

This version of draft plans to be annexed to the Deed of Mutual Covenant incorporating Management Agreement (“DMC”) in respect of the Development are subject to amendment(s) from time to time in the future.

此版本的將夾附於發展項目的公契及管理協議(「公契」)的圖則擬稿在將來可能會不時更改。

**THIS DEED** made the day of

**BETWEEN:**

- (1) **WISDOM SIGN LIMITED** whose registered office is situate at 27<sup>th</sup> Floor, AIA Kowloon Tower, Landmark East, 100 How Ming Street, Kwun Tong, Kowloon, Hong Kong (hereinafter called “the First Owner” which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) [ ] whose registered office is situate at [ ] (hereinafter called “the DMC Manager”) of the second part; and
- (3) [ ] (hereinafter called “the Covenantee Owner” which expression shall where the context so admits include his executors, administrators and assigns and in the case of a corporation its successors and assigns) of the third part.

**WHEREAS:**

- (A) Immediately prior to the assignment to the Covenanting Owner of the premises hereinafter referred to, the First Owner was in exclusive possession of the Land (as hereinafter defined) HELD from the Government hereinafter defined for the residue of the term of years and upon such terms and conditions as are set out in the First Schedule hereto.
- (B) The First Owner has erected on the Land the Development and has obtained the Occupation Permit from the Building Authority.
- (C) For the purpose of sale, the Land and the Development have been notionally divided into 24,652 equal undivided parts or shares which are more particularly set out in the Second Schedule hereto.
- (D) For the purpose of fixing and determining the amount to be contributed by each Owner to the management expenses of the Development, Management Shares shall be allocated to the part or parts of the Development in the manner as are more particularly provided in the Third Schedule hereto.
- (E) By an Assignment bearing even date herewith and made between the First Owner of the one part and the Covenanting Owner of the other part, the First Owner assigned unto the Covenanting Owner All Those [ ] equal undivided 24,652<sup>nd</sup> parts or shares of and in the Land and the Development Together with the full and exclusive right and privilege to hold use occupy and enjoy All That [ ] of the Development (“the First Unit”).
- (F) The parties hereto have agreed to enter into this Deed to provide for the proper

management, operation, servicing, maintenance, repair, decoration, renovation, improvement and insurance of the Land and the Development and for the purposes of defining and regulating the rights interests and obligations of themselves and all subsequent owners in respect of the Land and the Development.

(G) The Director of Lands has given his approval to the terms of this Deed in accordance with the Government Grant.

NOW THIS DEED WITNESSETH as follows:

## **SECTION I**

### **DEFINITIONS**

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

“Approved AMR Outstations”	The Approved AMR Outstations as defined in Special Condition No.(53)(c) of the Government Grant.
“Approved Noise Mitigation Measures”	The noise mitigation measures as proposed in the NIA and approved by the Director of Lands as referred to in Special Condition No.(49)(b) of the Government Grant including but not limited to acoustic window (baffle type), enhanced acoustic balcony (baffle type), fixed glazing with maintenance window, 1.5m high solid parapet wall, sound absorptive material at ceiling and auto-closing door. The locations of the Approved Noise Mitigation Measures are set out in the Sixth Schedule to this Deed.
“Approved Risk Mitigation Measures”	The Approved Risk Mitigation Measures as referred to in Special Condition No.(51)(c) of the Government Grant.
“area for air-conditioning”	An air-conditioner platform provided on balcony(ies) or on utility platform(s) held with and forming part of a Residential Unit (complying with the criteria set out in Appendix B of the Code of Practice on Access for External Maintenance 2021 or as amended or substituted from time to time), which is for the purpose of identification marked “AREA FOR AIR CONDITIONING” on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.
“Authorized Person”	Mr. Yeung Chun Kwong of Messrs. Wong Tung & Partners Limited, and any other replacement authorized person for the time being appointed by the First Owner.
“Bicycle Parking Spaces”	The [26] spaces provided for the parking of bicycles in the Development referred to in Special Condition No.(25) of the Government Grant, which

are for the purpose of identification shown coloured Yellow and marked [“B1”, “B2”, “B3”, “B4”, “B5”, “B6”, “B7”, “B8”, “B9”, “B10”, “B11”, “B12”, “B13”, “B14”, “B15”, “B16”, “B17”, “B18”, “B19”, “B20”, “B21”, “B22”, “B23”, “B24”, “B25” and “B26” on the BASEMENT FLOOR PLAN] certified as to its accuracy by or on behalf of the Authorized Person annexed hereto, and each space shall be a space shown on the Car Park Layout Plans. “Bicycle Parking Space” shall be construed accordingly.

“building maintenance unit(s)”	The cleaning gondola and/or fall arrest system and/or any other associated equipment or building management device for building maintenance and cleaning purpose.
“Building Plans”	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 2/9123/21 and includes any amendment thereto as approved by the Building Authority.
“Cables”	The Cables as defined in Special Condition No. (45)(a) of the Government Grant.
“Cable Installations”	The Cable Installations as defined in Special Condition No. (45)(a) of the Government Grant.
“Cable Reserve Areas”	The Cable Reserve Areas as defined in Special Condition No. (45)(d)(i) of the Government Grant.
“Caretaker’s Counter”	The counter forming part of the Residential Common Areas which is for the purpose of identification shown coloured Yellow and marked “CARETAKER’S COUNTER” on the GROUND FLOOR PLAN certified as to its accuracy by or on behalf of the Authorized Person annexed hereto.
“Car Park”	Either a Residential Parking Space or a Motor Cycle Parking Space for the parking of motor vehicles or motor cycles referred to in Special Condition Nos. (23)(a)(i) and (23)(c)(i) of the Government Grant and each space shall be a space shown on the Car Park Layout Plans.
“Car Park Common Areas”	All those areas or parts of the Land and the Development constructed in accordance with the Car Park Layout Plans, the right to the use of which is designated by the First Owner in accordance with the provisions of this Deed for the common use and benefit of the Owners and occupiers of the Car Parks and which is not otherwise specifically assigned and which, without limiting the generality of the foregoing, include electric vehicle charger meter room(s), fan room, basement exhaust air duct, driveway(s)

	<p>(excluding those forming part of the Development Common Areas), any non-structural or non-load bearing internal partition(s) (if any), the inner half of any non-structural or non-load bearing elements separating the Car Park Common Areas from the Development Common Areas and/or the Residential Common Areas and facing the Car Park Common Areas;</p> <p>and such areas within the meaning of “common parts” as defined in Section 2 of the Ordinance but shall exclude the Development Common Areas and the Residential Common Areas.</p> <p>For the purpose of identification, the Car Park Common Areas are shown coloured Indigo on the plan(s) certified as to its/their accuracy by or on behalf of the Authorized Person annexed hereto. All those installations and facilities in the Car Park Common Areas used in common by or installed for or intended for the common benefit of the Owners and occupiers of all the Car Parks, and not for the exclusive use or benefit of any individual Owner of the Car Parks or the Development as a whole and which, without limiting the generality of the foregoing, include electric vehicle charging sockets and meters, drains, manholes, surface or covered channels, water mains, inlets, sewers, gutters, cables, pipes, wires, fan equipment, ventilation installation systems, fire services installations or equipment, sump pumps, lighting fitments, petrol interceptor, car park traffic aids, car park management and access control facilities, all glazing, window panes, window frames, doors, door frames, louvers, and louver frames of the Car Park Common Areas, and all water-proofing systems on the top of the floor slab of the Car Park Common Areas.</p>
“Car Park Common Facilities”	
“Car Park Layout Plans”	The Car Park Layout Plans as referred to in Special Condition No. (31)(a) of the Government Grant.
“Chairman”	The chairman of the Owners’ Committee appointed in accordance with the provisions hereof from time to time.
“Common Areas”	Collectively the Development Common Areas, the Residential Common Areas and the Car Park Common Areas.
“Common Areas and Facilities”	All of the Common Areas and all of the Common Facilities.
“Common Areas for M&R Access”	The maintenance and repair access, which form part of the Residential Common Areas and is for the purpose of identification shown coloured Yellow Zigzag Hatched Black on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.
“Common Facilities”	Collectively the Development Common Facilities, the Residential

Common Facilities and the Car Park Common Facilities.

“Covered Landscape Areas”	The covered landscape areas provided within the Development which forms part of the Residential Common Areas and for the purpose of identification shown coloured Yellow Cross Hatched Black on the plan(s) certified as to its/their accuracy by or on behalf of the Authorized Person annexed hereto.
“This Deed”	This Deed of Mutual Covenant Incorporating Management Agreement as amended or varied from time to time.
“Development”	The whole of the development constructed or in the course of construction on the Land in accordance with the Government Grant and the Buildings Plans and known as [ ● ].
“Development Common Areas”	<p>All those areas or parts of the Land and the Development, the right to the use of which is designated for the common use and benefit of the Owners and occupiers of all the Units and is not given by this Deed or otherwise to the First Owner or the Owner of any individual Unit and which, without limiting the generality of the foregoing, include:</p> <ul style="list-style-type: none"><li>(i) all structural or load bearing elements of the Development (excluding those forming part of the Residential Common Areas or the Car Park Common Areas) and foundations of the Development;</li><li>(ii) basement cavity wall;</li><li>(iii) external walls of the Development (excluding those forming part of the Residential Common Areas and those forming part of the Units);</li><li>(iv) fence walls along the boundary of the Development;</li><li>(v) the Guard House and Watchmen’s Office;</li><li>(vi) the Loading and Unloading Space;</li><li>(vii) the Transformer Room(s);</li><li>(viii) telecommunications and broadcasting equipment room;</li><li>(ix) refuse collection vehicles parking, refuse storage &amp; material recovery chamber, extra low voltage duct (excluding those forming part of the Residential Common Areas), smoke vent inlet, driveway(s) (excluding those forming part of the Car Park Common Areas), sump pump room, pipe duct(s) (excluding those forming</li></ul>

part of the Residential Common Areas), fire service inlet(s) & sprinkler inlet(s), fire service control room, emergency vehicular access, flat roof (excluding those forming part of the Residential Common Areas and the Residential Unit), electric room (excluding those forming part of the Residential Common Areas), hose reel (excluding those forming part of the Residential Common Areas), water meter room (excluding those forming part of the Residential Common Areas), extra low voltage duct room, gas valve chamber (excluding those forming part of the Residential Common Areas), cable duct (excluding those forming part of the Residential Common Areas), water meter cabinet (excluding those forming part of the Residential Common Areas), switch room(s), fire service water upfeed tank & pump room, duct floor above switch room, accessible toilet, smoke vent(s) and emergency generator room;

and such areas within the meaning of “common parts” as defined in Section 2 of the Ordinance but shall exclude the Residential Common Areas and Car Park Common Areas.

For the purpose of identification, the Development Common Areas are, where possible, shown coloured Green on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.

“Development  
Common Facilities”

All those installations and facilities in the Development Common Areas used in common by or installed for the common benefit of the Owners and occupiers of all the Units of the Development as part of the amenities thereof and not for the exclusive benefit of any individual Owner of a Unit and, without limiting the generality of the foregoing, including transformer room facilities, refuse collection and/or segregation equipment, drains, manholes, surface or covered channels, water mains, inlets, sewers, gutters, cables, pipes, wires, ventilation installation systems, fire services installations or equipment, town gas pipes and valves, lighting fitments, sanitary fitments, all glazing, window panes, window frames, doors, door frames, louvers, and louver frames of the Development Common Areas, and all water-proofing systems on the top of the floor slab of the Development Common Areas.

“Drainage Facilities”

The Drainage Facilities as defined in Special Condition No. (44)(a)(i) of the Government Grant.

“Drainage Reserve Area”

The Drainage Reserve Area as defined in Special Condition No. (44)(a)(i) of the Government Grant.

“Edged Green Area”

The Edged Green Area as referred to in Special Condition No.(2)(a)(i)(I) of the Government Grant.

“Existing Watermains”	The Existing Watermains as referred to in Special Condition No. (43)(a)(i) of the Government Grant.
“Existing DJ Watermains”	The Existing DJ Watermains as referred to in Special Condition No. (42)(a)(i) of the Government Grant.
“Fire Safety Management Plan”	The fire safety management plan and measures relating to Open Kitchen Unit approved by the Fire Services Department including subsequent variations or amendments thereto from time to time made by the Buildings Department, the Fire Services Department and any other relevant government authorities. As at the date of this Deed, the latest Fire Safety Management Plan includes, without limitation, those requirements set out in the Fifth Schedule hereto.
“Government”	The Government of Hong Kong.
“Government Grant”	The Agreement and Conditions of Sale registered in the Land Registry as New Grant No.22916 more particularly described in the First Schedule hereto as modified by any subsequent variations or modifications thereof (if any) as approved by the Director of Lands.
“Green and Innovative Features”	All those green and innovative features which are exempted from the calculation of gross floor area or site coverage or both of the Development by the Building Authority and the Director of Lands, which comprise balconies, utility platforms, Non-structural Prefabricated External Walls, which are, for identification purpose only, shown and marked “BAL.” and “U.P.” respectively, and for Non-structural Prefabricated External Walls shown in Red Line, on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed hereto, and the covered areas underneath the balconies and utility platforms as shown on the plans.
“Greenery Area”	The areas with landscaping works provided pursuant to Special Condition No.(14)(c) of the Government Grant. The size(s) and location(s) of the Greenery Area are, for the purpose of identification, marked and shown coloured Yellow Dashed Black on the GROUND FLOOR GREENERY AREA plan and 1/F & 3/F GREENERY AREA plan certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.
“Guard House and Watchmen’s Office”	The guard rooms offices and lavatories for watchmen and management staff forming part of the Development Common Areas which are for the purpose of identification shown coloured Green and respectively (i) marked “GUARD HOUSE” on the GROUND FLOOR PLAN and (ii) marked “WATCHMEN’S OFFICE” and “A.T.” on the 2/F FLOOR PLAN certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.



“Hong Kong”	The Hong Kong Special Administrative Region of the People’s Republic of China.
“Horizontal Screens”	The horizontal screens which form part of the Residential Common Areas and is for the purpose of identification shown coloured Yellow Starred Black and marked” “HORIZONTAL SCREEN” on the 1/F FLOOR PLAN AND 3/F FLOOR PLAN certified as to its/their accuracy by or on behalf of the Authorized Person annexed hereto.
“House Rules”	The rules which have been or may be made in accordance with the Ordinance and pursuant to this Deed by the Manager relating to the use, operation and maintenance of the Development from time to time.
“Land”	All That piece or parcel of land registered in the Land Registry as The Remaining Portion of Lot No.4076 in Demarcation District No.91.
“Loading and Unloading Space”	The 1 loading and unloading space provided within the Development in accordance with Special Condition No. (24)(a) of the Government Grant, which is for the purpose of identification shown coloured Green and marked “L1” on the GROUND FLOOR PLAN certified as to its accuracy by or on behalf of the Authorized Person annexed hereto.
“maintain”	Operate, service, repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, empty, amend, replace, renovate, improve and decorate, or any one or more of the foregoing as may be applicable in the circumstances and in the interest of good estate management; and “maintenance” shall be construed accordingly.
“management”	All duties and obligations to be performed and observed by the Manager pursuant to the provisions of this Deed.
“Management Budget”	The annual budget prepared by the Manager in accordance with Subsection D of Section VI of this Deed.
“management expenditure” or “management expenses”	All costs, expenses and charges reasonably and necessarily incurred or to be incurred for the management of the Land and the Development, including Manager's Remuneration.
“management fund”	All monies received, recovered or held by the Manager pursuant to this Deed except only the Manager’s Remuneration and the Special Fund.
“Management Shares”	The shares allocated or to be allocated to the Units of the Development as set out in the Third Schedule hereto for the purpose of determining the due proportion of the management expenses payable by each Owner.
“Manager”	The DMC Manager or any person who for the time being is, for the

purposes of this Deed, managing the Development.

“Manager’s Remuneration”	The remuneration payable to the Manager pursuant to the provisions of this Deed.
“Motor Cycle Parking Spaces”	The 7 spaces provided for the parking of motor cycles referred to in Special Condition No.(23)(c)(i) of the Government Grant (each of which including the electric vehicle charging socket serving exclusively such space) which are, for the purpose of identification, shown and marked “M1”, “M2”, “M3”, “M5”, “M6” “M7” and “M8” on the Basement Floor Plan certified as to its accuracy by or on behalf of the Authorized Person annexed hereto, and each space shall be a space shown on the Car Park Layout Plans under Special Condition No.(31) of the Government Grant. “Motor Cycle Parking Space” shall be construed accordingly.
“NIA”	The noise impact assessment in respect of the Development as referred to in Special Condition No.(49)(a) of the Government Grant.
“Non-enclosed Areas”	All those (a) the balconies forming part of the Residential Units and the covered areas beneath such balconies (which are shown coloured Hatched Black on the plan(s) certified as to their accuracy by or on behalf of the Authorized Person annexed hereto) and (b) utility platforms forming part of the Residential Units and the covered areas beneath such utility platforms (which are shown coloured Stippled Black on the plan(s) certified as to their accuracy by or on behalf of the Authorized Person annexed hereto). Covenants and provisions in respect thereof are contained in Clause 8 of Subsection B of Section V of this Deed.
“Non-essential Plant Room”	The filtration plant room and its associated pipe ducts, which form part of the Residential Common Areas and is for the purpose of identification shown coloured Yellow Stippled Black and marked “FILTRATION PLANT ROOM” on the BASEMENT FLOOR PLAN certified as to its/their accuracy by or on behalf of the Authorized Person annexed hereto.
“Non-structural Prefabricated External Walls”	The non-structural prefabricated external walls being designated as non-load bearing external wall in this Deed, which are for shown in Red Line on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.
“Occupation Permit”	An Occupation Permit (including a temporary Occupation Permit) relating to the Development issued by the Building Authority.
“Open Kitchen”	The open kitchen (if any) provided within a Residential Unit and such open kitchen is for the purpose of identification only shown and demarcated by a Black Pecked Line and marked “①” on the plans

certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.

“Open Kitchen Unit”	A Residential Unit with an Open Kitchen.
“Ordinance”	The Building Management Ordinance (Cap.344).
“Owner”	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 or 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”	A committee of the Owners of the Development established under the provisions of this Deed.
“Owners’ Corporation”	The corporation of the Owners incorporated under section 8 of the Ordinance.
“Parking Spaces for Disabled Persons”	The spaces Nos. V1 and V2 for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, referred to in Special Condition No. (23)(b)(i) of the Government Grant, which are for the purpose of identification shown coloured Yellow with Black Crosses and marked “V1” and “V2” on the BASEMENT FLOOR PLAN certified as to its accuracy by or on behalf of the Authorized Person annexed hereto, and each space shall be a space shown on the Car Park Layout Plans. “Parking Space for Disabled Persons” shall be construed accordingly.
“person”	A natural person, a legal person, a body corporate or unincorporated or other judicial person, partnership, firm, joint venture or trust.
“Recreational Facilities”	All recreational facilities including, but not limited to, accessible toilet, clubhouse comprising outdoor swimming pool, sun deck, lounge, gymnasium, children play area, male changing room and female changing room and other areas or facilities provided within the Development in accordance with Special Condition No.(11) of the Government Grant for common use and benefit by the residents of the Residential Units and their bona fide visitors for recreational purposes. For the purpose of

identification, the Recreational Facilities are shown coloured Yellow Stippled Black on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.

“Residential Common Areas”

All those areas or parts of the Land and the Development, the right to the use of which is designated for common use and benefit of the Owners and occupiers of all the Residential Units and is not given by this Deed or otherwise to the First Owner or the Owner of any individual Residential Unit and which, without limiting the generality of the foregoing, include:-

- (i) the Recreational Facilities;
- (ii) the Visitors’ Parking Spaces (which include all the Parking Spaces for Disabled Persons);
- (iii) the Caretaker’s Counter;
- (iv) the Bicycle Parking Spaces;
- (v) the Greenery Area;
- (vi) the Covered Landscape Areas;
- (vii) external walls of the Residential Units, including, without limitation:
  - (a) the curtain wall system (except openable windows, doors, windows and door frames and sealant around window and door frames wholly enclosing or fronting the Residential Unit which shall form part of the relevant Residential Unit); and
  - (b) the Non-structural Prefabricated External Walls;but, for the avoidance of doubt, excluding:
  - (c) the external walls forming part of the Development Common Areas and those forming part of the Units;
  - (d) the internal surfaces of the walls enclosing or fronting any Residential Unit; and
  - (e) the railing(s) (if any) or glass balustrade(s) (if any) enclosing any balcony, utility platform, area(s) on flat roof for air-conditioning or area for air-conditioning held with or forming part of any Residential Unit;

- (viii) building maintenance unit(s) and its associated systems;
- (ix) refuge roof(s);
- (x) fence wall(s) (if any) or parapet wall(s) (if any) enclosing the flat roof (if any) and/or roof (if any) held with and forming part of any Residential Unit but, for the avoidance of doubt, excluding:
  - (a) (where a fence wall or parapet wall separates (i) the flat roof (if any) or the roof (if any) held with and forming part of a Residential Unit from (ii) any Common Areas) the interior surface of such fence wall or parapet wall and facing such flat roof (if any) or roof (if any); and
  - (b) (where a Residential Unit (“the first-mentioned Residential Unit”) has a common wall or a common fence wall or a common parapet wall which separates it from the adjoining Residential Unit) the inner half of the common wall (being neither load bearing walls nor structural supports) facing the first-mentioned Residential Unit or (as the case may be) the inner half of the common fence wall (being neither load bearing walls nor structural supports) facing the first-mentioned Residential Unit or (as the case may be) the inner half of the common parapet wall (being neither load bearing walls nor structural supports) facing the first-mentioned Residential Unit;
- (xi) the Common Areas for M&R Access;
- (xii) fireman’s lift lobby(ies);
- (xiii) Non-essential Plant Room;
- (xiv) 1.5m high solid parapet wall forming part of the Approved Noise Mitigation Measures excluding those forming part of the Residential Units;
- (xv) Horizontal Screens;
- (xvi) sprinkler water tank, flushing water pump room, sprinkler pump room, potable water upfeed pump room, potable water upfeed tank, lobby(ies), flushing water upfeed tank, planter(s), on-grade lawn(s), landscaped area(s), pavement, podium garden, flat roof(s) (excluding those forming part of the Development Common Areas and the Residential Unit), lift shaft(s), lift lobby(ies), duct floor above telecommunications and broadcasting equipment room, cable duct(s) (excluding those forming part of the Development

Common Areas), electricity meter cabinet(s), water meter cabinet(s) (excluding those forming part of the Development Common Areas), water meter room(s) (excluding those forming part of the Development Common Areas), exhaust air duct(s), pipe duct(s) (excluding those forming part of the Development Common Areas), refuse storage & material recovery room(s), inaccessible flat roof(s), hose reel(s) (excluding those forming part of the Development Common Areas), potable water booster pump room, flushing water booster pump room, refuge roof, electric room (excluding those forming part of the Development Common Areas), lift machine room(s), flushing water tank, gas valve chamber (excluding those forming part of the Development Common Areas), potable water tank(s), lift(s), lift pit(s), mailbox, extra low voltage duct (excluding those forming part of the Development Common Areas) and cover(s) of balcony & utility platform;

and such areas within the meaning of “common parts” as defined in Section 2 of the Ordinance but shall exclude the Development Common Areas and the Car Park Common Areas.

For the purpose of identification, the Residential Common Areas are, where possible, shown coloured Yellow, Yellow Stippled Black, Yellow with Black Crosses, Yellow Cross Hatched Black, Yellow Zigzag Hatched Black, Yellow Starred Black and Yellow Dashed Black and shown in Red Lines on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.

“Residential Common Facilities”

All those installations and facilities in the Residential Common Areas used in common by or installed for the common benefit of the Owners and occupiers of all the Residential Units and not for the exclusive use or benefit of any individual Owner of a Residential Unit or the Development as a whole and which, without limiting the generality of the foregoing, include mailboxes, refuse collection and/or segregation equipment, drains, manholes, surface or covered channels, water mains, inlets, sewers, gutters, cables, pipes, wires, ventilation installation systems, fire services installations or equipment, town gas pipes and valves, lighting fitments, sanitary fitments, all glazing, window panes, window frames, doors, door frames, louvers, and louver frames of any Residential Common Areas, and all water-proofing systems on the top of the floor slab of any Residential Common Areas.

“Residential Parking Spaces”

The 65 spaces provided for the parking of motor vehicles referred to in Special Condition No.(23)(a)(i) of the Government Grant (each of which including the electric vehicle charging socket serving exclusively such space) which are, for the purpose of identification, shown and marked “1”

to “3”, “5” to “12”, “15” to “23”, “25” to “33”, “35” to “39”, “50” to “53”, “55” to “63”, “65” to “73” and “75” to “83” on the plan certified as to its accuracy by or on behalf of the Authorized Person annexed hereto, and each space shall be a space shown on the Car Park Layout Plans. “Residential Parking Space” shall be construed accordingly.

“Residential Unit”

Any of the residential units within the Development designated for residential use and more particularly described in the Second Schedule and the Third Schedule hereto, including, without limitation:-

- (i) balcony(ies) (if any), utility platform(s) (if any), flat roof(s) (if any), roof(s) (if any), air conditioning plant room(s) (if any), area(s) for air-conditioning (if any), area(s) on flat roof for air-conditioning (if any) held with or forming part of such Residential Unit;
- (ii) the Approved Noise Mitigation Measures (if any) (excluding those forming part of the Residential Common Areas);
- (iii) railings (if any) or glass balustrades (if any) enclosing a balcony (if any), utility platform (if any), area(s) on flat roof for air-conditioning (if any), or area for air-conditioning (if any) held with and forming part of the Residential Unit;
- (iv) (where a Residential Unit (“the first-mentioned Residential Unit”) has a common wall or a common fence wall or a common parapet wall which separates it from the adjoining Residential Unit) the inner half of the common wall (being neither load bearing walls nor structural supports) facing the first-mentioned Residential Unit or (as the case may be) the inner half of the common fence wall (being neither load bearing walls nor structural supports) facing the first-mentioned Residential Unit or (as the case may be) the inner half of the common parapet wall (being neither load bearing walls nor structural supports) facing the first-mentioned Residential Unit;
- (v) (where a fence wall or parapet wall separates (i) the flat roof (if any) or the roof (if any) held with and forming part of a Residential Unit from (ii) any Common Areas) the interior surface of such fence wall or parapet wall and facing such flat roof (if any) or roof (if any);
- (vi) those parts of the curtain walls including openable windows, doors, windows and door frames and sealant around window and door frames wholly enclosing or fronting the Residential Unit.

“Road Reserve Area”

The area shown coloured pink hatched blue and pink hatched black hatched blue on the plan annexed to the Government Grant as referred to in Special Condition No.(9)(a) of the Government Grant.

