

Dated the [●] day of [●] 20[●]

**CHOICE WIN (H.K.) LIMITED**

and

[ ]

and

**ROYAL ELITE SERVICE COMPANY LIMITED**

---

**DEED OF MUTUAL COVENANT AND  
MANAGEMENT AGREEMENT**

OF

**THE REMAINING PORTION OF SECTION A OF  
INLAND LOT NO. 9027,  
THE REMAINING PORTION OF SECTION B OF  
INLAND LOT NO. 9027,  
THE REMAINING PORTION OF SECTION C OF  
INLAND LOT NO. 9027,  
THE REMAINING PORTION OF SECTION D OF  
INLAND LOT NO. 9027,  
THE REMAINING PORTION OF SECTION E OF  
INLAND LOT NO. 9027 AND  
THE REMAINING PORTION OF  
INLAND LOT NO. 9027**

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**MAYER • BROWN**

**JSM**

**HONG KONG**  
SMMT/AFK/15472528

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## SECTION 1: PARTIES AND RECITALS

**THIS DEED** is dated [●] and is made

### **BETWEEN**

- (1) **CHOICE WIN (H.K.) LIMITED** (彩榮(香港)有限公司) whose registered office is situate at 45/F., Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong (hereinafter collectively called the "**First Owner**" which expression shall where the context so admits include its respective successors and assigns) of the first part;
- (2) [●] (hereinafter called the "**First Assignee**" which expression shall where the context so admits include his executors, administrators and assigns) of the second part; and
- (3) **ROYAL ELITE SERVICE COMPANY LIMITED** whose registered office is situate at 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (hereinafter called the "**DMC Manager**") of the third part.

### **WHEREAS:-**

- (A) 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 (as hereinafter defined) and upon issue of the Certificate of Compliance (as hereinafter defined) in respect of the Lot will become entitled to a government lease for the residue of the term of 50 years commencing on the 7th day of August 2012 subject to and with the benefit of the Conditions (as hereinafter defined).
- (B) The First Owner has developed and is in the course of developing the Lot in accordance with the Conditions, the Building Plans, the Master Layout Plan and the Landscape Master Plan (all as hereinafter defined). The Development (as hereinafter defined) comprises (inter alia) the Residential Accommodation, the Residential Carpark, the Commercial Accommodation and the Government Accommodation (all as hereinafter defined). The Development will be developed in phases and Phase 1 of the Development has been completed.
- (C) For the purposes of sale, the Lot and the Development have been notionally divided into 1,370,636 equal Undivided Shares (as hereinafter defined) which have been allocated as provided in the First Schedule hereto.
- (D) 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 [●] equal undivided 1,370,636<sup>th</sup> parts or shares of and in the Lot and the Development together with the sole and exclusive right to hold use occupy and enjoy [●] (the "**First Assignee's Unit**") subject to and with the benefit of the Conditions.
- (E) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Lot, the Development and the Common Areas and Facilities (as hereinafter defined) and for the purpose of defining and regulating the rights, interests and obligations of the Owners (as hereinafter defined) 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.

- (F) The Director (as hereinafter defined) has given his approval to this Deed in accordance with the Conditions.

**NOW THIS DEED WITNESSETH** as follows :-

## **SECTION 2: DEFINITIONS**

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

### **"Acoustic Balcony"**

means a balcony of a Residential Unit the ceiling of which is provided with sound absorptive material and designated as a Noise Mitigation Measure which is for the purposes of identification only respectively shown coloured Light Green Stippled Black on the floor plans of the Residential Units certified by the Authorized Person and annexed hereto or to any Sub-Deed(s) and **"Acoustic Balconies"** shall be construed accordingly;

### **"Acoustic Fins"**

means the vertical architectural fins designated as Noise Mitigation Measures which are shown with Orange Dotted Line on the plans certified by the Authorized Person and annexed hereto or to any Sub-Deed(s), which form part of the Residential Common Areas and Facilities;

### **"Amenity Area"**

means the amenity areas provided and constructed within the areas shown coloured Pink Stippled Black on the plan annexed to the Conditions pursuant to Special Condition No. (21)(a) of the Conditions;

### **"Authorized Person"**

means LU Yuen Cheung Ronald of Ronald Lu & Partners (Hong Kong) Ltd., which expression shall include any other authorized person or persons for the time being appointed by the First Owner in the place of the said Dr. LU Yuen Cheung Ronald;

### **"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 and includes any approved amendments thereto;

### **"Cables"**

means collectively some 132kV transmission cables and communication cables and the associated cable works, structures, facilities or installations (i) below the ground

level of the Cable Reserve within the lot and (ii) below the ground level of the Cable Reserve within the Yellow Area;

**"Cable Reserve within the lot"**

means that part of the Lot falling within the purple lines shown on the plan annexed to the Conditions and thereon marked "CABLE RESERVE";

**"Cable Reserve within the Yellow Area"**

means collectively those parts of the Yellow Area falling within the purple lines shown on the plan annexed to the Conditions and thereon marked "CABLE RESERVE";

**"Carpark's Unit"**

means any Residential Car Parking Space, Commercial Car Parking Space, Residential Motor Cycle Parking Space and Commercial Motor Cycle Parking Space, to which a specific number of Undivided Share is allocated or sub-allocated in accordance with this Deed or any Sub-Deed(s) and is intended for separate and exclusive use, possession and occupation by the Owner thereof but for the avoidance of doubt excluding any part of the Common Areas and Facilities;

**"Certificate of Compliance"**

means the certificate or letter from the Director certifying that all the positive obligations imposed on the purchaser under the General and Special Conditions of the Conditions have been complied with to his satisfaction in relation to the whole of the Lot;

**"Club House"**

means the premises providing residential recreational facilities in the Development comprising, inter alia, the indoor swimming pool, outdoor swimming pools, kids pool, Jacuzzi, filtration plant rooms, spa centre, gym and exercise room, dance room, yoga room, changing rooms, lavatories, function rooms, lobby, equipment, sitting areas, play areas and part of the Landscaped Area which are for the purposes of identification only shown coloured Brown Rippled Black on the plans certified by the Authorized Person and annexed hereto or to any Sub-Deed(s);

**"Club Rules"**

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

**"Commercial Accommodation"**

means the Commercial Accommodation (Phase 1B) and the Commercial Accommodation (Phase 2);



### **"Commercial Accommodation (Phase 1B)"**

means and includes :-

- (i) such parts of the Development constructed or to be constructed in accordance with the Building Plans for use as shops, commercial, retail or other non-industrial purposes;
- (ii) enclosing walls, curtain walls and the external walls thereof which are (in so far as they are capable of being shown on plans) for the purposes of identification marked and shown coloured Red on the elevation plans certified by the Authorized Person and annexed hereto;
- (iii) internal walls which are (in so far as they are capable of being shown on plans) for the purposes of identification marked and shown with Magenta Dotted Line on the plans certified by the Authorized Person and annexed hereto;
- (iv) the Commercial Carpark (Phase 1B); and
- (v) the Commercial Common Areas and Facilities (Phase 1B);

which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Red, Red Hatched Black, Red Cross Hatched Black and Magenta Dotted Line on the plans certified by the Authorized Person and annexed hereto;

### **"Commercial Accommodation (Phase 2)"**

means such parts of Phase 2 constructed or to be constructed in accordance with the Building Plans for use as shops, commercial, retail or other non-industrial purposes which will be identified on the plans annexed to the Sub-Deed in respect of Phase 2;

### **"Commercial Car Parking Space"**

means a parking space as required under Special Condition No. (53)(b)(i)(II) of the Conditions and intended for the parking of motor vehicles belonging to the occupiers of the Commercial Accommodation or any part thereof and their bona fide guests, visitors or invitees, including an accessible Commercial Car Parking Space which is intended for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation;

### **"Commercial Carpark"**

means the Commercial Carpark (Phase 1B) and the Commercial Carpark (Phase 2);

### **"Commercial Carpark (Phase 1B)"**

means those parts of the Commercial Accommodation (Phase 1B) comprising :-

- (i) the Commercial Car Parking Spaces;

- (ii) the Commercial Motor Cycle Parking Space(s);
- (iii) the Public Coach Park; and
- (iv) the Commercial Carpark Common Areas and Facilities (Phase 1B);

which are for the purposes of identification only shown coloured Red Hatched Black and Red Cross Hatched Black on the plans certified by the Authorized Person and annexed hereto;

**"Commercial Carpark (Phase 2)"**

means those parts of the Commercial Accommodation (Phase 2) comprising :-

- (i) the Commercial Car Parking Spaces;
- (ii) the Commercial Motor Cycle Parking Space(s); and
- (iii) the Commercial Carpark Common Areas and Facilities (Phase 2);

which will be identified on the plans annexed to the Sub-Deed in respect of Phase 2;

**"Commercial Carpark Common Areas and Facilities"**

means the Commercial Carpark Common Areas and Facilities (Phase 1B) and the Commercial Carpark Common Areas and Facilities (Phase 2);

**"Commercial Carpark Common Areas and Facilities (Phase 1B)"**

means (upon the execution of the Sub-Deed(s) in respect of the Commercial Accommodation (Phase 1B)):-

- (a) the driveway and circulation areas within the Commercial Carpark (Phase 1B) which are intended for the common use and benefit of the Commercial Carpark as a whole; and
- (b) such other areas and facilities of and in the Commercial Carpark (Phase 1B) intended for common use and benefit of the Commercial Carpark as a whole;

**"Commercial Carpark Common Areas and Facilities (Phase 2)"**

means (upon the execution of the Sub-Deed(s) in respect of the Commercial Accommodation (Phase 2)):-

- (a) the driveway and circulation areas within the Commercial Carpark (Phase 2) which are intended for the common use and benefit of the Commercial Carpark as a whole; and
- (b) such other areas and facilities of and in the Commercial Carpark (Phase 2) intended for common use and benefit of the Commercial Carpark as a whole;

**"Commercial Common Areas and Facilities"**

means the Commercial Common Areas and Facilities (Phase 1B) and the Commercial Common Areas and Facilities (Phase 2);

**"Commercial Common Areas and Facilities (Phase 1B)"**

means (upon the execution of the Sub-Deed(s) in respect of the Commercial Accommodation (Phase 1B)):-

- (a) the Commercial Loading and Unloading Space(s) within the Commercial Accommodation (Phase 1B); and
- (b) such other areas and facilities of and in the Commercial Accommodation (Phase 1B) intended for common use and benefit of the Commercial Accommodation as a whole;

**"Commercial Common Areas and Facilities (Phase 2)"**

means (upon the execution of the Sub-Deed(s) in respect of the Commercial Accommodation (Phase 2)):-

- (a) the Commercial Loading and Unloading Space(s) within the Commercial Accommodation (Phase 2); and
- (b) such other areas and facilities of and in the Commercial Accommodation (Phase 2) intended for common use and benefit of the Commercial Accommodation as a whole;

**"Commercial Loading and Unloading Space"**

means a loading and unloading space designated for the use in connection with the Commercial Accommodation or any part thereof as referred to in Special Condition No. (54)(a)(i)(III) of the Conditions which will be designated as part of the Commercial Common Areas and Facilities upon execution of the Sub-Deed(s) in respect of the Commercial Accommodation;

**"Commercial Motor Cycle Parking Space"**

means a parking space as required under Special Condition No. (53)(d)(i)(III) of the Conditions and intended for the parking of motor cycle belonging to the occupiers of the Commercial Accommodation and their bona fide guests, visitors or invitees;

**"Commercial Unit"**

means (upon the execution of the Sub-Deed(s) in respect of the Commercial Accommodation) a Unit in the Commercial Accommodation;

**"Common Areas and Facilities"**

means collectively the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Carpark Common Areas and Facilities,

(upon execution of the Sub-Deed(s) in respect of the Commercial Accommodation) the Commercial Common Areas and Facilities and the Commercial Carpark Common Areas and Facilities and all those parts and such of the facilities of the Development designated as common areas and facilities in any Sub-Deed(s);

**"Conditions"**

means the documents of title setting forth the rights and entitlements granted by the Government to the First Owner in respect of Inland Lot No. 9027, namely Agreement and Conditions of Sale registered in the Land Registry by Conditions of Sale No. 20173 under which the First Owner is entitled to a Government lease for a term commencing from the 7th day of August 2012 for fifty years and shall include any subsequent extensions or modifications thereto or renewals thereof;

**"Connection Points"**

means collectively:-

- (a) such supports and connections within the Lot and the building or buildings erected or to be erected thereon to receive, connect and support the Proposed Subway provided and constructed pursuant to Special Condition No. (22)(a)(i) of the Conditions; and
- (b) a pedestrian passageway within the Lot and the building or buildings erected or to be erected thereon to link up the Proposed Subway and the Landscaped Walkway (as defined in Special Condition No.(19)(a)(i) of the Conditions) provided and constructed pursuant to Special Condition No. (22)(a)(ii) of the Conditions,

so that the Proposed Subway, if constructed, can be connected to the Lot or any building or buildings erected thereon and pedestrian access to and from the Landscaped Walkway (as defined in Special Condition No.(19)(a)(i) of the Conditions) and the North Point Mass Transit Railway Station can be gained over the Connection Points;

**"Consent to Assign"**

means the certificate or letter from the Director 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;

**"Development"**

means the whole of the development erected on the Lot known as "[●] ([●])" in accordance with the Conditions, the Building Plans, the Master Layout Plan and the Landscape Master Plan;

