

Dated the 15th day of October 2020

EASE TREASURE INVESTMENT LIMITED
(騰寶投資有限公司)

and



and

**KEYSEN PROPERTY MANAGEMENT
SERVICES LIMITED**
(堅信物業管理服務有限公司)

and

HANG SENG BANK LIMITED
(恒生銀行有限公司)

**DEED OF MUTUAL COVENANT AND
MANAGEMENT AGREEMENT**

of

TAI PO TOWN LOT NO. 214

MAYER | BROWN
好士打

JCWW/WKWC/WKWL/RSL/15486018

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SECTION 1 : PARTIES

THIS DEED is dated 15th day of October 2020 and is made

BETWEEN:-

- (1) **EASE TREASURE INVESTMENT LIMITED (騰寶投資有限公司)** whose registered office is situate at 33rd Floor, Great Eagle Centre, 23 Harbour Road, Wan Chai, Hong Kong (hereinafter called "**the First Owner**" which expression shall where the context so admits include his successors and assigns) of the first part;
- (2) [REDACTED] of [REDACTED] (hereinafter called "**the First Assignee**" which expression shall where the context so admits include his executors, administrators and assigns) of the second part;
- (3) **KEYSEN PROPERTY MANAGEMENT SERVICES LIMITED (堅信物業管理服務有限公司)** whose registered office is situate at 33rd Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong (hereinafter called "**the DMC Manager**") of the third part; and
- (4) **HANG SENG BANK LIMITED (恒生銀行有限公司)** with registered office in Hong Kong at 83 Des Voeux Road Central, Hong Kong (hereinafter called the "**Lender**" which expression shall where the context so admits include its successors and assigns) of the fourth part.

WHEREAS:-

SECTION 2 : DEFINITIONS AND RECITALS

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

"Accessible Parking Spaces"

means 6 spaces provided within the Lot in accordance with Special Condition No. (29)(b)(i) of the Government Grant forming part of the Residential Common Areas and Facilities and intended for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation and belonging to the residents of the Residential Accommodation and their bona fide guests, visitors or invitees. Such Accessible Parking Spaces (if and where capable of being shown on plans) are shown coloured Indigo on the plan(s) certified by the Authorized Person and annexed hereto;

"Authorized Person"

means Chau Tak Ho, Kenneth of CYS Associates (Hong Kong) Limited, and any other replacement authorized person for the time being appointed by the First Owner;

"Bicycle Parking Rules"

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

"Bicycle Parking Spaces"

means such spaces provided within the Lot in accordance with Special Condition No.(31) of the Government Grant forming part of the Residential Common Areas and Facilities and intended for the parking of bicycles belonging to the residents of the Residential Accommodation and their bona fide guests, visitors or invitees;

"Block Duplex Parking Space"

means a parking space provided within the Lot in accordance with Special Condition No.(29)(a)(i)(I) of the Government Grant (excluding a Residential Parking Space and an Accessible Parking Space) located at the carport forming part of either a Garden Duplex or a Sky Duplex (as the case may be) for the parking of a motor vehicle belonging to the residents of either the Garden Duplex or the Sky Duplex (as the case may be) and their bona fide guests visitors or invitees;

"Building Mortgage"

means a Debenture and Mortgage dated 21 November 2016 and registered in the Land Registry by Memorial No. 16120602400342;

"Building Plans"

means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under reference no. BD 2/9152/14 and includes any approved amendments thereto as approved by the Building Authority;

"Carpark"

means the whole of the car park for the Development comprising the Residential Parking Spaces, the Block Duplex Parking Spaces, the Motor Cycle Parking Spaces, the Visitors' Parking Spaces, the Accessible Parking Spaces, the Loading and Unloading Spaces and the Carpark Common Areas and Facilities;

"Carpark Common Areas and Facilities"

means such part of the Carpark (excluding (a) Parking Spaces, (b) Visitors' Parking Spaces, (c) the Accessible Parking Spaces; and (d) the Loading and Unloading Spaces) including the Electric Vehicle Charging Facilities, ramps, driveways, all the water pipes, drains and wires and cables and lighting, fire fighting installation and equipment, fresh air fan room(s), smoke outlets, exhaust air fan room(s), fresh air fan room(s), potable and flushing water booster pump room(s) electrical meter room and any other facilities installed for the use and benefit of the Parking Spaces, the Visitors' Parking Spaces, the Accessible Parking Spaces and includes such other areas, apparatus, devices, systems and facilities of and in the Development within the Carpark as are designated by the First Owner as Carpark Common Areas and Facilities

but EXCLUDING the Estate Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Residential Block Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner

PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of “**common parts**” set out in section 2 of the Ordinance and/or (b) any parts specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of “**common parts**” set out in section 2 of the Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Carpark Common Areas and Facilities.

Such Carpark Common Areas and Facilities (if and where capable of being shown on plans) are shown coloured orange on the plan(s) certified by the Authorized Person and annexed hereto;

"Car Parking Rules"

means the rules and regulations as the Manager may from time to time make or implement (with the approval of the Owners' Committee, if and when it is formed) governing the Residential Parking Spaces, the Block Duplex Parking Spaces, the Visitors' Parking Spaces, the Accessible Parking Spaces, the Loading and Unloading Spaces and the Carpark Common Areas and Facilities;

"Certificate of Compliance"

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

"Club House"

means the club house providing recreational and ancillary facilities comprising, inter alia, changing rooms, lavatories, jacuzzi, indoor swimming pool, outdoor swimming pool, kids pool, foot bath, pool deck, reception counter, gymnasium, sitting area(s), pantry, function room(s), staff room(s), game room, music room, lounge(s), sports lounge, store room, foyer(s), kid's play room, audio visual room, yoga room, drawing room, grand kitchen, pavilion;

"Club Rules"

means such rules and regulations set down by the Manager (with the approval of the Owners' Committee, if and when it is formed) from time to time with specific application to the Club House and the use and enjoyment thereof;

"Common Areas and Facilities"

means collectively the Estate Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Residential Block Common Areas and Facilities, the Carpark Common Areas and Facilities which are for the purpose of identification shown

on the plans (certified as to their accuracy by the Authorized Person) annexed hereto;

"Consent to Assign"

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

"Deed"

means this Deed of Mutual Covenant and Management Agreement;

"Development"

means the whole of the development constructed on the Lot in accordance with the Government Grant and the Building Plans and known as "ONTOLO" (朗濤);

"Electric Vehicle Charging Facilities"

means the electric vehicle charging facilities installed in the Carpark for the Parking Spaces, Visitors' Parking Spaces and Accessible Parking Spaces and such facilities shall include but not limited to such wires/cables, ducts/trunking, electric vehicle charger with base box, socket outlet, locks and covers, pole with electric vehicle charger installed thereon (if any) and other security and/or protective devices, charging station, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

"Estate Common Areas and Facilities"

means and includes the footpaths, passages, entrances, drop bar, walkways, shuttle lifts lobbies, lifts, stairways and landings to the Carpark, Slope Structures (if any) within the Lot, roadways and pavements, parts of ramps driveways, access area and circulation passages of Basement Level 1 and G/F, emergency vehicular access, gate of main entrance, potable and flushing water booster pump room, master water check meter room, switch room(s), cable riser room, cable duct corridor, transformer room(s), exhaust air fan room, fresh air fan room, exhaust air duct room, sprinkler pump room, fire services inlets, smoke outlets, sprinkler inlet(s) and control valve(s), fire control room, rain water recycling plant pit, street fire hydrant tank, sprinkler tank, fire services tank, street fire hydrant pump room, fire services pump room, refuse storage and material recovery chamber, fuel tank room, main telecommunications and broadcasting equipment room, emergency generation room(s) and such of the drains, channels, water mains, sewers, fresh and salt water storage tanks, fresh and salt water intakes and mains, drainage connection, caretakers' quarter, caretakers office, management office, guard room, owners' corporation office, wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Lot through which fresh or salt water, sewage, gas, telephone, emergency generator, electricity and other services are supplied to the Development, refuse collection vehicle space, structural boundary wall on Basement Level 1 and Basement Level 2, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, the refuse collection system,

ventilation system and any other systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development

but EXCLUDING the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Residential Block Common Areas and Facilities and the Carpark Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner

PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of “**common parts**” set out in section 2 of the Ordinance and/or (b) any parts specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of “**common parts**” set out in section 2 of the Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas and Facilities.

Such Estate Common Areas and Facilities (if and where capable of being shown on plans) are shown coloured yellow on the plans certified by the Authorized Person and annexed hereto;

"Fire Safety Management Plan"

means the fire safety management plan and measures relating to the Residential Units with Open Kitchen required to be implemented by the Buildings Department and the Fire Services Department and any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant Government authority mentioned and extracted in the FOURTH SCHEDULE hereto;

"Flat"

means a Residential Unit within the Residential Tower of the Development;

"FRR Wall"

means the full height wall having an fire resistance rating of not less than - /30/30 (if any) adjacent to the exit door of a Residential Unit with Open Kitchen which is respectively shown and coloured red on the floor plans of the Residential Units certified as to accuracy by the Authorized Person and annexed hereto;

"Garden Duplex"

means a Residential Unit (which is not a Sky Duplex) within the Residential Block (and in respect of each Garden Duplex shall include (a) a carport comprising 2 Block Duplex Parking Spaces, (b) private lift, (c) garden, (d) private lift lobby, (e) lift shaft, (f) lift pit and (g) lift overrun);

"Government"

means the Government of Hong Kong;

"Government Grant"

means the documents of title setting forth the rights and entitlements granted by the Government to the First Owner in respect of the Lot, namely New Grant No. 21850 under which the First Owner is entitled to a Government lease for the residue of a term of 50 years commencing from the 25th day of June 2014 upon issuance of the Certificate of Compliance and shall include any subsequent extensions or modifications thereto or renewals thereof;

"Green Area"

means the Green Area as referred to in Special Condition No.(8)(a)(i)(I) of the Government Grant and shown coloured green on the plan annexed to the Government Grant;

"Green Area Structures"

means the bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures (if any) as the Director of Lands in his sole discretion may require referred to and defined as "**the Structures**" under Special Condition No.(8)(a)(i)(II) of the Government Grant;

"Greenery Areas"

means the greenery areas (including the vertical green marked by orange coloured line on the plans certified by the Authorized Person and annexed hereto and all the areas landscaped in accordance with Special Condition No. (20) of the Government Grant) which shall not be used for any purpose other than those permitted under the Government Grant without the prior consent of the Building Authority and are for the purposes of identification only shown coloured green on the plans certified by the Authorized Person and annexed hereto;

"Hong Kong"

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

"House Rules"

means the rules supplemental to this Deed governing the Development or any part or parts thereof from time to time in force made pursuant to these presents and including without limitation to the Bicycle Parking Rules, the Car Parking Rules, the Club Rules and the Motor Cycle Parking Rules;

"Loading and Unloading Spaces"

means 8 spaces provided within the Lot in accordance with Special Condition No. (30)(a) of the Government Grant forming part of the Residential Common Areas and Facilities and intended for the loading and unloading of goods vehicles in connection with the Development;

"Lot"

means all that piece or parcel of ground registered in the Land Registry as Tai Po Town Lot No. 214;

"Management Expenses"

means expenses, costs and charges necessarily and reasonably incurred in the management of the Development provided in this Deed;

"Management Shares"

means the shares allocated or to be allocated to the Units as set out in the FIRST SCHEDULE hereto for the purpose of determining the due proportion of the Management Expenses payable by each Owner;

"Manager"

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

"Motor Cycle Parking Rules"

means the rules supplemental to this Deed governing the use of Motor Cycle Parking Spaces of the Development or any part or parts thereof from time to time in force made (with the approval of the Owners' Committee, if and when it is formed) pursuant to these presents;

"Motor Cycle Parking Space"

means a parking space in the Carpark provided in accordance with Special Condition No.(29)(c)(i) of the Government Grant intended for the parking of motor cycles belonging to the residents of the Residential Accommodation and their bona fide guests visitors or invitees and to which Undivided Share(s) have been or will be allocated and "Motor Cycle Parking Spaces" shall be interpreted accordingly;

"Noise Mitigation Measures"

means the noise mitigation measures forming part of the Common Areas and Facilities and the Residential Units as respectively set out in the FIFTH SCHEDULE hereto;

"Non-enclosed Areas"

means :-

- (a) the balconies (including acoustic balconies) of the Residential Units which are shown hatched black and marked "BAL" on the plans certified by the Authorized Person and annexed hereto and the covered areas underneath the balconies (including acoustic balconies); and
- (b) the utility platforms of the Residential Units which are shown stippled black and marked "U.P." on the plans certified by the Authorized Person and annexed hereto and the covered areas underneath the utility platforms;

"Occupation Permit"

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

"Open Kitchen"

means an open kitchen of a Residential Unit which is shown and marked "OPEN KIT" on the plans all certified by the Authorized Person and annexed hereto;

"Ordinance"

means the Building Management Ordinance (Cap.344);

"Owner"

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

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

"Owners' Corporation"

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

"Parking Space"

means a Residential Parking Space, a Block Duplex Parking Space, or a Motor Cycle Parking Space;

"Recreational Facilities"

means the recreational facilities and facilities ancillary thereto (including the Club House) constructed or to be constructed in accordance with Special Condition No.(18) of the Government Grant for the common use and benefit of all the residents of the Residential Accommodation and their bona fide visitors. Such recreational facilities (if and where capable of being shown on plans) are shown coloured Indigo hatched Black on the plan(s) certified by the Authorized Person and annexed hereto;

"Residential Accommodation"

means those parts of the Development constructed on the Lot intended for residential use in accordance with the Building Plans comprising the Residential Towers and the Residential Blocks;

"Residential Block"

means each of the two (2) blocks (other than Residential Towers) comprising Block H1 and Block H2 in the Residential Accommodation constructed on the Development for residential purposes in accordance with the Building Plans and

the Government Grant and each block comprises two (2) Sky Duplexes and two (2) Garden Duplexes respectively as set out in the FIRST SCHEDULE hereto and "**Residential Blocks**" shall be interpreted accordingly;

"Residential Block Common Areas and Facilities"

means and includes cladding, structural wall, architectural features, staircases, passages, common corridors, mail boxes, fire services inlets, the curtain wall structures of the Development including but not limited to the mullions and cladding (except: (i) the openable parts of the curtain wall structures; and (ii) such pieces of glass panels wholly enclosing or fronting a Residential Unit, which said openable parts and glass panels shall form parts of the relevant Residential Units). For the avoidance of doubt, any glass panel forming part of the curtain wall structures of the Development that does not wholly enclose a Residential Unit in a Residential Block but extends across two or more Residential Units in a Residential Block shall form part of the Residential Block Common Areas and Facilities (BUT excluding the glass balustrades, metal balustrades and/or railings, if any, of the balconies, utility platforms, roofs or flat roofs which form parts of the relevant Residential Units), electrical meter room and extra low voltage room, water meter cabinet(s), check meter cabinet, fire services sprinkler pump room(s), sprinkler water tank(s), water pump and flushing water tank room, fire services water tank(s), temporary refuse space, refuse storage and material recovery room(s), aerials, meters, transformers, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Block, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the Owners and residents or occupiers of the Residential Block and their bona fide guests or visitors or invitees and such other areas within the Lot and such other systems, devices and facilities within the Development as are designated by the First Owner for common use and benefit of the Residential Block in accordance with this Deed

but EXCLUDING the Estate Common Areas and Facilities, the Residential Common Areas and Facilities, the Carpark Common Areas and Facilities, the Residential Tower Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner

PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "**common parts**" set out in section 2 of the Ordinance and/or (b) any parts specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "**common parts**" set out in section 2 of the Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Block Common Areas and Facilities.

Such Residential Block Common Areas and Facilities (if and where capable of being shown on plans) are shown coloured light blue on the plans certified by Authorized Person and annexed hereto;

"Residential Common Areas and Facilities"

means and includes the Recreational Facilities (including the Club House), the Accessible Parking Spaces, the Bicycle Parking Spaces, the Loading and Unloading Spaces, the Visitors' Parking Spaces, planter, water features, Greenery Areas, pavilion, and such of the covered play area, passages, boundary fence walls, solid boundary walls, corridors, entrances, halls, entrance lobby, lifts, lift shafts, lift lobbies, stairways and landings, communal television and radio aerial systems, cable television system (if any), areas for the installation or use of aerial broadcast distribution or telecommunication network facilities, swimming pool heat pump room, fire services pump rooms, store rooms, fire services water tanks, check water meter rooms, filtration plant room for water feature, storm water sump tank, storm water sump pump room, rain water treatment plant room, filtration plant room for swimming pool, common air-conditioning plant rooms, gas valve room, aerials, meters, transformers, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, emergency generator, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the Owners and residents or occupiers of the Residential Accommodation and their bona fide guests or visitors or invitees and such other areas within the Lot and such other systems, devices and facilities within the Development as are designated by the First Owner for common use and benefit of the Residential Accommodation in accordance with this Deed

but EXCLUDING the Estate Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Residential Block Common Areas and Facilities and the Carpark Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner

PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "**common parts**" set out in section 2 of the Ordinance and/or (b) any parts specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "**common parts**" set out in section 2 of the Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and Facilities.

Such Residential Common Areas and Facilities (if and where capable of being shown on plans) are shown coloured indigo and indigo hatched black on the plans certified by Authorized Person and annexed hereto;

"Residential Parking Space"

means a parking space provided under Special Condition No. (29)(a)(i)(I) of the Government Grant (excluding a Block Duplex Parking Space and an Accessible Parking Space) in the Carpark for the parking of motor vehicle belonging to the residents of the Residential Accommodation and their bona fide guests visitors or invitees to which Undivided Share has been allocated;

"Residential Tower"

means each of the multi-storeyed tower (other than the Residential Blocks) in the Residential Accommodation constructed on the Development for residential purposes in accordance with the Building Plans and the Government Grant and comprising Tower 1, Tower 2, Tower 3, Tower 5, Tower 6A, Tower 6B, Tower 7A, Tower 7B, Tower 8A, Tower 8B, Tower 9A and Tower 9B as set out in the FIRST SCHEDULE hereto and **"Residential Towers"** shall be interpreted accordingly;

"Residential Tower Common Areas and Facilities"

means and includes architectural features, acoustic fins, claddings structural wall, gondola system, the curtain wall structures of the Development including but not limited to the mullions and cladding (except: (i) the openable parts of the curtain wall structures; and (ii) such pieces of glass panels wholly enclosing or fronting a Residential Unit, which said openable parts and glass panels shall form parts of the relevant Residential Units). For the avoidance of doubt, any glass panel forming part of the curtain wall structures of the Development that does not wholly enclose a Flat but extends across two or more Flats shall form part of the Residential Tower Common Areas and Facilities (BUT excluding the glass balustrades, metal balustrades and/or railings, if any, of the balconies, utility platforms, roofs or flat roofs which form parts of the relevant Residential Units), air-conditioning platforms, passages, common corridors, lifts, lift shafts, lift pits, fireman's lift lobbies, lift machine rooms, mail room, mail boxes, fan room, electrical meter room and extra low voltage room, water meter cabinet(s), fire services sprinkler pump room, sprinkler water tank, roofs within the Residential Tower and not forming parts of the Residential Units, the flat roofs within the Residential Tower and not forming parts of the Residential Units, parts of the gardens within the Residential Tower and not forming parts of the Residential Units, television broadcasting equipment room, fire service(s) pump room, fire service(s) water tank, top roofs (excluding those forming part of the Residential Units), sitting areas, aerials, meters, transformers, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Tower, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the Owners and residents or occupiers of the Residential Tower and their bona fide guests or visitors or invitees and such other areas within the Lot and such other systems, devices and facilities within the Development as

are designated by the First Owner for common use and benefit of the Residential Tower in accordance with this Deed

but EXCLUDING the Estate Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Block Common Areas and Facilities and the Carpark Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner

PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of “**common parts**” set out in section 2 of the Ordinance and/or (b) any parts specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of “**common parts**” set out in section 2 of the Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Tower Common Areas and Facilities.

Such Residential Tower Common Areas and Facilities (if and where capable of being shown on plans) are shown coloured pink on the plans certified by Authorized Person and annexed hereto;

"Residential Unit"

means either a Flat or a Garden Duplex or a Sky Duplex intended for residential use in accordance with the Building Plans and the Occupation Permit and shall include but not limited to:-

- (a) the openable parts of the curtain wall structures of the Residential Accommodation and such pieces of glass panels and/or windows (i) forming part of the curtain wall structures of the Development including louvre at curtain wall and glass barrier at curtain wall and (ii) wholly enclosing or fronting the Residential Unit (if any) PROVIDED THAT any glass panel forming part of the curtain wall structures that does not wholly enclose a Residential Unit but extend across two or more Residential Units shall form part of the Residential Tower Common Areas and Facilities or (as the case may be) the Residential Block Common Areas and Facilities;
- (b) the internal walls and partitions of or within the Residential Unit that serve and support exclusively that Residential Unit;
- (c) the inner half of any wall (other than the external walls of the Development) and partition of or within the Residential Unit that separates the Residential Unit or any part thereof from any other part(s) of the Development which wall (other than the external walls of the Development) and partition are neither structural nor load-bearing in nature;
- (d) the glass balustrades, metal balustrades, railings, and/or full height glass wall of (if any) the balconies (including acoustic balconies), utility platforms, roofs or flat roofs of the Residential Unit; and

- (e) the inner half of the party fence walls or parapet walls of (if any) the roofs, flat roofs or gardens of the Residential Unit, which party fence walls or parapet walls are neither structural nor load-bearing in nature.

but excluding the Estate Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Residential Block Common Areas and Facilities and any parts specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of “**common parts**” set out in section 2 of the Ordinance

"Shuttle Bus Service"

means the shuttle bus service operated or to be operated by the Manager serving the Owners of Residential Units, their tenants, servants, agents, invitees and licensees (including their bona fide guests and visitors);

"Sky Duplex"

means a Residential Unit (which is not a Garden Duplex) within the Residential Block (and in respect of each Sky Duplex shall include (a) a carport comprising 2 Block Duplex Parking Spaces, (b) private lift, (c) private lift lobbies, (d) lift shaft, (e) lift pit, (f) lift overrun, (g) roof, (h) stairhood and (i) top roof);

"Slope Structures"

means if they exist at all, all slopes, slope treatment works, earth retaining structures, retaining walls and other related structures within or outside the Lot and the Development as required by the Government Grant or this Deed to be maintained by the Owners;

"Special Fund"

means a special fund to be set up by the Manager pursuant to the provisions of this Deed for expenditure in relation to the management of the Development of a capital nature or of a kind not expected to be incurred annually for the purpose of paragraph 4 of Schedule 7 to the Ordinance;

"Undivided Share"

means an equal undivided part or share of and in the Lot 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"

means a Flat, a Garden Duplex, a Sky Duplex, a Residential Parking Space or a Motor Cycle Parking Space, and shall have the same definition as “flat” under the Ordinance;

"Visitors' Parking Spaces"

means 29 spaces provided within the Lot in accordance with Special Condition No. (29)(a)(iii) of the Government Grant (including two of the Accessible Parking Spaces) forming part of the Residential Common Areas and Facilities and intended for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending

legislation and belonging to the bona fide guests, visitors or invitees of the residents of the Residential Accommodation;

"window"

in relation to any Residential Unit, means :-

- (a) any louvers and openable window of a Residential Unit;
- (b) any non-openable window of a Residential Unit; and
- (c) any vision panel of the curtain walls, including louvres at curtain wall, wholly enclosing or fronting a Residential Unit, excluding any vision panel of the curtain walls that does not wholly enclose a Residential Unit but extends across two or more Residential Units

together with all the glass of window, window frames thereof (if any), sealant, hinges and all related fixing and ironmongery, "**windows**" shall be construed accordingly.

"Works and Installations"

means all the major works and installations in the Development which require regular maintenance on a recurrent basis, details of which are set out in the SIXTH SCHEDULE hereto.

- (B) Immediately prior to the Assignment to the First Assignee hereinafter referred to the First Owner is the registered owner and is in possession of the Lot and upon issue of the Certificate of Compliance in respect of the Lot will become entitled to a Government lease thereof for the residue of a term of 50 years commencing from the 25th day of June 2014 subject to and with the benefit of the Government Grant.
- (C) The First Owner has developed and is in the course of developing the Lot in accordance with the Government Grant and the Building Plans. The Development comprises inter alia, a number of residential units, car park units and recreational and communal areas and facilities.
- (D) For the purposes of sale the Lot and the Development have been notionally divided into 66,819 equal Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.
- (E) The First Owner has already obtained the Certificate of Compliance and is entitled to assign or otherwise dispose of Undivided Shares together with the right to the exclusive use and occupation of a part or parts of the Development.
- (F) By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed the First Owner assigned unto the First Assignee All Those [REDACTED] equal undivided 66,819th parts or shares of and in the Lot and the Development Together with the sole and exclusive right to hold use occupy and enjoy All That [REDACTED]
[REDACTED]
Development ("**the First Assignee's Unit** ") subject to and with the benefit of the Government Grant.

- (G) The parties hereto have agreed to enter into these presents for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Lot and the Development and the Common Areas and Facilities therein and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect thereof and to provide for apportionment of the expenses of such management, maintenance, repair, renovation, insurance and service to be borne by the Owners.
- (H) In these presents (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter and vice versa and words importing persons shall include corporations and vice versa.
- (I) References to statute, laws or regulations are reference to (i) any constitutional provisions, treaties, conventions, statutes, acts, laws, decrees, ordinances subsidiary and subordinate legislation, orders, rules and regulations having the force of law; (ii) any rules of civil and common law and equity; and (iii) any rules and licensing requirements of the Government or other competent authority, as the same are from time to time modified, codified or re-enacted.
- (J) Reference to any Ordinance, rules, regulation or other statutory provisions are references to such Ordinance, rules, regulation or other statutory provisions as the same are from time to time modified, codified or re-enacted.

NOW THIS DEED WITNESSES as follows :-

SECTION 3 : RIGHTS AND OBLIGATIONS OF OWNERS

1. Grant of rights to the First Owner

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

2. Grant of rights to the First Assignee

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

3. Rights of all Owners

Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the person or persons

from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the SECOND SCHEDULE hereto.

4. Owners bound by covenants and restrictions

The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the THIRD SCHEDULE hereto and such Owner shall comply with the House Rules from time to time in force so far as the same are binding on such Owner.

5. Right to assign without reference to other Owners

- (a) Subject to the Government Grant and this Deed, every Owner shall have the full right and liberty without reference to any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Lot and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Development which may be held therewith

PROVIDED THAT :-

- (i) any such transaction shall be expressly subject to and with the benefit of this Deed;
- (ii) any assignment of the Lot or any part thereof shall be subject to Special Condition No. (45)(d) of the Government Grant;
- (iii) the Parking Space shall not be:-
- (1) assigned except :-
- (I) together with Undivided Shares in the Lot 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 in the Lot with the right of exclusive use and possession of a Residential Unit or Residential Units; or

- (2) underlet except to residents of the Residential Units.

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

- (iv) no Owner of any Block Duplex Parking Space shall assign, mortgage, charge, underlet or part with possession of or otherwise dispose of the

exclusive right to use the Block Duplex Parking Space or any interest therein or enter into any agreement so to do without also at the same time assigning, mortgaging, charging, underletting or parting with the possession therewith the right to the exclusive use and occupation of the Garden Duplex or the Sky Duplex (as the case may be) of which Block Duplex Parking Space forms part and the Undivided Shares allocated to the Garden Duplex or the Sky Duplex (as the case may be).

- (b) Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed.

6. Right to exclusive use not to be dealt with separately from Undivided Shares

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

7. Rights of Owners

(a) Rights of Every Owner

Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use :-

- (i) the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit; and
- (ii) the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the caretaker's quarter and the owners' corporation office on the Ground Floor of Tower 7B and the caretaker's office on the Ground Floor of Tower 8A.

(b) Rights of Owner of Residential Unit

Every Owner of a Residential Unit, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use:-

- (i) the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Residential Unit; and
- (ii) the Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Visitors' Parking Spaces and the Accessible Parking Spaces.

(c) Rights of Owner of Residential Unit in the Residential Tower

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

(d) Rights of Owner of Residential Unit in the Residential Block

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

(e) Rights of Owner of Parking Space

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

(f) Rights subject to this Deed, etc.

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

(g) Assignment of Common Areas and Facilities

Upon execution of this Deed, the First Owner shall assign to the Manager free of costs or consideration the whole of the Undivided Shares allocated to the Common Areas and Facilities under this Deed subject to and with the benefit of the Government Grant and this Deed. Such Undivided Shares together with the right to hold, use, occupy and enjoy the Common Areas and Facilities shall be held by the Manager as trustee for the benefit all the Owners for the time being and in the event the Manager shall resign or be dismissed or wound up or a

bankruptcy order made against it and another manager appointed in its stead in accordance with these presents, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares to the new manager upon the same trust

PROVIDED THAT if an Owners' Corporation is formed under the Ordinance it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration and in which event the Manager shall assign free of costs or consideration the Undivided Shares in respect of the Common Areas and Facilities and transfer free of costs or consideration the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners.

SECTION 4 : ADDITIONAL RIGHTS OF THE FIRST OWNER

8. Additional rights of First Owner

The First Owner (which for the purposes of this Clause 8 shall exclude its successors and assigns) shall for as long as it remains the beneficial owner of any Undivided Share have the sole and absolute right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights :-

(a) To amend Building Plans etc.

The right to change, amend, vary, add to or alter the Building Plans existing at the date hereof relating to the parts of the Lot or the Development which have not been sold or assigned by the First Owner without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Lands or other Government authorities pursuant to the Government Grant

PROVIDED THAT:-

- (1) any such change, amendment, variation, addition or alteration 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
- (2) any exercise of this right affecting the Common Areas and Facilities shall require the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed and
- (3) if any exercise of this right should affect the Common Areas and Facilities or any part of the Development owned by certain Owner or Owners, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall accrue to all Owners or the relevant Owner or Owners concerned as the case may be.

(b) To modify Government Grant etc.

Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the right to apply to negotiate and agree with the Government to amend, vary or modify the Government Grant (including the plan(s) annexed thereto) 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 Owner

PROVIDED THAT:-

- (1) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit;
- (2) any exercise of this right affecting the Common Areas and Facilities shall require the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, if formed; and
- (3) if any exercise of this right should affect the Common Areas and Facilities or any part of the Development owned by certain Owner or Owners, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall accrue to all Owners or the relevant Owner or Owners concerned as the case may be.

(c) Right of access for constructing or completing the Development, etc.

The right to enter into and upon all parts of the Lot and the Development (save and except those parts of the Development which have been sold or assigned by the First Owner and those parts of the Lot and the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with all necessary equipment, plant and materials for the purposes of constructing or completing the other parts of the Development and may, for such purpose, carry out all such works in, under, on or over the Lot and the Development (save and except those parts as aforesaid) as it may from time to time see fit but the exercise of any of the rights under this sub-clause (c) shall be subject to condition that the First Owner shall cause as little disturbance as is reasonably possible to the Owners and shall not affect the use occupation and enjoyment of or prevent the access to or egress from any Unit of the Owners when carrying out such works and shall make good any damage or loss that may be caused by or arise from such works. The right of the First Owner to enter the Lot and the Development (save and except those parts as aforesaid) to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner. The First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Lot and the Development (save and except those parts as aforesaid) that the Owners, their servants, agents or licensees may or may not use while such works are being carried out but the exercise of any of the rights under this sub-clause (c) shall be subject to condition that the First Owner shall cause as little disturbance as is reasonably possible to the Owners and shall not affect the use occupation and enjoyment of or prevent the access to or egress from any Unit of the Owners when carrying out such works and shall make good any damage or loss that may be caused by or arise from such construction works.

(d) To build and operate in the Common Areas and Facilities

Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to affix, maintain, alter, renew and remove any one or more signs, masts, aerials, antennae, satellite dish, cables, telecommunication system, lightning conductors, lighting, chimneys, flues,

pipes or any other structures, facilities and other fixtures of whatsoever kind on or within any part or parts of the Common Areas and Facilities and such other areas of the Development the exclusive right to hold, use, occupy and enjoy which has not been assigned

PROVIDED THAT they shall not interfere with the use and enjoyment by other Owners and occupiers of the Units owned or occupied by them or impede or restrict the access to or from their Units and where any such sign, mast, aerial, antennae, satellite dish, cables, telecommunication system, lightning conductor, lighting, chimneys, flues, pipes or any other structures, facilities or other fixtures are located within the Common Areas and Facilities the exercise of such rights shall also be subject to the prior written approval of the Owners' Committee (if already formed) or Owners' Corporation (if formed) and they shall be for the common use and enjoyment of all the Owners entitled to use such Common Areas and Facilities and any consideration received therefor shall be credited to the Special Fund for the benefit of all the Owners and the right to enter into and upon any part of the Development (save and except those parts of the Development which have been sold or assigned by the First Owner and those parts of the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with or without workmen and equipment at all reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes aforesaid PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit.

(e) To change name of Development

The right to change the name of the Development at any time within two years from the date of this Deed and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner upon giving six months' prior written notice to the Owners.

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

The right to dedicate to the public any part or parts of the Lot and the Development which have not been sold or assigned by the First Owner for the purposes of passage with or without vehicles or in such manner as the First Owner shall in its absolute discretion deem fit

PROVIDED THAT:-

- (1) in making such dedication the First Owner shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict an Owner's right of access to and from his Unit;
- (2) if any exercise of this right should affect the Common Areas and Facilities or any part of the Development owned by certain Owner or Owners, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right

shall accrue to all Owners or the relevant Owner or Owners concerned (as the case may be); and

- (3) if any exercise of this right should affect the Common Areas and Facilities, the exercise of such right shall be subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed.

(g) To adjust boundary of the Lot

Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the right to adjust or re-align the boundary of the Lot relating to the Units which have not been sold or assigned by the First Owner and to negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender or regrant of the Units which have not been sold or assigned by the First Owner

PROVIDED THAT:-

- (1) the exercise of any right under this sub-clause (g) shall neither impede nor restrict the access of an Owner to or from his Unit;
- (2) such adjustment, re-alignment, negotiation, agreement, surrender or regrant shall not affect the right of the Owners to hold, use, occupy and enjoy their Units; and
- (3) any payment received as a result of such adjustment, re-alignment, negotiation or agreement shall be credited to the Special Fund.

(h) To obtain grant of rights, rights of way or easements or quasi-easements

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

PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit.

(i) To grant rights, rights of way or easements or quasi-easements

The right, subject to the prior written approval of the Owners at an Owners' meeting convened under this Deed, to grant any rights, rights of way or

easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as the First Owner shall deem appropriate

PROVIDED THAT:-

- (1) any payment received from the exercise of such right shall be credited to the Special Fund;
- (2) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit; and
- (3) the exercise of this right shall not contravene with the provisions of the Government Grant.

(j) To enter into deeds of grant of easement with the owners and/or occupiers of the adjacent land

Without prejudice to the generality of sub-clause (h) and (i) above and subject to the prior written approval of the Owners at an Owners' meeting convened under this Deed, the right, with or without joining any other Owner, to enter into any deed or deeds of grant of easement with the owners and/or occupiers of the adjacent land at any time or times and on such terms and subject to such conditions as the First Owner may deem appropriate, and to enter into any deed or deeds, at any time or times, to vary, amend or otherwise alter the terms, conditions or covenants of or contained in such deed or deeds so long as the same shall not affect the right of any Owner to the exclusive use, occupation and enjoyment of his Unit or be in conflict with the terms and conditions of the Government Grant, this Deed and any Sub-Deed of Mutual Covenant

PROVIDED THAT:-

- (1) the exercise of this right 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 or from his part of the Development; and
- (2) any payment received as a result of such grant shall be credited to the Special Fund.