“Road Reserve Area Structures”	The culverts, sewers, drains, pavements or such other structures to be provided and constructed as referred to in Special Condition No. (9)(b)(i)(II) of the Government Grant and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plants constructed, installed and provided on or in the Road Reserve Area.
“Sewerage Treatment Works and Disposal Facilities”	The Sewerage Treatment Works and Disposal Facilities as defined in Special Condition No.(46)(a) of the Government Grant.
“Slopes and Retaining Walls”	As defined in Clause (39) of Subsection A of Section V of this Deed.
“Special Fund”	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 Ordinance.
“Transformer Room(s)”	The transformer room(s) within the Land as shown on the GROUND FLOOR PLAN certified as to its accuracy by or on behalf of the Authorized Person annexed hereto including its ventilation system(s), building services, main walls, cable entry facilities, structures for cable ducts/troughs/raisers/draw pits and meter boards serving the transformer room(s).
“Undivided Share”	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 a sub-deed of mutual covenant (if any).
“Unit”	A portion in the Development to which Undivided Shares have been or may be allocated and of which the Owner, as between himself and other Owners or occupiers of other parts of the Development, is entitled to exclusive possession, use and occupation, being either a Residential Unit or a Car Park.
“Utility Corridor”	The Utility Corridor as referred to in Special Condition No.(42)(c) of the Government Grant.
“Visitors’ Parking Spaces”	The 5 spaces provided for the parking of motor vehicles referred to in Special Condition No.(23)(a)(iii) of the Government Grant and for the purpose of identification, shown coloured Yellow with Black Crosses and marked “V1”, “V2”, “V3”, “V4”, and “V5” on the Basement Floor Plan certified as to its accuracy by or on behalf of the Authorized Person annexed hereto (out of which the Visitors’ Parking Spaces shown



coloured Yellow with Black Crosses and marked “V1” and “V2” on the plan certified as to its accuracy by or on behalf of the Authorized Person annexed hereto are also designated as the Parking Spaces for Disabled Persons pursuant to Special Condition No.(23)(b)(i) of the Government Grant).

“Water Authority”	The Water Authority as defined in the Waterworks Ordinance (Chapter 102 of the Laws of Hong Kong) any regulations made thereunder and any amending legislation.
“Waterworks Reserve Area 1”	The Waterworks Reserve Area 1 as referred to in Special Condition No. (42)(a)(i) of the Government Grant.
“Waterworks Reserve Area 2”	The Waterworks Reserve Area 2 as referred to in Special Condition No. (43)(a)(i) of the Government Grant.
“Works and Installations”	as referred to in Clause 10(a) of Section X of this Deed.

## SECTION II

### EXCLUSIVE RIGHTS OF FIRST OWNER AND COVENANTING OWNER

1. The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Covenanting Owner the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof save and except All That the First Unit of the Development and save and except the Common Areas and Facilities.
2. The Covenanting Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed and any applicable laws and regulations have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner All That the First Unit of the Development together with the appurtenances thereto and the entire rents and profits thereof.
3. Subject to Section VIII hereof, the respective grants hereinbefore contained shall in each case be for the residue of the term of years set out in the First Schedule hereto.
4. Each Undivided Share of and in the Land and the Development and the full and exclusive right and privilege to hold use occupy and enjoy any part of the Development shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the easements rights privileges and obligations contained herein.
5. The Owners (including the First Owner) and the Manager, so long as they remain as owners and manager, shall at all times hereafter be bound by and shall observe and perform the covenants, provisions, restrictions and conditions set out in the Government Grant and this Deed and the benefit and burden thereof shall be annexed to every part of the Land and the Development and the Undivided Share or shares held therewith. 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.
6. Subject to the provisions of the Government Grant, every Owner for the time being of any Undivided Share shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell assign mortgage lease licence or otherwise dispose of or deal with his Undivided Share or interest in the Land and the Development together with the exclusive right and privilege to hold use occupy and enjoy such part or parts of the Development which may be held therewith but any such sale assignment mortgage lease licence or other disposal shall be expressly subject to and with the benefit of this Deed.
7. (a) The right to the exclusive use occupation and enjoyment of any part of the Land or 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 shall not extend to leases or

tenancies the terms of which shall not exceed ten years (including any renewal thereof) at any one time.

- (b) The right to the exclusive use, occupation and enjoyment of any balcony, utility platform, flat roof, roof, air conditioning plant room(s), area(s) on flat roof for air-conditioning and area for air-conditioning shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which the balcony, utility platform, flat roof, roof, air conditioning plant room(s), area(s) on flat roof for air-conditioning and area for air-conditioning is/are held.
- (c) The Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be assigned except:-
  - (i) together with Undivided Shares giving the right of exclusive use and possession of a Residential Unit or Residential Units; or
  - (ii) to a person who is already the Owner of Undivided Shares giving the right of exclusive use and possession of a Residential Unit or Residential Units

Provided that in any event not more than three (3) in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the Owner of any one Residential Unit.

8. Each and every Owner covenants with the First Owner (which expression, for the purpose of this Clause 8, shall exclude its successors and assigns) with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and any interest therein and shall apply notwithstanding any provisions to the contrary contained in this Deed that the First Owner shall for as long as it remains the beneficial owner of any Undivided Share of and in the Land and the Development have the right at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto the First Owner without the concurrence or approval of any other Owner, the Manager or any other person interested in the Land and the Development except otherwise provided in the following sub-clauses:

- (a) The full and unrestricted right privilege and power at all reasonable times hereafter to enter into and upon all parts of the Land (save and except those parts of the Development already assigned or sold by the First Owner or exclusively owned by the other Owners) with all necessary equipment plant and materials for the purposes of constructing and completing the Development or any part thereof in accordance with the Plans and for such purposes to carry out all such works in under or over the Land (save and except those parts of the Development already assigned or sold by the First Owner or exclusively owned by the other Owners) as it may from time to time see fit provided that nothing herein shall absolve the First Owner from obtaining any Government approval which may be required for the same. The rights of the First

Owner to enter the Land (save and except those parts of the Development already assigned or sold by the First Owner or exclusively owned by the other Owners) to carry out such works shall extend equally to all contractors agents workers and other persons authorized by the First Owner. Provided that:

- (i) the First Owner shall at its own expense make good all damage caused to other Owners as a result of its acts in the course of the exercise of the rights under this sub-clause;
  - (ii) the First Owner shall ensure that the least disturbance and inconvenience will be caused to any Owner or any occupier of a Unit; and
  - (iii) the First Owner shall ensure that an Owner's sole and exclusive right and privilege to hold use, occupy and enjoy his Unit and the unimpeded access to and from his Unit shall not be affected.
- (b) The right to change, amend, vary, add to or alter the Building Plans and/or the Car Park Layout Plans under Special Condition No.(31) of the Government Grant for the Development or any part thereof existing at the date hereof without the concurrence or approval of the Owners 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 Building Authority and any other statutory Government Authorities pursuant to the Government Grant provided that any such change amendment variation addition or alteration shall be restricted to the Units which have not been sold or assigned by the First Owner and shall not interfere with an Owner's right to hold use occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development.
- (c) Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed being obtained, the authority and right for the First Owner to negotiate and agree with the Government at its own cost and expense any amendment, alteration, variation or addition to the terms and conditions of the Government Grant and to execute any documents in the name of the First Owner only and/or on behalf and in the name of all or some Owners in connection therewith without the necessity of joining in any other Owner, provided that such amendment, alteration, variation or addition or such documents shall not in any way affect or interfere with an Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from any part of the Development. Any benefit, payment or compensation received in relation to or incidental to such amendments, alteration, variation or addition or document shall be credited to the Special Fund.
- (d) Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed being obtained, the First Owner further reserves the right at its own cost and expense to apply to, negotiate and agree with the Government with a view to amending, varying or modifying the Government Grant (including the plan(s)

annexed thereto) or any conditions thereof for installing on government land pipes, sewers, subways or other facilities whether serving exclusively the Development or any part thereof in such manner as the First Owner may 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 Owners and any such amendment, variation or modification shall be binding on all the Owners Provided always that such amendment, variation or modification shall not in any way affect or interfere with any Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from any such Unit Provided That nothing herein shall impose any obligation on the First Owner to make any modification to the Government Grant or to enter into any other documents referred to above.

- (e) Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed being obtained and the provisions of the Government Grant, the right to obtain the grant of, and to grant easements, rights of way, quasi-easements, rights, privileges and/or licences from or to the Government or other owner(s) of any adjacent land and/or adjacent building or any person for the benefit of the Land and the Development on such terms and conditions and in such manner as the First Owner may 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 Owners Provided always that the exercise of such right shall not in any way affect or interfere with any Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from any such Unit or contravene the provisions of the Government Grant and any payment received shall be credited to the Special Fund.
- (f) The exclusive, full and unrestricted right and privilege from time to time to designate and/or re-designate the floor numbering and unit numbering of any part of the Development owned by the First Owner Provided that the floor numbering shall conform to the numbering system as specified in Practice Note No. ADV-3 issued by the Building Authority or otherwise be as shown on the building plans approved by the Building Authority And Provided Further that such right shall not cause any inconvenience, disturbance, interference, damage or loss to any other parts of the Development and the Owners thereof And Provided Further that the exercise of such right shall not in any way affect or interfere with any Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from any such Unit.
- (g) The full right and power to designate and declare by deed or in writing any area or part or parts of the Land or the Development owned by the First Owner to be additional Development Common Areas or Residential Common Areas or Car Park Common Areas whereupon with effect from such designation or declaration such area or part or parts shall form part of the relevant type of Common Areas as hereinbefore defined and the Owners or relevant Owners shall contribute to the maintenance and upkeep of the same as if they were part of the relevant type of Common Areas Provided that:

- (i) such designation are for the benefit of all Owners and the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained;
  - (ii) the exercise of the rights of the First Owner under this sub-clause (g) shall not in any way interfere with any other Owner's exclusive right to hold, use, occupy and enjoy the Unit which such other Owner owns and his rights and interests under this Deed in respect of such Unit and shall not restrict or impede such other Owner's right of access to and from the Unit which such other Owner owns;
  - (iii) subject to clause 8(h) of this Section below, all the Undivided Shares allocated to the additional Common Areas shall be assigned to and vested in the Manager in accordance with the provisions of this Deed by a separate deed
  - (iv) the deed or document to be executed by the First Owner to effect the same shall be subject to the terms and conditions of the Government Grant and shall not be in conflict with the provisions of this Deed; and
  - (v) any payment received for the approval under proviso (i) of this clause shall be credited to the Special Fund.
- (h) The right to enter into a supplemental deed(s) or sub-deed or sub-deeds of mutual covenant in respect of any part or parts of the Land and the Development owned by the First Owner Provided That such supplemental deed(s) or sub-deed or sub-deeds of mutual covenant shall not conflict with the provisions of the Government Grant or this Deed or any other supplemental deed(s) or sub-deed or sub-deed(s) of mutual covenant and Provided Further That such supplemental deed(s) or sub-deed or sub-deeds of mutual covenant shall require the approval of the Director of Lands but where the Director of Lands is satisfied upon submission of the supplemental deed(s) or sub-deed or sub-deeds of mutual covenant that the supplemental deed(s) or sub-deed or sub-deeds of mutual covenant relate(s) only to the internal sub-division of a Unit and by the supplemental deed(s) or sub-deed or sub-deeds of mutual covenant there will be no alteration to the Common Areas and Facilities created under this Deed or liability for management or other expenses under this Deed, the Director of Lands may in its absolute discretion waive the requirement of approval of supplemental deed(s) or such sub-deed or sub-deeds of mutual covenant.

9. In connection with the exercise of or incidental to the First Owner's rights mentioned in the preceding Clause 8 of Section II of this Deed, each Owner agrees that the First Owner may without joining the Owners sign and/or seal and execute such deed(s) or document(s) as it or they consider(s) necessary or desirable and each Owner do hereby irrevocably appoint the First Owner as his attorney (who may act through such officers or employees as the attorney may from time to time appoint) to exercise effect and perform and/or to sign and/or seal and execute any deed(s) and

document(s) on his behalf and as his act and deed to deliver such deed(s) and document(s) as shall be required in connection with the exercise of such rights by the First Owner to effectuate any of the aforesaid purposes and such Owner hereby covenants that he will ratify and confirm all that the First Owner as such attorney as aforesaid shall lawfully do or cause to be done by virtue of this Deed and that the power of attorney hereby given shall bind the executor or executors and the administrator or administrators and the successor or successors and assign or assigns of such Owner and shall not be revoked by the death incapacity or the winding up (as the case may be) of such Owner.

10. An Owner shall not assign alienate transfer or otherwise dispose of his Unit unless the relevant assignment, instrument in writing or document includes the following covenants:

“The Purchaser hereby covenants with the Vendor for itself and, if applicable, as agent for Wisdom Sign Limited (hereinafter referred to as “Wisdom Sign”) to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any 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 Covenantee Purchaser”) and shall enure for the benefit of the Undivided Share(s) of and in the Land and the Development held by the Vendor and/or (as the case may be) Wisdom Sign and be enforceable by the Vendor and/or (as the case may be) Wisdom Sign that:

- (i) the Covenantee Purchaser grants confirms and acknowledges the rights liberty and privileges conferred on Wisdom Sign as the First Owner under Clause 8 of Section II of the Deed of Mutual Covenant incorporating Management Agreement and the Covenantee Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights liberty and privileges by Wisdom Sign.
- (ii) the Covenantee Purchaser hereby appoints Wisdom Sign acting singly to be its attorney (who may act through such officers or employees as Wisdom Sign may from time to time appoint) and grants unto Wisdom Sign the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Covenantee Purchaser deliver such deed and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights liberty and privileges conferred on Wisdom Sign as the First Owner under Clause 8 of Section II of the Deed of Mutual Covenant incorporating Management Agreement as aforesaid and that the Covenantee Purchaser will ratify and confirm all that Wisdom Sign shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenantee Purchaser and shall not be revoked by the Covenantee Purchaser or by the death incapacity or the winding up (as the case may be) of the Covenantee Purchaser.
- (iii) the Covenantee Purchaser shall abide by the provisions in the Deed of

Mutual Covenant incorporating Management Agreement as if the same terms and covenants on the part of the Covenanting Owner set out therein are made directly by the Covenanting Purchaser.

- (iv) the Covenanting Purchaser shall not assign alienate transfer or otherwise dispose of the Property unless the relevant assignment, instrument in writing or document includes the same binding covenants as the covenants (i), (ii), (iii) and (iv) herein 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), (iii) and (iv) hereinbefore contained.”

11. For the purpose of Clauses 8, 9 and 10 of this Section II, each of the expressions “the First Owner” and “Wisdom Sign” shall exclude its successors and assigns.



### **SECTION III**

#### **EASEMENTS RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH RESIDENTIAL UNIT OR CAR PARK**

##### **A. Residential Units**

1. The Owner of a Residential Unit shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the House Rules and subject to the rights of the First Owner and the Manager contained in this Deed:

- (a) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the Residential Common Areas and the Development Common Areas and to use the Residential Common Facilities and the Development Common Facilities for all purposes connected with the proper use and enjoyment of such Residential Unit.
- (b) Full right and liberty for the Owner for the time being, his tenants, servants, agents, guests, visitors, invitees, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the Car Park Common Areas and to use the Car Park Common Facilities for all purposes connected with the proper use and enjoyment of the Visitors' Parking Spaces.
- (c) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development.
- (d) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the Residential Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be, in, under or passing through such Residential Unit or the Development or any part or parts thereof for the proper use and enjoyment of the Residential Unit owned by the Owner.
- (e) The right for any Owner with or without workmen plant equipment and materials at all reasonable times after obtaining (except in the case of emergency) the consent of the Manager or (as the case may be) the Owner of the relevant Residential Unit (which consent shall not be unreasonably withheld) to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any works for the maintenance and repair of his Residential Unit (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.

2. The Owners of the Residential Units shall have no right to enter upon any part of the Land and the Development save as expressly herein provided, it being understood that all work

necessary for the maintenance and repair of the Land and the Development as a whole shall be carried out by the Manager who shall have the right to enter in or upon any part of the Land and/or the Development for that purpose as herein provided.

B. Car Parks

1. The Owner of a Car Park shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the House Rules and subject to the rights of the First Owner and the Manager contained in this Deed:

- (a) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the Car Park Common Areas and the Development Common Areas and to use the Car Park Common Facilities and the Development Common Facilities for all purposes connected with the proper use and enjoyment of such Car Park.
- (b) The free and uninterrupted passage and running of water, sewage, electricity, ventilation, telephone and various other services from and to the Car Park owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be, in, under or passing through such Car Park or the Development or any part or parts thereof for the proper use and enjoyment of the Car Park owned by the Owner.
- (c) The right for any Owner with or without workmen plant equipment and materials at all reasonable times after obtaining (except in the case of emergency) the consent of the Manager or (as the case may be) the Owner of the relevant Car Park (which consent shall not be unreasonably withheld) to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any works for the maintenance and repair of his Car Park (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 at his own expense making good any damage caused thereby.

2. The Owners of the Car Parks shall have no right to enter upon other parts of the Land and the Development save as expressly herein provided, it being understood that all work necessary for the maintenance and repair of the Land and the Development as a whole shall be carried out by the Manager who shall have the right to enter in or upon any part of the Land and/or the Development for that purpose as herein provided.

#### **SECTION IV**

##### **EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH RESIDENTIAL UNIT OR CAR PARK IS/ARE HELD**

###### **A. Residential Units**

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

- (a) The Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into go pass or repass over along and upon each Residential Unit for the purposes of effecting necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense make good, repair any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his agents, surveyors, workmen, staff, employees and contractors.
- (b) The Manager shall have the right to maintain, operate, temporarily install and move the building maintenance unit(s) and on reasonable prior notice (except in the case of emergency) have access to, over and/or on the roof or flat roof forming part of the Residential Units, to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of the Development, and on reasonable prior written notice (except in the case of emergency), the Manager, its agents, employees and contractors and persons duly authorized shall have the right to enter upon the roof or flat roof forming part of the Residential Units and on giving prior reasonable notice to relevant Owner to temporarily fence off the relevant part of the flat roof or roof Provided that the Manager shall, in exercise its rights under this paragraph, cause as little disturbance as is reasonably practicable and the Manager shall at its own costs and expenses make good, repair any damages caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his agents, employees and contractors.
- (c) The Manager, its agents, surveyors, workmen, staff, employees, contractors and persons duly authorized shall have the right at all reasonable times subject to reasonable prior written notice (except in the case of emergency) to enter into go pass or repass over along and upon each Residential Unit (including the flat roof forming part of such Residential Unit, if any) for accessing the Common Areas for M&R Access for the purpose of effecting necessary repairs to the Development Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the relevant Residential Units and shall at his own costs and expense make good, repair any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his agents, surveyors, workmen, staff,

employees and contractors.

- (d) Easements, rights and privileges of the Owners of other Residential Units under Clause 1 of Subsection A of Section III hereof.
- (e) Easements, rights and privileges of the Owners of the Car Parks under Clause 1 of Subsection B of Section III hereof.
- (f) Easements, rights and privileges of the First Owner under Clause 8 of Section II hereof.

B. Car Parks

The following are the easements rights and privileges subject to which each Undivided Share and the exclusive right to hold use occupy and enjoy each Car Park is held:

- (a) The Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into go pass or repass over along and upon each Car Park for the purposes of effecting necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his staff and contractors.
- (b) Easements, rights and privileges of the Owners of other Car Parks under Clause 1 of Subsection B of Section III hereof.
- (c) Easements, rights and privileges of the Owners of the Residential Units under Clause 1 of Subsection A of Section III hereof.
- (d) Easements, rights and privileges of the First Owner under Clause 8 of Section II hereof.

C. Provisions applicable to all Owners

1. The Manager shall have full right and authority to control and manage the Common Areas and Facilities or any part thereof subject to the provisions of this Deed, the Government Grant and the provisions of the Ordinance.

2. Pursuant to Special Condition No. (42)(g) of the Government Grant, the Owners shall at all times permit the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from

and through the Land or any part thereof for the purpose of inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and reprovisioning the Existing DJ Watermains or carrying out any other works which the Water Authority may consider necessary in the Waterworks Reserve Area 1.

3. Pursuant to Special Condition No. (5)(a) of the Government Grant, until possession of the Edged Green Area shall have been re-delivered to the Government, the Owners shall at all reasonable times:-

- (i) permit the Government, the Director of Lands and his officers, contractors, agents, workmen and any persons authorized by the Director of Lands with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the Land and the Edged Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (2)(a) of the Government Grant (other than Special Condition No. (2)(a)(i)(III) of the Government Grant) and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (2)(b) of the Government Grant and any other works which the Director of Lands may consider necessary in the Edged Green Area;
- (ii) permit the Government and the relevant public utility companies authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the Land and the Edged Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out or other usage to be carried in, upon or under the Edged Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the Land or any adjoining or neighbouring land or premises, and the Owners shall co-operate fully with the Government and also with the relevant public utility companies authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Edged Green Area or any adjoining land; and
- (iii) permit the officers of the Water Authority and any persons authorized by them with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the Land and the Edged Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repair, replacement and alteration of any waterworks installations within the Edged Green Area.

4. Pursuant to Special Condition No. (9)(f) of the Government Grant, the Owners shall at all reasonable times prior to the surrender of the Road Reserve Area to the Government in accordance with Special Condition No. (9)(g)(ii) of the Government Grant permit the Government, the Director of Lands, his officers, contractors, workmen, agents and any persons authorized by the Director of Lands, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the Land including the Road Reserve Area for the purpose 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 or other purpose which the Director of Lands may consider necessary in the Road Reserve Area.

5. Pursuant to Special Condition No. (27)(a) of the Government Grant, the Owners shall at all times throughout the term of the Government Grant permit the Commissioner for Transport, the Government, their officers, contractors, agents, workmen and any persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the Land or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Special Conditions Nos. (23), (24), (25) and (26) of the Government Grant by the Owners.

6. Pursuant to Special Condition No. (43)(e) of the Government Grant, the Owners shall at all times permit the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the Land or any part thereof for the purpose of inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and reprovisioning the Existing Watermains or carrying out any other works which the Water Authority may consider necessary in the Waterworks Reserve Area 2.

7. Pursuant to Special Condition No. (44)(c) of the Government Grant, the Government, the Director of Lands, his officers, contractors, agents, workmen and any persons authorized by the Director of Lands, with or without tools, equipment, plant, machinery or motor vehicles, shall at all times free of charge have the right of free and unrestricted ingress, egress and regress to, from and through the Land or any part thereof for the purposes of laying, inspecting, repairing, maintaining, replacing and renewing the Drainage Facilities which the Director of Lands may require or authorize.

8. Pursuant to Special Condition No. (45)(h)(i) of the Government Grant, for the purpose of carrying out survey, inspection, repair, maintenance, diversion, improvement, replacement, renewal or development works of the Cables and the Cable Installations and carrying out survey, inspection, reinstatement, making good and rectification works under Special Condition No. (45)(c) of the Government Grant or any other works which the Director of Lands may at his absolute discretion consider necessary in the Cable Reserve Areas, the Owners shall permit the Director of Lands, the CLP Power Hong Kong Limited and their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and

through (i) the Land or any part thereof and any building or buildings or structure or structures erected or to be erected thereon at all times throughout the term of the Government Grant and (ii) the Edged Green Area or any part or parts thereof and any structure or structures erected or to be erected thereon at all times until possession of the Edged Green Area shall have been re-delivered to the Government.

9. Pursuant to Special Condition No. (46)(e) of the Government Grant, prior to the completion of the demolition and removal of the Sewerage Treatment Works and Disposal Facilities or any part or parts thereof in accordance with Special Condition No. (46)(c) of the Government Grant, the Owners shall at all times permit the Government, the Director of Environmental Protection and his officers, contractors, agents, workmen and any persons authorized by the Director of Environmental Protection, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the Land and any building or buildings erected or to be erected thereon for the purpose of inspecting, sampling, testing, gauging, making measurements and taking records of the Sewerage Treatment Works and Disposal Facilities and inspecting and checking the connection of the Sewerage Treatment Works and Disposal Facilities to the Government sewers or the alteration or construction of sewers for connection to the Government sewers in accordance with Special Condition No. (46)(b) of the Government Grant and the demolition and removal of the Sewerage Treatment Works and Disposal Facilities or any part or parts thereof in accordance with Special Condition No. (46)(c) of the Government Grant.

10. Pursuant to Special Condition No. (50)(j) of the Government Grant, the Owners shall at all times permit the Government, the Director of Lands and his officers, contractors, agents, workmen and any persons authorized by the Director of Lands with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the Land or any part thereof and any building or buildings erected or to be erected thereon for the purpose of inspecting, checking and supervising any works to be carried out in accordance with Special Conditions Nos. (50)(a), (50)(d) and (50)(h) of the Government Grant and carrying out any works in accordance with Special Condition No. (50)(i) of the Government Grant or any other works which the Director of Lands may consider necessary.

11. Pursuant to Special Condition No. (53)(h) of the Government Grant, the Owners shall at all times throughout the term of the Government Grant permit the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the Land or any part thereof and any building or buildings erected or to be erected thereon for the purposes of:

- (i) inspecting, checking and supervising any works required to be carried out by the Owners under Special Conditions Nos. (53)(a), (53)(d) and (53)(e) of the Government Grant;
- (ii) carrying out any works under Special Condition No. (53)(f) of the Government Grant; and
- (iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any

of them after the Approved AMR Outstations or any of such Approved AMR Outstations shall have been delivered to the Water Authority in accordance with Special Condition No. (53)(g) of the Government Grant and any other works which the Water Authority may consider necessary.



## **SECTION V**

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

A. Covenants provisions and restrictions to be observed and performed by the Owners

1. Every Owner on ceasing to be the Owner of any Unit of the Development shall forthwith notify the Manager in writing of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner, every such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and for the observance and performance of the terms and conditions hereof up to the date of such cessation.

2. Each Owner shall promptly pay and discharge all existing and future taxes rates assessments and outgoings of every kind and description for the time being assessed or payable in respect of the Unit owned by him and shall indemnify the other Owners from and against all liability therefor. Without limiting the generality of the foregoing, if any Unit shall have its own separate government water meter, then the water charges for the supply of water to such Unit shall be paid by the Owner thereof.

3. Each Owner shall pay to the Manager on the due date his due proportion of the management expenditure and Special Fund as hereinafter provided.

4. No Owner shall make or allow to be made any structural alterations or additions to the Unit owned by him which may damage or interfere with or affect the rights of other Owners or interfere with the use and enjoyment of any other part or parts of the Development whether in separate or common occupation nor shall the Manager make any structural alterations to any part of the Development which will interfere with or affect the rights of Owners. In any event, the Owner of the relevant Unit shall obtain the prior written consent (if necessary) of the Director of Buildings and any other statutory or government authorities in respect of any structural alteration to the relevant Unit. No Owner shall use cut injure alter or interfere with any part or parts of the Common Areas or any of the Common Facilities or any equipment or apparatus on in or upon the Land or the Development not being equipment or apparatus for the exclusive use and benefit of any individual Owner. An Owner shall not be prevented from taking legal action against another Owner in respect of a breach of this Clause.

