of not less than seventy-five per cent (75%) of the Owners present in person or by proxy and voting in the meeting whether or not to rebuild or reinstate the damaged part(s) of the Development. If it is resolved to rebuild or reinstate the damaged part(s) of the Development, the Owners of such part of the Development shall pay the excess of the cost of rebuilding or reinstatement of the damaged part(s) of the Development over and above the proceeds recoverable from the insurance of such damaged part(s) of the Development in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the damaged part(s) of the Development and be recoverable as a civil debt. The resolution is to be binding upon all the Owners of the damaged part(s) of the Development.

9.2 Provision applicable to such Owners' meeting

The following provisions shall apply to a meeting convened under Clause 9.1 above:-

- (a) The person convening such meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify:
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (b) The notice of meeting referred to in sub-clause (a) above shall be posted on the public notice boards of or a prominent place in the Development and if possible, may be given :
 - (i) by delivering it personally to the Owner;
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving at the Owner's Unit or depositing it in the letter box for that Unit.
- (c) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and the Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares of the damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
- (d) The Chairman of the Owners' Committee or the person convening such meeting shall be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) At such meeting of the Owners, an Owner may cast a vote personally or by proxy.
- (g)
 - (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, 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.

- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or the person convening the meeting at least 48 hours before the time for the holding of the meeting.
 - (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at that meeting.
- (h) A resolution passed at a duly convened meeting by not less than seventy-five per cent (75%) of the Owners present in person or by proxy shall be binding on all the Owners of the damaged part(s) of the Development PROVIDED as follows:-
- (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (i) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION 10: MISCELLANEOUS PROVISIONS

10.1 The Building Management Ordinance

- (a) No provision in this Deed shall contradict, overrule or fail to comply with the provisions of the Building Management Ordinance and the Schedules thereto.
- (b) The First Owner shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (both of the English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund.

10.2 Address for service of notice

Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying or using his Unit shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such Unit is deemed to be his address for service.

10.3 Owners to notify Manager when ceasing to be Owner

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

10.4 No liability after ceasing to be Owner

Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Development held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.

10.5 Public notice boards, etc.

There shall be public notice boards at such places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for seven (7) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

10.6 Service of notices, etc.

Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Residential Unit or the Commercial Accommodation (or the relevant part thereof) or the Residential Car Parking Spaces or the Residential Motor Cycle Parking Spaces or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same

PROVIDED THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known address. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or left by hand at the Manager's registered office or last known address.

10.7 Compliance with the Building Management Ordinance and the Government Grant

- (a) Nothing in this Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.
- (b) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Land and the Development and to the Undivided Share(s) in respect thereof.

10.8 Chinese translation

The First Owner shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation at the management office of the Development within one month after the date of this Deed. Copies of this Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the management office of the Development. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction of this Deed and its Chinese translation, the English text of this Deed shall prevail.

10.9 Plans of Common Areas and Facilities

A set of the plans annexed hereto showing the Common Areas and Facilities shall be kept at the management office of the Development for inspection by the Owners during normal office hours free of costs and charges.

10.10 Owners' Corporation, etc. to replace Owners' Committee and meetings

At any time after the formation and during the existence of the Owners' Corporation under the Building Management Ordinance, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.

10.11 Maintenance of Works and Installations

- (a) The First Owner at its own costs and expenses has prepared a schedule of all the Works and Installations. The schedule of the Works and Installations is set out in the Fourth Schedule hereto (subject to revisions as provided for in sub-clauses (e) and (f) below).
- (b) The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations setting out the following details:-
 - (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
 - (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
 - (iii) recommended maintenance strategy and procedures;
 - (iv) a list of items of the Works and Installations requiring routine maintenance;
 - (v) recommended frequency of routine maintenance inspection;
 - (vi) checklist and typical inspection record sheets for routine maintenance inspection; and

- (vii) recommended maintenance cycle of the Works and Installations.
- (c) The First Owner shall deposit a full copy of the maintenance manual for the Works and Installations in the management office of the Development within one (1) month after the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (d) The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Development and such parts of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.
- (e) The schedule and the maintenance manual for the Works and Installations may be revised in future to take into account any necessary changes, including but not limited to addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements.
- (f) The Owners may, by a resolution of the Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule and the maintenance manual for the Works and Installations, 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 Owners in an Owners' meeting convened under this Deed.
- (g) All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations shall be paid out of the Special Fund.
- (h) The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office of the Development within one (1) month after the date of its preparation for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

10.12 Access Road

The Owners shall at their own expense uphold, maintain and repair the Access Road in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands.

10.13 Deed binding on executors, etc.

The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Units and Common Areas and Facilities and to the Undivided Share or Shares held therewith.

10.14 Establishment of RCHE or RCHD

No provision in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of RCHE or RCHD, or the use of the Land or any part thereof or any building or part of any building erected thereon for the purpose of RCHE or RCHD.

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

THE FIRST SCHEDULE

Allocation of Undivided Shares

Section 1: Summary

No.	Description	Undivided Shares
1.	Phase 1A	
	Residential Units within Phase 1A	604,690
	Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces within Phase 1A	2,895
	Commercial Accommodation within Phase 1A	9,480
	Common Areas and Facilities within Phase 1A	1,000
	Sub-total:	618,065
2.	Subsequent Phase(s)	3,239,935
	Total:	3,858,000

Section 2: Schedule of Allocation of Undivided Shares

1. Phase 1A

(a) Residential Units within Phase 1A

Elverum Tower 1

Floor	Flat							
Garden Floor (2/F)	A1	A2	A3	B	C	D	E	F
	1205 (Note 1)	996 (Note 1)	–	719 (Note 1)	402 (Note 1)	402 (Note 1)	403 (Note 1)	402 (Note 1)
	G	H	J	K	L	M	N	P
	403 (Note 1)	400 (Note 1)	889 (Note 1)	744 (Note 1)	–	–	–	–
3/F	A1	A2	A3	B	C	D	E	F
	1184 (Note 2)	976 (Note 2)	–	716 (Note 2)	401 (Note 3)	401 (Note 3)	401 (Note 3)	401 (Note 3)
	G	H	J	K	L	M	N	P
	402 (Note 3)	399 (Note 3)	845 (Note 2)	738 (Note 2)	–	–	–	–
5/F	A1	A2	A3	B	C	D	E	F
	1184 (Note 2)	976 (Note 2)	1247 (Note 1)	716 (Note 2)	401 (Note 3)	401 (Note 3)	401 (Note 3)	401 (Note 3)
	G	H	J	K	L	M	N	P
	402 (Note 3)	399 (Note 3)	833 (Note 2)	721 (Note 2)	732 (Note 1)	806 (Note 1)	803 (Note 1)	722 (Note 1)
6/F – 12/F, 15/F – 18/F, 20/F – 23/F, 25/F – 28/F (19 storeys)	A1	A2	A3	B	C	D	E	F
	1184 (Note 2)	976 (Note 2)	1228 (Note 2)	716 (Note 2)	401 (Note 3)	401 (Note 3)	401 (Note 3)	401 (Note 3)
	G	H	J	K	L	M	N	P
	402 (Note 3)	399 (Note 3)	833 (Note 2)	721 (Note 2)	725 (Note 2)	773 (Note 2)	757 (Note 2)	711 (Note 2)
29/F – 33/F (5 storeys)	A1	A2	A3	B	C	D	E	F
	1184 (Note 2)	976 (Note 2)	1228 (Note 2)	716 (Note 2)	401 (Note 3)	401 (Note 3)	401 (Note 3)	401 (Note 3)
	G	H	J	K	L	M	N	P
	402 (Note 3)	399 (Note 3)	833 (Note 2)	721 (Note 2)	725 (Note 2)	773 (Note 2)	757 (Note 2)	711 (Note 2)
Penthouse Floor (35/F)	A1	A2	A3	A5	C	D	E	F
	2761 (Note 6)	2018 (Note 9)	2491 (Note 7)	2378 (Note 8)	–	–	–	–
	G	H	J	K	L	M	N	P
	–	–	–	–	–	–	–	–

Elverum Tower 2

Floor	Flat							
Garden Floor (2/F)	A1	A2	A3	B	C	D	E	F
	1242 (Note 1)	1054 (Note 1)	–	743 (Note 1)	720 (Note 1)	772 (Note 1)	841 (Note 1)	539 (Note 1)
	G	H	J	K	L	M	N	P
	763 (Note 1)	793 (Note 1)	849 (Note 1)	–	–	–	–	–
3/F	A1	A2	A3	B	C	D	E	F
	1231 (Note 2)	1031 (Note 2)	–	721 (Note 2)	700 (Note 2)	755 (Note 2)	817 (Note 2)	525 (Note 3)
	G	H	J	K	L	M	N	P
	753 (Note 2)	780 (Note 2)	839 (Note 3)	–	–	–	–	–
5/F	A1	A2	A3	B	C	D	E	F
	1231 (Note 2)	1031 (Note 2)	1420 (Note 1)	721 (Note 2)	700 (Note 2)	755 (Note 2)	817 (Note 2)	525 (Note 3)
	G	H	J	K	L	M	N	P
	747 (Note 2)	781 (Note 2)	536 (Note 3)	423 (Note 3)	–	–	843 (Note 1)	765 (Note 1)
6/F – 12/F, 15/F – 18/F, 20/F – 23/F, 25/F – 28/F (19 storeys)	A1	A2	A3	B	C	D	E	F
	1231 (Note 2)	1031 (Note 2)	–	721 (Note 2)	700 (Note 2)	755 (Note 2)	817 (Note 2)	525 (Note 3)
	G	H	J	K	L	M	N	P
	747 (Note 2)	781 (Note 2)	536 (Note 3)	424 (Note 3)	514 (Note 3)	820 (Note 2)	810 (Note 2)	754 (Note 2)
29/F – 33/F (5 storeys)	A1	A2	A3	B	C	D	E	F
	1231 (Note 2)	1030 (Note 2)	–	721 (Note 2)	701 (Note 2)	754 (Note 2)	820 (Note 2)	522 (Note 3)
	G	H	J	K	L	M	N	P
	749 (Note 2)	781 (Note 2)	538 (Note 3)	422 (Note 3)	514 (Note 3)	820 (Note 2)	809 (Note 2)	756 (Note 2)
Penthouse Floor (35/F)	A1	A2	A3	A5	C	D	E	F
	2994 (Note 4)	2115 (Note 5)	1953 (Note 4)	2553 (Note 9)	–	–	–	–
	G	H	J	K	L	M	N	P
	–	–	–	–	–	–	–	–

Remarks:

- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- Flat I and Flat O are omitted
- 19/F is refuge floor.

Notes:

- means including the flat roof(s) adjacent thereto.
- means including the balcony and the utility platform thereof.
- means including the balcony thereof.
- means including the balcony and the utility platform thereof, the flat roof(s) adjacent thereto and the roof(s) thereabove.
- means including the balcony thereof, the flat roof(s) adjacent thereto, the roof(s) thereabove and the stairhood appertaining thereto.
- means including the flat roof(s) adjacent thereto and the roof(s) thereabove.
- means including the flat roof(s) adjacent thereto, the roof(s) thereabove and the stairhood appertaining thereto.
- means including the balcony and the utility platform thereof and the roof(s) thereabove.
- means including the balcony thereof, the flat roof(s) adjacent thereto and the roof(s) thereabove.

- (b) Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces
 - 114 Residential Car Parking Spaces of 25 Undivided Shares each 2,850 Undivided Shares
 - 9 Residential Motor Cycle Parking Spaces of 5 Undivided Shares each 45 Undivided Shares
- (c) Commercial Accommodation within Phase 1A 9,480 Undivided Shares
- (d) Common Areas and Facilities within Phase 1A 1,000 Undivided Shares

Sub-total for Phase 1A: 618,065 Undivided Shares

2. Subsequent Phase(s) 3,239,935 Undivided Shares

Total: 3,858,000 Undivided Shares

THE SECOND SCHEDULE

Rights, Privileges and Easements

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

Part A

1. Right and privileges of Owners

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

(a) Right to support and shelter

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

(b) Right of passage of water, etc.

The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his premises through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through his premises or the Development or any part or parts thereof for the proper use and enjoyment of his premises SUBJECT as aforesaid;

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

The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon reasonable prior notice (except in the case of emergency) to enter upon other parts or Units of the Development for the purpose of carrying out any works for the maintenance and repair of his premises including any conducting media exclusively serving the same (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby SUBJECT as aforesaid. For the purpose of this sub-clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media;

(d) Other easements, rights and privileges

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

2. Right to use the Recreational Areas and Facilities

In addition to the above rights and privileges the Owner of each Undivided Share attributable to the Residential Unit shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT TO the provisions of the Government Grant, this Deed, the Sub-Deed(s), the House Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Recreational Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered

with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same.

Part B

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

(a) **Manager's right of entry**

The full right and privilege of the Manager on reasonable notice (except in the case of emergency) with or without workmen and contractors and others and with or without equipment and apparatus to enter into and upon his premises for the purposes of carrying out necessary repairs to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners, PROVIDED THAT the Manager shall cause as little disturbance as possible and shall at his own costs and expense repair any damage so caused and shall be liable for negligent, wilful or criminal acts of the Manager, its employees, workmen and contractors in the course of exercising the aforesaid rights;

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

The full right and privilege of the Manager at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the garden, flat roof and/or roof or the parapet walls of the garden, flat roof and/or roof as may be determined by the Manager the gondola to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect all or any part of the Common Areas and Facilities

PROVIDED THAT :-

- (i) the use and enjoyment by the Owner of the Residential Unit shall not be affected or prejudiced thereby; and
- (ii) the Manager shall repair and make good at his own costs and expenses any damage caused thereby and shall be responsible for his liability for the negligent, wilful or criminal acts of the Manager, its employees, workmen and contractors;

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

Rights of the First Owner set forth in Section 2 and Section 3 of this Deed;

(d) **Other rights**

Rights and privileges equivalent to those set forth in Clause 1 of Part A of this Second Schedule.

(e) **Right relating to use of the Access Road**

The right of the Government and its officers, contractors, agents, workmen and any person authorized by it or them and the lessees, tenants and occupiers for the time being of the Landlocked Lots and their respective bona fide guests and visitors for all lawful purposes connected with the proper use and enjoyment of the Landlocked Lots to at all times during day and night to pass and repass on foot or by wheelchair or by motor vehicles with or without tools, equipment and machinery free of any charge or payment on, along, over, by and through the Access Road in accordance with Special Condition No. (33)(c)(i) of the Government Grant.

(f) **Right of passage of utilities for the Landlocked Lots**

The right of the Government, the lessees, tenants and occupiers of the Landlocked Lots of free passage, flow, supply, conveyance and discharge of utility services including but not limited to water, electricity, gas, telephone and telecommunication services (hereinafter collectively referred to as "**the said utility services**") to and from the Landlocked Lots through the Access Road for the proper use and enjoyment of the Landlocked Lots and for such purposes, the right for the Government, the lessees, tenants and occupiers of the Landlocked Lots, public utility companies providing the said utility services, its or their officers, contractors, agents, workmen or other persons authorized by it or them to enter the Land on foot or by motor vehicles at all reasonable times (except in case of emergency) with or without tools, equipment and machinery free of any charge or payment to lay, install, inspect, maintain, repair, alter, remove, renew and replace the said utility services within the Access Road in accordance with Special Condition No. (33)(d) of the Government Grant.

(g) **Access to the Pink Hatched Blue Area for inspection**

The right of the Government, the Director of Lands and his officers, agents, contractors and workmen and any persons authorized by the Director of Lands with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Land or any part or parts thereof for the purposes of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (9)(b) of the Government Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (9)(c) of the Government Grant and any other works which the Director of Lands may consider necessary in the Pink Hatched Blue Area (as defined under Special Condition No. (9)(a) of the Government Grant) or any part or parts thereof.

THE THIRD SCHEDULE

Covenants, Provisions and Restrictions

1. No structural alteration

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

2. Not to vitiate insurance

No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.

3. Not to partition

No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land or the Development or any of the Residential Units or Residential Car Parking Spaces or Residential Motor Cycle Parking Spaces.

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

Subject to the provisions of Clause 3.1 of this Deed, no Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Development at any time in the course of construction or the management and the maintenance of the Development.

5. No conversion of the Common Areas and Facilities

(a) No Owner including the First Owner shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owners' Committee. Any payment received for the granting of such approval shall be credited to the Special Fund.

(b) No Owner (including the First Owner) shall have the right to convert or designate as Common Areas and Facilities such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or for his own benefit.

6. Not to obstruct the Common Areas and Facilities

No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or things be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or occupiers of any other part of the Development.