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

(a) Power of attorney to First Owner

The Owners hereby jointly and severally and irrevocably APPOINT the First Owner (which expression shall for the purpose of this sub-clause exclude its assigns) as their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 8 above and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned appointment and grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.

(b) Assignment to include covenants

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

“The Purchaser covenants with the Vendor and its successors assigns and attorneys to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Covenanting Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression “**the Covenanting Purchaser**”) and shall enure for the benefit of the Development and be enforceable by the Vendor and its successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on Ease Treasure Investment Limited ("**the Company**" which expression shall include its respective successors and attorneys) under Clause 8 of a Deed of Mutual Covenant and Management Agreement dated [] and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
- (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company jointly and severally to be its attorney and grants unto the Company jointly and severally the full right power and authority to give all consents and to do all acts deeds matters and things and to execute

and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Company as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and

- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

PROVIDED THAT upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained.”

SECTION 5 : MANAGER AND MANAGEMENT CHARGES

10. Appointment and Termination of Manager

- (a) Subject to the provisions of the Ordinance, the Manager shall undertake the management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and insurance of the Lot and the Development and the Common Areas and Facilities therein (all or any of which activities are where not inapplicable herein included under the word "**management**") from the date of this Deed for an initial term of not exceeding two (2) years and such appointment shall continue until terminated as provided in this Clause 10.
- (b) The appointment of the Manager may be terminated as follows:-
 - (i) the appointment is terminated by the Manager by giving not less than three (3) calendar months' notice of termination in writing:-
 - (1) by sending such 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.
 - (ii) The notice referred to in this Clause 10(b)(i)(2) may be given:-
 - (1) by delivering it personally to the Owner; or
 - (2) by sending it by post to the Owner at his last known address; or
 - (3) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit; or
 - (iii) prior to the formation of the Owners' Corporation, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by Owners of not less than fifty per cent (50%) of all the Undivided Shares (excluding those Undivided Shares allocated to the Common Areas and Facilities) and by giving to the Manager not less than three (3) calendar months' notice of termination in writing; or
 - (iv) in the event that the Manager is wound up or has a bankruptcy order made against it.
- (c) (i) Where an Owners' Corporation has been formed and subject to Clause 10(c)(iv), at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution :-
 - (1) passed by a majority of the votes of the Owners voting either personally or by proxy; and

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

terminate by notice the appointment of the DMC Manager without compensation.

- (ii) The resolution under Clause 10(c)(i) shall have effect only if
 - (1) such notice of termination of appointment is in writing;
 - (2) provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;
 - (3) such notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
 - (4) such notice and the copy of the resolution is given to the DMC Manager within fourteen (14) days after the date of the meeting.
- (iii) The notice and the copy of the resolution referred to in Clause 10(c)(i)(4) may be given :
 - (1) by delivering them personally to the DMC Manager; or
 - (2) by sending them by post to the DMC Manager at its last known address.
- (iv) For the purposes of this Clause 10(c)(i):-
 - (1) only the Owners of Undivided Shares who pay or who are liable to pay contribution towards the Management Expenses relating to those Undivided Shares shall be entitled to vote;
 - (2) the reference in Clause 10(c)(i)(2) to "the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares who in aggregate are entitled to vote.
- (v) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, Clauses 10(c)(i), (ii), (iii) and (iv) apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.

- (vi) Clause 10(c)(v) operates without prejudice to any other power there may be in a contract for the appointment of the Manager other than the DMC Manager to terminate the appointment of the Manager.
- (vii) If a notice to terminate a Manager's appointment is given under this Clause 10(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 Clause 10(c)(vii)(1) above by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.
- (viii) This Clause 10(c) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that section.
- (ix) 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 Clause 10(c)(vii)(2) above, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under Clause 10(c)(vii)(2) above that may otherwise render that person liable for a breach of that undertaking or agreement.

11. Delivery of books and records of accounts

- (a) (i) Subject to Clause 11(a)(ii), if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date his appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Lot and the Development that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (ii) If the Manager's appointment ends for any reason, the Manager shall within two (2) months of the date the Manager's appointment ends:-
 - (1) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which the Manager's appointment ends and ending on the date the Manager's appointment ended; and a balance sheet as at the date the Manager's appointment ended and shall arrange for that

account and balance sheet to be audited by a certified public 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 certified public accountant or other independent auditor as may be chosen by the Manager; and

- (2) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of Clause 11(a)(ii)(1) and have not been delivered under Clause 11(a)(i).

12. Appointment of New Manager

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

13. Manager's Remuneration

- (a) The annual remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual expenses, costs and charges (excluding the Manager's remuneration and any capital expenditure or expenditure drawn out of the Special Fund) reasonably and necessarily incurred in the good and efficient management of the Lot and the Development. The Manager's remuneration shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses and fees for any staff, facilities, legal, professional, accounting and administration services and all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs, expenses, fees and disbursements shall be a direct charge on the management funds.
- (b) Payment of the Manager's remuneration hereunder shall be in advance by twelve equal calendar monthly instalments each such payment to be in the sum of one twelfth of the annual remuneration of the Manager being 10% of the total annual expenses, costs and charges necessarily and reasonably incurred in the management of the Lot and the Development (excluding the Manager's remuneration, the expenditure drawn out of the Special Fund and the capital expenditure as aforesaid) payable by the Owners according to the annual budget or revised budget for the year in question to be prepared as provided in Clauses 14, 15 and 17 hereof and any adjustment payment or deduction that needs to be

made to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year will be made within twenty-one (21) days from the completion of the auditing of the management accounts for such year as provided in Clause 36 hereof Provided always that by a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's remuneration at the rate as provided under this Clause, or at such lower rate as the Owners may consider appropriate. No variation of the percentage of the annual remuneration of the Manager may be made except with the approval by a resolution of Owners duly passed at a meeting of Owners convened under this Deed.

14. Management Expenses

- (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 financial year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this Clause.
- (b) In respect of each financial year, the Manager shall :-
 - (i) prepare a draft budget setting out the proposed expenditure during the financial year;
 - (ii) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days;
 - (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of 14 days from the date the draft budget was sent or first displayed;
 - (iv) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year;
 - (v) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) of this Clause before the start of that financial year, the total amount of the management expenditure for that year shall :-
 - (i) until he 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 he has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the management expenditure 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 budget as apply to the draft budget and the budget by virtue of sub-clause (b) of this Clause.
- (e) Where a revised budget is sent or displayed in accordance with sub-clause (d) of this Clause, the total amount of the management expenditure for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that Owners shall contribute towards the management expenditure shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of 1 month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) of this Clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of management expenditure for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clause (b) or (d) of this Clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenditure (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (g) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) For the purpose of this Clause, "**expenditure**" means all expenses, costs and charges necessarily and reasonably incurred in the management of the Development to be borne by the Owners including the remuneration of the Manager.

15. Preparation of annual budget by Manager

The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if already formed) except the first budget which shall cover the period from the date of this Deed until the following 31st day of December. The Manager must keep separate management accounts and budgets for different parts of the Development as follows :-

- (a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Development and the Estate Common Areas and Facilities therein including but without prejudice to the generality of the foregoing :-

- (i) the maintenance, operation, repair and cleansing of all Estate Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Estate Common Areas and Facilities;
- (ii) the cultivation, irrigation and maintenance of the lawns and planters within the Estate Common Areas and Facilities;
- (iii) the cost of all electricity, gas, water, telephone and other utilities serving the Estate Common Areas and Facilities;
- (iv) the provision of security guard services for the Development and the cost of employing caretakers, watchmen, cleaners, lift operators and attendants and such other staff to manage and administer the Estate Common Areas and Facilities;
- (v) the cost and expense of maintaining such areas or drains and channels whether within or outside the Lot that are required to be maintained under the Government Grant;
- (vi) the Government rent payable under the Government Grant (but only if no apportionment or separate assessments have been made for individual Units);
- (vii) the remuneration of the Manager calculated in accordance with Clause 13 of this Deed for providing its services hereunder;
- (viii) insurance of the Common Areas and Facilities and the Units up to the full new reinstatement value thereof and in particular against loss or damage by fire and/or such other perils and risks and the Manager against third party, or public and/or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;
- (ix) a sum for contingencies;
- (x) legal, administration and accounting fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided under this Deed;
- (xi) the costs of removal and disposal of rubbish from the Development;
- (xii) all costs incurred in connection with the Estate Common Areas and Facilities;
- (xiii) any tax payable by the Manager on any of the sum held by it under the provisions of this Deed Provided however that any tax payable on the Manager's remuneration shall be borne and paid by the Manager;
- (xiv) the cost of repairing and maintaining all roads slopes footbridges retaining walls and other structures on outside or adjacent to the Lot or

forming part of the Development including but not limited to the Slope Structures (if any) the maintenance of which is the liability of the "Purchaser" under the Government Grant and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended or substituted from time to time and the maintenance manual for the Slope Structures (if any); and

- (xv) the cost of repairing, maintaining and managing the Green Area and the Green Area Structures under this Deed and/or pursuant to the Government Grant.
- (b) The second part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities;
- (c) The third part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Tower Common Areas and Facilities;
- (d) The fourth part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Block Common Areas and Facilities; and
- (e) The fifth part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Carpark Common Areas and Facilities;

PROVIDED THAT :-

- (1) expenditure of a capital and/or improvement nature for the improvement of the Development and/or the replacement or improvement of installations, systems, equipment and apparatus within or forming part of the Common Areas and Facilities and/or for the efficient management and maintenance of the Development and the initial capital costs of setting up a Shuttle Bus Service (if any) and the cost of maintaining and repairing any of the Slope Structures (if any) or other structures in compliance with the Government Grant shall be compiled in a separate heading within the appropriate section of the annual budget;
- (2) subject to the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed), if the Manager is of the opinion that the adopted annual budget and/or the sharing of the amounts of Management Expenses assessed under any part of the adopted annual budget in accordance with the provisions of this Deed may lead to or result in any Owner or Owners of any part or parts of the Development unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled to modify any adopted annual budget in such manner as the Manager may (but subject to compliance with the procedures applicable to the draft annual budget, the annual budget and the revised annual budget as provided in this Deed) think fit and to prepare new budget in the modified manner as aforementioned and the modified budget shall be binding (save for manifest error) on all Owners and provided always that the

Manager's determination of the amount of contribution payable by each Owner as aforesaid shall (in the absence of manifest error) be conclusive and binding on all Owners; and

- (3) the annual budget shall also set out an estimate as to the time of any likely need to draw in the Special Fund.

16. Contracts entered into by the Manager or the Owners' Committee

- (a) Subject to sub-clauses (b) and (c) below, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000 or such other sum in substitution therefor as the Secretary for Home Affairs ("**the Authority**") 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 or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget or such other percentage in substitution therefor as the Authority may specify by notice in 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 the Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

- (c) Sub-clause (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 the Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

17. Calculation and payment of management expenses and annual budget

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

- (a) Each Owner shall pay a fraction of the total amount assessed under the first part of the annual adopted budget as referred to in Clause 15(a) above in which the numerator is equal to the Management Shares allocated to his Unit and the denominator is equal to the total number of Management Shares of the Development;
- (b) Each Owner of a Residential Unit, in addition to the amount payable under sub-clause (a) of this Clause, shall pay a fraction of the total amount assessed under the second part of the annual adopted budget as referred to in Clause 15(b) above in which the numerator is equal to the Management Shares allocated to his Residential Unit and the denominator is equal to the total number of Management Shares allocated to all the Residential Units;
- (c) Each Owner of a Flat, in addition to the amount payable under sub-clauses (a) and (b) of this Clause, shall pay a fraction of the total amount assessed under the third part of the annual adopted budget as referred to in Clause 15(c) above

in which the numerator is equal to the Management Shares allocated to his Flat and the denominator is equal to the total number of Management Shares allocated to all Flats;

- (d) Each Owner of a Garden Duplex or a Sky Duplex, in addition to the amount payable under sub-clauses (a) and (b) of this Clause, shall pay a fraction of the total amount assessed under the fourth part of the annual adopted budget as referred to in Clause 15(d) above in which the numerator is equal to the Management Shares allocated to his Garden Duplex or Sky Duplex and the denominator is equal to the total number of Management Shares allocated to all Garden Duplexes and Sky Duplexes;
- (e) (i) Each Owner of a Residential Unit, in addition to the amount payable under sub-clause (a), (b), (c) and (d) of this Clause, shall pay a fraction of a fair proportion of the total amount assessed under the fifth part of the annual adopted budget as referred to in Clause 15(e) above, in which
 - (1) the numerator of the said fraction shall be the Management Shares allocated to his Residential Unit and the denominator is equal to the total number of Management Shares allocated to all Residential Units; and
 - (2) the numerator of the said fair proportion shall be the total gross floor area of all Visitors' Parking Spaces (excluding Visitors' Parking Spaces which are Accessible Parking Spaces) and all Accessible Parking Spaces and the denominator shall be the total gross floor area of all Visitors' Parking Spaces (excluding Visitors' Parking Spaces which are Accessible Parking Spaces), all Accessible Parking Spaces and all Parking Spaces;
- (ii) Each Owner of a Parking Space, in addition to the amount payable under sub-clause (a) of this Clause, shall pay a fraction of a fair proportion of the total amount assessed under the fifth part of the annual adopted budget as referred to in Clause 15(e) above in which
 - (1) the numerator of the said fraction shall be the Management Shares allocated to his Parking Space and the denominator is equal to the total number of Management Shares allocated to all Parking Spaces; and
 - (2) the numerator of the said fair proportion shall be the total gross floor area of all Parking Spaces and the denominator shall be the total gross floor area of all Visitors' Parking Spaces (excluding Visitors' Parking Spaces which are Accessible Parking Spaces), all Accessible Parking Spaces and all Parking Spaces;
- (f) The amount of the monthly or other contributions payable by each Owner shall be specified and demanded by the Manager from time to time by notice in writing PROVIDED THAT for the avoidance of doubt, no contributions shall be payable in respect of the Undivided Shares allocated to the Common Areas and Facilities;

- (g) Where any expenditure for the management and maintenance of the Development and the Lot shall in the reasonable opinion of the Manager be specifically referable to or is being expended for a particular Unit and no Owner of any other Unit shall receive any material benefit therefrom, the full amount shall be excluded from the annual budget and shall be paid by the Owner(s) of that particular Unit on demand;
- (h) For the avoidance of doubt, it is hereby expressly provided that the First Owner's (where the expression "First Owner" shall for the purpose of this sub-clause exclude its assigns) liability to make the aforesaid payments and contributions for those expenses which are of a recurrent nature shall in no way be reduced by reason of the fact that any of the Units and Undivided Shares remains unsold and each Owner shall be personally liable to make the above payment to the Manager whether or not his part of the Development is vacant or occupied and whether or not it has been let or leased to tenant or is occupied by the Owner himself or any other person, provided always that no Owner shall be called upon to pay more than his fair share; and
- (i) All outgoings including management fees and any Government rent up to and inclusive of the date of the first assignment of the Units shall be paid by the First Owner (which expression shall for the purpose of this sub-clause exclude its assigns). An Owner shall not be required to make any payment or reimburse the First Owner for these outgoings,

PROVIDED THAT the First Owner shall not be obliged to make the payments and contributions as aforesaid in respect of Management 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) of the Development benefit(s) from the provisions of this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining any Slope Structures (if any) or as to the security afforded by the management of the completed part(s)) of the Development.

18. Owner's further contribution to the management expenses

If the total contributions receivable as aforesaid under the annual budget by the Manager shall in the opinion of the Manager be insufficient to meet the costs and expenses for such management and services then each Owner to whom the annual budget applies shall make good a due proportion of the estimated deficiency by making a further contribution to the Manager such further contribution being calculated in the same manner as in Clause 17 hereof and shall be payable to the Manager monthly in advance from the date specified in the written notices given by the Manager to the Owners.

19. Exclusion from management expenses

Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include :-

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

20. Special Fund

- (a) For the purpose of paragraph 4 of Schedule 7 to the Ordinance, there shall be established and maintained by the Manager a Special Fund, with the following separate accounts for different component parts of the Common Areas and Facilities :-
 - (i) A separate account of the Special Fund designated for the Estate Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Estate Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Estate Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for all Owners for the time being and such fund shall not be refundable or transferable.
 - (ii) A separate account of the Special Fund designated for the Residential Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installation, systems, equipment, tools, plant and machineries for the Residential Common Areas and Facilities and for the initial capital costs of setting up the Shuttle Bus Service and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all

Residential Units for the time being and such fund shall not be refundable or transferable.

- (iii) A separate account of the Special Fund designated for the Residential Tower Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential Tower Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential Tower Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Flats for the time being and such fund shall not be refundable or transferable.
 - (iv) A separate account of the Special Fund designated for the Residential Block Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential Block Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential Block Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Garden Duplexes and all Sky Duplexes for the time being and such fund shall not be refundable or transferable.
 - (v) A separate account of the Special Fund designated for the Carpark Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Carpark Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Carpark Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Units and all Parking Spaces for the time being and such fund shall not be refundable or transferable.
- (b) Except where the First Owner has made such contribution in accordance with sub-clause (c) below,
- (i) each Owner being the first assignee of his Unit shall upon the assignment of his Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Estate Common Areas and Facilities an amount equivalent to 2/12th of the first year's budgeted Management Expenses payable in respect of his Unit under Clause 17(a);

- (ii) each Owner being the first assignee of his Residential Unit shall upon the assignment of his Residential Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Residential Common Areas and Facilities an amount equivalent to 2/12th of the first year's budgeted Management Expenses payable in respect of his Residential Unit under Clause 17(b);
- (iii) each Owner being the first assignee of his Flat shall upon the assignment of his Flat from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Residential Tower Common Areas and Facilities an amount equivalent to 2/12th of the first year's budgeted Management Expenses payable in respect of his Flat under Clause 17(c);
- (iv) each Owner being the first assignee of his Garden Duplex or Sky Duplex shall upon the assignment of his Garden Duplex or Sky Duplex from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Residential Block Common Areas and Facilities an amount equivalent to 2/12th of the first year's budgeted Management Expenses payable in respect of his Garden Duplex or Sky Duplex under Clause 17(d);
- (v)
 - (1) each Owner being the first assignee of his Residential Unit shall upon the assignment of his Residential Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Carpark Common Areas and Facilities an amount equivalent to 2/12th of the first year's budgeted Management Expenses payable in respect of his Residential Unit under Clause 17(e)(i); and
 - (2) each Owner being the first assignee of his Parking Space shall upon the assignment of his Parking Space from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Carpark Common Areas and Facilities an amount equivalent to 2/12th of the first year's budgeted Management Expenses payable in respect of his Parking Space under Clause 17(e)(ii).
- (c) The First Owner shall in respect of Units the construction of which has been completed and which remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to such Units (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later, make the initial contribution to the Special Fund in the respective amount specified in sub-clause (b) above.
- (d) Each Owner shall covenant with the other Owners to pay to the Manager such further periodic contributions to the relevant part(s) of the Special Fund payable in respect of his Unit. The amount to be contributed in each financial year and the time when those contributions will be payable will be determined by a

resolution of the Owners at an Owners' meeting convened under this Deed. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.

- (e) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest-bearing account, the title of which shall refer to the Special Fund for the Development, and shall use that account exclusively for the purpose referred to in sub-clause (a) above. All money received for the Special Fund must be deposited by the Manager in that interest-bearing account designated for the purpose of the Special Fund.
- (f) Without prejudice to the generality of sub-clause (e) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (g) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (e) or (f) above in a prominent place in the Development.
- (h) The Manager shall without delay pay all money received by him in respect of the Special Fund into the account opened and maintained under sub-clause (e) or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (f) above.
- (i) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any).
- (j) The Manager must not use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Development.

21. Owners' contributions to fees and deposits

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

- (a) Each Owner being the first assignee of his Unit shall before he is given possession of his Unit deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to 3/12th of the first year's budgeted Management Expenses payable in respect of his Unit which deposit or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable and shall not be set off against any contribution payable by him under this Deed PROVIDED THAT in the event that there is an increase in the monthly contribution payable by the Owner as determined by the Manager under this Deed, the Manager shall have right at its absolute discretion to require the Owners to pay to the Manager

by way of an increase in the said deposit a sum proportional thereto in order that such deposit shall always be equal to three (3) times the then monthly contribution.

- (b) Each Owner being the first assignee of his Unit shall before he is given possession of his Unit pay to the Manager in advance a sum equal to 1/12th of the first year's budgeted Management Expenses payable in respect of his Unit which shall be non-refundable and non-transferable.
- (c) Each Owner being the first assignee of a Residential Unit shall before he is given possession of his Residential Unit pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than a sum equal to 1/12th of the first year's budgeted Management Expenses payable in respect of his Residential Unit in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his Residential Unit. The debris removal fee not used to pay for debris collection or removal shall be credited to the Special Fund.
- (d) Each Owner being the first assignee of a Unit shall before he is given possession of his Unit pay to the Manager his due share (to be decided by the number of Management Shares allocated to his Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (e) The First Owner shall pay the deposit under sub-clause (a) and the debris removal fee under sub-clause (c) in respect of Units the construction of which has been completed and which remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to such Units (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later.

22. Contributions and payment in advance

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

23. Additional charges, etc.

The Manager may charge a reasonable administrative fee for granting and processing any consent required from the Manager pursuant to these presents PROVIDED THAT (1) other than a reasonable administrative fee, the Manager shall not charge any fee for issuance of the consent; (2) such consent shall not be unreasonably withheld and that (3) such administrative fee shall be credited to the Special Fund.

24. Income other than management expenses

- (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof, such sum or sums as the

Manager shall reasonably determine and such sum or sums collected shall be paid into and form part of the management funds for the benefit of all Owners.

- (b) All moneys, income, fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any House Rules shall be paid into a separate account forming part of the Special Fund (if so required under any provision of this Deed) or the management funds and
- (i) In so far as they arise from or are attributable to the Estate Common Areas and Facilities be notionally credited to the Special Fund of the Estate Common Areas and Facilities or the first part of the annual budget as referred to in Clause 15(a) above (as the case may be);
 - (ii) In so far as they arise from or are attributable to the Residential Common Areas and Facilities providing service to Owners of Residential Units of the Residential Accommodation be notionally credited to the Special Fund of the Residential Common Areas and Facilities or the second part of the annual budget as referred to in Clause 15(b) above (as the case may be);
 - (iii) In so far as they arise from or are attributable to the Residential Tower Common Areas and Facilities providing service to Owners of Residential Units of the Residential Tower of the Residential Accommodation be notionally credited to the Special Fund of the Residential Tower Common Areas and Facilities or the third part of the annual budget as referred to in Clause 15(c) above (as the case may be);
 - (iv) In so far as they arise from or are attributable to the Residential Block Common Areas and Facilities be notionally credited to the Special Fund of the Residential Block Common Areas and Facilities or the fourth part of the annual budget as referred to in Clause 15(d) above (as the case may be);
 - (v) In so far as they arise from or are attributable to the Carpark Common Areas and Facilities be notionally credited to the Special Fund of the Carpark Common Areas and Facilities or the fifth part of the annual budget as referred to in Clause 15(e) above (as the case may be);

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

25. Interest and collection charge on late payment

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

- (a) Interest calculated on the amount remaining unpaid at the rate of 2% per annum above the prime rate quoted from time to time by The Hongkong and Shanghai

Banking Corporation Limited for the number of days for which it remains unpaid from the due date until the actual date of payment (both dates inclusive); and

- (b) A collection charge of not exceeding 10% of the amount due, to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

26. Civil action by Manager

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

27. Registration of charge against Undivided Share of defaulting Owner

In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within thirty (30) days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in Clause 25 hereof together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 26 hereof and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Share or Shares of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.

28. Order for sale

Any charge registered in accordance with the last preceding Clause shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Development held therewith and the provisions of Clause 26 of this Deed shall apply equally to any such action.

29. Proceedings to enforce this Deed and House Rules

The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed binding on such Owner and of the House Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 26 of this Deed shall apply to all such proceedings.

30. Application of insurance money etc.

Subject to Clause 63 of this Deed all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Development.

31. Surplus after satisfaction of claim to be paid to relevant Owner

Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in Clauses 25 to 29 of this Deed the same shall, after deduction of any costs or expenses reasonably incurred out of the pocket of the Manager in recovering the same, form part of the management funds.

32. Amount to be credited to Special Fund

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

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

Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and the Development shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clauses 21(a) and (d) hereof and his contribution(s) towards the Special Fund under Clause 20 of this Deed to the intent that all such funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares in the Lot and the Development

PROVIDED THAT:-

- (a) any such deposit shall be transferred into the name of the new Owner of such Undivided Share or Shares but the contribution(s) towards the Special Fund shall be neither refundable to any Owner by the Manager nor transferable to any new Owner and
- (b) upon the Lot reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 63 hereof, an appropriate part of

the said funds, shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished, in both case in proportion to the number of Undivided Shares held by such Owners (excluding those Undivided Shares allocated to the Common Areas and Facilities).

34. Financial year

The first financial year for the purpose of management of the Development or any part or parts thereof shall commence from the date of this Deed and shall terminate on the following 31st day of December but thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of December of the same year

PROVIDED THAT the Manager shall have the right to change the financial year at any time upon giving notice published in the public notice boards of the Development but 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 established).

35. Manager to maintain account

- (a) The Manager shall open and maintain an interest-bearing account in the name of the Manager and to be held on trust by the Manager for and on behalf of all the Owners for the time being of the Lot and the Development and the Manager shall use that account exclusively in respect of the management of the Lot and the Development.
- (b) Without prejudice to the generality of Clause 35(a), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the management of the Development.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under Clause 35(a) or (b) in a prominent place in the Development.
- (d) Subject to Clauses 35(e) and 35(f) below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Lot and the Development into the account opened and maintained under Clause 35(a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 35(b) above.
- (e) Subject to Clause 35(f) below, the Manager may, out of money received by the Manager in respect of the management of the Lot 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 the same has been established).

- (f) The retention of a reasonable amount of money under Clause 35(e) above or the payment of that amount into a current account in accordance with Clause 35(e) 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 the same has been established).
- (g) Any reference in this Clause 35 to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155), the title of which refers to the management of the Lot and the Development.

36. The Manager to keep books and accounts

The Manager shall maintain proper books or records of accounts and other financial records of all payments made to and all expenditure incurred by the Manager in the exercise of its powers hereunder. The Manager shall keep all bills, invoices, vouchers, receipts and other documents referred to in such books or records of accounts for at least six (6) years. Within one (1) month after each consecutive period of three (3) months or such shorter period as the Manager may decide, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period and shall post a copy of the summary and balance sheet on the public notice boards of the Development in a prominent place in the Development for display for at least seven (7) consecutive days. Within two (2) months after the close of each financial year the Manager shall prepare income and expenditure account and the balance sheet in respect of such closed financial year and post copies of the same on the public notice board of the Development in a prominent place in the Development for display for at least seven (7) consecutive days. The income and expenditure account and the balance sheet shall within six (6) months after the close of each financial year be audited and certified by a firm of certified public accountants appointed by the Manager (subject to the Owners' meeting appointing a different firm of certified public accountants to audit the income and expenditure account and the balance sheet) as providing an accurate summary of all items of income and expenditure during such closed financial year. Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be needed.

37. Inspection of accounts by Owners

- (a) The Manager shall at any reasonable time permit any Owner to inspect any of the books or records of accounts and any income and expenditure account or balance sheet prepared pursuant to this Deed. The Manager shall upon request of any Owner and upon payment of a reasonable charge for copying the same supply such Owner with a copy of such record or document requested by him.
- (b) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and :-

- (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
- (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.

38. Powers, functions and obligations of Manager

Subject to the provisions of the Ordinance, the management of the Lot and the Development shall be undertaken by the Manager for an initial period of two (2) years from the date of this Deed and shall continue until terminated as provided under Clause 10 of this Deed and to enforce and carry into effect all provisions of this Deed subject to the Ordinance. In addition to the other powers expressly provided in this Deed, subject to the provisions of the Ordinance, the Manager shall have authority to do all such acts and things as may be necessary or expedient for the management of the Development for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorized under this Deed including in particular but without in any way limiting the generality of the foregoing :-

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed;
- (b)
 - (i) To manage, maintain and control the common driveways and parking areas on the Lot and the Development and to remove any cars, pedal bicycles, motorcycles and other vehicles parked in any area not reserved for parking or loading and unloading or any vehicles parked in any Parking Spaces without the consent of the Owner or lawful occupier of such Parking Space or any vehicle parked in any Accessible Parking Spaces, Bicycle Parking Spaces, Loading and Unloading Spaces, Visitors' Parking Spaces without payment of charges (if any) therefor and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such Parking Space, Accessible Parking Space, Bicycle Parking Space, Loading and Unloading Space, Visitors' Parking Space;
 - (ii) To manage, maintain and control the use of the Accessible Parking Spaces, the Bicycle Parking Spaces, the Loading and Unloading Spaces, the Visitors' Parking Spaces subject to the prior approval of the Owners' Committee (if already formed) or the Owners' Corporation (if formed) to fix reasonable charges for the use thereof PROVIDED THAT all income deriving therefrom shall form part of the management funds for the Residential Common Areas and Facilities;

- (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured the Common Areas and Facilities and the Owners for the time being thereof and the Manager as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire or such other perils as the Manager shall reasonably deem fit, occupiers' liability, public liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Development with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Lot and the Development according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force and, without limiting the generality of the foregoing, if the Manager considers so desirable, to procure master insurance for the Development as a whole and to pay all premia required to keep such insurance policies in force;
- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Development;
- (e) To keep in good order and repair the lighting of the Common Areas and Facilities;
- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, those external walls, architectural features and fittings thereof, elevations and façade, including windows and window frames, situated in the Common Areas and Facilities;
- (h) To choose from time to time the colour and type of façade of the Development, including that of the Residential Units;
- (i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (j) To keep all the Common Areas and Facilities in good condition and working order and to extend or improve existing facilities or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable (PROVIDED THAT any improvement or provision of facilities or services which involves expenditure in excess of 10% of the current annual management budget shall require the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed) and to keep the fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;
- (k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government

property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Lot 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;

- (l) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Development and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (m) To replace any glass in the Common Areas and Facilities that may be broken;
- (n) To keep the Common Areas and Facilities well lighted and in a tidy condition;
- (o) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (p) To prevent refuse from being deposited on the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Development refuse collection facilities to the satisfaction of the Food and Environmental Hygiene Department;
- (q) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (r) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Development or any part thereof;
- (s) To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit T.V. system and burglar alarms and other security measures in the Development at all times;
- (t) To maintain and operate or contract for the maintenance and operation of the communal radio or television aerials, or cable television system (if any) which serve the Development;
- (u) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or any thing in or on the Development or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant and to demand and recover from the Owner by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager;
- (v) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Development necessitating professional legal advice and with authority to accept service on behalf of all

the Owners for the time being of the Lot and the Development of all legal proceedings relating to the Lot and the Development (except proceedings relating to the rights or obligations of individual Owners) and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Lot and the Development or the management thereof, and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director of Lands or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (Cap. 4A) (or any provision amending or in substitution for the same) or otherwise;

- (w) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Development in any manner in contravention of the Government Grant or this Deed;
- (x) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Development of any provisions of the Government Grant or this Deed;
- (y) To prevent any person detrimentally altering or injuring any part or parts of the Development or any of the Common Areas and Facilities thereof;
- (z) To prevent any person from overloading the floors of the Development or any part or parts thereof;
- (aa) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;
- (bb) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Lot and the Development as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;
- (cc) To enter into contracts and to engage, appoint, employ, remunerate and dismiss consultants, other professional property management companies, contractors, agents or sub-managers to perform and carry out management works of the Lot and the Development or any part thereof on such terms and conditions as the Manager deems fit,

PROVIDED THAT the Manager shall not transfer or assign its rights duties or obligations hereunder to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Development in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility;

- (dd) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the Lot and the Development and the performance of the Manager's powers and duties hereunder and to recruit and employ such workmen, servants, watchmen, caretakers and other staff and attendants as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor,

PROVIDED THAT the Manager shall not transfer or assign its rights duties or obligations hereunder to any such third parties who shall remain responsible to the Manager and the Manager shall at all times be responsible for the management and control of the Development in accordance with the provisions of this Deed;

- (ee) To enforce the due observance and performance by the Owners of the terms and conditions of the Government Grant and this Deed and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (ff) To require all Owners or occupiers of the Units maintain the Units owned or occupied by them in a satisfactory manner;
- (gg) To post the number of the Unit whose Owner or occupant is in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Development;
- (hh) Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to grant or obtain such easements, quasi-easements, rights, privileges, licences, and informal arrangements as it shall in its absolute discretion consider necessary to ensure the efficient management of the Common Areas and Facilities of the Lot and the Development

PROVIDED THAT:-

- (i) such grant or obtainment shall not be in contravention of the Government Grant;
- (ii) the subject of such grant or obtainment shall only be confined to the Common Areas and Facilities;
- (iii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit; and
- (iv) any payment received shall be credited to the Special Fund;

- (ii) Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Lot or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities and to obtain a grant of similar rights in respect of such adjoining premises

PROVIDED THAT:-

- (i) such grant or obtainment shall not be in contravention of the Government Grant;
 - (ii) any benefit thereof shall accrue to the Owners and on behalf of the Owners;
 - (iii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit; and
 - (iv) any payment received shall be credited to the Special Fund;
- (jj) Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Common Areas and Facilities which the Manager shall in its absolute discretion deem appropriate and to obtain a grant of similar easements and rights from owners or managers of neighbouring land

PROVIDED THAT:-

- (i) such grant or obtainment shall not be in contravention of the Government Grant;
 - (ii) any benefit thereof shall accrue to the Owners and on behalf of the Owners;
 - (iii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit; and
 - (iv) any payment received shall be credited to the Special Fund;
- (kk) To deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole;
- (ll) Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and

Facilities and on such terms and conditions and for such consideration as the Manager shall reasonably think fit

PROVIDED THAT:-

- (i) such use shall not be in breach of the Government Grant and be dealt with in accordance with the provisions of this Deed; and
- (ii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit and any payment received shall be credited to the Special Fund;
- (mm) To remove any bird or animal from the Development if, in the opinion of the Manager, such bird or animal is causing a nuisance or disturbance to other Owners or occupiers of the Development or if the same has been the cause of complaint of at least two other Owners or occupiers of the Development;
- (nn) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development as the Manager shall in its reasonable discretion consider desirable;
- (oo) From time to time with the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed) to make, revoke or amend the House Rules as it shall deem appropriate which shall not be inconsistent with this Deed, the Ordinance or the Government Grant;
- (pp) To give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed (PROVIDED THAT the Manager shall not unreasonably withhold its consent or approval) and to charge only a reasonable administrative fees (and not further or otherwise) for issuing the consent or approval (such administrative fees shall be credited to the Special Fund), provided that other than a reasonable administrative fee, the Manager shall not charge any fee for issuing the consent or approval;
- (qq) To convene such meetings of the Owners or of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (rr) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Development for the better enjoyment or use of the Development by its Owners, occupiers and their licensees