5. No Owner shall permit or suffer to be done any act or thing in contravention of the covenants and conditions in the Government Grant under which the Land is held from the Government or whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by an Owner in addition to any other liability incurred thereby such Owner shall pay the amount of any increase in premium caused by or on account of such breach. In the event of the Development or any part thereof being damaged or destroyed by fire or other perils at any time and the insurance money under any insurance against fire or such perils effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of such Owner as aforesaid, then and in such event, such Owner shall pay to the other Owners the whole or (as the case may be) a

fair proportion of the cost of completely rebuilding or reinstating the same.

6. Each Owner shall be responsible for and shall indemnify the Manager all other Owners and occupiers of any part of the Development 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 such Owner or any occupier of any part of the Development owned by him or any person using such part of the Development with his consent express or implied or by or through or in any way owing to the overflow of water gas or other effluent therefrom.

7. Each Owner shall be responsible to the Manager and the other Owners for the time being for the acts and omissions of all persons occupying with his consent express or implied the Unit owned by him and shall pay all costs charges and expenses incurred in repairing or making good any loss or damage caused by the act neglect or default of any such person. In the case of loss or damage which the Manager is responsible to make good or repair, such costs charges and expenses shall be recoverable by the Manager as hereinafter provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Development which the Manager is not responsible 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.

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

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

10. Each Owner shall notwithstanding the obligations of the Manager to maintain the Development keep the Unit (including, without limitation, the Green and Innovative Features and Approved Noise Mitigation Measures forming part of such Unit) in respect of which he is entitled to exclusive possession use and/or enjoyment and those fixtures fittings services or facilities which exclusively serve the same whether or not they are located inside his Unit in good repair and condition and shall be responsible for the financial support and maintenance of the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or occupiers of any other part or parts of the Development. The expenses of keeping in good and tenantable repair and condition the interior of each Unit (including, without limitation, the Green and Innovative Features and Approved Noise Mitigation Measures forming part of such Unit) and all the fixtures and fittings and all plumbing and other utility fittings and services therein or appertaining thereto (whether or not they are located inside or outside the Unit) and all the windows and doors thereof shall be borne by such Owner who is entitled to the sole and exclusive use occupation and enjoyment thereof. Any replacement of windows and/or doors by the Owners shall follow the standard set out in the House Rules.

11. No partitioning shall be erected or installed which does not leave clear access for fire exits.

12. No Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purpose and no Owner shall use or permit or suffer the Unit owned by him to be used for any purpose other than that permitted by the Government Grant and the Building Authority and in accordance with any applicable Ordinance or other Regulations or any Government or other permit consent or requirement from time to time applicable thereto and in particular no Owner shall use or permit or suffer any part of the Development to be used as a mahjong school, funeral parlour, columbarium, any niche or other form of storage of cinerary urns, 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, dance hall, guest house, hotel apartment, hostel, hostel for the elderly, ballroom or pawn shop or for any offensive trade or business or cause or permit or suffer to be done any act or thing in his Unit which may be in contravention of the terms and conditions in the Government Grant or become a nuisance or annoyance to or cause danger to the other Owners or occupiers for the time being of any other part or parts of the Development.

13. No part of the Common Areas and/or the Common Facilities shall be obstructed or incumbered nor shall any articles boxes material refuse or any other matter or things be placed or left thereon nor shall any part of such Common Areas and/or the Common Facilities be used for any business or private purpose and no Owner will do or suffer or permit to be done anything in such Common Areas and/or the Common Facilities as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Development.

14. The refuse storage and material recovery chamber and/or garbage disposal areas (if any) shall be used only in the manner from time to time prescribed by the Manager and subject to the House Rules.

15. No Owner shall have the right to enter into any areas housing the Common Facilities or to alter repair connect to or in any other way interfere with or affect the working of the Common Facilities without the prior written consent of the Manager and Provided that prior written notice is given to the Manager and the least disturbance is caused and any damage caused thereby shall be made good by the Manager at the expense of such Owner Provided further that an Owner’s right to go pass or repass, over and along the Common Areas and to use the Common Facilities of the Development for all purposes connected with the proper use and enjoyment of his Unit shall not be restricted.

16. No Owner shall be entitled to connect to any aerial or other antenna installed by the Manager except with the permission of the Manager and in accordance with any House Rules relating to the same, provided that no such permission of the Manager is required for an Owner’s connection to aerial(s) or antenna(s) installed by the First Owner or the Manager through the designated socket outlet(s) or connection point(s) located within such Owner’s Unit. No Owner shall affix or install his own private aerial or antenna outside any part of his Unit.

17. No Owner shall do or permit to be done any act or thing which may or will alter the external appearance of the Development or any part thereof or the exterior or external appearance of any Unit and, in particular, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing shall be placed, installed, exhibited, affixed, erected or attached or caused or

permitted to remain in, about, on or at any part of any external wall, flat roof(s), roof(s), intermediate roof(s), upper roof(s) or top roofs (if any) of the Development or any part thereof nor shall any Owner, without the prior consent in writing of the Manager, carry out any repair, decoration, alteration or works to his Unit, or any part thereof, that may alter or affect the external appearance or the original design of the façade of any Unit.

18. No external signs signboards notices flags banners poles cages brackets flowers shelves or other projections or structures whatsoever extending outside the exterior of the Development shall be erected installed or otherwise affixed or projected from the Development or any part thereof without the prior written consent of the Manager and (if necessary) the Director of Lands, the Buildings Department and/or other relevant Government authorities and no Owner shall erect affix install or attach or permit or suffer to be erected affixed installed or attached in or on any external part of or to be displayed from any Unit any advertising or other sign of any description without the prior written approval of the Manager and (if necessary) the Director of Lands, the Buildings Department and/or other relevant Government authorities.

19. 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 in the course of the proper disposal thereof and in using the facilities for such disposal provided by the Manager.

20. All Owners (including the First Owner) as long as they remain Owners shall at all times observe and perform the House Rules and comply with the conditions of the Government Grant and this Deed.

21. Each Owner may at his own expenses install in the Unit owned by him additions improvements fixtures fittings and decoration and may remove the same Provided however that no such installation or removal shall cause any structural damage to or interfere with the proper enjoyment and use of any other part of the Land and the Development.

22. Clothing or laundry shall not be hung outside any Unit or in the Common Areas. No Owner shall place any personal objects outside his Unit.

23. No Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of the Development may be clogged or the efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected.

24. No Owner shall store or permit or suffer to be stored in the part of the Development owned by him or in any other area any hazardous dangerous explosive or combustible goods or materials except:

- (a) such as may be permitted by licence issued by the Fire Services Department under the Dangerous Goods Ordinance (Chapter 295 of the Laws of Hong Kong) or other competent authority concerned and in any event only with the prior written approval of the Manager;

- (b) such as may be reasonably required for the purpose of domestic cooking and heating in his Residential Unit; or
- (c) such household goods, products, materials and substances as may normally or reasonably be regarded or accepted as being required or used in connection with domestic purposes in a Residential Unit or for personal use of an Owner or occupier of a Residential Unit provided that the storage, use and quantities will not present a risk to the other Owners or occupiers of other parts of the Development.

25. No Owner shall obstruct the access to the means of escape whether at any flat roof(s), roof(s), intermediate roof(s), upper roof(s), top roof(s), staircases, smoke lobby(ies), protected lobby(ies), lift lobby(ies) or any other areas, be those Common Areas or not, which shall at all times remain open and unobstructed in compliance with the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong), the Code of Practice for the Provision of Means of Escape in case of fire, the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) or other relevant Ordinances or regulations (collectively "Relevant Regulations"). In case the access to any means of escape is being obstructed, the Manager shall have the power to restore the access to the condition required to comply with Relevant Regulations at the expense of the Owner in default. Without prejudice to any other provisions in this Deed, the Owner(s) for the time being of any flat roof(s) or roof(s) shall not erect affix or install or cause or allow to be erected affixed or installed any structure thereon or thereat, including but not limited to any gates or barriers that would obstruct any means of escape or the Manager's access to any Common Facilities, save and except with the prior written approval of the Manager and (if necessary) the relevant Government authorities.

26. No Owner shall permit or suffer to be erected affixed installed or attached in or on or at the door or doors or entrance or entrances of any Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other competent authorities concerned from time to time in force. In any case, any metal grille or shutter or gate shall be of such design and material as shall be approved by the Manager.

27. No Owner shall cause any damage to or interfere in any way with the Common Areas and/or the Common Facilities.

28. No Owner shall do anything in the Development whereby excessive noise vibration or resonance or other form of disturbance is created to the detriment of the Development or other persons in or outside the Land Provided that the determination of the Manager as to whether any such noise vibration or resonance or other form of disturbance is excessive shall be conclusive and Provided Further that in the event of a breach hereof by the Owner the defaulting Owner shall make good any damage caused thereby to the Development or any part or parts thereof or to the occupants thereof and Provided Further that the making good of such damage as aforesaid shall be without prejudice to any further right which the Manager may exercise by virtue of such breach.

29. No Owner shall alter or permit or suffer to be altered any part of the sprinkler system, the fire-fighting equipment or the fire prevention system installed in any part of the Development except that such alteration shall be carried out by the Manager or a registered contractor appointed or approved by the Manager in accordance with the Fire Service (Installation Contractors) Regulations

and with the prior approval of the Manager and the Fire Services Department. Any costs and expenses thereby incurred should be settled by the Owner requesting for such alteration.

30. No Owner shall install any air-conditioning unit fitting or plant or any other fitting or fixture through the windows or external walls of the Development (except in positions already provided for such purpose) or otherwise at any location not already provided for or designed for such purpose without the prior written consent of the Manager and (if necessary) the Buildings Department and/or other relevant Government authorities to any such installations and the conditions of such consent having been complied with. In particular, without limiting the generality of the foregoing, no individual air-conditioner platforms shall be erected at the external walls of the Development.

31. No Owner shall use the Common Areas or any part thereof for the purpose of drying laundry or hanging or placing or storing any dustbins garbage cans furniture machinery goods or chattels or other things thereon or therein.

32. No Owner shall install any furnace boiler or other plant or equipment or use any fuel in any part of the Development that might in any circumstance produce smoke, gas, liquid, solid or otherwise or that may constitute a breach of the provisions of the Government Grant or any Ordinance or any amendment thereof except such as may be reasonably required for the purpose of domestic cooking and heating in the Residential Unit.

33. Each Owner shall comply with and observe all Ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong, including but not limited to those governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and for the protection of the environment.

34. No Owner shall discharge or permit or suffer to be discharged unto any public sewer, storm-water drain or channel without the prior written consent of the Manager and the Director of Environmental Protection.

35. Each Owner shall at his own expense and to the satisfaction of the Director of Fire Services provide access for fire appliances and fire personnel to the Land and the Development and shall permit access thereof for such purposes and at such time or times as the said Director may require. Each Owner shall throughout the term of the Government Grant maintain the said access at his own expense and to the satisfaction of the said Director.

36. Without prejudice to Clause 20 of Subsection A of Section V, each Owner shall observe and perform all the covenants agreements and conditions contained in the Government Grant and on the part of the Owner to be observed and performed so far as the same relate to the Undivided Shares of the Land and the part of the Development owned by such Owner and such Owner shall from time to time and at all times keep the other Owners of the Development fully indemnified from and against all proceedings costs claims and expenses on account of any failure to perform and observe any of the said covenants agreements and conditions so far as they relate as aforesaid.

37. All complaints touching or concerning the Land and the Development shall be made in writing to the Manager.

38. The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Development and their own Units including the Works and Installations.

39. (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 any and all slopes (if any), slope treatment works (if any), retaining walls (if any) and other structures (if any) within or outside the Land (collectively “the Slopes and Retaining Walls” (if any)) 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 maintenance manual for the Slopes and Retaining Walls (“the Slope Maintenance Manual”) prepared in accordance with such Geoguide 5.
- (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 (if any) in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual (if any) 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 (if any).
- (d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls (if any) 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 (if any) 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.

40. No Owner (including the First Owner) may convert or designate any of the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless the approval of the Owners’ Committee has been obtained. Any payment received for the approval shall be credited to the Special Fund.

41. No Owner (including the First Owner) shall have the right to convert or designate any of his own areas (that is areas to which he is entitled to exclusive use, occupation or enjoyment) as

Common Areas or Common Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) and no Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use or benefit.

42. No Owner shall erect or place or cause or permit to be erected or placed any advertising sign or structure on any balcony(ies), utility platform(s), air conditioning plant room(s), area(s) for air-conditioning, flat roof(s), area(s) on flat roof for air-conditioning, roof(s), intermediate roof(s), upper roof(s) or top roof(s) (if any) of the Development or any part thereof and the Manager shall have the right to enter and to remove anything erected or placed on any balcony(ies), utility platform(s), air conditioning plant room(s), area(s) for air-conditioning, flat roof(s), area(s) on flat roof for air-conditioning, roof(s), intermediate roof(s), upper roof(s) or top roof(s) (if any) of the Development or any part thereof in contravention of this provision at the cost and expenses of the Owner. Provided that the Manager shall, in exercise its rights under this paragraph, at its own costs and expenses make good, repair any damages caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his agents, employees and contractors.

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

44. The Bicycle Parking Spaces, the Visitors' Parking Spaces (which also include all the Parking Spaces for Disabled Persons) and the Loading and Unloading Space shall not be used for any purpose other than their respective purposes as stipulated in the Government Grant.

45. No solar panel or prefabricated house or structure shall be erected, installed or affixed on any part of the Development and no change for exterior lighting color tone shall be allowed.

46. No Owner shall erect or install or cause to be erected or installed any fence, decoration or structure on top of any common wall or parapet wall.

47. No Owner shall use or allow to be used the aerial photography or similar technology in any part of the Development (other than in his own Residential Unit).

48. No Owner shall cause any damage to or interfere in any way with any security systems, facilities or devices located or installed at the boundary walls or fences of the Development under the control of the Manager.

49. The Greenery Area shall not be used other than for greenery purpose unless with the prior consent of the Building Authority.

50. The Recreational Facilities shall only be used by the residents of the Development and their bona fide visitors and by no other person or persons. The Recreational Facilities shall not be used for any purpose other than for recreational purposes or by any other person without the prior consent of the Building Authority.



51. The Non-essential Plant Room shall not be used for any purpose other than for the housing of filtration equipment serving the outdoor swimming pool.

52. The Caretaker's Counter and the Guard House and Watchmen's Office shall not be used for any purpose other than their respective purposes as stipulated in the Government Grant.

53. No Owner shall remove or interfere with any tree growing on the Land or adjacent thereto except with the prior written consent of the Director of Lands and in compliance with any conditions that may be imposed by the Director of Lands.

54. The Non-structural Prefabricated External Walls shall not be used for any purpose other than as non-load bearing external wall.

55. The Approved Noise Mitigation Measures shall not be used for any purpose other than for their respective purposes as stipulated in the approved NIA.

56. The Non-enclosed Areas shall not be used for any purpose other than the purpose as drawn and marked on the Building Plans.

57. The area(s) for air-conditioning and the area(s) on flat roof for air-conditioning shall not be used for any purpose other than for placing air-conditioning units.

58. The Common Areas for M&R Access shall not be used for any purpose other than for allowing maintenance personnel to the M&R access.

59. The Horizontal Screens shall not be used for any purpose other than for providing protection against inclement weather and falling objects.

60. The covenants, provisions and restrictions set out in this Subsection A shall be subject to and without prejudice to the rights reserved to the First Owner under Clause 8 of Section II of this Deed.

B. Covenants and provisions applicable to Owners of Residential Units

1. No Residential Unit shall be used for any purpose other than for private residential purposes and in particular no Residential Unit shall be used as a boarding house, guest house, hotel apartment or for any form of commercial letting or occupancy in bed spaces or cubicles or as hostel or the like.

2. No Owner shall relocate the outdoor unit of air-conditioning of his Residential Unit that may be visible from the exterior of the Development. No windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed provided that the Owners may erect or install curtains and other similar installations or appliances to or on the interior sides of the windows of their Residential Units.

3. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed,

installed or attached in or on or to be displayed from any Residential Unit or any part thereof any sign of any description 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.

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

5. 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.

6. Bicycles, baby carriages or similar vehicles or any private belongings shall not be allowed to stand in any passageways or the Common Areas save and except temporary standing of bicycles, baby carriages or similar vehicles or any private belongings in any passageways or the Common Areas and that bicycles may be parked at the Bicycle Parking Spaces forming part of the Residential Common Areas.

7. Birds, cats or pets or other animals or fowls can only be kept or harboured in any Residential Unit or any part thereof subject to and in accordance with the House Rules. No dogs shall be kept in any Residential Unit if Owners of more than 3 Residential Units have lodged their complaints in writing to the Manager.

8. (a) The Owner of the Non-enclosed Areas shall keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with this Deed, the Occupation Permit, the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) and such other ordinances, by-laws and Government regulations of Hong Kong.

(b) The Owner of the Non-enclosed Areas shall not erect or affix or cause or permit or suffer or allow to be erected or affixed any wall, ceiling or partition of any material whether of a permanent or temporary nature on the Non-enclosed Areas or any part thereof.

(c) The Owner of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas to be enclosed above safe parapet height (other than as under the Building Plans) by any material of whatsoever kind or nature, or affixed with sun shades, awnings, or rackets of whatsoever nature, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as drawn under the Plans. No Owner of the Non-enclosed Areas shall do or permit to be done any act or thing which may or will alter the Non-enclosed Areas (which shall at all times remain open).

(d) The Owner of the Non-enclosed Areas shall be responsible for the control, operation,

financial support and maintenance of the same.

9. No Owner shall construct or cause to be constructed any unauthorized building work or structure on any flat roof(s), roof(s), intermediate roof(s), upper roof(s), and top roof(s), of the Development of whatsoever nature that may contravene any Ordinances, by-law, code of practice or regulations promulgated by the Government department from time to time.

10. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any clothing, laundry or object(s) in the Common Areas or outside his Residential Unit or area for air-conditioning or area(s) on flat roof for air-conditioning, or any part thereof that may be visible from the exterior of the Development.

11. (a) The Owner of each Open Kitchen Unit shall at his own costs and expenses observe and comply with and shall cause his tenants, licensees and/or occupants to 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. In particular, without limiting the generality of the foregoing, the Owner of each Open Kitchen Unit shall be responsible for the maintenance, inspection, commissioning, testing and certification by the Manager's registered contractor (as defined under section 2 of the Fire Service (Installation Contractors) Regulations (Cap. 95A), in accordance with all applicable laws, regulations, codes of practice and maintenance procedures and the direction of the Manager, the sprinkler system and smoke detector in his Open Kitchen Unit at his own costs and expenses and shall not alter, remove or obstruct any of the fire services installation without the prior written approval of the Manager.

(b) The Owner of each Open Kitchen Unit shall allow and shall cause his tenants, licensees and/or occupants to allow the Manager and/or the registered fire services installation contractor(s) appointed by the Manager to enter into the Open Kitchen Unit on prior reasonable notice to carry out inspection of the fire services installation in his Open Kitchen Unit (at the cost and expense of the relevant Owner). Unless more frequent inspection is required by the Manager and/or the relevant Government authorities, such inspection will be carried out once a year. In case it is found that any Owner of the Open Kitchen Unit shall alter or remove or obstruct or fail to maintain the fire services installation, the Manager and/or the registered contractor(s) (as defined under section 2 of the Fire Service (Installation Contractors) Regulations (Cap. 95A) appointed by the Manager shall be entitled to enter into his Open Kitchen Unit to carry out maintenance and/or reinstatement work and such Owner of the Open Kitchen Unit shall pay or indemnify the Manager the costs and expenses of the maintenance and/or reinstatement work.

(c) The First Owner (which expression, for the purpose of this sub-clause, shall exclude its successors and assigns) shall, within one month of the date of this Deed, cause to be deposited, at the management office of the Development, a full copy of the Fire Safety Management Plan for inspection by the Owners free of charge, and for taking copies upon payment of a reasonable charge. All charges received for such copies

shall be credited to the Special Fund.

12. (a) Each Owner of a Residential Unit shall:
- (i) comply with the NIA in respect of all Approved Noise Mitigation Measures (if any) forming part of his Residential Unit;
  - (ii) at his own expense inspect, maintain and carry out all necessary works for the maintenance of all Approved Noise Mitigation Measures (if any) forming part of his Residential Unit in accordance with the NIA; and
  - (iii) be responsible for the control, operation, financial support and maintenance of the Approved Noise Mitigation Measures (if any) forming part of his Residential Unit.
- (b) No Owner shall alter or remove or permit or suffer to be altered or removed any of the Approved Noise Mitigation Measures forming part of his Residential Unit.

13. The balcony(ies) and utility platform(s) shall only be used as balcony(ies) and utility platform(s) respectively in relation to or in connection with the use and enjoyment of the Residential Unit for which they are provided. Any Owner whose Residential Unit consists of any of the balcony(ies) and utility platform(s) shall not alter the external appearance of any such balcony(ies) and utility platform(s) and shall be responsible for the maintenance, repair and replacement (if so required) of the balustrades, railings or grilles (as the case may be) of the balcony(ies) and/or utility platform(s) of his Residential Unit.

14. No Owner of a Residential Unit with balcony and/or utility platform shall change the design of the sliding door (if any) installed at such balcony and/or utility platform.

15. No Owner shall place or cause to be placed any geomancy decoration or facilities outside his Residential Units that may be visible from the exterior of the Development.

16. Each Owner of a Residential Unit shall maintain his Residential Unit in good repair and condition and in such manner so as to avoid any loss, damage, nuisance, annoyance or disturbance to any other Owners or their occupiers.

17. The Owner of any flat roof or roof shall at all reasonable times subject to prior reasonable written notice (except in the case of emergency) given by the Manager provide free and uninterrupted access to the Manager or its authorized persons or agents (i) for the affixing and operation of the building maintenance unit(s) and (ii) to affix, install, operate, manoeuvre, use, repair, maintain and clean the building maintenance unit(s) over and/or along the flat roof or roof or any part thereof and (iii) to enter upon the flat roof or roof for the purposes of inspecting, upgrading, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating the exterior walls or any parts of the Development (which form part of the Common Areas and Facilities) Provided that the right of the Owner of the flat roof or roof to hold, use, occupy and enjoy his Unit and its flat roof or roof shall not be interfered with and Provided Further that the Manager shall at his own costs and expenses make

good all damage caused by or arising from the exercise of such access and shall be liable for the negligent, wilful or criminal acts of the Manager, its authorized persons or agents.

18. (a) Each Owner of a Residential Unit shall:
- (i) at his own expense inspect, maintain and carry out all necessary works for the maintenance of all area(s) for air-conditioning (if any) and/or all area(s) on flat roof for air-conditioning (if any) forming part of his Residential Unit ; and
  - (ii) be responsible for the control, operation, financial support and maintenance of the area(s) for air-conditioning (if any) and/or the area(s) on flat roof for air-conditioning (if any) forming part of his Residential Unit.
- (b) No Owner shall alter or permit or suffer to be altered any of the area(s) for air-conditioning (if any) and/or the area(s) on flat roof for air-conditioning (if any) forming part of his Residential Unit.

19. The covenants, provisions and restrictions set out in this Subsection B shall be subject to and without prejudice to the rights reserved to the First Owner under Clause 8 of Section II of this Deed.

C. Covenants and provisions applicable to Owners of Car Parks

1. No Owner shall use the Car Parks in the Development for any purpose other than for the purpose of parking motor vehicles or (as the case may be) motor cycles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to the residents of the Residential Units or their bona fide guests, visitors or invitees and the Car Parks shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services. No articles, goods or other things except motor vehicles or (as the case may be) motor cycles or electric vehicle charging facilities designated for the Owner's Car Park shall be allowed on the Car Parks.
2. All Owners of Car Parks shall park their motor vehicles or motor cycles (as the case may be) within their own Car Parks.
3. No Owner of Car Parks may park his motor vehicle(s) or motor cycle(s) (as the case may be) in such a manner as to cause inconvenience or annoyance to, or in any way obstructs, any Owners, user or occupier of any adjoining or other Car Parks.
4. No motor vehicle or motor cycle (as the case may be) may exceed the speed limit (if any) displayed in the Common Areas or as stipulated in the House Rules.
5. All motor vehicles or motor cycles (as the case may be) belonging to the Owners of Car Parks must display in a prominent position the car identification badges or labels (if any) issued for such vehicles by the Manager, otherwise entry to the Development may be refused.

6. No Owner of Car Parks shall make any alteration to his Car Park or erect any posts or chains thereon and thereto.
7. No Owner of Car Parks shall sub-divide any Car Parks (irrespective of its size and area) for any purposes including, but not limited to sale, assignment, lease, license, charge or disposal.
8. No Owner of Car Parks shall allow his motor vehicle(s) or motor cycle(s) (as the case may be) parked in any Car Park to deteriorate to a condition detrimental to the environment or general appearance of the Development.
9. No Owner of Car Parks shall, nor shall be allowed to, park more than one motor vehicle or motor cycle (as the case may be) in each Car Park.
10. The Owner of a Car Park shall apply, at his own cost, to the electricity company for the electricity meter designated for his Car Park if he shall use the electric vehicle charging facility or facilities installed for his Car Park. The Owner of a Car Park shall, at his own costs and expenses, upkeep, maintain, repair and manage the electric vehicle charging facilities forming part of his Car Park in good repair and operational condition.
11. The covenants, provisions and restrictions set out in this Subsection C shall be subject to and without prejudice to the rights reserved to the First Owner under Clause 8 of Section II of this Deed.

## **SECTION VI**

### **MANAGEMENT OF THE DEVELOPMENT**

#### **A. Appointment of Manager**

1. The management of the Land and the Development shall be undertaken by the Manager subject to the Government Grant, the Ordinance, the provisions of this Deed and all applicable ordinances, rules and regulations.

2. (a) Subject to the provisions of the Ordinance, the DMC Manager is hereby appointed as the first manager to manage the Land and the Development for the initial term of TWO years from the date hereof and thereafter shall continue to manage the Development until its appointment is terminated in accordance with the provisions of this Deed.

(b) The appointment of the Manager shall be terminated:

(i) by resignation from such appointment by the Manager giving not less than three months' notice in writing of his intention to resign:-

(1) by sending such a notice to the Owners' Committee; or

(2) 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.

Such notice 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 by depositing it in the letter box for that Unit;

(ii) if the Manager is wound up or has a receiving order made against it.

(c) (i) Subject to sub-clause (c)(v) of this clause, at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution passed by a majority of the votes of the Owners voting either personally or by proxy and supported by Owners of not less than 50% of the Undivided Shares in aggregate, terminate by notice the DMC Manager's appointment without compensation.