7. Not to use for illegal or immoral purpose

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

8. Not to use for offensive purpose, etc.

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

9. User and alienation restriction

- (a) (i) No Residential Unit shall be used for any purpose other than for private residential purpose and in particular shall not be used for any form of commercial letting in bed spaces or cubicles.
- (ii) The Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces, Accessible Visitor Parking Spaces and the Visitor Parking Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or other articles, goods or things and no structure or partitioning shall be erected thereon.
- (iv) Only one (1) motor vehicle licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation shall be parked in each Residential Car Parking Space.
- (v) Only one (1) motor cycle licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation shall be parked in each Residential Motor Cycle Parking Space.

SAVE AND EXCEPT that subject to Special Condition No. (10) of the Government Grant, the First Owner may use the relevant part(s) of the Development as show flat(s) and/or sales office for such period or periods as it shall in its discretion consider appropriate subject to the Government Grant PROVIDED THAT the First Owner shall cause as little disturbance and inconvenience to other Owners when exercising this right and if any Residential Units are used as show flats:-

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

- (i) assigned except
 - (A) together with Undivided Shares in the Land giving the right of exclusive use and possession of a Residential Unit or Residential Units in the Development; or
 - (B) to a person who is already the Owner of Undivided Shares in the Land with the right of exclusive use and possession of a Residential Unit or Residential Units; or
- (ii) underlet except to residents of the Residential Units

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

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

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

11. Not to erect structures etc. on the roof of the Residential Unit or the Residential Car Parking Space or the Residential Motor Cycle Parking Space

- (a) Subject to the rights of the First Owner herein provided, no Owner shall without the prior written consent of the Manager erect or place or cause or permit to be erected or placed any advertising sign or other structure on the roof, flat roof or garden forming part of his Residential Unit, any Residential Car Parking Space or any Residential Motor Cycle Parking Space or any other part thereof and the Manager shall have the right to demand to remove anything erected or placed on the roof, flat roof or garden of his Residential Unit, Parking Space or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
- (b) For the avoidance of doubt, the Owner(s) of the Commercial Accommodation may erect or place or cause or permit to be erected or placed any advertising sign or other structure on the external walls or any other parts within the Commercial Accommodation.

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

No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows (including fixed windows, if any) or door or doors or entrance or entrances of any part of his Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap.95) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities and the design of any metal grille or shutter or gate shall (i) comply strictly in accordance with such guidelines and/or specifications that may from time to time be issued by the Manager or (ii) prior to the installation thereof, first be submitted to the Manager for his approval in writing and subject to having obtained the relevant competent authority's approval (if required), and the subsequent installation shall follow strictly in accordance with the said guidelines and/or specifications and/or the approved design and any conditions that may be imposed.

13. Not to display advertising sign from Unit

- (a) No Owner (other than the Owners of the Commercial Accommodation) shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Unit any advertising or other sign of any description (except a small name plate outside the entrance door or gate of a Residential Unit giving the Owner's or occupier's name) without the previous written approval of the Manager. Any such approval may be

given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.

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

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

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

15. Not to store goods in Residential Unit

No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.

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

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

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

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

- (b) No air-conditioning or other units shall without the prior written consent of the Manager be installed or placed through any window (including fixed windows, if any) or external wall of the Development other than at places designated for the installation or placing of air-conditioning or ventilation unit or plant and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land or the Development. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his part of the Development in good repair and condition.

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

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

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

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

20. Not to hang washing upon flat roofs, gardens, etc. of the Development

No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roofs, roofs, gardens, external walls, balconies, entrance halls of the Development or any other areas.

21. Not to erect or build upon the roof, flat roof etc. of Residential Unit, Residential Car Parking Space, Residential Motor Cycle Parking Space or the Development

(a) No Owner shall without the prior written consent of the Manager (and subject to such conditions as may be imposed by the Manager at its discretion) and subject to having obtained the relevant competent authority's approval (if required) erect or build or suffer to be erected or built on or upon the roof, flat roof, garden, balcony, utility platform or external walls forming part of his Residential Unit, Residential Car Parking Space, Residential Motor Cycle Parking Space, or the Development any structure whatsoever either of a permanent or temporary nature.

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

22. Not to clog the drainage system

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

23. Not to misuse water closets

Not to use water closets and other water apparatus in the Development for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier in whose Unit it shall have been caused.

24. No excessive noise

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

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

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

26. Pets

No dogs, cats, birds or animals or fowls shall be kept or harboured in any part of the Development (other than the Commercial Accommodation) if, (i) in the opinion of the Manager, such dog, cat, bird or animal or fowl is causing a nuisance or disturbance to other Owners or occupiers of the Development or (ii) if the same has been the cause of reasonable written complaint of at least two (2) other Owners or occupiers of the Development. In any event no dogs shall be permitted in the Common Areas and Facilities unless carried or on leash and not more than two (2) dogs shall be kept in any one Unit.

27. Supervision of children

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

28. Not to alter the facade or external appearance of the Development
- (a) No Owner shall paint or alter the outside of the Development including any part of the Development owned by him, or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Development (including any part owned by him) without the prior consent in writing of the Manager.
- (b) Save and except that the Owner(s) of the Commercial Accommodation may paint or alter the outside of the Commercial Accommodation owned by him, or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Commercial Accommodation owned by him without the prior consent in writing of the Manager.
29. Not to discard refuse, etc.
- No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Development owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
30. Not to allow articles to obstruct Common Areas and Facilities
- No Owner shall allow bicycles, baby carriages or similar vehicles or articles to obstruct any Common Areas and Facilities.
31. Not to contravene the Air Pollution Control Ordinance
- No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.
32. Not to contravene the Fire Services Ordinance
- No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder. If any extension of the sprinkler heads or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.
33. Not to perform installation or repair works to the electrical wiring
- No Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Development save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.
34. Floor loading
- No Owner shall place on any part of the floors of the Development or in any lifts any article, machinery, goods or merchandise which may cause the maximum floor or lift loading-bearing capacity thereof (as specified on such floor or lift) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Development or any fixtures and fittings therein.
35. Not to cut trees and use of the Greenery Areas

- (a) No Owner shall interfere with, damage or cut any tree growing on the Land or adjacent thereto and each Owner shall be responsible to remedy and indemnify the other Owners in respect of any breach of this Clause including a breach by the occupants of his Unit and their guests, visitors or invitees.
- (b) No Owner shall use the Greenery Areas constructed in accordance with the Building Plans for any other purposes without the prior consent of the Building Authority.

36. Maintenance of Slopes and Retaining Walls

- (a) The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and in accordance with the Geoguide 5-Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Slope Maintenance Manual.
- (b) The Manager shall have full authority of the Owners 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 of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes and retaining walls. For the purpose of this sub-clause, the reference to "**the Manager**" includes the Owners' Corporation, if formed.
- (c) All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls.
- (d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls under the conditions of the Government Grant, 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.
- (e) The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office of the Development within one month after the date of this Deed for inspection 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.

37. To pay Government rent

Every Owner shall pay and discharge all existing and future Government rent (unless the same forms part of the management expenditure pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of such part of the Development of which he is the Owner and to indemnify the other Owners from and against all liability thereof.

38. To observe the Government Grant, etc.

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

39. Not to enclose the Non-enclosed Areas

- (a) The Non-enclosed Areas shall only be used as balconies or utility platforms (as the case may be) in relation to or in connection with use and enjoyment of the Residential Units for which they are provided and form parts.
- (b) The design and location of the Non-enclosed Areas under the Building Plans shall not be altered in any way.

- (c) The Non-enclosed Areas shall not be enclosed above safe parapet height other than as under the Building Plans.
- (d) Each Owner of the Non-enclosed Areas shall (i) at his own cost keep such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance (Cap. 123 of the laws of Hong Kong) and such other Ordinances, bye-laws and regulations promulgated by the Government from time to time; and (ii) be responsible for the financial support and maintenance of the same.
- (e) No Owner shall place any furniture or equipment at the Non-enclosed Areas the height of which exceeds the safe parapet height.
- (f) In the event of the above covenants being in breach, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owners to remedy the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants, including but not limited to the right to enter upon the Residential Units concerned (including the Non-enclosed Areas provided therein) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Residential Units which are in breach of the aforesaid covenants at the cost of the defaulting Owner. The Manager shall recover from the defaulting Owner and the defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose.

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

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

41. Not to interfere with the operation of the gondola

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 garden, flat roof and/or roof or the parapet walls of the garden, flat roof and/or roof pertaining to its Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola at any time in the course of the management and/or the maintenance of the Development.

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

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

43. Repair and Maintenance of Party Wall

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

44. Repair and Maintenance of Noise Mitigation Measures

No Owner shall make or permit or suffer to be made any alteration or conversion or modification of the Noise Mitigation Measures forming part of his Residential Unit. The Owners of those Residential Units with Noise Mitigation Measures forming part of their Residential Units shall at their own cost and expense repair and maintain the Noise Mitigation Measures forming part of their Residential Units to the satisfaction of the Director of Lands.

45. No alteration to the Maintenance Windows

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

46. Not to alter the Common EV Facilities

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

47. No grave or columbarium

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

THE FOURTH SCHEDULE

Works and Installations

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) Slopes and Retaining Walls;
- (e) 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) central air-conditioning and ventilation system; and
- (m) escalators.

THE FIFTH SCHEDULE

Fire Safety Management Plan

1. An Owner of Residential Unit with open kitchen (the "**Relevant Owner**") shall be responsible for maintenance and annual inspection of the fire service installations for open kitchen within his Residential Unit.
2. The Relevant Owner shall not:-
 - (a) remove or obstruct any smoke detectors provided inside his Residential Unit and at the common lobby outside his Residential Unit;
 - (b) remove or obstruct the sprinkler head provided at the ceiling immediately above the open kitchen of his Residential Unit;
 - (c) remove the Kitchen Wall of his Residential Unit; and
 - (d) remove the self-closing devices of the main entrance door of his Residential Unit.
3. The Relevant Owner shall keep and maintain the fire service installations inside the Residential Unit in good condition at his own costs and expenses.
4. The Manager may enter with or without the registered fire services installation contractor(s), workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) and with the Relevant Owners' consent (except in case of emergency) into his Residential Unit to carry out (at the cost and expense of the Relevant Owner) regular and annual inspection and/or certification of the fire service installations for open kitchen PROVIDED THAT the Manager shall at its own costs and expenses repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees, workmen and contractors.
5. The Owners of the Residential Units with open kitchen shall comply and observe the guidelines or directions to be issued or given by the Manager from time to time on the maintenance, testing and commissioning of the fire service installations to facilitate execution of the related conditions or requirements.
6. The Manager will provide a list of registered fire services installation contractors to the relevant Owners of the Residential Unit with open kitchen for selection, so that the relevant Owners can carry out the yearly maintenance, inspection, maintenance and repair of addressable smoke detectors and automatic sprinkler system provided inside the Residential Units and other fire safety provisions (at the cost and expense of the relevant Owners), and can submit the maintenance certificate renewal (Form 251) to the Fire Services Department as per requirements (at the cost and expense of the relevant Owners).
7. In the event that the Relevant Owner parts with possession of his Residential Unit, such Owner shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the provisions set out in this FIFTH SCHEDULE, and make it a condition in the relevant agreement (if any).
8. The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and annual inspection of the fire service installations for open kitchen shall be borne by the Relevant Owners on demand.

The First Owner

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

The DMC Manager

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



B2/F PLAN
SCALE 1 : 1200

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAN WAN MING
AUTHORIZED PERSON (ARCHITECT)
11 APRIL 2022

COLOUR LEGEND

- P PHASE 1A
- GY SUBSEQUENT PHASE(S)

C	APR 2022	4TH SUBMISSION
B	AUG 2021	3RD SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 號	DATE / 日期	AMENDMENT / 備註

P&T Architects Limited
巴馬丹拿建築師有限公司
www.p-t-group.com T: 852-2575 6575

PROJECT / 工程項目
PROPOSED DEVELOPMENT
AT AREA 54, SIU HONG, TUEN MUN
N.T. - T.M.T.L.483 R.P. & THE
EXTENSION THERETO

DRAWING / 圖名
PHASE 1A - PHASING PLAN AT B2/F

SCALE / 比例 1:1200@A3	JOB NUMBER / 工程編號 4518	
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-01-1	
- A B C		
DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

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B1/F PLAN
SCALE 1 : 1200

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAN WAN MING
AUTHORIZED PERSON (ARCHITECT)

11 APRIL 2022

COLOUR LEGEND

- P PHASE 1A
- GY SUBSEQUENT PHASE(S)

B	APR 2022	4TH SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 號數	DATE / 日期	AMENDMENT / 修訂



PROJECT / 工程項目
PROPOSED DEVELOPMENT
AT AREA 54, SIU HONG, TUEN MUN
N.T. - T.M.T.L.483 R.P. & THE
EXTENSION THERETO

DRAWING / 圖名
PHASE 1A - PHASING PLAN AT B1/F

SCALE / 比例 1:1200@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-01-2

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定
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COLOUR LEGEND

- P PHASE 1A
- GY SUBSEQUENT PHASE(S)

C	APR 2022	4TH SUBMISSION
B	AUG 2021	3RD SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 號	DATE / 日期	AMENDMENT / 修訂

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PROJECT / 工程項目
 PROPOSED DEVELOPMENT
 AT AREA 54, SIU HONG, TUEN MUN
 N.T. - T.M.T.L.483 R.P. & THE
 EXTENSION THERETO

DRAWING / 圖名
 PHASE 1A - PHASING PLAN AT G/F

SCALE / 比例 1:1200@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-01-3
- A B C	

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定
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G/F PLAN
 SCALE 1 : 1200

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)
 11 APRIL 2022



1/F PLAN
SCALE 1 : 1200

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

CHAN WAN MING
AUTHORIZED PERSON (ARCHITECT)

11 APRIL 2022

COLOUR LEGEND

- P PHASE 1A
- GY SUBSEQUENT PHASE(S)

C	APR 2022	4TH SUBMISSION
B	AUG 2021	3RD SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 號	DATE / 日期	AMENDMENT / 修訂

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PROJECT / 工程項目
PROPOSED DEVELOPMENT
AT AREA 54, SIU HONG, TUEN MUN
N.T. - T.M.T.L.483 R.P. & THE
EXTENSION THERETO

DRAWING / 圖名
PHASE 1A - PHASING PLAN AT 1/F

SCALE / 比例 1:1200@A3	JOB NUMBER / 工程編號 4518	
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-01-4	
- A B C		
DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

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TYPICAL FLOOR PLAN

SCALE 1 : 1200

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Chan Wan Ming

CHAN WAN MING
AUTHORIZED PERSON (ARCHITECT)

11 APRIL 2022

COLOUR LEGEND

- P PHASE 1A
- GY SUBSEQUENT PHASE(S)

B	APR 2022	4TH SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 號	DATE / 日期	AMENDMENT / 更改