## **"Development Common Areas and Facilities"**

means and includes :-

- (a) those parts of the Development in Phase 1 which are intended for common use and benefit of the Development including but not limited to the Public Loading and Unloading Park, such parts of the external walls (excluding the window(s) of any Unit) and curtain walls of the Development which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Green on the elevation plans certified by the Authorized Person and annexed hereto, such parts of the Amenity Area in Phase 1, such parts of the Landscaped Area in Phase 1 (including the Greenery Area and the Vertical Greening in Phase 1), such parts of the Items in Phase 1, the Fire Services Access, decorative air intake grilles within the Public Transport Interchange serving at pedestrian level, pipeworks downstream of manhole serving toilet of bus regulator offices at basement 1 floor, the structural walls, columns, beams, transfer plate and any other structural elements, plant rooms for environmentally friendly system and features, lifts, staircases, passages, entrances, walkways, stairways, landings, platforms, boundary fence walls, lobbies, the space for the loading and unloading of refuse collection vehicles, service areas, driveways, roadways and pavements, ramps, refuse storage & material recovery chamber, fan rooms, electrical meter rooms, transformer room, switch rooms, street fire hydrant water tank, fire services water tank, irrigation and cleansing water pump room (if any), fire services control centre, sprinkler water tank, emergency generator rooms, fuel tank rooms, sprinkler water pump rooms, flushing water pump rooms, street fire hydrant pump room, Owners' Committee office (if any) or office for Owners' Corporation (when formed), management office (if any), meter rooms, master water meter room, store rooms (if any), telecommunication broadcasting equipment rooms, water features, planters and such of the drains, channels, water mains, sewers, fresh and salt water storage tanks, fresh and salt water intakes and mains, storm water storage tank (if any) and drainage connection, satellite master antenna television system, communal television and radio aerial systems for reception of television and radio broadcast, telecommunications and broadcasting distribution networks, cable television system (if any), 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, electricity and other services are supplied to the Development, trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and any other mechanical systems, devices or facilities installed or provided in Phase 1 of the Development intended for common use and benefit of the Development; which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Green and Light Green Hatched Black on the plans certified by the Authorized Person and annexed hereto;
- (b) such other areas, apparatus, devices, systems and facilities of and in the Lot and the Development as may from time to time designated as Development

Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s); and

- (c) to the extent not specifically provided in paragraphs (a) and (b) above, such other parts of the Lot and the Development :-
- (i) any parts of the Development covered by paragraph (a) of the definition of “**common parts**” set out in section 2 of the Building Management Ordinance (Cap.344); and/or
  - (ii) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of “**common parts**” set out in section 2 of the Building Management Ordinance (Cap.344);

but EXCLUDING :-

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

**"Director"**

means the Director of Lands;

**"DMC Manager"**

means the person who is specified in this Deed to manage the Development i.e. ROYAL ELITE SERVICE COMPANY LIMITED;

**"Door of Utility Platform with Auto-Close Mechanism"**

means a door of an utility platform of a Residential Unit with auto-close mechanism and designated as a Noise Mitigation Measure and "**Doors of Utility Platform with Auto-Close Mechanism**" shall be construed accordingly;

**"Door with Sliding Panel Behind"**

means a balcony door of a Residential Unit with sliding panel behind and designated as a Noise Mitigation Measure which is for the purposes of identification only respectively shown with Violet Dotted Line on the floor plans of the Residential Units certified by the Authorized Person and annexed hereto or to any Sub-Deed(s) and "**Doors with Sliding Panel Behind**" shall be construed accordingly;

**"Drainage Reserve"**

means collectively Drainage Reserve 1 and Drainage Reserve 2;

**"Drainage Reserve 1"**

means the Drainage Reserve 1 referred to in Special Condition No.(17)(a)(i)(I) of the Conditions and is shown coloured pink hatched black stippled green and marked "D.R.1" on the plan annexed to the Conditions;

**"Drainage Reserve 2"**

means the Drainage Reserve 2 referred to in Special Condition No.(17)(a)(i)(II) of the Conditions and is shown coloured pink stippled green and marked "D.R.2" on the plan annexed to the Conditions;

**"Fire Safety Management Plan"**

means the fire safety management plan and measures relating to the Residential Units with open kitchen required to be implemented by the Buildings Department and Fire Services Department and 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;

**"Fire Services Access"**

means the suitable means of access for the passage of fire services appliances and fire services personnel to the Piers through the Lot provided pursuant to Special Condition No. (13)(h)(ii)(II)(A) of the Conditions;

**"Fitting-Out Rules"**

means such rules and regulations set down by the Manager (with the approval of the Owners' Committee, (if any)) from time to time to regulate the fitting out, decoration and alteration of the Residential Units;

**"FRR Wall"**

means the full height wall which is required to be provided in a Residential Unit with open kitchen under the Fire Safety Management Plan and which is respectively shown with Red Dotted Line on the floor plans of the Residential Units with open kitchen certified by the Authorized Person and annexed hereto;

**"FSI"**

means The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Chapter 1015 of the Laws of Hong Kong), and, the expression "FSI" shall mean FSI in its capacity as the Owner of the Government Accommodation and if the context so permits the successors and assigns of FSI as Owner of the Government Accommodation;

**"Government"**

means the Government of Hong Kong;

### **"Government Accommodation"**

shall have the same meaning as defined in Special Condition No.(28)(a) of the Conditions comprising :-

- (a) the Public Transport Interchange (as defined in Special Condition No.(28)(a)(i) of the Conditions);
- (b) the Public Toilet (as defined in Special Condition No.(28)(a)(ii) of the Conditions);
- (c) the Integrated Family Service Centre (as defined in Special Condition No.(28)(a)(iii) of the Conditions);
- (d) the Special Child Care Centre cum Early Education and Training Centre (as defined in Special Condition No.(28)(a)(iv) of the Conditions);
- (e) the District Support Centre (as defined in Special Condition No.(28)(a)(v) of the Conditions);
- (f) the Day Care Centre for the Elderly (as defined in Special Condition No.(28)(a)(vi) of the Conditions); and
- (g) the Community Hall (as defined in Special Condition No.(28)(a)(vii) of the Conditions);

(including light fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with the Conditions, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on all Owners) which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Grey on the plans certified by the Authorized Person and annexed hereto or to any Sub-Deed(s);

### **"Government Accommodation Services"**

has the meaning attributed to it in Clause 4(a)(iii) of Part A of the Second Schedule to this Deed;

### **"GPA"**

means the Government Property Administrator of the Government Property Agency of 31st Floor, Revenue Tower, No. 5 Gloucester Road, Wanchai, Hong Kong and shall include its successor-in-title and any other officer, official or department of the Government or any government or administrative authorities holding or bearing whatsoever title or office who or which may at the time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any functions or role of the Government Property Administrator of the Government Property Agency;



### **"Greenery Area"**

means the Greenery Area referred to under Special Condition No. (26)(b)(iii) of the Conditions which is for the purpose of identification only shown coloured Light Green Hatched Black on the plans certified by the Authorized Person and annexed hereto or to any Sub-Deed(s) and includes the Vertical Greening;

### **"House Rules"**

means the rules supplemental to this Deed governing the Residential Accommodation, the Residential Carpark and the Common Areas and Facilities from time to time in force made pursuant to this Deed and including without limitation the Club Rules and the Fitting-Out Rules;

### **"Items"**

has the meaning as defined in Special Condition No. (40)(a) of the Conditions namely :-

- (a) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
- (b) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development;
- (c) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development;
- (d) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
- (e) all other common parts and facilities serving the Government Accommodation and the remainder of the Development;

### **"Landscape Master Plan"**

means the landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the Lot submitted to and approved by the Director in accordance with Special Condition No.(26)(a) of the Conditions and as from time to time amended, modified or substituted;

### **"Landscaped Area"**

means the area or areas (including the Greenery Area) landscaped in accordance with Special Condition No.(26) of the Conditions but excluding such part or parts of the landscaped area or areas forming part of the Public Open Space (as defined in Special Condition No. (20)(a)(i) of the Conditions) (including the Landscaped Walkway (as defined in Special Condition No.(19)(a)(i) of the Conditions));

**"Lot"**

means all those pieces or parcels of ground registered in the Land Registry as The Remaining Portion of Section A of Inland Lot No. 9027, The Remaining Portion of Section B of Inland Lot No. 9027, The Remaining Portion of Section C of Inland Lot No. 9027, The Remaining Portion of Section D of Inland Lot No. 9027, The Remaining Portion of Section E of Inland Lot No. 9027 and The Remaining Portion of Inland Lot No. 9027 including any future extension(s) thereto;

**"Maintenance Manual for the Works and Installations"**

means the maintenance manual for the Works and Installations as mentioned in Clause 77 as may from time to time be amended or revised in accordance with the provisions of this Deed;

**"Manager"**

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

**"Master Layout Plan"**

means the master layout plans in respect of the Development submitted to and approved by the Town Planning Board in accordance with the Approved North Point Outline Zoning Plan No. S/H8/24 and as from time to time amended, modified or substituted;

**"Noise Mitigation Measures"**

means all the noise mitigation measures (whether within a Residential Unit or not) which have been and will be implemented for the Development as approved by the Director of Environmental Protection Department and such further directions, requirements and conditions as may be imposed by the Director of Environmental Protection Department from time to time, including but not limited to the Acoustic Balconies, Doors with Sliding Panel Behind, Windows with Sliding Panel Behind, Acoustic Fins, Doors of Utility Platform with Auto-Close Mechanism and sound absorptive materials and **"Noise Mitigation Measure"** means any one of them;

**"Non-Building Area 1"**

means the Non-Building Area 1 referred to in Special Condition No.(14)(a) of the Conditions and is shown coloured pink hatched black and pink hatched black stippled green on the plan annexed to the Conditions;

**"Non-Building Area 2"**

means the Non-Building Area 2 referred to in Special Condition No.(15) of the Conditions and is shown edged blue on the plan annexed to the Conditions;

### **"Non-enclosed Areas"**

means the (i) balconies (including Acoustic Balconies) and the covered areas beneath the balconies (including Acoustic Balconies) of the Residential Units which are for the purposes of identification only shown coloured Light Green and Light Green Stippled Black on the plans certified by the Authorized Person and annexed hereto or to any Sub-Deed(s) and (ii) utility platforms and the covered areas beneath the utility platforms of the Residential Units which are for the purposes of identification only shown coloured Orange on the plans certified by the Authorized Person and annexed hereto or to any Sub-Deed(s);

### **"Occupation Permit"**

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

### **"Owner"**

means and includes each person who for the time being appears from the records at the Land Registry to be the owner of an Undivided Share and every joint tenant or tenant in common of any such Undivided Share and its, his or their executors, successors and assigns and where any such Undivided Share has been assigned or charged by way of mortgage the word Owner shall also include a registered mortgagee in possession of 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 Owners' corporation of the Lot and the Development incorporated and registered under the Building Management Ordinance (Cap.344);

### **"Party Wall"**

means a wall which divides the flat roofs or roofs of two Residential Units;

### **"Phase 1"**

means Phase 1A and Phase 1B;

### **"Phase 1 Common Areas and Facilities"**

means collectively the following (in so far as they are capable of being identified and shown on plans):-

- (a) Development Common Areas and Facilities within Phase 1 which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Green and Light Green Hatched Black on the plans certified by the Authorized Person and annexed hereto;

- (b) Residential Common Areas and Facilities within Phase 1B which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Brown, Brown Rippled Black and Orange Dotted Line on the plans certified by Authorized Person and annexed hereto;
- (c) Residential Carpark Common Areas and Facilities within Phase 1B which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Yellow on the plans certified by the Authorized Person and annexed hereto; and
- (d) (upon execution of the Sub-Deed in respect of the Commercial Accommodation (Phase 1B)) the Commercial Common Areas and Facilities (Phase 1B) and the Commercial Carpark Common Areas and Facilities (Phase 1B).

**"Phase 1A"**

means part of Phase 1 of the Development consisting of (inter alia) :-

- (i) the Public Toilet and the Public Transport Interchange of the Government Accommodation; and
- (ii) those parts of the Development Common Areas and Facilities which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Green on the Phase 1A plans certified by the Authorized Person and annexed hereto;

**"Phase 1B"**

means part of Phase 1 of the Development consisting of (inter alia) :-

- (i) Tower 1, Tower 2, Tower 3, Tower 5 and 5A and Tower 6 of the Development, 128 Residential Car Parking Spaces (including 1 accessible Residential Car Parking Space) and 12 Residential Motor Cycle Parking Spaces subject to any amendment or alteration of the Building Plans as may be approved by the Building Authority;
- (ii) the Commercial Accommodation (Phase 1B); and
- (iii) those parts of the Development Common Areas and Facilities which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Green and Light Green Hatched Black on the Phase 1B plans certified by the Authorized Person and annexed hereto, the Residential Common Areas and Facilities which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Brown, Brown Rippled Black and Orange Dotted Line on the Phase 1B plans certified by the Authorized Person and annexed hereto and the Residential Carpark Common Areas and Facilities which are (in so far as they are capable of being shown on plans) for the purposes of identification only

shown coloured Yellow on the Phase 1B plans certified by the Authorized Person and annexed hereto.

The Residential Accommodation of Phase 1B is known or intended to be known as “[●(●)]”;

**"Phase 2"**

means the second and final phase of the Development consisting of (inter alia) Residential Units of the Development, Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces, the Commercial Accommodation (Phase 2), the Integrated Family Service Centre, the Special Child Care Centre cum Early Education and Training Centre, the District Support Centre, the Day Care Centre for the Elderly and the Community Hall of the Government Accommodation and the Phase 2 Common Areas and Facilities therein constructed and erected or to be constructed and erected in accordance with the Building Plans (subject to any amendment or alteration of the Building Plans as may be approved by the Building Authority) and which is (in so far as it is capable of being shown on plans) for the purposes of identification only shown coloured Hatched Black on the plans certified by the Authorized Person and annexed hereto;

**"Phase 2 Common Areas and Facilities"**

means those parts of the Common Areas and Facilities within Phase 2;

**"Piers"**

means the piers known as the North Point Ferry Piers including any new or replacement piers;

**"Proposed Subway"**

means the proposed subway which is proposed to be constructed pursuant to Special Condition No.(22)(a)(i) of the Conditions;

**"Public Coach Park"**

means the public coach park erected, constructed and provided at Basement 1 Floor of the Development pursuant to Special Condition No. (60)(a) of the Conditions, which is (in so far as it is capable of being shown on plans) for the purposes of identification only shown coloured Red Hatched Black on the Basement 1 Floor Plan certified by Authorized Person and annexed hereto;

**"Public Loading and Unloading Park"**

means the public loading and unloading park erected, constructed and provided in the Development pursuant to Special Condition No. (61)(a) of the Conditions;

**"Residential Accommodation"**

means those areas of the Development comprising (a) the Residential Towers and (b) the Residential Common Areas and Facilities;

### **"Residential Car Parking Space"**

means a parking space as required under Special Condition No. (53)(a)(i) of the Conditions and intended for the parking of motor vehicles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees, including an accessible Residential Car Parking Space which is intended for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation;

### **"Residential Carpark"**

means those areas of the Development comprising the Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces and the Residential Carpark Common Areas and Facilities;