PROVIDED THAT any improvement to facilities or services which involves expenditure in excess of 10% of the current annual management budget shall be subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed;

- (ss) Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, in the event that the Government agrees to

take over or resume any part or parts of the Common Areas and Facilities to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose including matters relating to payment of compensation

PROVIDED THAT:-

- (i) any benefit or monetary compensation so obtained shall be used for the common benefit of all the Owners and be credited to the Special Fund, as the case may be; and
- (ii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit;
- (tt) Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion think fit

PROVIDED THAT:-

- (i) any such easements, quasi-easements, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development and be dealt with in accordance with the provisions of this Deed; and
- (ii) such grant or obtainment shall not be in contravention of the Government Grant; and any payment received shall be credited to the Special Fund;
- (uu) Subject to the prior approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed) :-
 - (i) to make rules and regulations governing the use of the Club House; and
 - (ii) to let, hire, lease or license all or any part of the Club House to any person for the purpose of operating the same for such period and on such conditions as the Manager shall in its discretion think fit,

PROVIDED THAT (1) such rules and/or regulations made pursuant to this clause must not be inconsistent with or contravene this Deed, the Ordinance or the Government Grant; and (2) all income deriving therefrom shall become part of the management funds and shall not be used other than for the purpose of the maintenance, operation, repair and improvement of the Club House and the

facilities therein and that any deficit in the operation of the Club House or any part thereof shall be charged to the management funds;

- (vv) (i) If the Manager thinks so desirable, to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as he may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. In such event, the Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall also maintain the facilities so provided in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development;
- (ii) To organize any activities as the Manager may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and to encourage them to participate in such activities with a view to improving the environmental conditions of the Development;
- (iii) Subject to the provisions of this Deed and the approval of the Owners' Committee (if any) or the Owners' Corporation (if any), to make House Rules to require the Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes;
- (ww) To take all steps necessary or expedient for complying with the Government Grant and any Government requirements concerning the Development or any part thereof;
- (xx) To engage qualified personnel to inspect or carry out a structural survey of the Development or any part thereof including the drains and channels within or outside the Lot serving the Development as and when the Manager deems necessary or desirable;
- (yy) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Government Grant;
- (zz) To engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition the Slope Structures (if any) as required by the Government Grant in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended or substituted from time to time and the maintenance manual for the Slope Structures (if any) and with such other guidelines issued from time to time by appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures and to carry out any necessary works in relation thereto and to collect from the Owners in proportion to the Undivided

Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) allocated to their parts of the Lot and the Development such additional sums (in case of insufficient management funds) from time to time to cover all costs lawfully incurred or to be incurred in carrying out such maintenance and repair and any other works in respect of the Slope Structures

PROVIDED THAT the Manager (which for this purpose shall include the Owners' Corporation) shall not be personally liable for carrying out such maintenance and repair works if, having used all reasonable endeavours, the Manager has not been able to collect all costs so incurred or to be incurred from all Owners;

- (aaa) 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 made hereunder, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof;
- (bbb) To enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services for the Development

PROVIDED THAT such contracts to be entered into by the Manager shall be subject to the following conditions:-

- (i) the term of the contract will not exceed 3 years;
 - (ii) the right to be granted under the contract must be non-exclusive and must 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;
- (ccc) To consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Lot and the Development;
 - (ddd) To landscape and plant with trees and shrubs any portion of the Lot forming part of Common Areas and Facilities and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director of Lands;
 - (eee) To manage and maintain for and on behalf of the Owners the land, areas, structures, facilities or drains or channels whether within or outside (if required

by the Government) the Lot, the construction of which is the liability and/or responsibility of the First Owner and, for the purpose of this sub-clause, such management and maintenance shall include the Green Area and the Green Area Structures up to the time at which possession thereof is re-delivered to the Government in accordance with the terms of the Government Grant;

- (fff) To procure a registered fire service installation contractor (at the cost and expense of the relevant Owner) to carry out annual check of smoke detectors provided inside the living room of Residential Units with Open Kitchen, sprinkler heads provided at the ceiling immediately above the Open Kitchen of any Residential Unit and other fire service installations provided inside the Residential Units with Open Kitchen and to submit the maintenance certificate(s) (if required) to the Fire Services Department;
- (ggg) To carry out (at the cost and expense of the relevant Owner) annual inspection of the fire service installations located inside the Residential Units with Open Kitchen in accordance with the Fire Safety Management Plan;
- (hhh) To repair and maintain in good repair and condition and to control, operate and manage the Noise Mitigation Measures forming part of the Common Areas and Facilities;
- (iii) If the Manager shall in its discretion deem fit, subject to the prior written approval of the relevant governmental authorities and of the Owners' Committee, if any (or the Owners' Corporation, if formed) to operate or enter into contract with any other person for the operation of the Shuttle Bus Service (if any) and to designate certain part of the Common Areas and Facilities for such purpose (if deemed necessary by the Manager and subject to (A) the prior resolutions of the Owners at an Owner's meeting convened under this Deed; and (B) the provisos in Clause 38(jj) above) for the use and benefit of the Owners of Residential Units for the time being of the Residential Units and during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of the Shuttle Bus Service (if any) such fares as the Manager may think reasonable and to terminate and/or suspend the Shuttle Bus Service (if any) at any time or times as the Manager may think fit

PROVIDED THAT all fares received shall form part of the management funds for the benefit of the Owners of the Residential Units and be notionally credited to the second part of the annual budget of the Development; and

- (jjj) To do all such other things as are reasonably incidental to the management of the Lot and the Development.

39. Further powers of Manager

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

- (a) To ban vehicles or any particular category of vehicles from the Lot or any particular parts thereof either generally or during certain hours of the day or night

PROVIDED THAT the right of the Owners of the Parking Spaces to the proper use and enjoyment of such Parking Spaces in accordance with the provisions of the Government Grant and these presents shall not be affected;

- (b) To remove and impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which owner has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner thereof;
- (c) To impose charges for any such removal and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees.
- (d) To charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager PROVIDED THAT such charges shall be paid into the management funds;
- (e) To charge the Owners for reasonable consultants' fees, if any, necessarily incurred in approving their fitting out, decoration or construction plans submitted for approval by the Manager in accordance with the provisions of this Deed and House Rules.
- (f) To charge the Owners for the use of water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager provided such charges shall be paid into the management funds;
- (g) From time to time to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Development, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by the Government PROVIDED THAT (i) that such power shall be subject to the prior approval of the Owners' Committee (if formed) or the Owners' Corporation (if formed) and (ii) such rules or regulations made shall not be inconsistent with this Deed, the Ordinance and the Government Grant ;
- (h) To enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) upon all and any parts of the Development including any Unit necessary for the purpose of replacing, repairing and maintaining any of the fresh or sea water mains and pipes serving any part of the Lot whether or not the same belong exclusively to any Unit

PROVIDED THAT the Manager shall ensure that the least disturbance is caused and shall, at its own costs and expenses repair any damage so caused and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts;

- (i) To enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) into all or any parts of the

Development including any Residential Unit for the purpose of inspecting the toilets and to replace or repair any part or parts of a toilet (forming part of Common Areas and Facilities) and sanitary provision (forming part of Common Areas and Facilities) which shall leak

PROVIDED THAT the Manager shall ensure that such inspection shall cause the least disturbance and shall at his own costs and expenses repair any damage so caused unless the same is due to the default of the Owner of such toilet and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts;

- (j) To manage, repair, upkeep, maintain the sprinkler system, fire fighting equipment or door hold open device; lifts, lift doors, lift control panels, access card system and their ancillary provisions forming part of the Common Areas and Facilities for the compliance with the Lifts and Escalators Ordinance (Cap. 618);
- (k) To manage, repair, upkeep, maintain and to keep well-lighted the Common Areas and Facilities and to manage and maintain such other areas or drains and channels whether within or outside the Lot that are required to be maintained under the Government Grant;
- (l) Subject to the approval of the Owners' Committee (if already formed) or the Owners' Corporation (if formed), to charge a prescribed fee for entry into and/or use of the Recreational Facilities or any part thereof

PROVIDED THAT all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities; and

- (m) Subject to the prior approval of the Owners' Committee (if already formed) or the Owners' Corporation (if formed), to charge a prescribed fee for entry into and/or use of the Accessible Parking Spaces, the Bicycle Parking Spaces, the Loading and Unloading Spaces and the Visitors' Parking Spaces

PROVIDED THAT all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities.

40. Manager's power of entry

- (a) The Manager shall have power to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Development including all parts of any Unit for the purposes of effecting necessary repair, replacement, maintenance and cleaning to any part or parts of the Development or the Common Areas and Facilities with a view to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or the Other Owners or for the exercise and carrying out of any of its powers under the provisions of this Deed

PROVIDED THAT the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at its own costs and expense and shall be liable for negligent, wilful or criminal acts of the Manager, its employees, staff, contractors or workmen in the course of exercising the aforesaid rights.

- (b) In respect of any garden, roof or flat roof forming part of a Residential Unit, the Manager shall have the right at all times upon prior reasonable notice (except in an emergency) extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the garden, the roof or flat roof or the parapet walls of the roof or flat roof as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred to in this Deed as the "**gondola**" which expression shall include all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities

PROVIDED THAT:-

- (i) the exercise of this right shall not impede or restrict the access of an Owner to or from any part of such Owner's Residential Unit;
- (ii) the use and enjoyment by the Owner of the Residential Unit shall not be affected or prejudiced thereby; and
- (iii) the Manager shall forthwith make good any damage caused thereby at its own costs and expenses and shall be liable for negligent, wilful or criminal acts of the Manager, its employees, staff, agents, contractors or workmen

41. Manager to manage Common Areas and Facilities

The Common Areas and Facilities shall be under the exclusive control of the Manager who is hereby appointed to act as agent for and on behalf of all Owners duly authorised in accordance with the provisions of this Deed in respect of any matter concerning the Common Areas and Facilities.

42. Manager's acts and decisions binding on Owners

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

43. Manager's power to make House Rules, etc.

- (a) Subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), the Manager shall have power

from time to time to make, revoke and amend House Rules regulating the use, occupation, maintenance and environmental control of the Lot and the Development, the Common Areas and Facilities, protection of the environment of the Development and implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such House Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the House Rules from time to time in force shall be posted on the public notice boards of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.

- (b) Such House Rules shall be supplementary to the terms and conditions contained in this Deed and must not in any way conflict with such terms and conditions. In case of inconsistency between such House Rules and the terms and conditions of this Deed the terms and conditions of this Deed shall prevail. The House Rules and any amendments thereto must not be inconsistent with or contravene the Ordinance or the Government Grant.
- (c) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such House Rules or non-observance thereof by any third party.

44. Manager to consult, etc.

The Manager shall 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 Lot and the Development.

SECTION 6 : EXCLUSIONS AND INDEMNITIES

45. Manager not liable to Owners

The Manager, its servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability, dishonesty or negligence and no Owner will be required to indemnify the Manager, its servants, employees, contractors or agents from and against all actions, proceedings, claims and demands whatsoever and all costs and expenses in connection therewith arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted being an act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, its employees, servants, agents or contractors. Without in any way limiting the generality of the foregoing, the Manager, its employees, servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of :-

- (a) any defect in or failure or breakdown of any of the Common Areas and Facilities, or
- (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development, or
- (c) fire or flooding or the overflow or leakage of water 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 or robbery 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, servants, agents or contractors involving criminal liability or dishonesty or negligence and

PROVIDED THAT the management contribution or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

46. Owners to be responsible for act or negligence of occupiers

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

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

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

SECTION 7 : OWNERS' COMMITTEE

48. Establishment of Owners' Committee

- (a) The Manager shall convene the first meeting of the Owners as soon as possible but in any event not later than nine months after the date of this Deed (and to convene further and subsequent meetings if required) to: -
 - (i) appoint an Owners' Committee and the chairman thereof; or
 - (ii) appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance.
- (b) The Owners' Committee shall consist of not fewer than five (5) members and not more than seven (7) members, or such number of members as the Owners may decide from time to time by resolution at a meeting of the Owners.

49. Functions of Owners' Committee

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

- (a) the representing of the Owners in all dealings with the Manager;
- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) the reviewing of the annual budget and revised budget prepared by the Manager;
- (d) the approval of the House Rules made from time to time by the Manager;
- (e) to elect a manager to take the place of the Manager in accordance with the provisions of Clause 12 hereof; and
- (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of these presents.

50. Membership

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

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

Committee PROVIDED THAT such husband or wife resides in the Development.

51. Retirement from membership

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

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

In any of the events provided for in sub-clauses (a), (c) or (d) of this Clause the Manager shall convene a meeting of the Owners to fill the casual vacancy thereby created.

52. Meetings

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

53. Notice of meeting

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

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

54. Quorum

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

55. Chairman

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

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

56. Meeting Procedures

The Manager shall act as the secretary to the Owners' Committee and shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.

57. Resolutions

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

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

58. Owners' Committee not liable

The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed not being anything involving criminal liability or dishonesty or negligence by or on the

part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deeds, matter or thing done or omitted as aforesaid which does not involve criminal liability, dishonesty or negligence on the part of the Owners' Committee or the members thereof and all costs and expenses in connection therewith.

59. No Remuneration

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

60. Records and Minutes

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

61. Sub-Committees

Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and welfare of the residents of the Development or to co-opt any person eligible under Clause 50 who are not members of the Owners' Committee to serve on such sub-committees.

SECTION 8 : MEETING OF OWNERS

62. Meetings

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

- (a) A meeting of Owners may be convened by :-
 - (i) the Owners' Committee;
 - (ii) the Manager; or
 - (iii) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Undivided Shares in aggregate.
- (b) The person convening the meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify:-
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (c) The notice of meeting referred to in sub-clause (b) above may be given -
 - (i) by delivering it personally to the Owner;
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (d) The quorum at a meeting of Owners shall be 10% of the Owners. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. For the purposes of this sub-clause, the reference in this sub-clause to "**10% of the Owners**" shall :-
 - (i) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Lot and the Development were divided; and
 - (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.
- (e) A meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 62(a)(ii) or (iii) above, the person convening the meeting.

- (f) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (g) At a meeting of Owners :-
 - (i) an Owner shall have one vote in respect of each Undivided Share he owns;
 - (ii) an Owner may cast a vote personally or by proxy;
 - (iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast -
 - (1) by a proxy jointly appointed by the co-Owners;
 - (2) by a person appointed by the co-Owners from amongst themselves; or
 - (3) if no appointment is made under sub-sub-clause (1) or (2), either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
 - (iv) where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
 - (v) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and
 - (1) shall be signed by the Owner; or
 - (2) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 62(a)(ii) or (iii) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

- (i) The procedure at a meeting of Owners shall be as is determined by the Owners.
- (j) Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners of the Development Provided as follows :-
 - (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
 - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
 - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed or any Sub-Deed of Mutual Covenant.
 - (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers of the Manager.
 - (v) A resolution may be passed to dismiss the Manager by giving the Manager not less than three (3) months' notice in writing or in lieu of such notice, with an agreement to be made with the Manager for the payment to the Manager of a sum equal to the amount of remuneration which would have accrued to him during that period, but no such resolution shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares in the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities).
 - (vi) For the purposes of the immediately preceding sub-clause (j)(v) :-
 - (1) only the Owners of Undivided Shares who pay or who are liable to pay the management contribution relating to those Undivided Shares shall be entitled to vote; and
 - (2) the reference in the said sub-clause (j)(v) to "**the Owners of not less than 50% of the total number of Undivided Shares**" shall be construed as a reference to the Owners of not less than 50% of the total number of Undivided Shares who are entitled to vote.
- (k) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than one half of the total number of Undivided Shares in the Development shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.

- (1) For the avoidance of doubt and notwithstanding anything to the contrary abovementioned, the person in whom the Undivided Shares allocated to the Common Areas and Facilities are vested as trustee for all the Owners shall have no voting right in respect of such Undivided Shares in any meeting whether under this Deed, the Ordinance or otherwise and such Undivided Shares shall not be taken into account in determining the quorum of any meetings or for determining the total number of Undivided Shares in the Development referred to in this Section 8 and such Undivided Shares shall not carry any liability to pay charges under this Deed

SECTION 9 : EXTINGUISHMENT OF RIGHTS

63. Owners' meeting in the event of Development being damaged

In the event of that the whole or any part of the Development being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render a substantial part of the same unfit for habitation or use or occupation, (a) the Owners' Committee (b) the Manager or (c) the Owners holding not less than 75% of the Undivided Shares allocated to that damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall convene a meeting of the Owners of that damaged part(s) of the Development (excluding the Common Areas and Facilities) ("**Affected Owners**") and such meeting may resolve by a seventy-five per cent (75%) majority of the Affected Owners present in person or by proxy and voting that by reason of insufficiency of insurance money or changes in building law or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild the damaged part(s) of the Development then in such event the Undivided Shares representing the damaged part(s) of the Development shall be acquired by the Manager and the Affected Owners shall in such event be obliged to assign the damaged part(s) of the Development and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Affected Owners in proportion to the respective number of Undivided Shares previously held by such Affected Owners. All insurance money received in respect of any policy of insurance on the damaged part(s) of the Development shall likewise be distributed amongst such Affected Owners. In such event all the rights, privileges, obligations and covenants of such Affected Owners under this Deed shall be extinguished so far as the same relate to such Affected Owners of the relevant part(s) of the Development. PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such damaged part(s) of the Development the Affected Owners shall pay the excess of the cost of reinstatement or rebuilding of such damaged part(s) of the Development over and above the proceeds recoverable from the insurance of such damaged part(s) of the Development in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant damaged part(s) of the Development and be recoverable as a civil debt. The resolution is to be binding upon all the Affected Owners.

64. Provision applicable to such Owners' meeting

The following provisions shall apply to a meeting convened as provided in Clause 63 hereof :-

- (a) The person convening such meeting of the Affected Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Affected Owner. Such notice of meeting shall specify:
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.

- (b) The notice of meeting referred to in Clause 64(a) shall be posted on the public notice boards of or a prominent place in the Development and if possible, may be given :
 - (i) by delivering it personally to the Affected Owner;
 - (ii) by sending it by post to the Affected Owner at his last known address; or
 - (iii) by leaving at the Affected Owner's Unit or depositing it in the letter box for that Unit.
- (c) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares of the part of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) so affected in question shall be a quorum.
- (d) The Chairman of the Owners' Committee or, if the meeting is convened under sub-clause (b) or (c) in Clause 63 above, the person convening such meeting shall be the chairman of the meeting.
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof.
- (f) At such meeting of the Affected Owners :
 - (i) an Affected Owner shall have one vote;
 - (ii) an Affected Owner may cast a vote personally or by proxy;
 - (iii) where an Affected Owner comprises 2 or more persons, their vote may be cast :
 - (1) by a proxy jointly appointed by the co-Owners;
 - (2) by a person appointed by the co-Owners from among themselves; or
 - (3) if no appointment is made under sub-paragraph (1) or (2), either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners.
 - (iv) where an Affected Owner comprises 2 or more persons, 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 Register shall be treated as valid; and

- (v) if there is an equality of votes, the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (g) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and
 - (1) shall be signed by the Affected Owner; or
 - (2) if the Affected Owner is a body corporate, shall notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (b) or (c) in Clause 63 above, the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at that meeting.
- (h) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of the Affected Owners present in person or by proxy and voting at such meeting shall be binding on all the Affected Owners

PROVIDED THAT :-

- (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
- (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid; and
- (iii) no resolution shall be valid if it is contrary to the provisions of this Deed.
- (i) A resolution in writing signed by Affected Owners who in the aggregate have vested in them for the time being not less than seventy-five per cent (75%) of the Undivided Shares allocated to the damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of the Affected Owners.

SECTION 10 : MISCELLANEOUS PROVISIONS

65. Schedules 7 and 8 to the Ordinance, etc

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

66. Owners to notify Manager when ceasing to be Owner

Each Owner shall on ceasing to be the Owner of any Undivided Share and the Unit enjoyed therewith notify the Manager of such cessation and of the name and address of the new Owner within one (1) month from the date of the relevant assignment and such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner.

67. No liability after ceasing to be Owner

No person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share and the Unit held therewith save and except in respect of any breach, non-observance or non-performance by such person of any such covenants, terms or conditions prior to his ceasing to be the Owner thereof.

68. Public notice boards, etc.

There shall be public notice boards at such places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards 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 seven (7) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

69. Service of notices, etc.

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

PROVIDED THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee in possession of the relevant Undivided Shares, if a company, at its registered office or last known place of business in Hong

Kong and, if an individual, at his last known address. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the registered office of the Manager.

70. Provision of address in Hong Kong

Each Owner who is not an occupier in the Development shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed.

71. Compliance with the Government Grant

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

72. Chinese translation

The First Owner shall at his 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 hereof for inspection by all Owners free of costs and for taking of copies by the Owners at their expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund. In the event of any dispute arising out of the interpretation of the Chinese translation and the English version of this Deed, the English version shall prevail.

73. Plans of Common Areas and Facilities

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

74. During existence of Owners' Corporation

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

75. Works and Installations

- (a) The First Owner at its own costs and expenses has prepared a schedule of the Works and Installations. The schedule of the Works and Installations is set out

in SIXTH 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 cost and expense 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 lists of items of the Works and Installations requiring routine maintenance;
 - (v) recommended frequency of routine maintenance inspection;
 - (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
 - (vii) recommended maintenance cycle of the Works and Installations.
- (c) The First Owner shall deposit a full copy of the maintenance manual for the Works and Installations in the management office of the Development within one month after the date of this Deed for inspection by the Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (d) The Owners shall at their own costs and expense inspect, maintain and carry out all necessary works for the maintenance of the Development and their own Units 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.

76. Deed binding on executors, etc.

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

77. Green Area

Notwithstanding anything herein contained and until such time as possession of the Green Area shall be redelivered or deemed to have been redelivered to the Government in accordance with the Government Grant, the Manager shall be responsible for the maintenance of the Green Area and the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in accordance with Special Condition No. (8)(a)(iii) of the Government Grant and the Owners shall be responsible for the costs and expenses for the maintenance and repair of the Green Area, the Green Area Structures and other structures thereon or therein as if they were part of the Common Areas and Facilities.

78. Lender under the Building Mortgage

- (a) Notwithstanding anything herein contained, until such time as the Lender enters into possession of the premises mortgaged or charged to the Lender under the Building Mortgage, the covenants and obligations contained in this Deed and the liability for making any payment under this Deed and the other burden and restrictions herein imposed shall not be binding upon the Lender and no liability for any payment under this Deed shall be binding on the Lender in respect of any sums accrued prior to the Lender entering into possession of the premises.
- (b) In consideration of the Lender having entered into these presents in its capacity as the mortgagee or chargee under the Building Mortgage, the First Owner (excluding its successors and assigns) hereby covenants with the Lender that:-
 - (i) it shall fully observe and perform all the covenants herein contained to be observed and performed by the First Owner while any share or interest in any part of the Lot is subject to the Building Mortgage; and
 - (ii) it shall keep the Lender fully indemnified against the non-observance and non-performance of any of the said covenants.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

Allocation of Undivided Shares and Management Shares

Summary

Part	Type	Undivided Shares	Management Shares
(A)	Flats	57,383	57,383
(B)	Garden Duplexes and Sky Duplexes	2,456	2,456
(C)	Residential Parking Spaces	5,928	5,928
(D)	Motor Cycle Parking Spaces	52	52
(E)	Common Areas and Facilities	1,000	0
	Total:	66,819	65,819

(A) Flats

Tower	Floor	Flat/Duplex	Undivided Shares (per Flat/Duplex)	Sub-Total (Undivided Shares)	Management Shares (per Flat/Duplex)	Sub-Total (Management Shares)
1	G/F	Flat A \$	149	149	149	149
		Flat B \$	128	128	128	128
	G/F – 1/F	Duplex C @\$	205	205	205	205
		Duplex D @\$	145	145	145	145
	1/F	Flat A @	153	153	153	153
		Flat B @	128	128	128	128
	2/F	Flat A @	154	154	154	154
		Flat B @	127	127	127	127
		Flat C @+	153	153	153	153
		Flat D @	70	70	70	70
	3/F, 5/F-6/F	Flat A @	154	462	154	462
		Flat B @	127	381	127	381
		Flat C @+	153	459	153	459
		Flat D @	70	210	70	210
	7/F-12/F	Flat A @	193	1,158	193	1,158
		Flat B @	160	960	160	960
		Flat C @+	153	918	153	918
	15/F-16/F	Duplex A @#%^	288	288	288	288
		Duplex B @#%^	267	267	267	267
		Duplex C #%^	249	249	249	249
		Sub-Total:	6,764		6,764	

Tower	Floor	Flat/Duplex	Undivided Shares (per Flat/Duplex)	Sub-Total (Undivided Shares)	Management Shares (per Flat/Duplex)	Sub-Total (Management Shares)
2	G/F	Flat A \$	127	127	127	127
		Flat B \$	127	127	127	127
	G/F – 1/F	Duplex D @\$	137	137	137	137
	1/F	Flat A @	128	128	128	128
		Flat B @	128	128	128	128
	2/F	Flat A @	127	127	127	127
		Flat B @	125	125	125	125
		Flat C @+	100	100	100	100
		Flat D @	70	70	70	70
	3/F, 5/F-6/F	Flat A @	127	381	127	381
		Flat B @	125	375	125	375
		Flat C @+	100	300	100	300
		Flat D @	70	210	70	210
	7/F-12/F	Flat A @	159	954	159	954
		Flat B @	162	972	162	972
		Flat C @+	100	600	100	600
	15/F-16/F	Duplex A @#%^	264	264	264	264
		Duplex B @#%^	271	271	271	271
	15/F	Flat C @+	100	100	100	100
	16/F	Flat C @+%	112	112	112	112
Sub-Total:				5,608		5,608

Notes:

1. “@” means including balcony(ies) thereof.
2. “+” means including utility platform(s) thereof.
3. “#” means including flat roof(s) adjacent thereto.
4. “\$” means including garden(s) thereof.
5. “%” means including roof(s) thereabove.
6. “^” means including stairhood(s) thereabove.
7. There are no designations of 4/F, 13/F and 14/F.
8. There is no designation of Tower 4.

Tower	Floor	Flat/Duplex	Undivided Shares (per Flat/Duplex)	Sub-Total (Undivided Shares)	Management Shares (per Flat/Duplex)	Sub-Total (Management Shares)
3	G/F	Flat A \$	127	127	127	127
		Flat B \$	126	126	126	126
	G/F – 1/F	Duplex D @\$	137	137	137	137
	1/F	Flat A @	128	128	128	128
		Flat B @	126	126	126	126
	2/F	Flat A @	125	125	125	125
		Flat B @	125	125	125	125
		Flat C @+	102	102	102	102
		Flat D @	70	70	70	70
	3/F 5/F-6/F	Flat A @	125	375	125	375
		Flat B @	125	375	125	375
		Flat C @+	102	306	102	306
		Flat D @	70	210	70	210
	7/F-12/F	Flat A @	162	972	162	972
		Flat B @	157	942	157	942
		Flat C @+	102	612	102	612
	15/F-16/F	Duplex A @#%^	271	271	271	271
		Duplex B @#%^	263	263	263	263
	15/F	Flat C @+	102	102	102	102
	16/F	Flat C @+%	117	117	117	117
Sub-Total:				5,611		5,611

Tower	Floor	Flat/Duplex	Undivided Shares (per Flat/Duplex)	Sub-Total (Undivided Shares)	Management Shares (per Flat/Duplex)	Sub-Total (Management Shares)
5	G/F	Flat A \$	126	126	126	126
		Flat B \$	171	171	171	171
	1/F	Flat A @	123	123	123	123
		Flat B @	164	164	164	164
	2/F	Flat A @	123	123	123	123
		Flat B @	164	164	164	164
		Flat C @+	105	105	105	105
	3/F, 5/F-6/F	Flat A @	123	369	123	369
		Flat B @	164	492	164	492
		Flat C @+	105	315	105	315
	7/F-12/F	Flat A @	123	738	123	738
		Flat B @	165	990	165	990
		Flat C @+	105	630	105	630
	15/F-16/F	Duplex A #%^	230	230	230	230
		Duplex B @#%^	240	240	240	240
	15/F	Flat C @+	105	105	105	105
	16/F	Flat C @+	109	109	109	109
Sub-Total:				5,194		5,194

Notes:

1. “@” means including balcony(ies) thereof.
2. “+” means including utility platform(s) thereof.
3. “#” means including flat roof(s) adjacent thereto.
4. “\$” means including garden(s) thereof.
5. “%” means including roof(s) thereabove.
6. “^” means including stairhood(s) thereabove.
7. There are no designations of 4/F, 13/F and 14/F.
8. There is no designation of Tower 4.

Tower	Floor	Flat		Undivided Shares (per Flat)	Sub-Total (Undivided Shares)	Management Shares (per Flat)	Sub-Total (Management Shares)
6A	G/F	Flat A	\$	55	55	55	55
		Flat B	\$	107	107	107	107
		Flat C	\$	52	52	52	52
		Flat D	\$	36	36	36	36
		Flat E	\$	53	53	53	53
	1/F	Flat A	@	53	53	53	53
		Flat B	#	92	92	92	92
		Flat C	@	53	53	53	53
		Flat D	@	37	37	37	37
		Flat E	@	54	54	54	54
	2/F-3/F, 5/F-12/F, 15/F	Flat A	@	53	583	53	583
		Flat B	@	95	1,045	95	1,045
		Flat C	@	53	583	53	583
		Flat D	@	37	407	37	407
		Flat E	@	56	616	56	616
	16/F	Flat A	@%	57	57	57	57
		Flat B	@%	104	104	104	104
		Flat C	@%	57	57	57	57
		Flat D	@%	40	40	40	40
		Flat E	@%	61	61	61	61
6B	G/F	Flat A	\$	109	109	109	109
		Flat B	\$	109	109	109	109
		Flat C	\$	40	40	40	40
		Flat D	\$	53	53	53	53
	1/F	Flat A	#	90	90	90	90
		Flat B	#	94	94	94	94
		Flat C	@	52	52	52	52
		Flat D	@	53	53	53	53
	2/F-3/F, 5/F-12/F, 15/F	Flat A	@	94	1,034	94	1,034
		Flat B	@	97	1,067	97	1,067
		Flat C	@	52	572	52	572
		Flat D	@	53	583	53	583
	16/F	Flat A	@%	100	100	100	100
		Flat B	@%	105	105	105	105
		Flat C	@%	56	56	56	56
		Flat D	@%	57	57	57	57
	Sub-Total:				8,319		8,319

Notes:

1. "@" means including balcony(ies) thereof.
2. "+" means including utility platform(s) thereof.
3. "#" means including flat roof(s) adjacent thereto.
4. "\$" means including garden(s) thereof.
5. "%" means including roof(s) thereabove.
6. "^" means including stairhood(s) thereabove.
7. There are no designations of 4/F, 13/F and 14/F.
8. There is no designation of Tower 4.

Tower	Floor	Flat	Undivided Shares (per Flat)	Sub-Total (Undivided Shares)	Management Shares (per Flat)	Sub-Total (Management Shares)
7A	G/F	Flat A \$	129	129	129	129
		Flat B \$	128	128	128	128
		Flat C \$	71	71	71	71
		Flat D \$	71	71	71	71
	1/F	Flat A #	110	110	110	110
		Flat B #	110	110	110	110
		Flat C @+	72	72	72	72
		Flat D @+	73	73	73	73
	2/F-3/F, 5/F-12/F, 15/F	Flat A @	114	1,254	114	1,254
		Flat B @	115	1,265	115	1,265
		Flat C @+	72	792	72	792
		Flat D @+	73	803	73	803
	16/F	Flat A @#%^	178	178	178	178
		Flat B @#%^	179	179	179	179
7B	G/F	Flat F \$	51	51	51	51
		Flat G \$	51	51	51	51
		Flat H \$	51	51	51	51
	1/F	Flat D @	42	42	42	42
		Flat E @	37	37	37	37
		Flat F @	51	51	51	51
		Flat G @	51	51	51	51
		Flat H @	51	51	51	51
	2/F-3/F, 5/F-12/F, 15/F	Flat A @	36	396	36	396
		Flat B @	36	396	36	396
		Flat C @	42	462	42	462
		Flat D @	42	462	42	462
		Flat E @	37	407	37	407
		Flat F @	51	561	51	561
		Flat G @	51	561	51	561
		Flat H @	51	561	51	561
		Flat J @	50	550	50	550
		Flat K @	37	407	37	407
	16/F	Flat A @%	38	38	38	38
		Flat B @%	37	37	37	37
		Flat C @%	44	44	44	44
		Flat D @%	45	45	45	45
		Flat E @%	40	40	40	40
		Flat F @%	56	56	56	56
		Flat G @%	55	55	55	55
		Flat H @%	54	54	54	54
		Flat J @%	53	53	53	53
			Flat K @%	40	40	40
		Sub-Total:	10,845		10,845	

Notes:

1. "@" means including balcony(ies) thereof.
2. "+" means including utility platform(s) thereof.
3. "#" means including flat roof(s) adjacent thereto.
4. "\$" means including garden(s) thereof.
5. "%" means including roof(s) thereabove.
6. "^" means including stairhood(s) thereabove.
7. There are no designations of 4/F, 13/F and 14/F.
8. There is no designation of Tower 4.

Tower	Floor	Flat	Undivided Shares (per Flat)	Sub-Total (Undivided Shares)	Management Shares (per Flat)	Sub-Total (Management Shares)
8A	G/F	Flat A \$	130	130	130	130
		Flat D \$	70	70	70	70
	1/F	Flat A #	113	113	113	113
		Flat D @+	71	71	71	71
	2/F-3/F 5/F-12/F, 15/F	Flat A @	115	1,265	115	1,265
		Flat B @	115	1,265	115	1,265
		Flat C @+	72	792	72	792
		Flat D @+	71	781	71	781
	16/F	Flat A @#%^	177	177	177	177
		Flat B @#%^	179	179	179	179
8B	2/F	Flat A @	36	36	36	36
		Flat B #	35	35	35	35
		Flat C + #	53	53	53	53
		Flat D + #	54	54	54	54
		Flat E #	34	34	34	34
		Flat F @	37	37	37	37
	3/F, 5/F-12/F, 15/F	Flat A @	36	360	36	360
		Flat B @	37	370	37	370
		Flat C @+	55	550	55	550
		Flat D @+	55	550	55	550
		Flat E @	36	360	36	360
		Flat F @	37	370	37	370
	16/F	Flat A @%	39	39	39	39
		Flat B @%	39	39	39	39
		Flat C @+%	60	60	60	60
		Flat D @+%	60	60	60	60
		Flat E @%	38	38	38	38
		Flat F @%	41	41	41	41
		Sub-Total:	7,929		7,929	

Notes:

1. "@" means including balcony(ies) thereof.
2. "+" means including utility platform(s) thereof.
3. "#" means including flat roof(s) adjacent thereto.
4. "\$" means including garden(s) thereof.
5. "%" means including roof(s) thereabove.
6. "^" means including stairhood(s) thereabove.
7. There are no designations of 4/F, 13/F and 14/F.
8. There is no designation of Tower 4.