(ii) A resolution under sub-clause (c)(i) of this Clause 2 shall have effect only if:

- (1) the notice of termination of appointment is in writing;
  - (2) provision is made in the resolution for a period of not less than 3 months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to him of a sum equal to the amount of remuneration which would have accrued to him during that period;
  - (3) the notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
  - (4) the notice and the copy of the resolution is given to the DMC Manager within 14 days after the date of the meeting.
- (iii) The notice and the copy of the resolution referred to in sub-clause (c)(ii)(4) of this Clause 2 may be given:
- (1) by delivering them personally to the DMC Manager; or
  - (2) by sending them by post to the DMC Manager at his last known address.
- (iv) If a notice to terminate a Manager's appointment is given under this sub-clause (c):
- (1) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
  - (2) if no such appointment is approved under sub-clause (c)(iv)(1) of this Clause 2 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.
- (v) For the purpose of sub-clause (c)(i):
- (1) 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;
  - (2) the reference in sub-clause (c)(i) 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.



- (vi) If a contract for the appointment of a Manager other than a DMC Manager contains no provision for the termination of the Manager's appointment, sub-clauses (c)(i), (c)(ii), (c)(iii) and (c)(v) of this clause apply to the termination of the Manager's appointment as they apply to the termination of a DMC Manager's appointment.
  - (vii) Sub-clause (c)(vi) of this clause operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the DMC Manager to terminate the appointment of the Manager.
  - (viii) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under sub-clause (c)(iv)(2) of this Clause 2, 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 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 and Youth Affairs under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that Section.
- (d) 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 in 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 the Manager three months' notice in writing.
  - (e) Upon termination of the Manager's employment in whatever manner that may occur, the Owners' Committee (if formed) shall immediately thereafter appoint another service company or agent in its stead and on appointment thereof, the Owners' Committee shall on behalf of the Owners enter into a management agreement with such service company or agent defining the rights duties and obligations of the Manager which rights duties and obligations shall be consistent with those set out in this Deed.

3. Subject to the provisions of the Ordinance, each Owner hereby irrevocably appoints the Manager as agent and attorney for and on behalf of all the Owners in respect of any matter concerning the Common Areas and Facilities or any part(s) thereof and all other matters duly authorized in accordance with the provisions of this Deed and the Manager shall have the authority to act for and on behalf of all Owners in accordance with the provisions of this Deed.

4. The Manager, so long as it remains as the Manager of the Development, shall be bound by and shall observe and perform the terms, covenants and conditions set out in the Government Grant and all of the conditions duties and obligations herein provided and shall have all of the rights and privileges herein granted to the Manager.

B. Powers and Duties of Manager

1. The Manager will manage the Land and the Development, including but not limited to, the Common Areas and Facilities, in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:

- (a) To employ a qualified architect or professional to inspect the Development (save only the interior of the Units) including the Common Areas and Facilities at such time or times as the Manager shall deem necessary and to prepare a report of such inspection which report will be kept at the management office in the Development and will be open to inspection by all Owners and occupiers of any part of the Development and the Manager will furnish upon request to any such Owner or occupier a copy of the report at a reasonable charge PROVIDED THAT any charges or fee collected hereunder shall be credited to the Special Fund.
- (b) To put in hand and ensure the satisfactory completion of works necessary to maintain any Common Areas and Facilities including, without limitation, any Green and Innovative Features (save and except those forming part of any Unit) so as to ensure that the same are maintained in a good clean and safe condition at all times and for this purpose to employ reputable and competent contractors and workmen.
- (c) To ensure that all the Owners or occupiers maintain the Units owned or occupied by them and if there shall be any default on the part of any such Owners or occupiers to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or occupier.
- (d) To paint wash tile or otherwise treat as may be appropriate the Common Areas at such intervals as the same may be reasonably required to be done.
- (e) To replace any glass in the Common Areas and Facilities that has been broken.
- (f) To keep all the Common Areas and Facilities properly lighted and ventilated.
- (g) To keep in good order and repair the ventilation of the enclosed Common Areas and Facilities.
- (h) To keep the Common Areas and all parts thereof in a clean sanitary and tidy condition.

- (i) To prevent any decaying noxious excrementitious or other refuse matter causing environmental pollution to the Land and the Development from being deposited on the Land and the Development or any part thereof and to remove all refuse from such parts of the Land and the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Land and the Development refuse collection facilities to the satisfaction of the Director of Food and Environmental Hygiene.
- (j) To prevent the obstruction of all the Common Areas and Facilities and to remove any article or thing causing obstruction. If and whenever any article or thing shall be placed or stored on or in any part of the Common Areas and Facilities, the Manager or its agents, servants, caretakers or cleaners of the Development shall first give the defaulting party (if identifiable) reasonable prior written notice (except in the case of emergency) to remove the article or thing causing the obstruction. In the event that such defaulting party cannot be identified, the Manager shall have the right without giving any prior notice to the defaulting party to remove such article and thing from such part of the Common Areas and Facilities to another place or places as the Manager shall think fit. All costs and expenses incurred by the Manager for such removal shall be reimbursed upon demand to the Manager by the defaulting party and the defaulting party shall not claim against the Manager or its agents, servants, caretakers or cleaners for any loss or damage to such article or thing due to such removal.
- (k) To keep all the common sewers drains watercourse and pipes free and clear from obstructions.
- (l) To keep all the Common Facilities in good and working order and to extend or provide additional facilities as the Manager shall in its reasonable discretion deem necessary or desirable for the efficient management of the Development as well as for the benefit of the Land and the Development.
- (m) To keep and maintain all lighting equipment, electrical installations and equipment and water, sewage and utilities systems which form part of the Common Facilities in good repair condition and working order and in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's reasonable discretion and subject to prior written approval of the Owners' Committee (if formed) or the Owners' Corporation, if formed, to enter into contracts with third parties for the maintenance thereof. The Manager shall also be responsible for all works required for any alteration to the sewage system and future connection of the same to the public culvert to be constructed if so required by the Government and all costs and expenses for such works shall be borne by the Owners provided that such costs and expenses shall first be paid out of the Special Fund.
- (n) To prevent so far as is possible any refuse or other matter from being deposited washed eroded or falling from any part of the Land and 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 part of any Government or other 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 to the satisfaction of the Government.

- (o) To remove any structure installation signboard sunshade bracket fitting or other things in or on any part of the Development which have been erected in contravention of the terms of this Deed or of the regulations of the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) or any other Ordinance and/or without the prior written permission of the Manager (or if such permission has been given upon the expiration or withdrawal of the same or if the conditions of such permission are in breach) and to demand and recover from the person by whom such structure or other things as aforesaid was erected or installed the cost of such removal and the making good of any damages thereby caused.
- (p) To maintain fire-safety, firefighting equipment and installations and fire alarms and to comply with all requirements of the Fire Services Department and generally so far as may be possible to maintain the Land and the Development safe from fire at all times.
- (q) To provide a security force watchmen porters and caretakers and to provide with and maintain burglar alarms and other security equipment and generally so far as may be possible to maintain security in the Land and the Development at all times.
- (r) To do all things which the Manager shall in his absolute discretion deem necessary or desirable for the purposes of maintaining and improving the Common Areas and Facilities for the better enjoyment or use of the Development by its Owners or occupiers and their licensees provided that the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Facilities which involve expenditure in excess of 10% of the current annual Management Budget.
- (s) To appoint solicitors to advise on matters which arise in the management of the Land and the Development and which necessitate professional legal advice and with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and the Development or any part thereof (except proceedings relating to the rights or obligations of individual Owners) and in particular but without limiting the foregoing in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Director of Lands or other competent officer to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of High Court (or any provisions amending or in substitution for the same).

- (t) To prevent (by legal action if necessary) any person including an Owner from occupying or using otherwise than in accordance with the written permission of the Manager or the provisions of this Deed or the Government Grant or the Occupation Permit any of the Common Areas or Common Facilities or any part of the Land and the Development (save and except the Residential Unit of the Owner).
- (u) To take all steps necessary or expedient for complying with the covenants and conditions contained in the Government Grant and any statutory or Government requirements concerning or relating to the Land and the Development for which no Owner or occupier of the Development is directly responsible.
- (v) To prevent (by legal action if necessary) and to take action to remedy any breach by any Owner or other person residing in or visiting the Land of any terms and conditions contained in the Government Grant and/or any statutory or Government legislation or regulations or this Deed.
- (w) To prevent any person detrimentally altering or injuring any part of the Land and the Development or any of the Common Areas or Common Facilities.
- (x) To demand collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant sub-deed of mutual covenant (if any).
- (y) To pay and discharge out of all monies so collected all outgoings relating to the management of the Land and the Development or incurred by the Manager in accordance with this Deed.
- (z) Unless otherwise directed by the Owners' Corporation (if formed), to insure and keep insured to the full new reinstatement value in respect of the Common Areas and Facilities and all parts thereof as comprehensively as reasonably possible and in particular against loss or damage by fire or other perils and to effect insurance against public and occupiers' liability, third party and property owners' liability and employer's liability in respect of employees employed within or exclusively in connection with the management of the Development and other liabilities in such items or in such amounts as the Manager may reasonably think fit such insurance to be in the name of the Manager itself for and on behalf of all the Owners according to their respective interests and to pay all premia required to keep such insurance policies in force and updated.
- (aa) To keep proper records of accounts of all expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder as hereinafter provided.
- (ab) To represent the Owners in all matters and dealings with Government or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development or the Common Areas and Facilities or the Edged Green Area and the Edged Green Area Structures (until possession of the

Edged Green Area shall have been re-delivered to the Government) with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings so long as the same does not contravene or is not in conflict with any of the provisions of this Deed and the Government Grant and/or any statutory or Government legislation or regulations.

- (ac) To commence conduct carry on and defend legal and other proceedings touching or concerning the Land and the Development or the management thereof in the name of the Manager.
- (ad) 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 and the House Rules hereunder and to take action including the commencement and conduct of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof and the registration and enforcement of charges as hereinafter mentioned.
- (ae) To enforce the due observance and performance of the House Rules.
- (af) To post and specify any Unit in default or in breach of the terms and conditions of this Deed as aforesaid together with particulars of the default or breach on the notice boards and/or other prominent spaces within the Development after prior written notice to the defaulting Owner if the defaulting Owner fails to remedy his default or breach after a reasonable period of time has been given to him to do so.
- (ag) To recruit dismiss and employ such staff as may from time to time be required to perform and discharge its duties hereunder on such terms as the Manager shall in its absolute discretion decide and to provide accommodation within the Land and the Development uniforms working clothes tools appliance cleaning and other materials and all equipment necessary therefor.
- (ah) To take all reasonable actions to abate any nuisance affecting the Owners and occupiers of the Land and the Development or any Unit of the Development and for such purpose to enter into any part or Unit of the Development for the purpose of abating such nuisance when necessary upon reasonable notice (except in case of emergency) provided that the Manager shall at his own costs and expenses repair any damage caused thereby and shall be liable for negligent or wilful or criminal acts of the Manager, his employees, contractors or agents.
- (ai) To do all such other things as are reasonably incidental to the management of the Land and the Development.
- (aj) To repair and keep in good repair and condition the Common Facilities and the Common Areas and when necessary upon reasonable prior written notice (except in case of emergency) to enter into any part or any Unit (including, without limitation,

those parts within which fire service installations and equipment and fire resisting constructions have been installed) of the Development for the purpose of carrying out necessary repairs to the Land and Development and 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 in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expenses repair any damage caused thereby and shall be liable for negligent or wilful or criminal acts of the Manager, his employees, contractors or agents and that the access to and from the Units shall not be impeded.

- (ak) Except in accordance with Clause 10 of Subsection B of this Section VI, the Manager shall not, in any financial year, enter into any contract for the procurement of supplies, goods or services that involves (i) amounts in excess of HK\$200,000.00 (or such other sum as the Secretary for Home and Youth Affairs may specify by notice in the Gazette) or (ii) an average annual expenditure of more than 20% of the Management Budget or revised Management Budget (as the case may be) (or such other percentage as the Secretary for Home and Youth Affairs may specify by notice in the Gazette), whichever is the lesser.
- (al) To manage, control and maintain the parking of cars and other vehicles and bicycles and the loading and unloading of goods or passenger within and/or in the Common Areas and the flow of vehicular traffic over all roads and other areas intended for common use and in particular to ensure that the Residential Parking Spaces and the Motor Cycle Parking Spaces are used solely for their intended purposes and that the Common Areas and all roads and other areas intended for common use remain unobstructed.
- (am) To install in or affix to and use (or permit any person to install in or affix to and use) any part of the Common Areas for the installation, erection and maintenance of flue pipes, conduits, aerials and/or dish installation (if any), apparatus, structures and/or other equipment relating to the broadcasting and/or reception of cable and/or satellite television and/or other telecommunication systems, plant, machinery and other apparatus or equipment (all of which upon such installation or erection shall form part of the Common Facilities) and to lease licence install affix erect place and maintain or contract for the leasing, licensing, installation and maintenance of communal radio and/or television aerials and/or satellite master antennae television system and/or cable television system which serve the Land and the Development or any part thereof and such apparatus, equipment, cables, wires, pipes, antennae or structures in relation thereto in accordance with Clause 11 of this Subsection B of Section VI of this Deed (where appropriate) and for such purposes to apply for all necessary licence(s) or consent(s) from the Government and/or other relevant authorities Provided That (1) the written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained prior to the exercise of such rights, (2) the exercise of all or any of the powers conferred upon the Manager under this sub-clause (am) shall not interfere with the Owners' right to hold, use, occupy and enjoy their respective Units or impede their access to and from their respective Units and (3) the exercise of all or

any of the powers conferred upon the Manager under this sub-clause (am) is for the benefit and enjoyment of the Land and the Development and to ensure efficient management of the Land and the Development. Any consideration received therefor shall be credited to the Special Fund.

- (an) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed being obtained, to enter into and thereafter change amend vary add to alter or cancel any deed(s) of mutual grant and/or deed(s) of mutual grant and release and/or any other deed(s) and/or agreement(s) whatsoever with any person(s) or corporation(s) in connection with the granting and/or reservations of rights, easements, rights of way, privileges, benefits, obligations and/or any other matters affecting the Land and the Development and/or any adjoining properties PROVIDED THAT the exercise of all or any of the rights herein conferred upon the Manager shall not contravene any of the terms and conditions contained in the Government Grant and this Deed and shall not interfere with the Owners' right to hold use occupy and enjoy their respective Units nor impede access to and from their respective Units PROVIDED FURTHER THAT any consideration received therefor shall be credited to the Special Fund.
- (ao) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed being obtained, to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements (whether formal or informal) with the Government or such other parties and upon such terms and conditions and with or without consideration in respect of any part or parts of the Common Areas as the Manager shall reasonably consider necessary to ensure efficient management of the Land and the Development PROVIDED THAT the exercise of all or any of the rights herein conferred upon the Manager shall not contravene any of the terms and conditions in the Government Grant and this Deed and shall not interfere with the Owners' right to hold use occupy and enjoy their respective Units nor impede access to and from their respective Units and PROVIDED FURTHER THAT any charges or fee collected hereunder shall be credited to the Special Fund.
- (ap) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed being obtained, to grant right of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land and the Development or to such person or 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 such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Government Grant and the other Owners' right to hold, use, occupy and enjoy their Units shall not be interfered with and the access to and from the Units shall not be impeded and PROVIDED FURTHER THAT any charges or fee collected hereunder shall be credited to the Special Fund.



- (aq) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed being obtained, to grant reasonable easements, rights of way, quasi-easements (if any), rights, privileges and/or licences to the Government, the First Owner or other owner(s) of any adjacent land and/or adjacent building or any person to use, connect to, construct, lay, maintain, remove, renew and/or replace any roads, passageways, walkways, footpaths, open spaces, nullahs and culverts, sewage treatment plant and facilities, refuse collection and disposal areas and facilities, drainage systems, drains, pipes, cables, irrigation pipes, pumps and other installation apparatus, fittings, chambers, and other equipment and structures at or within the Land and the Development on such terms as the Manager deems fit PROVIDED THAT the exercise of all or any of the rights herein conferred upon the Manager shall not interfere with an Owner's right to the physical use and occupation of his Unit and PROVIDED FURTHER THAT such grant of easements, rights of way, quasi-easements (if any), rights, privileges and/or licences shall not contravene the terms and conditions contained in the Government Grant and shall not affect or interfere with an Owner's exclusive right to hold, use, occupy and enjoy his Unit and that the access to and from the Units shall not be impeded and PROVIDED FURTHER THAT all monetary consideration (if any) received therefor pursuant to this sub-clause shall be credited to the Special Fund.
- (ar) To impose reasonable charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities including the Recreational Facilities and their ancillary facilities in the Common Areas and Facilities, to exclude any person who fails to comply with or is in breach of any House Rules relating to such facilities and to procure such person to leave such Common Areas where appropriate and to exclude any person who has been in persistent breach of such House Rules from the use of such facilities for such period as the Manager shall in its discretion deem appropriate PROVIDED THAT any reasonable charges or fee collected hereunder shall be credited to the management fund PROVIDED FURTHER THAT nothing contained in this sub-clause (ar) shall operate to prevent access to any Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any other provisions under this Deed.
- (as) Subject to sub-clause (ak) of this Clause and Clause 10 of Subsection B of this Section VI, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants and to do all such things as are reasonably incidental to the management of the Land and the Development.
- (at) To maintain, repair, operate and install the building maintenance unit(s) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (which form part of the Common Areas or Common Facilities) of the Development, or any part thereof and, on prior reasonable notice to any relevant Owner, for the Manager, its servants, agents, contractors and persons duly authorized by it to have access to any airspaces, external walls, curtain walls, top roofs, main

roofs, roofs, flat roofs, gardens, gardens (lawn), passages and/or canopy and, in this connection, the Manager, its agents, contractors and authorized persons shall have the right to temporarily fence off any relevant part or parts of such external walls, curtain walls, top roofs, main roofs, roofs, flat roofs, gardens, gardens (lawn), passages and/or canopy Provided That the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense make good, repair any damage caused thereby and shall be liable for the negligent or wilful or criminal acts of the Manager, his agents, surveyors, workmen, staff, employees and contractors.

- (au) To improve, control, operate, maintain in good and substantial repair and manage the Recreational Facilities in accordance with Special Condition No.(11) of the Government Grant and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Facilities and maintain the same including any access steps staircases and ramps.
- (av) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Development and the external walls, elevations and facade thereof (excluding, for the avoidance of doubt, those forming part of any Units) PROVIDED HOWEVER THAT the Manager shall have the power at the expense of the Owner concerned to repair or replace broken window glass, if any such window glass shall be broken and remain unrepaired or unreplaced for seven (7) days after the Manager shall have served a notice on the Owner or occupier of the Unit concerned requiring him to repair or replace the same.
- (aw) To maintain any drainage system whether within or outside the Land and the Development which is required to be maintained pursuant to the provisions of the Government Grant.
- (ax) To make suitable arrangements for the supply, use or provision of water, gas and electricity and any other utility or service and any rights and privileges to or for the Land and the Development or any part thereof.
- (ay) To prevent any person from overloading the floors of the Development or any part or parts thereof.
- (az) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development.
- (ba) To ensure that all Owners use the water supply properly.
- (bb) To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Development as a whole.
- (bc) To provide Christmas, Chinese New Year and other festive decorations and to organize festive celebrations or activities for the Land and the Development as the

Manager shall in its reasonable discretion consider desirable Provided That prior approval by a resolution of Owners at an Owners' meeting convened under this Deed is required for any decorations of the Common Areas and Facilities which involves expenditure in excess of 10% of the current annual Management Budget.

- (bd) Subject as otherwise provided in this Deed and subject to Clause 9(a) of Subsection D of Section VI, 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 of mutual covenant Provided That the Manager shall not unreasonably withhold its written consent or approval and to impose conditions or additional conditions relating thereto And Provided That the Manager shall not charge any fee other than a reasonable administrative fee for issuing the consent or approval and that the fee so charged shall be credited to the Special Fund.
- (be) Subject to Paragraph 7 and Paragraph 15 both of Schedule 8 to the Ordinance and subject to Clause 13 of Subsection A of Section VII of this Deed and Clause 15 of Subsection B of Section VII of this Deed, from time to time to compile rules and regulations governing:
  - (i) the convening, conduct, and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
  - (ii) the quorum for the conduct of business at any such meetings;
  - (iii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
  - (iv) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;
  - (v) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat.
- (bf) To convene such meetings of the Owners as may be necessary or requisite and to act as secretary to keep the minutes of such meetings.
- (bg) If the Manager shall in its discretion deem fit to operate or contract for the operation of shuttle bus services for the use and benefit of the Owners and residents for the time being of the Development 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 services such fares as the Manager may think reasonable PROVIDED THAT the prior written approval of the Owners' Committee or the Owners' Corporation (if formed) is obtained for the exercise of the right under this sub-clause and any fares collected hereunder shall be credited to the management fund.

- (bh) Without prejudice to the Manager's obligations under this Deed and subject to the provisions of the Ordinance and provisions of this Deed, to appoint or employ agents, contractors or sub-managers which may include professional property management companies to carry out the management, maintenance, operation and control of the Common Areas and Facilities or any part or parts thereof on such terms and conditions as the Manager shall reasonably think fit. For avoidance of doubt, the Manager shall not assign or transfer any of his duties or obligations under this Deed to such person or company and such person or company shall remain responsible to the Manager. The Manager shall at all times be responsible for the management and control of the whole Land and the Development.
- (bi) To maintain all areas Slopes and Retaining Walls (if any), open spaces and facilities as are required to be maintained under the provisions of the Government Grant and in the manner as provided therein.
- (bj) Without prejudice to the other powers and duties of the Manager contained herein, to carry out such decoration, renovation, improvement works or such other works in respect of the Common Areas and Facilities or any part(s) thereof for the purpose of enhancing, upgrading or improving the appearance, condition or amenities of the Land and the Development Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Facilities or any improvements to facilities or services which involves expenditure in excess of 10% of the current annual Management Budget.
- (bk) 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 as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and the occupiers of the Development and to ensure that the waste separation and 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 shall maintain the waste separation and facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and the occupiers of the Land and the Development. Such recyclable materials recovered from the waste separation and recovery facilities shall be properly collected, stored and sent for recycling if the Manager considers appropriate and fit to do so.
- (bl) To organize any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and the occupiers of the Land and the Development and to encourage the Owners and the occupiers of the Land and the Development to participate in such activities with a view to improving the environmental conditions of the Land and the Development.
- (bm) Subject to Clause 4 of Subsection B of this Section, to make House Rules to require the Owners and the occupiers of the Land and the Development to dispose of any

rubbish properly for waste separation and recycling purposes.

- (bn) Subject to Clause 4 of Subsection B of this Section, to make House Rules to protect the environment of the Land and the Development and to implement 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.
- (bo) To inspect, maintain and carry out all necessary works for the maintenance of the Works and Installations forming part of the Common Areas and Facilities.
- (bp) To consult (either generally or in any particular case) the Owners' Corporation (if formed) 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.
- (bq) To engage suitable qualified personnel to inspect and keep and maintain, in good substantial repair and condition, the lifts and all fire-safety and firefighting equipment, and to comply with all applicable Government regulations.
- (br) To implement the provisions of the Fire Safety Management Plan and to enforce due observance and performance by each Owner of the Open Kitchen Unit of the provisions of the Fire Safety Management Plan insofar as they relate to the Open Kitchen Unit owned by him and to issue any guideline or direction from time to time relating to its implementation, including the carrying out (at the cost and expense of the relevant Owner) of annual inspection of the fire services installation within the Open Kitchen Units in accordance with the Fire Safety Management Plan.
- (bs) To enter any Open Kitchen Unit on prior reasonable notice to the relevant Owner (except in the case of an emergency) for the purpose of carrying out inspections of any fire services installations serving such Open Kitchen Unit at regular intervals being not less than once a year, unless otherwise required by the relevant Government authorities or regulations Provided that the Manager shall, in the exercise of such right, ensure that the least disturbance is caused to the Open Kitchen Unit and shall, at the Manager's own cost and expense, make good and repair any damage so caused and shall be liable for negligent, wilful or criminal acts of the Manager, his agent, surveyors, workmen, employees and contractors.
- (bt) To securely keep and maintain all proper records and/or log at the caretaker's office, including but not limited to:
  - a. maintenance and testing records;
  - b. record of issuance of "Hot works" permits;
  - c. log of contractor's attendance; and
  - d. repair records.
- (bu) To ensure that the latest version for the Fire Safety Management Plan will be kept at

the management office of the Development for inspection or taking copies by the Owners. The Owners may take copies of the Fire Safety Management Plan at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

- (bv) To upkeep, repair, maintain and reinstate the Transformer Room(s) as the Manager deems necessary or as may be required under the provisions and maintenance responsibilities stipulated in the Code of Practice 101 for Distribution Substation Design Version 15 issued by CLP Power Hong Kong Limited and any amendment thereto for and on behalf of all Owners in the Development.
- (bw) To comply with the NIA in respect of all Approved Noise Mitigation Measures forming part of the Common Areas and Facilities.
- (bx) To ensure the Approved Noise Mitigation Measures (forming part of the Residential Units) have been carried out and implemented by the relevant Owners.
- (by) To be responsible for the control, operation and maintenance of the Approved Noise Mitigation Measures (forming part of the Common Areas and Facilities and not forming part of any Residential Unit).
- (bz) To maintain and keep the Greenery Area and the landscaped works provided in the Land and the Development in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director of Buildings in accordance with Special Condition No.(14)(c)(ii) of the Government Grant.
- (ca) To maintain the Edged Green Area together with the Edged Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Lands in accordance with the Government Grant until such time as possession of the Edged Green Area or any part or parts thereof has or have been re-delivered to the Government.
- (cb) To maintain the Utility Corridor in accordance with Special Condition No.(42)(c) of the Government Grant.
- (cc) To operate, maintain and repair the Sewerage Treatment Works and Disposal Facilities to the satisfaction of the Director of Environmental Protection in accordance with Special Condition No.(46)(a) the Government Grant.
- (cd) To maintain the Approved Risk Mitigation Measures to the satisfaction of the Director of Electrical and Mechanical Services in accordance with Special Condition No.(51)(c) of the Government Grant.
- (ce) To maintain the Road Reserve Area together with the Road Reserve Area Structures

(until such time as the Road Reserve Area shall have been surrendered to the Government) as required under the provisions of the Government Grant and in the manner as provided therein.