### **"Residential Carpark Common Areas and Facilities"**

means and includes :-

- (a) those parts of the Development in Phase 1B which are intended for the common use and benefit of all the Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces and the Visitors' Parking Spaces as a whole including but not limited to driveways, passages, EV charger room and such other areas and facilities which are intended for the common use and benefit of all the Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces and the Visitors' Parking Spaces (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Yellow on the plans certified by the Authorized Person and annexed hereto; and
- (b) such other areas, apparatus, devices, systems and facilities of and in the Lot and the Development as may from time to time designated as Residential Carpark Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s);

but EXCLUDING :-

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

### **"Residential Common Areas and Facilities"**

means and includes :-

- (a) those parts of the Development in Phase 1B intended for the common use and benefit of the Owners, occupiers and licensees of the Residential Accommodation and the bona fide guests, visitors or invitees thereof,

including but not limited to the Club House in Phase 1B, Visitors' Parking Spaces in Phase 1B, such parts of the external walls (excluding the window(s) of any Residential Unit) and curtain walls of the Development which are (in so far as they are capable of being shown on plans) for the purpose of identification only shown coloured Brown on the elevation plans certified by the Authorized Person and annexed hereto and the external walls (excluding the window(s) of any Residential Unit) and curtain walls of the Residential Towers, the structural walls, columns, beams, transfer plate and any other structural elements, the Residential Loading and Unloading Spaces in Phase 1B, the Acoustic Fins in Phase 1B, wider common corridors and lift lobbies, covered landscape areas, mail boxes, and such of the passages, common corridors and lift lobbies, entrances, landings, halls, entrance lobbies, guard rooms, air-conditioning platforms, stairways, staircases, lifts, caretakers' quarter, office for watchmen and caretakers, fire services booster pump room, store rooms, meter rooms and meter spaces and roof thereof and such of the lifts, lift shafts, firemen's lifts, water tanks, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air-conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in Phase 1B of the Development intended for the common use and benefit of the Owners and residents or tenants of the Residential Accommodation and their bona fide guests, visitors or invitees and such other areas within the Lot and such other systems, devices and facilities within the Development for common use and benefit of the Residential Accommodation in accordance with this Deed which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Brown, Brown Rippled Black and Orange Dotted Line on the plans certified by Authorized Person and annexed hereto; and

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

but EXCLUDING :-

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

**"Residential Loading and Unloading Space"**

means a loading and unloading space as required under Special Condition No. (54)(a)(i)(I) of the Conditions and designated for the use by the residents of the Residential Accommodation, which form part of the Residential Common Areas and Facilities;

**"Residential Motor Cycle Parking Space"**

means a parking space as required under Special Condition No. (53)(d)(i)(I) of the Conditions and intended for the parking of motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees;

**"Residential Tower"**

means each of the multi-storeyed towers constructed on the Development for residential purposes in accordance with the Building Plans and the Conditions;

**"Residential Unit"**

means a Unit in the Residential Tower (together with balcony (if any) (including an Acoustic Balcony (if any)), utility platform (if any), terrace(s) (if any), flat roof (including jacuzzi (if any)) adjacent thereto (if any)), roof thereabove (including the kerb of roof) (if any), private lift lobby (if any), stairhood appurtenant thereto (if any));

**"Slope Maintenance Manual"**

means the maintenance manual for the slope structures (if any) prepared in accordance with the Geoguide 5 – Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time);

**"Special Fund"**

means the Special Fund maintained by the Manager pursuant to Clause 22;

**"Sub-Deed"**

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

**"Undivided Shares"**

means those equal undivided parts or shares of and in the Lot and of and in the Development allocated in accordance with the provisions of this Deed or in accordance with any Sub-Deed(s);



## **"Unit"**

means a Residential Unit, a Carpark's Unit, the Government Accommodation or the Commercial Accommodation or any part or parts of the Commercial Accommodation in respect of which a specific number of Undivided Share is allocated or sub-allocated in accordance with this Deed or any Sub-Deed(s) and is intended for separate and exclusive use, possession and occupation by the Owner thereof;

## **"Vertical Greening"**

means the vertical green features which are for the purpose of identification only shown and coloured Light Green Hatched Black and marked "VERTICAL GREENING" on the plans and the elevation plans certified by the Authorized Person and annexed hereto or to any Sub-Deed(s);

## **"Visitors' Parking Space"**

means a parking space as required under Special Condition No. (53)(a)(iii) of the Conditions and intended for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of residents of the Residential Units, which forms part of the Residential Common Areas and Facilities;

## **"Window with Sliding Panel Behind"**

means a window of a Residential Unit with sliding panel behind the window designated as a Noise Mitigation Measure which is respectively shown with Indigo Dotted Line on the floor plans of the Residential Units certified by the Authorized Person and annexed hereto or to any Sub-Deed(s) and "**Windows with Sliding Panel Behind**" shall be construed accordingly;

## **"Works and Installations"**

means the major works and installations in the Development (whether forming part of the Common Areas and Facilities or not) requiring regular maintenance on a recurrent basis which include but not limited to those works and installations set out in the Fourth Schedule subject to revision in accordance with Clause 77; and

## **"Yellow Area"**

means the area shown coloured yellow on the plan annexed to the Conditions.

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

- (c) In this Deed, unless the context requires otherwise, any reference to a Clause or Section or Schedule is a reference to the Clause of or Section of or the Schedule of this Deed.

### **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 Conditions, 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 the Common Areas and Facilities and SUBJECT TO the rights and privileges granted to the First Assignee by the aforesaid Assignment and SUBJECT TO the provisions of this Deed.

**2. Grant of rights to the First Assignee**

The First Assignee shall at all times hereafter, subject to and with the benefit of the Conditions and this Deed, have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the First Assignee's Unit by the said Assignment 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 and the express covenants and provisions herein contained.

**4. Owners bound by covenants and restrictions**

- (a) The Owner or Owners (excluding FSI as the Owner of the Government Accommodation) 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.
- (b) The Owners of the Residential Units, the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall comply with the House Rules from time to time in force so far as the same are binding on such Owners.

**5. Right to assign without reference to other Owners**

Subject to the Conditions, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, lease, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Development which may be held therewith PROVIDED THAT any such sale, assignment, mortgage, lease or licence shall be made expressly subject to and with the benefit of this Deed.

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

- (a) The right to the exclusive use, occupation and enjoyment of any part of the Lot or the Development shall not be sold, assigned, mortgaged, charged or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause shall not extend to leases or tenancies.
- (b) The right to the exclusive use, occupation and enjoyment of balcony (including an Acoustic Balcony), utility platform, terrace, flat roof (including jaccuzzi (if any)), roof (including the kerb of roof), private lift lobby, stairhood specifically assigned by the First Owner shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which such balcony (including an Acoustic Balcony), utility platform, terrace, flat roof (including jaccuzzi (if any)), roof (including the kerb of roof), private lift lobby or stairhood 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 the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(b) **Rights of Owner of Residential Unit**

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

(ii) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Unit together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Carpark Common Areas and Facilities for the purposes of accessing the Residential Common Areas and Facilities located in the Residential Carpark.

(c) **Rights of Owner of Residential Car Parking Space or Residential Motor Cycle Parking Space**

Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Car Parking Space or Residential Motor Cycle Parking

Space 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 Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

- (d) Rights subject to this Deed, etc.

In each of the above cases the right and liberty shall be subject to the provisions of this Deed, the rights of the Manager and the House Rules (in so far as the House Rules are binding on the Owners of the Residential Units, the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces).

- (e) Assignment of Common Areas and Facilities

- (i) 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 Phase 1 Common Areas and Facilities (save and except the Undivided Shares allocated to the Commercial Common Areas and Facilities (Phase 1B) and the Commercial Carpark Common Areas and Facilities (Phase 1B)) together with the Phase 1 Common Areas and Facilities (save and except the Commercial Common Areas and Facilities (Phase 1B) and the Commercial Carpark Common Areas and Facilities (Phase 1B)) subject to and with the benefit of the Conditions and this Deed.
- (ii) Upon execution of the Sub-Deed in respect of Phase 2, such of the Undivided Shares allocated to the Phase 2 Common Areas and Facilities (save and except the Undivided Shares allocated to the Commercial Common Areas and Facilities (Phase 2) and the Commercial Carpark Common Areas and Facilities (Phase 2)) together with the Phase 2 Common Areas and Facilities (save and except the Commercial Common Areas and Facilities (Phase 2) and the Commercial Carpark Common Areas and Facilities (Phase 2)) shall be assigned to the Manager free of costs or consideration subject to and with the benefit of the Conditions and this Deed and the Sub-Deed in respect of Phase 2.
- (iii) Upon execution of the Sub-Deed in respect of the Commercial Accommodation (Phase 1B), such of the Undivided Shares allocated to the Commercial Common Areas and Facilities (Phase 1B) and the Commercial Carpark Common Areas and Facilities (Phase 1B) together with the Commercial Common Areas and Facilities (Phase 1B) and the Commercial Carpark Common Areas and Facilities (Phase 1B) shall be assigned to the Manager free of costs or consideration subject to and with the benefit of the Conditions and this Deed and the Sub-Deed in respect of the Commercial Accommodation (Phase 1B).
- (iv) Upon execution of the Sub-Deed in respect of the Commercial Accommodation (Phase 2), such of the Undivided Shares allocated to the Commercial Common Areas and Facilities (Phase 2) and the

Commercial Carpark Common Areas and Facilities (Phase 2) together with the Commercial Common Areas and Facilities (Phase 2) and the Commercial Carpark Common Areas and Facilities (Phase 2) shall be assigned to the Manager free of costs or consideration subject to and with the benefit of the Conditions and this Deed and the Sub-Deed in respect of the Commercial Accommodation (Phase 2).

- (v) Such Undivided Shares together with the right to hold, use, occupy and enjoy the Common Areas and Facilities of the respective phases shall be held by the Manager as trustee for the benefit of all the Owners for the time being and in the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with this Deed, 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 Building Management 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 corresponding Common Areas and Facilities together with such respective 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.

**8. Obligations of the Owner of the Government Accommodation**

Unless otherwise specified in this Deed, FSI as the Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation (excluding the Items) only but not the remainder of the Development nor any areas, facilities and services outside the Development.

**9. Rights and obligations of the Owner of the Public Coach Park**

- (a) All the parking spaces within the Public Coach Park shall be made available to members of the public at all times for short-term parking of coaches, on hourly, daily or monthly basis or on such other basis as may be approved in writing by the Commissioner for Transport;
- (b) The Public Coach Park shall not be used for any purpose other than for the parking of coaches licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and in particular the Public Coach Park 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.
- (c) The Owner of the Public Coach Park shall not assign, mortgage, charge, demise, underlet or part with the possession of or otherwise dispose of the Public Coach Park except as a whole provided that the Owner may underlet

the parking spaces in the Public Coach Park subject to the conditions provided in sub-clauses (a) and (b) above.

- (d) The Owner of the Public Coach Park shall at all times uphold, maintain, repair, operate, conduct and manage at his own expense the Public Coach Park and everything forming a portion of or pertaining to it and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfaction of the Commissioner for Transport.

#### **SECTION 4: ADDITIONAL RIGHTS OF THE FIRST OWNER**

##### **10. Additional rights of First Owner**

The First Owner 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 PROVIDED THAT the rights reserved to the First Owner under this Clause shall be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to FSI in this Deed and the Conditions :-

- (a) To amend Building Plans etc.

The right to change, amend, vary, add to or alter such parts of the Building Plans, the Master Layout Plan and the Landscape Master Plan existing at the date hereof relating to those parts of the Development owned by the First Owner ("the First Owner's Premises") 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 (if required) of the Director or other Government authorities pursuant to the Conditions PROVIDED THAT any such change, amendment, variation, addition or alteration shall not (i) affect the Government Accommodation, impede or restrict access to or from the Government Accommodation and require approval of the Owner of the Government Accommodation if it directly affects the Government Accommodation and the GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected nor (ii) 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 and PROVIDED FURTHER THAT the exercise of this right should not affect the Common Areas and Facilities or any part of the Development owned by other Owners.

- (b) To modify Conditions 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 Conditions (including the plan(s) annexed thereto) in so far as the First Owner's Premises are concerned or to procure a licence or easement from the Government for installing on

government land pipes, sewers, subways or other facilities serving exclusively the First Owner's Premises in such manner as the First Owner may deem fit without the concurrence or approval of any Owner 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 the exercise of this right (i) shall require prior written approval of the Owner of the Government Accommodation if in the opinion of GPA it directly affects the Government Accommodation; (ii) shall not be prejudicial to the rights of the Owner of the Government Accommodation in the use and enjoyment of and access to the Government Accommodation; and (iii) must not result in the Owner of the Government Accommodation being liable for any premium payable for any variation save that the Owner of the Government Accommodation may agree to pay that portion of the premium payable for the variation to the extent that the variation, in the opinion of the GPA, directly benefits the Government Accommodation but not otherwise PROVIDED FURTHER THAT 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 any such part of the Development and PROVIDED FURTHER THAT 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 be accrued 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 Common Areas and Facilities with all necessary equipment, plant and materials for the purposes of completing the construction of the other parts of the Development and of constructing such other buildings or structures thereon and may, for such purposes, carry out all such works in, under, on or over the Common Areas and Facilities as it may from time to time see fit. The First Owner may only exercise the right of entry to the Government Accommodation where entry is unavoidable and in that event, the First Owner shall give prior reasonable notice to the Owner of the Government Accommodation, ensure that least disturbance is caused and indemnify FSI as the Owner of the Government Accommodation in respect of costs and expenses incurred for any damage caused to the Government Accommodation. 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 that the Owners, their tenants, servants, agents or licensees may or may not use while such works are being carried out PROVIDED FURTHER THAT the exercise of such right shall not interfere with an Owner's exclusive right to the physical use and occupation of the part or parts of the Development which he is entitled or impede or restrict the access to and from any such part or parts of the Development and PROVIDED FURTHER THAT the First Owner shall at its own expense make good any damage or loss that may be caused by or arise from such construction, demolition or other works or such right of entry and shall ensure that such construction works shall cause the least disturbance and



shall be carried out without delay and negligence. The right of the First Owner to enter the Lot and the Development as aforesaid to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner.

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

The right to build and operate in such part or parts of the Common Areas and Facilities to complete the Development in accordance with the Building Plans, the Master Layout Plan and the Landscape Master Plan PROVIDED THAT such buildings and operations shall not contravene the terms and conditions of the Conditions or any of the laws and regulations for the time being in force in Hong Kong, and shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the part of the Development to which he is entitled or impede or restrict the access to and from any such part of the Development and that any damages resulting from such buildings and operations shall be made good by the First Owner at its expense.