Tower	Floor	Flat	Undivided Shares (per Flat)	Sub-Total (Undivided Shares)	Management Shares (per Flat)	Sub-Total (Management Shares)
9A	2/F	Flat A @	114	114	114	114
		Flat B @	112	112	112	112
		Flat C @+	72	72	72	72
		Flat D @	37	37	37	37
	3/F, 5/F-12/F, 15/F	Flat A @	114	1,140	114	1,140
		Flat B @	112	1,120	112	1,120
		Flat C @+	72	720	72	720
		Flat D @	37	370	37	370
	16/F	Flat A @#%^	179	179	179	179
		Flat B @#%^	173	173	173	173
9B	2/F	Flat A @	36	36	36	36
		Flat B @	37	37	37	37
		Flat C @+	55	55	55	55
		Flat D +#	53	53	53	53
		Flat E #	33	33	33	33
		Flat F @	37	37	37	37
	3/F, 5/F-12/F, 15/F	Flat A @	36	360	36	360
		Flat B @	37	370	37	370
		Flat C @+	55	550	55	550
		Flat D @+	55	550	55	550
		Flat E @	35	350	35	350
		Flat F @	37	370	37	370
	16/F	Flat A @%	40	40	40	40
		Flat B @%	39	39	39	39
		Flat C @+%	60	60	60	60
		Flat D @+%	60	60	60	60
		Flat E @%	37	37	37	37
		Flat F @%	39	39	39	39
		Sub-Total:	7,113		7,113	

Notes:

1. "@" means including balcony(ies) thereof.
2. "+" means including utility platform(s) thereof.
3. "#" means including flat roof(s) adjacent thereto.
4. "\$" means including garden(s) thereof.
5. "%" means including roof(s) thereabove.
6. "^" means including stairhood(s) thereabove.
7. There are no designations of 4/F, 13/F and 14/F.
8. There is no designation of Tower 4.

(B) Garden Duplexes and Sky Duplexes

Block	Floor	Garden Duplex/ Sky Duplex		Undivided Shares	Management Shares
H1	B1/F, G/F-2/F	Garden Duplex (GD1)	&	291	291
		Garden Duplex (GD2)	&	293	293
	B2/F, B1/F, G/F-3/F	Sky Duplex (SD1)	@*	327	327
		Sky Duplex (SD2)	@*	322	322
H2	B1/F, G/F-2/F	Garden Duplex (GD1)	&	293	293
		Garden Duplex (GD2)	&	286	286
	B2/F, B1/F, G/F-3/F	Sky Duplex (SD1)	@*	327	327
		Sky Duplex (SD2)	@*	317	317
		Sub-Total:		2,456	2,456

Notes:

1. The Management Shares allocated to each Sky Duplex are inclusive of 26 Management Shares for the two Block Duplex Parking Spaces forming part of that Sky Duplex.
2. The Management Shares allocated to each Garden Duplex are inclusive of 26 Management Shares for the two Block Duplex Parking Spaces forming part of that Garden Duplex.
3. "&" means including a carport comprising 2 Block Duplex Parking Spaces, private lift, garden, private lift lobby, lift shaft, lift pit, lift overrun appurtenant thereto.
4. "*" means including a carport comprising 2 Block Duplex Parking Spaces, private lift, private lift lobbies, lift shaft, lift pit, lift overrun, roof, top roof and stairhood appurtenant thereto.
5. "@" means including balcony(ies) thereof.

(C) Residential Parking Spaces

No. of Residential Parking Spaces	Undivided Shares	Management Shares
456	13 each	13 each
Sub-Total:	5,928	5,928

(D) Motor Cycle Parking Spaces

No. of Motor Cycle Parking Spaces	Undivided Share	Management Share
26	2 each	2 each
Sub-Total:	52	52

(E) Common Areas and Facilities

	Undivided Shares	Management Shares
Common Areas and Facilities	1,000	0

THE SECOND SCHEDULE ABOVE REFERRED TO

Rights, Privileges and Easements

Part A

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Development (in this SECOND SCHEDULE referred to as "**his premises**") shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Government Grant, this Deed, the House Rules and the rights of the Manager as provided in this Deed and the payment by the Owner of his due proportion of the management fund and Special Fund contributions and any other payments payable pursuant to this Deed :-
 - (a) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development SUBJECT as aforesaid;
 - (b) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his premises through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through his premises or the Development or any part or parts thereof for the proper use and enjoyment of his premises SUBJECT as aforesaid; and
 - (c) The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon reasonable prior notice (except in the case of emergency) to enter upon other parts or units of the Development for the purpose of carrying out any works for the maintenance and repair of his premises including any conducting media exclusively serving the same (such work not being the responsibility of the Manager under this Deed and which cannot be practically carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby SUBJECT as aforesaid. For the purpose of this sub-clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media.
2. In addition to the above rights and privileges, the residents of the Residential Unit (including an Owner of each Undivided Share attributable to the Residential Units) shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT TO the provisions of the Government Grant, this Deed, the House Rules and the rights of the Manager and the First Owner provided in this Deed) for such residents of the Residential Unit and their bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Recreational Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same.

Part B

1. The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held:-
 - (a) The full right and privilege of the Manager at all reasonable times upon prior reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others and with or without equipment and apparatus to enter into and upon his premises for the purposes of effecting necessary repairs to or maintenance of the Development or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof with a view to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or the other Owners and the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts;
 - (b) The full right and privilege of the Manager at all times upon prior reasonable notice (except in the case of emergency) extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the garden, the roof or flat roof or the parapet walls of the roof or flat roof which forms part of a Residential Unit as may be determined by the Manager the gondola to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities

PROVIDED THAT:-

- (i) the exercise of this right shall not impede or restrict the access of an Owner to or from any part of such Owner's Residential Unit;
 - (ii) the use and enjoyment by the Owner of the Residential Unit shall not be affected or prejudiced thereby; and
 - (iii) the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts.
- (c) Rights of the Owners set forth in Section 3 of this Deed;
- (d) Rights of the First Owner set forth in Section 4 of this Deed; and
- (e) Rights and privileges equivalent to those set forth in sub-clauses (a), (b) and (c) of Clause 1 of Part A of this SECOND SCHEDULE.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. No Owner shall make any structural alteration to any part of the Development owned by him (including but not limited to the external walls, structure or façade of the Unit owned by him or any installation or fixture therein) which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Development whether in separate or common occupation (in particular the supply of water, electricity, gas or other utilities) nor shall any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Lot not being equipment or apparatus for his exclusive use and benefit.
2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
3. No Owner shall without the prior written consent of the Manager at any time exercise or attempt to exercise any statutory or common law right to partition the Lot or the Development or any of the Residential Units or Parking Space therein.
4. Subject to the provisions of Clause 8 of this Deed, no Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Development at any time in the course of construction or the management and the maintenance of the Development.
5.
 - (a) No Owner including the First Owner shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless approved by the Owners' Committee. Any payment received for the granting of such approval shall be credited to the Special Fund.
 - (b) No Owner (including the First Owner) shall have the right to convert or designate as Common Areas and Facilities such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or for his own benefit.
6. No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or things be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or occupiers of any other part of the Development.
7. No Owner shall use or permit or suffer the part of the Development owned by him to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to

be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being of the Development.

8. (a) No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Government Grant, the Occupation Permit, this Deed and any Ordinances and regulations from time to time applicable thereto.
- (b) No Owner shall use or cause or permit any Unit to be used for industrial or godown purposes or for the purpose of mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai (打齋)" or any similar ceremony or as a boarding house, apartment house, dance hall, music hall or for any noisy or offensive trade or business.
- (c) No Residential Unit shall be used for any purpose other than for private residential purpose and in particular shall not be used for any form of commercial letting in bed spaces or cubicles.
- (d) Neither Residential Parking Spaces nor Block Duplex Parking Spaces shall be used other than for the purpose of parking motor vehicles licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation and belonging to the residents of the Development and their bona fide guests, visitors or invitees.
- (e) No Motor Cycle Parking Spaces shall be used other than for the purpose of parking motor cycles licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation and belonging to the residents of the Development and their bona fide guests, visitors or invitees.
- (f) The Parking Spaces, Visitors' Parking Spaces, Accessible Parking Spaces and Bicycle Parking Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services or for the storage of other articles, goods or things and no structure or partitioning shall be erected thereon.
- (g) No Bicycle Parking Space shall be used other than for parking of bicycles belonging to residents of the Residential Accommodation and their bona fide guests, visitors and invitees.
- (h) No Loading and Unloading Spaces shall be used other than for loading and unloading of goods vehicles in connection with the Development.

PROVIDED THAT subject to Special Condition No.(17) of the Government Grant, the First Owner (which for the purposes of this Clause shall exclude its assigns) may use any Unit(s) and such other part(s) of the Development which have not been sold or assigned by the First Owner for the purposes of temporary show flat(s) and/or temporary sales office and related marketing activities for such period or periods as it shall in its discretion consider appropriate and in compliance with the Government Grant PROVIDED THAT the use of such parts of the Development for the purposes of temporary show flat(s) and/or temporary sales office and related marketing activities shall (1) cause as little

disturbance and inconvenience as is reasonably possible to the Owners; (2) not interfere with an Owner's right to hold, use, occupy and enjoy his/her Unit; and (3) neither impede nor restrict the access of an Owner to or from any part of such Owner's Unit;

9. No partitioning shall be erected or installed in a Residential Unit which does not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.
10. Subject to the rights of the First Owner herein provided, no Owner shall without the prior written consent of the Manager erect or place or cause or permit to be erected or placed any advertising sign or other structure on the roof, flat roof or garden forming part of his Residential Unit or any Parking Space or any other part thereof and the Manager shall have the right to enter to remove anything erected or placed on the roof, flat roof or garden of his Residential Unit or Parking Spaces or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
11. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any part of his Residential Unit any metal grille or shutter or gate.
12. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Unit any advertising or other sign of any description (except a small name plate outside the entrance door of a Residential Unit giving the Owner's or occupier's name) without the previous written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.
13. No Owner shall store or permit to be stored in any Residential Unit any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.
14. 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.
15. No Owner shall cut, maim, alter, affix, interfere with or in any other way affect any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, and/or cable television system (if any), fixtures or any other installation within any portion of the roofs or flat roofs or external surfaces provided in the Development as part of the Common Areas and Facilities.
16. (a) No Owner shall be entitled to connect any installation to the communal television and radio aerial system and cable television system (if any) installed by the First Owner or the Manager except with the permission of the Manager and in accordance with any House Rules relating to the same. No Owner shall affix or install his own private aerial outside any part of the Residential Unit or Development.

- (b) No air-conditioning or other units shall without the prior written consent of the Manager be installed through any window or external wall of the Residential Unit other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot or the Development. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his part of the Development in good repair and condition.
17. (a) Subject to the rights of the First Owner herein provided, no Owner shall erect, install or otherwise affix or allowed to be erected, installed or otherwise affixed any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever on the external surfaces of or extending outside the exterior of his Unit or any part of the Development or be projected from the Development or any part thereof except with the written consent of the Manager who may in its discretion impose conditions to the consent.
- (b) No Owner shall exhibit, display or allow or suffer to be exhibited or displayed on the external parts of any building or structure erected or to be erected on the Lot any bill, notice, placard, poster, sign or advertisement whatsoever.
18. No clothing or laundry shall be hung outside the Residential Unit or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities.
19. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roofs, roofs, gardens, external walls, balconies, entrance halls of the Development or any other areas which in the opinion of the Manager shall be undesirable or constitute a nuisance to other Owners or occupiers of the Development and the Manager shall have the right to remove such articles without notice at the cost of the offending Owner.
20. No Owner shall without the prior written consent of the Manager (and subject to such conditions as may be imposed by the Manager at its discretion) erect or build or suffer to be erected or built on or upon the roof, flat roof, garden, balcony or external walls forming part of his Residential Unit or Parking Space or the Development any structure whatsoever either of a permanent or temporary nature. The Manager shall have the right to enter (including the offending Owner's part of the Development) and remove from such roof, flat roof, garden, balcony or external walls of the Residential Unit or the Parking Space such structure at the cost of the offending Owner and to erect thereon scaffolding and other equipment necessary for repairing and maintaining the plumbing facilities, the external walls and windows of the Development.
21. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Development may be clogged or efficient working thereof may be impaired.
22. Not to use water closets and other water apparatus in the Development for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of

any water closets or apparatus shall be paid for by the Owner or occupier in whose Unit it shall have been caused.

23. No Owner shall make or cause or permit any disturbing noise in his part of the Development or do or cause or permit anything to be done which will interfere with the rights, comforts and convenience of other occupants of the Development.
24. No Owner shall permit the playing of mahjong or make, cause or permit any disturbing noise, in his part of the Development between mid-night and 9 a.m. so as to cause disturbance to the Owners or occupiers of any other part of the Development.
25. No bird or animal shall be kept or harboured in any part of the Development if, in the opinion of the Manager, such bird or animal is causing a nuisance or disturbance to other Owners or occupiers of the Development or if the same has been the cause of two complaints from different Owners of the Residential Units of the Development. In any event no dogs shall be permitted in the Common Areas and Facilities unless carried or on leash or muzzled.
26. Not to allow children to play in the Common Areas and Facilities (except such parts of the Recreational Facilities designed for children) and any damage to or discolouration to decorations in such areas and facilities by children shall be paid for by the Owner or occupier of the Unit in which the child or children concerned reside.
27. Subject to the rights of the First Owner under this Deed, no Owner (except the First Owner) shall paint the outside of the Development including any part of the Development owned by him, or do or permit to be done any act or thing which may or will alter the façade or external appearance of the Residential Unit or Development (including any part owned by him) without the prior consent in writing of the Manager.
28. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Development owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
29. Not to allow bicycles, baby carriages or similar vehicles to obstruct any Common Areas and Facilities. For the avoidance of doubt, this clause shall have no application on the parking of bicycles at the Bicycle Parking Spaces permitted under the Bicycle Parking Rules.
30. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.
31. No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder. If any extension of the sprinkler heads or smoke detectors or alteration to the fire fighting equipment shall be

required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

32. No Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Development save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.
33. No Owner shall place on any part of the floors of the Development or in any lifts any article, machinery, goods or merchandise which may cause the maximum floor or lift loading-bearing capacity thereof (as specified on such floor or lift) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Development or any fixtures and fittings therein.
34. No Owner shall interfere with, damage or cut any tree growing on the Lot 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 said Director and each Owner shall be responsible to remedy and indemnify the other Owners in respect of any breach of this Clause including a breach by the occupants of his Unit and their guests or visitors.
35. Every Owner shall pay and discharge all existing and future Government rent (unless the same forms part of the management expenditure pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of such part of the Development of which he is the Owner and to indemnify the other Owners from and against all liability thereof.
36. Every Owner shall keep the garden forming part of his Residential Unit in good, clean and tidy state and condition.
37. Every Owner shall observe and comply with all terms and provisions of the Government Grant and this Deed so long as he remains as owner of an Undivided Share.
38.
 - (a)
 - (i) The balconies (including acoustic balconies) of the Residential Units which form part of the Non-enclosed Areas shall only be used as balconies in relation to or in connection with use and enjoyment of the Residential Units for which they are provided and the balconies and the covered areas beneath the balconies must not be enclosed above safe parapet height other than as under the Building Plans; and
 - (ii) The utility platforms of the Residential Units which form part of the Non-enclosed Areas shall only be used as utility platforms in relation to or in connection with use and enjoyment of the Residential Units for which they are provided and the utility platforms and the covered areas underneath the utility platforms must not be enclosed above safe parapet height other than as under the Building Plans; and

- (b) The design and location of the Non-enclosed Areas under the Building Plans shall not be altered in any way; and
 - (c) No fences, awnings, grilles or any structures or things shall be installed, exhibited, affixed, erected or attached to any of the Non-enclosed Areas whereby the same shall be enclosed in whole or in part other than as approved under the Building Plans; and
 - (d) Each Owner of the Non-enclosed Areas shall (i) at his own cost 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 the Occupation Permit, the Buildings Ordinance and such other Ordinances, bye-laws and regulations promulgated by the Government from time to time; and (ii) be responsible for the financial support and maintenance of the same;
 - (e) In the event of the above covenants being in breach, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owners to remedy the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants including but not limited to the right to enter upon the Residential Units concerned (including the Non-enclosed Areas provided therein) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Residential Units which are in breach of the aforesaid covenants. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose.
39. (a) The Owners shall at their own expense in the proportion of the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) allotted to their respective Units maintain and carry out all works in respect of the Slope Structures 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 Slope Structures (if any).
- (b) The First Owner shall, deposit a full set of the maintenance manual for the Slope Structures at the management office within one month after the date of this Deed. The maintenance manual for the Slope Structures shall be available for inspection by the Owners free of charge during the normal office hours of the Manager and the taking of copies by the Owners upon request on payment of reasonable copying charges. All charges received shall be credited to the Special Fund.
40. Each Owner and his tenants, occupiers or licensees of Residential Units shall grant right of way of access to the Manager to his Residential Unit for the purposes of carrying out repair, maintenance and cleaning work to the flat roof or any other areas (forming part of the Common Areas and Facilities) adjacent to his Residential Unit.

The Manager, will on reasonable notice (except in case of emergency), be allowed to enter to Residential Units for the purposes of carrying out repair, maintenance and cleaning work to the flat roof or any other areas (forming part of the Common Areas and Facilities) and the Manager shall be responsible to repair (at his own costs and expenses) any damages so caused and shall be liable for the negligent, wilful or criminal acts of itself and its employees or contractors in discharging the duties in relation to the above.

41. No Owner of any Residential Unit shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the flat roof or any other areas (forming part of the Common Areas and Facilities) adjacent to his Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the exercise of right of access by the Manager to his Residential Unit for the purposes of carrying out repair, maintenance and cleaning work to the flat roof or any other areas (forming part of the Common Areas and Facilities).
42. No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the garden, the roof and/or flat roof or the parapet walls of the roof or flat roof forming part of his Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola at any time in the course of the management and/or the maintenance of the Development.
43. No Owner shall make or permit or suffer to be made any alteration or conversion or modification of the Noise Mitigation Measures forming part of his Residential Unit. The Owners of those Residential Units with Noise Mitigation Measures forming part of their Residential Units shall at their own cost and expense repair and maintain the Noise Mitigation Measures forming part of their Residential Units to the satisfaction of the Director of Lands.
44. The Owner(s) of the relevant Residential Unit with Open Kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan in particular the fire safety provisions set out in the FOURTH SCHEDULE to this Deed, and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause his tenants and other occupants of his Residential Unit to observe and comply with the same.
45. Pursuant to Special Condition No. (16) of the Government Grant, except with the prior written consent of the Director of Lands, no building or structure or support for any building or structure may be erected or constructed on, over or above the ground level of the areas shown coloured pink hatched black and pink stippled purple hatched black respectively on the plan annexed to the Government Grant except boundary walls or fences or both not exceeding 3 metres in height.

THE FOURTH SCHEDULE ABOVE REFERRED TO

Fire Safety Management Plan

1. An Owner of Residential Unit with Open Kitchen (the “**Relevant Owner**”) shall be responsible for maintenance and annual inspection of the fire service installations for Open Kitchen within his Residential Unit.
2. The Relevant Owner shall not:-
 - (a) remove, tamper or obstruct any smoke detectors provided inside his Residential Unit;
 - (b) remove, tamper or obstruct the sprinkler head provided at the ceiling immediately above the Open Kitchen of his Residential Unit; and
 - (c) remove, tamper or obstruct the FRR Wall of his Residential Unit.
3. The Relevant Owner shall keep and maintain the fire service installations inside the Residential Unit in good condition at his own costs and expenses.
4. The Manager may enter with or without the registered fire services installation contractor(s), workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) and with the Relevant Owners’ consent (except in case of emergency) into his Residential Unit to carry out (at the cost and expense of the Relevant Owner) regular and annual inspection and/or certification of the fire service installations for Open Kitchen PROVIDED THAT the Manager shall at its own costs and expenses repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees and contractors.
5. In the event that the Relevant Owner parts with possession of his Residential Unit, such Owner shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the provisions set out in this FOURTH SCHEDULE, and make it a condition in the relevant agreement (if any).
6. The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and annual inspection of the fire service installations for Open Kitchen shall be borne by the Relevant Owners on demand.

THE FIFTH SCHEDULE ABOVE REFERRED TO

Noise Mitigation Measures

Part A

The following Noise Mitigation Measures form part of the Common Areas and Facilities:-

- (a) 3-metre high solid boundary walls located along the western and southern boundaries of the Lot forms part of the Residential Common Areas and Facilities.
- (b) The following feature(s) located at the Residential Towers forms part of Residential Tower Common Areas and Facilities:-

<i>Tower</i>	<i>Flat</i>	<i>Floor</i>	<i>Location</i>
7B	F	1/F-16/F	0.5m long architectural feature outside bedroom.
	F	1/F-16/F	1.3m long acoustic fin (vertical) outside master bedroom.
	G	1/F-16/F	0.5m long architectural feature outside bedroom.
	G	1/F-16/F	1.3m long acoustic fin (vertical) outside master bedroom.
	H	1/F-16/F	1.3m long acoustic fin (vertical) outside bedroom.
	H	1/F-16/F	1.3m long acoustic fin (vertical) outside master bedroom.
8B	D	2/F-16/F	0.975m long acoustic fin (vertical) outside bedroom.
	E	2/F-16/F	1.3m long acoustic fin (vertical) outside bedroom.

Remarks: There are no designations of 4/F, 13/F and 14/F.

Part B

The following Noise Mitigation Measures form part of the Residential Units :-

- (a) The acoustic balconies of the following Residential Units:-

<i>Tower</i>	<i>Flat</i>	<i>Floor</i>
7B	F	11/F-16/F
	G	12/F-16/F
	H	10/F-16/F
	J	12/F-16/F
8B	D	15/F-16/F
	F	16/F

Remarks: There are no designations of 13/F and 14/F

- (b) The following feature forms part of the corresponding Residential Unit as stated:-

<i>Tower</i>	<i>Flat</i>	<i>Floor</i>	<i>Location</i>
7B	F	1/F-16/F	0.85m full height glass wall outside living room.
	G	1/F-16/F	0.85m full height glass wall outside living room.
8B	C	2/F-16/F	1.2m full height glass wall outside master bedroom.
	D	2/F-16/F	1.2m full height glass wall outside master bedroom.
9B	C	2/F-16/F	1.2m full height glass wall outside master bedroom.
	D	2/F-16/F	1.2m full height glass wall outside master bedroom.

Remarks: There are no designations of 4/F, 13/F and 14/F

THE SIXTH SCHEDULE ABOVE REFERRED TO

Schedule of Works and Installations

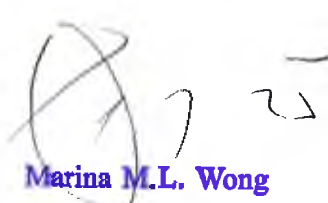
The major works and installations in the Development (whether forming part of the Common Areas and Facilities or not) requiring regular maintenance on a recurrent basis which include the following:-

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) plumbing system;
- (e) drainage system;
- (f) fire services installations and equipment;
- (g) electrical wiring system;
- (h) lift installations;
- (i) gas supply system;
- (j) window installations;
- (k) gondola system;
- (l) curtain wall system;
- (m) swimming pool filtration system;
- (n) security system;
- (o) transformer room facilities;
- (p) hard/soft landscape, including water features;
- (q) air-conditioning/ventilation system;
- (r) irrigation system; and
- (s) Slope Structures (if applicable).

SEALED with the Common Seal of)
)
the First Owner and SIGNED by)
)
Lo Ka Shui, director)
)
Lo Chun Him, Alexander, director)
)
duly authorised by a board resolution of its)
)
directors whose signature(s) is/are verified)
)
by :-)

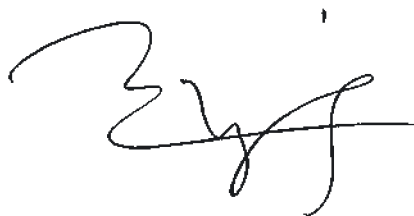
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Marina M.L. Wong


Wong Chi Wai Jack
Mayer Brown
Solicitor, Hong Kong SAR

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






Wong Chi Wai Jack
Mayer Brown
Solicitor, Hong Kong SAR

INTERPRETED to the First Assignee by :-


YIP TAK MING
Real Estate Executive, Section Head
Mayer Brown
Solicitors, Hong Kong SAR

SEALED with the Common Seal of
the DMC Manager and SIGNED by
Kan Tat Kwong, director

Leung Tat Kai, director

duly authorised by a board resolution of its
directors whose signature(s) is/are verified

by :-



Wong Chi Wai Jack
Mayer Brown
Solicitor, Hong Kong SAR



SIGNED, SEALED and DELIVERED

by

CHUI Suk Ki

LEUNG Tsz Ho

the lawful attorney(s) of **HANG SENG**

BANK LIMITED whose signature(s)

is/are verified by :-



Wong Chi Wai Jack
Mayer Brown
Solicitor, Hong Kong SAR





BASEMENT 2 FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

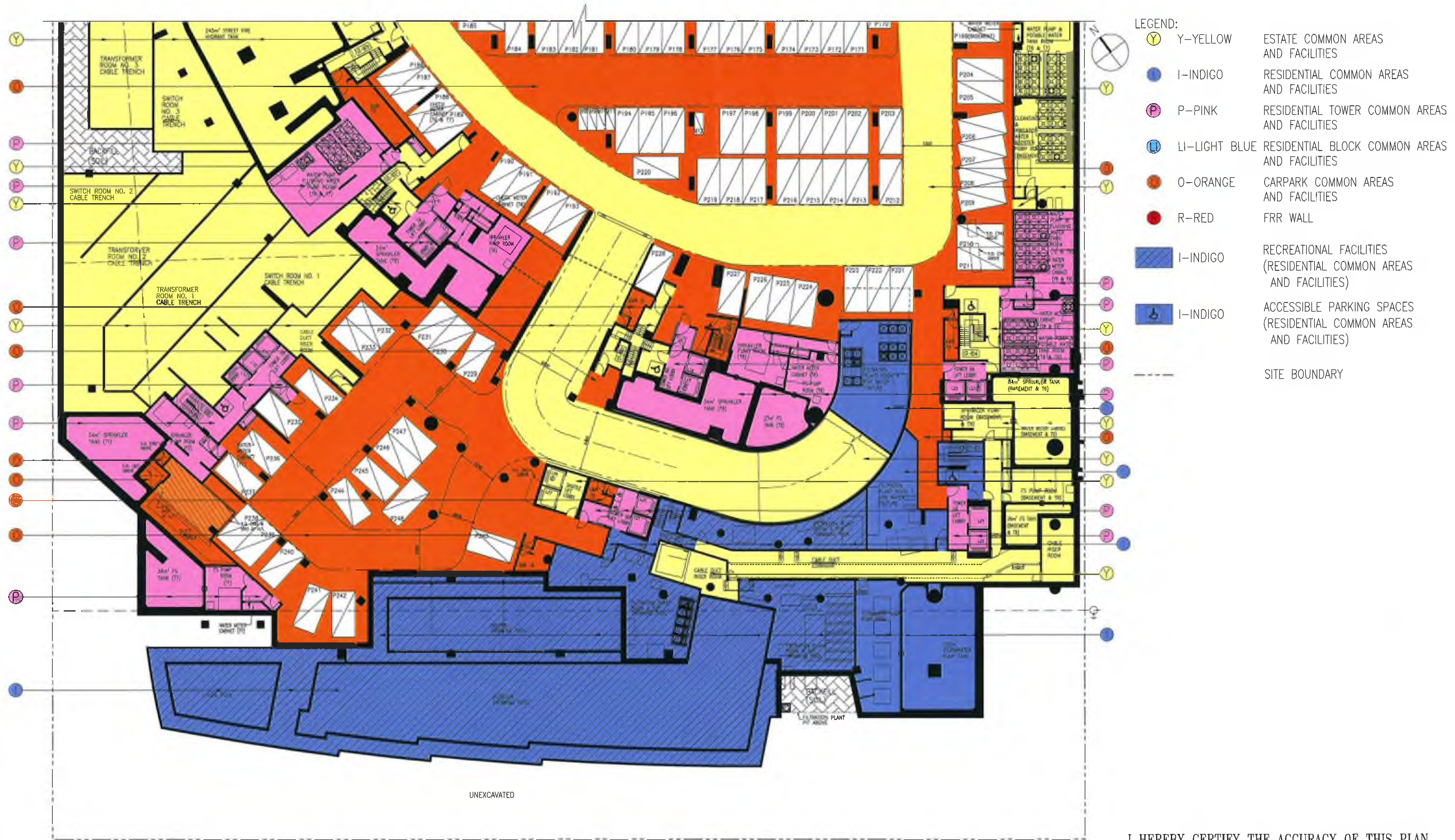
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

II

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TWK/CJ/84
PAGE 01/49



BASEMENT 2 FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

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I

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

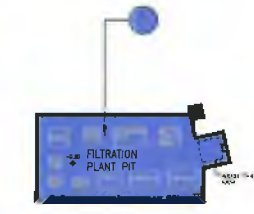
KC/HK/CJ/34
PAGE 02/49



TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



- LEGEND:
- Y-YELLOW ESTATE COMMON AREAS AND FACILITIES
 - I-INDIGO RESIDENTIAL COMMON AREAS AND FACILITIES
 - P-PINK RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
 - LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
 - O-ORANGE CARPARK COMMON AREAS AND FACILITIES
 - R-RED FRR WALL
 - I-INDIGO RECREATIONAL FACILITIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
 - I-INDIGO ACCESSIBLE PARKING SPACES (RESIDENTIAL COMMON AREAS AND FACILITIES)
 - SITE BOUNDARY



FILTRATION PLANT PIT
AT LEVEL -0.30

BASEMENT 1 FLOOR PLAN



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

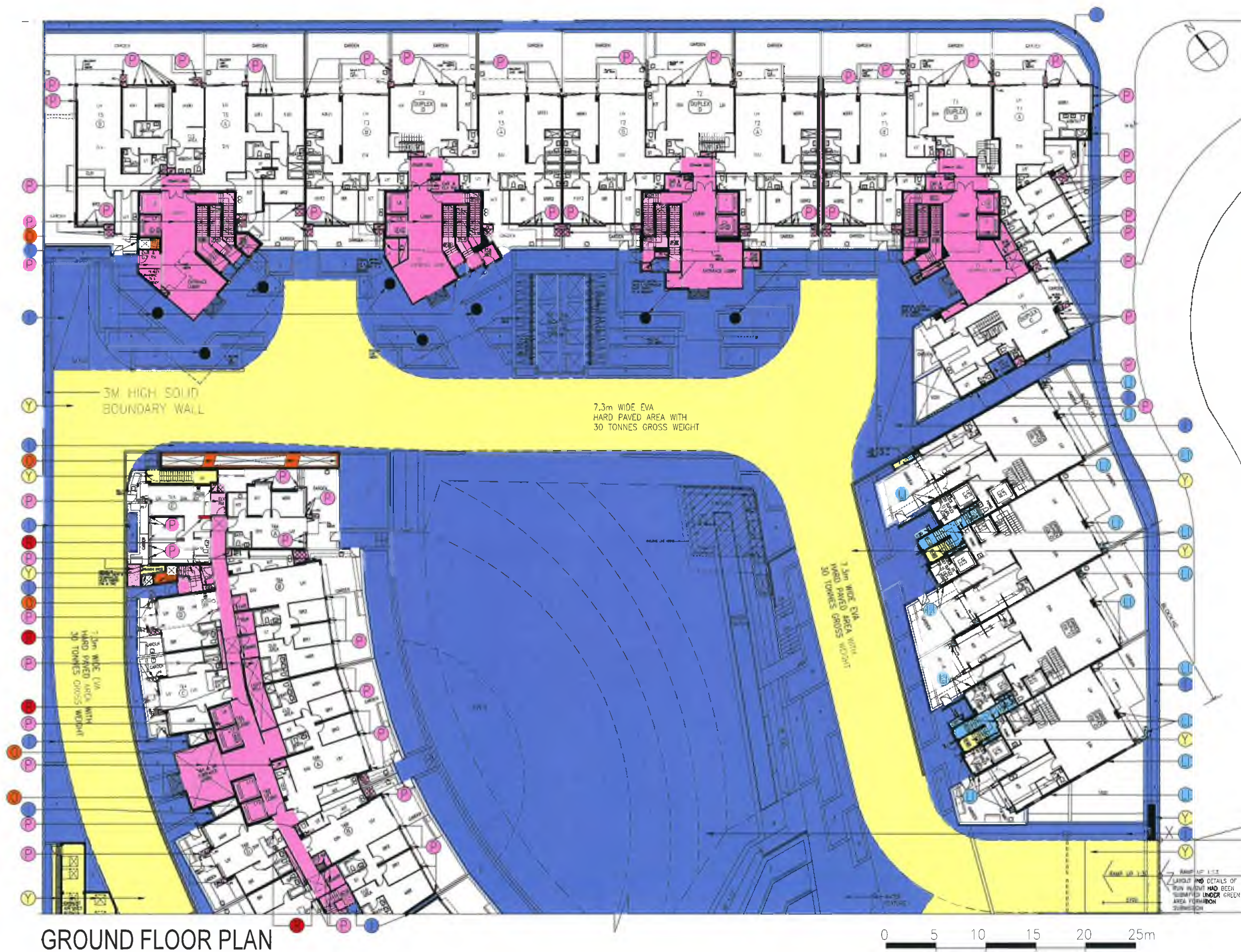
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TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

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LEGEND:

Y-YELLOW	ESTATE COMMON AREAS AND FACILITIES
I-INDIGO	RESIDENTIAL COMMON AREAS AND FACILITIES
P-PINK	RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
LI-LIGHT BLUE	RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
O-ORANGE	CARPARK COMMON AREAS AND FACILITIES
R-RED	FRR WALL
I-INDIGO	RECREATIONAL FACILITIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
---	SITE BOUNDARY