2. In connection with the exercise of or incidental to the Manager's rights mentioned in the preceding Clause 1, each Owner agrees that the Manager may without joining the Owners sign and/or seal and execute such deed(s) or document(s) as it or they consider(s) necessary or desirable and each Owner do hereby appoint the Manager as his attorney (who may act through such officers or employees as the attorney may from time to time appoint) to exercise effect and perform and/or to sign and/or seal and execute any deed(s) and document(s) on his behalf (if necessary in conjunction with the Manager and/or other Owners) and as his act and deed to deliver such deed(s) and document(s) as shall be required in connection with the exercise of such rights by the Manager to effectuate any of the aforesaid purposes and such Owner hereby covenants that he will ratify and confirm all that the Manager as such attorney as aforesaid shall lawfully do or cause to be done by virtue of this Deed and that the power of attorney hereby given shall bind the executor or executors and the administrator or administrators and the successor or successors and assign or assigns of such Owner and shall not be revoked by the death incapacity or the winding up (as the case may be) of such Owner.

3. An Owner shall not assign his Unit unless the relevant assignment includes the following covenants:

"The Purchaser hereby covenants with the Vendor that the Purchaser acknowledges the rights conferred on [ ] (and its successors) ("Manager") as Manager under the Deed of Mutual Covenant incorporating Management Agreement and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person 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 be enforceable by the Vendor and its successors and assigns (other than the Purchaser) and/or the Manager that:

- (i) the Covenanting Purchaser grants confirms and acknowledges the rights liberty and privileges conferred on the Manager under the Deed of Mutual Covenant incorporating Management Agreement aforesaid and the Covenanting Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights liberty and privileges by the Manager.
- (ii) the Covenanting Purchaser hereby appoints the Manager acting singly to be its attorney (who may act through such officers or employees as the Manager may from time to time appoint) and grants unto the Manager the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Covenanting Purchaser deliver such deed and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights liberty and privileges

conferred on the Manager as aforesaid and that the Covenanting Purchaser will ratify and confirm all that the Manager shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenanting Purchaser and shall not be revoked by the Covenanting Purchaser or by the death incapacity or the winding up (as the case may be) of the Covenanting Purchaser.

- (iii) the Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant incorporating Management Agreement as if the same terms and covenants on the part of the Covenanting Owner set out therein are made directly by the Covenanting Purchaser.
- (iv) the Covenanting Purchaser shall not assign the Property unless the relevant assignment includes the same binding covenants as the covenants (i), (ii), (iii) and (iv) herein 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), (iii) and (iv) hereinbefore contained.”

4. The Manager shall have power to make House Rules before the formation of the Owners’ Committee for the purpose of regulating the use operation and maintenance of the Development and any of the structures facilities services or amenities thereof and the conduct of persons occupying using or visiting the same. It may (subject to the approval of the Owners’ Committee, if any) from time to time revoke and amend the House Rules. The House Rules and any amendments thereto must not be inconsistent with or contravene the provisions of this Deed, the Ordinance or the conditions of the Government Grant. Such House Rules shall be binding on all of the Owners and their tenants licensees servants or agents. A copy each of the House Rules from time to time in force shall be posted on the public notice board in a prominent place in the Development and a copy thereof shall be supplied to each Owner on request free of charge.

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

6. The Manager shall have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner or 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 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 of Subsection E of this Section hereinafter appearing shall apply to all such proceedings.



7. The Manager shall have the right and power to require each Owner to pay a proportionate part of all the expenditure lawfully incurred or to be incurred for the provision, operation, necessary repair, decoration, renovation, improvement, management, upkeep and maintenance of the Slopes and Retaining Walls (if any) and related structure (if any) and the Common Areas and Facilities as provided in this Deed Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Facilities which involves expenditure in excess of 10% of the current annual Management Budget.

8. The Manager shall not be made personally liable for carrying out any requirements of the slope maintenance and related works under 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.

9. The Manager shall not (except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed), carry out any improvements to the facilities or services in or on the Land and/or the Development which involve expenditure in excess of 10% of the current annual Management Budget.

10. Contracts entered into by the Manager

(a) Subject to sub-clauses (b) and (c) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home and Youth 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 Ordinance.

(b) Subject to sub-clause (c) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual Management Budget or such other percentage in substitution therefor as the Secretary for Home and Youth Affairs may specify by notice in the Gazette unless-

(i) if there is an Owners' Corporation-

(1) the supplies, goods or services are procured by invitation to tender;

(2) the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance; and

(3) 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-
  - (1) the supplies, goods or services are procured by invitation to tender;
  - (2) the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance; and
  - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) 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 (c) as "relevant supplies, goods or services")-
  - (i) where there is an Owners' Corporation, if-
    - (1) 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
    - (2) 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-
    - (1) 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
    - (2) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

11. 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 to be entered into by the Manager shall be subject to the following conditions:-

- (i) the term of the contract will not exceed 3 years;
- (ii) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and
- (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.

C. Manager's Remuneration

1. The Manager's Remuneration shall not exceed ten percent (10%) per annum (subject to variation by resolution of the Owners at meetings of the Owners convened under this Deed) of the total annual management expenditure of the Land and the Development (excluding the Manager's Remuneration itself, and any capital expenditure or expenditure drawn out of the Special Fund as referred to in Clause 10 of Subsection D of this Section VI) necessarily and reasonably incurred in the management of the Land and the Development provided that by a resolution of the 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 applicable under this clause or at such lower rate as considered appropriate by the Owners. Payment of the Manager's Remuneration shall be in advance in the manner as shall be determined by the Manager. Any over-payment of the Manager's Remuneration in the year in question shall be refunded and be paid by the Manager into the management fund within 21 days of the completion of the auditing of the annual accounts for such year as provided under Clause 7(a) of Subsection H of this Section and any adjustment payment that needs to be made by the Owners to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year calculated in accordance with the first sentence of this clause shall likewise be made within 21 days of the completion of the auditing of the annual accounts for such year.

2. The Manager's Remuneration payable to the Manager under the provisions aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs and expenses for any staff, facilities, accountancy services or other professional supervision for the Land and the Development which costs and expenses shall be a direct charge upon the management fund or the Special Fund as appropriate.

D. Management Budget and Contribution by Owners

- 1. (a) Subject to sub-clauses (c), (e), (f) and (h) of this clause, the total amount of management expenses payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Land and the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this clause.

- (b) In respect of each financial year, the Manager shall:-
- (i) prepare a draft budget setting out the proposed expenditure of the Land and the Development during the financial year.
  - (ii) send a copy of the draft Management Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft Management 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 Management Budget a notice inviting each Owner to send his comments on the draft Management Budget to the Manager within a period of 14 days from the date the draft Management Budget was sent or first displayed.
  - (iv) after the end of that 14-day period, prepare a Management Budget specifying the total proposed expenditure of the Land and the Development during the financial year; and
  - (v) send a copy of the Management Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the Management 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) of this clause before the start of that financial year (other than the first financial year), the total amount of management expenses for that year shall:
- (i) until the Manager has so complied, be deemed to be the same as the total amount of management expenditure (if any) for the previous financial year;
  - (ii) when the Manager has so complied, be the total proposed expenditure specified in the Management Budget for that financial year, and the amount which the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (d) Where a budget has been sent or displayed in accordance with sub-clause (b)(v) of this clause and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised Management Budget as apply to the draft Management Budget and Management Budget by virtue of sub-clause (b) of this clause.
- (e) Where a revised Management Budget is sent or displayed in accordance with sub-clause (d) of this clause, the total amount of management expenses for that financial year shall be the total expenditure or the proposed expenditure specified in the revised Management 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 an Management Budget or a revised Management Budget for a financial year is sent or first displayed in accordance with sub-clauses (b) or (d) of this clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the Management Budget or revised Management Budget, as the case may be, the total amount of management expenses for the financial year shall, until another Management Budget or revised Management Budget is sent or displayed in accordance with sub-clauses (b) or (d) of this clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding 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 Management Budget, Management Budget or revised Management Budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person PROVIDED THAT any charges or fee collected hereunder shall be credited to the Special Fund.
- (h) For the purposes of this Clause 1, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the Manager's Remuneration.

2. The financial year for the purposes of the Management Budget shall be from 1<sup>st</sup> January to 31<sup>st</sup> December in each year (both days inclusive). The first Management Budget shall be prepared by the Manager before the date falling one month after the date of this Deed and shall cover the period from the date of this Deed until, if such date is on or before 30<sup>th</sup> June of the year, 31<sup>st</sup> December of that year, or if such date is after 30<sup>th</sup> June of the year, until 31<sup>st</sup> December of the following year.

3. The management expenditure in the Management Budget shall include but not be limited to the following:

- (a) Government Rents for the whole of the Land if there is no separate assessment or apportionment for individual Units;
- (b) The premia payable for the insurance of the Common Areas and Facilities against fire and other perils, public and occupiers' liability, third party and property owners' liability in respect of employees employed within or exclusively in connection with the management of the Development and other liabilities as the Manager deems fit;
- (c) Charges for the supply and consumption of water, gas, electricity, telephone, central air-conditioning (if any) and other utilities to in and for, and any similar charges in connection with the management and maintenance of the Land and the Development other than the Units;
- (d) The cost and expenses of maintaining the foundations, columns and other structures

constructed or to be constructed for the support of the Development and such other areas or drains, nullahs, sewers, pipes, watermain and channels whether within or outside the Land that are required to be maintained under the Government Grant;

- (e) The costs of lighting, repairing, maintaining, cleaning, painting, decorating and keeping in good condition the Common Areas and Facilities (including, without limitation, any Green and Innovative Features (save and except those forming part of any Units) or any part thereof);
- (f) The costs of operating the Common Facilities;
- (g) Remuneration for accountants, caretakers, security guards, watchmen, cleaners and attendants and such other staff as may be required for the proper management of the Land and the Development;
- (h) The costs of refuse collection, storage and disposal in respect of the Land and the Development;
- (i) Such legal, professional or other fees and costs which may be reasonably and properly incurred by the Manager in the performance of any duty or in the exercise of any power hereunder;
- (j) The costs of preparing annual accounts for the Owners and of having the same properly audited by an independent certified public accountant;
- (k) The Manager's Remuneration;
- (l) The costs of maintaining the landscaped works provided in the Land and the Development in a safe, clean, neat, tidy and healthy condition in accordance with Special Condition No.(13) of the Government Grant;
- (m) The costs and expenses for the control, operation, management and maintenance of the Recreational Facilities;
- (n) The costs incurred in connection with the implementation of the provisions of the Fire Safety Management Plan and the enforcement of due observance and performance by each Owner of the Open Kitchen Unit of the provisions of the Fire Safety Management Plan insofar as they relate to the Open Kitchen Unit owned by him;
- (o) The costs incurred in connection with the Greenery Area in accordance with Special Condition No. (14)(c)(ii) of the Government Grant;
- (p) The costs of maintaining the Edged Green Area, the Edged Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the

Director of Lands (until possession of the Edged Green Area shall have been re-delivered to the Government) in accordance with Special Condition No.(2)(a)(iii) of the Government Grant;

- (q) The costs of maintaining the Utility Corridor in accordance with Special Condition No.(42)(c) of the Government Grant;
- (r) The costs of maintaining all the structures and facilities that are constructed or installed to implement the Approved Risk Mitigation Measures in accordance with Special Condition No. (51)(c) of the Government Grant;
- (s) The costs of operating, maintaining and repairing the Sewerage Treatment Works and Disposal Facilities in accordance with Special Condition No.(46)(a) of the Government Grant;
- (t) The costs of control, operation and maintenance of the Approved Noise Mitigation Measures in accordance with Special Condition No.(49)(b) of the Government Grant (forming part of the Common Areas and Facilities and not forming part of any Residential Unit);
- (u) The costs and expenses of maintaining the Road Reserve Area as defined in Special Condition No.(9)(a) of the Government Grant and the Road Reserve Area Structures as defined in Special Condition No.(9)(b)(i)(II) of the Government Grant (until the Road Reserve Area shall have been surrendered to the Government) under the Government Grant; and
- (v) Any other costs, charges and expenses reasonably and necessarily incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or under any supplemental deed or sub-deed or sub-deeds of mutual covenant in respect of any part or parts of the Land and the Development;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature or of a kind not expected to be incurred annually, which shall be payable out of the Special Fund hereinafter mentioned. Such costs, charges and expenses shall include, but are not limited to, expenses for the renovation, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and Facilities and the costs of the relevant investigation works and professional services Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget.

4. Each annual Management Budget shall be divided into the following parts:

- (i) Part A shall cover the estimated management expenditure which in the opinion of the Manager are attributable to the management and maintenance of the Development Common Areas and the Development Common Facilities and the Edged Green Area

and the Edged Green Area Structures (until possession of the Edged Green Area shall have been re-delivered to the Government), the Slope and Retaining Walls (if any) and any areas or facilities within or outside the Land and the Development that are required to be maintained by the Owners under the Government Grant or for the benefit of all the Owners (excluding those estimated management expenditure contained in Part B and Part C of the Management Budget);

- (ii) Part B shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the management and maintenance of the Residential Common Areas and the Residential Common Facilities or solely for the benefit of all the Owners of the Residential Units including but not limited to the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Recreational Facilities and, for the avoidance of doubt, Part B shall also contain such parts of the estimated management expenditure in respect of the Car Park Common Areas and the Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces; and
- (iii) Part C shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the management and maintenance of the Car Park Common Areas and the Car Park Common Facilities or solely for the benefit of all the Owners of the Car Parks excluding for the avoidance of doubt, parts of the estimated management expenditure in respect of the Car Park Common Areas and the Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces which shall be treated as falling within Part B of the annual Management Budget.

5. Subject to Clause 1 of this Subsection D above, the annual Management Budget shall be reviewed by the Owners' Committee (when it has been established pursuant to the provisions of this Deed) or by the Owners' Corporation (if formed), and in the light of such review, the Manager may alter such Management Budget based on the suggestions of the Owners' Committee or the Owners' Corporation and the Management Budget as reviewed or altered as aforesaid shall be deemed adopted.

6. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the following principles:

- (a) Each Owner of a Unit of the Development shall contribute to the amount assessed under Part A of the annual Management Budget in the proportion which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development;
- (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Residential Unit of which he is the Owner contribute to the amount assessed under Part B of the annual Management Budget in the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Development;



and

- (c) Each Owner in addition to the amount payable under (a) above shall in respect of each Car Park of which he is the Owner contribute to the amount assessed under Part C of the annual Management Budget in the proportion which the number of Management Shares allocated to his Car Park bears to the total number of Management Shares allocated to all Car Parks of and in the Development.

Provided however that no Owner may be called upon to pay more than his appropriate share of the management expenditure having regard to the number of Management Shares allocated to his Unit. The First Owner shall make payments and contributions towards the management expenditure which are of a recurrent nature in respect of those Units and Undivided Shares unsold, provided however that it shall not be obliged to make payments and contributions aforesaid in respect of the Units and Undivided Shares allocated to any part(s) of the Development the construction of which has not been completed except to the extent that such uncompleted part(s) 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 (if any) or as to security provided by the management of the completed parts) of the Development. All outgoings including management expenditure and any Government rent up to and inclusive of the date of assignment of the Units shall be paid by the First Owner. An Owner must not be required to make any payment or reimburse the First Owner for these outgoings.

7. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the provisions of this Deed and shall determine the time and place of payment and unless otherwise determined by the Manager each Owner shall on the first day of each and every calendar month (whether legally demanded or not) pay to the Manager a sum representing one-twelfth of such Owner's liability to contribute to the management expenditure for that year.

- 8. (a) Without prejudice to the proviso in Clause 6 of this Subsection, in the event of a deficiency occurring or seeming to the Manager likely to occur or if there shall be any change in circumstances which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) require any revision to the Management Budget, the Manager may at any time during the financial year prepare a revised Management Budget in accordance with the procedures set out in Clause 1(b) of Subsection D of this Section. Such revised annual Management Budget shall be reviewed by the Owners' Committee and the provisions of Clauses 1(d) and 5 of Subsection D of this Section shall apply mutatis mutandis to the revised annual Management Budget as to the annual Management Budget. A revised Management Budget may be further revised as often as the Manager considers reasonably necessary.
- (b) The Manager shall also have the power, in the event of a revised Management Budget completed pursuant to and in accordance with sub-clause (a) hereof, to add to the amount to be contributed monthly by any Owner such additional amount as shall be necessary to meet revised estimated expenditure in any financial year to the intent that any such amounts shall form part of the monthly contribution of such Owner to

the management expenditure and be recoverable accordingly.

9. Notwithstanding any provision to the contrary herein contained, the Manager shall be entitled in its discretion:

- (a) to charge the Owners a reasonable administrative fee for issuing any consent or approval required from the Manager (such consent or approval shall not be unreasonably withheld) pursuant to this Deed Provided that the Manager must not charge any fee other than a reasonable administrative fee for issuing the consent or approval;
- (b) 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;
- (c) from time to time to make rules and regulations governing the supply and use of electricity air-conditioning water to the Common Areas and Facilities, 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 Government;
- (d) to enter with or without workmen at all reasonable times on prior written notice (except in case of emergency) upon all parts of the Land and the Development necessary for the purpose of replacing, repairing and maintaining any of the electricity water conduits lines mains and pipes serving any part of the Land and the Development whether or not the same belong exclusively to any Unit Provided that the Manager shall at his own expense repair any damage so caused and be liable for its negligent, criminal or wilful acts or the negligent, criminal or wilful acts of its employees, workmen, agents, contractors or sub-contractors Provided further that the Manager shall ensure that the least disturbance and inconvenience are caused and that the enjoyment of the Units by the Owners shall not be affected and the access to and from the Units shall not be impeded;

Provided always that all monies fees or charges received by the Manager under the provisions of this Clause shall be held by the Manager on trust for all the Owners for the time being and shall be credited to the management fund save and except that the administrative fee under Clause (a) above shall be credited to the Special Fund.

- 10. (a) There shall be established and maintained by the Manager one Special Fund for the purpose of paragraph 4 of Schedule 7 to the Ordinance, which Special Fund comprises three sub-categories as follows:-
  - (i) There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Development Common Areas, the Development Common Facilities and any areas or facilities whether within or outside the Land that are required to be maintained by the Owners under the Government Grant

for payment of expenditure of a capital nature or of a kind not expected to be incurred annually. Such expenditure shall include, but is not limited to, expenses for the renovation, improvement and repair of the Development Common Areas and the Development Common Facilities and the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Development Common Areas and the Development Common Facilities and any areas or facilities as aforesaid and the costs of the relevant investigation works and professional services.

- (ii) There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Residential Common Areas and the Residential Common Facilities for payment of expenditure of a capital nature or of a kind not expected to be incurred annually. Such expenditure shall include, but is not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and the Residential Common Facilities and the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential Common Areas and the Residential Common Facilities and the costs of the relevant investigation works and professional services and shall include such parts of such expenditure in respect of the Car Park Common Areas and the Car Park Common Facilities as referred to in sub-clause (a)(iii) below which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces as aforesaid.
  - (iii) There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Car Park Common Areas and the Car Park Common Facilities for payment of expenditure of a capital nature or of a kind not expected to be incurred annually. Such expenditure shall include, but is not limited to, expenses for the renovation, improvement and repair of the Car Park Common Areas and the Car Park Common Facilities and the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Car Park Common Areas and the Car Park Common Facilities and the costs of the relevant investigation works and professional services and shall exclude such parts of such expenditure which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces which shall be covered by the relevant sub-category of the Special Fund in respect of the Residential Common Areas and the Residential Common Facilities.
- (b) (i) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) an interest-bearing account, the title of which shall refer to the Special Fund for the Development, and shall use that account exclusively for the purposes referred to in sub-clauses (a)(i), (a)(ii) or (a)(iii) above (as the case may be) and managed by the Manager on trust for all Owners.

- (ii) All sums in each sub-category of such Special Fund shall be the property of the Owners and the Special Fund shall be held by the Manager as trustee for all Owners.
  - (iii) Reference shall be made to each of the sub-category of the Special Fund in the annual accounts in respect of the management of the Development and an estimate shall be made in such accounts 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.
  - (iv) Without prejudice to the generality of Clause 10(b)(i) of this Subsection 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 Special Fund.
- (c) Each Owner covenant with the other Owners that he shall make further periodic contributions to the Special Fund. The amounts to be contributed by the Owners to the Special Fund in each financial year and the time when those contributions shall be payable shall be determined by a resolution of Owners at an Owners' meeting convened under this Deed.
  - (d) 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) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). The Manager must not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development.
  - (f) The payments made by the Owners towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
  - (g) Without prejudice to the generality of sub-clause (b)(i) of this Clause 10 above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts at a bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the Special Fund.
  - (h) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (b)(i) or (g) of this Clause 10 above in a prominent place in the Development.
  - (i) 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 (b)(i) of this Clause 10 above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (g) of this Clause 10 above.

E. Security for and recovery of moneys due to Manager

1. Except where the First Owner has made payments in accordance with Clause 2 hereunder, the first Owner of each Unit (i.e. the assignee from the First Owner) shall upon assignment of the Unit from the First Owner:

- (a) 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 equivalent to three (3) months' monthly contribution of the first year's budgeted management expenses payable in respect of his Unit and such sum shall not be used to set off against monthly contribution of the management expenses or any other contributions to be made by him and such sum is non-refundable but transferable;
- (b) pay to the Manager a sum equivalent to one (1) month's monthly contribution of the first year's budgeted management expenses as payment in advance of the first month's contribution of the first year's budgeted management expenses and such sum is neither refundable nor transferable;
- (c) pay to the Manager a sum equivalent to two (2) months' monthly contribution of the first year's budgeted management expenses payable in respect of his Unit as his initial contribution to the Special Fund (in respect of such contribution, the Manager shall reasonably apportion such initial contribution amongst the relevant respective sub-categories of the Special Fund and in proportion to the number of Management Shares allocated to his Unit) and such sum is neither refundable nor transferable;
- (d) pay to the Manager a non-refundable and non-transferable debris removal fee in the sum equivalent to not more than one (1) month's monthly contribution of the first year's budgeted management expenses payable in respect of his Unit as shall be determined by the Manager which shall be applied by the Manager towards the cost of removal from the Development of any debris or rubbish which may accumulate as a result of the initial fitting-out of the Units. For the avoidance of doubt, the Owners of the Car Parks shall not be liable to pay any debris removal fee as mentioned in this sub-clause. Any debris removal fee paid but not used for debris collection or removal shall be paid into and form part of the Special Fund; and
- (e) pay to the Manager a non-refundable but transferable sum equivalent to not more than one (1) month's monthly contribution of the first year's budgeted management expenses payable in respect of his Unit as may be assessed by the Manager to be such Owner's share of the reimbursement to the Manager of the utility charges deposits for utilities including water, electricity and gas for the Common Areas and Facilities.

For the avoidance of doubt (and in addition and without prejudice to the other rights

of the Manager under this Deed), the Manager shall have the right to set off the deposit under the preceding Clause 1(a) of this Subsection against any sums payable by an Owner under this Deed. The Manager shall be under no obligation to exercise such right of set-off and in any proceedings by the Manager against an Owner in respect of any default in payment, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager shall have exercised its right of set-off as aforesaid, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to three months' management contribution of management expenses currently payable by him in respect of the part of the Development which he owns.

2. The First Owner shall also pay to the Manager the amounts payable under the preceding Clauses 1(a), (c) and (d) of this Subsection if he remains the Owner of those Undivided Shares allocated to the Units in that part of the Development the construction of which has been completed and which remain unsold 3 months after (i) the date of execution of this Deed, or (ii) the date on which the First Owner is in a position to validly assign those Undivided Shares allocated to the Units (that is, when the consent to assign or certificate of compliance has been issued), whichever is the later.

3. If any Owner shall fail to pay any amount payable hereunder within 30 days of the date on which a demand is made, he shall further pay to the Manager:

- (a) Interest on the amount unpaid calculated from the date of demand at a rate not exceeding two percent (2%) per annum above the prime rate from time to time specified by the Hongkong And Shanghai Banking Corporation Limited; and
- (b) A collection charge not exceeding ten percent (10%) of the amount due to cover the cost (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

4. All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses incurred in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager and the claim in any such action may include a claim for the solicitor and own client legal costs of the Manager in such action. In any such action the Manager shall conclusively be deemed to be acting as the agent or agents for and on behalf of the Owners as a whole and no Owner sued under the provisions of this Deed shall raise or 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.

5. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within 30 days of the date on which the same became payable the amount thereof together with interest as aforesaid and the said collection charge and 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 of this Subsection and in registering the charge

hereinafter referred to shall stand charged on the Undivided Share(s) 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(s) and the Unit or Units held therewith of the defaulting Owner. Such charge shall remain enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied.

6. Any charge registered in accordance with the last preceding paragraph shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share(s) of the defaulting Owner together with the right to the exclusive use occupation and enjoyment of the Unit held therewith and the provisions of Clause 4 of this Subsection shall apply equally to any such action.

7. The Manager may discontinue the provision of management services to Owners who fail to pay or to comply with any other provisions under this Deed.

F. Application of monies received by Manager

1. Subject to Section VIII hereof, all insurance moneys compensation received or damages recoverable by the Manager in respect of any damage or loss suffered in respect of any part of the Land and the Development shall be expended by the Manager in the repair rebuilding or reinstatement of that part of the Land and the Development.

2. Where any compensation damages costs or expenses are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which a claim has been made against the Owners or any of them as provided in Clause 4 of Subsection E of this Section, the same shall after deduction of any costs or expenses incurred by the Manager in recovering the same be credited to the Special Fund.

3. All moneys paid to the Manager by way of interest and collection charges shall be credited to the Special Fund.

G. Owners' interest in Fund

Any person (including the First Owner) ceasing to be an Owner of any Undivided Share(s) in the Land and the Development shall thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clauses 1(a) or 1(e) of Subsection E of this Section or Clause 2 of Subsection E of this Section (as the case may be) and the Special Fund to the intent that all such funds shall be held and applied for the management of the Land and the Development irrespective of changes in the ownership of the Undivided Share(s) in the Land and the Development PROVIDED that any deposit and contribution referred to in Clauses 1(a) or 1(e) of Subsection E of this Section and paid by the First Owner under Clause 2 of Subsection E of this Section shall be transferred into the name of the new Owner of such Undivided Share(s) AND PROVIDED further that upon the Land reverting to the Government or no renewal of the Government Grant being obtainable or upon the rights and obligations hereunder being extinguished as provided in Section VIII hereof, any balance of the said funds or in the case of extinguishment of rights and obligations

as aforesaid an appropriate part of the said funds shall be divided between the then Owners of the Development in proportion to the respective contributions made by them or their respective predecessors under the provisions of Subsection D of this Section 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.

H. Management records and Accounts

1. 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).
2.
  - (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of 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 the Manager 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-clause (a) or (b) above in a prominent place in the Development.
  - (d) Subject to sub-clauses (e) and (f), the Manager shall, without delay, pay all money received by him in respect of the management of the Land and the Development into the account opened and maintained under sub-clause (a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) of this Clause.
  - (e) Subject to sub-clause (f), the Manager may, out of money received by him 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) or the payment of that amount into a current account in accordance with that sub-clause and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
  - (g) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), the title of which refers to the management of the Land and the Development.
3. The Manager shall maintain proper books or records of account and other financial



records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years.