(e) To change user

Subject to the approval of the relevant government authorities (if required), at any time hereafter and from time to time to change the user of any part or parts of the First Owner's Premises PROVIDED THAT other Owners' rights to hold, use, occupy and enjoy their Units shall not be affected and access to and from such Units shall not be impeded and PROVIDED FURTHER THAT the Conditions are not contravened and subject to the provisions of this Deed and any Sub-Deeds.

(f) To affix fixtures, signs and advertisements etc.

Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the right for the First Owner, his licensees or other third parties to affix, install, 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 PROVIDED THAT they shall not be installed or affixed onto the external walls of the Government Accommodation and PROVIDED FURTHER THAT they shall not interfere with the use and enjoyment by other Owners and occupiers of the Units owned or occupied by them 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 Common Areas and Facilities with or without workmen and equipment at all reasonable times on giving prior written notice to the Manager (save in case of emergency) for any or all of the purposes aforesaid.

(g) To change name of Development

The right to change the name of the Development (other than the Government Accommodation) at any time 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. For the avoidance of doubt, the First Owner shall, for so long as it is the Owner of the Commercial Accommodation, have the right to change the name of the Commercial Accommodation without the consent of other Owners and without giving notice to other Owners.

(h) 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 (other than the Government Accommodation) vested in the name of 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 in making such dedication the First Owner shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict an Owner's right of access to and from his part of the Development and PROVIDED FURTHER THAT the exercise of this right should not affect the use and enjoyment of the Common Areas and Facilities by the other Owners.

(i) 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 and to negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender without the necessity of joining in any other Owner PROVIDED THAT other Owners' rights to hold, use, occupy and enjoy their Units shall not be affected and access to and from such Units shall not be impeded and PROVIDED FURTHER THAT any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall be credited to the Special Fund.

(j) To utilize balance of the maximum plot ratio

The right to utilize in whole or in part the balance of the maximum plot ratio of the Lot for the time being permitted under the Buildings Ordinance or under the Conditions or otherwise including any concessions or bonus which may be granted by the Building Authority or obtained as a result of modification of the Conditions in so far as the same relate to the First Owner's Premises and which shall remain available at the relevant time in connection with the future development or redevelopment of the First Owner's Premises and the right to develop and redevelop the First Owner's Premises whether in whole or in part, in either case without the concurrence or approval of any other Owners or persons having an interest in the Lot and the Development PROVIDED THAT the exercise of this right shall not interfere with an Owner's exclusive right to hold, use and occupy the part of the Development or of the Lot which he is

entitled or impede or restrict the access to and from any such part or adversely affect the proper use and enjoyment of any such part.

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

The right without the necessity of making any Owner entitled to the exclusive use occupation and enjoyment of any part or parts of the Lot or the Development outside the part or parts of the Lot or the Development in question a party thereto to enter into Sub-Deed(s) in respect of the First Owner's Premises PROVIDED THAT such Sub-Deed(s) shall not conflict with the provisions of this Deed nor affect the rights, interests or obligations of the other Owners bound by any other previous Sub-Deed(s) and shall be subject to the approval of the Director, unless otherwise waived.

- (l) To obtain easements etc.

Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by 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 PROVIDED THAT other Owners' rights to hold, use, occupy and enjoy their Units shall not be affected and access to and from such Units shall not be impeded.

- (m) To grant easement etc.

Subject to the Conditions and the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the right to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any 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 other Owners' rights to hold, use, occupy and enjoy their Units shall not be affected and access to and from such Units shall not be impeded and PROVIDED FURTHER THAT any beneficial receipt from the exercise of such right shall be credited to the Special Fund.

- (n) To lay drains etc.

Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the right to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other similar structures within the Common Areas and Facilities to supply utilities services to the Lot and the Development PROVIDED THAT other Owners' rights to hold, use, occupy and enjoy their Units shall not be affected and access to and from such Units shall not be impeded PROVIDED FURTHER THAT the First Owner shall in the exercise of this right cause the least disturbance to the Owners and make good any damage caused thereby and PROVIDED FURTHER THAT any beneficial receipt from the exercise of such right shall be credited to the Special Fund.

- (o) To install broadcast reception, information distribution or communications system

Subject to prior approval by a resolution of Owners at a meeting of Owners convened under this Deed, the right and privilege to install in or affix to or use or operate on (or permit or grant the right to any person to install in or affix to or use or operate on) the Common Areas and Facilities or any part thereof any broadcast reception, information distribution or communications system including, without limitation, satellite master antenna system, communal aerial broadcast distribution system, microwave distribution system, cable and wireless communications systems, telecommunication system and transmission and transponder systems, which are for the common use and benefit of the Owners, together with the right to repair, maintain, service, remove or replace the same PROVIDED THAT other Owners' rights to hold, use, occupy and enjoy their Units shall not be affected and access to and from such Units shall not be impeded or restricted. Any payment received for the aforesaid approval shall be credited to the Special Fund.

- (p) To dedicate additional Common Areas

Subject to prior approval by a resolution of Owners at a meeting of Owners convened under this Deed, the right to designate and declare by deed any area or part or parts of the Development the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be additional Development Common Areas and Facilities, Residential Common Areas and Facilities or Residential Carpark Common Areas and Facilities whereupon with effect from such designation and declaration such additional Development Common Areas and Facilities, Residential Common Areas and Facilities or Residential Carpark Common Areas and Facilities (as the case may be) shall form part of the Development Common Areas and Facilities, Residential Common Areas and Facilities or Residential Carpark Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Development Common Areas and Facilities, Residential Common Areas and Facilities or Residential Carpark Common Areas and Facilities (as the case may be) PROVIDED THAT the First Owner shall not

have the right to re-convert or re-designate such additional Common Areas and Facilities to its own use or benefit PROVIDED FURTHER THAT such right shall not affect the proper use and enjoyment of the Government Accommodation nor interfere with or affect the right of any Owner to hold, use, occupy and enjoy his Unit and PROVIDED FURTHER THAT notwithstanding anything herein contained, no such approval by a resolution of Owners shall be required for (i) the designation of any part of the Commercial Accommodation to be additional or part of the Common Areas and Facilities under and by virtue of a Sub-Deed(s) subject to the approval of the Director as required under Clause 10(k); or (ii) the designation of any part of Phase 2 to be additional or part of the Development Common Areas and Facilities, Residential Common Areas and Facilities or Residential Carpark Common Areas and Facilities (as the case may be) prior to the execution of the Sub-Deed in respect of Phase 2.

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

Subject to the prior approval of the Director, the right to adjust and/or allocate and/or reallocate and/or sub-allocate the number of Undivided Shares in the Lot and the Development retained by the First Owner relating thereto and the manner in which the same shall be notionally divided and the fraction which each such Undivided Share bears to the whole PROVIDED THAT such adjustment and/or allocation and/or re-allocation and/or sub-allocation shall not affect the proportion of Undivided Shares allocated to the Government Accommodation nor affect the other Owners' sole and exclusive right and privilege to hold use and occupy their part or parts of the Development and PROVIDED FURTHER THAT no such adjustment shall affect such other Owners' rights in the Development.

- (r) To change or alter Phase 2

Subject to the approval of the relevant government authorities, at any time before the assignment of any Unit in Phase 2, to change, amend, vary, add to or alter the plans of Phase 2 and to determine or change or alter the number of Units to be included, constructed or erected in or on Phase 2 of the Development and to change or alter the location and/or the areas and/or users of Phase 2 without the concurrence or approval of any other Owner PROVIDED THAT the right of other Owners to the exclusive use and enjoyment of such part or parts of the Development owned by them and the access to and from such part or parts shall not be affected and PROVIDED FURTHER THAT the First Owner's exercise of its right under this sub-clause shall not affect the proper use and enjoyment of the Government Accommodation and shall not impede or restrict the access to or from the Government Accommodation.

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

(a) Power of attorney to First Owner

Except as otherwise provided in this Deed, the Owners (except the Owner of the Government Accommodation) hereby jointly and severally and irrevocably APPOINT the First Owner as their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 10 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 (save and except in assignment of the Government Accommodation) by an Owner of the Undivided Shares and the part of the Development which he owns shall include a covenant in substantially the following terms: "The Purchaser covenants with the Vendor for itself and as agent for Choice Win (H.K.) Limited ("**the Company**" which expression shall include its successors assigns (other than the Purchaser) and attorneys) to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "**the Covenanting Purchaser**") and shall enure for the benefit of the Development and be enforceable by the Company and its successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 10 of a Deed of Mutual Covenant and Management Agreement dated the [●] day of [●] and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
- (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full

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

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

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

## **SECTION 5: MANAGER AND MANAGEMENT CHARGES**

### **12. Appointment and Termination of Manager**

- (a) Subject to the provisions of the Building Management Ordinance (Cap. 344), 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 12.
- (b) (i) No resignation of the Manager shall take effect unless it has previously given not less than three (3) months' notice in writing of its intention to resign :-
  - (A) by sending such notice to the Owners' Committee; or
  - (B) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.

- (ii) The notice referred to in Clause 12(b)(i)(B) may be given:-
  - (A) by delivering it personally to the Owner; or
  - (B) by sending it by post to the Owner at his last known address; or
  - (C) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (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 convened under this Deed and supported by Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) and by giving the Manager not less than three (3) months' notice in writing.
- (iv) The appointment of the Manager may be terminated in the event that the Manager is wound up or has a receiving order made against it.
- (c) (i) Subject to Clause 12(c)(iv), at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution :-
  - (A) passed by a majority of the votes of the Owners voting either personally or by proxy; and
  - (B) supported by the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities),
 terminate by notice the DMC Manager's appointment without compensation.
- (ii) The resolution under Clause 12(c)(i) shall have effect only if
  - (A) the notice of termination of appointment is in writing;
  - (B) provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;
  - (C) the notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
  - (D) the notice and the copy of the resolution is given to the DMC Manager within fourteen (14) days after the date of the meeting.
- (iii) The notice and the copy of the resolution referred to in Clause 12(c)(ii)(D) may be given :



- (A) by delivering them personally to the DMC Manager; or
  - (B) by sending them by post to the DMC Manager at its last known address.
- (iv) For the purposes of Clause 12(c)(i):-
- (A) only the Owners of Undivided Shares who pay or who are liable to pay the management expenses relating to those Undivided Shares shall be entitled to vote;
  - (B) the reference in Clause 12(c)(i)(B) to “the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate” shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate who are entitled to vote.
- (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 12(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 12(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 12(c):-
- (A) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
  - (B) if no such appointment is approved under Clause 12(c)(vii)(A) by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.
- (viii) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under Clause 12(c)(vii)(B), the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that Clause 12(c)(vii)(B) that may otherwise render that person liable for a breach of that undertaking or agreement.
- (ix) This Clause 12(c) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under section

34E(4) of the Building Management Ordinance (Cap.344) but does not apply to any single manager referred to in that section 34E(4).

**13. Delivery of books and records of accounts**

- (a) Subject to Clause 13(b), if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the 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.
- (b) If the Manager's appointment ends for any reason, it shall within two (2) months of the date its appointment ends:-
  - (i) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which its appointment ends and ending on the date its appointment ended and a balance sheet as at the date its appointment ended, and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
  - (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of Clause 13(b)(i) and have not been delivered under Clause 13(a).

**14. Appointment of New Manager**

In the event of the Manager giving notice as hereinbefore provided or in the case of the Manager being dismissed the Manager shall convene a meeting of the Owners' Committee to elect a manager to take its place or in the case of the Manager being wound up or having a receiving order made against it or failing to convene a meeting of the Owners' Committee as aforesaid a meeting of the Owners' Committee may be convened to elect a manager to take its place and such meeting shall elect a manager who shall at the conclusion of the meeting of the Owners' Committee aforesaid thereupon and henceforth become vested with all the powers and duties of the Manager hereunder. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that subject to the provisions of the Building Management Ordinance (Cap.344), 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 execution of this Deed.

**15. Manager's Remuneration**

The annual remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual expenditure costs and charges (excluding the

Manager's remuneration and any capital expenditure or expenditure drawn out of the Special Fund) reasonably and necessarily incurred in the management of the Lot and the Development or any portion 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. 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 estimated total annual expenditure for the management of the Lot and the Development (excluding the Manager's remuneration and any capital expenditure or expenditure drawn out of the Special Fund) payable by the Owners according to the annual budget or revised budget for the year in question to be prepared as provided in Clauses 16-18 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 38 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.

## 16. **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 period of twelve (12) months adopted by the Manager as the financial year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) 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 seven (7) consecutive days;
  - (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of fourteen (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 seven (7) consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) of this Clause before the start of that financial year, the total amount of the management expenses for that year shall :-
- (i) until he has so complied, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year;
  - (ii) when he has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (d) Where a budget has been sent or displayed in accordance with sub-clause (b)(v) of this Clause and the Manager wishes to revise it, it shall follow the same procedures in respect of the revised budget as apply to the draft budget and 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 expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of one (1) month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) of this Clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of management expenses for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clause (b) or (d) of this Clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding 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 PROVIDED THAT on request the Manager shall provide FSI free of charge with copies of quarterly accounts, audited reports and budgets to justify the expenses incurred/estimated. The said accounts, reports, budgets, notices and demands shall be sent free of charge to the FSI by prepaid post or delivered by hand to the GPA or such other person and address nominated by the FSI in writing.

- (h) For the purpose of this Clause 16, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.