GROUND FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

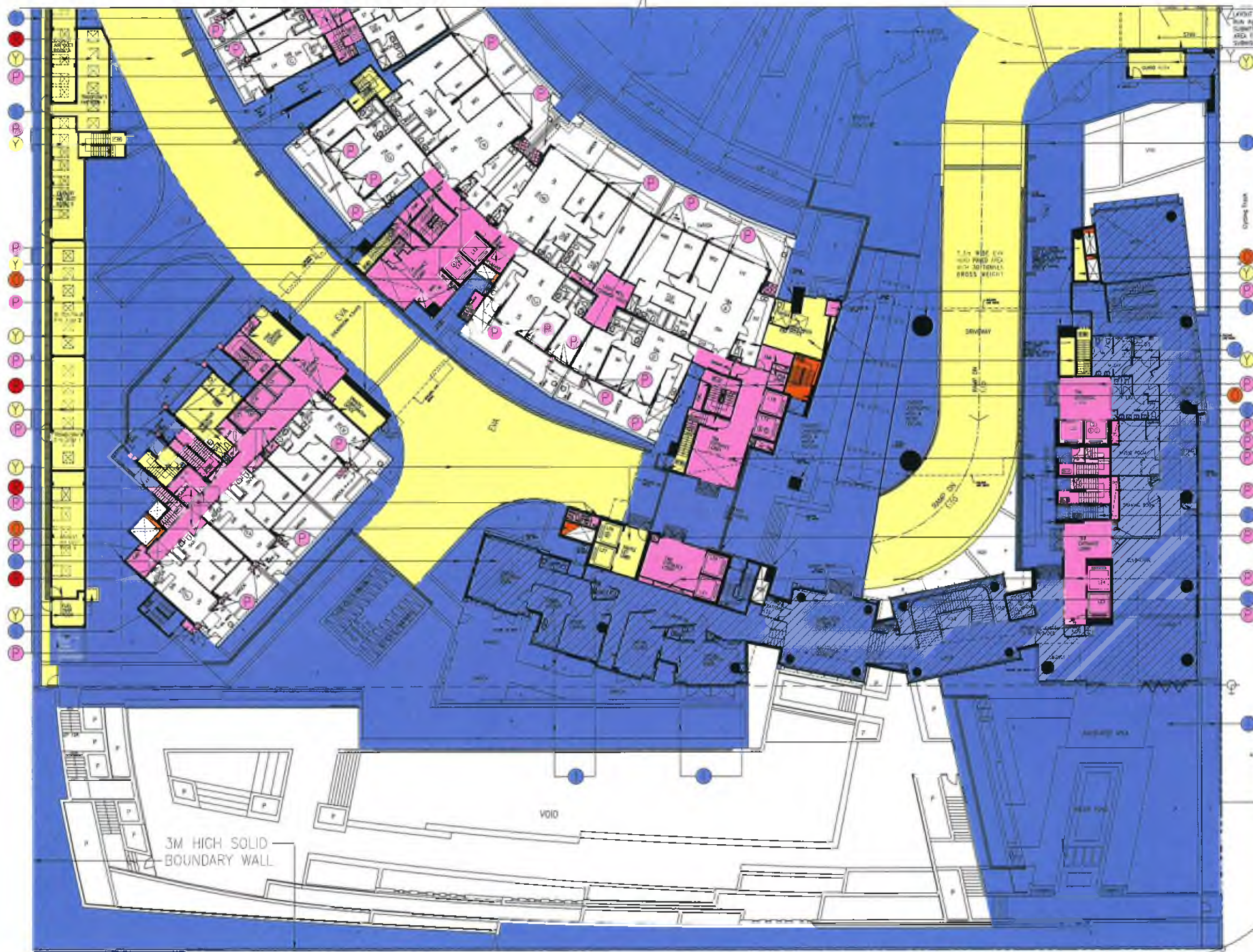
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CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TAK/CO/34
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LEGEND:

Y-YELLOW

ESTATE COMMON AREAS
AND FACILITIES

I-INDIGO

RESIDENTIAL COMMON AREAS
AND FACILITIES

P-PINK

RESIDENTIAL TOWER COMMON AREAS
AND FACILITIES

LI-LIGHT BLUE

RESIDENTIAL BLOCK COMMON AREAS
AND FACILITIES

O-ORANGE

CARPARK COMMON AREAS
AND FACILITIES

R-RED

FRR WALL

I-INDIGO

RECREATIONAL FACILITIES
(RESIDENTIAL COMMON AREAS
AND FACILITIES)

SITE BOUNDARY

GROUND FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

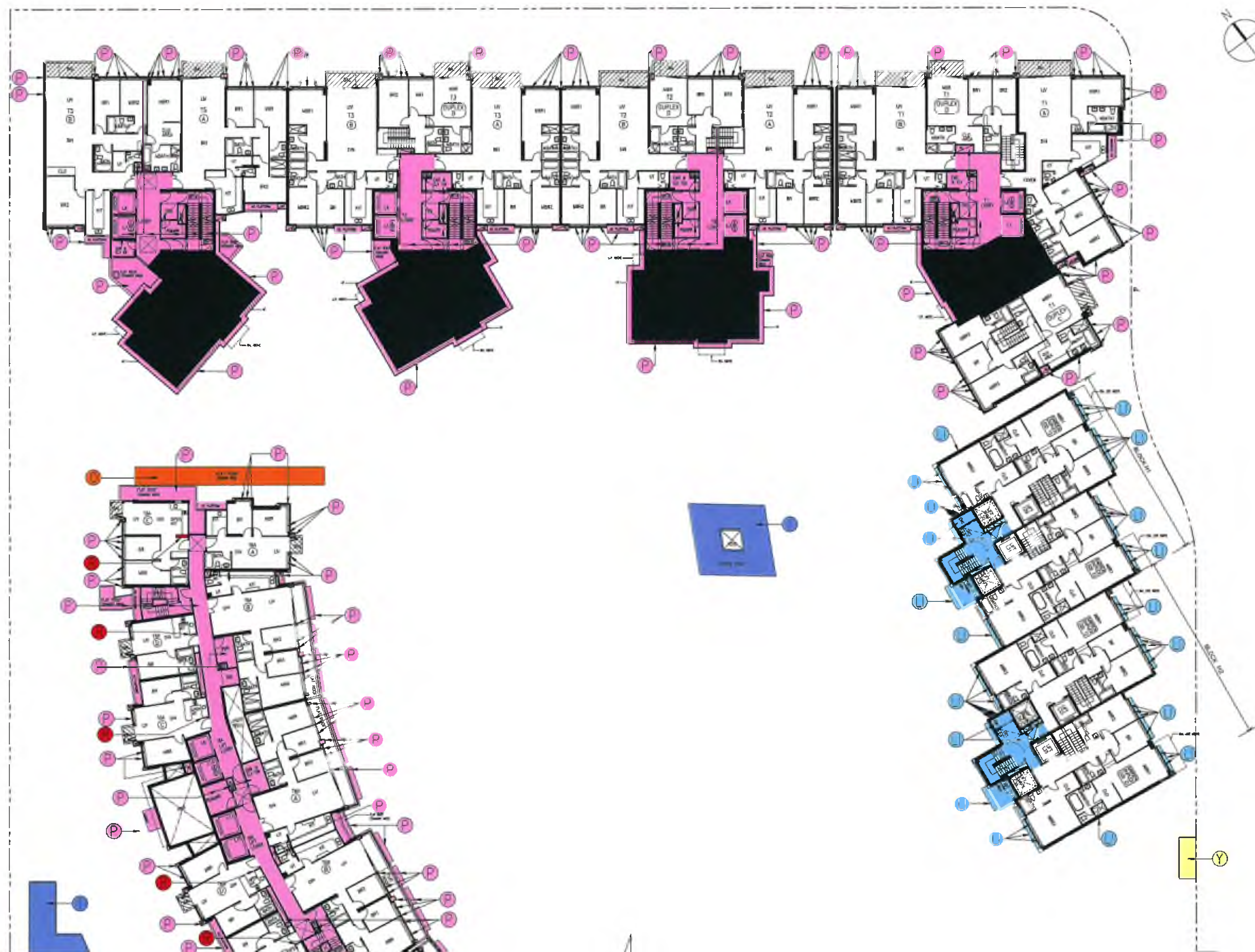
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

[Signature]

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/THK/25/20
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- LEGEND:
- Y-YELLOW ESTATE COMMON AREAS AND FACILITIES
 - I-INDIGO RESIDENTIAL COMMON AREAS AND FACILITIES
 - P-PINK RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
 - LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
 - O-ORANGE CARPARK COMMON AREAS AND FACILITIES
 - R-RED FRR WALL
 - I-INDIGO RECREATIONAL FACILITIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
 - BAL BALCONY (NON-ENCLOSED AREA)
 - U.P. UTILITY PLATFORM (NON-ENCLOSED AREA)
 - SITE BOUNDARY

FIRST FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

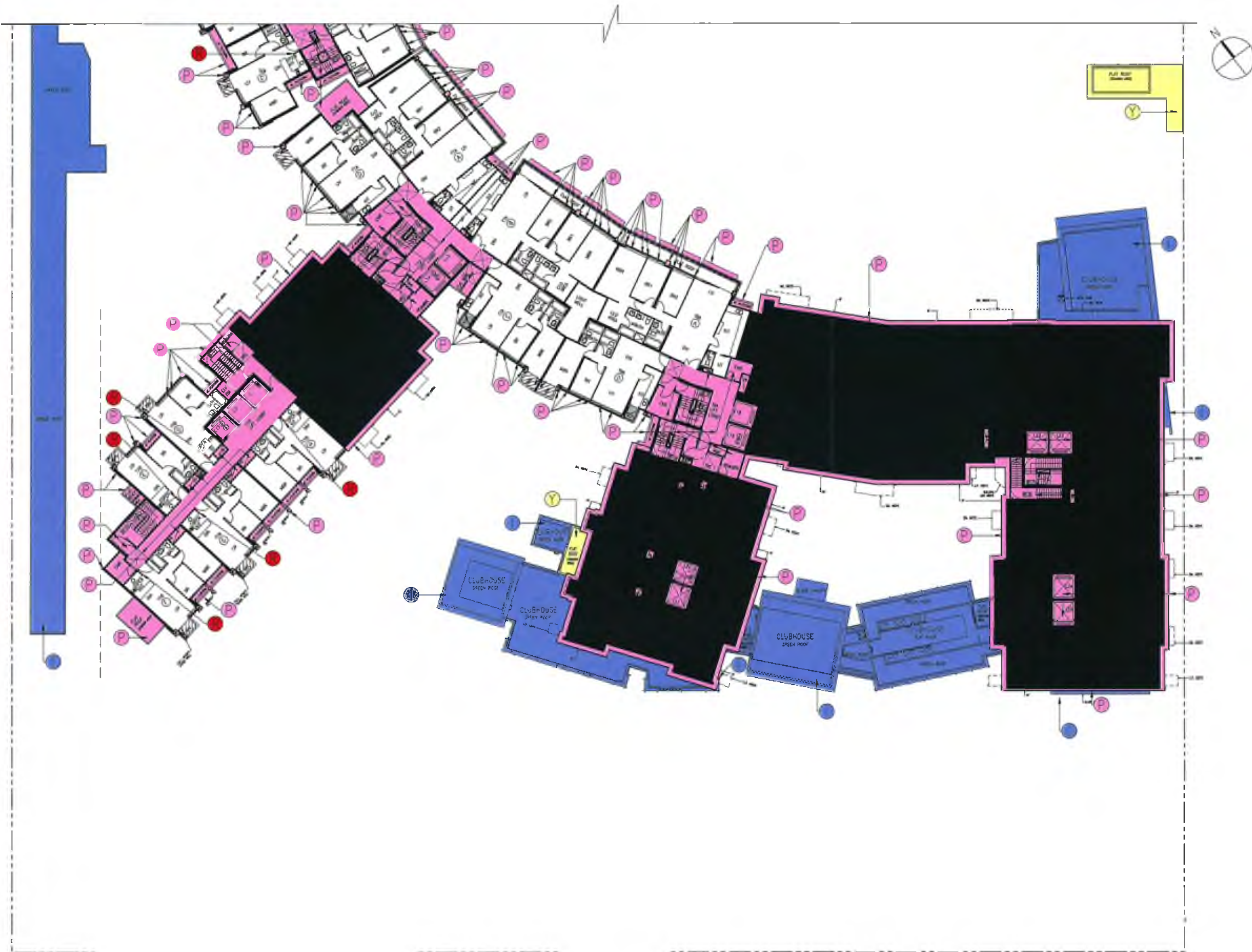
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CHAU TAK HO

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TK/CJ/24
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- LEGEND:
- Y-YELLOW ESTATE COMMON AREAS AND FACILITIES
 - I-INDIGO RESIDENTIAL COMMON AREAS AND FACILITIES
 - P-PINK RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
 - LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
 - O-ORANGE CARPARK COMMON AREAS AND FACILITIES
 - R-RED FRR WALL
 - I-INDIGO RECREATIONAL FACILITIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
 - BAL BALCONY (NON-ENCLOSED AREA)
 - UP UTILITY PLATFORM (NON-ENCLOSED AREA)
 - SITE BOUNDARY

FIRST FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

[Signature]

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT



TOWER 1 & TOWER 2 GROUND FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

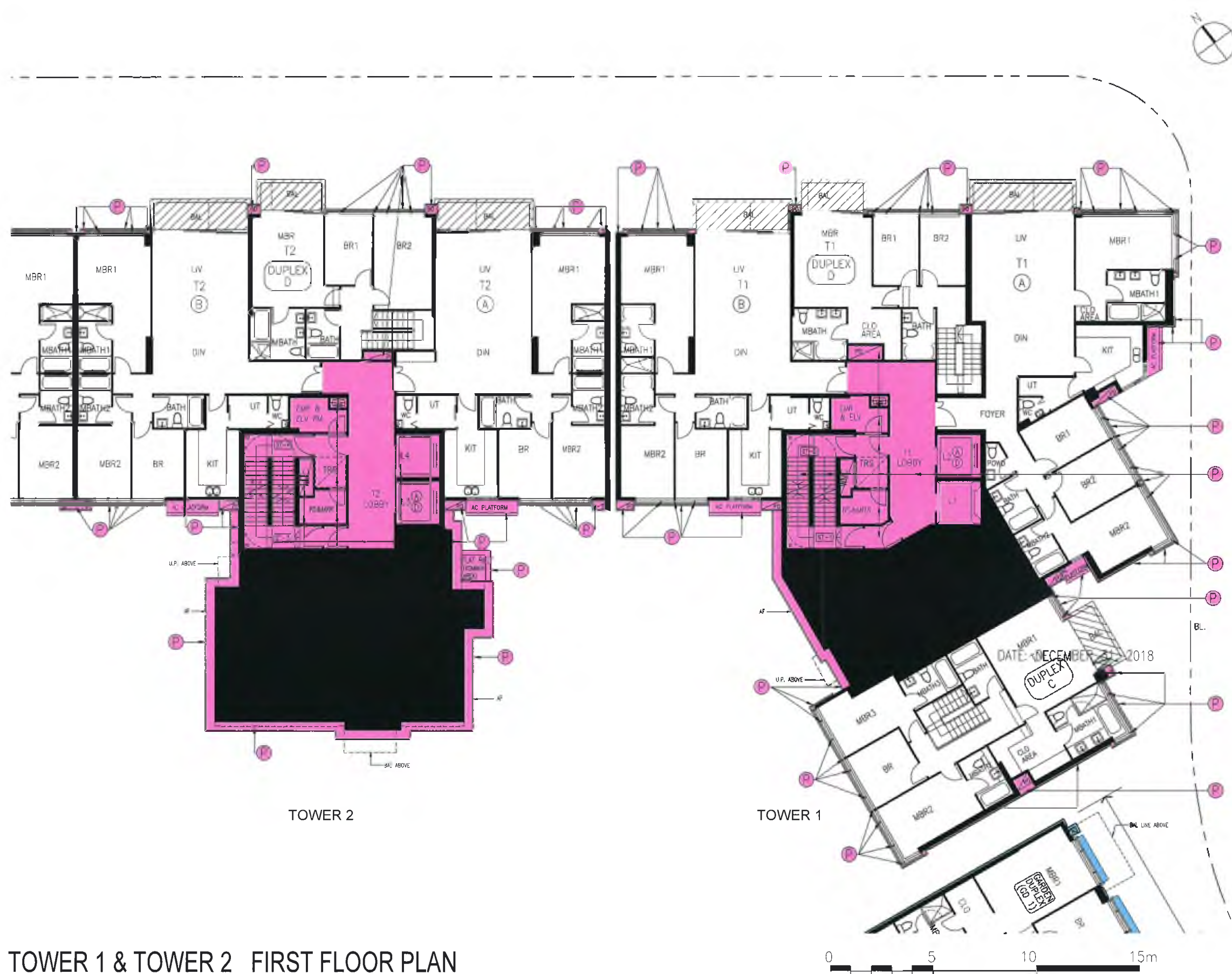
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAU TAK HO

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TK/CJ/20
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TOWER 1 & TOWER 2 FIRST FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

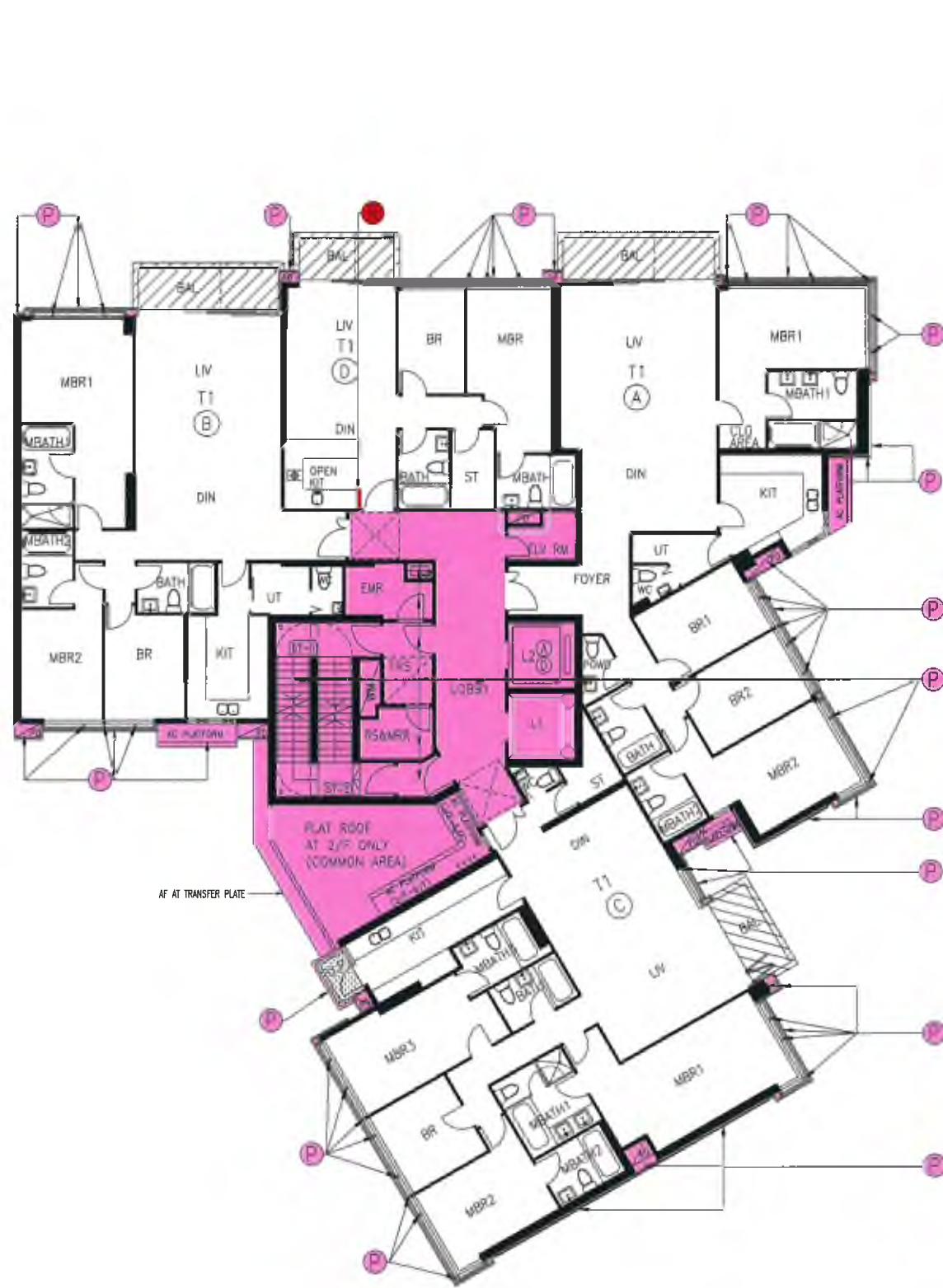
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

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DATE: JULY 22, 2020

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TOWER 1
2/F-6/F PLAN
(4/F OMITTED)

TOWER 1 FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



TOWER 1
7/F-12/F PLAN



LEGEND:	
	Y-YELLOW ESTATE COMMON AREAS AND FACILITIES
	I-INDIGO RESIDENTIAL COMMON AREAS AND FACILITIES
	P-PINK RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
	LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
	O-ORANGE CARPARK COMMON AREAS AND FACILITIES
	R-RED FRR WALL
	BALCONY (NON-ENCLOSED AREA)
	UTILITY PLATFORM (NON-ENCLOSED AREA)

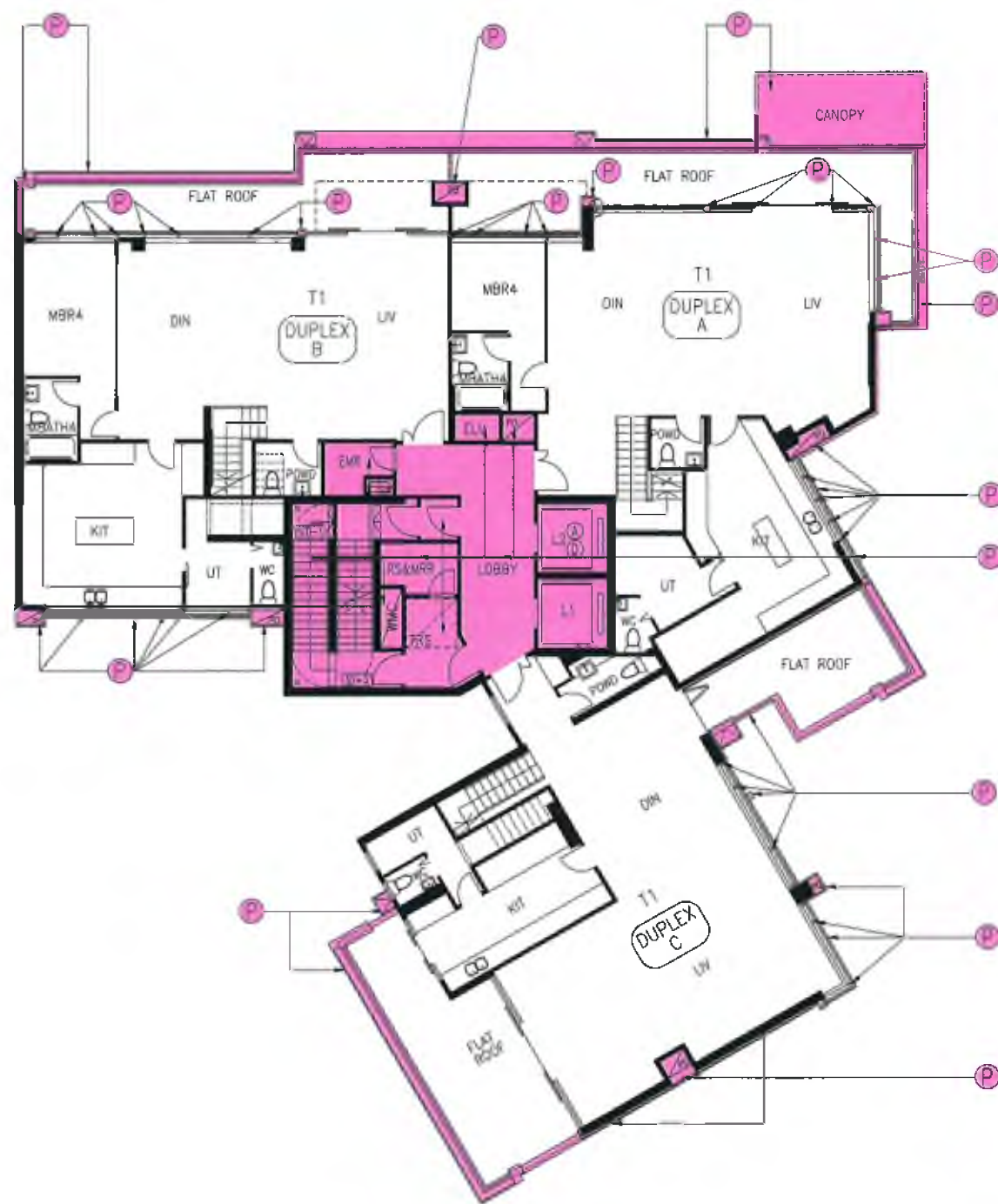
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

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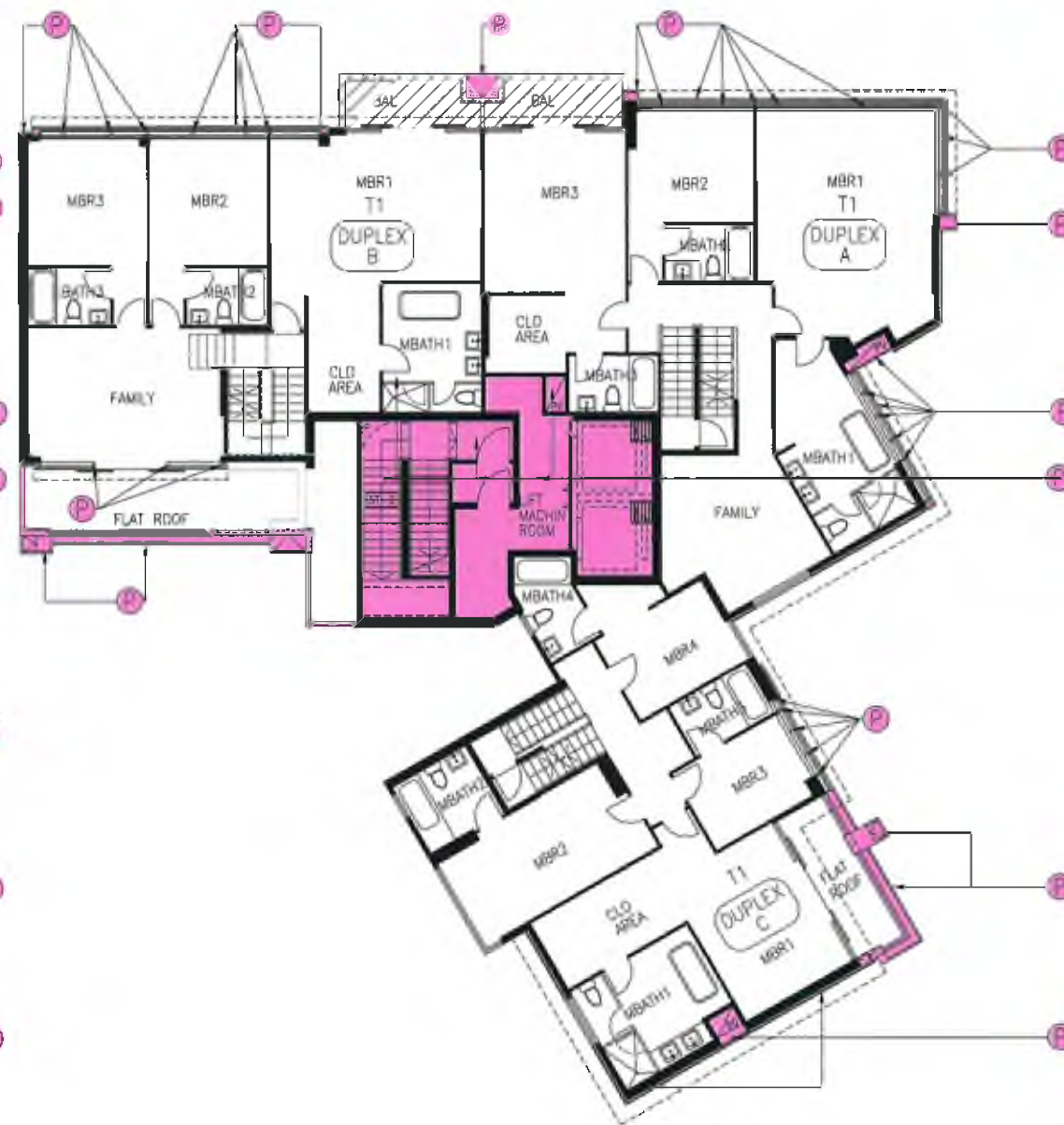
CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

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TOWER 1
15/F PLAN



TOWER 1
16/F PLAN



- LEGEND:
- Y-YELLOW ESTATE COMMON AREAS AND FACILITIES
 - I-INDIGO RESIDENTIAL COMMON AREAS AND FACILITIES
 - P-PINK RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
 - LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
 - O-ORANGE CARPARK COMMON AREAS AND FACILITIES
 - R-RED FRR WALL
 - BAL BALCONY (NON-ENCLOSED AREA)

TOWER 1 FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

0 5 10 15m

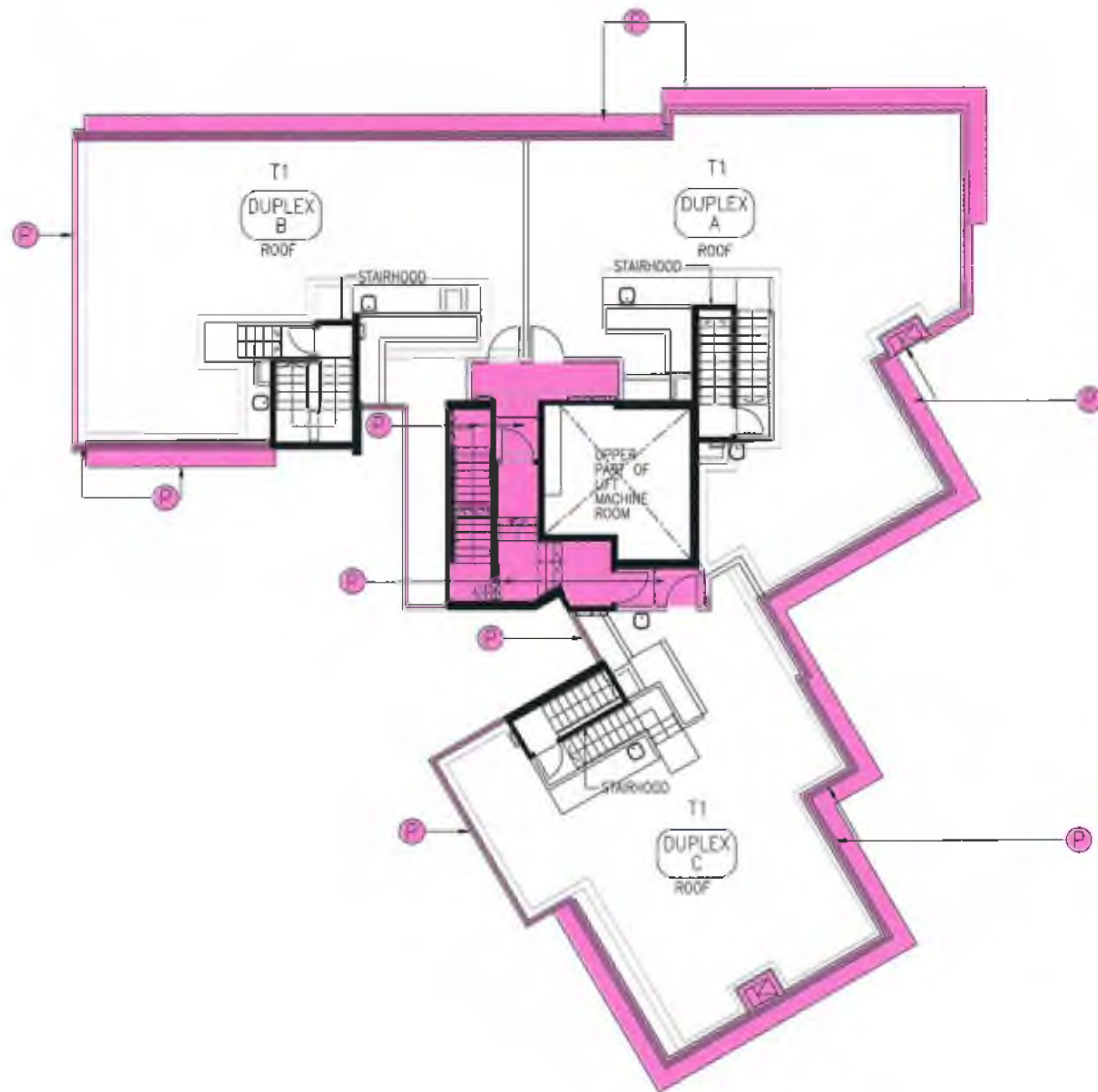
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DATE: JULY 22, 2020

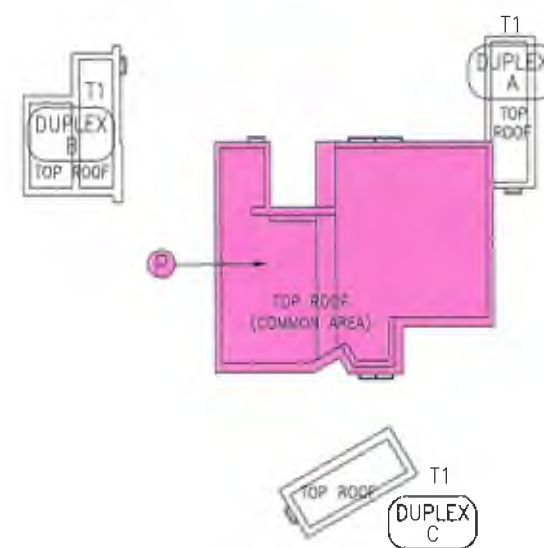
KC/TK/CJ/84
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TOWER 1
ROOF PLAN

TOWER 1 FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



TOWER 1
TOP ROOF PLAN



LEGEND:		
Y-YELLOW	ESTATE COMMON AREAS AND FACILITIES	
I-INDIGO	RESIDENTIAL COMMON AREAS AND FACILITIES	
P-PINK	RESIDENTIAL TOWER COMMON AREAS AND FACILITIES	
LI-LIGHT BLUE	RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES	
O-ORANGE	CARPARK COMMON AREAS AND FACILITIES	
R-RED	FRR WALL	