4. Within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of the income and expenditure and a balance sheet in respect of its management of the Land and the Development in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.

5. Within 2 months after the end of each financial year, the Manager shall prepare an income and expenditure accounts and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days. Each income and expenditure account and balance sheet shall include details of the Special Fund required by Clause 10 of Subsection D of this Section 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.

6. The Manager shall:-

- (a) permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet; and
- (b) on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him provided that all charges collected hereunder shall be credited to the Special Fund.

7. (a) The income and expenditure accounts and balance sheet shall be audited by auditors appointed by the Manager provided always that prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require such annual accounts to be audited by an independent auditor of their choice and upon the exercise of such power by the Owners, the Manager shall without delay arrange for such an audit to be carried out by such independent auditor of the Owners' choice.

(b) The Manager shall have power to appoint a firm of certified public accountants to audit the accounts and records of the Manager concerning the management of the Development and to certify the annual accounts prepared in accordance with the foregoing clauses and the accountant's fees shall be part of the management expenditure. The Manager shall further have power to replace such firm and to appoint another firm in their place as it may deem necessary from time to time provided that the Owners' Committee or the Owners at a meeting of the Owners may choose to appoint an auditor of their choice from time to time. 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.
- 8.
  - (a) Subject to sub-clause (b) of this clause, if the Manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within 14 days of the date his appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in his place any movable property in respect of the control, management and administration of the Land and the Development that is under his control or in his 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, he shall within 2 months of the date his appointment ends:
    - (i) prepare:
      - (1) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ends; and
      - (2) a balance sheet as at the date his appointment ends,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 his place any books or records of account, papers, documents, plans and other records which are required for the purpose of the preceding sub-clause (b)(i) of this clause and have not been delivered under sub-clause (a) of this clause.

9. Subject to Clause 6(c) of Section X of this Deed, on termination of the Manager's appointment, the Manager must assign the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities free of costs or consideration to its successor in office as the Manager who must hold the said Undivided Shares together with the Common Areas and Facilities on trust for the benefit of all the Owners.

## **SECTION VII**

### **OWNERS' MEETING AND OWNERS' COMMITTEE**

#### **A. Meetings of the Owners**

1. An annual general meeting of the Owners of the Development shall be held at least once a year commencing with the year following that in which the Occupation Permit is issued. The Owners of the Development may meet from time to time as occasion may require to discuss and decide matters concerning the management of the Land and the Development.

2. (a) A meeting of the Owners of the Development 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 in the Land and the Development.

(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. The 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 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.

3. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and 10% of the Owners shall be a quorum at a meeting of the Owners. For the purpose of this clause, the reference to "10% of the Owners" shall be construed as a reference to 10% of the number of the persons who are Owners, without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Development is divided and shall not be construed as the Owners of 10% of the Undivided Shares in aggregate.

4. Subject to Clause 8 below, the only persons entitled to attend any meeting of the Owners and vote thereat shall be Owners of the Development or the representative or representatives of the Owner or Owners of the Development duly appointed by the Owner or Owners in writing.

5. A meeting of the Owners shall be presided over by the Chairman of the Owners' Committee or, if the meeting is convened under Clause 2(a)(ii) or (iii) of this Subsection A, the person convening the meeting.
6. (a) All resolutions passed at any meeting of the Owners by a majority of the Owners present in person or by proxy and voting shall be binding on all the Owners and the Manager of the Development Provided that such resolutions shall not be contrary to any of the covenants terms and conditions contained in this Deed and the Government Grant.
- (b) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and shall be signed by the Owner, or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of that body corporate and signed by a person authorized by that body corporate in that behalf.
- (c) The instrument appointing a proxy shall be lodged with the Chairman of the Owners' Committee or, if the meeting is convened by the Manager or by an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Undivided Shares in aggregate, the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (d) A proxy appointed by an Owner to attend and vote on behalf of the Owner, shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- (e) The procedure at a meeting of the Owners shall be as is determined by the Owners.
7. A resolution put to the vote of the meeting shall be decided by majority of votes by a poll to be taken in such manner as the chairman of the meeting shall direct.
8. At a meeting of the Owners -
- (a) an Owner shall have one vote in respect of each Undivided Share he owns;
- (b) an Owner may cast a vote personally or by proxy;
- (c) where 2 or more persons are the co-owners of an Undivided Share, the vote in respect of that Undivided Share may be cast (i) by a proxy jointly appointed by the co-owners, (ii) by a person appointed by the co-owners from amongst themselves, or (iii) if no appointment is made under (i) or (ii), either by one of the co-owners personally or by a proxy appointed by one of the co-owners;
- (d) where two 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

- (e) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.

9. The Manager shall send a representative or representatives to all meetings of the Owners and a record of the persons present at such meeting and the proceedings thereof shall be kept.

10. The Manager shall call for the first meeting of the Owners as soon as possible, but in any event not later than 9 months after the date of this Deed (and shall call further and subsequent meetings, if required) for the purpose of forming an Owners' Committee and electing the first Chairman thereof or appointing a management committee for the purpose of forming an Owners' Corporation under the Ordinance. The first Chairman and members of the Owners' Committee shall act until the first annual general meeting, when the post of Chairman shall fall vacant and an election for Chairman shall be held. Thereafter, a Chairman shall be elected at each annual general meeting for the ensuing year.

11. The function of the Owners' Committee is to represent the Owners of the Land and the Development in all dealings with the Manager and to undertake such other duties as the Manager may with the approval of the Owners' Committee delegate to the Owners' Committee and without in any way limiting the generality of the foregoing:

- (a) to liaise and consult with the Manager in respect of all matters concerning the management of the Land and the Development;
- (b) to apply if thought fit for registration as a corporation under the Ordinance;
- (c) prior to the formation of the Owners' Corporation, to terminate the appointment of the Manager of the Development with the sanction of a resolution passed by a majority of votes of the Owners, voting either personally or by proxy, in an Owners' meeting of the Development duly convened and supported by Owners of not less than fifty percent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) in the Development and upon the giving to the Manager not less than three months' notice in writing;
- (d) Subject to sub-clause (c) of Clause 2 of Subsection A of Section VI of this Deed, to appoint (whether in place of any Manager removed or to fill any vacancy) any service company or agent as a Manager of the Development upon the termination of the then Manager's employment;
- (e) to undertake consider review and/or exercise all or any of the powers and duties conferred on the Owners' Committee by virtue of the provisions of this Deed.

12. Notwithstanding any provisions herein contained, the Undivided Shares allocated to the Common Areas and Facilities shall not be taken into account for the purpose of voting or

calculating the quorum of any meeting. Accordingly, the Undivided Shares as referred to in Clause 8 of this Subsection shall not include the Undivided Shares allocated to the Common Areas and Facilities.

13. The procedure at a meeting of the Owners shall be as is determined by the Owners.

B. Meetings of the Owners' Committee

1. A meeting of the Owners' Committee may be convened at any time by the Chairman or any two (2) members of the Owners' Committee.

2. In the election of the members to the Owners' Committee, the Owners shall endeavour to elect such number of representatives from the Owners for the time being of the Development to represent the Owners PROVIDED THAT the total number of representatives shall not be less than nine (9). For the time being and unless and until otherwise determined by a meeting of the Owners, there shall be eight (8) representatives for the Owners of the Residential Units and one (1) representative for the Owners of the Car Parks.

3. Any Owner (including any one or two or more co-Owners) for the time being of the Undivided Share or Shares in the Land and the Development shall be eligible for election to the Owners' Committee. In the event of an Owner being a corporate body, the representative(s) appointed by such Owner shall be eligible for such election. The appointment of a representative or representatives by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing given to the Owners' Committee.

4. A member of the Owners' Committee shall hold office until the annual general meeting of Owners next following his appointment or election provided that:

(a) He shall nevertheless cease to hold office if:

(i) he resigns by notice in writing to the Owners' Committee;

(ii) he ceases to be eligible; or

(iii) he becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty; or

(iv) he becomes incapacitated due to physical or mental illness or death.

(b) If in any annual general meeting at which an election of the Owners' Committee should take place, the office of the retiring members or any of them is not filled, or if in any year no annual general meeting is held, the members of the Owners' Committee shall continue to be in office until the next annual general meeting.

5. Retiring members of the Owners' Committee shall be eligible for re-election.

6. Subject to Clause 2 above, the Owners' Committee may appoint any eligible Owner to fill any casual vacancy or as an additional member for the current term.

7. The Owners' Committee may continue to act notwithstanding any vacancies in the number provided that the number is not reduced below six (6). In the event that the number is reduced below six (6), the remaining member of the Owners' Committee may act but only for the purpose of calling for a meeting of the Owners to elect an Owners' Committee.

8. Any one or more members of the Owners' Committee may be removed from office by resolution passed at a meeting of the Owners and new members of the Owners' Committee may be elected in the place of those removed from office.

9. The Owners' Committee shall have full power to make rules and by-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or by-laws shall be contrary to or inconsistent with the provisions of this Deed.

10. (a) The officers of the Owners' Committee ("Officers") shall be:

(i) the Chairman;

(ii) the secretary; and

(iii) such other officers (if any) as the Owners' Committee may from time to time elect.

(b) The Officers shall be elected by the Owners, such election to be held at or as soon as reasonably possible after the annual general meeting at which the Owners' Committee is elected and at such other times as may be necessary.

(c) All casual vacancies of the Officers shall be filled by election or appointment by the members of the Owners' Committee as it may from time to time determine.

11. 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, and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed at the meeting. Such notice may be given by delivering it personally to the member of the Owners' Committee; or by sending it by post to the member of the Owners' Committee at his last known address; or by leaving it at the member's Unit or depositing it in the letter box for that Unit.

12. 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.

13. 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.

14. At a meeting of the Owners' Committee, each member present shall have 1 vote 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.

15. The procedure at a meeting of the Owners' Committee shall be as is determined by the Owners' Committee.

C. Procurement of supplies, goods or services by the Owners' Committee

Subject to provisions in Schedule 7 to the Ordinance, the procurement of supplies, goods or services by the Owners' Committee that involves an amount in excess of or likely to be in excess of HK\$200,000.00 (or such other sum as the Secretary for Home and Youth Affairs may specify by notice in the Gazette) or an amount which is or is likely to be more than 20% of the Management Budget (or such other percentage as the Secretary for Home and Youth Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in section 20A of the Ordinance will apply to the Owners' Committee with any appropriate variations.



## **SECTION VIII**

### **REINSTATEMENT**

1. In the event of the whole or any part or parts of the Development being so damaged by fire typhoon earthquake subsidence or other cause so as to render the same substantially unfit for use or habitation or occupation, the Owners of not less than 75% of the Undivided Shares allocated to the damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting of the Owners of the part or parts of the Development so affected, and such meeting may resolve in the manner prescribed in Clause 2 of this Section VIII that by reason of insufficiency of insurance monies changes in building law and/or regulations or any other circumstances whatsoever it is not practicable to reinstate and rebuild such part or parts of the Development and for the avoidance of doubt, the resolution is to be binding upon all the Owners of the damaged part(s) of the Development, then and in such event the Undivided Shares in the Land and the Development representing such part or parts shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by either private treaty or public auction and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective Undivided Shares previously held by such Owners. All insurance moneys received in respect of any policy insurance on such part or parts of the Development shall likewise be distributed amongst such Owners. In such event, all the rights privilege obligations and covenants of such Owners under this Deed or any other deed shall be extinguished so far as the same relate to such part or parts of the Development Provided Always That if it is resolved to reinstate or rebuild such part or parts of the Development, each Owner of such part or parts shall pay his due proportion of the excess of the cost of reinstatement or rebuilding of such part or parts over and above the proceeds from the insurance of such part or parts of the Development and that until such payment the same will be a charge upon his interest in the Land and the Development and be recoverable as civil debt.

2. Notwithstanding anything to the contrary contained in this Deed, the following provisions shall apply to a meeting convened under the provisions of this Section:

- (a) Every such meeting shall be convened by at least 14 days' prior notice in writing given by the person convening such meeting either personally or by post addressed to the Owners at their last known addresses or by leaving the notices at the Owners' Units or depositing the notices in the letter boxes of their Units;
- (b) Subject to sub-clause (1) of this Clause 2, no business shall be transacted at any meeting unless a quorum is present throughout the meeting and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five percent (75%) of the total number of Undivided Shares allocated to the damaged part or parts of the Development shall be a quorum;
- (c) Subject to sub-clause (1) of this Clause 2, if within half an hour from the time appointed for the meeting a quorum be not present the meeting shall stand adjourned to the same time and day in the next week at the same place;

- (d) The Owners present in such meeting shall choose one of them to be the chairman of the meeting;
- (e) The chairman of the meeting shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Subject to sub-clause (l) of this Clause 2, every Owner shall have one vote for each Undivided Share vested in him and in the case where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid;
- (g) Votes may be given either personally or by proxy;
- (h) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and shall be signed by the Owner, or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of that body corporate and signed by a person authorized by that body corporate in that behalf. The instrument appointing a proxy shall be lodged with the chairman of the meeting or the person convening the meeting pursuant to this Section, at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner, shall, for the purposes of the meeting, be treated as being the Owner present at the meeting;
- (i) Subject to sub-clause (l) of this Clause 2, a resolution passed by not less than seventy-five percent (75%) majority of the Owners present in person or by proxy and voting at a duly convened meeting of the Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five percent (75%) of the Undivided Shares allocated to the damaged part or parts of the Development shall be binding on all the Owners of such part or parts of the Development Provided as follows:
  - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
  - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
  - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (j) Subject to sub-clause (l) of this Clause 2, a resolution in writing signed by Owners who in the aggregate have vested in them for the time being not less than seventy-five percent (75%) of the Undivided Shares allocated to the part or parts of the

Development in question shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners;

- (k) The accidental omission to give notice as aforesaid to any Owners shall not invalidate the meeting or any resolution passed thereat.
- (l) Notwithstanding any provisions herein contained, the Undivided Shares allocated to the Common Areas and Facilities shall not be taken into account for the purpose of voting or calculating the quorum. Accordingly, the Undivided Shares as referred to in the Clauses 2(b), (c), (f), (i) and (j) of this Section shall not include the Undivided Shares allocated to the Common Areas and Facilities.

## **SECTION IX**

### **EXCLUSIONS AND INDEMNITIES**

The Manager, its servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted to be done in pursuance or purported pursuance of the provisions of this Deed or sub-deed or sub-deeds of mutual covenant not being an act or omission involving criminal liability or dishonesty or negligence on the part of the Manager, its employees, agents or contractors and for the avoidance of doubt, no Owner shall be required to indemnify the Manager or his employees, agents or contractors from and against any actions or claims arising out of any such act or omission. Without in any way limiting the generality of the foregoing, the Manager, its employees, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of:

- (a) any defect in or failure or breakdown of any of the Common Areas or the Common Facilities; or
- (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development; or
- (c) fire or flooding or the overflow or leakage of water or other effluent from anywhere whether within or outside the Development; or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- (e) theft, burglary, robbery or crime within the Development;

unless it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its employees, agents or contractors involving criminal liability or dishonesty or negligence and Provided that the 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.

## SECTION X

### MISCELLANEOUS

1. Without prejudice to any provisions herein contained, no person shall after ceasing to be an Owner of any Undivided Shares in the Land and the Development be liable for any debts liabilities or obligations under the covenants terms and conditions of this Deed in respect of such Undivided Share and/or the part of the Development held therewith save and except in respect of any breach non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.
2. 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 must provide the Manager with an address in Hong Kong for service of notices under the terms of this Deed, failing which the address of his Unit shall be deemed to be his address for service.
3. There shall be public notice boards at such prominent places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the House Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for three consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
4. Subject as hereinbefore provided in the case notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if served personally upon the party to be served or sent by post addressed to the party to whom the notices or demands are given at his last known address or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same. Provided that where notice is to be given to an Owner who is a chargor or mortgagor, such notice may also be served on the chargee or 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 place of business or residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the registered office of the Manager.
5. 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 Land and the Development including the Common Areas, the Common Facilities and to the Undivided Shares held therewith.
6. (a) (i) No provision in this Deed shall prejudice or contravene or contradict or overrule or in any way be construed or constructed so as to prejudice or exclude or contravene or contradict or overrule or fail to comply with the provisions of the Ordinance and the Schedules thereto.

- (ii) The First Owner (which expression, for the purpose of this clause, shall exclude its successors and assigns) shall deposit a copy of each of Schedules 7 and 8 to the Ordinance (in both English and Chinese versions) with the management office which shall keep the same for reference by all Owners free of charge during normal office hours of the Manager. A copy of the said Schedules 7 and 8 shall be provided to any Owner upon request at the expense of such Owner and upon payment of a reasonable charge. All charges received will be credited to the Special Fund.
- (b) At any time after the formation and during the period of existence of the Owners' Corporation, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation convened under the Ordinance and, where a management committee of the Owners' Corporation is or has been appointed, the Owners' Committee under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.
- (c) Upon execution of this Deed, the First Owner shall assign the whole of the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities free of cost or consideration to and vest in the Manager appointed under this Deed who must hold the said Undivided Shares together with the Common Areas and Facilities on trust for the benefit of all Owners and, if an Owners' Corporation is formed under the Ordinance, it may require the Manager, in accordance with this Deed to assign the Undivided Shares in the Common Areas and Facilities together with the Common Areas and Facilities to it free of costs or consideration, in which event, the Owners' Corporation must hold such Undivided Shares together with the Common Areas and Facilities on trust for all the Owners.

7. The First Owner (which expression, for the purpose of this clause, shall exclude its assigns) shall at its own cost provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and the Chinese translation in the management office within one month after the date of this Deed for inspection by all Owners free of costs and for taking copies at their own expense 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 the Chinese translation and the English version of this Deed, the English version of this Deed approved by the Director of Lands shall prevail.

8. A set of plans showing the Common Areas and Facilities where such can be shown and delineated on plans as appropriate and any subsequent amendments thereto shall be prepared by the First Owner and certified as to their accuracy by the Authorized Person and kept at the management office and may be inspected by the Owners during normal office hours free of costs and charges.

9. The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or any liability to pay charges under this Deed, nor shall those Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.

10. (a) The First Owner at its own costs and expenses has prepared a schedule of the Works and Installations, which require regular maintenance on a recurrent basis. The schedule of the Works and Installations is set out in the Fourth Schedule to this Deed (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 (which expression, for the purpose of this clause, shall exclude its successors and assigns) shall deposit a full copy of the maintenance manual for the Works and Installations in the management office of the Development within one month after the date of this Deed for inspection by all Owners free of charge and taking copies at their own expenses and 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 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.

11. The schedule for the Noise Mitigation Measures shall be revised if necessary in future to take into account any necessary changes as required and/or approved by the Director of Lands. The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule for the Noise Mitigation Measures (except those which form part of any Residential Unit) for the approval by the Director of Lands. In the event that such revisions are required and/or approved by the Director of Lands, the Manager shall procure from a qualified professional or consultant the revised schedule within such time as may be required by the Director of Lands.

12. All costs incidental to the preparation of (i) the revised schedule and the revised maintenance manual for the Works and Installations and (ii) the revised schedule for the Noise Mitigation Measures will be paid out of the Special Fund. All costs incidental to the implementation of the aforesaid revised schedules and manual and execution of the works pursuant thereto will be paid out of the Special Fund except those which form part of any Residential Unit which shall be paid by the respective Owners of such Residential Unit.

13. The Manager shall deposit the revised schedule for the Noise Mitigation Measures (as referred to in Clause 11 of this Section) in the management office within one month after the date of its preparation for inspection by all Owners free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

14. The locations of the Green and Innovative Features of the Development as at the date hereof are shown on the plans (insofar as the same are identifiable) certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.

15. Notwithstanding anything herein contained, the parties hereto acknowledge that the Road Reserve Area and the Road Reserve Area Structures are now serving primarily, inter alia, the Land and the Development and until such time as the Road Reserve Area and the Road Reserve Area Structures shall be surrendered to the Government in accordance with the Government Grant, the



Manager shall be responsible for the maintenance and repair of the Road Reserve Area and the Road Reserve Area Structures to the satisfaction of the Director of Lands and shall carry out such other works in respect of the Road Reserve Area and the Road Reserve Area Structures as are required under the Government Grant and the Owners shall be responsible for the costs and expenses thereof as if they were part of the Common Areas and Common Facilities.

16. In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number, and vice versa; words importing the masculine gender only shall include the feminine gender and the neuter gender; words importing persons shall include corporations and vice versa; references to clauses and schedules are to be construed as references to clauses of, and schedules to, this Deed.

IN WITNESS whereof the parties have duly executed and delivered this Deed as a deed the day and year first above written.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**The Government Grant**

Agreement and Conditions of Sale registered in the Land Registry as New Grant No.22916, particulars of which are as follows:-

- (a) Date : the 27<sup>th</sup> day of July 2021
- (b) Parties : The Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region of the one part and the First Owner of the other part
- (c) Term : Fifty years commencing from the 27<sup>th</sup> day of July 2021
- (d) Lot : Lot No.4076 in Demarcation District No.91

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Allocation of Undivided Shares of the Development**

Summary of allocation of Undivided Shares

<b><u>Description</u></b>	<b><u>No. of Undivided Shares</u></b>
1. Residential Units	23,493
2. Residential Parking Spaces	845
3. Motor Cycle Parking Spaces	14
4. Common Areas and Common Facilities	300
<hr/>	
Total Undivided Shares :	<b><u>24,652</u></b>

**Allocation of Undivided Shares to each Residential Unit:**

Floor	Residential Unit	Number of Undivided Shares allocated to each Residential Unit	Number of Residential Units	Sub-total
2/F	Unit A8	37	1	37
	Unit B1	39	1	39
	Unit B2	24	1	24
	Unit B3	24	1	24
	Unit B6	35	1	35
	Unit B7	40	1	40
	Unit B8	37	1	37
	Unit C8	24	1	24
	Unit D3	25	1	25
	Unit D6	24	1	24
	Unit D7	24	1	24
	Unit D8	26	1	26
	Unit D9	24	1	24
3/F	Unit A8	38	1	38
	Unit B1	44	1	44
	Unit B2	27	1	27
	Unit B3	27	1	27
	Unit B6	37	1	37
	Unit B7	41	1	41
	Unit B8	38	1	38
	Unit C8	27	1	27
	Unit D1	28	1	28
	Unit D2	26	1	26
	Unit D3	27	1	27
	Unit D6	27	1	27
	Unit D7	27	1	27
	Unit D8	29	1	29
	Unit D9	27	1	27
5/F	Unit A1	39	1	39
	Unit A2	27	1	27
	Unit A3	27	1	27
	Unit A6	37	1	37

	Unit A7	41	1	41
	Unit A8	38	1	38

Floor	Residential Unit	Number of Undivided Shares allocated to each Residential Unit	Number of Residential Units	Sub-total
5/F	Unit B1	40	1	40
	Unit B2	27	1	27
	Unit B3	27	1	27
	Unit B6	37	1	37
	Unit B7	41	1	41
	Unit B8	38	1	38
	Unit C1	19	1	19
	Unit C2	20	1	20
	Unit C3	24	1	24
	Unit C6	24	1	24
	Unit C7	26	1	26
	Unit C8	27	1	27
	Unit D1	28	1	28
	Unit D2	26	1	26
	Unit D3	27	1	27
	Unit D6	27	1	27
	Unit D7	27	1	27
	Unit D8	29	1	29
	Unit D9	27	1	27
6/F – 37/F (28 storeys)	Unit A1	42	28	1,176
	Unit A2	27	28	756
	Unit A3	27	28	756
	Unit A6	37	28	1,036
	Unit A7	41	28	1,148
	Unit A8	38	28	1,064
	Unit B1	40	28	1,120
	Unit B2	27	28	756
	Unit B3	27	28	756
	Unit B6	37	28	1,036
	Unit B7	41	28	1,148
	Unit B8	38	28	1,064
	Unit C1	20	28	560
	Unit C2	20	28	560
	Unit C3	27	28	756

Floor	Residential Unit	Number of Undivided Shares allocated to each Residential Unit	Number of Residential Units	Sub-total
6/F – 37/F (28 storeys)	Unit C6	27	28	756
	Unit C7	29	28	812
	Unit C8	27	28	756
	Unit D1	28	28	784
	Unit D2	26	28	728
	Unit D3	27	28	756
	Unit D6	27	28	756
	Unit D7	27	28	756
	Unit D8	29	28	812
	Unit D9	27	28	756
38/F	Penthouse A	80	1	80
	Penthouse B	88	1	88
	Penthouse C	67	1	67
	Penthouse D	67	1	67
	Unit C3	28	1	28
	Unit C6	28	1	28
	Unit C7	29	1	29
	Unit C8	27	1	27
	Unit D6	28	1	28
	Unit D7	28	1	28
	Unit D8	29	1	29
	Unit D9	27	1	27

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F.
2. There are no designations of Units A4, A5, B4, B5, C4, C5, D4 and D5.
3. There are no designations of Units A1, A2, A3, A6, A7, C1, C2, C3, C6, C7, D1 and D2 on 2/F.
4. There are no designations of Units A1, A2, A3, A6, A7, C1, C2, C3, C6 and C7 on 3/F.
5. There are no designations of Units A1, A2, A3, A6, A7, A8, B1, B2, B3, B6, B7, B8, C1, C2, D1, D2 and D3 on 38/F.

**Allocation of Undivided Shares to each Car Park:**

	<b><u>No. of Car Parks</u></b>		<b><u>Sub-Total No. of Undivided Shares</u></b>
Residential Parking Spaces Nos. 1 to 83 on Basement Floor	65	(13 shares each)	845
Motor Cycle Parking Spaces Nos. M1 to M8 on Basement Floor	7	(2 shares each)	14
<b>Total:</b>			<b><u>859</u></b>

Notes:

1. There are no designations of Residential Parking Spaces Nos. 4, 13, 14, 24, 34, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 54, 64 & 74.
2. There is no designation of Motor Cycle Parking Space No. M4.