**17. 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 March. Subject to the provisions of this Deed, the annual budget shall be in the following parts :-

- (a) The first part ("**Development Common Budget**") shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Development and the Development Common Areas and Facilities therein including but without prejudice to the generality of the foregoing :-
- (i) the maintenance, operation, repair and cleansing of all the Development Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Development Common Areas and Facilities;
  - (ii) the cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Development Common Areas and Facilities;
  - (iii) the cost of all electricity, gas, water, telephone and other utilities serving the Development Common Areas and Facilities;
  - (iv) the provision of security guard services for the Development and the cost of employing caretakers, watchmen, cleaners, lift operators and attendants and such other staff to manage and administer the Development Common Areas and Facilities;
  - (v) the cost and expense of maintaining such areas or drains and channels whether within or outside the Lot that are required to be maintained under the Conditions;
  - (vi) the Government rent payable under the Conditions in respect of the Common Areas and Facilities;
  - (vii) the remuneration of the Manager calculated in accordance with Clause 15 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) the costs, expenses and fees for any staff, legal and accounting fees and all other professional fees and administrative services and all disbursements, out-of-pocket expenses 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 (excluding the Government Accommodation);
  - (xii) all costs incurred in connection with the Development Common Areas and Facilities;
  - (xiii) any tax payable by the Manager on any of the sum held by it under the provisions of this Deed Provided however that any tax payable on the Manager's remuneration shall be borne and paid by the Manager;
  - (xiv) the cost of repairing and maintaining all slopes, retaining walls and other structures on outside or adjacent to the Lot or forming part of the Development or for which the Owners are liable to maintain including but not limited to the slope structures (if any) in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual;
  - (xv) the cost of repairing and maintaining all roads and footbridges on the Lot or forming part of the Development;
  - (xvi) the cost and expense of inspecting maintaining reinstating repairing the foundations, columns and other structures constructed or to be constructed and reinstating and making good the same in the event of any landslide, subsidence or falling away and the drains nullahs sewers pipes watermains and channels and such other areas within or outside the Lot that are required to be maintained under the Conditions or for the proper functioning of the Development;
  - (xvii) the cost and expense of upholding, repairing, maintaining and managing the Public Loading and Unloading Park;
  - (xviii) the cost and expense of maintaining the Fire Services Access and keeping the same free from obstruction; and
  - (xix) the costs of maintaining, repairing and operating the Items and any other parts of the Government Accommodation specified in the maintenance schedule agreed from time to time with the Owner of the Government Accommodation.
- (b) The second part shall cover expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to different specific parts of the Development and shall be divided into four sections :-

- (i) the first section ("**Residential Common Budget**") 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 providing service to Owners of Residential Units including (without in any way limiting the generality of the foregoing) such expenditure in the operation, maintenance, repair and replacement of lifts in the Residential Common Areas and Facilities and the equipment therein the charges for the supply of flushing water, the operation, maintenance, repair, cleansing, lighting and security of the entrance lobbies and lift halls in the Residential Accommodation and such proportionate part of the general expenditure for cost of staff, caretakers, watchmen and security forces, removal and disposal of rubbish and recreational activities for the Owners of Residential Units as the Manager shall consider fair and reasonable;
- (ii) The second section ("**Residential Carpark Common Budget**") shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Carpark Common Areas and Facilities including (without in any way limiting the generality of the foregoing) in such expenditure such proportionate part of the general expenditure for cost of staff, watchmen, caretakers and security forces, the charges for the supply of electricity, flushing water and lighting and the removal and disposal of rubbish as the Manager shall consider fair and reasonable;
- (iii) the third section ("**Commercial Common Budget**") 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 Commercial Common Areas and Facilities providing service to Owners of the Commercial Units including (without in any way limiting the generality of the foregoing) such expenditure in the operation, maintenance, repair and replacement of lifts in the Commercial Common Areas and Facilities and the equipment therein the charges for the supply of flushing water, the operation, maintenance, repair, cleansing, lighting and security of the entrance lobbies and lift halls in the Commercial Accommodation and such proportionate part of the general expenditure for cost of staff, caretakers, watchmen and security forces, removal and disposal of rubbish for the Owners of the Commercial Units as the Manager shall consider fair and reasonable;
- (iv) The fourth section ("**Commercial Carpark Common Budget**") 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 Commercial Carpark Common Areas and Facilities including (without in any way limiting the generality of the foregoing) in such expenditure such proportionate part of the general expenditure for cost of staff, watchmen, caretakers and security forces, the charges

for the supply of electricity, flushing water and lighting and the removal and disposal of rubbish as the Manager shall consider fair and reasonable;

**PROVIDED THAT:-**

- (a) expenditure of a capital and/or improvement nature for the improvement of the Development (excluding the Government Accommodation) and/or the replacement or improvement of installations, systems, equipment and apparatus within or forming part of the Common Areas and Facilities including and/or for the efficient management and maintenance of the Development including the initial capital costs of setting up a shuttle bus service (if any) and the cost of maintaining and repairing any of the slope structures (if any) or other structures in compliance with the Conditions shall be compiled in a separate heading within the appropriate section of the annual budget and shall be payable out of the Special Fund mentioned in Clause 22 when the same is established;
- (b) the annual budget shall also set out an estimate as to the time of any likely need to draw in the Special Fund; and
- (c) in the event that a Sub-Deed is entered into in respect of any component part of the Development (excluding the Government Accommodation) and in the Sub-Deed any areas and facilities which do not otherwise fall within the definition of Common Areas and Facilities are designated as common areas and facilities as a consequence of which the same thereby become part of the Common Areas and Facilities a new section of the annual budget shall be established by the Manager such section to cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to such common areas and facilities and such expenditure shall be borne by the Owners of that component part of the Development.

**18. 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\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless-
  - (i) the supplies, goods or services are procured by invitation to tender; and
  - (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344).
- (b) Subject to sub-clause (c) 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 management budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless –



- (i) if there is an Owners' Corporation -
  - (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 Building Management Ordinance (Cap.344); 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 Building Management Ordinance (Cap.344); 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-clauses (a) and (b) above do not apply to any supplies, goods or services which but for this sub-clause would be required to be procured by invitation to tender (referred to in this sub-clause as "relevant supplies, goods or services") –
  - (i) where there is an Owners' Corporation, if –
    - (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.

**19. Calculation and payment of management expenses and annual budget**

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

- (a) The amount of the monthly or other contributions payable by each Owner shall be specified and demanded by the Manager from time to time by notice in writing PROVIDED THAT for the avoidance of doubt, no contributions shall be payable in respect of the Undivided Shares allocated to the Common Areas and Facilities and the Government Accommodation save and except provided under proviso (d) of this Clause 19;
- (b) Each Owner (save and except the Owner of the Government Accommodation) shall pay for every Undivided Share allocated to any Units of which he is the Owner a fraction of the total amount assessed under the annual adopted Development Common Budget in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares of all the Units in the Development excluding those of the Government Accommodation;
- (c) (i) Each Owner of the Residential Units in addition to the amount payable under sub-clause (b) above shall in respect of each Undivided Share allocated to a Residential Unit of which he is the Owner pay a fraction of the aggregate of (i) the total amount assessed under the annual adopted Residential Common Budget and (ii) a percentage (calculated in accordance with the formula set out in sub-clause (c)(ii) below) of the total amount assessed under the annual adopted Residential Carpark Common Budget. The numerator of the said fraction shall be one and the denominator shall be the total number of Undivided Shares allocated to all the Residential Units;
- (ii) Percentage in sub-clause (c)(i) = 
$$\frac{\text{Number of Visitors' Parking Spaces}}{\text{Number of Visitors' Parking Spaces} + \text{Number of Residential Car Parking Spaces} + (\text{Number of Residential Motor Cycle Parking Spaces} \times 1/5)}$$
- (d) (i) Each Owner of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces in addition to the amount (if any) payable under sub-clause (b) above shall in respect of each Undivided Share allocated to a Residential Car Parking Space or a Residential Motor Cycle Parking Space (as the case may be) of which he is the Owner pay a fraction of a percentage (calculated in accordance with the formula set out in sub-clause (d)(ii) below) of the total amount assessed under the annual adopted Residential Carpark Common

Budget. The numerator of the said fraction shall be one and the denominator shall be the total number of Undivided Shares allocated to all the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces;

$$(ii) \quad \text{Percentage in sub-clause (d)(i)} = \frac{\text{Number of Residential Car Parking Spaces} + (\text{Number of Residential Motor Cycle Parking Spaces} \times 1/5)}{\text{Number of Visitors' Parking Spaces} + \text{Number of Residential Car Parking Spaces} + (\text{Number of Residential Motor Cycle Parking Spaces} \times 1/5)}$$

- (e) Upon the execution of the Sub-Deed(s) in respect of the Commercial Accommodation, each Owner of a Commercial Unit shall pay for every Undivided Share allocated to any Commercial Units of which he is the Owner a fraction of the total amount assessed under the annual adopted Commercial Common Budget in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares of all the Commercial Units;
- (f) Upon the execution of the Sub-Deed(s) in respect of the Commercial Accommodation, each Owner of a Commercial Car Parking Space and the Commercial Motor Cycle Parking Space shall pay for every Undivided Share allocated to a Commercial Car Parking Space or a Commercial Motor Cycle Parking Space (as the case may be) of which he is the Owner a fraction of the total amount assessed under the annual adopted Commercial Carpark Common Budget in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares of all the Commercial Car Parking Spaces and the Commercial Motor Cycle Parking Spaces;
- (g) If a Sub-Deed is entered into in respect of any component part of the Development (excluding the Government Accommodation) and a new section of the annual budget is established for that component part in accordance with proviso (c) of Clause 17, each Owner of that component part shall in addition contribute his due proportion of the budgeted management expenses for that section in the manner provided in the Sub-Deed;
- (h) 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 or group of Units (excluding the Government Accommodation) and no Owner of any other Unit shall receive any material benefit therefrom, the full amount shall be excluded from the annual budget and shall be paid by the Owner(s) of that particular Unit or group of Units on demand;
- (i) For the avoidance of doubt, it is hereby expressly provided that the First Owner's liability to make the aforesaid payment shall in no way be reduced by reason of the fact that any of the Units remains unsold and each Owner shall be personally liable to make the above payment to the Manager whether or not his part of the Development is vacant or occupied and whether or not it has

been let or leased to tenant or is occupied by the Owner himself or any other person, provided always that no Owner shall be called upon to pay more than his fair share; and

- (j) All outgoings including management expenses 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 and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings.

PROVIDED THAT :-

- (a) the First Owner shall be obliged to make the payments and contributions as aforesaid which are of a recurrent nature for any Undivided Shares allocated to any part(s) of the Development and any of the Units remaining unsold SAVE AND EXCEPT those in respect of Undivided Shares allocated to any part(s) of the Development and the Units the construction of which has not been completed and the Consent to Assign or Certificate of Compliance in respect of which has not been issued except to the extent that such uncompleted part(s) of the Development benefit(s) from the provisions of this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining any slope structures or as to the security afforded by the management of the completed part(s)) of the Development;
- (b) FSI as the Owner of the Public Transport Interchange and the Public Toilet shall not be liable to contribute to any management and maintenance charges incurred by the Manager in the management and maintenance of the remainder of the Development and in particular shall not be liable for payment of any management and maintenance charges whatsoever incurred in respect of the Common Areas and Facilities, including the Items;
- (c) FSI as the Owner of the Public Transport Interchange and the Public Toilet shall not be liable for any payment of capital equipment fund, insurance premium, Special Fund, debris removal fee or payment of a like nature;
- (d) FSI as the Owner of the Integrated Family Service Centre, the Special Child Care Centre cum Early Education and Training Centre, the District Support Centre, the Day Care Centre for the Elderly and the Community Hall shall be liable for payment of the management and maintenance charges only in respect of facilities or services which actually serve the Integrated Family Service Centre, the Special Child Care Centre cum Early Education and Training Centre, the District Support Centre, the Day Care Centre for the Elderly and the Community Hall or are used by the occupier thereof, his servants, contractors, agents or visitors Provided however that the liability of FSI shall be as determined by the GPA or person nominated by the Director for this purpose and in any event shall not exceed the proportion of the management and maintenance charges which the gross floor area of the Integrated Family Service Centre, the Special Child Care Centre cum Early Education and Training Centre, the District Support Centre, the Day Care Centre for the Elderly and the Community Hall bears to the gross floor area of all the buildings erected or to be erected on the Lot and shall only commence from the date of the Assignment or the date of taking over of the Integrated

Family Service Centre, the Special Child Care Centre cum Early Education and Training Centre, the District Support Centre, the Day Care Centre for the Elderly and the Community Hall, whichever is the earlier and Provided further that FSI shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by the GPA or person nominated by the Director for this purpose;

- (e) FSI as the Owner of the Integrated Family Service Centre, the Special Child Care Centre cum Early Education and Training Centre, the District Support Centre, the Day Care Centre for the Elderly and the Community Hall shall have no liability for any contribution towards any management and maintenance charges for any other part of the Development (whether Common Areas and Facilities or otherwise) or for the provision of facilities or services which do not, in the opinion of the GPA or person nominated by the Director for this purpose, directly serve or otherwise directly benefit the Integrated Family Service Centre, the Special Child Care Centre cum Early Education and Training Centre, the District Support Centre, the Day Care Centre for the Elderly and the Community Hall; and
- (f) FSI as the Owner of the Integrated Family Service Centre, the Special Child Care Centre cum Early Education and Training Centre, the District Support Centre, the Day Care Centre for the Elderly and the Community Hall shall not be liable for any payment of :-
  - (i) management deposits referred to in Clause 23(a);
  - (ii) Special Fund save and except provided in Clause 22(d);
  - (iii) insurance premium in respect of the Integrated Family Service Centre, the Special Child Care Centre cum Early Education and Training Centre, the District Support Centre, the Day Care Centre for the Elderly and the Community Hall;
  - (iv) debris removal fee referred to in Clause 23(c); and
  - (v) penalty charges on late payment of management and maintenance charges;

or payment of a like nature.

**20. 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 (excluding the Owner of the Government Accommodation) 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 19 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.

21. **Exclusion from management expenses**

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

- (a) Any sum attributable or relating to the cost of completing the construction of the Development or any part thereof or any of the Common Areas and Facilities therein or the Government Accommodation 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 Conditions 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 tenable repair and condition of the main structure, the external and interior fixtures and fittings, walls, floors, windows (including Windows with Sliding Panel Behind) and doors, terrace, 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.

22. **Special Fund**

- (a) The Manager shall establish and maintain a special fund (the "Special Fund") which will be held by the Manager as trustee for all the Owners (save and except the Owner of the Government Accommodation) to provide for expenditure of a kind not expected by it to be incurred annually (which includes but is not limited to, expenses for the renovation, improvement and repair of installation, plant and equipment in the Common Areas and Facilities and the costs of the relevant investigation works and professional services).
- (b) Apart from the initial contribution to the Special Fund, each Owner (save and except the Owner of the Government Accommodation) shall covenant with the other Owners also on demand pay to the Manager such further sum in each calendar year (as included in the monthly management contribution) payable in respect of the Unit of which he is the Owner and at such time as determined by a resolution of the Owners of the Development at an Owners' meeting convened under this Deed PROVIDED THAT such contribution to the further sum shall be in proportion to the Undivided Shares as provided in the First Schedule hereto. 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 PROVIDED THAT such contribution to the further annual sum shall be in proportion to the Undivided Shares allocated to the relevant Unit.