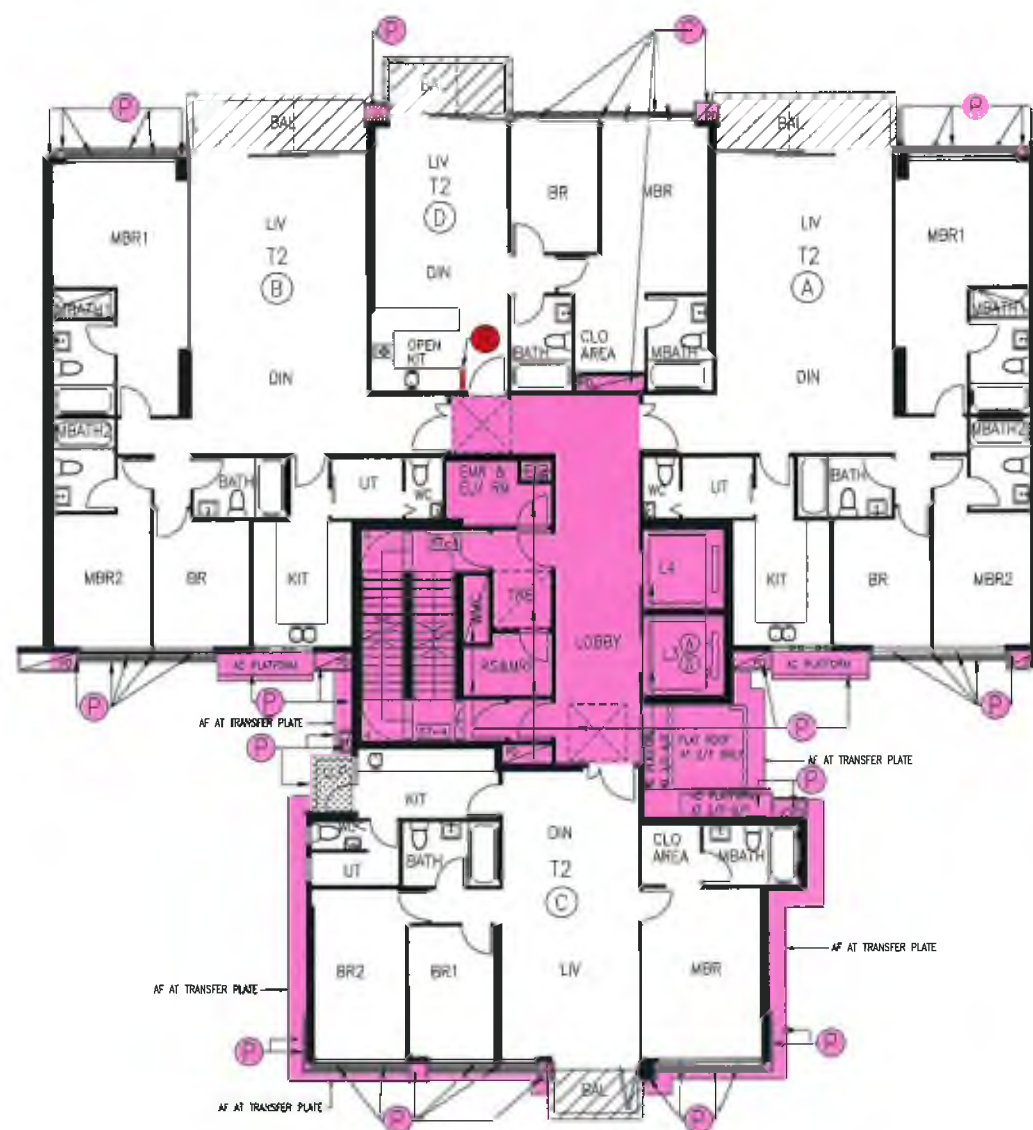
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CHAU TAK HO

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

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TOWER 2
2/F-6/F PLAN
(4/F OMITTED)

TOWER 2 FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



TOWER 2
7/F-12/F PLAN



LEGEND:		
Y-YELLOW	ESTATE COMMON AREAS AND FACILITIES	
I-INDIGO	RESIDENTIAL COMMON AREAS AND FACILITIES	
P-PINK	RESIDENTIAL TOWER COMMON AREAS AND FACILITIES	
LI-LIGHT BLUE	RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES	
O-ORANGE	CARPARK COMMON AREAS AND FACILITIES	
R-RED	FRR WALL	
BAL	BALCONY (NON-ENCLOSED AREA)	
UTP	UTILITY PLATFORM (NON-ENCLOSED AREA)	

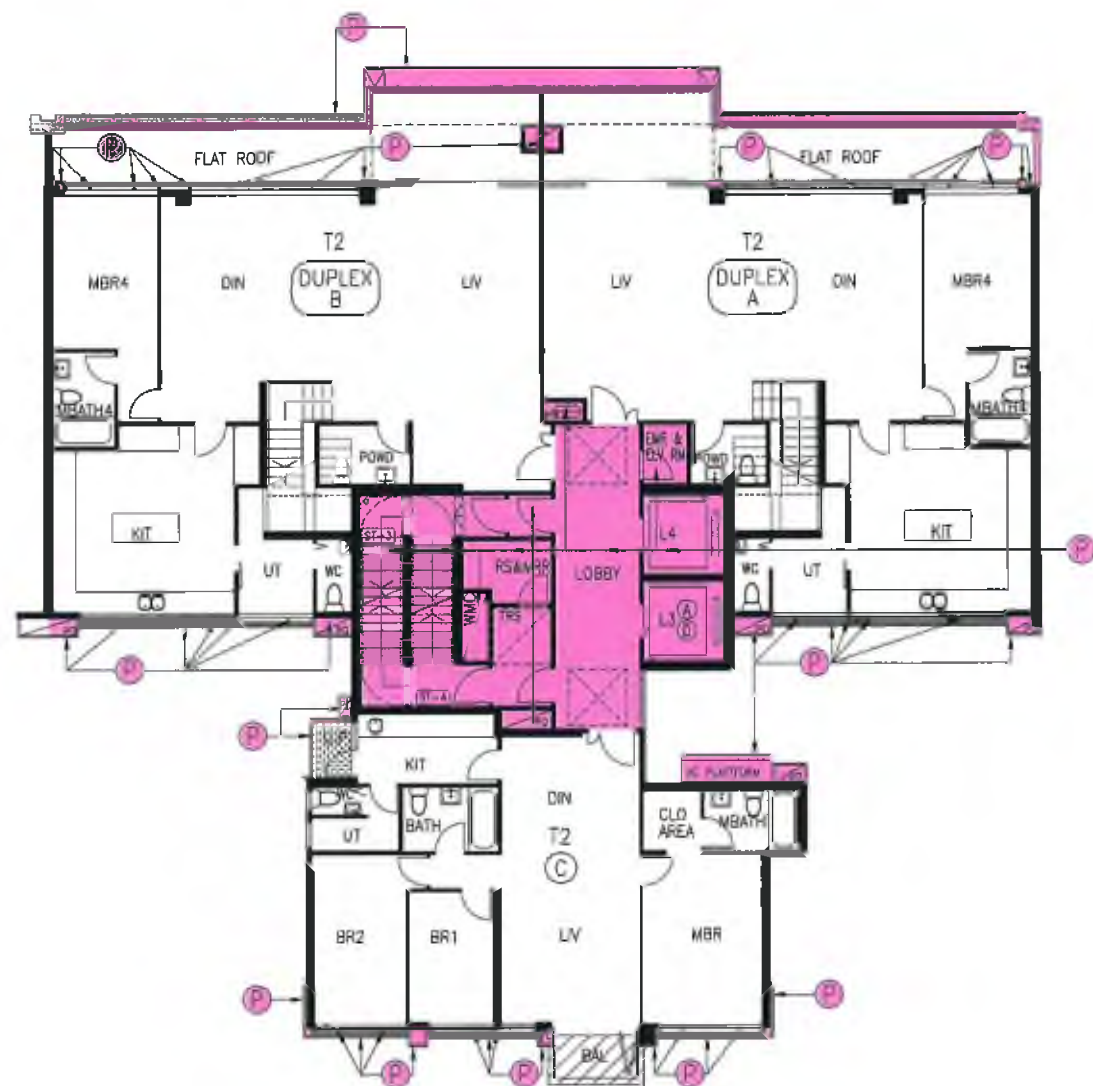
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CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

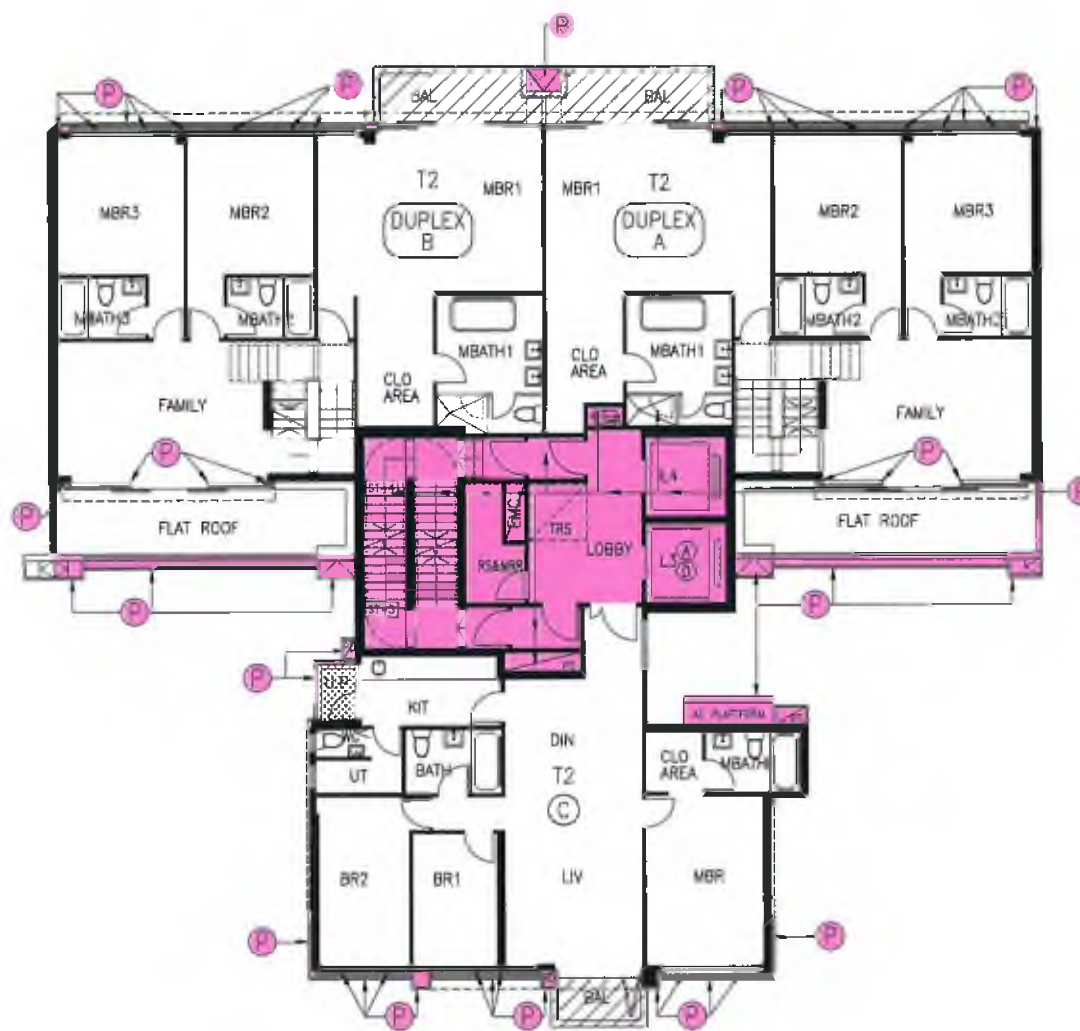
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TOWER 2
15/F PLAN

TOWER 2 FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



TOWER 2
16/F PLAN



Y-YELLOW	ESTATE COMMON AREAS AND FACILITIES
I-INDIGO	RESIDENTIAL COMMON AREAS AND FACILITIES
P-PINK	RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
LI-LIGHT BLUE	RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
O-ORANGE	CARPARK COMMON AREAS AND FACILITIES
R-RED	FRR WALL
BAL	BALCONY (NON-ENCLOSED AREA)
UT	UTILITY PLATFORM (NON-ENCLOSED AREA)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

[Signature]

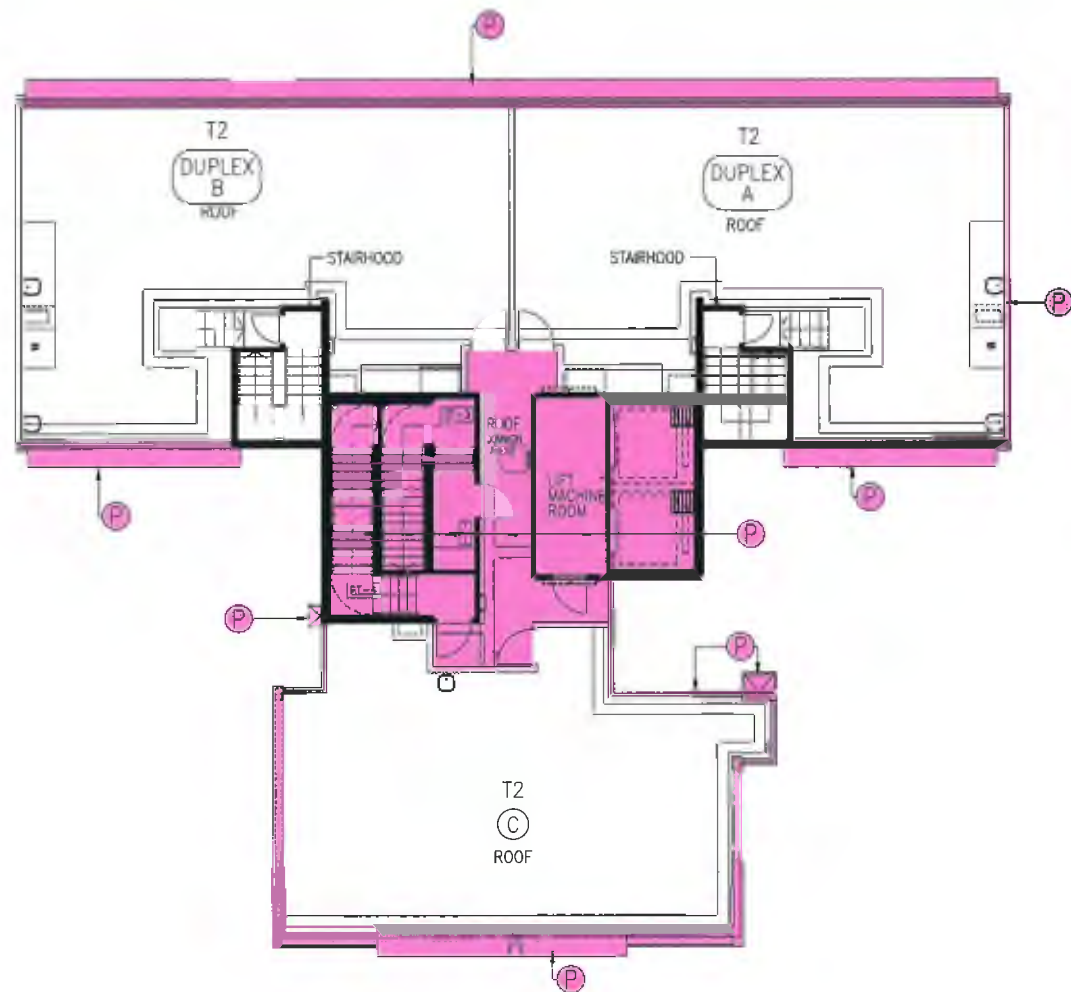
CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

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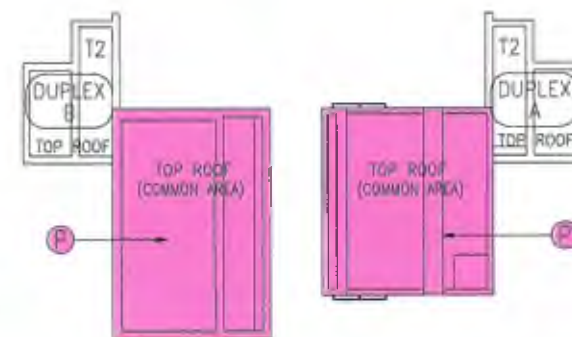
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I-INDIGO	RESIDENTIAL COMMON AREAS AND FACILITIES	
P-PINK	RESIDENTIAL TOWER COMMON AREAS AND FACILITIES	
LI-LIGHT BLUE	RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES	
O-ORANGE	CARPARK COMMON AREAS AND FACILITIES	
R-RED	FRR WALL	



TOWER 2
ROOF PLAN

TOWER 2 FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



TOWER 2
TOP ROOF PLAN

0 5 10 15m

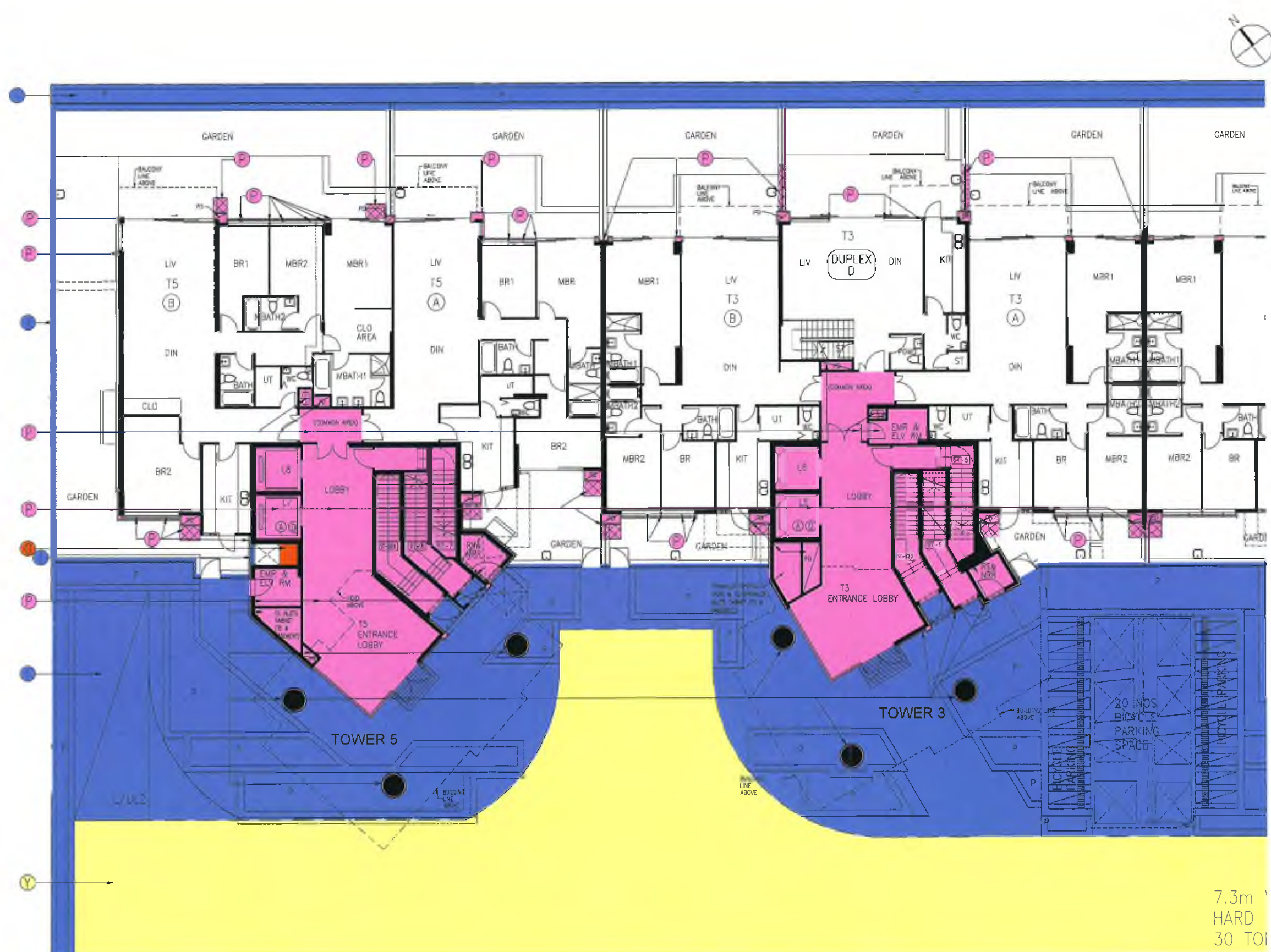
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CHAU TAK HO

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

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- LEGEND:
- Y-YELLOW ESTATE COMMON AREAS AND FACILITIES
 - I-INDIGO RESIDENTIAL COMMON AREAS AND FACILITIES
 - P-PINK RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
 - LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
 - O-ORANGE CARPARK COMMON AREAS AND FACILITIES
 - R-RED FRR WALL
 - SITE BOUNDARY

TOWER 3 & TOWER 5 GROUND FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

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CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/THK/CJ/OK
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- LEGEND:
- Y-YELLOW ESTATE COMMON AREAS AND FACILITIES
 - I-INDIGO RESIDENTIAL COMMON AREAS AND FACILITIES
 - P-PINK RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
 - LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
 - O-ORANGE CARPARK COMMON AREAS AND FACILITIES
 - R-RED FRR WALL
 - BAL BALCONY (NON-ENCLOSED AREA)
 - UP UTILITY PLATFORM (NON-ENCLOSED AREA)
 - SITE BOUNDARY



TOWER 3 & TOWER 5 FIRST FLOOR PLAN

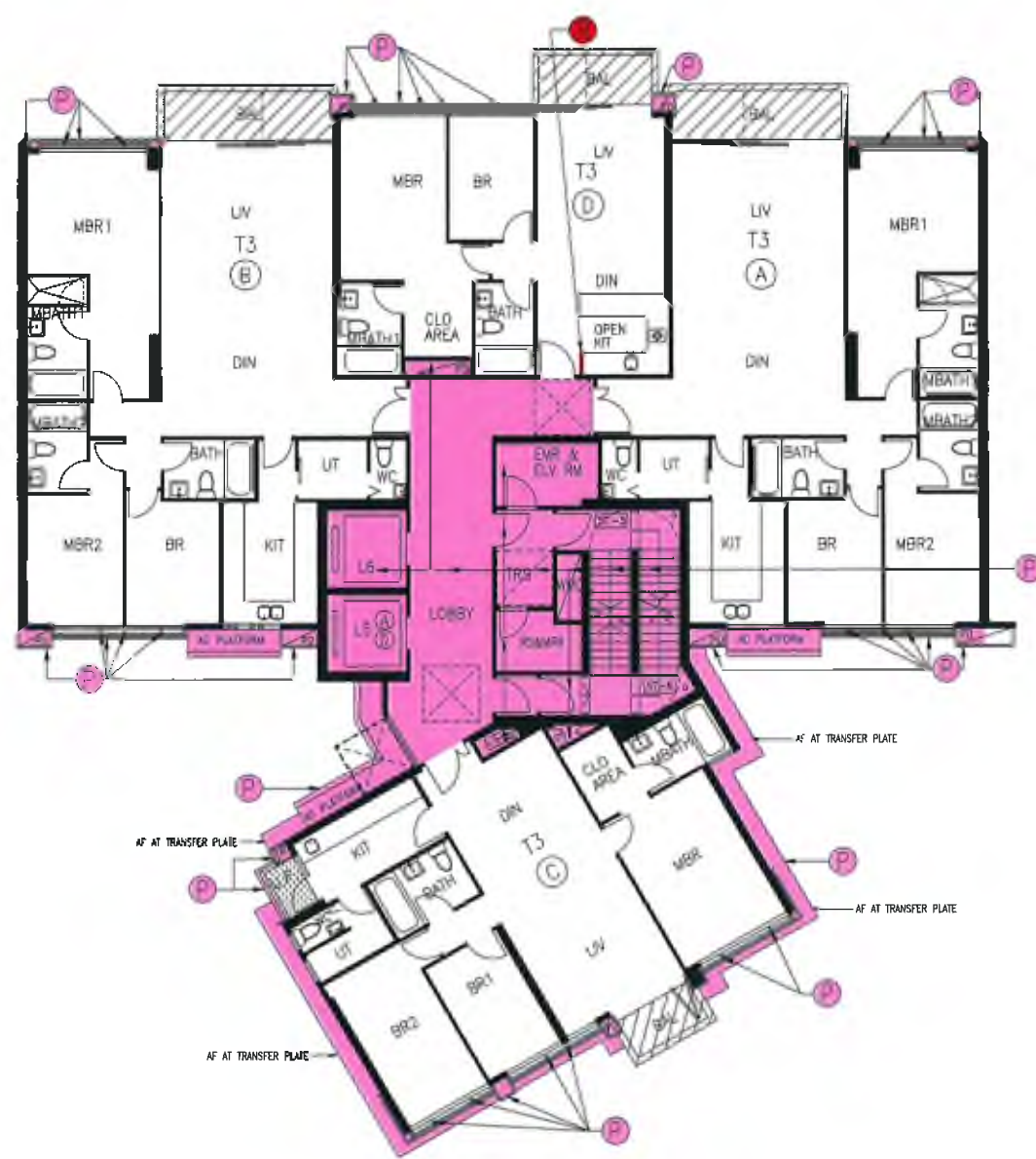
TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



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CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT



TOWER 3
2/F-6/F PLAN
(4/F OMITTED)

TOWER 3 FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



TOWER 3
7/F-12/F PLAN



- LEGEND:
- Y-YELLOW ESTATE COMMON AREAS AND FACILITIES
 - I-INDIGO RESIDENTIAL COMMON AREAS AND FACILITIES
 - P-PINK RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
 - LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
 - O-ORANGE CARPARK COMMON AREAS AND FACILITIES
 - R-RED FRR WALL
 - BAL BALCONY (NON-ENCLOSED AREA)
 - UP UTILITY PLATFORM (NON-ENCLOSED AREA)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

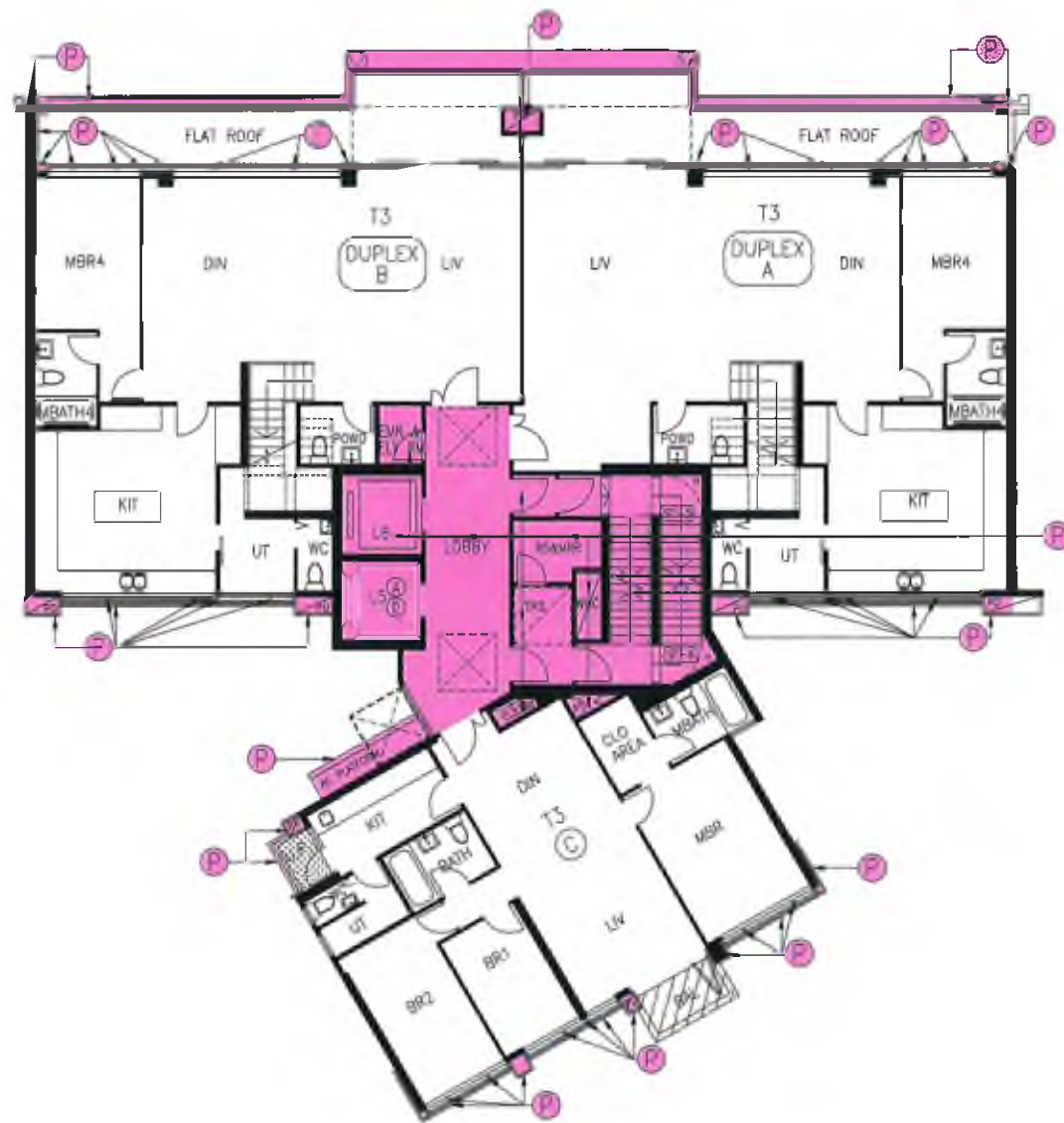
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CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020
KC/TK/CJ/SP
PAGE 19/49



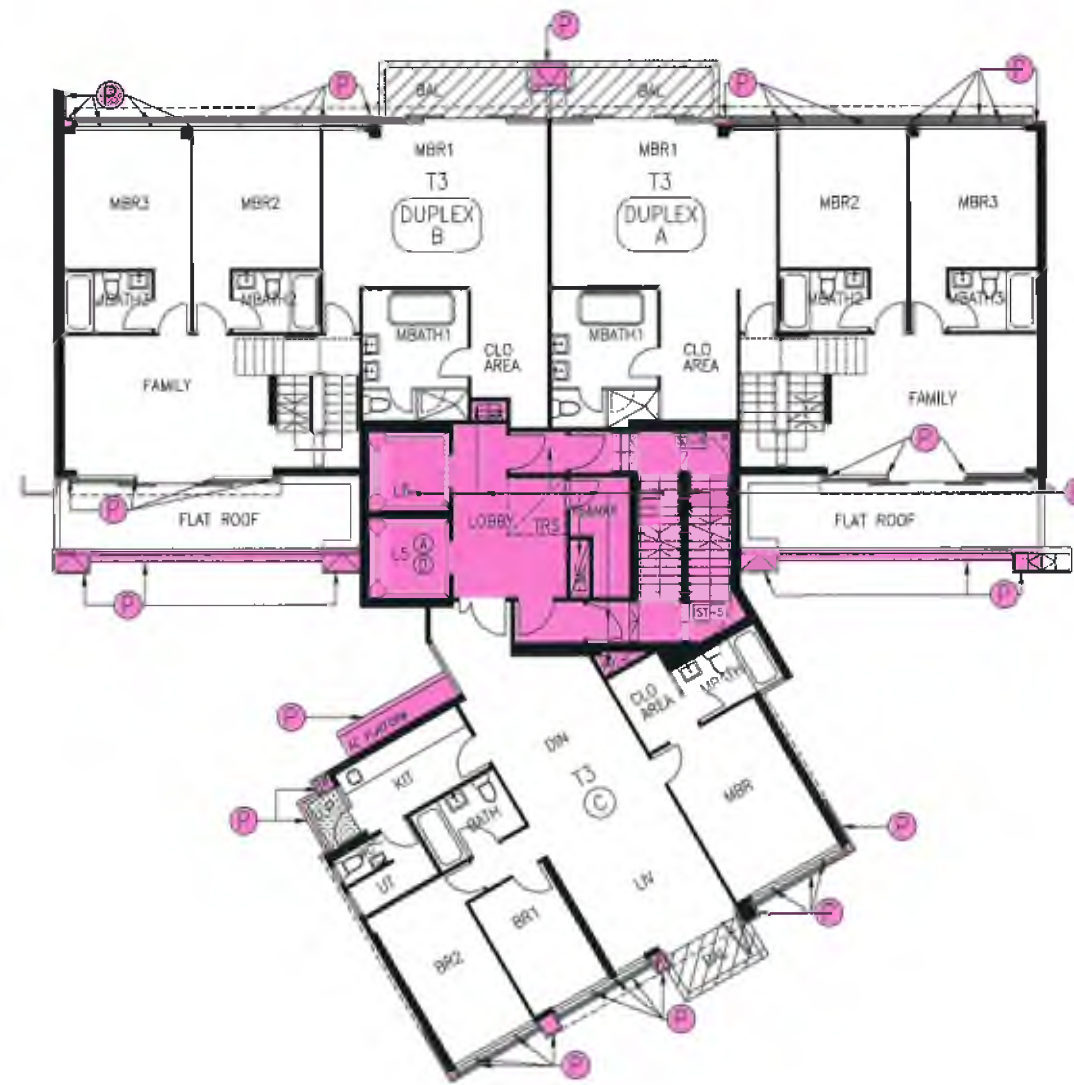
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 - LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
 - O-ORANGE CARPARK COMMON AREAS AND FACILITIES
 - R-RED FRR WALL
 - BAL BALCONY (NON-ENCLOSED AREA)
 - U.P. UTILITY PLATFORM (NON-ENCLOSED AREA)



TOWER 3
15/F PLAN

TOWER 3 FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



TOWER 3
16/F PLAN

0 5 10 15m

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

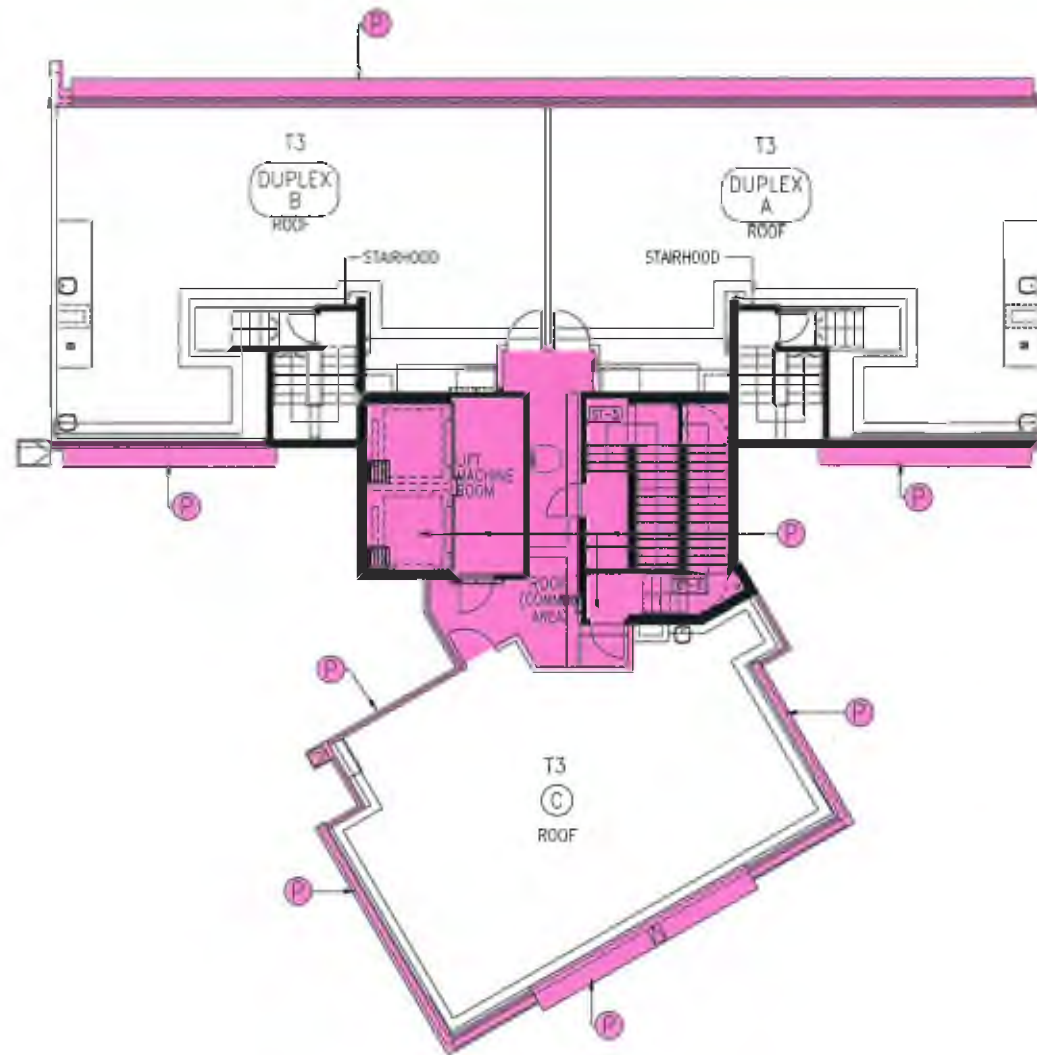
CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