**THE THIRD SCHEDULE ABOVE REFERRED TO**

**Allocation of Management Shares of the Development**

**Summary of allocation of Management Shares**

<b><u>Description</u></b>	<b><u>No. of Management Shares</u></b>
<b>1. Residential Units</b>	<b>23,493</b>
<b>2. Residential Parking Spaces</b>	<b>845</b>
<b>3. Motor Cycle Parking Spaces</b>	<b>14</b>
<hr/>	
<b>Total Management Shares :</b>	<b><u>24,352</u></b>

**Allocation of Management Shares to each Residential Unit:**

Floor	Residential Unit	Number of Management Shares allocated to each Residential Unit	Number of Residential Units	Sub-total
2/F	Unit A8	37	1	37
	Unit B1	39	1	39
	Unit B2	24	1	24
	Unit B3	24	1	24
	Unit B6	35	1	35
	Unit B7	40	1	40
	Unit B8	37	1	37
	Unit C8	24	1	24
	Unit D3	25	1	25
	Unit D6	24	1	24
	Unit D7	24	1	24
	Unit D8	26	1	26
	Unit D9	24	1	24
	Unit A8	38	1	38
3/F	Unit B1	44	1	44
	Unit B2	27	1	27
	Unit B3	27	1	27
	Unit B6	37	1	37
	Unit B7	41	1	41
	Unit B8	38	1	38
	Unit C8	27	1	27
	Unit D1	28	1	28
	Unit D2	26	1	26
	Unit D3	27	1	27
	Unit D6	27	1	27
	Unit D7	27	1	27
	Unit D8	29	1	29
	Unit D9	27	1	27
5/F	Unit A1	39	1	39
	Unit A2	27	1	27
	Unit A3	27	1	27
	Unit A6	37	1	37

	Unit A7	41	1	41
	Unit A8	38	1	38

Floor	Residential Unit	Number of Management Shares allocated to each Residential Unit	Number of Residential Units	Sub-total
5/F	Unit B1	40	1	40
	Unit B2	27	1	27
	Unit B3	27	1	27
	Unit B6	37	1	37
	Unit B7	41	1	41
	Unit B8	38	1	38
	Unit C1	19	1	19
	Unit C2	20	1	20
	Unit C3	24	1	24
	Unit C6	24	1	24
	Unit C7	26	1	26
	Unit C8	27	1	27
	Unit D1	28	1	28
	Unit D2	26	1	26
	Unit D3	27	1	27
	Unit D6	27	1	27
	Unit D7	27	1	27
	Unit D8	29	1	29
	Unit D9	27	1	27
6/F – 37/F (28 storeys)	Unit A1	42	28	1,176
	Unit A2	27	28	756
	Unit A3	27	28	756
	Unit A6	37	28	1,036
	Unit A7	41	28	1,148
	Unit A8	38	28	1,064
	Unit B1	40	28	1,120
	Unit B2	27	28	756
	Unit B3	27	28	756
	Unit B6	37	28	1,036
	Unit B7	41	28	1,148
	Unit B8	38	28	1,064
	Unit C1	20	28	560
	Unit C2	20	28	560
	Unit C3	27	28	756

Floor	Residential Unit	Number of Management Shares allocated to each Residential Unit	Number of Residential Units	Sub-total
6/F – 37/F (28 storeys)	Unit C6	27	28	756
	Unit C7	29	28	812
	Unit C8	27	28	756
	Unit D1	28	28	784
	Unit D2	26	28	728
	Unit D3	27	28	756
	Unit D6	27	28	756
	Unit D7	27	28	756
	Unit D8	29	28	812
	Unit D9	27	28	756
38/F	Penthouse A	80	1	80
	Penthouse B	88	1	88
	Penthouse C	67	1	67
	Penthouse D	67	1	67
	Unit C3	28	1	28
	Unit C6	28	1	28
	Unit C7	29	1	29
	Unit C8	27	1	27
	Unit D6	28	1	28
	Unit D7	28	1	28
	Unit D8	29	1	29
	Unit D9	27	1	27

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F.
2. There are no designations of Units A4, A5, B4, B5, C4, C5, D4 and D5.
3. There are no designations of Units A1, A2, A3, A6, A7, C1, C2, C3, C6, C7, D1 and D2 on 2/F.
4. There are no designations of Units A1, A2, A3, A6, A7, C1, C2, C3, C6 and C7 on 3/F.
5. There are no designations of Units A1, A2, A3, A6, A7, A8, B1, B2, B3, B6, B7, B8, C1, C2, D1, D2 and D3 on 38/F.

**Allocation of Management Shares to each Car Park:**

	<b><u>No. of Car Parks</u></b>		<b><u>Sub-Total No. of Management Shares</u></b>
Residential Parking Spaces Nos. 1 to 83 on Basement Floor	65	(13 shares each)	845
Motor Cycle Parking Spaces Nos. M1 to M8 on Basement Floor	7	(2 shares each)	14
<b>Total:</b>			<b><u>859</u></b>

Notes:

1. There are no designations of Residential Parking Spaces Nos. 4, 13, 14, 24, 34, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 54, 64 & 74.
2. There is no designation of Motor Cycle Parking Space No. M4.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

Works and Installations as at the date of this Deed :

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) the slope structures (if applicable);
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations (if applicable);
- (x) gas supply system;
- (xi) window installations; and
- (xii) other major items (e.g. central air-conditioning and ventilation system, escalators etc.)

### **THE FIFTH SCHEDULE ABOVE REFERRED TO**

The Fire Safety Management Plan includes, without limitation, the following requirements as at the date of this Deed:

1. Sounder base smoke detector provided inside the Open Kitchen Units and addressable type smoke detectors installed at the common lobby outside the Open Kitchen Units should not be removed or obstructed.
2. Sprinkler head provided at the ceiling immediately above the Open Kitchen should not be removed or obstructed.
3. The full height wall having an FRR (fire resistance rating) of not less than -/30/30 adjacent to the exit door of an Open Kitchen Unit should not be removed.
4. The fire service installations (“FSIs”) mentioned in paragraphs 1 and 2 above should be subject to annual inspection conducted by the Manager’s Registered Fire Service Installation Contractor (“RFSIC”).
5. The Manager should assist the Owners to carry out annual maintenance of the FSIs and submit the maintenance certificate to the Fire Services Department. The owners should allow access for the RFSIC to carry out annual inspection and maintenance.
6. The Manager shall ensure the reinstallation of smoke detector inside Open Kitchen after a fire alarm be conducted by RFSIC.
7. The fire safety provisions (including sprinkler heads, smoke detectors and any fire services measure mentioned in the Fire Safety Management Plan) and the 600mm (W) half hour fire rated wall shall not be removed or tampered. Permanent notice will also be provided at common areas (such as on notice board) to remind occupants not to remove or tamper any fire safety provision.
8. Courses of action(s) to be undertaken by the Manager for preventing the Owners of Open Kitchen Units from illegal alteration of the fire safety provisions.
9. RFSIC shall be responsible for the maintenance and inspection work (FS 251) of the fire safety provisions with appropriate maintenance procedure.
10. Staff training including the course of actions to be carried out by the Manager’s staff, and the training frequency.
11. Fire drill will be carried out annually.



**THE SIXTH SCHEDULE ABOVE REFERRED TO**

The Approved Noise Mitigation Measures provided in the Development in accordance with the NIA:

<b>Unit</b>	<b>Location</b>	<b>Floor (see the remarks shown at the bottom of this Schedule)</b>	<b>Approved Noise Mitigation Measures</b>	<b>Plan Drawing No.</b>
B1	Flat Roof (outside Master Bedroom)	3/F	➤ 1.5m High Solid Parapet Wall	DMC-005
C1	Flat Roof (outside Living / Dining Room)	5/F	➤ 1.5m High Solid Parapet Wall ➤ Sound Absorptive Material at Ceiling	DMC-006
C1	Living / Dining Room	6/F – 37/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-007
C2	Flat Roof (outside Living / Dining Room)	5/F	➤ 1.5m High Solid Parapet Wall ➤ Sound Absorptive Material at Ceiling	DMC-006
C2	Living / Dining Room	6/F – 37/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-007
C3	Flat Roof (outside Bedroom)	5/F	➤ 1.5m High Solid Parapet Wall	DMC-006
C3	Bedroom	6/F – 37/F	➤ Acoustic Window (Baffle Type)	DMC-007
C3	Flat Roof (outside Living / Dining Room)	5/F	➤ 1.5m High Solid Parapet Wall ➤ Sound Absorptive Material at Ceiling	DMC-006
C3	Living / Dining Room	6/F – 37/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-007
C6	Flat Roof (outside Bedroom)	5/F	➤ 1.5m High Solid Parapet Wall	DMC-006
C6	Bedroom	6/F – 37/F	➤ Acoustic Window (Baffle Type)	DMC-007

Unit	Location	Floor (see the remarks shown at the bottom of this Schedule)	Approved Noise Mitigation Measures	Plan Drawing No.
C6	Flat Roof (outside Living / Dining Room)	5/F	➤ 1.5m High Solid Parapet Wall ➤ Sound Absorptive Material at Ceiling	DMC-006
C6	Living / Dining Room	6/F – 37/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-007
C7	Flat Roof (outside Living / Dining Room)	5/F	➤ 1.5m High Solid Parapet Wall ➤ Sound Absorptive Material at Ceiling	DMC-006
C7	Living / Dining Room	6/F – 37/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-007
C7	Flat Roof (outside Bedroom)	5/F	➤ 1.5m High Solid Parapet Wall	DMC-006
C7	Bedroom	6/F – 37/F	➤ Acoustic Window (Baffle Type)	DMC-007
C8	Flat Roof (outside Living / Dining Room)	2/F	➤ 1.5m High Solid Parapet Wall ➤ Sound Absorptive Material at Ceiling	DMC-004
C8	Living / Dining Room	3/F – 37/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-005 DMC-006 DMC-007
C8	Flat Roof (outside Bedroom)	2/F	➤ 1.5m High Solid Parapet Wall	DMC-004
C8	Bedroom	3/F – 37/F	➤ Acoustic Window (Baffle Type)	DMC-005 DMC-006 DMC-007
D9	Flat Roof (outside Bedroom)	2/F	➤ 1.5m High Solid Parapet Wall	DMC-004
D9	Bedroom	3/F – 37/F	➤ Acoustic Window (Baffle Type)	DMC-005 DMC-006 DMC-007

Unit	Location	Floor (see the remarks shown at the bottom of this Schedule)	Approved Noise Mitigation Measures	Plan Drawing No.
D9	Flat Roof (outside Living / Dining Room)	2/F	➤ 1.5m High Solid Parapet Wall ➤ Sound Absorptive Material at Ceiling	DMC-004
D9	Living / Dining Room	3/F – 37/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-005 DMC-006 DMC-007
D8	Flat Roof (outside Bedroom)	2/F	➤ 1.5m High Solid Parapet Wall	DMC-004
D8	Bedroom	3/F – 37/F	➤ Acoustic Window (Baffle Type)	DMC-005 DMC-006 DMC-007
D8	Flat Roof (outside Living / Dining Room)	2/F	➤ 1.5m High Solid Parapet Wall ➤ Sound Absorptive Material at Ceiling	DMC-004
D8	Living / Dining Room	3/F – 37/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-005 DMC-006 DMC-007
D7	Flat Roof (outside Living / Dining Room)	2/F	➤ 1.5m High Solid Parapet Wall ➤ Sound Absorptive Material at Ceiling	DMC-004
D7	Living / Dining Room	3/F – 6/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-005 DMC-006 DMC-007
D7	Living / Dining Room	7/F – 37/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-007
D7	Flat Roof (outside Bedroom)	2/F	➤ 1.5m High Solid Parapet Wall	DMC-004
D7	Living / Dining Room	3/F – 6/F	➤ Fixed Glazing with Maintenance Window	DMC-005 DMC-006 DMC-007
D7	Bedroom	7/F – 37/F	➤ Acoustic Window (Baffle Type)	DMC-007

Unit	Location	Floor (see the remarks shown at the bottom of this Schedule)	Approved Noise Mitigation Measures	Plan Drawing No.
D6	Flat Roof (outside Living / Dining Room)	2/F	➤ 1.5m High Solid Parapet Wall ➤ Sound Absorptive Material at Ceiling	DMC-004
D6	Living / Dining Room	3/F – 7/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-005 DMC-006 DMC-007
D6	Living / Dining Room	8/F – 37/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-007
D6	Flat Roof (outside Bedroom)	2/F	➤ 1.5m High Solid Parapet Wall	DMC-004
D6	Living / Dining Room	3/F – 7/F	➤ Fixed Glazing with Maintenance Window	DMC-005 DMC-006 DMC-007
D6	Bedroom	8/F – 37/F	➤ Acoustic Window (Baffle Type)	DMC-007
D3	Flat Roof (outside Bedroom)	2/F	➤ 1.5m High Solid Parapet Wall	DMC-004
D3	Bedroom	3/F – 37/F	➤ Acoustic Window (Baffle Type)	DMC-005 DMC-006 DMC-007
D3	Flat Roof (outside Living / Dining Room)	2/F	➤ 1.5m High Solid Parapet Wall ➤ Sound Absorptive Material at Ceiling	DMC-004
D3	Living / Dining Room	3/F – 37/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-005 DMC-006 DMC-007
D2	Flat Roof (outside Living / Dining Room)	3/F	➤ 1.5m High Solid Parapet Wall ➤ Sound Absorptive Material at Ceiling	DMC-005
D2	Living / Dining Room	5/F – 8/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-006 DMC-007
D2	Living / Dining Room	9/F – 37/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-007

<b>Unit</b>	<b>Location</b>	<b>Floor (see the remarks shown at the bottom of this Schedule)</b>	<b>Approved Noise Mitigation Measures</b>	<b>Plan Drawing No.</b>
D2	Flat Roof (outside Bedroom)	3/F	➤ 1.5m High Solid Parapet Wall	DMC-005
D2	Living / Dining Room	5/F – 8/F	➤ Fixed Glazing with Maintenance Window	DMC-006 DMC-007
D2	Bedroom	9/F – 37/F	➤ Acoustic Window (Baffle Type)	DMC-007
D1	Flat Roof (outside Living / Dining Room)	3/F	➤ 1.5m High Solid Parapet Wall ➤ Sound Absorptive Material at Ceiling	DMC-005
D1	Living / Dining Room	5/F – 8/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-006 DMC-007
D1	Living / Dining Room	9/F – 37/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-007
D1	Flat Roof (outside Bedroom)	3/F	➤ 1.5m High Solid Parapet Wall	DMC-005
D1	Living / Dining Room	5/F – 8/F	➤ Fixed Glazing with Maintenance Window	DMC-006 DMC-007
D1	Bedroom	9/F – 37/F	➤ Acoustic Window (Baffle Type)	DMC-007
D1	Flat Roof (outside Bedroom)	3/F	➤ 1.5m High Solid Parapet Wall	DMC-005
Penthouse A	Master Bedroom	38/F	➤ Auto-Closing Door	DMC-008
Penthouse A	Bedroom 1	38/F	➤ Acoustic Window (Baffle Type)	DMC-008
Penthouse A	Bedroom 2	38/F	➤ Acoustic Window (Baffle Type)	DMC-008
C3	Bedroom	38/F	➤ Acoustic Window (Baffle Type)	DMC-008
C3	Living / Dining Room	38/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-008

<b>Unit</b>	<b>Location</b>	<b>Floor (see the remarks shown at the bottom of this Schedule)</b>	<b>Approved Noise Mitigation Measures</b>	<b>Plan Drawing No.</b>
C6	Bedroom	38/F	➤ Acoustic Window (Baffle Type)	DMC-008
C6	Living / Dining Room	38/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-008
C7	Living / Dining Room	38/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-008
C7	Bedroom	38/F	➤ Acoustic Window (Baffle Type)	DMC-008
C8	Living / Dining Room	38/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-008
C8	Bedroom	38/F	➤ Acoustic Window (Baffle Type)	DMC-008
D9	Bedroom	38/F	➤ Acoustic Window (Baffle Type)	DMC-008
D9	Living / Dining Room	38/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-008
D8	Bedroom	38/F	➤ Acoustic Window (Baffle Type)	DMC-008
D8	Living / Dining Room	38/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-008
D7	Living / Dining Room	38/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-008
D7	Bedroom	38/F	➤ Acoustic Window (Baffle Type)	DMC-008
D6	Living / Dining Room	38/F	➤ Enhanced Acoustic Balcony (Baffle Type)	DMC-008
D6	Bedroom	38/F	➤ Acoustic Window (Baffle Type)	DMC-008
Penthouse B	Bedroom 2	38/F	➤ Acoustic Window (Baffle Type)	DMC-008
Penthouse B	Bedroom 1	38/F	➤ Acoustic Window (Baffle Type)	DMC-008
Penthouse B	Master Bedroom	38/F	➤ Fixed Glazing with Maintenance Window	DMC-008

Remarks:

- (1) There are no designations of 4/F, 13/F, 14/F and 24/F and 34/F.
- (2) There are no designations of Units A4, A5, B4, B5, C4, C5, D4 and D5.
- (3) There are no designations of Units A1, A2, A3, A6, A7, C1, C2, C3, C6, C7, D1 and D2 on 2/F.
- (4) There are no designations of Units A1, A2, A3, A6, A7, C1, C2, C3, C6 and C7 on 3/F.
- (5) There are no designations of Units A1, A2, A3, A6, A7, A8, B1, B2, B3, B6, B7, B8, C1, C2, D1, D2 and D3 on 38/F.

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

SEALED with the Common Seal of )  
)  
[•], the DMC Manager, and SIGNED by )  
)  
)  
)  
)  
)  
whose signature(s) is/are verified by: )



SIGNED SEALED AND DELIVERED )  
 )  
by the Covenantee Owner / )  
 )  
SEALED with the Common Seal of the )  
 )  
Covenantee Owner and )  
 )  
SIGNED by )  
 )  
 )  
 )  
 )  
 )  
in the presence of: )

INTERPRETED to the Covenantee Owner by:-

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

**WISDOM SIGN LIMITED**

and

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

and

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

\*\*\*\*\*

**DEED OF MUTUAL COVENANT INCORPORATING  
MANAGEMENT AGREEMENT**

**OF**

**THE REMAINING PORTION OF LOT NO.4076  
IN DEMARCATION DISTRICT NO.91**

\*\*\*\*\*

**KAO, LEE & YIP  
SOLICITORS & NOTARIES  
17TH FLOOR, GLOUCESTER TOWER  
THE LANDMARK, CENTRAL  
HONG KONG SAR**

**K/LWY/87045/JWL/MM (CV)**



LEGEND:

- INDIGO-CAR PARK COMMON AREAS
- YELLOW-RESIDENTIAL COMMON AREAS
- YELLOW STIPPLED BLACK-RECREATIONAL FACILITIES (FORMING PART OF THE RESIDENTIAL COMMON AREAS)
- GREEN-DEVELOPMENT COMMON AREAS
- YELLOW WITH BLACK CROSSES VISITORS' PARKING SPACES (FORMING PART OF THE RESIDENTIAL COMMON AREAS)
- PARKING SPACES FOR DISABLED PERSONS

LIFT PIT MAINTENANCE AND REPAIR ROOM BELOW BASEMENT FLOOR

RCV = Refuse Collection Vehicles  
RSMRC = Refuse Storage & Material Recovery Chamber  
ELV = Extra Low Voltage Duct  
EV = Electric Vehicle  
EAD = Exhaust Air Duct  
FSI = Fire Service Inlet  
PD = Pipe Duct  
SVI = Smoke Vent Inlet  
TRS = Temporary Refuge Space

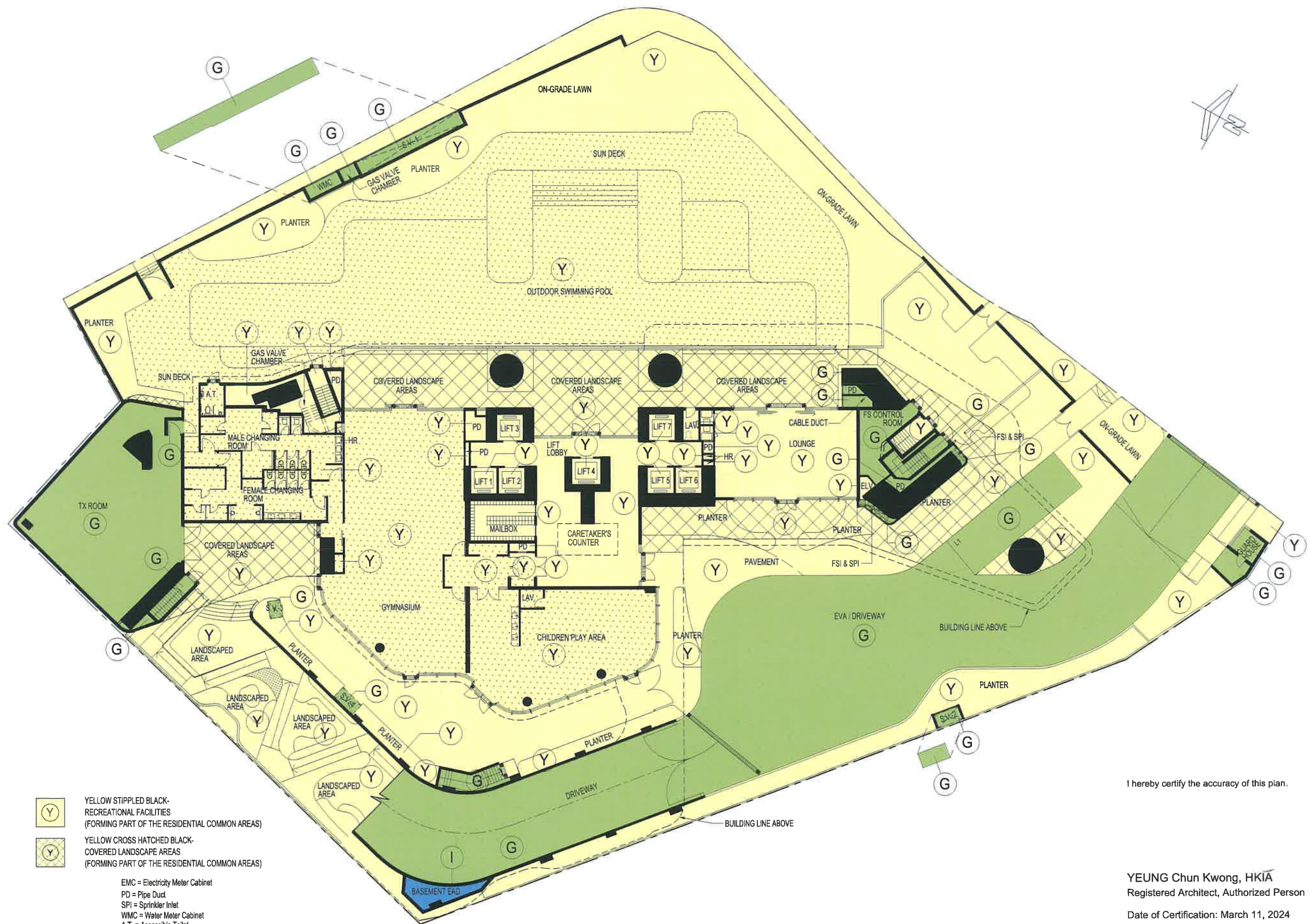
FOR IDENTIFICATION PURPOSE ONLY

I hereby certify the accuracy of this plan.

YEUNG Chun Kwong, HKIA  
Registered Architect, Authorized Person for the Development  
Date of Certification: March 11, 2024

<b>WONG TUNG &amp; PARTNERS LIMITED</b> ARCHITECTS & PLANNERS  18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong T 852-2903 9888 F 852-2513 1728 www.wongtung.com	PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT LOT NO. 4076 R.P. IN D.D. 91 KWU TUNG, FANLING, N.T.		DRAWING NO. DMC-001	REV. NO. 03
	TITLE: BASEMENT FLOOR PLAN		DATE: MAR 11 2024	SCALE: 1:300





# LEGEND:



YELLOW-RESIDENTIAL  
COMMON AREAS



GREEN-DEVELOPMENT  
COMMON AREAS



INDIGO-CAR PARK  
COMMON AREAS



YELLOW STIPPLED BLACK-  
RECREATIONAL FACILITIES  
(FORMING PART OF THE RESIDENTIAL COMMON AREAS)



YELLOW CROSS HATCHED BLACK-  
COVERED LANDSCAPE AREAS  
(FORMING PART OF THE RESIDENTIAL COMMON AREAS)

EMC = Electricity Meter Cabinet  
PD = Pipe Duct  
SPI = Sprinkler Inlet  
WMC = Water Meter Cabinet  
A.T. = Accessible Toilet  
HR = Hose Reel  
FSI = Fire Service Inlet  
TX = Transformer  
EVA = Emergency Vehicular Access  
ELV = Extra Low Voltage Duct  
S.V. = Smoke Vent  
STO = Storage Room  
FS = Fire Service  
EAD = Exhaust Air Duct

FOR IDENTIFICATION  
PURPOSE ONLY

I hereby certify the accuracy of this plan.

YEUNG Chun Kwong, HKIA  
Registered Architect, Authorized Person for the Development  
Date of Certification: March 11, 2024

WONG TUNG & PARTNERS LIMITED  
ARCHITECTS & PLANNERS



18/F, 14 Tai Wai Road, Tai Wai, Hong Kong  
T 852-3028-9888 F 852-3513-1330 www.wongtung.com

PROJECT:  
PROPOSED RESIDENTIAL DEVELOPMENT  
AT LOT NO. 4076 R.P. IN D.D. 91  
KWU TUNG, FANLING, N.T.

TITLE: GROUND FLOOR PLAN

DRAWING NO.