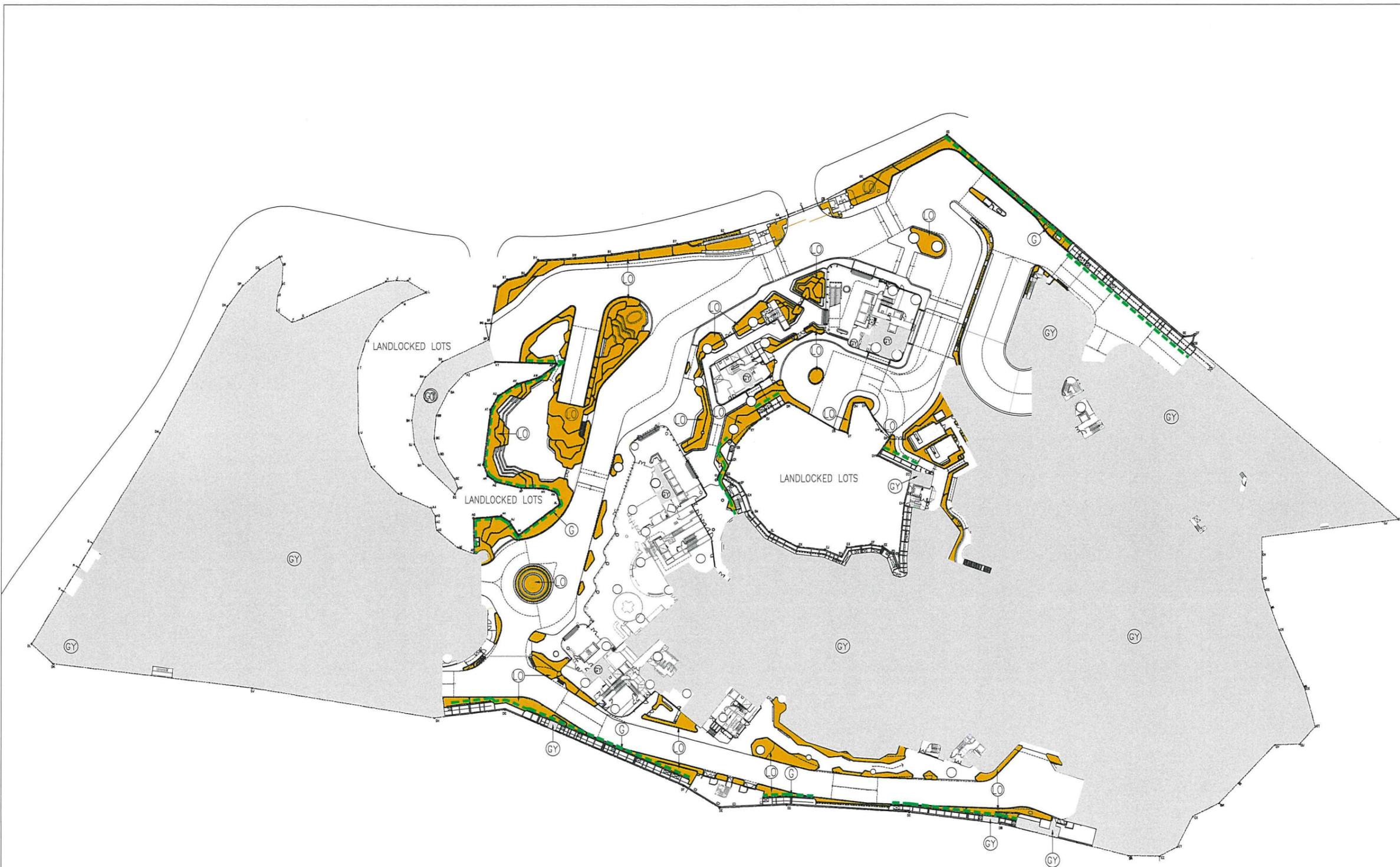
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PROJECT / 工程項目
PROPOSED DEVELOPMENT
AT AREA 54, SIU HONG, TUEN MUN
N.T. - T.M.T.L.483 R.P. & THE
EXTENSION THERETO

DRAWING / 圖名
PHASE 1A - PHASING PLAN AT TYPICAL FLOOR

SCALE / 比例 1:1200@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-01-5
- A B	
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APPROVED / 審定	

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- LEGEND:**
- LO GREENERY AREAS (RESIDENTIAL COMMON AREAS) (3044.834 m²)
 - GY SUBSEQUENT PHASE(S)
 - G VERTICAL GREEN (GREEN BROKEN LINE)

C	APR 2022	4TH SUBMISSION
B	AUG 2021	3RD SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 編號	DATE / 日期	AMENDMENT / 冊次

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PROJECT / 工程項目
 PROPOSED DEVELOPMENT AT AREA 54, SIU HONG, TUEN MUN N.T. - T.M.T.L.483 R.P. & THE EXTENSION THERETO

DRAWING / 圖名
 GREENERY AREA AT G/F (PHASE 1A)

SCALE / 比例 1:1500@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-02
- A B C	

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定
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GREENERY PLAN AT G/F
 SCALE 1 : 1200

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 CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)
 11 APRIL 2022

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LEGEND:

	GREENERY AREAS (RESIDENTIAL COMMON AREAS) (844.465 m ²)
	SUBSEQUENT PHASE(S)

B	APR 2022	4TH SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 號	DATE / 日期	AMENDMENT / 修訂

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PROJECT / 工程項目
 PROPOSED DEVELOPMENT
 AT AREA 54, SIU HONG, TUEN MUN
 N.T. - T.M.T.L.483 R.P. & THE
 EXTENSION THERETO

DRAWING / 圖名
 GREENERY AREA AT 1/F (PHASE 1A)

SCALE / 比例	JOB NUMBER / 工程編號
1:1200@A3	4518
DATE / 日期	DRAWING NUMBER / 圖號
AUG 2020	DMC-P-03
- A B	

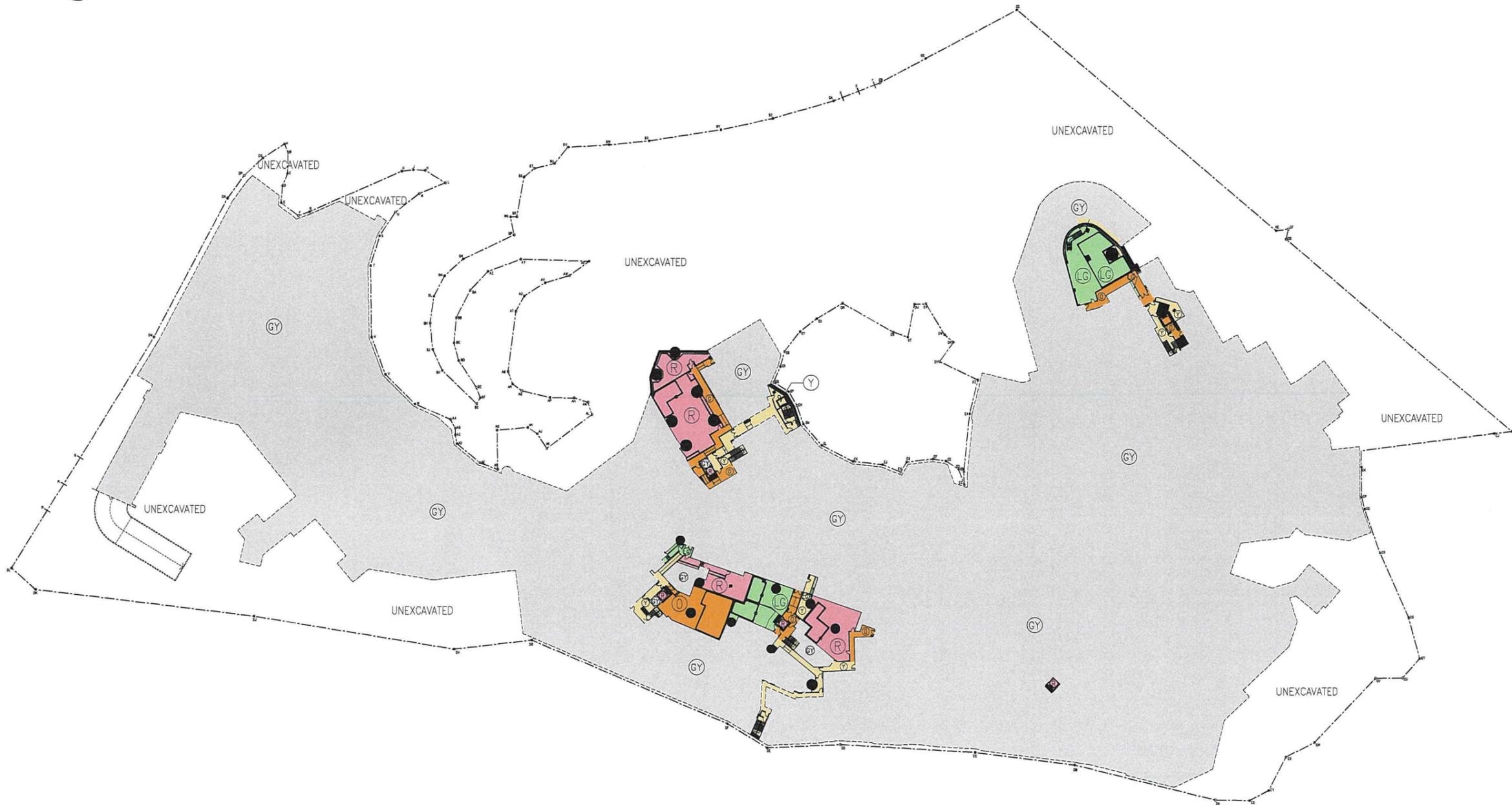
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GREENERY PLAN AT 1/F
 SCALE 1 : 1200

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 CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)
 11 APRIL 2022



COLOUR LEGEND

- Y RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
- R RESIDENTIAL COMMON AREAS AND FACILITIES
- LG DEVELOPMENT COMMON AREAS AND FACILITIES
- O RESIDENTIAL AND RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
- GY SUBSEQUENT PHASE(S)

C	APR 2022	4TH SUBMISSION
B	AUG 2021	3RD SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂

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PROJECT / 工程項目
 PROPOSED DEVELOPMENT
 AT AREA 54, SIU HONG, TUEN MUN
 N.T. - T.M.T.L.483 R.P. & THE
 EXTENSION THERETO

DRAWING / 圖名
 PHASE 1A - B2/F PLAN

SCALE / 比例 1:1200@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-04
- A B C	

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B2/F PLAN
 SCALE 1 : 1200

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Chan Wan Ming
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 AUTHORIZED PERSON (ARCHITECT)
 11 APRIL 2022



B1/F PLAN

SCALE 1 : 1200

COLOUR LEGEND

- Y RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
- R RESIDENTIAL COMMON AREAS AND FACILITIES
- I COMMERCIAL ACCOMMODATION WITHIN PHASE
- LG DEVELOPMENT COMMON AREAS AND FACILITIES
- O RESIDENTIAL AND RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
- VDL LOADING AND UNLOADING SPACES (VIOLET DOTTED LINE)
- GY SUBSEQUENT PHASE(S)

B	APR 2022	4TH SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 號數	DATE / 日期	AMENDMENT / 修訂



PROJECT / 工程項目
PROPOSED DEVELOPMENT
AT AREA 54, SIU HONG, TUEN MUN
N.T. - T.M.T.L.483 R.P. & THE
EXTENSION THERETO

DRAWING / 圖名
PHASE 1A - B1/F PLAN

SCALE / 比例 1:1200@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-05

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定
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UPPER PART OF STAIRCASE B-ST-1

UPPER PART OF STAIRCASE B-ST-6

UPPER PART OF STAIRCASE B-ST-15

UPPER PART OF STAIRCASE B-FRS-12

UPPER PART OF STAIRCASE B-M-6

UPPER PART OF STAIRCASE B-FRS-10

UPPER PART OF STAIRCASE B-FRS-3
& B-ST-16 & B-M-5

UPPER PART OF STAIRCASE B-FRS-5 & B-TX-2

UPPER PART OF STAIRCASE B-FRS-4

UPPER PART OF STAIRCASE B-FRS-9

UPPER PART OF STAIRCASE B-FRS-8

UPPER PART OF STAIRCASE B-TX-1

UPPER PART OF STAIRCASE B-M-12

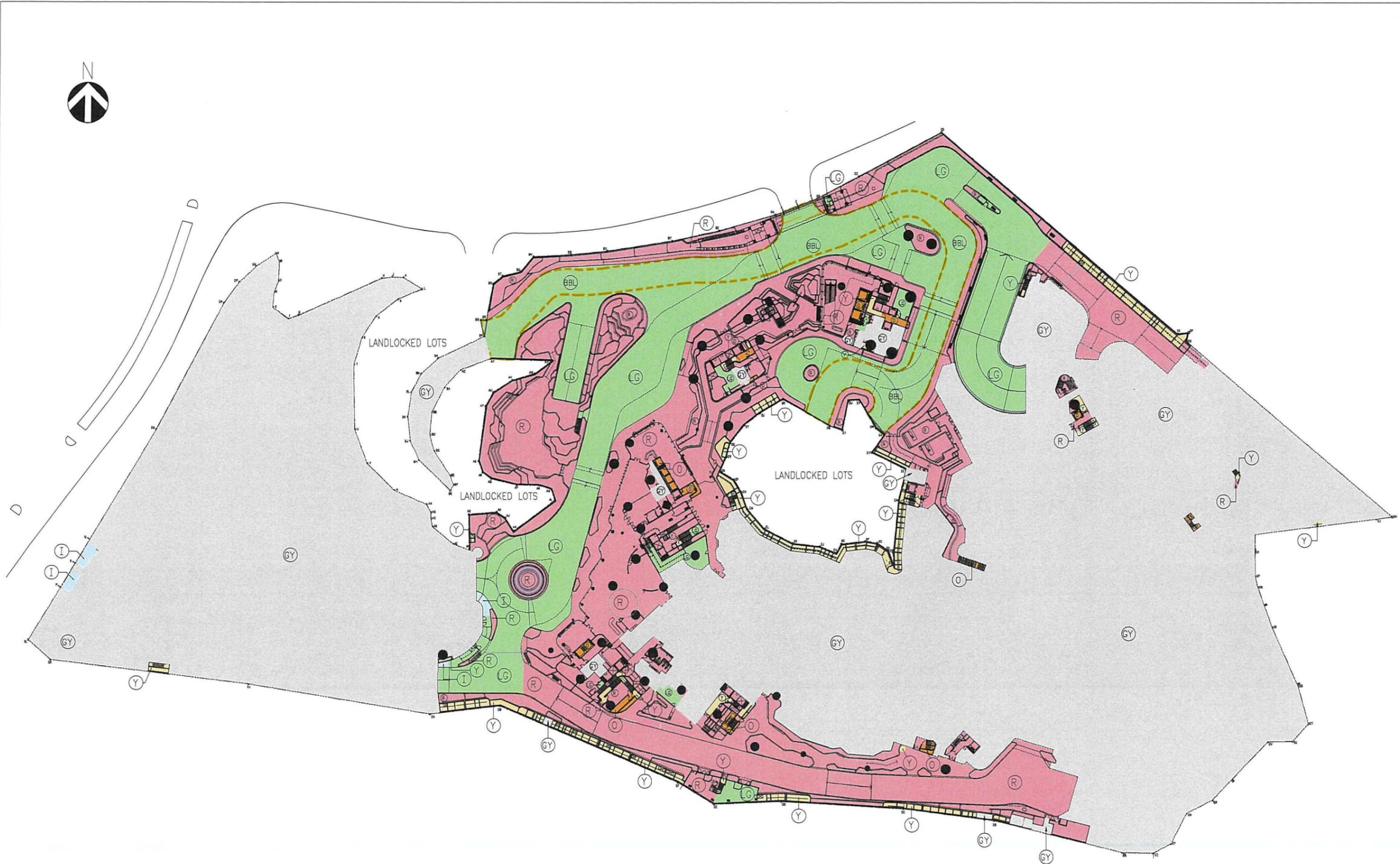
UPPER PART OF STAIRCASE B-ST-13

UPPER PART OF STAIRCASE B-FRS-11

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AUTHORIZED PERSON (ARCHITECT)

11 APRIL 2022



COLOUR LEGEND

	RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
	RESIDENTIAL COMMON AREAS AND FACILITIES
	COMMERCIAL ACCOMMODATION WITHIN PHASE 1A
	DEVELOPMENT COMMON AREAS AND FACILITIES
	RESIDENTIAL AND RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
	SUBSEQUENT PHASE(S)
	ACCESS ROAD (BROWN BROKEN LINE)

C	APR 2022	4TH SUBMISSION
B	AUG 2021	3RD SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂



PROJECT / 工程項目
 PROPOSED DEVELOPMENT
 AT AREA 54, SIU HONG, TUEN MUN
 N.T. - T.M.T.L.483 R.P. & THE
 EXTENSION THERETO

DRAWING / 圖名
 PHASE 1A - G/F PLAN

SCALE / 比例 1:1200@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-06
- A B C	

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G/F PLAN
 SCALE 1 : 1200

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Chan Wan Ming

CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)
 11 APRIL 2022

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COLOUR LEGEND

- R RESIDENTIAL COMMON AREAS AND FACILITIES
- O RESIDENTIAL AND RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
- GY SUBSEQUENT PHASE(S)

C	APR 2022	4TH SUBMISSION
B	AUG 2021	3RD SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 號	DATE / 日期	AMENDMENT / 更改



PROJECT / 工程項目
 PROPOSED DEVELOPMENT
 AT AREA 54, SIU HONG, TUEN MUN
 N.T. - T.M.T.L.483 R.P. & THE
 EXTENSION THERETO

DRAWING / 圖名
 PHASE 1A - 1/F PLAN

SCALE / 比例 1:1200@A3	JOB NUMBER / 工程編號 4518	
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-07	
- A B C		
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1/F PLAN
 SCALE 1 : 1200