- (c) Except where the First Owner has made payments under this Deed, each Owner (save and except the Owner of the Government Accommodation) being the first assignee of his Unit shall upon the assignment of his Unit to him by the First Owner pay to the Manager an initial contribution to the Special Fund which contribution is non-refundable and non-transferable which amount shall be equal to two (2) months' of the first year's budgeted management contribution payable in respect of his Unit and the First Owner is required to make such contribution in respect of any Units which have been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to the Units (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later. 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 Clause 22(a). Without prejudice to the generality of the above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts ("the said segregated account(s)"), 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. The Manager shall display a document showing evidence of any account opened and maintained as provided above in a prominent place in the Development. 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). For the avoidance of doubt, the Manager shall not use the Special Fund or any part or parts thereof for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development. The Manager shall without delay pay all money received by it in respect of the Special Fund into the accounts opened and maintained as provided above or, if there is an Owners' Corporation, the said segregated account(s).
- (d) FSI as the Owner of the Integrated Family Service Centre, the Special Child Care Centre cum Early Education and Training Centre, the District Support Centre, the Day Care Centre for the Elderly and the Community Hall shall contribute to the Special Fund such sum for the reimbursement of capital expenditure, as shall first be approved by the GPA or person nominated by the Director for this purpose, in respect of facilities and services which actually serve the Integrated Family Service Centre, the Special Child Care Centre cum Early Education and Training Centre, the District Support Centre, the Day Care Centre for the Elderly and the Community Hall or are used by the occupier thereof, his servants, contractors, agents or visitors PROVIDED THAT any contribution by FSI under this sub-clause (d) shall be subject to the same principles or conditions as set out in proviso (d) of Clause 19.

### **23. Owners' contributions to fees and deposits**

- (a) Subject to Clause 35 and except where the First Owner has made payments under this Deed, each Owner (save and except the Owner of the Government

Accommodation) being the first assignee of his Unit shall upon the assignment of his Unit to him from the First Owner deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to three (3) months' monthly management contribution 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 and the First Owner is required to make such contribution in respect of any Units which have been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to the Units (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later and Provided further 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 (save and except the Owner of the Government Accommodation) being the first assignee of his Unit shall upon the assignment of his Unit to him from the First Owner pay to the Manager in advance two (2) month's monthly management contribution 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 upon the assignment of the Residential Unit from the First Owner pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than one (1) month's monthly management contribution payable in respect of his part of the Development in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his Residential Unit and the First Owner is required to make such contribution in respect of any Residential Units which have been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to the Units (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later. Any portion of such debris removal fees which has not been used for debris removal as aforesaid shall form part of the Special Fund for the Owners of the Residential Units. For the avoidance of doubt, the Owner of the Commercial Accommodation shall make its own arrangements to remove debris arising from decoration works carried out in the Commercial Accommodation and shall not be liable to pay a debris removal fee to the Manager in respect of the Commercial Accommodation. The Manager shall not be responsible for removing debris arising from decoration works carried out in the Commercial Accommodation.
- (d) Each Owner being the first assignee of a Residential Unit shall upon the assignment of the Residential Unit from the First Owner pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to



his Residential Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Residential Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.

- (e) Each Owner being the first assignee of a Residential Car Parking Space or a Residential Motor Cycle Parking Space shall upon the assignment of the Residential Car Parking Space or the Residential Motor Cycle Parking Space (as the case may be) from the First Owner pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Residential Car Parking Space or Residential Motor Cycle Parking Space (as the case may be)) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Residential Carpark Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (f) Each Owner (save and except the Owner of the Government Accommodation) being the first assignee of a Unit shall upon the assignment of the Unit from the First Owner pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Development Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (g) Upon the execution of the Sub-Deed(s) in respect of the Commercial Accommodation, each Owner being the first assignee of a Commercial Unit shall upon the assignment of the Commercial Unit from the First Owner pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Commercial Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Commercial Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (h) Upon the execution of the Sub-Deed(s) in respect of the Commercial Accommodation, each Owner being the first assignee of a Commercial Car Parking Space or a Commercial Motor Cycle Parking Space shall upon the assignment of the Commercial Car Parking Space or the Commercial Motor Cycle Parking Space (as the case may be) from the First Owner pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Commercial Car Parking Space or Commercial Motor Cycle Parking Space (as the case may be)) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Commercial Carpark Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.

24. **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.

25. **Additional charges, etc.**

Notwithstanding anything contained in this Deed the Manager shall be entitled in its discretion to charge a reasonable administrative fee as consideration for granting and processing any consent (which consent shall not be unreasonably withheld) required from the Manager pursuant to this Deed PROVIDED THAT such consideration shall be credited to the Special Fund PROVIDED FURTHER THAT any consent that the Owner of the Government Accommodation may be required to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge.

26. **Income other than management expenses**

- (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof, such sum or sums in connection with their use of the Common Areas and Facilities as the Manager shall reasonably determine and such sum or sums collected shall be paid into and form part of the management funds for the benefit of all Owners.
- (b) All moneys, income, fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any House Rules shall be paid into and form part of the management funds and:-
  - (i) In so far as they arise from or are attributable to the Development Common Areas and Facilities providing service to the Owners of the Development be notionally credited to the Development Common Budget;
  - (ii) In so far as they arise from or are attributable to the Residential Common Areas and Facilities providing service to Owners of Residential Units be notionally credited to the Residential Common Budget;
  - (iii) In so far as they arise from or are attributable to the Residential Carpark Common Areas and Facilities providing service to Owners of the Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces and the Residential Units (as users of the Visitors' Parking Spaces) be notionally credited to the Residential Carpark Common Budget;
  - (iv) In so far as they arise from or are attributable to any areas designated as common areas and facilities under a Sub-Deed in respect of a

component part of the Development be notionally credited to the section of the annual budget established for that component part;

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

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

**27. Interest and collection charge on late payment**

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

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

**28. Civil action by Manager**

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

**29. Registration of charge against Undivided Share of defaulting Owner**

In the event of any Owner (save and except the Owner of the Government Accommodation) failing to pay any sum due and payable by him in accordance with

the provisions of this Deed or any relevant Sub-Deed(s) or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed or any relevant Sub-Deed(s) within thirty (30) days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in Clause 27 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 28 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.

**30. Order for sale**

Any charge registered in accordance with Clause 29 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 28 shall apply equally to any such action.

**31. Proceedings to enforce this Deed and House Rules**

The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed or any relevant Sub-Deed(s) binding on such Owner and of the House Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 28 shall apply to all such proceedings.

**32. Application of insurance money etc.**

Subject to Clause 65 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.

**33. 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 27-31 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.

34. **Amount to be credited to Special Fund**

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

35. **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 Clause 23(a) and his contribution(s) towards the Special Fund under Clause 22 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 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 PROVIDED FURTHER THAT 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 65, 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.

36. **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 March but thereafter the financial year shall commence on the 1st day of April and shall terminate on the 31st day of March of the following 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 any).

37. **Manager to maintain account**

- (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Development.
- (b) Without prejudice to the generality of Clause 37(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 it 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 37 (a) or (b) in a prominent place in the Development.
- (d) Subject to Clauses 37(e) and (f), the Manager shall without delay pay all money received by it in respect of the management of the Development into the account opened and maintained under Clause 37(a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 37(b).
- (e) Subject to Clause 37(f), the Manager may, out of money received by it in respect of the management of the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under Clause 37(e) or the payment of that amount into a current account in accordance with Clause 37(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 any).
- (g) Any reference in this Clause 37 to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Development.

### 38. **The Manager to keep books and accounts**

The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years. Within one (1) month after each consecutive period of three (3) months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days. Within two (2) months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days. The income and expenditure account and balance sheet shall within six (6) months after the end 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 and balance sheet 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 then needed.

39. **Inspection of accounts by Owners**

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

40. **Powers, functions and obligations of Manager**

The management of the Lot, the Development (other than the Government Accommodation) shall be undertaken by the Manager for an initial period of not exceeding **two (2)** years and shall continue until terminated as provided under Clause 12 and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed and to enforce and carry into effect all provisions of this Deed subject to the Building Management Ordinance (Cap.344). In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot, the Development (other than the Government Accommodation) and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant Sub-Deed(s);
- (b) To manage, maintain and control the common driveways and parking areas on the Lot and the Development and to impound any cars, pedal bicycles, motorcycles and other vehicles parked in any area not reserved for parking or any vehicles parked in any Residential Car Parking Space or Residential Motor Cycle Parking Space without the consent of the Owner or lawful

occupier of such Residential Car Parking Space or Residential Motor Cycle Parking Space (as the case may be) or any vehicle parked in any Visitors' Parking Space or Residential Loading and Unloading Space without payment of charges (if any) therefor and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such Residential Car Parking Spaces, Residential Motor Cycle Parking Spaces, Visitors' Parking Spaces or Residential Loading and Unloading Spaces and the Manager is entitled to charge reasonable administrative fees relating to removal or impoundment of any cars, pedal bicycles, motorcycles and other vehicles and to provide unimpeded access and other necessary action relative thereto (such fees shall be paid into the Special Fund);

- (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured the Common Areas and Facilities as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire and other risks as the Manager shall reasonably deem fit, occupiers' liability, public liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Development with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the 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 including those areas which are not the Common Areas and Facilities but excluding the Government Accommodation 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, elevations and façade, including windows and window frames, situated in the Common Areas and Facilities;
- (h) To repair, maintain, upkeep, improve, control, operate and manage the Club House in good conditions to the satisfaction of the Director in accordance with the Conditions;
- (i) To choose from time to time the colour and type of façade of the Development, including that of the Residential Units;



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

- (t) To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit T.V. system and burglar alarms and other security measures in the Development at all times;
- (u) To maintain and operate or contract for the maintenance and operation of the communal radio or television aerials, satellite or cable television system (if any) which serve the Development;
- (v) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or any thing in or on the Common Areas and Facilities or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Conditions and to demand and recover from the Owner by whom such structure or other thing as aforesaid was erected or installed the reasonable costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager;
- (w) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners (other than FSI or GPA in respect of proceedings involving the Government Accommodation) 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;
- (x) 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 Conditions or this Deed;
- (y) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Development of any provisions of the Conditions or this Deed;
- (z) To prevent any person detrimentally altering or injuring any part or parts of the Development or any of the Common Areas and Facilities thereof;
- (aa) To prevent any person from overloading the floors of the Development or any part or parts thereof;
- (bb) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;
- (cc) To have the right to deal in 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 Common Areas and Facilities, the Fire Safety Management Plan (including but not limited to all fire services installations required to be installed pursuant to the Fire Safety Management Plan) and the fire safety system of the Development;

- (dd) 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 under this Deed to any such persons and such persons 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 whole Development and no provision in this Deed will take away or reduce that responsibility;
- (ee) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the 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;
- (ff) To enforce the due observance and performance by the Owners of the terms and conditions of the Conditions and this Deed and any relevant Sub-Deed(s) and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (gg) To ensure that all Owners or occupiers of the Units maintain the Units owned or occupied by them in a satisfactory manner so that they will not adversely affect the proper use and enjoyment of other Owners of their Units, and if there is any default on such part of any such Owners or occupiers, to carry out any necessary maintenance works for the purpose of abating any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners and to take all possible steps to recover the cost therefor from the defaulting Owner or occupiers;
- (hh) Subject to the prior approval of the Owners' Committee (or the Owners' Corporation, if formed), to obtain easements, quasi-easements, rights, privileges and licences from and to enter into such arrangements and agreements with the Government or the general public or any person or persons upon such terms and conditions as the Manager may in its reasonable discretion think fit PROVIDED THAT the prior approval by a resolution of the Owners at a meeting of Owners convened under this Deed is required if the obtaining of any such rights is subject to liability of the Owners;
- (ii) Subject to the prior approval of the Owners' Committee (or the Owners' Corporation, if formed), 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 on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT any consideration received or receivable from the exercise of such right shall form part of the Special Fund PROVIDED FURTHER THAT the prior approval by a resolution of the Owners at a meeting of Owners convened under this Deed is required if the obtaining of any such rights is subject to liability of the Owners;

- (jj) Subject to the Conditions and the prior approval of the Owners' Committee (or the Owners' Corporation, if formed), to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Common Areas and Facilities of the Lot which the Manager shall in its absolute discretion deem appropriate and on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring land PROVIDED THAT the granting of such easements and rights shall not prejudicially affect any Owner's right to hold use occupy and enjoy his Unit or impede or restrict the access to and from any such part of the Development;
- (kk) To deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole;
- (ll) Subject to the prior approval of the Owners' Committee (or the Owners' Corporation, if formed), 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 such use shall not be in breach of the Conditions and all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed or any relevant Sub-Deed(s) PROVIDED FURTHER THAT any such right 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;
- (mm) To remove any dogs, cats, birds or other animals or fowls from the Development (other than the Commercial Accommodation) if, (i) in the opinion of the Manager, such dogs, cats, birds or other animals or fowls is causing a nuisance or disturbance to other Owners or occupiers of the Development and (ii) if the same has been the cause of written complaint of at least two (2) other Owners or occupiers of the Development;
- (nn) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development and such other social or recreational activities for the Owners of the Residential Units as the Manager shall in its reasonable discretion consider desirable;
- (oo) From time to time with the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation, if formed, to make, revoke or

amend the House Rules as it shall deem appropriate which shall not be inconsistent with or contravene this Deed;

- (pp) Subject as otherwise provided in this Deed to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed or any relevant Sub-Deed(s) (Provided That the Manager shall not unreasonably withhold its consent or approval) and to impose conditions or additional conditions and the Manager is entitled to charge reasonable administrative fees relating thereto (such fees shall be paid into the Special Fund);
- (qq) To convene such meetings of the Owners or of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (rr) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Development (save and except the Government Accommodation) 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 Owners at a meeting of Owners 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 any benefit or monetary compensation so obtained shall be used for the common benefit of all the Owners or be credited into the management funds, as the case may be;
- (tt) Subject to the Conditions and the prior approval of the Owners' Committee (or the Owners' Corporation, if formed), to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion think fit PROVIDED THAT any such easements, quasi-easements, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development and all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed or any relevant Sub-Deed(s);
- (uu) To engage (with full authority hereby given by all Owners) suitable qualified personnel to inspect keep and maintain in good substantial repair and condition the slope structures (if any) as required by the Conditions and in

accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual and with such other guidelines issued from time to time by appropriate Government departments regarding the maintenance of the slope structures and to carry out any necessary works in relation thereto and to collect from the Owners in proportion to the Undivided Shares 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, repair and any other works Provided That the Manager shall not be personally liable for carrying out such maintenance, repair and any other works which must remain the responsibility of the Owners 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 And Provided That for the purpose of this sub-clause "the Manager" shall include the Owners' Committee (if any) and the Owners' Corporation (when formed);