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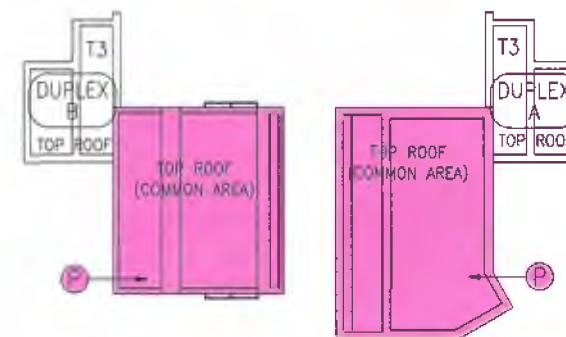
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I-INDIGO	RESIDENTIAL COMMON AREAS AND FACILITIES	
P-PINK	RESIDENTIAL TOWER COMMON AREAS AND FACILITIES	
LI-LIGHT BLUE	RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES	
O-ORANGE	CARPARK COMMON AREAS AND FACILITIES	
R-RED	FRR WALL	



TOWER 3
ROOF PLAN

TOWER 3 FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



TOWER 3
TOP ROOF PLAN



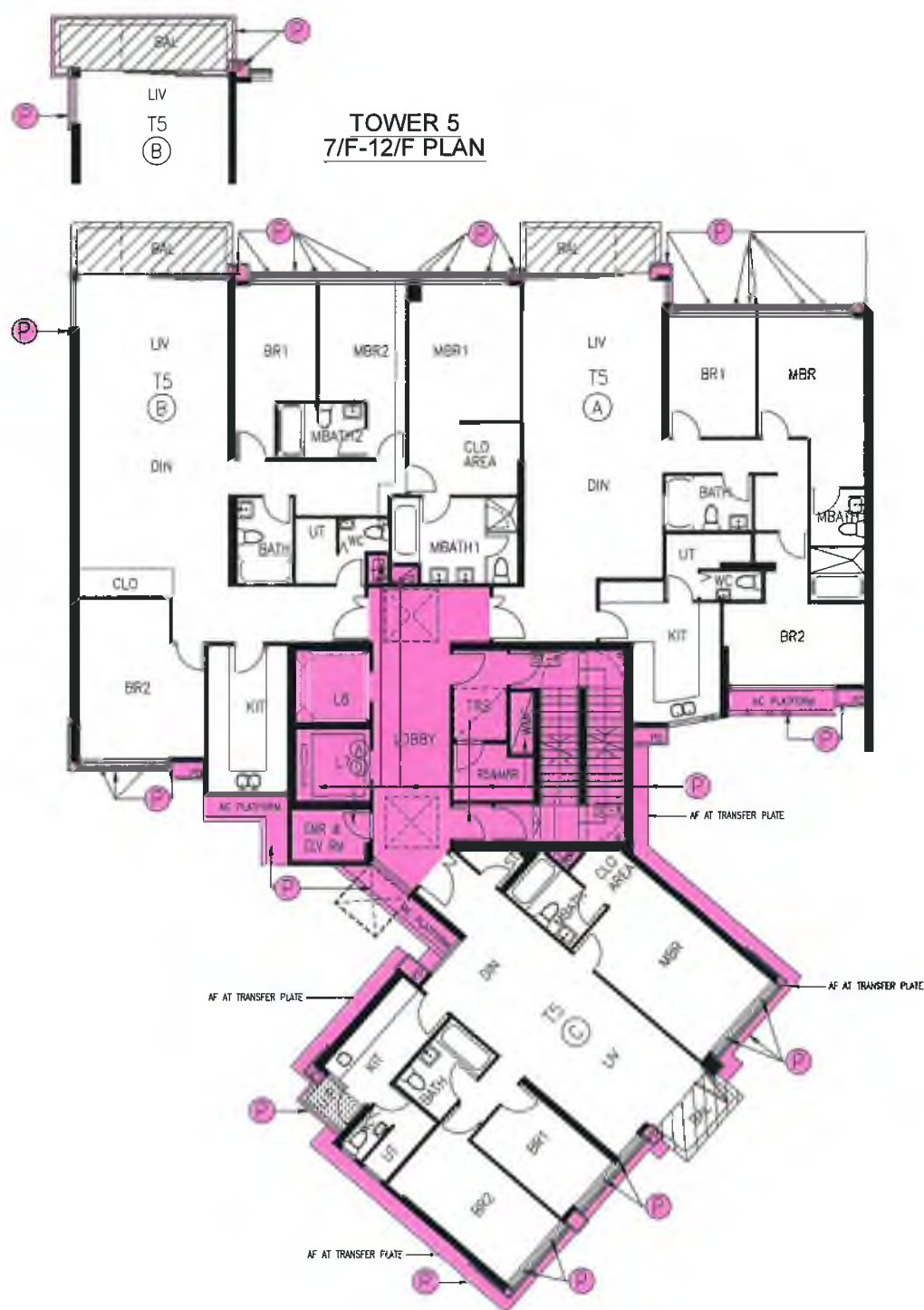
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

[Signature]

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

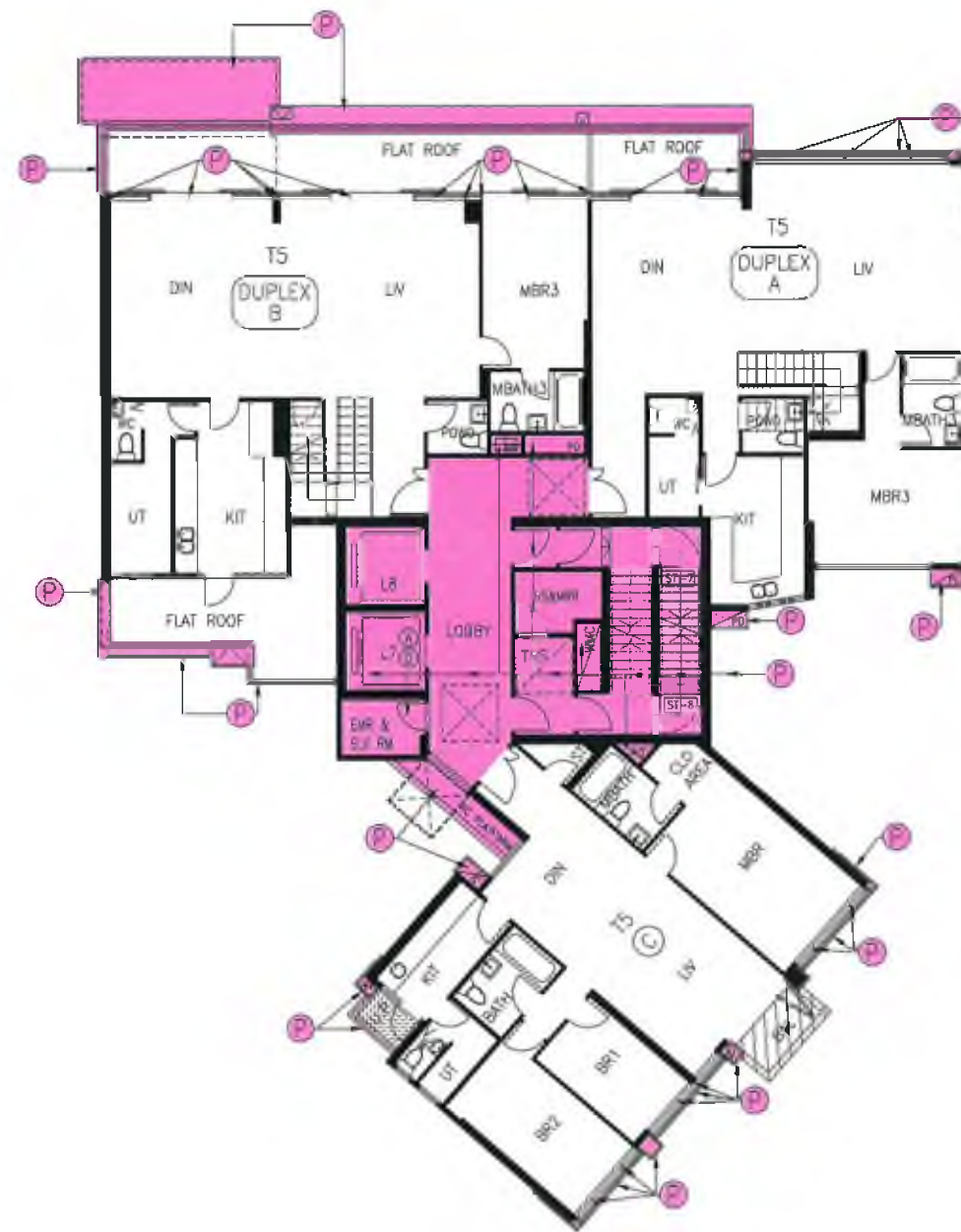
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TOWER 5
7/F-12/F PLAN
(4/F OMITTED)

TOWER 5 FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



TOWER 5
15/F PLAN



LEGEND:		
Y-YELLOW	ESTATE COMMON AREAS AND FACILITIES	
I-INDIGO	RESIDENTIAL COMMON AREAS AND FACILITIES	
P-PINK	RESIDENTIAL TOWER COMMON AREAS AND FACILITIES	
LI-LIGHT BLUE	RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES	
O-ORANGE	CARPARK COMMON AREAS AND FACILITIES	
R-RED	FRR WALL	
BAL	BALCONY (NON-ENCLOSED AREA)	
UP	UTILITY PLATFORM (NON-ENCLOSED AREA)	

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAU TAK HO

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

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TOWER 5
16/F PLAN

TOWER 5 FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



TOWER 5
ROOF PLAN

0 5 10 15m

LEGEND:

Y-YELLOW	ESTATE COMMON AREAS AND FACILITIES
I-INDIGO	RESIDENTIAL COMMON AREAS AND FACILITIES
P-PINK	RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
LI-LIGHT BLUE	RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
O-ORANGE	CARPARK COMMON AREAS AND FACILITIES
R-RED	FRR WALL
BAL	BALCONY (NON-ENCLOSED AREA)
U.P.	UTILITY PLATFORM (NON-ENCLOSED AREA)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

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CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

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TOWER 6A&6B GROUND FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

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AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TK/CJ/SH
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LEGEND:

- Y-YELLOW ESTATE COMMON AREAS AND FACILITIES
- I-INDIGO RESIDENTIAL COMMON AREAS AND FACILITIES
- P-PINK RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
- LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
- O-ORANGE CARPARK COMMON AREAS AND FACILITIES
- R-RED FRR WALL
- BAL BALCONY (NON-ENCLOSED AREA)
- SITE BOUNDARY

0 5 10 15m

TOWER 6A&6B FIRST FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

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AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

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LEGEND:

- Y-YELLOW ESTATE COMMON AREAS AND FACILITIES
- I-INDIGO RESIDENTIAL COMMON AREAS AND FACILITIES
- P-PINK RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
- LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
- O-ORANGE CARPARK COMMON AREAS AND FACILITIES
- R-RED FRR WALL
- BAL BALCONY (NON-ENCLOSED AREA)

0 5 10 15m

TOWER 6A&6B 2/F-16/F PLAN (4/F, 13/F, 14/F OMITTED)

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

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CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TK/CJ/SP
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LEGEND:

● Y	Y-YELLOW	ESTATE COMMON AREAS AND FACILITIES
● I	I-INDIGO	RESIDENTIAL COMMON AREAS AND FACILITIES
● P	P-PINK	RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
● LI	LI-LIGHT BLUE	RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
● O	O-ORANGE	CARPARK COMMON AREAS AND FACILITIES
● R	R-RED	FRR WALL

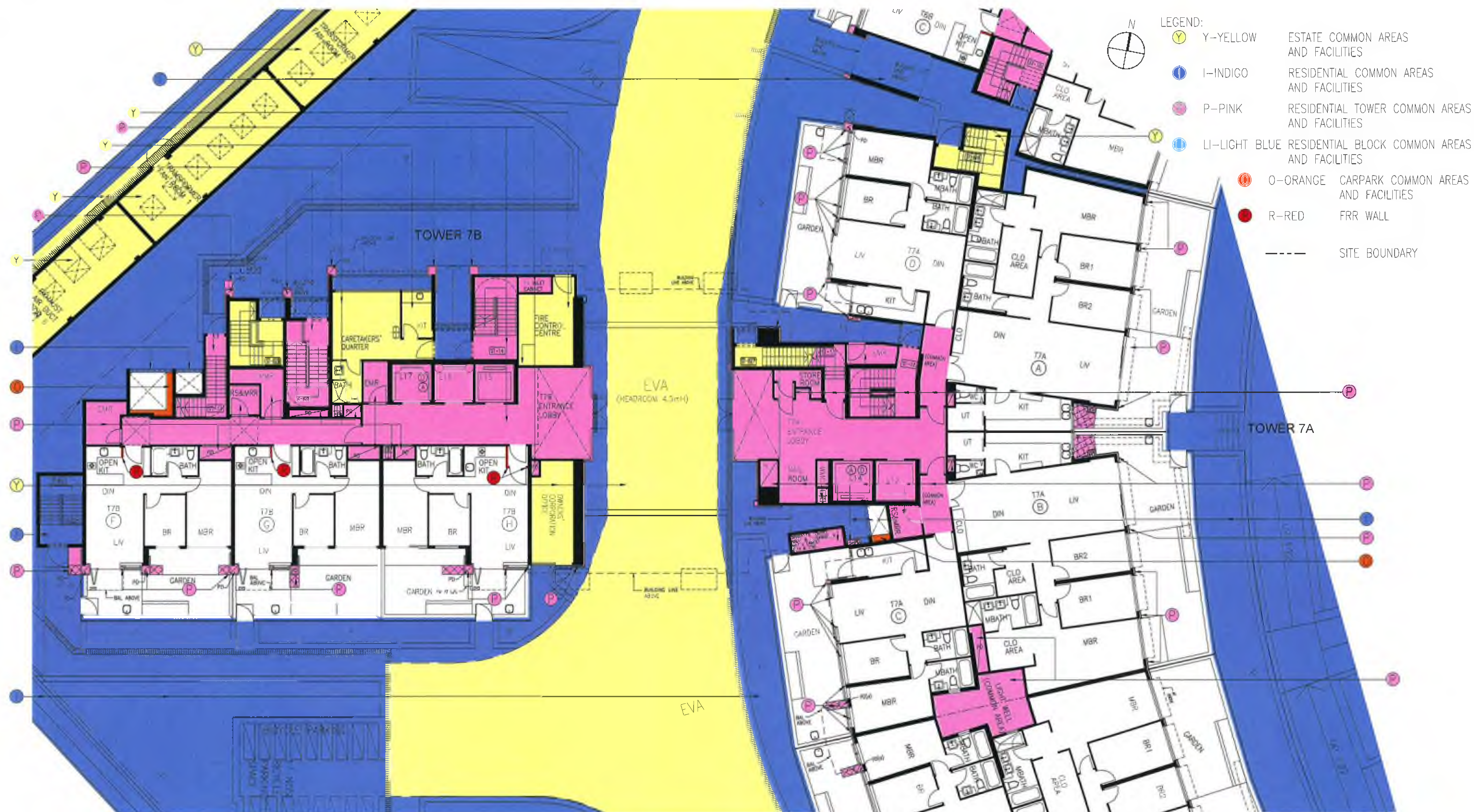


TOWER 6A&6B R/F PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
 AUTHORIZED PERSON-ARCHITECT



TOWER 7A&7B GROUND FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



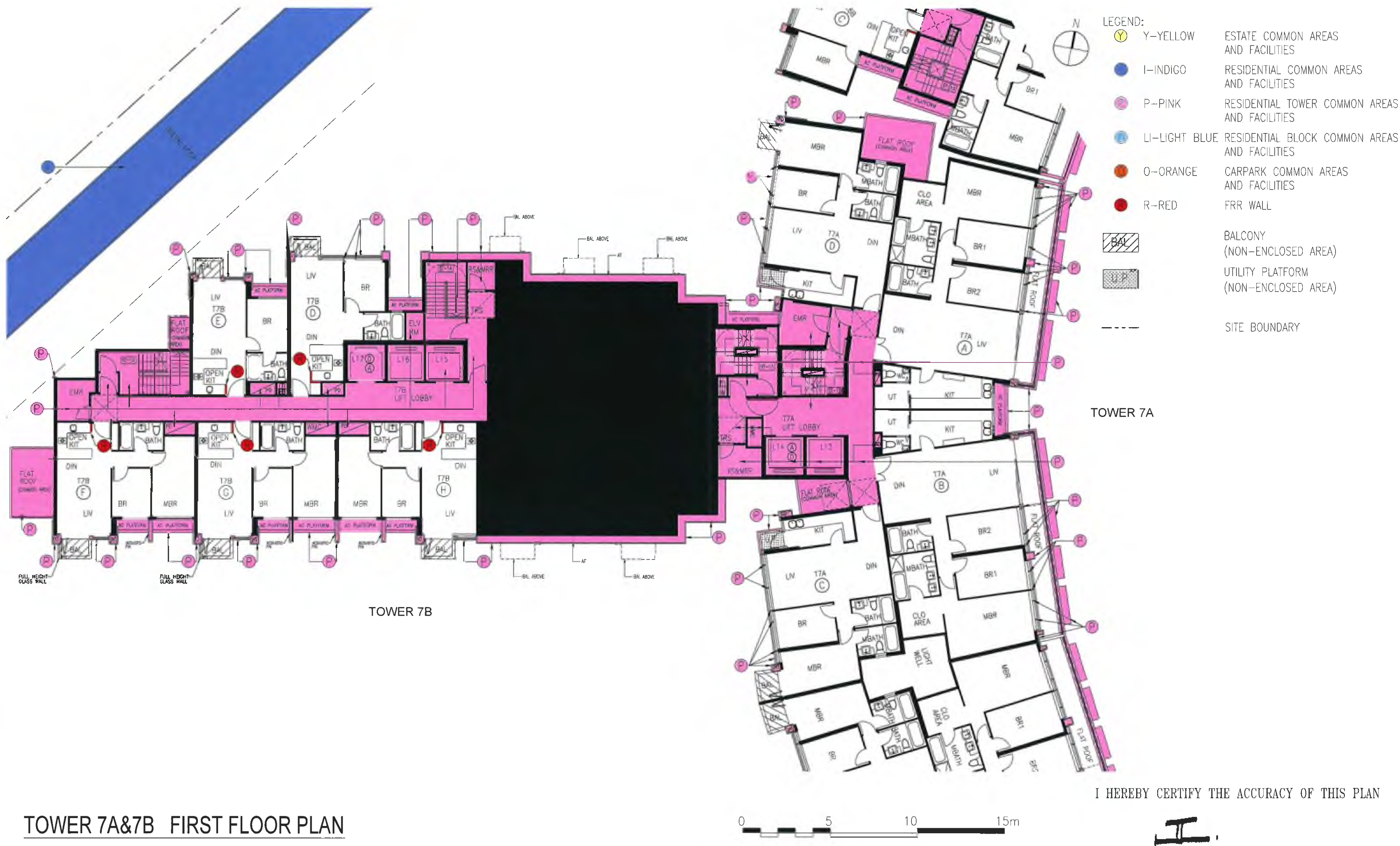
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CHAU TAK HO

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

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TOWER 7A&7B 2/F - 15/F PLAN (4/F, 13/F, 14/F OMITTED)

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAU TAK HO

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

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TOWER 7A&7B 16/F PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

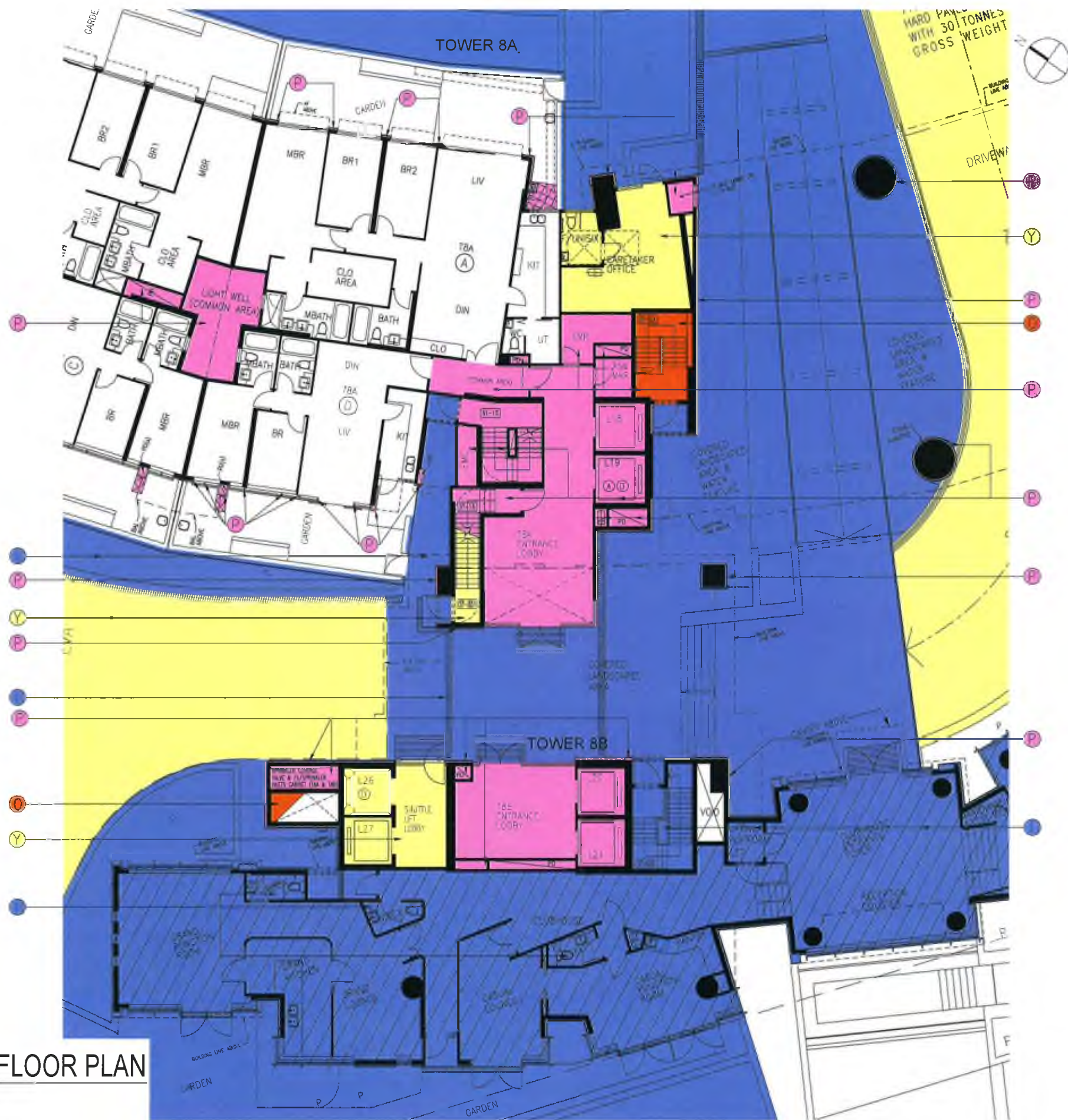
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

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CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TH/CJ/SK
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- LEGEND:
- Y-YELLOW ESTATE COMMON AREAS AND FACILITIES
 - I-INDIGO RESIDENTIAL COMMON AREAS AND FACILITIES
 - P-PINK RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
 - LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
 - O-ORANGE CARPARK COMMON AREAS AND FACILITIES
 - R-RED FRR WALL
 - I-INDIGO RECREATIONAL FACILITIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
 - SITE BOUNDARY

TOWER 8A&8B GROUND FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

I.

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TH/CJ/3/20
PAGE 33/49



TOWER 8A&8B FIRST FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

I

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

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TOWER 8A&8B 2/F PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



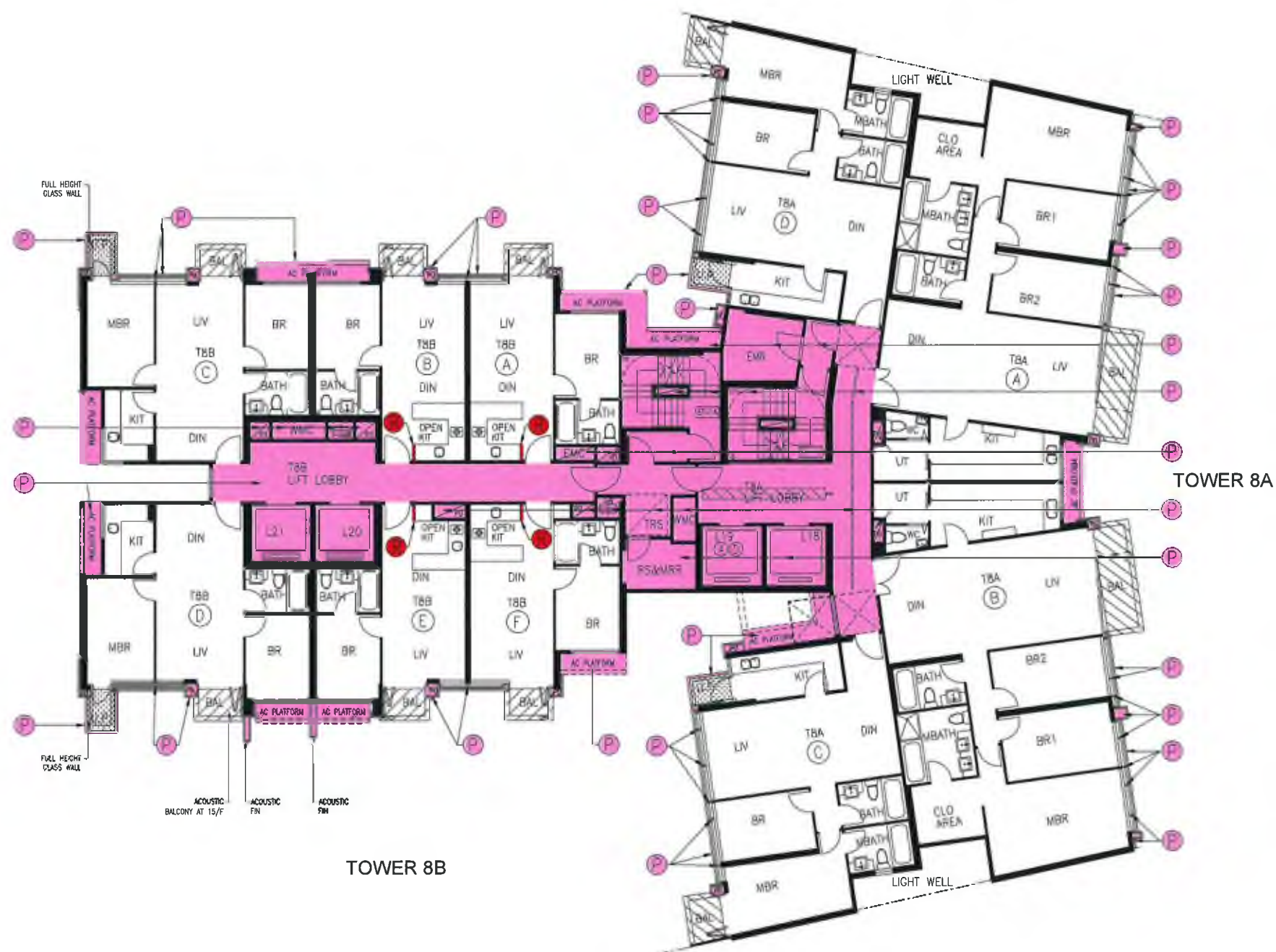
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

I

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TH/CJ/94
PAGE 35/49



TOWER 8A&8B 3/F-15/F PLAN (4/F, 13/F, 14/F OMITTED)

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



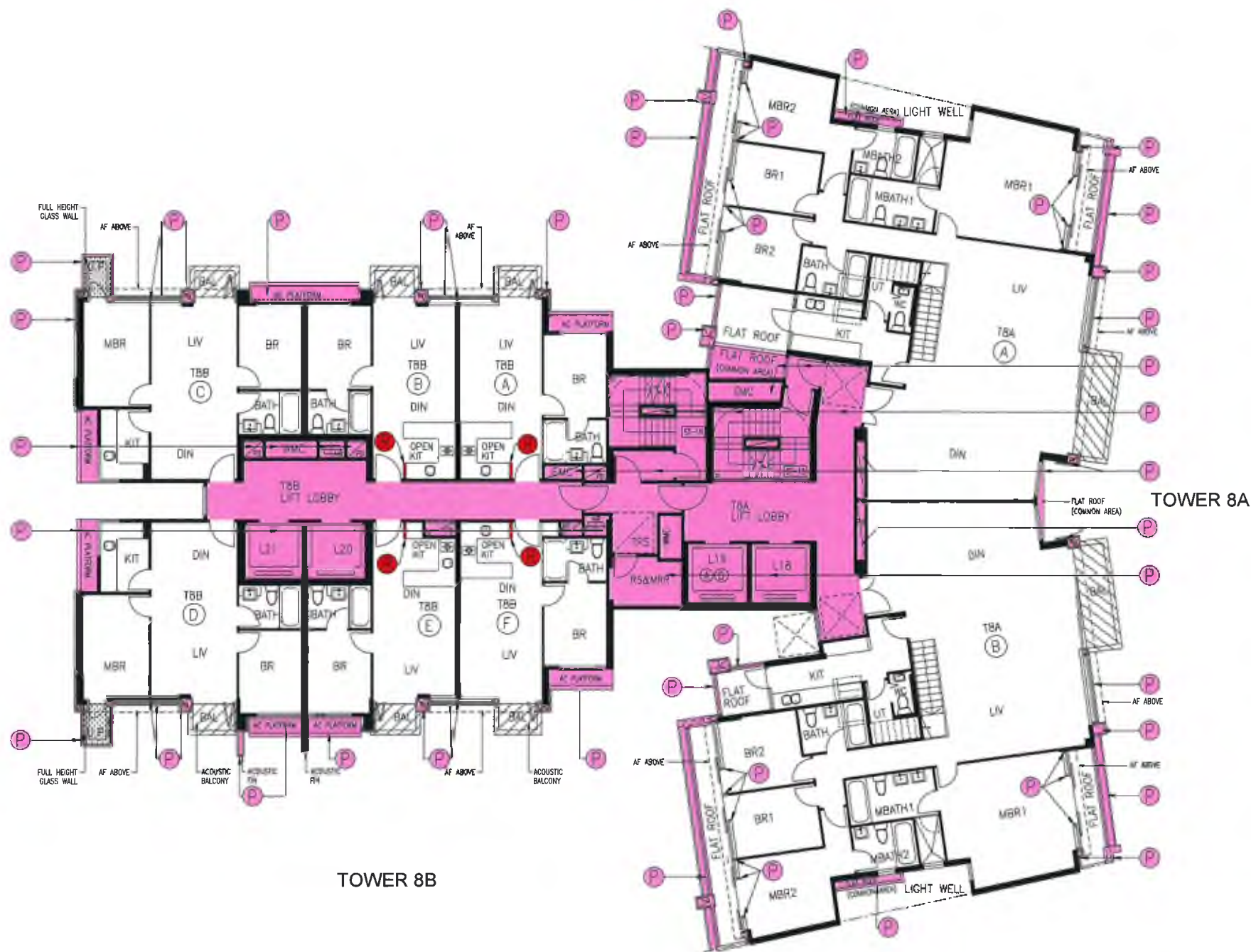
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

II

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TAK/CJ/SK
PAGE 36/49



TOWER 8A&8B 16/F PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

0 5 10 15m

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

II

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TK/CJ/SK
PAGE 37/49



TOWER 8A&8B R/F PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



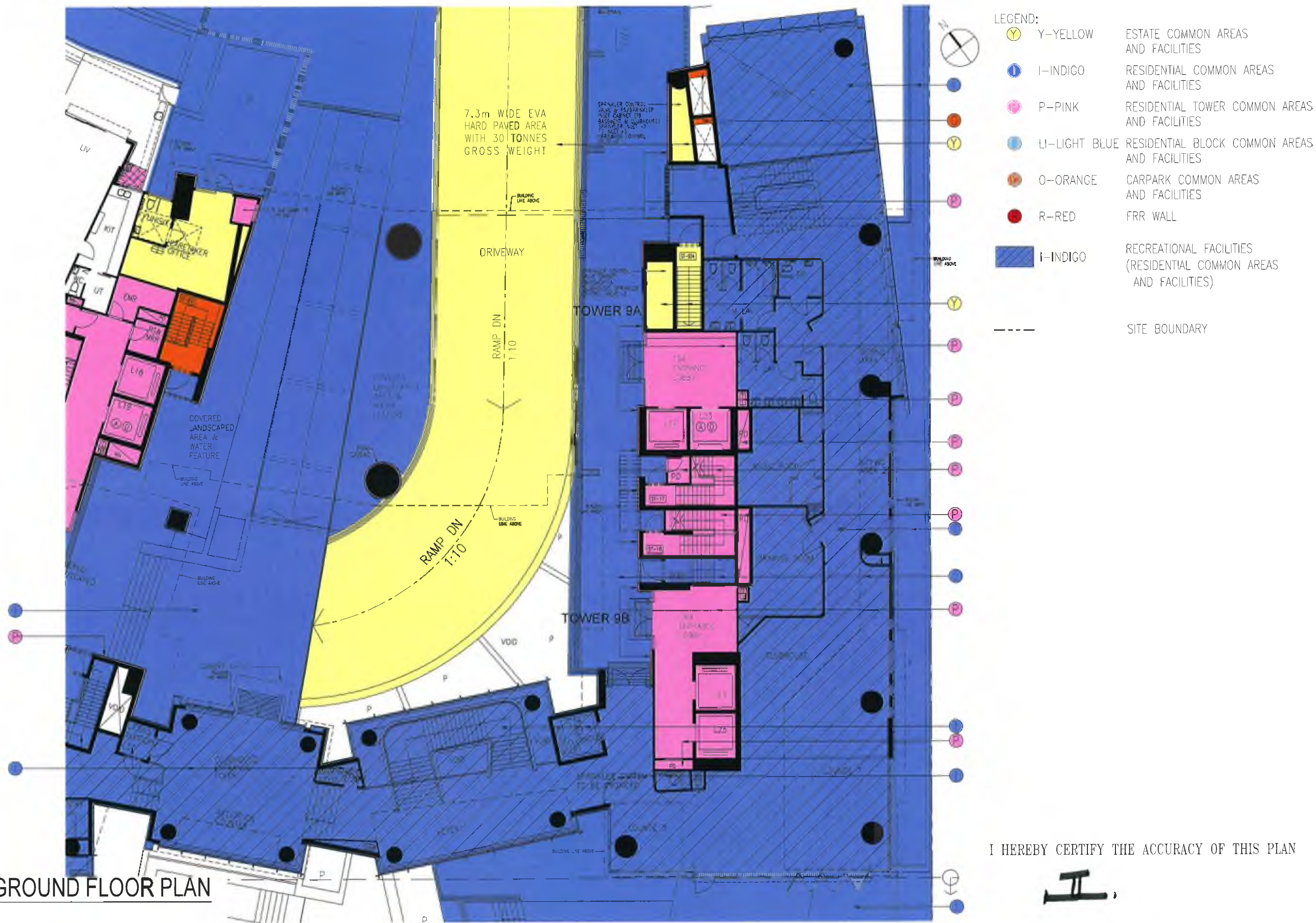
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