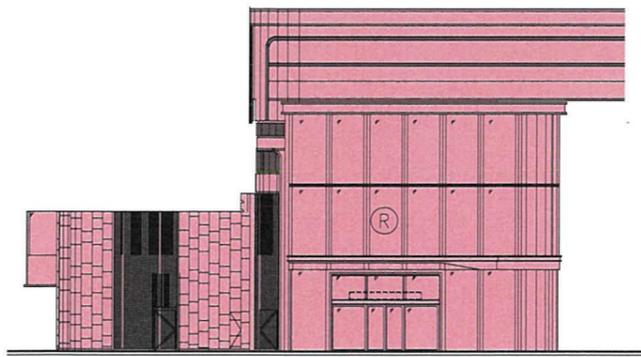
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 AUTHORIZED PERSON (ARCHITECT)

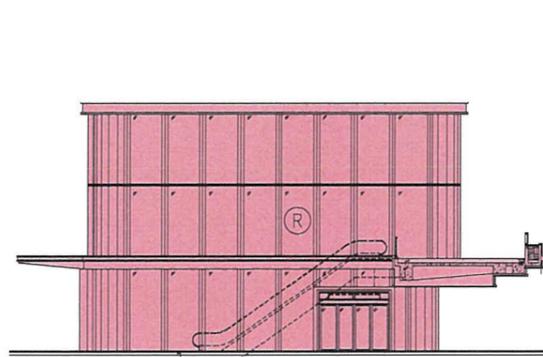
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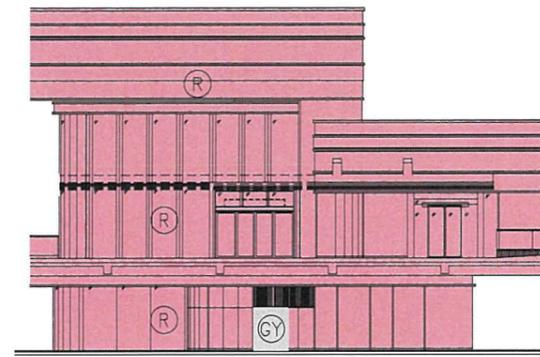
ELVERUM TOWER PODIUM ELEVATION



V ELEVATION



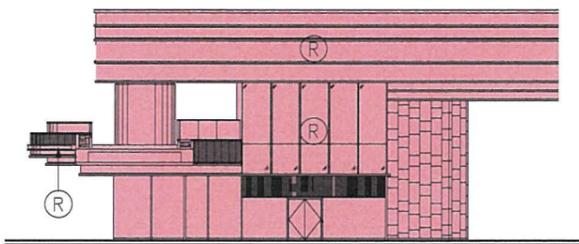
W ELEVATION



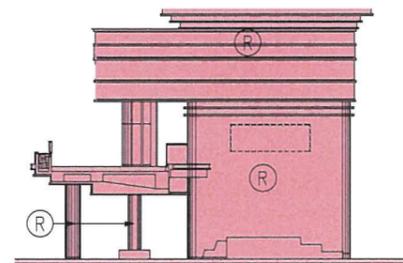
X ELEVATION



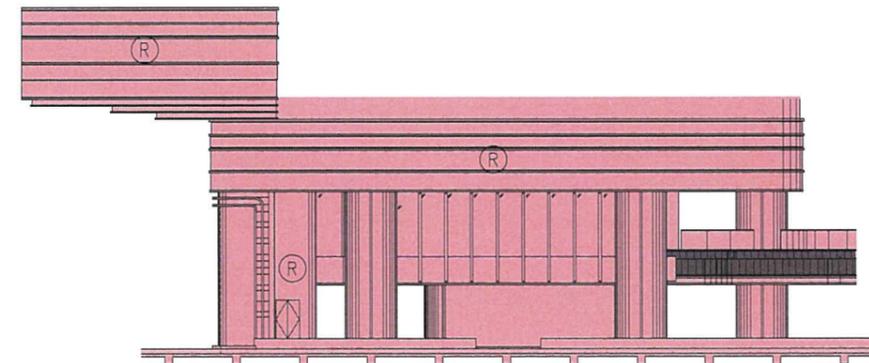
KEY PLAN AT 1/F



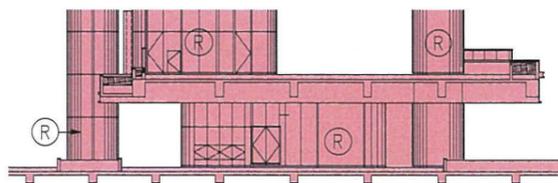
Y ELEVATION



Z ELEVATION



AA ELEVATION



AB ELEVATION



AC ELEVATION

COLOUR LEGEND

- R RESIDENTIAL COMMON AREAS AND FACILITIES
- LG DEVELOPMENT COMMON AREAS AND FACILITIES
- O RESIDENTIAL AND RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
- GY SUBSEQUENT PHASE(S)

NUMBER / 編號	DATE / 日期	AMENDMENT / 更改
A	APR 2022	4TH SUBMISSION
-	FEB 2021	1ST SUBMISSION



PROJECT / 工程項目
 PROPOSED DEVELOPMENT
 AT AREA 54, SIU HONG, TUEN MUN
 N.T. - T.M.T.L.483 R.P. & THE
 EXTENSION THERETO

DRAWING / 圖名
 PODIUM ELEVATION

SCALE / 比例
 1:400@A3

JOB NUMBER / 工程編號
 4518

DATE / 日期
 AUG 2020

DRAWING NUMBER / 圖號
 DMC-P-08

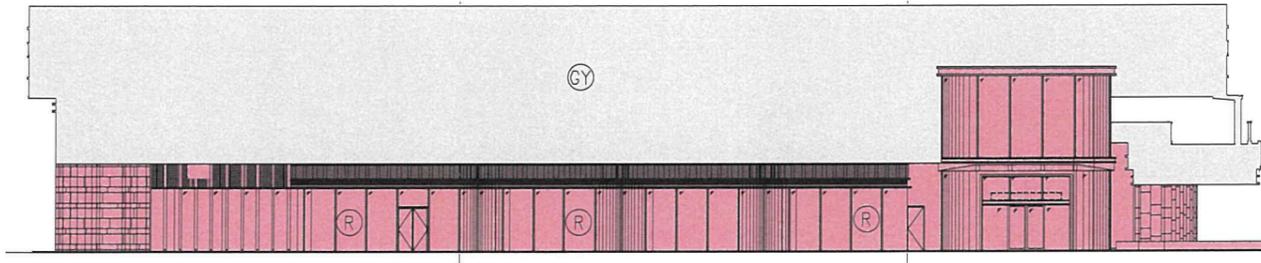
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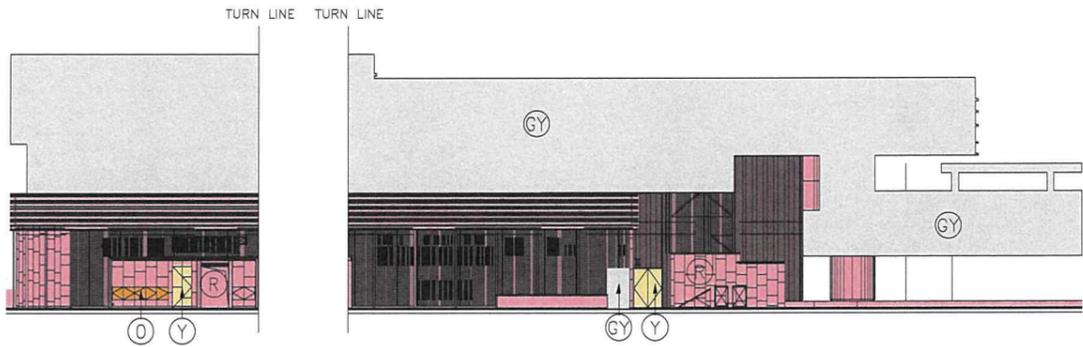
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 CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)
 11 APRIL 2022

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BERGEN TOWER PODIUM ELEVATION



A ELEVATION



C ELEVATION

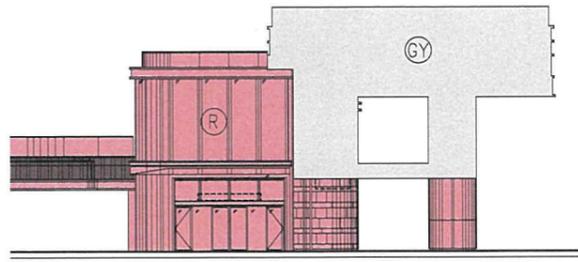
D ELEVATION



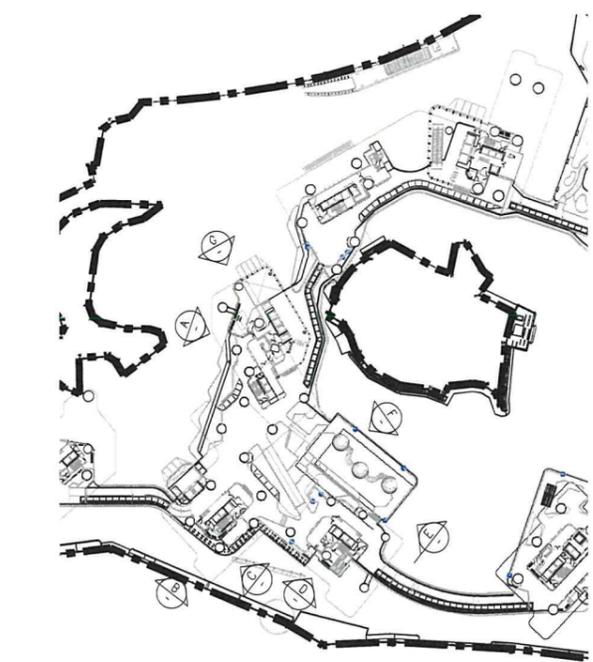
F ELEVATION



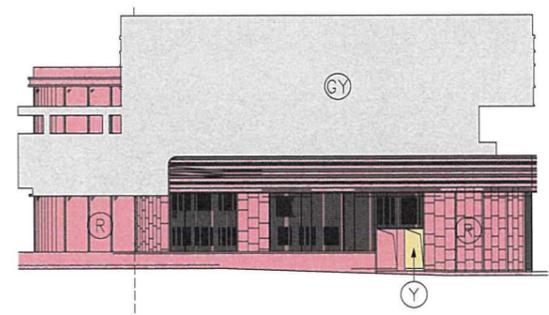
E ELEVATION



G ELEVATION



KEY PLAN AT 1/F



B ELEVATION

COLOUR LEGEND

- Y RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
- R RESIDENTIAL COMMON AREAS AND FACILITIES
- O RESIDENTIAL AND RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
- LG DEVELOPMENT COMMON AREAS AND FACILITIES
- GY SUBSEQUENT PHASE(S)

B	APR 2022	4TH SUBMISSION
A	AUG 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 圖號	DATE / 日期	AMENDMENT / 修改

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PROJECT / 工程項目
 PROPOSED DEVELOPMENT
 AT AREA 54, SIU HONG, TUEN MUN
 N.T. - T.M.T.L.483 R.P. & THE
 EXTENSION THERETO

DRAWING / 圖名
 PODIUM ELEVATION

SCALE / 比例 1:400@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-09

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CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)

11 APRIL 2022

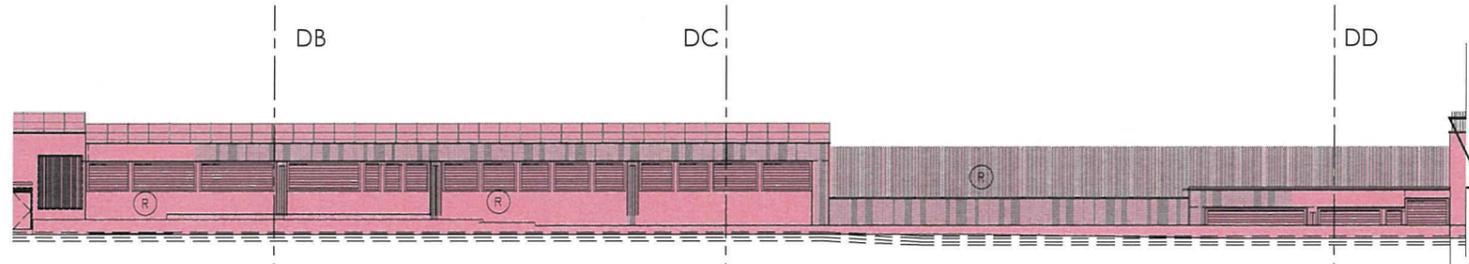
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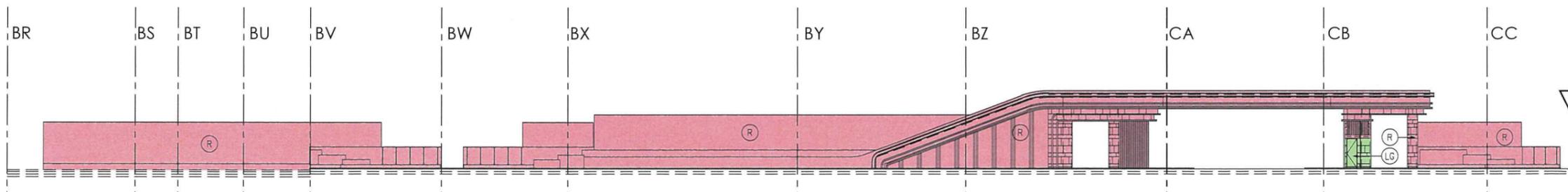
KEY PLAN

SCALE 1:5000



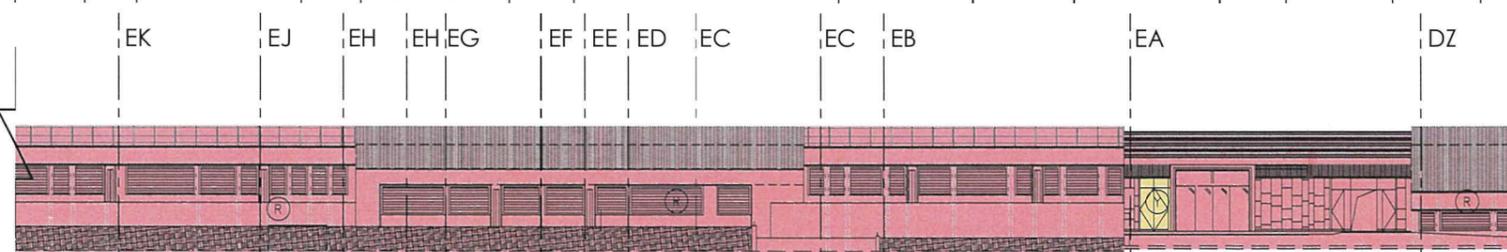
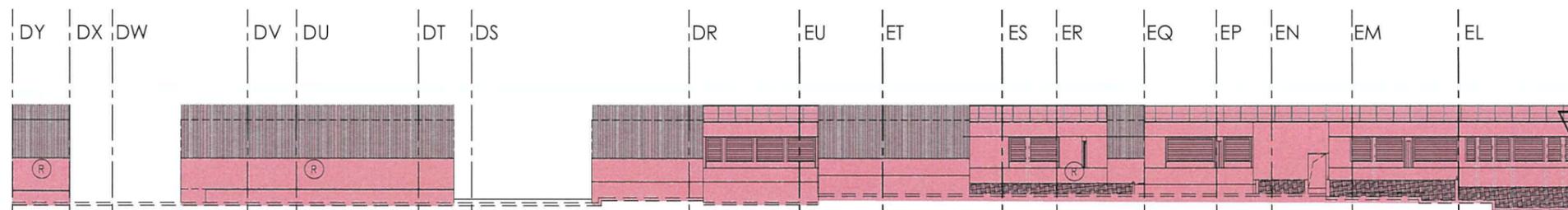
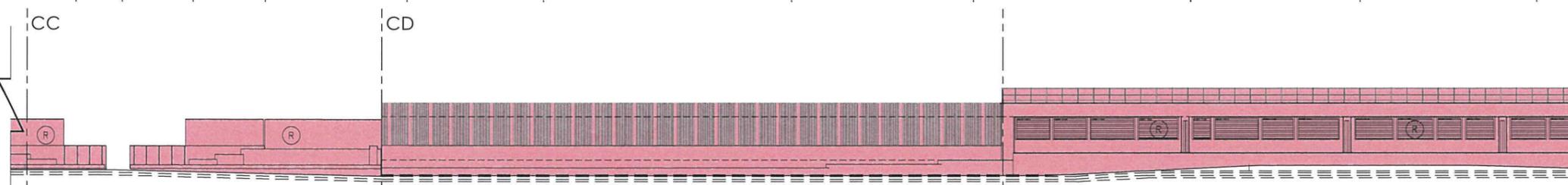
ELEVATION 1