- (vv) Subject to the prior approval of the Owners' Committee (if any) or the Owners' Corporation (when formed)
  - (i) to make rules and regulations governing the use of the Club House including but not limited to the fixing of fees and charges for admittance and use of the facilities in the Club House from time to time and to collect such fees and charges from the permitted users of the facilities; and
  - (ii) to let, hire, lease or licence 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 the Club House may only be used by the Owners of the Residential Units and their bona fide visitors and 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;

- (ww) (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 it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. In such event, the Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall also maintain the facilities so provided in an environmentally acceptable

and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development;

- (ii) To organize any activities as the Manager may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and to encourage them to participate in such activities with a view to improving the environmental conditions of the Development;
- (iii) Subject to the provisions of this Deed, to make House Rules to require the Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes;
- (xx) To take all steps necessary or expedient for complying with the Conditions and any Government requirements concerning the Development or any part thereof;
- (yy) 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;
- (zz) To maintain all areas and facilities as are required to be maintained under the provisions of the Conditions;
- (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, any relevant Sub-Deed(s) and the House Rules made hereunder, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof;
- (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 landscape and plant with trees and shrubs any portion of the Lot and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy

condition all to the satisfaction of the Director in accordance with the Conditions;

- (ddd) In respect of any roof, flat roof and/or roof terrace forming part of a Residential Unit, the Manager shall have the right at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the roof, flat roof and/or roof terrace or the parapet walls of the roof, flat roof and/or roof terrace 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 the use and enjoyment by the Owner of the Residential Unit shall not be unreasonably affected or prejudiced thereby PROVIDED FURTHER THAT the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused;
- (eee) To manage and maintain land, areas, structures, facilities or drains or channels whether within or outside the Lot the construction and/or maintenance of which is the liability and/or responsibility of all Owners under the Conditions as successors in title and assignees of the First Owner;
- (fff) to undertake upon the request of the Owner of the Government Accommodation the maintenance of the Government Accommodation Services whereupon the Owner of the Government Accommodation will reimburse the Manager for the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted to the Owner of the Government Accommodation an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary, and the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager;
- (ggg) Subject to Clause 78, to maintain, manage and keep in good repair and condition the Items;
- (hhh) At all times to permit the Fire Services personnel and the Fire Services appliances the free and uninterrupted use of the Fire Services Access;
- (iii) To maintain the Fire Services Access and keep the same free from obstruction;
- (jjj) Except with the prior written consent of the Director in accordance with the Conditions, to prohibit any building or structure or support for any building or structure to be erected or constructed within the Non-Building Area 1 except (i) the Public Open Space (as defined in Special Condition No. (20)(a)(i) of the



Conditions) (including the Landscaped Walkway (as defined in Special Condition No.(19)(a)(i) of the Conditions)); and (ii) a basement floor or floors to be used solely for the parking or loading and unloading of motor vehicles or for lay-bys for the picking up and setting down of passengers or any combination thereof;

- (kkk) Except with the prior written consent of the Director in accordance with the Conditions, to prohibit any building or structure or support for any building or structure to be erected or constructed within the Non-Building Area 2 except a basement floor or floors to be used solely for the parking or loading and unloading of motor vehicles or for lay-bys for the picking up and setting down of passengers or any combination thereof;
- (lll) To permit all members of the public for all lawful purposes to pass and repass on foot or by wheelchair along, to, from, through and over the Non-Building Area 2 free of cost and charges and without any interruption;
- (mmm) Except with the prior written consent of the Director in accordance with the Conditions, to prohibit any building or structure or support or foundation for any building or structure to be erected or constructed within, above or under the Drainage Reserve;
- (nnn) Except with the prior written consent of the Director in accordance with the Conditions, to prohibit any building or structure or support for any building or structure to be erected or constructed at the ground level or within a height of 5.1 metres above the ground level of the Cable Reserve within the lot and the Cable Reserve within the Yellow Area;
- (ooo) To prohibit any building or structure or foundation for any building or structure to be erected or constructed within a distance of 1.0 metre measured around the external surface of any cable forming part of the Cables;
- (ppp) To repair, maintain, keep and manage the Amenity Area and everything forming a portion of or pertaining to it in a safe, clean, neat, tidy, functional and healthy conditions all to the satisfaction of the Director;
- (qqq) To upkeep, maintain, repair and manage the Connection Points in good and substantial repair and condition to the satisfaction of the Director;
- (rrr) To keep and maintain the Landscaped Area in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director;
- (sss) To prohibit the use of the Greenery Area for any other purpose without the prior consent of the Building Authority;
- (ttt) To prohibit the use of the Vertical Greening for any other purpose without the prior consent of the Building Authority;
- (uuu) To keep the Public Loading and Unloading Park open for use by all members of the public and shall ensure that all the loading and unloading spaces within the Public Loading and Unloading Park are made available to all members of the public for short-term loading and unloading of vehicles on hourly basis or

such other basis as may be approved in writing by the Commissioner for Transport, at all times free of costs and charges and without any interruption;

- (vvv) To prohibit the Public Loading and Unloading Park to be used for any purpose other than for the loading and unloading of vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and in particular the Public Loading and Unloading Park shall not be used for the storage, display or exhibiting of vehicles for sale or otherwise or for the provision of car cleaning and beauty services;
- (www) To uphold, maintain, repair, operate, conduct and manage the Public Loading and Unloading Park and everything forming a portion of or pertaining to it in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle loading and unloading parks which are or may at any time be in force in Hong Kong and to the satisfaction of the Commissioner for Transport;
- (xxx) To inspect, clean, repair, maintain or replace the relevant part or parts of the Noise Mitigation Measures which form part of the Common Areas and Facilities;
- (yyy) To prohibit the alteration, interference or removal of any of the Noise Mitigation Measures which form part of the Common Areas and Facilities;
- (zzz) Subject to the prior approval of the Owners' Committee, to procure and assign a registered fire services installation contractor to carry out (at the cost and expense of the relevant Owner) yearly maintenance of addressable smoke detectors, alarm bells and automatic sprinkler system located inside the Residential Units with open kitchen in accordance with the Fire Safety Management Plan and to submit maintenance certificate renewal (Form FS251) to the Fire Services Department in accordance with statutory requirements;
- (aaaa) To provide permanent notice or poster at the Common Areas and Facilities (including but not limited to notice board within main entrance lobbies) reminding the Owners, their tenants, occupants and licensees not to remove, tamper or obstruct any fire safety provisions within the Residential Units with open kitchen and the Common Areas and Facilities;
- (bbbb) To issue reminder notice to the Owners of Residential Units with open kitchen in not more than 12 months intervals to remind the Owners that all fire safety provisions cannot be removed, tampered or obstructed and that the Owners shall also allow access for the registered fire services installation contractor to their Residential Units to inspect all such provisions at least once a year;
- (cccc) To ensure that the fire safety provisions within the Residential Units with open kitchen and the Common Areas and Facilities are not removed, tampered or obstructed;
- (dddd) To carry out staff training in accordance with the Fire Safety Management Plan;

- (eeee) To carry out fire drill annually in accordance with the Fire Safety Management Plan;
- (ffff) To carry out other responsibilities on the part of the Manager in accordance with the Fire Safety Management Plan;
- (gggg) To provide, maintain and operate a suitable closed circuit T.V. imaging device in the Development at all times for the purpose of inspection of the concealed external drainage pipes enclosed by architectural features in the Development or to contract for conducting such inspection of such concealed external drainage pipes by a suitable closed circuit T.V. imaging device;
- (hhhh) To carry out inspection of the concealed external drainage pipes enclosed by architectural features in the Development on a specified interval as proposed by the authorized person (AP) to alert any early signs of water leakage and pipe joints or pipe brackets conditions; and
- (iiii) To do all such other things as are reasonably incidental to the management of the Lot and the Development;

PROVIDED THAT the powers and duties of the Manager shall be subject to the rights and privileges of FSI as the Owner of the Government Accommodation and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to FSI in this Deed and the Conditions.

#### 41. **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 ALWAYS that the right of the Owners of the Carpark's Units to the proper use and enjoyment of such Carpark's Units in accordance with the provisions of the Conditions and this Deed shall not be affected;
- (b) To impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which owner has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner thereof and the Manager is entitled to charge reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);
- (c) To impose charges for any such impoundment and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees.
- (d) To charge the Owners (save and except FSI as the Owner of the Government Accommodation) for administrative fee for the temporary use of electricity, water or other utilities and for the collection and removal of fitting out or

decoration debris (if any) Provided That such charges shall be paid into the management funds;

- (e) To charge the Owners of the Residential Units for all costs and consultants' fees 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 Provided That such charges shall be fair and reasonable and shall be paid into the management funds;
- (f) To charge the Owners (save and except FSI as the Owner of the Government Accommodation) 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;
- (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 carrying out necessary repairs to any of the fresh or sea water mains and pipes serving the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners PROVIDED THAT the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused and PROVIDED FURTHER THAT the Manager may only enter the Government Accommodation for maintenance and repair purposes with the prior approval of FSI as the Owner of the Government Accommodation (except in case of emergency) and shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation;
- (i) 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 Conditions; and
- (j) Subject to the approval of the Owners' Committee (if any) or the Owners' Corporation (if formed), to charge a prescribed fee for entry into and/or use of the Club House 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;

PROVIDED THAT the powers and duties of the Manager shall be subject to the rights and privileges of FSI as Owner of the Government Accommodation and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to FSI in this Deed and the Conditions.

42. **Manager's power of entry**

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 (i) all parts of the Development including all parts of any Unit for the purposes of carrying out necessary repairs to any part or parts of the Development or the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners and (ii) any Residential Unit with open kitchen to carry out (at the cost and expense of the relevant Owner) maintenance and annual inspection of the fire services installations therein; PROVIDED THAT the Manager shall cause as little disturbance as possible and shall forthwith make good at the Manager's own costs and expenses any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights and PROVIDED FURTHER THAT the Manager may only enter the Government Accommodation for maintenance and repair purposes with the prior approval of FSI as Owner of the Government Accommodation (except in case of emergency) and shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation.

43. **Manager to manage Common Areas and Facilities**

- (a) The Common Areas and Facilities shall be under the exclusive control of the Manager who is hereby appointed to act as agent for and on behalf of all Owners duly authorised in accordance with the provisions of this Deed and any relevant Sub-Deed(s) in respect of any matter concerning the Common Areas and Facilities PROVIDED THAT the Manager shall not represent FSI or GPA in any dealings with the Government directly affecting the Government Accommodation. The GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected.
- (b) The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Development.

44. **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.

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

- (a) Subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend House Rules regulating the use, occupation, maintenance of the Common Areas and Facilities and environmental control of the Lot and the Development, 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). Such House Rules shall be binding on the Owners of the Residential Units, the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces, their tenants, licensees, servants or agents. A copy of the House Rules from time to time in force shall be posted on the public notice boards of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges. All charges received shall be credited to the Special Fund.

- (b) Such House Rules shall be supplementary to the terms and conditions contained in this Deed and any Sub-Deed(s) and must not in any way conflict with such terms and conditions. In case of inconsistency between such House Rules and the terms and conditions of this Deed and any Sub-Deed(s) the terms and conditions of this Deed and the Sub-Deed(s) shall prevail. The House Rules and any amendments thereto must not be inconsistent with or contravene the Building Management Ordinance (Cap. 344) or the Conditions.
- (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.
- (d) The House Rules must not adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation.

**46. Deposit of record in management office**

The Manager shall deposit in the management office the record provided by the Director or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 1(b) of the Third Schedule for inspection by all Owners free of costs and for taking copies at their own expenses and on payment of a reasonable charge, all charges received to be credited to the Special Fund.

**SECTION 6: EXCLUSIONS AND INDEMNITIES**

**47. Manager not liable to Owners**

The Manager, its employees, servants or agents shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed or any Sub-Deed(s) not being an act or omission involving criminal liability, dishonesty or negligence. No Owner will be required to indemnify the Manager, its servants 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 or agents 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 or agents 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.

**48. Owners to be responsible for act or negligence of occupiers**

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

**49. 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 this Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by this Deed 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**

### **50. Establishment of Owners' Committee**

- (a) As soon as practicable but not later than nine (9) months from the date of this Deed, the Manager shall convene a meeting of the Owners (and to call further and subsequent meetings if required) to establish an Owners' Committee and appoint a chairman thereof or to appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance (Cap.344). The Owners' Committee shall consist of nine (9) members, provided that:-
- (i) five (5) members shall be elected from the Residential Towers;
  - (ii) two (2) members shall be elected from the Owner(s) of the Commercial Accommodation to represent them in the Owners' Committee;
  - (iii) one (1) member shall be elected from the Owners of the Carpark's Units to represent them in the Owners' Committee; and
  - (iv) one (1) member shall be elected from the Owner(s) of the Government Accommodation to represent them in the Owners' Committee.
- (b) The Owner of Phase 2 shall not be entitled to elect or send their representatives to the Owners' Committee unless and until after (i) the issuance of the relevant Occupation Permit covering Phase 2 and (ii) the holding of the annual general meeting of the Owners following the issuance of such Occupation Permit.

### **51. Functions of Owners' Committee**

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

- (a) the representing of the Owners in all dealings with the Manager;
- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) the reviewing of the annual budget and revised budget prepared by the Manager;
- (d) the approval of the Club Rules and the House Rules made from time to time by the Manager;
- (e) to elect a manager to take the place of the outgoing Manager in accordance with the provisions of Clause 14; and
- (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed.



52. **Membership**

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

- (a) Any Owner (save and except the Owner of the Government Accommodation) 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.

53. **Retirement from membership**

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

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

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

54. **Meetings**

A meeting of the Owners' Committee may be convened at any time by the chairman or any two (2) members of the Owners' Committee. Without prejudice to the foregoing, 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 any other business of which due notice is given in the notice convening the meeting.

**55. 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. The notice of meeting referred to in this Clause 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 PROVIDED THAT such notice together with the agenda of the meeting shall also be given to the Owner of the Government Accommodation free of cost and in manner set out in Clause 71. The notice of meeting referred to in this Clause 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.

**56. Quorum**

The quorum at a meeting of the Owners' Committee shall be fifty percent (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. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Owners' Committee, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members of the Owners' Committee present shall be a quorum.