DMC-002

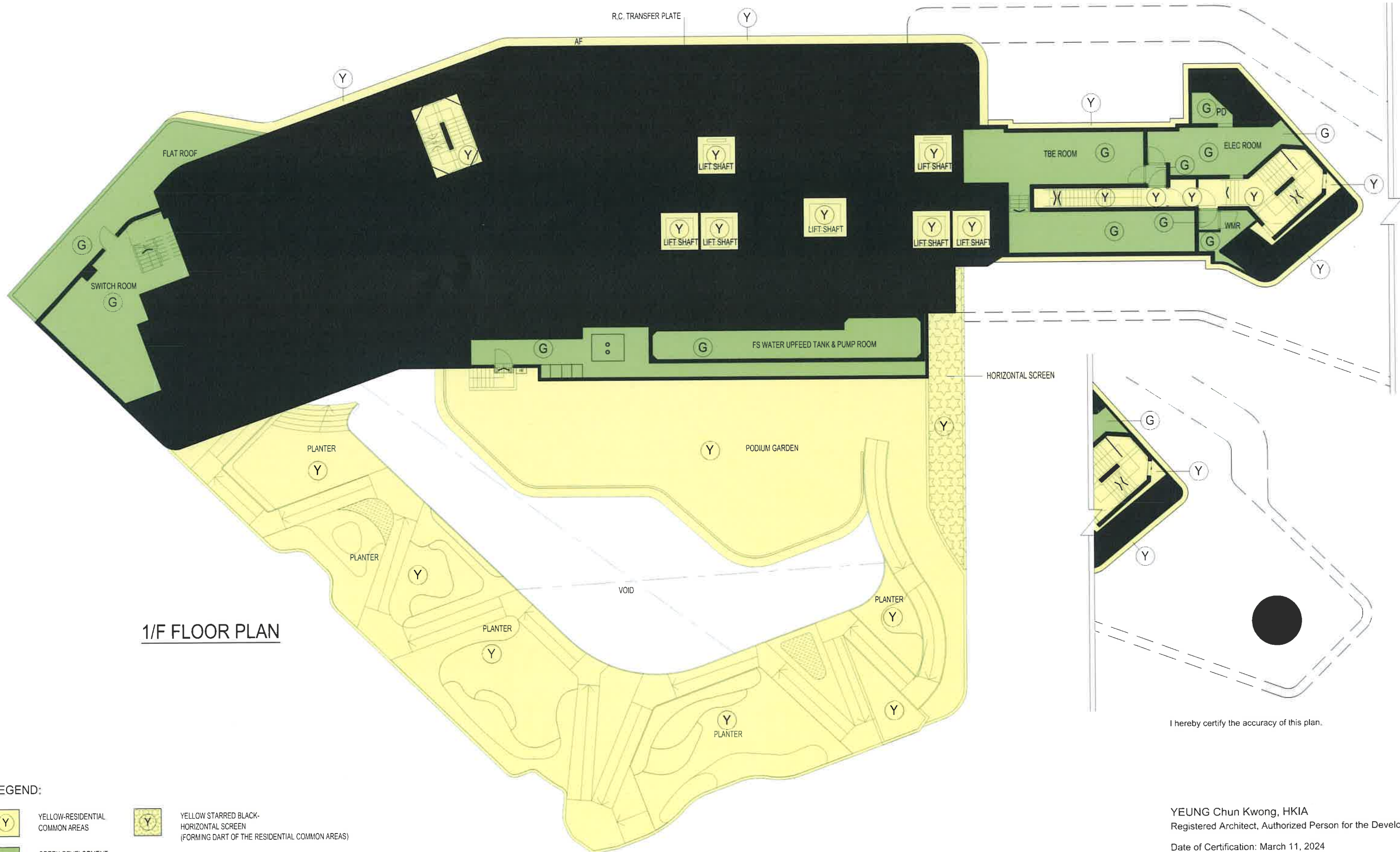
REV. NO.

03

DATE: 11 MAR 2024

SCALE: 1:300





1/F FLOOR PLAN

LEGEND:

-  YELLOW-RESIDENTIAL COMMON AREAS
-  YELLOW STARRED BLACK-HORIZONTAL SCREEN (FORMING DART OF THE RESIDENTIAL COMMON AREAS)
-  GREEN-DEVELOPMENT COMMON AREAS

TBE Room = Telecommunications and Broadcasting Equipment Room  
PD = Pipe Duct  
HR = Hose Reel  
FS = Fire Service  
WMR = Water Meter Room  
ELEC Room = Electric Room

FOR IDENTIFICATION  
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED  
ARCHITECTS & PLANNERS



18/F, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong  
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:  
PROPOSED RESIDENTIAL DEVELOPMENT  
AT LOT NO. 4076 R.P. IN D.D. 91  
KWU TUNG, FANLING, N.T.

TITLE:  
1/F FLOOR PLAN

YEUNG Chun Kwong, HKIA  
Registered Architect, Authorized Person for the Development

Date of Certification: March 11, 2024

DRAWING NO.  
DMC-003

REV. NO.  
03

DATE:  
11 MAR 2024

SCALE:  
1:200









3/F FLOOR PLAN

I hereby certify the accuracy of this plan.

LEGEND:

	YELLOW-RESIDENTIAL COMMON AREAS		YELLOW STARRED BLACK-HORIZONTAL SCREEN (FORMING PART OF THE RESIDENTIAL COMMON AREAS)
	HATCHED BLACK-BALCONY		RED LINE-SECTION OF WALL WHICH IS A NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
	STIPPLED BLACK-UTILITY PLATFORM		OPEN KITCHENS
	FULL HEIGHT WALL HAVING A FIRE RESISTANT RATING OF NOT LESS THAN -/30/30		

A.B. = Enhanced Acoustic Balcony (Baffle Type)  
A.W. = Acoustic Window (Baffle Type)  
S.P.W. = 1.5m High Solid Parapet Wall  
M.W. = Fixed Glazing with Maintenance Window  
BAL = Balcony  
EAD = Exhaust Air Duct  
EMC = Electricity Meter Cabinet  
HR = Hose Reel  
CD = Cable Duct  
PD = Pipe Duct  
RSMRR = Refuse Storage & Material Recovery Room  
U.P. = Utility Platform  
WMC = Water Meter Cabinet

FOR IDENTIFICATION PURPOSE ONLY

**WONG TUNG & PARTNERS LIMITED**  
ARCHITECTS & PLANNERS  
  
18/F, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong  
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

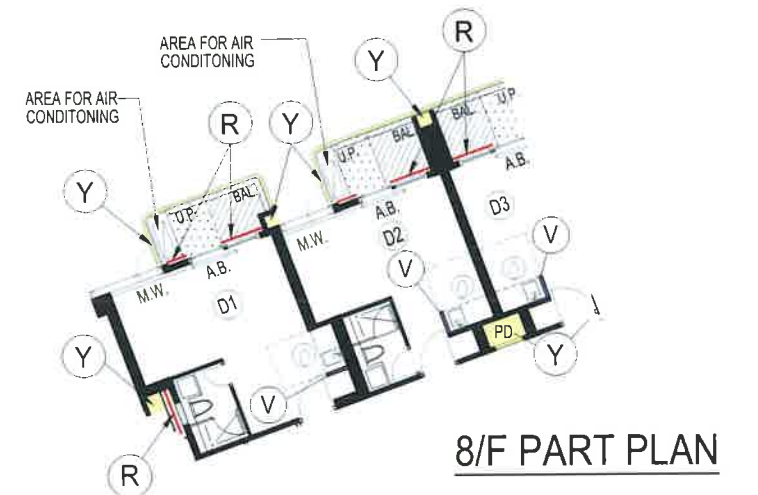
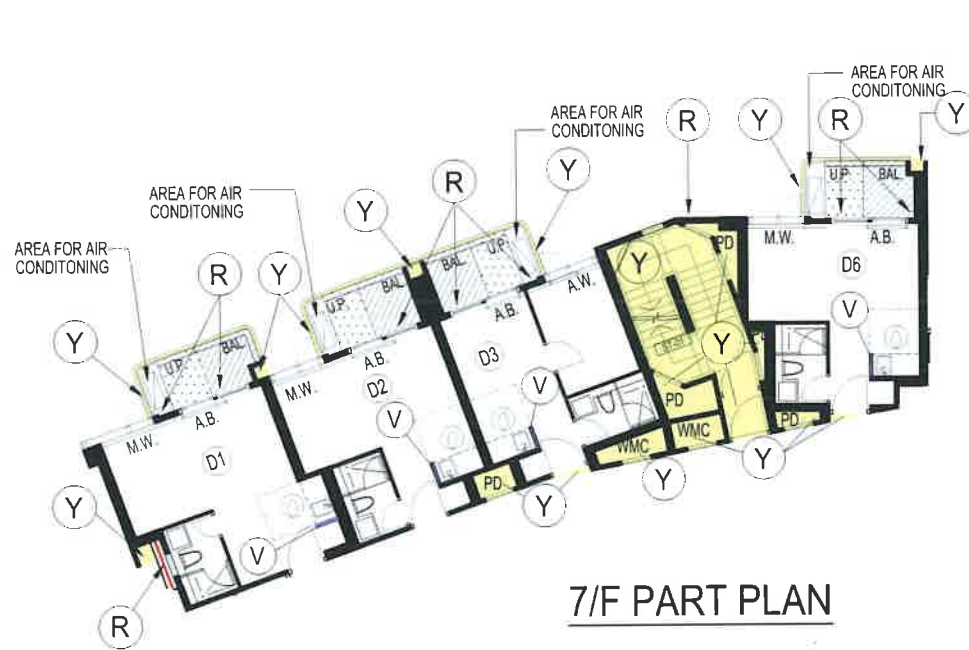
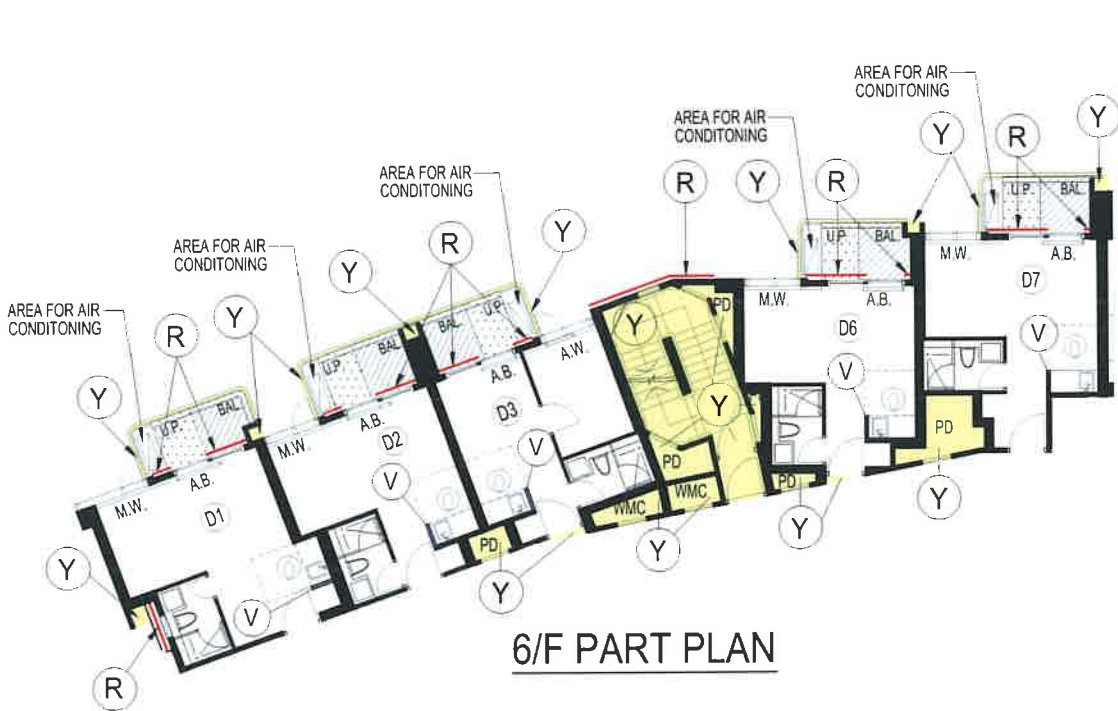
PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT LOT NO. 4076 R.P. IN D.D. 91 KWU TUNG, FANLING, N.T.	DRAWING NO. DMC-005	REV. NO. 03
TITLE: 3/F FLOOR PLAN	DATE: 11 MAR 2024	SCALE: 1:200

YEUNG Chun Kwong, HKIA  
Registered Architect, Authorized Person for the Development  
Date of Certification: March 11, 2024









I hereby certify the accuracy of this plan.

#### LEGEND:

- YELLOW-RESIDENTIAL COMMON AREAS
- HATCHED BLACK-BALCONY
- STIPPLED BLACK-UTILITY PLATFORM
- RED LINE-SECTION OF WALL WHICH IS A NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
- OPEN KITCHENS
- FULL HEIGHT WALL HAVING A FIRE RESISTANT RATING OF NOT LESS THAN -30/30

#### LEGEND:

- A.B. = Enhanced Acoustic Balcony (Baffle Type)
- A.W. = Acoustic Window (Baffle Type)
- M.W. = Fixed Glazing with Maintenance Window
- BAL. = Balcony
- EAD = Exhaust Air Duct
- EMC = Electricity Meter Cabinet
- HR = Hose Reel
- CD = Cable Duct
- PD = Pipe Duct
- RSMRR = Refuse Storage & Material Recovery Room
- U.P. = Utility Platform
- WMC = Water Meter Cabinet

FOR IDENTIFICATION  
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED  
ARCHITECTS & PLANNERS



18/F, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong  
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:  
PROPOSED RESIDENTIAL DEVELOPMENT  
AT LOT NO. 4076 R.P. IN D.D. 91  
KWU TUNG, FANLING, N.T.

TITLE: 6/F TO 37/F FLOOR PLAN

DRAWING NO.

DMC-007

REV. NO.

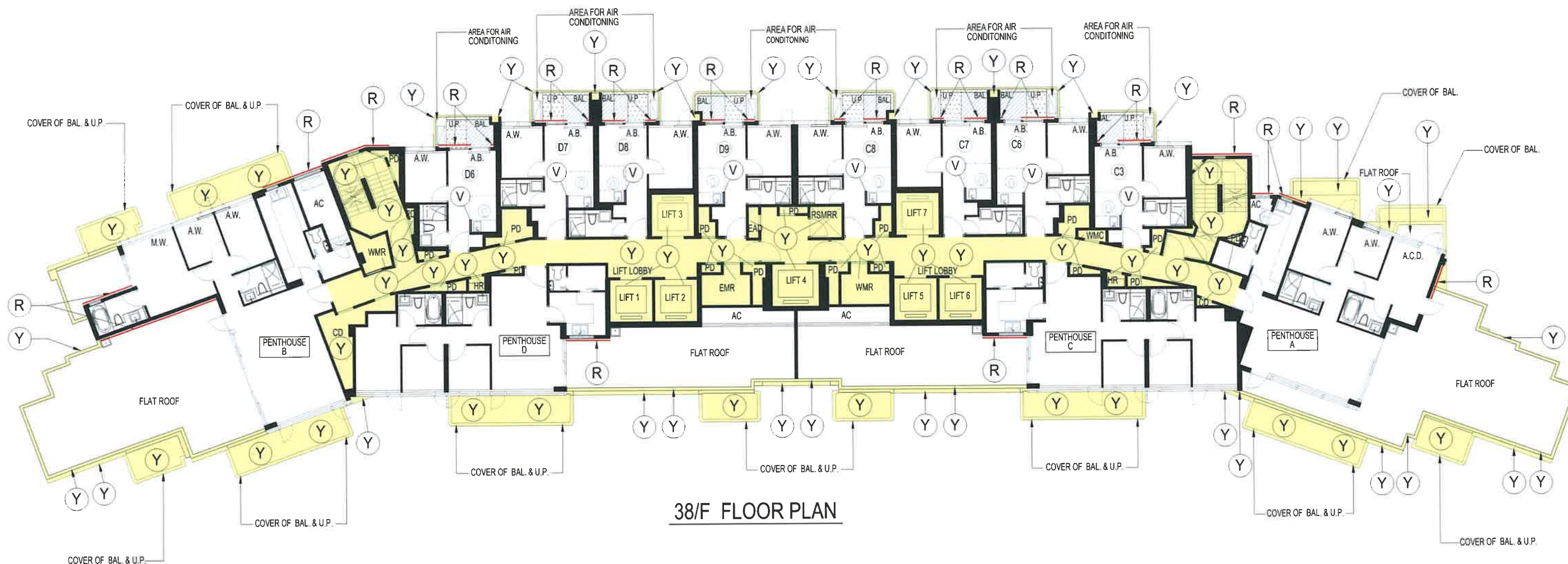
03

DATE: 11 MAR 2024

SCALE: 1:200

YEUNG Chun Kwong, HKIA  
Registered Architect, Authorized Person for the Development  
Date of Certification: March 11, 2024





I hereby certify the accuracy of this plan.

LEGEND:



YELLOW-RESIDENTIAL  
COMMON AREAS



HATCHED BLACK-BALCONY



STIPPLED BLACK-UTILITY PLATFORM



OPEN KITCHENS



RED LINE-SECTION OF WALL  
WHICH IS A NON-STRUCTURAL  
PREFABRICATED EXTERNAL WALL



FULL HEIGHT WALL HAVING A FIRE  
RESISTANT RATING OF NOT LESS  
THAN 30/30

LEGEND:

A.B. = Enhanced Acoustic Balcony (Baffle Type)  
A.C.D. = Auto-Closing Door  
A.W. = Acoustic Window (Baffle Type)  
M.W. = Fixed Glazing with Maintenance Window  
BAL. = Balcony  
EAD = Exhaust Air Duct  
ELV = Extra Low Voltage Duct  
EMR = Electricity Meter Room  
HR = Hose Reel  
CD = Cable Duct  
PD = Pipe Duct  
RSMRR = Refuse Storage & Material Recovery Room  
U.P. = Utility Platform  
WMC = Water Meter Cabinet  
WMR = Water Meter Room  
AC = Air Conditioning plant room

FOR IDENTIFICATION  
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED  
ARCHITECTS & PLANNERS



18/F, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong  
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:  
PROPOSED RESIDENTIAL DEVELOPMENT  
AT LOT NO. 4076 R.P. IN D.D. 91  
KWU TUNG, FANLING, N.T.

TITLE: 38/F FLOOR PLAN

DRAWING NO.

DMC-008

REV. NO.

03

DATE: 11 MAR 2024

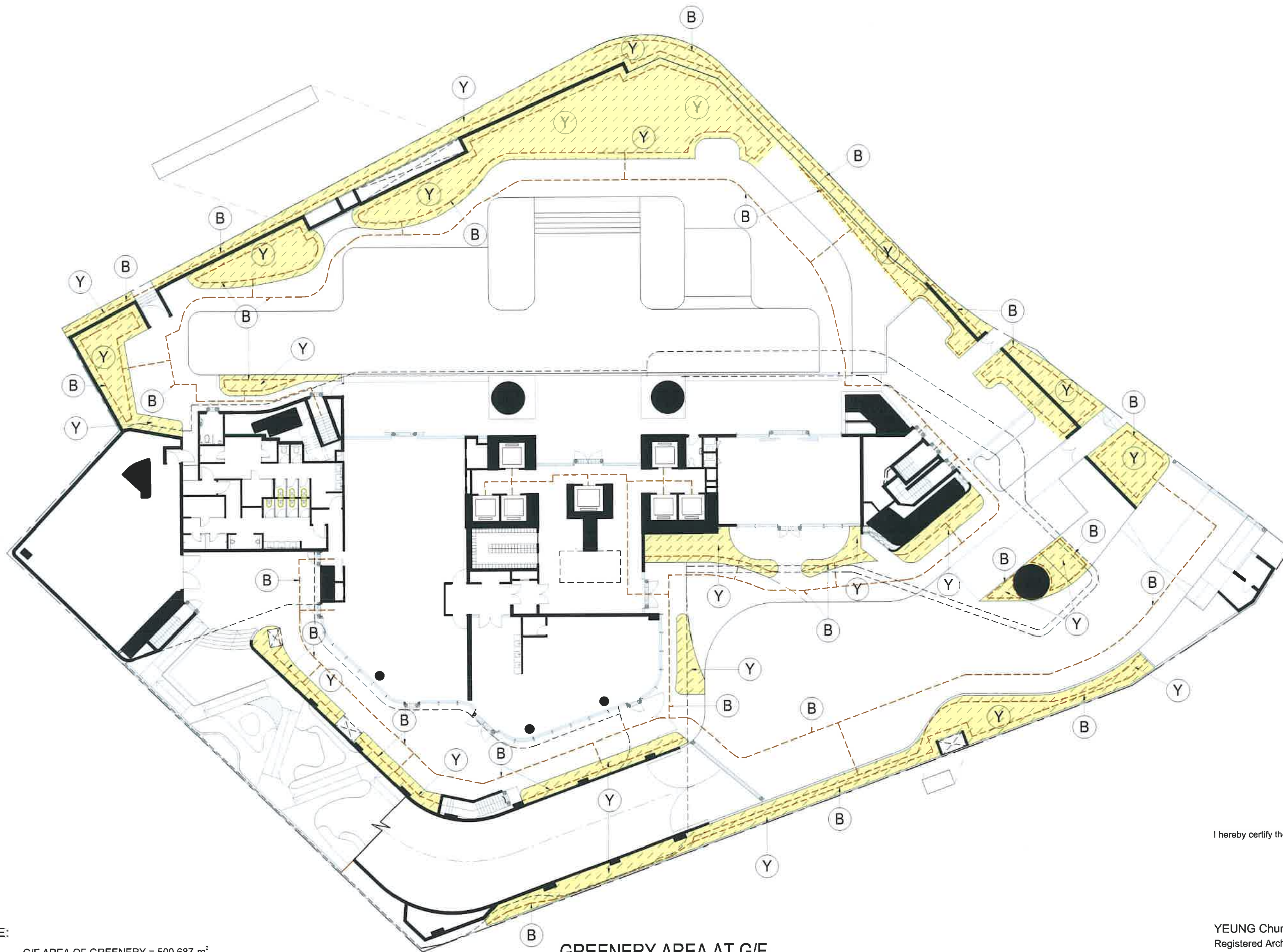
SCALE: 1:200

YEUNG Chun Kwong, HKIA  
Registered Architect, Authorized Person for the Development

Date of Certification: March 11, 2024







NOTE:

G/F AREA OF GREENERY = 500.687 m<sup>2</sup>

LEGEND:



YELLOW DASHED BLACK-GREENERY AREA  
(FORMING PART OF THE RESIDENTIAL COMMON AREAS)



BROWN DASH LINE -COMMON ACCESS TO GREENERY AREA

FOR IDENTIFICATION  
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED  
ARCHITECTS & PLANNERS



18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong  
T 852-2903 9888 F 852-2513 1728 www.wongtung.com

PROJECT:

PROPOSED RESIDENTIAL DEVELOPMENT  
AT LOT NO. 4076 R.P. IN D.D. 91  
KWU TUNG, FANLING, N.T.

TITLE:

GROUND FLOOR GREENERY AREA

DRAWING NO.

DMC-010

REV. NO.

03

DATE:

11 MAR 2024

SCALE:

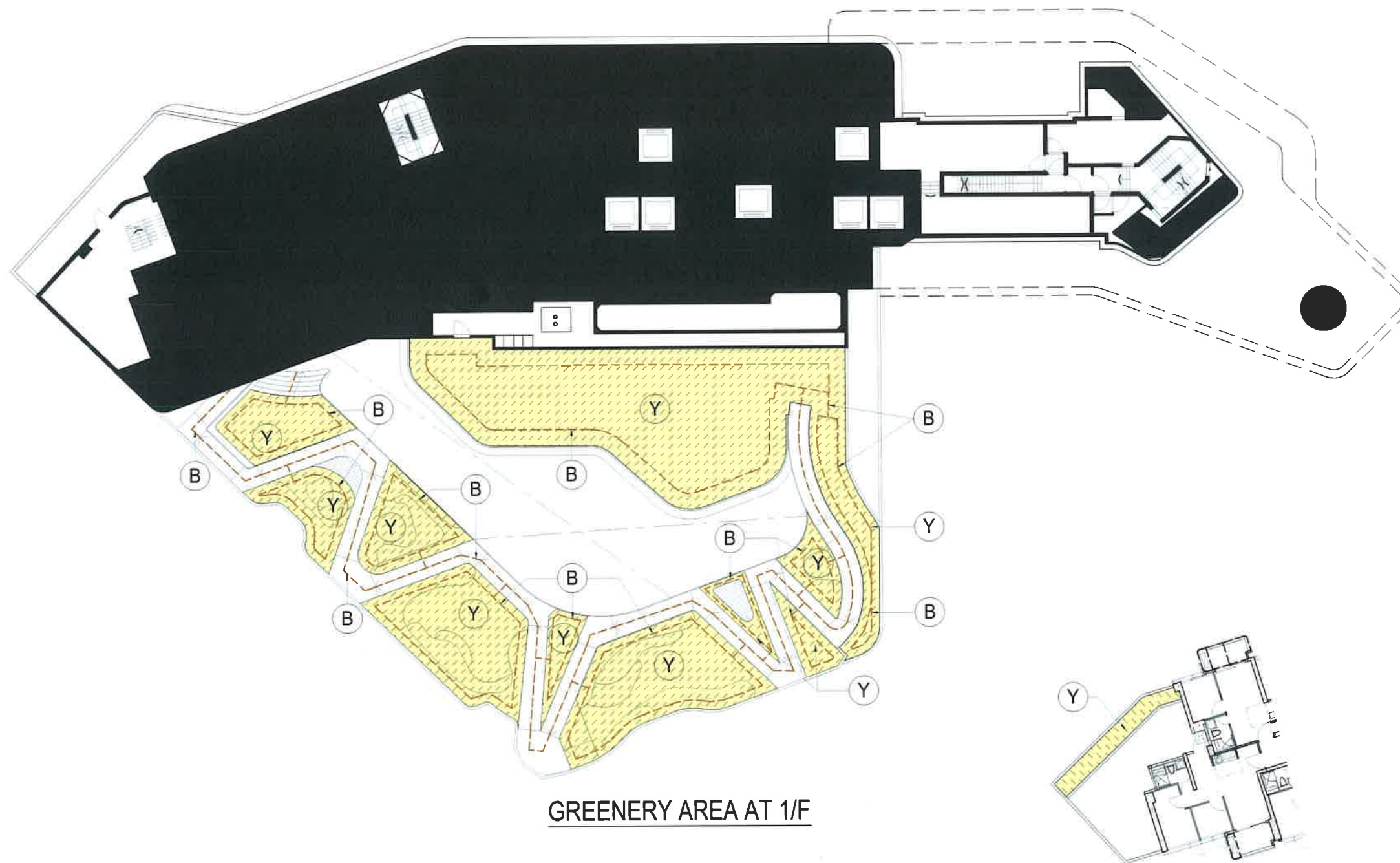
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I hereby certify the accuracy of this plan.

YEUNG Chun Kwong, HKIA

Registered Architect, Authorized Person for the Development

Date of Certification: March 11, 2024



GREENERY AREA AT 1/F

GREENERY AREA AT 3/F PART PLAN

PLANTERS ALONG THE PERIMETER OF  
AN INACCESSIBLE FLAT ROOF

I hereby certify the accuracy of this plan.

**NOTE:**

1/F AREA OF GREENERY = 426.461 m<sup>2</sup>  
3/F AREA OF GREENERY = 4.839 m<sup>2</sup>

**LEGEND:**



YELLOW DASHED BLACK-GREENERY AREA  
(FORMING PART OF THE RESIDENTIAL COMMON AREAS)



BROWN DASH LINE -COMMON ACCESS TO GREENERY AREA

FOR IDENTIFICATION  
PURPOSE ONLY

**WONG TUNG & PARTNERS LIMITED**  
ARCHITECTS & PLANNERS



18/F, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong  
T 852-2903 9888 F 852-2513 1728 www.wongtung.com

PROJECT:  
PROPOSED RESIDENTIAL DEVELOPMENT  
AT LOT NO. 4076 R.P. IN D.D. 91  
KWU TUNG, FANLING, N.T.

TITLE:  
1/F & 3/F GREENERY AREA

DRAWING NO.  
DMC-011

REV. NO.  
03

DATE:  
11 MAR 2024

SCALE:  
1:200

YEUNG Chun Kwong, HKIA  
Registered Architect, Authorized Person for the Development  
Date of Certification: March 11, 2024