SCALE 1:400



ELEVATION 2

SCALE 1:400



ELEVATION 3

SCALE 1:400

COLOUR LEGEND

- R RESIDENTIAL COMMON AREAS AND FACILITIES
- LG DEVELOPMENT COMMON AREAS AND FACILITIES
- Y RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES

A	APR 2022	4TH SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 號	DATE / 日期	AMENDMENT / 修訂

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PROJECT / 工程項目
 PROPOSED DEVELOPMENT
 AT AREA 54, SIU HONG, TUEN MUN
 N.T. - T.M.T.L.483 R.P. & THE
 EXTENSION THERETO

DRAWING / 圖名
 PODIUM ELEVATIONS (FENCE WALL)

SCALE / 比例	JOB NUMBER / 工程編號
AS SHOWN	4518
DATE / 日期	DRAWING NUMBER / 圖號
AUG 2020	DMC-P-10

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

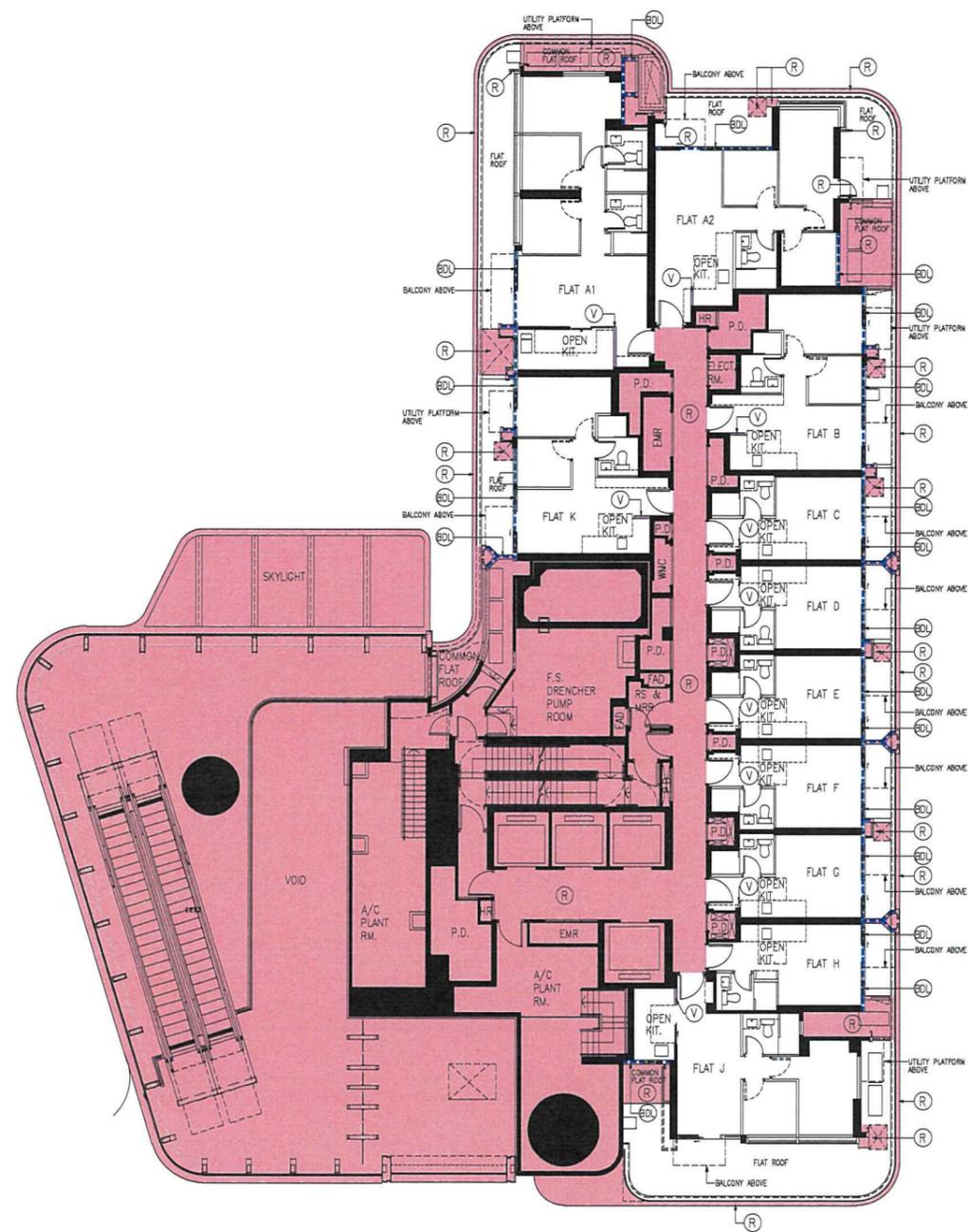
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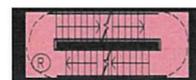
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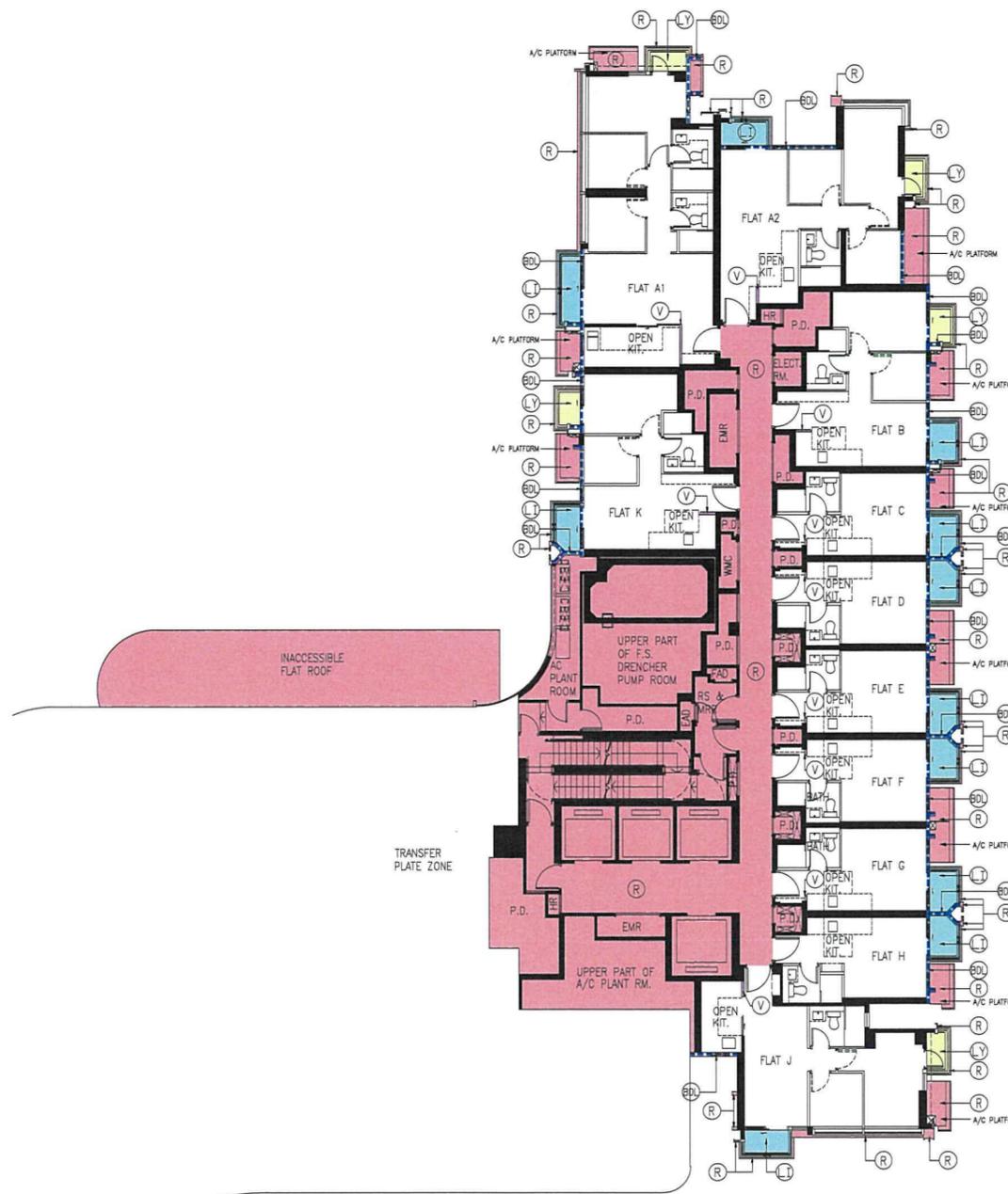
ELVERUM TOWER 1 – GARDEN FLOOR PLAN (2/F)



PART PLAN OF STAIRCASE
E1-ST-1 & 2 AT
UPPER PART OF 1/F



PART PLAN OF STAIRCASE
E1-ST-1 & 2 AT
TRANSFER PLATE LEVEL



ELVERUM TOWER 1 – 3/F PLAN

COLOUR LEGEND

- R RESIDENTIAL COMMON AREAS AND FACILITIES
- V KITCHEN WALL
- LI BALCONY
- LY UTILITY PLATFORM
- (BDL) NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)

B	APR 2022	4TH SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 號	DATE / 日期	AMENDMENT / 註

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PROPOSED DEVELOPMENT
AT AREA 54, SIU HONG, TUEN MUN
N.T. – T.M.T.L.483 R.P. & THE
EXTENSION THERETO

DRAWING / 圖名
PHASE 1A – ELVERUM TOWER 1
GARDEN FLOOR PLAN (2/F) & 3/F PLAN

SCALE / 比例 1:250@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-11
- A B	

DESIGNED / 設計 CHECKED / 審核 APPROVED / 簽定

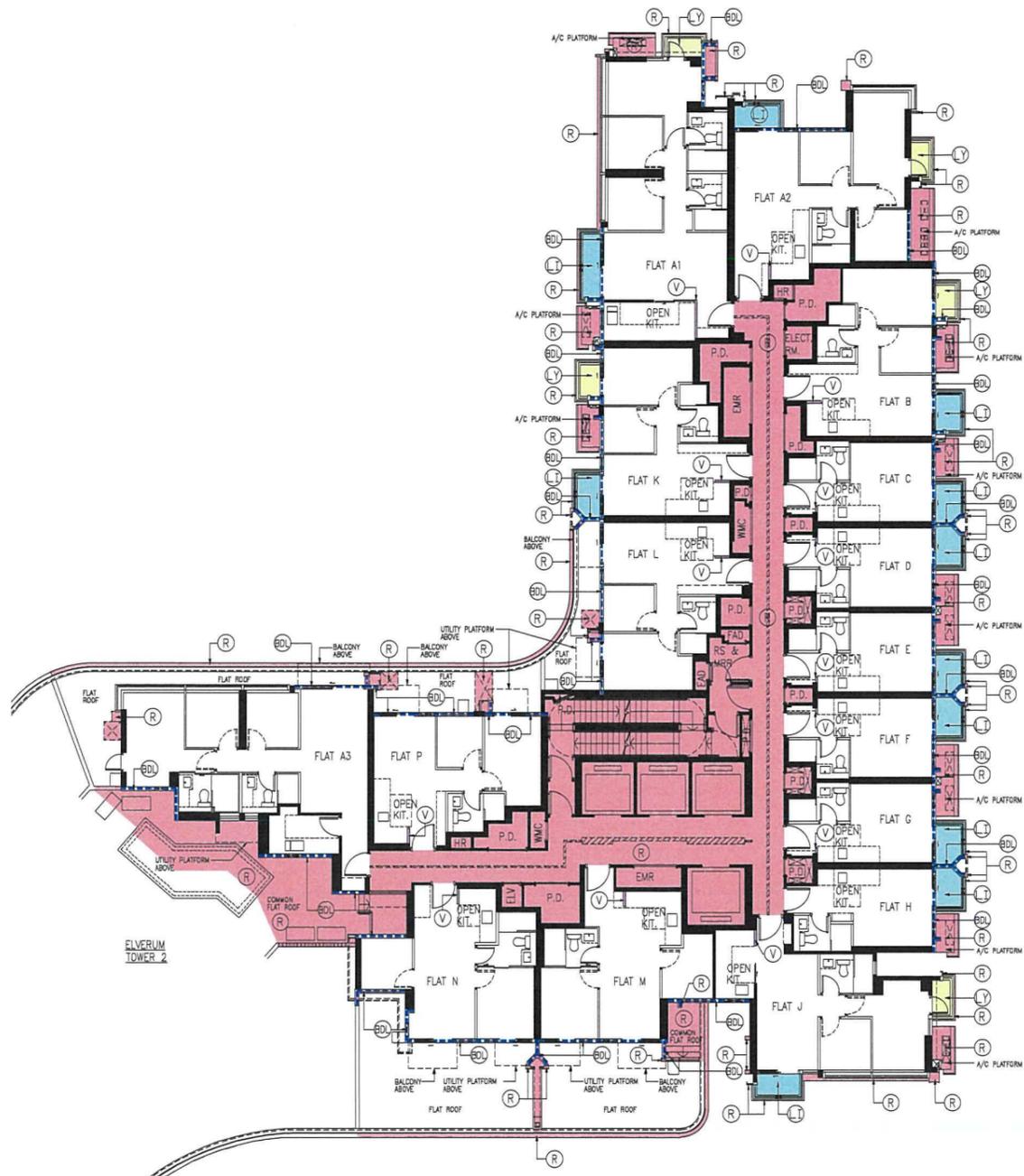
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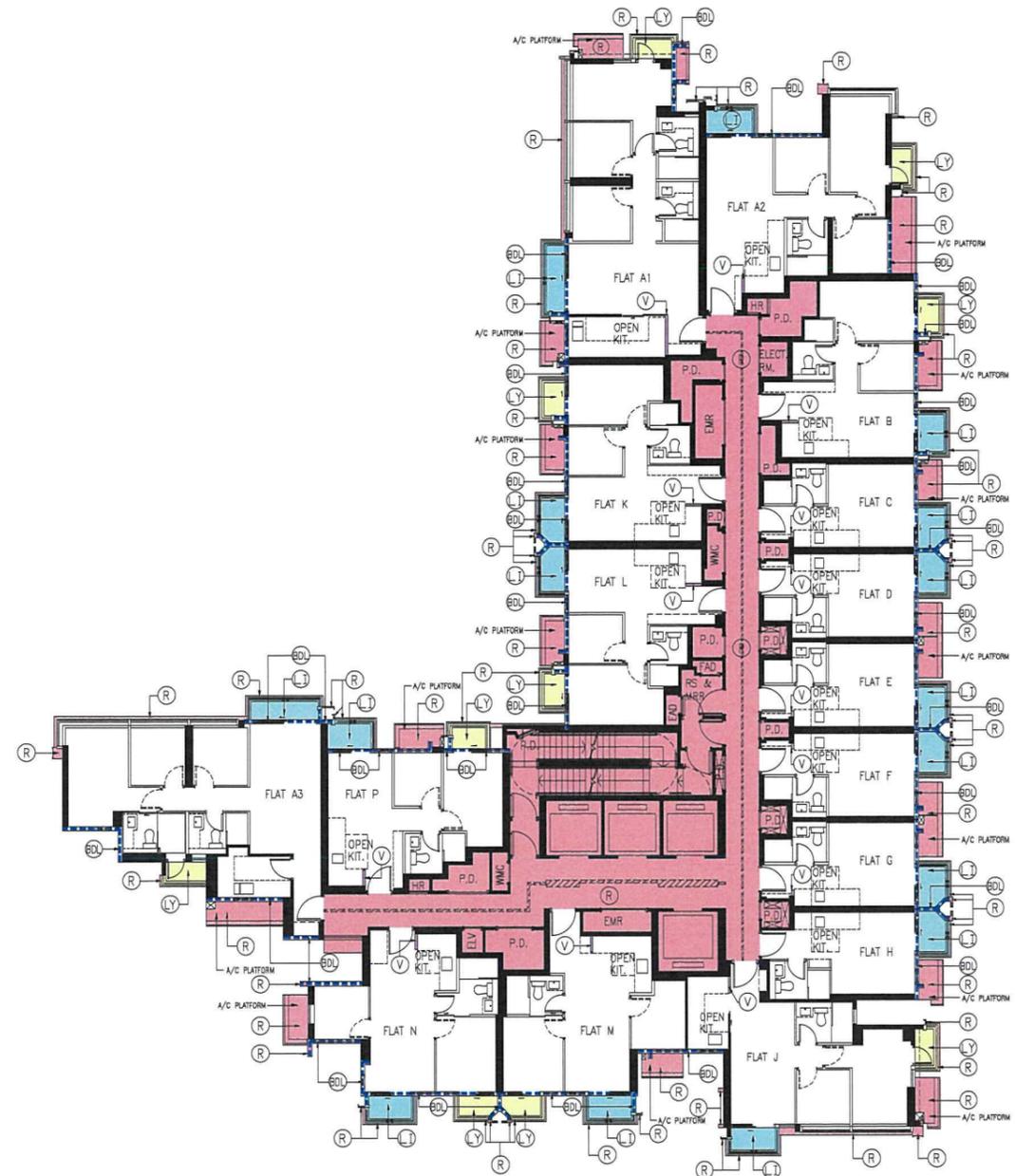
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11 APRIL 2022