II

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TH/21/20
PAGE 38/49



TOWER 9A&9B GROUND FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

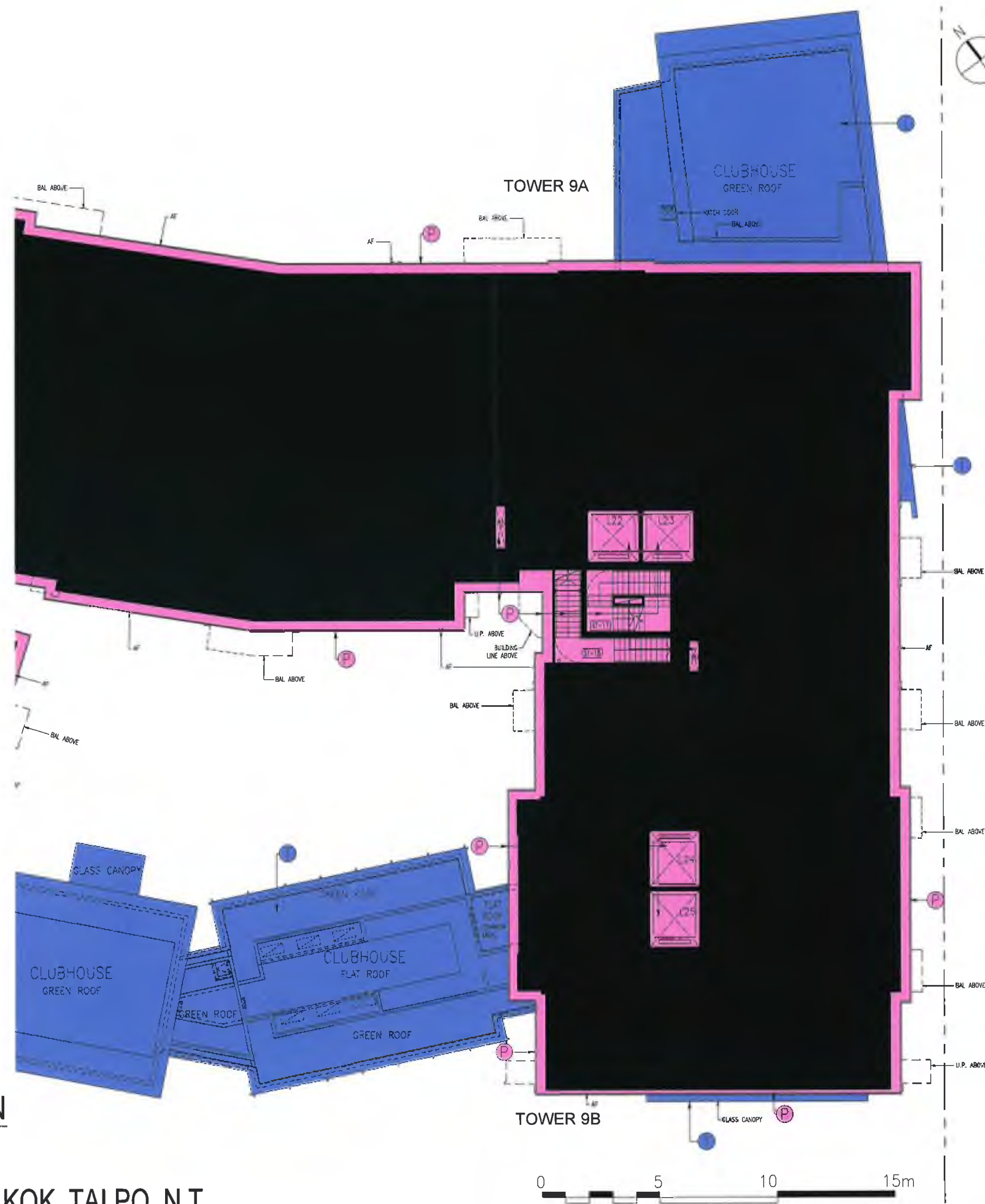
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAU TAK HO

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TK/CJ/84
PAGE 39/49



- LEGEND:
- | | |
|---------------|---|
| Y-YELLOW | ESTATE COMMON AREAS AND FACILITIES |
| I-INDIGO | RESIDENTIAL COMMON AREAS AND FACILITIES |
| P-PINK | RESIDENTIAL TOWER COMMON AREAS AND FACILITIES |
| LI-LIGHT BLUE | RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES |
| O-ORANGE | CARPARK COMMON AREAS AND FACILITIES |
| R-RED | FRR WALL |
| --- | SITE BOUNDARY |

TOWER 9A&9B FIRST FLOOR PLAN

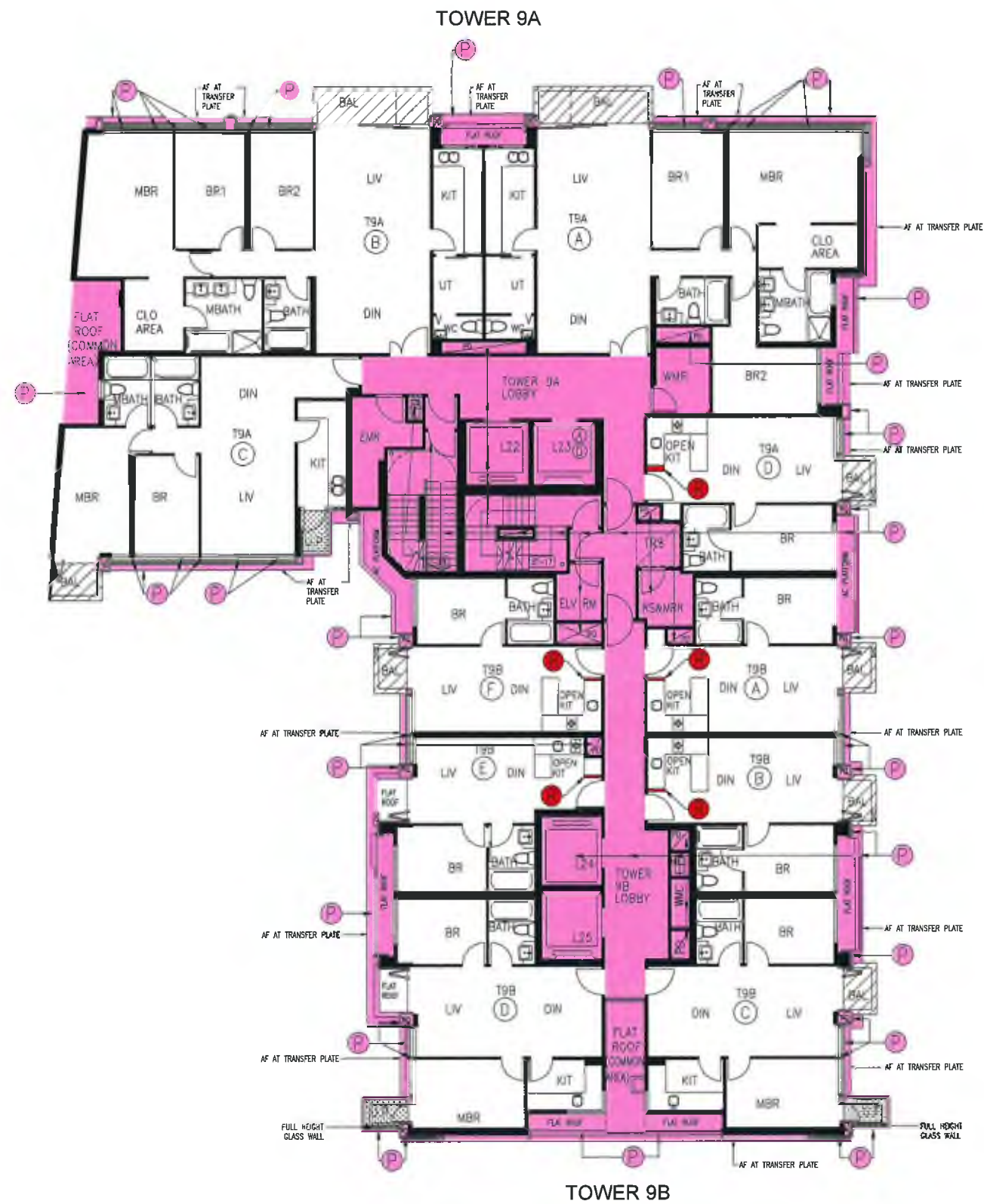
TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/THK/CJ/84
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LEGEND:

Y-YELLOW ESTATE COMMON AREAS AND FACILITIES

I-INDIGO RESIDENTIAL COMMON AREAS AND FACILITIES

P-PINK RESIDENTIAL TOWER COMMON AREAS AND FACILITIES

LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES

O-ORANGE CARPARK COMMON AREAS AND FACILITIES

R-RED FRR WALL

BAL BALCONY (NON-ENCLOSED AREA)

UP UTILITY PLATFORM (NON-ENCLOSED AREA)

TOWER 9A&9B 2/F PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



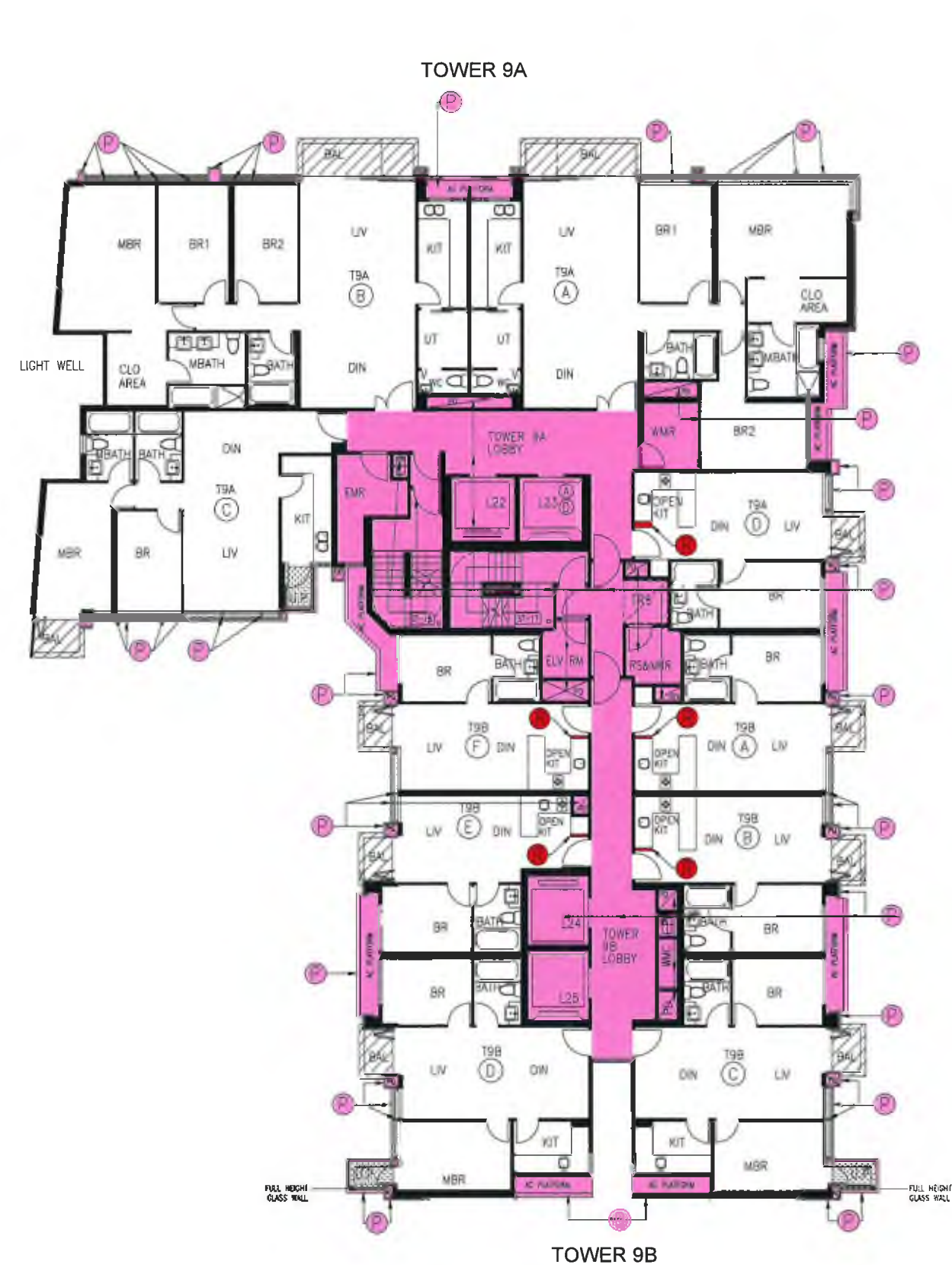
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

[Signature]

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TK/CJ/20
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TOWER 9A&9B 3/F-15/F PLAN (4/F, 13/F, 14/F OMITTED)

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

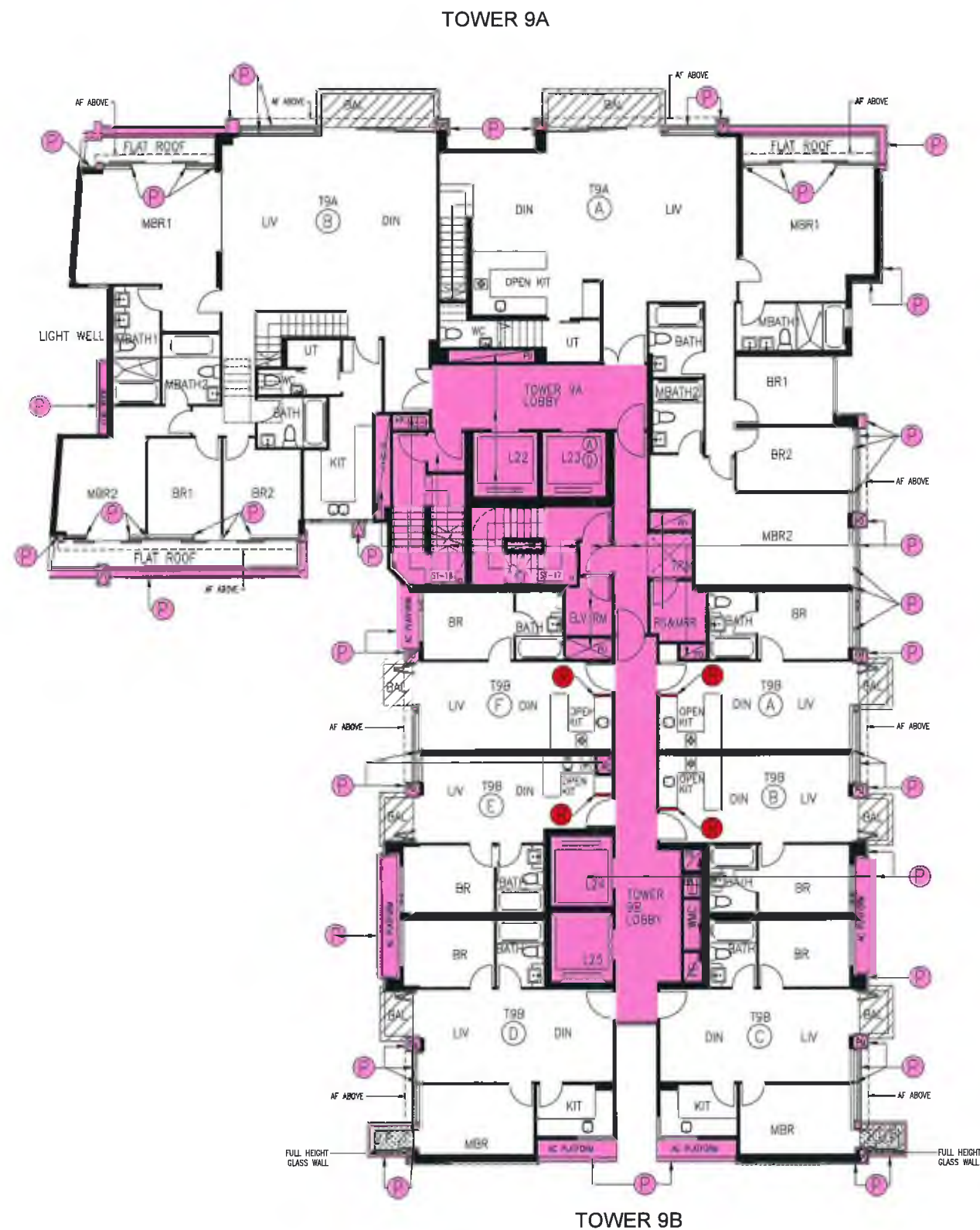
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CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TH/CJ/SK
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TOWER 9A&9B 16/F PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



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CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

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TOWER 9A&9B R/F PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAU TAK HO

CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TR/CJ/86
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- LEGEND:
- Y-YELLOW ESTATE COMMON AREAS AND FACILITIES
 - I-INDIGO RESIDENTIAL COMMON AREAS AND FACILITIES
 - P-PINK RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
 - LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
 - O-ORANGE CARPARK COMMON AREAS AND FACILITIES
 - R-RED FRR WALL
 - SITE BOUNDARY

BLOCK H1 & H2 GROUND FLOOR PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

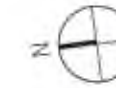
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

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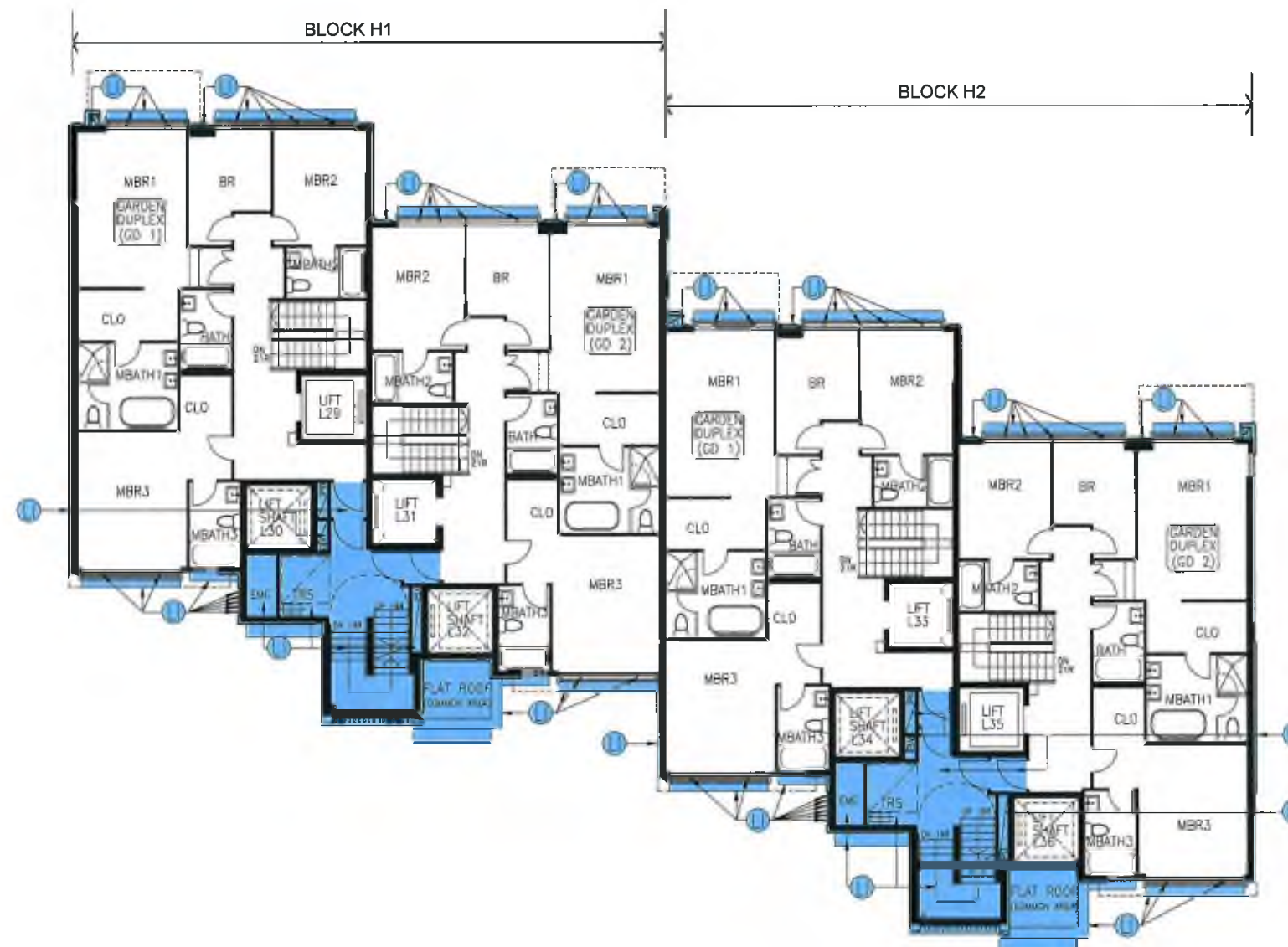
CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/HK/CJ/SR
PAGE 45/49



- LEGEND:
- Y-YELLOW ESTATE COMMON AREAS AND FACILITIES
 - I-INDIGO RESIDENTIAL COMMON AREAS AND FACILITIES
 - P-PINK RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
 - LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
 - O-ORANGE CARPARK COMMON AREAS AND FACILITIES
 - R-RED FRR WALL



BLOCK H1 & H2 1/F PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN



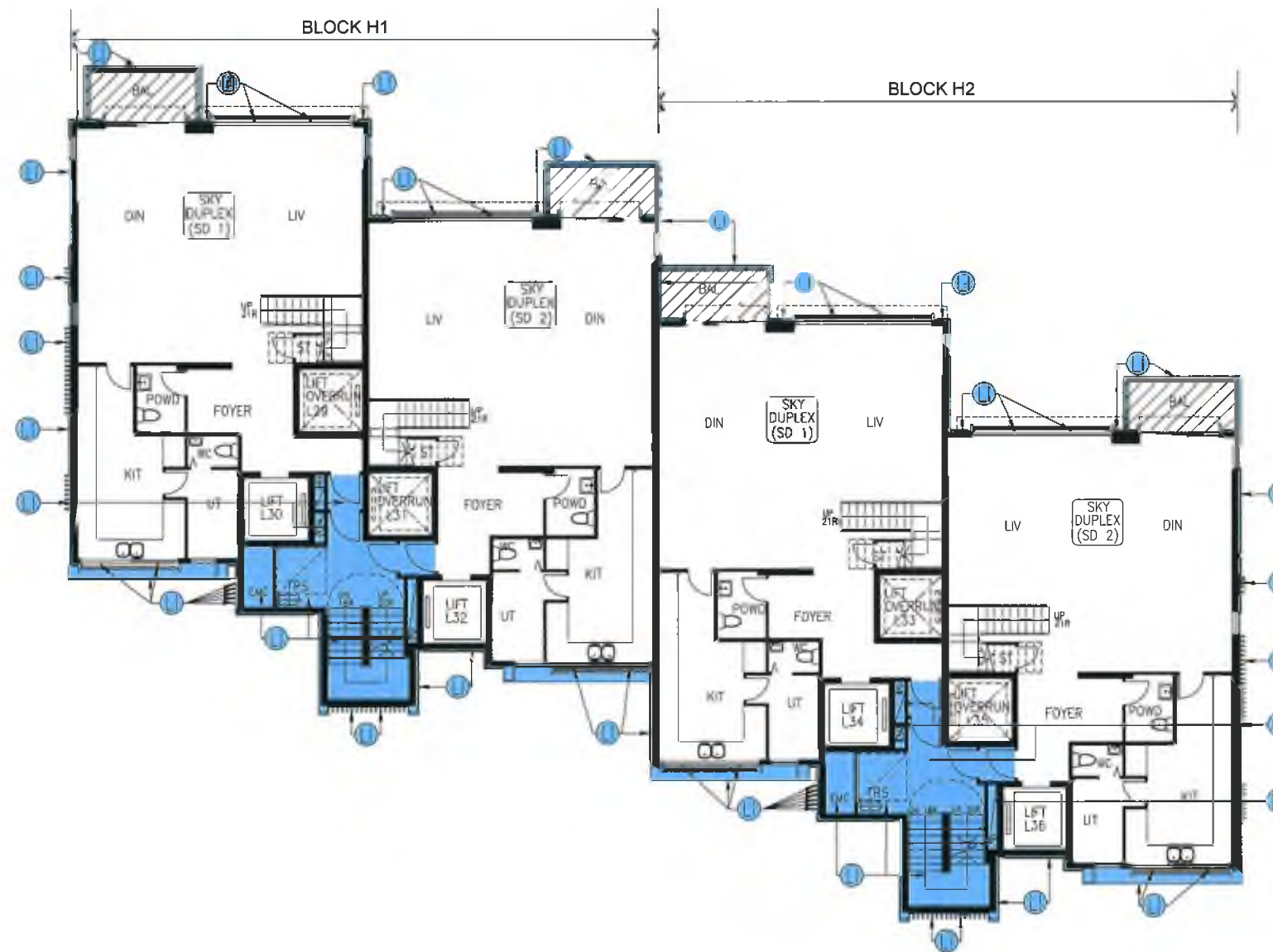
CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TK/CJ/SK
PAGE 46/49



LEGEND:		
Y-YELLOW	ESTATE COMMON AREAS AND FACILITIES	
I-INDIGO	RESIDENTIAL COMMON AREAS AND FACILITIES	
P-PINK	RESIDENTIAL TOWER COMMON AREAS AND FACILITIES	
LI-LIGHT BLUE	RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES	
O-ORANGE	CARPARK COMMON AREAS AND FACILITIES	
R-RED	FRR WALL	
BAL	BALCONY (NON-ENCLOSED AREA)	



BLOCK H1 & H2 2/F PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



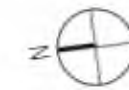
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

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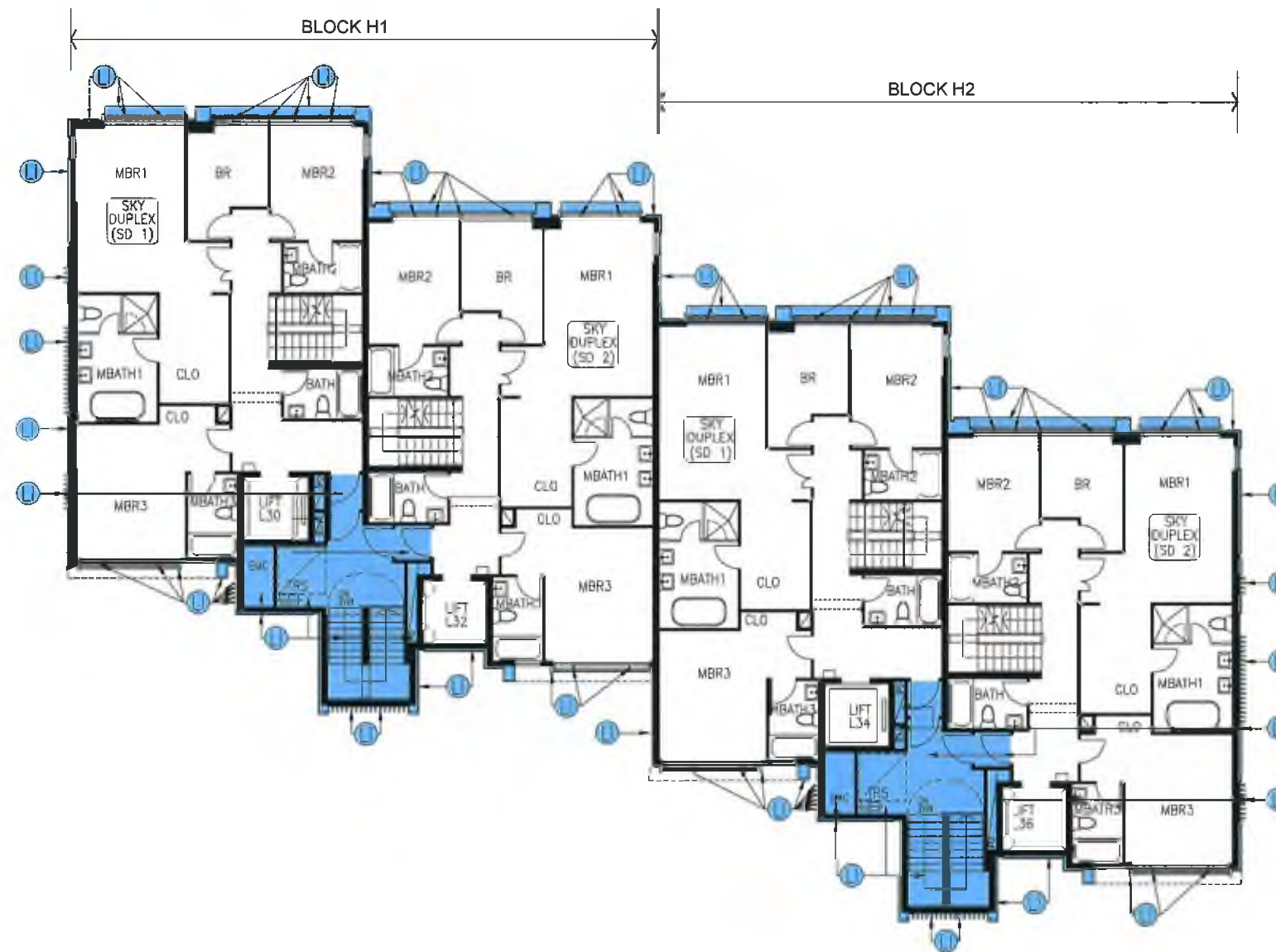
CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

KC/TK/CJ/20
PAGE 47/49



- LEGEND:
- Y-YELLOW ESTATE COMMON AREAS AND FACILITIES
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 - P-PINK RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
 - LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
 - O-ORANGE CARPARK COMMON AREAS AND FACILITIES
 - R-RED FRR WALL



BLOCK H1 & H2 3/F PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

II

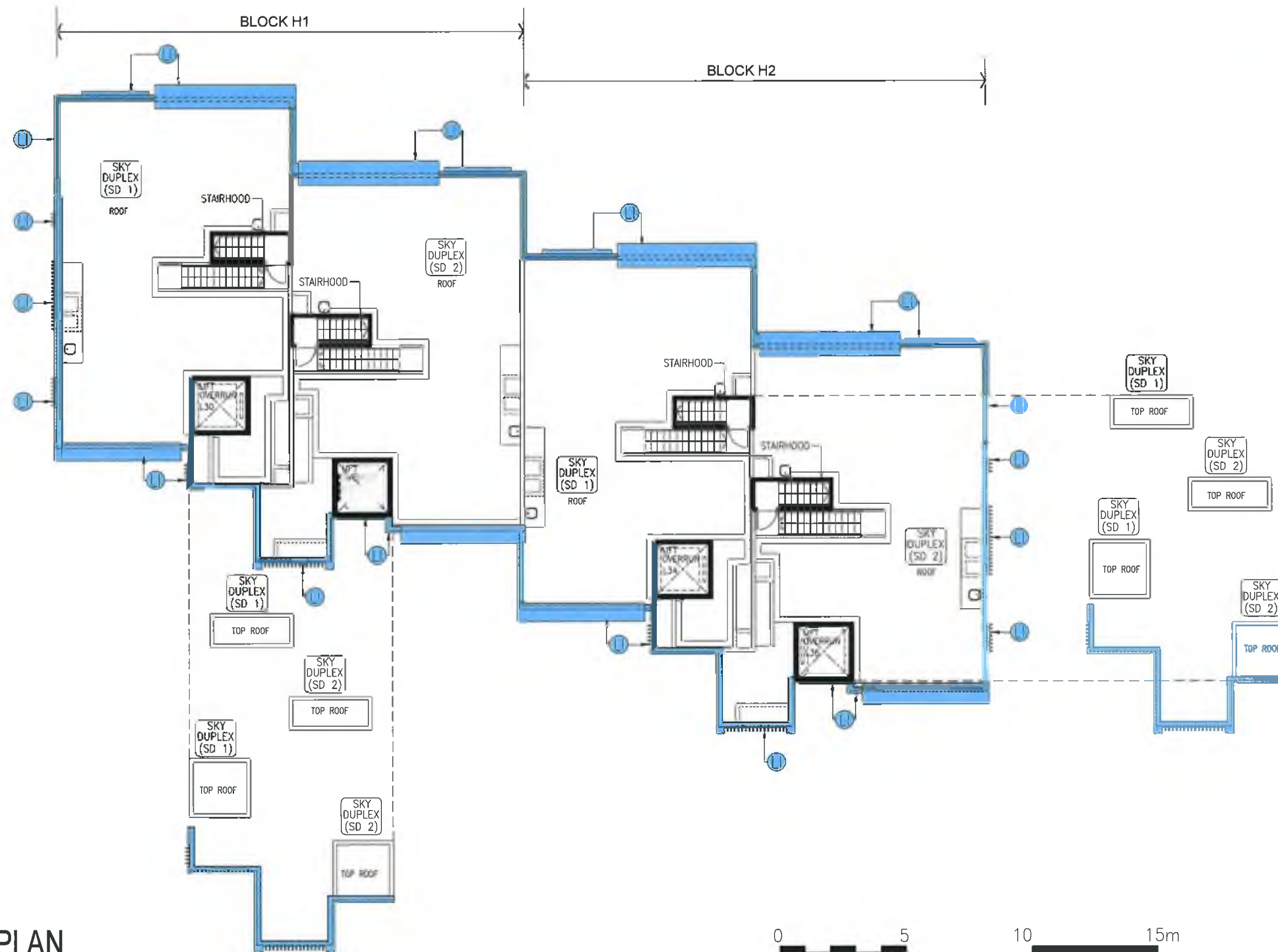
CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

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- LEGEND:
- Y-YELLOW ESTATE COMMON AREAS AND FACILITIES
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 - P-PINK RESIDENTIAL TOWER COMMON AREAS AND FACILITIES
 - LI-LIGHT BLUE RESIDENTIAL BLOCK COMMON AREAS AND FACILITIES
 - O-ORANGE CARPARK COMMON AREAS AND FACILITIES
 - R-RED FRR WALL



BLOCK H1 & H2 R/F PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

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CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

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Pak Shek Kok Promenade

Ramp

FO YIN ROAD

Cycling Track



LEGEND:

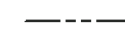
G-GREEN

GREENERY AREA

* (TOTAL 5849.043 s.m.)



VERTICAL GREEN



SITE BOUNDARY

* TOTAL GREENERY AREAS
INCLUDING VERTICAL GREEN

GREENERY AREA PLAN

TPTL 214, FO YIN ROAD, PAK SHEK KOK, TAI PO, N.T.

0 5 10 15 20 25m

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CHAU TAK HO, KENNETH R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

DATE: JULY 22, 2020

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