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ELVERUM TOWER 1 - 5/F PLAN



ELVERUM TOWER 1 - TYPICAL FLOOR PLAN
(6/F TO 28/F)

(4/F, 13/F, 14/F & 24/F OMLITTED)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

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AUTHORIZED PERSON (ARCHITECT)

11 APRIL 2022

COLOUR LEGEND

- R RESIDENTIAL COMMON AREAS AND FACILITIES
- WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- KITCHEN WALL
- BALCONY
- UTILITY PLATFORM
- (BDL) NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)

C	APR 2022	4TH SUBMISSION
B	AUG 2021	3RD SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 號	DATE / 日期	AMENDMENT / 修訂

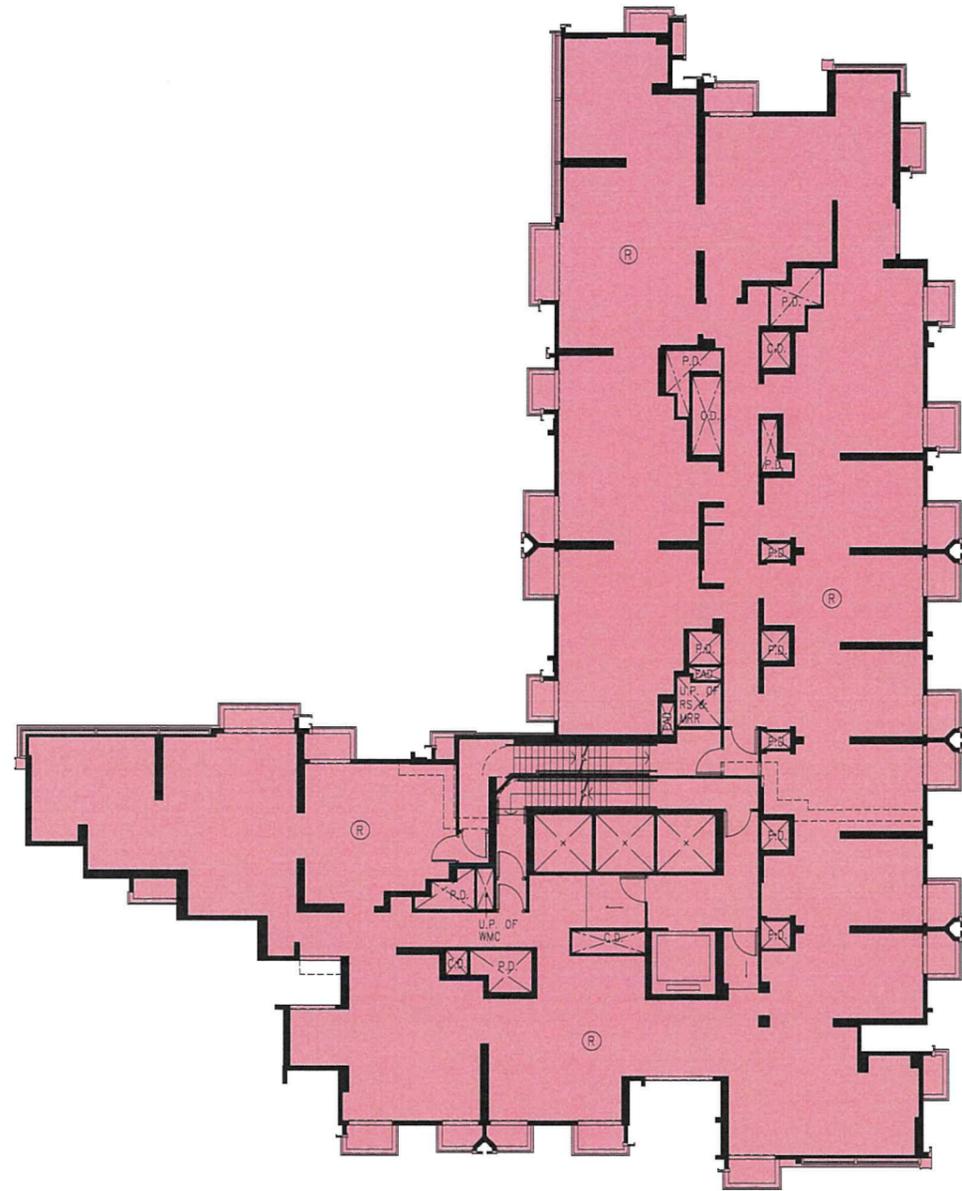


PROJECT / 工程項目
PROPOSED DEVELOPMENT
AT AREA 54, SIU HONG, TUEN MUN
N.T. - T.M.T.L.483 R.P. & THE
EXTENSION THERETO

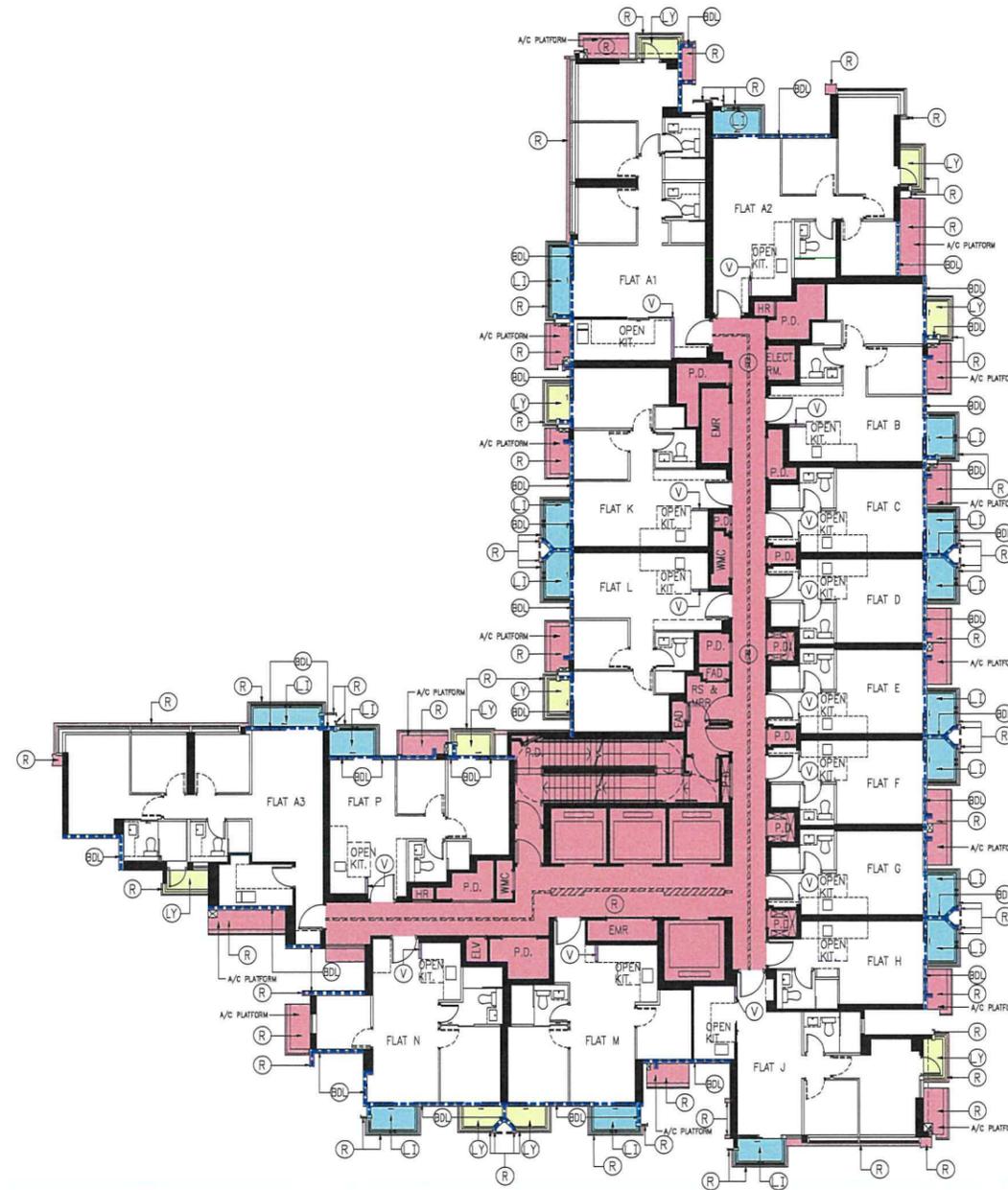
DRAWING / 圖名
PHASE 1A - ELVERUM TOWER 1
5/F & TYPICAL FLOOR PLAN

SCALE / 比例 1:250@A3	JOB NUMBER / 工程編號 4518	
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-12	
- A B C		
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ELVERUM TOWER 1 – REFUGE FLOOR PLAN (19/F)



ELVERUM TOWER 1 – TYPICAL FLOOR PLAN (29/F TO 33/F)

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AUTHORIZED PERSON (ARCHITECT)

11 APRIL 2022

COLOUR LEGEND

- R RESIDENTIAL COMMON AREAS AND FACILITIES
- WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- V KITCHEN WALL
- LI BALCONY
- LY UTILITY PLATFORM
- BDL NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)

B	APR 2022	4TH SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 編號	DATE / 日期	AMENDMENT / 更改



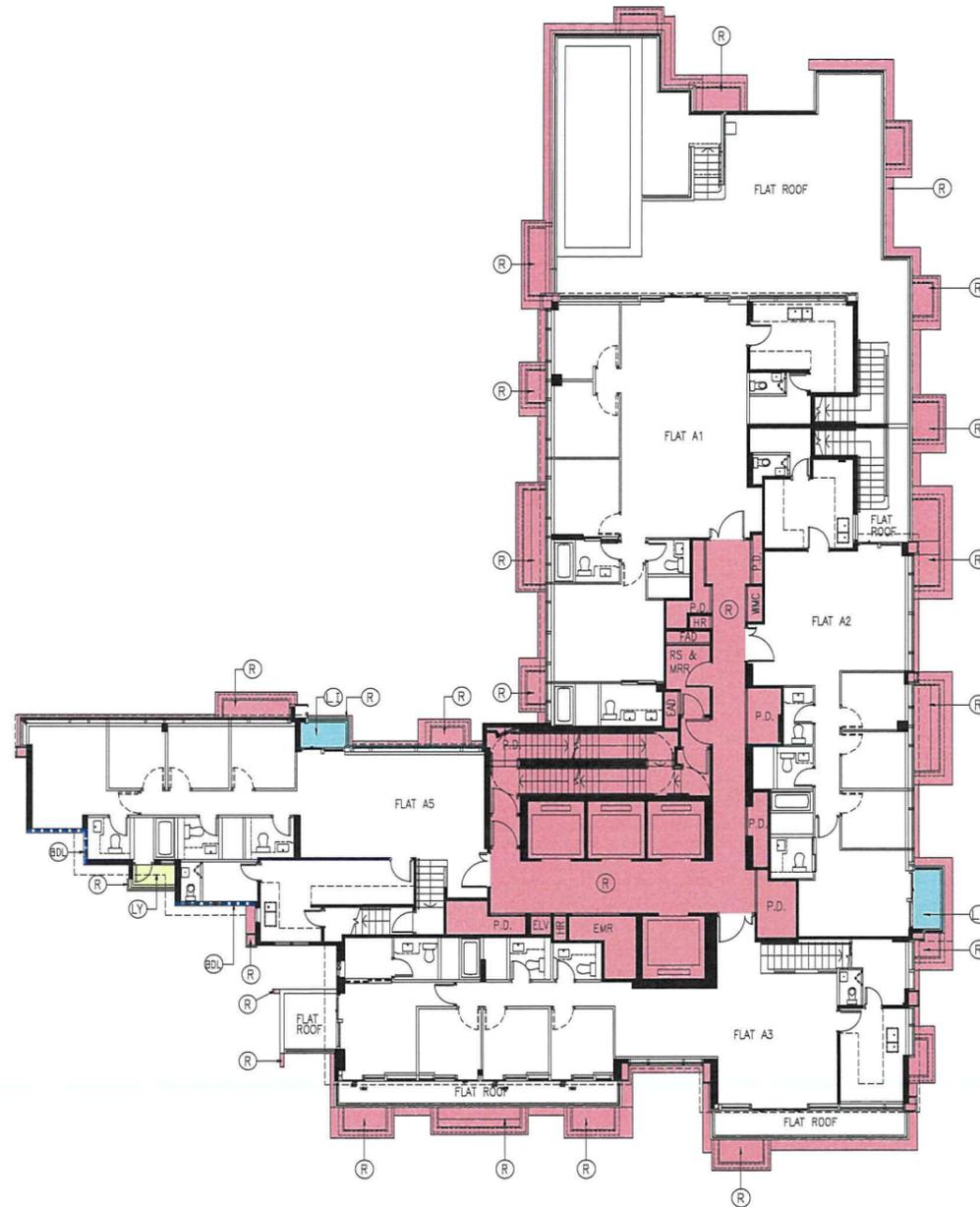
PROJECT / 工程項目
PROPOSED DEVELOPMENT
AT AREA 54, SIU HONG, TUEN MUN
N.T. – T.M.T.L.483 R.P. & THE
EXTENSION THERETO

DRAWING / 圖名
PHASE 1A – ELVERUM TOWER 1
19/F & 29–33/F PLAN

SCALE / 比例 1:250@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-13

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ELVERUM TOWER 1 – PENTHOUSE FLOOR PLAN (35/F)

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11 APRIL 2022

COLOUR LEGEND

- R RESIDENTIAL COMMON AREAS AND FACILITIES
- LI BALCONY
- LY UTILITY PLATFORM
- BDL NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)

B	APR 2022	4TH SUBMISSION
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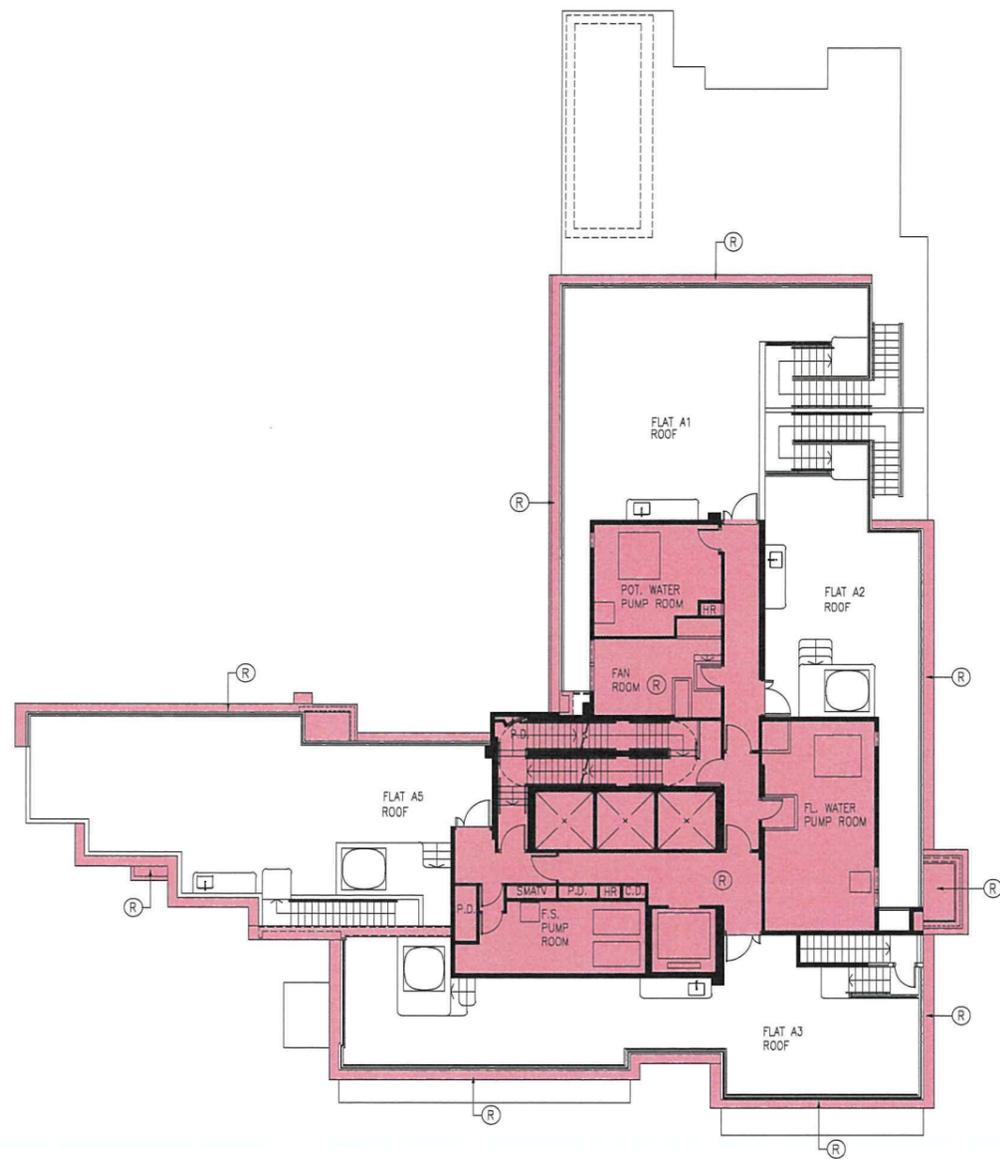
PROJECT / 工程項目
 PROPOSED DEVELOPMENT
 AT AREA 54, SIU HONG, TUEN MUN
 N.T. – T.M.T.L.483 R.P. & THE
 EXTENSION THERETO

DRAWING / 圖名
 PHASE 1A – ELVERUM TOWER 1
 PENTHOUSE FLOOR PLAN (35/F)

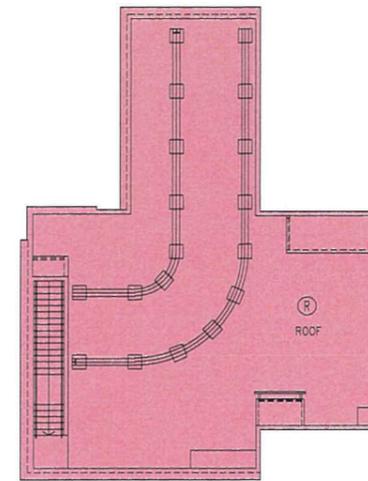
SCALE / 比例 1:250@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-14

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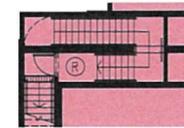
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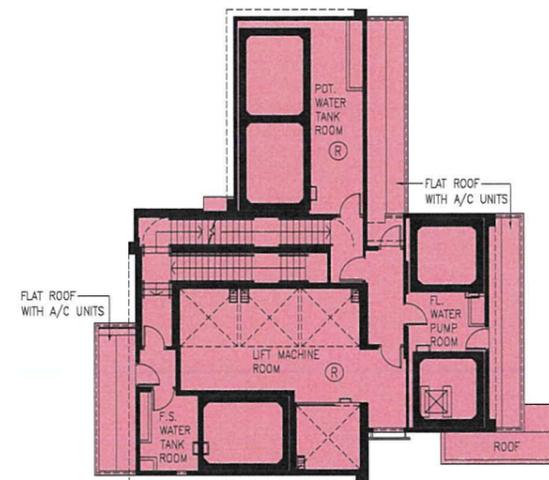
ELVERUM TOWER 1 - ROOF FLOOR PLAN



TOP ROOF FLOOR PLAN



PART PLAN OF STAIRCASE



UPPER ROOF FLOOR PLAN

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Chan Wan Ming

CHAN WAN MING
AUTHORIZED PERSON (ARCHITECT)

11 APRIL 2022

COLOUR LEGEND

(R) RESIDENTIAL COMMON AREAS AND FACILITIES

C	APR 2022	4TH SUBMISSION
B	AUG 2021	3RD SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 號數	DATE / 日期	AMENDMENT / 修訂

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PROJECT / 工程項目
PROPOSED DEVELOPMENT
AT AREA 54, SIU HONG, TUEN MUN
N.T. - T.M.T.L.483 R.P. & THE
EXTENSION THERETO

DRAWING / 圖名
PHASE 1A - ELVERUM TOWER 1
ROOF, UPPER ROOF & TOP ROOF PLAN

SCALE / 比例 1:250@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-15

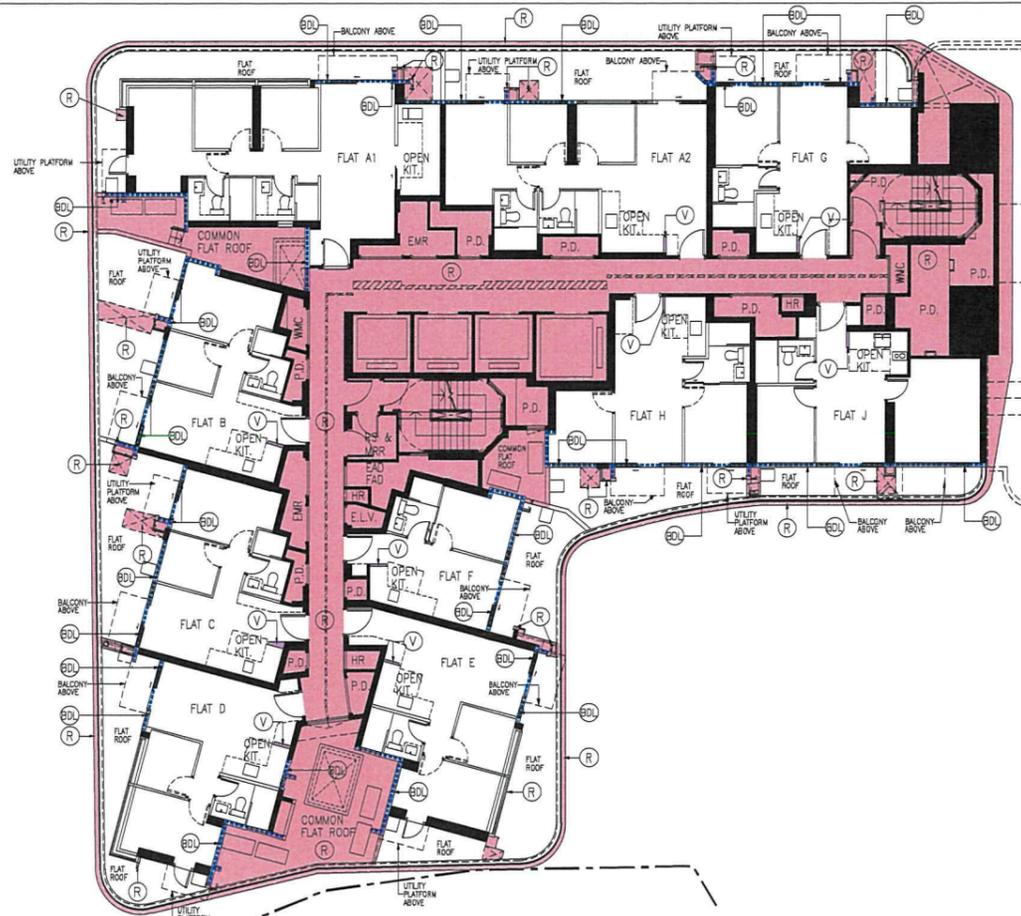
- | A | B | C | | | |

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定
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PART PLAN OF
STAIRCASE E2-ST-1
AT TRANSFER PLATE LEVEL



ELVERUM TOWER 2 - GARDEN FLOOR PLAN (2/F)



ELVERUM TOWER 2 - 3/F PLAN



PART PLAN OF
STAIRCASE E2-ST-2
AT TRANSFER PLATE LEVEL

COLOUR LEGEND

- R RESIDENTIAL COMMON AREAS AND FACILITIES
- V KITCHEN WALL
- LI BALCONY
- LY UTILITY PLATFORM
- BDL NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)

C	APR 2022	4TH SUBMISSION
B	AUG 2021	3RD SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 號	DATE / 日期	AMENDMENT / 修訂

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PROJECT / 工程項目
PROPOSED DEVELOPMENT
AT AREA 54, SIU HONG, TUEN MUN
N.T. - T.M.T.L.483 R.P. & THE
EXTENSION THERETO

DRAWING / 圖名
PHASE 1A - ELVERUM TOWER 2
GARDEN FLOOR PLAN (2/F) & 3/F PLAN

SCALE / 比例 1:250@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-16
- A B C	

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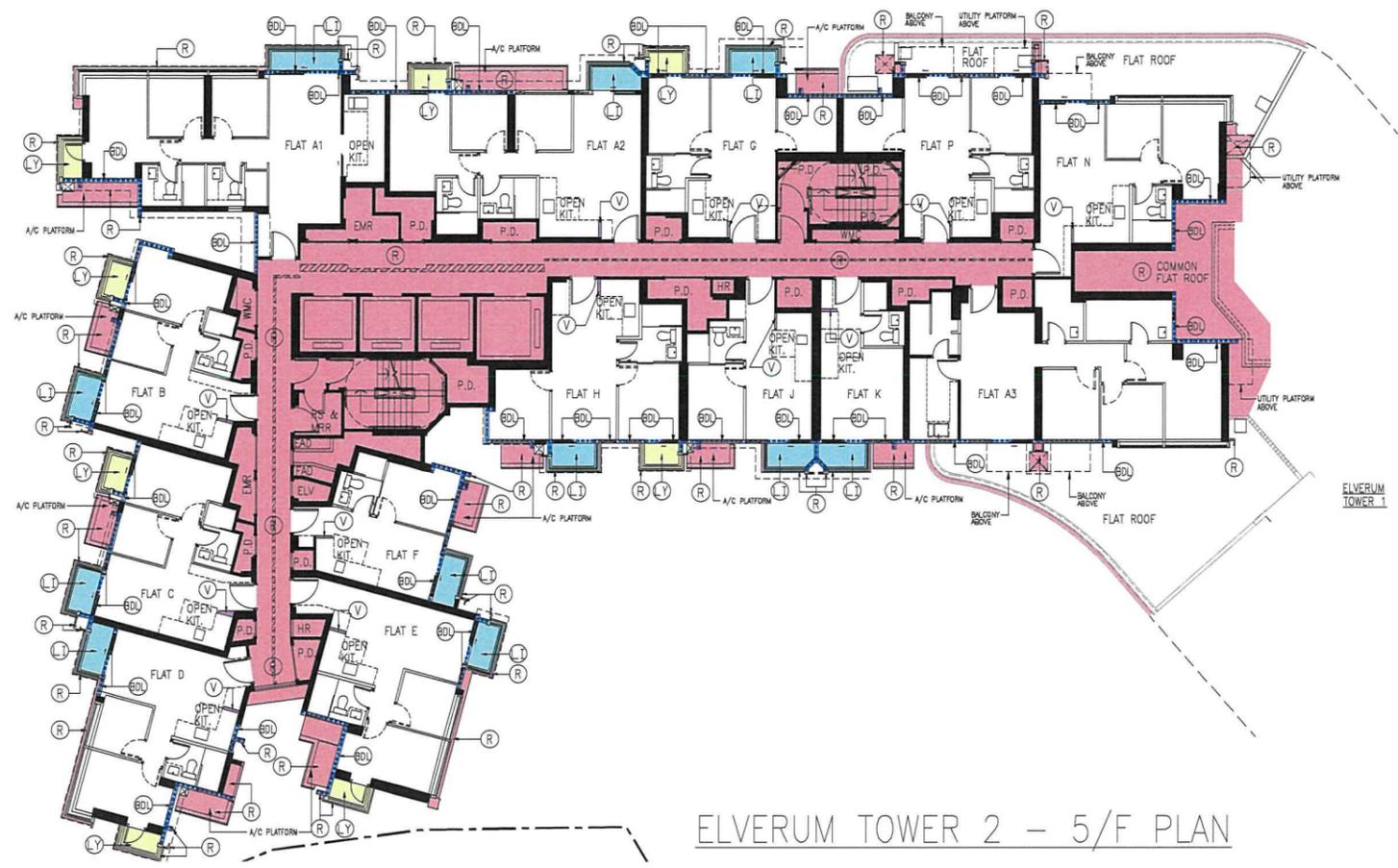
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Chan Wan Ming

CHAN WAN MING
AUTHORIZED PERSON (ARCHITECT)

11 APRIL 2022

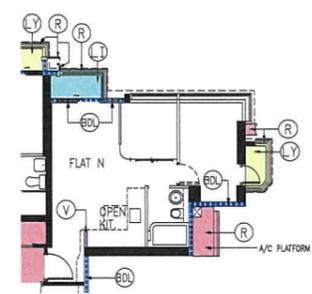
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ELVERUM TOWER 2 - 5/F PLAN



ELVERUM TOWER 2 - TYPICAL FLOOR PLAN
(6/F TO 28/F)
(4/F, 13/F, 14/F & 24/F OMITTED)



PART PLAN OF FLAT N AT 28/F

COLOUR LEGEND

	RESIDENTIAL COMMON AREAS AND FACILITIES
	WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
	KITCHEN WALL
	BALCONY
	UTILITY PLATFORM
	NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)

C	APR 2022	4TH SUBMISSION
B	AUG 2021	3RD SUBMISSION
A	JUN 2021	2ND SUBMISSION
-	FEB 2021	1ST SUBMISSION
NUMBER / 號	DATE / 日期	AMENDMENT / 更改

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PROJECT / 工程項目
PROPOSED DEVELOPMENT
AT AREA 54, SIU HONG, TUEN MUN
N.T. - T.M.T.L.483 R.P. & THE
EXTENSION THERETO

DRAWING / 圖名
PHASE 1A - ELVERUM TOWER 2
5/F & TYPICAL FLOOR PLAN

SCALE / 比例 1:250@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-17
- A B C	

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定
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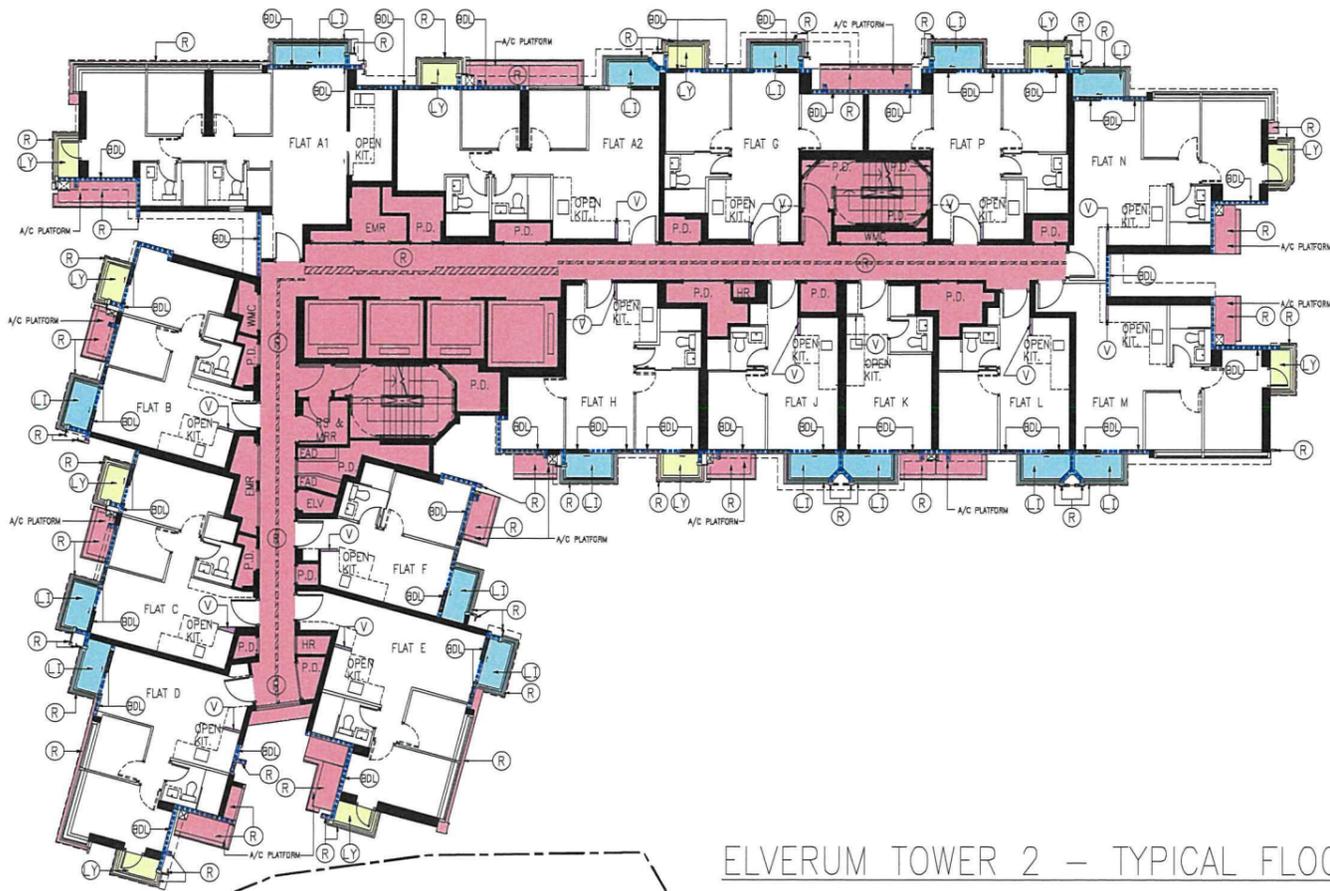
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Chan Wan Ming

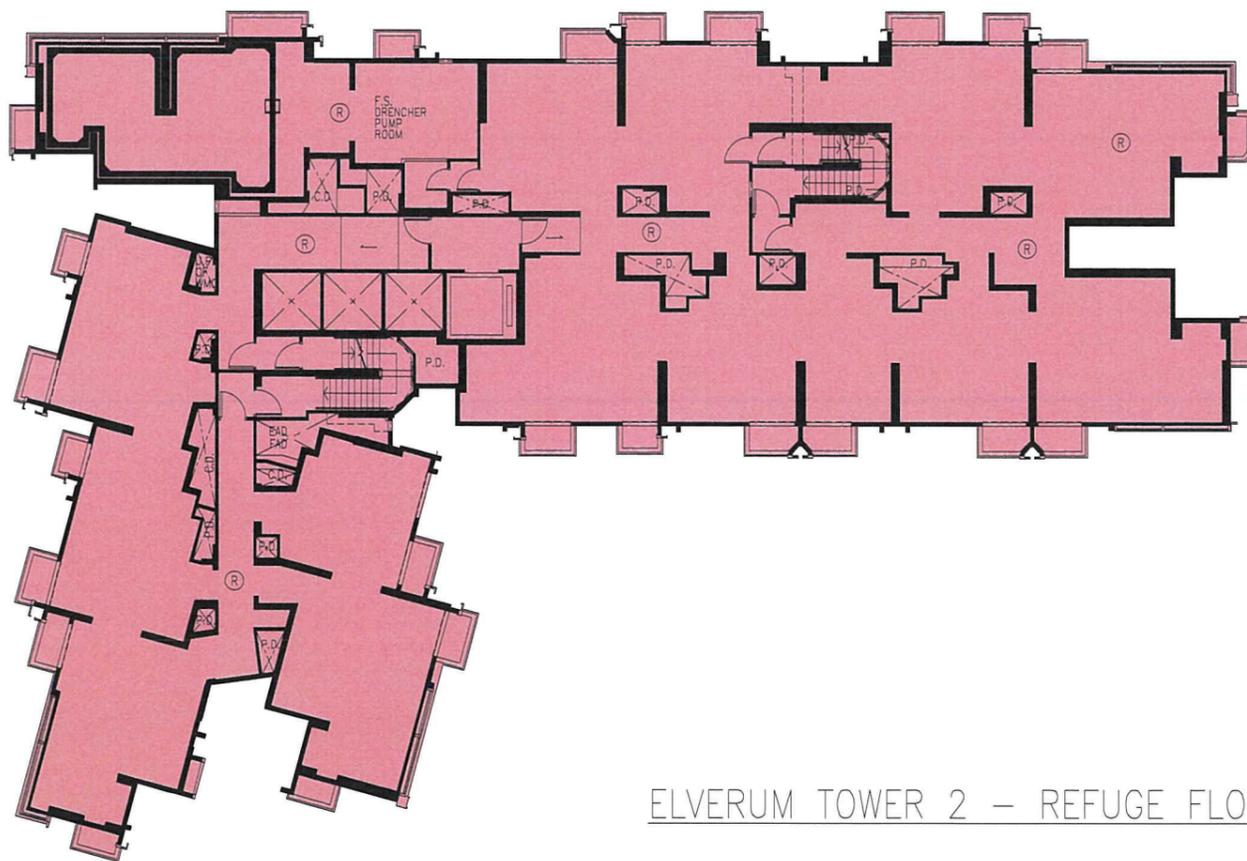
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11 APRIL 2022

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ELVERUM TOWER 2 – TYPICAL FLOOR PLAN (29/F TO 33/F)



ELVERUM TOWER 2 – REFUGE FLOOR PLAN (19/F)

COLOUR LEGEND

- R RESIDENTIAL COMMON AREAS AND FACILITIES
- V WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- LI KITCHEN WALL
- LY BALCONY
- L UTILITY PLATFORM
- BDL NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)

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 N.T. – T.M.T.L.483 R.P. & THE
 EXTENSION THERETO

DRAWING / 圖名
 PHASE 1A – ELVERUM TOWER 2
 ELVERUM TOWER 2 – 19/F & 29-33/F PLAN

SCALE / 比例 1:250@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-18
- A B	

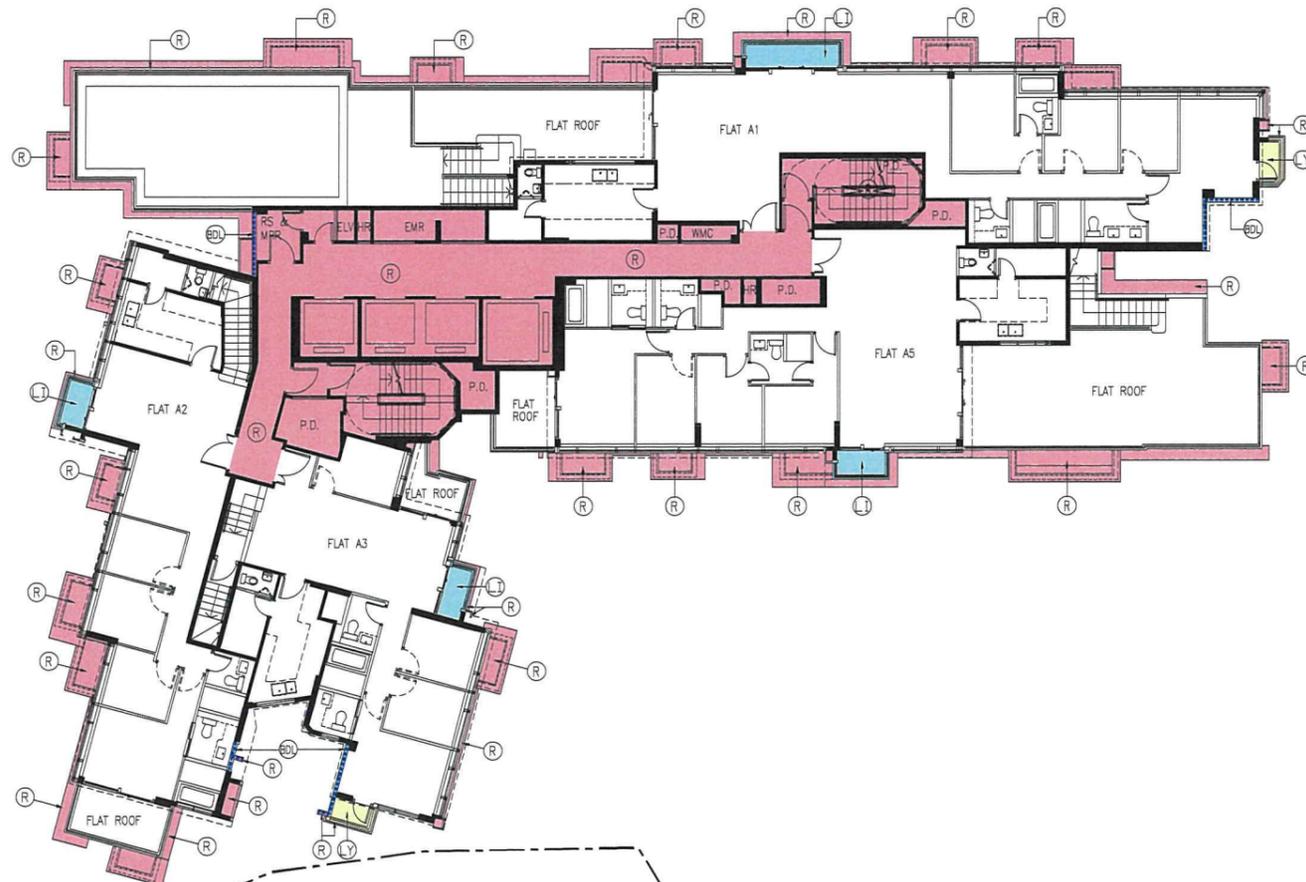
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ELVERUM TOWER 2 – PENTHOUSE FLOOR PLAN (35/F)

COLOUR LEGEND

R	RESIDENTIAL COMMON AREAS AND FACILITIES
LI	BALCONY
LY	UTILITY PLATFORM
 BDL	NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)

B	APR 2022	4TH SUBMISSION
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PROJECT / 工程項目
 PROPOSED DEVELOPMENT
 AT AREA 54, SIU HONG, TUEN MUN
 N.T. – T.M.T.L.483 R.P. & THE
 EXTENSION THERETO

DRAWING / 圖名
 PHASE 1A – ELVERUM TOWER 2
 PENTHOUSE FLOOR PLAN (35/F)

SCALE / 比例 1:250@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-19
- A B	

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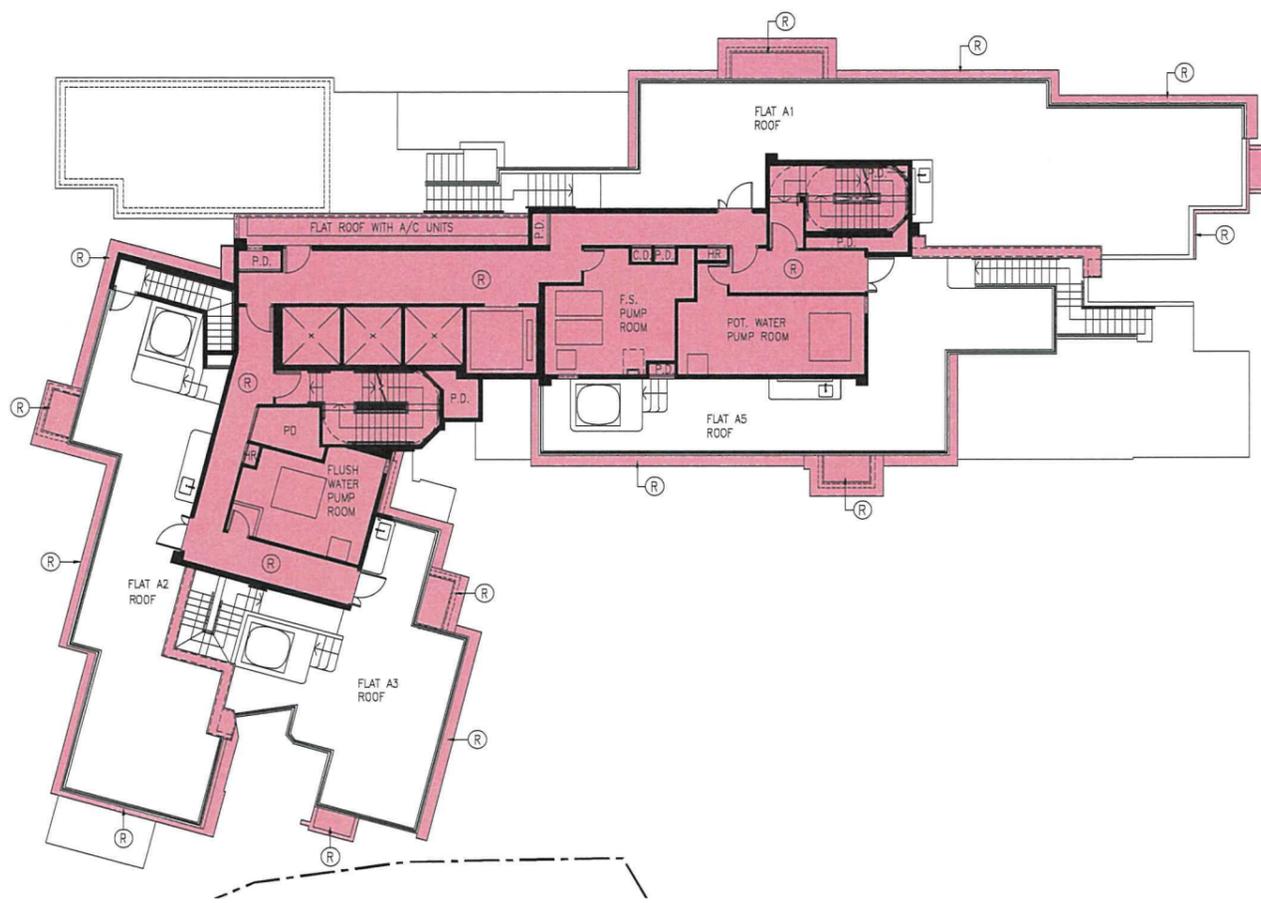
Chan Wan Ming

CHAN WAN MING
AUTHORIZED PERSON (ARCHITECT)

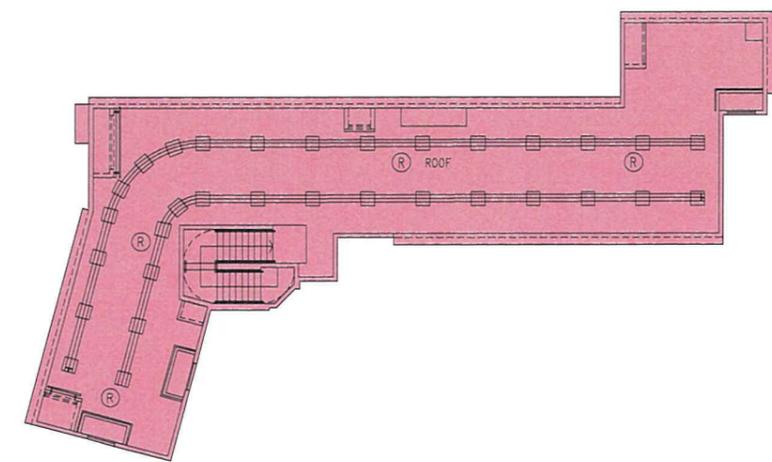
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COLOUR LEGEND

(R) RESIDENTIAL COMMON AREAS AND FACILITIES



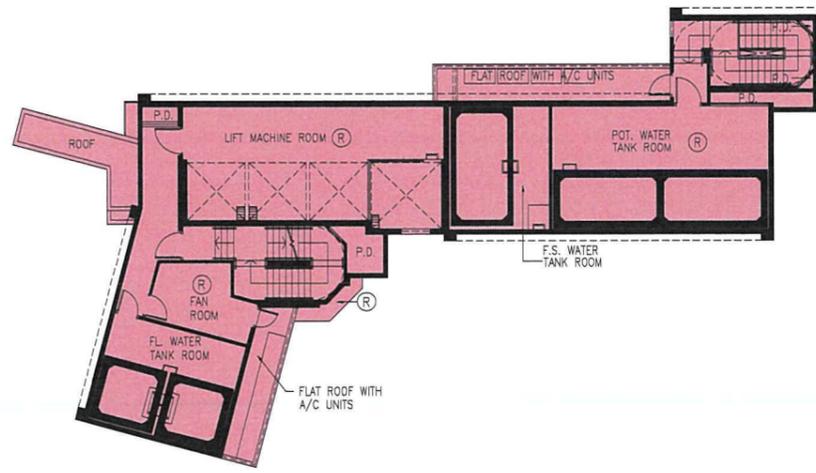
ELVERUM TOWER 2 - ROOF FLOOR PLAN



TOP ROOF FLOOR PLAN



PART PLAN OF STAIRCASE



UPPER ROOF FLOOR PLAN

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N.T. - T.M.T.L.483 R.P. & THE
EXTENSION THERETO

DRAWING / 圖名
PHASE 1A - ELVERUM TOWER 2
ROOF, UPPER ROOF & TOP ROOF PLAN

SCALE / 比例 1:250@A3	JOB NUMBER / 工程編號 4518
DATE / 日期 AUG 2020	DRAWING NUMBER / 圖號 DMC-P-20
- A B C	

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