**57. Chairman**

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

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

The first chairman appointed pursuant to Clause 50 shall be chairman until the next annual meeting. Thereafter the chairman shall be chosen by the Owners at the first or any other meeting of the Owners held in any calendar year.

**58. Meeting Procedures**

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

59. **Resolutions**

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

- (a) All resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed or any Sub-Deed(s);
- (b) At a meeting of the Owners' Committee, each member present shall have one (1) vote on a question before the Owners' Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.
- (c) The Owner of the Government Accommodation shall have the right to appoint one or more representative(s) to attend these meetings of the Owners' Committee to express his/their views and comments on matters to be discussed.
- (d) No resolution of the Owners' Committee should adversely affect the use, operation, maintenance and management of the Government Accommodation or any part thereof.

60. **Owners' Committee not liable**

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

61. **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.

62. **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 PROVIDED THAT such records and minutes shall be sent to FSI as the Owner of the Government Accommodation free of cost and in manner set out in Clause 71. All copying charges received shall be credited to the Special Fund.

**63. 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 52 who are not members of the Owners' Committee to serve on such sub-committees.

**SECTION 8: MEETING OF OWNERS**

**64. 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 five percent (5%) of the Undivided Shares in aggregate.
- (b) The person convening the meeting of the Owners shall, at least fourteen (14) days before the date of the meeting, give notice of the meeting to each Owner. The notice of meeting referred to in this sub-clause (b) 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 ten percent (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 "ten percent (10%) of the Owners" shall -
- (i) be construed as a reference to ten percent (10%) of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Development is divided; and
  - (ii) not be construed as the Owners of ten percent (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 64(a)(ii) or (iii), the person convening the meeting.
- (f) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (g) At a meeting of Owners :-
- (i) an Owner shall have one vote in respect of each Undivided Share he owns;
  - (ii) an Owner may cast a vote personally or by proxy;
  - (iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast -
    - (A) by a proxy jointly appointed by the co-Owners;
    - (B) by a person appointed by the co-Owners from amongst themselves; or
    - (C) if no appointment is made under sub-sub-clause (A) or (B), either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
  - (iv) where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
  - (v) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.

- (h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Cap.344), and-
  - (A) shall be signed by the Owner; or
  - (B) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 64(a)(ii) or (iii), the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- (i) The procedure at a meeting of Owners shall be as is determined by the Owners.
- (j) Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners of the Development Provided as follows :-
  - (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
  - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
  - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed or any Sub-Deed(s).
  - (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.
- (k) Without prejudice to anything herein contained, no resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than seventy-five per cent (75%) of the total number of Undivided Shares in the Development namely :-
  - (i) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Conditions or in the event of the Government taking any action by way of earlier re-entry thereunder in

such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease term upon such terms and conditions as the Government shall offer, whether and in what manner to pay any premium, rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the Conditions as aforesaid.

- (ii) A resolution to rebuild or redevelop the Development otherwise than in accordance with Clause 65.
- (l) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (m) For the avoidance of doubt and notwithstanding anything to the contrary contained in this Deed, 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 meetings of the Owners whether under this Deed or any Sub-Deed(s), the Building Management Ordinance (Cap.344) or otherwise and such Undivided Shares shall not be taken into account in determining the quorum for 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 or any Sub-Deed(s).
- (n) No resolution of the meetings of the Owners should adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof.

## **SECTION 9: EXTINGUISHMENT OF RIGHTS**

### **65. Owners' meeting in event of Development being damaged**

In the event of the whole or any part of the Development being so damaged by fire, typhoon, earthquake, subsidence or other causes so as to render a substantial part of the same unfit for habitation or use or occupation, the Owners of 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) may convene a meeting of the Owners whose right to exclusive use, occupation and enjoyment of such part of the Development have been so affected and such meeting may resolve by a seventy-five per cent (75%) majority of the Owners present in person or by proxy holding not less than seventy-five per cent (75%) of the total Undivided Shares of such damaged part (excluding the Undivided Shares allocated to the Common Areas and Facilities) 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 such part of the Development then in such event the Undivided Shares in the Lot representing such part of the Development shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of

Undivided Shares previously held by such former Owners. All insurance money received in respect of any policy of insurance on such part of the Development shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of the relevant part of the Development. PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such part of the Development the Owners of such part of the Development shall pay the excess of the cost of reinstatement or rebuilding of the relevant part of the Development damaged as aforesaid over and above the proceeds recoverable from the insurance of such part 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 part of the Development and be recoverable as a civil debt. The resolution is to be binding upon all the Owners of the damaged part(s).

**66. Provision applicable to such Owners' meeting**

The following provisions shall apply to a meeting convened as provided in Clause 65 :-

- (a) Every such meeting shall be convened by at least seven (7) days' notice in writing posted on the public notice boards of the Development specifying the time, date and place of the meeting;
- (b) 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 in the part of the Development in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
- (c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the following week at the same place, and if at such adjourned meeting a quorum is not present the Owners present shall be deemed to constitute a quorum;
- (d) The Manager 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) Every Owner shall have one vote for each Undivided Share allocated to the part of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) vested in him and in the case of Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and in case of dispute the Owner whose name stands first in relation to that Undivided Share in the register kept at the Land Registry shall have the right to vote, and in case of equality of votes, the chairman shall have a second or casting vote;
- (g) Votes may be given either personally or by proxy;



- (h) The instrument appointing a proxy shall be deposited with the chairman of the meeting either before or at the meeting;
- (i) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of the Owners present in person or by proxy and voting shall be binding on all the Owners of the relevant part of the Development PROVIDED as follows :-
  - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
  - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
  - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (j) A resolution in writing signed by 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 part of the Development in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.
- (k) Apart from the notice given under sub-clause (a) of this Clause, the accidental omission to give notice to any Owner shall not invalidate the meeting or any resolution passed thereat.

#### **SECTION 10: MISCELLANEOUS PROVISIONS**

##### **67. Schedules 7 and 8 to the Building Management Ordinance, etc**

The First Owner shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) (both of the English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund.

##### **68. Owners to notify Manager when ceasing to be Owner**

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

##### **69. No liability after ceasing to be Owner**

No person shall, after ceasing to be the Owner of any Undivided Share upon assignment of his Unit, 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 upon assignment of his Unit save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term and condition prior to his ceasing to be the Owner thereof.

**70. 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.

**71. Service of notices, etc.**

Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Residential Unit or the Commercial Accommodation (or the relevant part thereof) or Carpark's Units or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known address. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post or delivered by hand left at the Manager's registered office or last known address. All notices or demands required to be given to FSI shall be properly served if sent by prepaid post or delivered by hand to the GPA, Government Property Agency, 31st Floor, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong or such other person address nominated by FSI in writing.

**72. 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 or any relevant Sub-Deed(s).

**73. Compliance with the Conditions**

No provisions in this Deed shall conflict with or be in breach of the Conditions and each Owner (including the First Owner) shall comply with the terms and conditions of the Conditions as one of the Owners for the time being of the Lot, and the Manager shall comply with the terms and conditions of the Conditions so long as it is the manager of the Development.

74. **Chinese translation**

The First Owner shall at its own cost provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and the Chinese translation in the management office within one month from the date of this Deed 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 of this Deed approved by the Director shall prevail.

75. **Plans of Common Areas and Facilities**

A copy of plans showing the Common Areas and Facilities (if and where capable of being shown on plans) certified as to their accuracy by or on behalf of the Authorized Person shall be prepared by the First Owner, annexed to this Deed, kept at the management office and shall be available for inspection by the Owners free of costs and charges during normal office hours PROVIDED THAT whether such plans are annexed to this Deed or lodged in the management office, the Manager shall provide free of cost to the Owner of the Government Accommodation a copy of the said plans and any amendments thereto from time to time.

76. **During existence of Owners' Corporation**

During the existence of an Owners' Corporation of the Development, the general meeting of the Owners' Corporation convened under the Building Management Ordinance (Cap.344) shall take the place of the meeting of Owners convened under this Deed, and the management committee of the Owners' Corporation shall take the place of the Owners' Committee hereunder.

77. **Works and Installations**

- (a) The First Owner shall at its own cost and expense prepare the first Maintenance Manual for the Works and Installations and its schedules for the reference of the Owners and the Manager setting out the following details :
- (i) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
  - (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
  - (iii) Recommended maintenance strategy and procedures;
  - (iv) A list of items of the Works and Installations requiring routine maintenance;
  - (v) Recommended frequency of routine maintenance inspection;

- (vi) Checklist and typical inspection record sheets for routine maintenance inspection;
  - (vii) Recommended maintenance cycle of the Works and Installations.
- (b) Within one (1) month from the date of this Deed, the First Owner shall deposit a full copy of the first Maintenance Manual for the Works and Installations which includes a list/schedule of items of the Works and Installations in the management office for inspection by the Owners free of charge and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Special Fund.
- (c) (i) The Manager shall on behalf of and at the cost and expense of the Owners inspect, maintain and carry out all necessary works for the Common Areas and Facilities including those part or parts of the Works and Installations forming part of the Common Areas and Facilities.
- (ii) The Owners shall at their own costs and expense inspect, maintain and carry out all necessary works for the Units including those part or parts of the Works and Installations forming part of their Units.
- (d) The Owners may, by a majority resolution passed at an Owners' meeting convened under this Deed, make, amend, revise and revoke the Maintenance Manual for the Works and Installations (including the said schedule) or the Works and Installations listed in the Fourth Schedule hereto or any part thereof as the Owners shall deem fit, in which event the Manager shall procure a revised Maintenance Manual for the Works and Installations (including the said schedule) or any amendments thereto from a qualified professional or consultant within such time as may be prescribed by the said Owners' resolution. All costs and expenses of and incidental to the preparation of the revised Maintenance Manual for the Works and Installations (including the said schedule) or any subsequent amendments thereto shall be borne by the Owners and paid out of the Special Fund.
- (e) The Manager shall deposit the revised Maintenance Manual for the Works and Installations (including the said schedule) and any subsequent amendments thereto in the management office within one (1) month from the date of its preparation for inspection by the Owners free of charge and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Special Fund.

**78. Indemnity by Owners (excluding FSI as the Owner of the Government Accommodation)**

All Owners of the Development (excluding FSI as the Owner of the Government Accommodation) shall indemnify and keep indemnified the Government and FSI (as

the Owner of the Government Accommodation) against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Owners (excluding FSI as the Owner of the Government Accommodation) or the Manager to manage and maintain the Items.

79. **FSI as Owner of the Government Accommodation exempted from using nominated contractor**

Notwithstanding any express provision herein contained, FSI as the Owner of the Government Accommodation shall be exempted from using the maintenance or service contractors nominated by the other Owners or the Manager.

80. **Right of the Owner of the Commercial Accommodation to decorate the Amenity Area**

Without prejudice to the foregoing, before any Sub-Deed in respect of the Commercial Accommodation is created, the Owner of the Commercial Accommodation may, with the consent of the Manager and subject to such conditions as the Manager may impose, at its own costs and expense provide such Christmas, Chinese New Year and other festive decorations within the Amenity Area from time to time as the Owner of the Commercial Accommodation shall in its discretion consider desirable PROVIDED THAT the Owner of the Commercial Accommodation shall at its own expense make good any damage or loss that may be caused by or arise from the said decorations.

81. **This Deed not to prohibit, prevent, hinder or prejudice the establishment or operation of RCHE or RCHD**

No provision in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459), any regulations made thereunder and any amending or replacing legislation (hereinafter referred to as "RCHE") or residential care home for PWDs as defined in the Residential Care Homes (Persons with Disabilities) Ordinance (Cap. 613), any regulations made thereunder and any amending or replacing legislation (hereinafter referred to as "RCHD") or the use of the Lot or any part thereof or any building or part of any building erected thereon for the purpose of RCHE or RCHD.

82. **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.

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

## THE FIRST SCHEDULE

### ALLOCATION OF UNDIVIDED SHARES

	<b>Undivided Shares</b>
<b>(I) Phase 1A of the Development</b>	
<b>(A) Government Accommodation</b>	<b>73,419</b>
(i) Public Toilet	
(ii) Public Transport Interchange	
<b>(B) Part of the Development Common Areas and Facilities</b>	<b>Please see item (III)(i) below</b>
<b>(II) Phase 1B of the Development</b>	
<b>(C) Residential Units</b>	<b>491,904</b>
<b>(D) Commercial Accommodation (Phase 1B) comprising :-</b>	<b>30,590</b>
(i) Commercial Accommodation (Phase 1B) (excluding the Commercial Carpark (Phase 1B) and the Commercial Common Areas and Facilities (Phase 1B))	23,955
(ii) Commercial Carpark (Phase 1B) (excluding the Commercial Carpark Common Areas and Facilities (Phase 1B))	2,635
(iii) Commercial Common Areas and Facilities (Phase 1B) and Commercial Carpark Common Areas and Facilities (Phase 1B)	4,000
<b>(E) Residential Car Parking Spaces comprising :-</b>	<b>3,210</b>
(i) 127 Residential Car Parking Spaces at 25 Undivided Shares each	3,175
(ii) 1 accessible Residential Car Parking Space at 35 Undivided Shares each	35
<b>(F) Residential Motor Cycle Parking Spaces</b>	<b>60</b>
12 Residential Motor Cycle Parking Spaces at 5 Undivided Shares each	60
<b>(G) Part of the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Residential Carpark Common Areas and Facilities</b>	<b>Please see item (III)(ii) below</b>
<b>(III) Phase 1 Common Areas and Facilities comprising :-</b>	<b>3,050</b>
(i) those parts of the Development Common Areas and Facilities in Phase 1A	50
(ii) those parts of the Development Common Areas and Facilities in Phase 1B, the Residential Common Areas	3,000

and Facilities in Phase 1B and the Residential Carpark  
Common Areas and Facilities in Phase 1B

**(IV) Phase 2 of the Development** **768,403**

**Total Undivided Shares of the Development: 1,370,636**

**Phase 1B - Tower 1**

FLOOR / FLAT		UNDIVIDED SHARES	TOTAL
3/F (1 storey)	A*^%	2,849	<b>5,057 x 1</b> <b>= 5,057</b>
	B*^%	2,208	
5/F to 12/F, 15/F to 16/F (10 storeys)	A^+%	2,828	<b>4,916 x 10</b> <b>= 49,160</b>
	B^+%	2,088	
17/F (1storey)	A*+%	3,922	<b>3,922 x 1</b> <b>=3,922</b>
18/F (1 storey)	A+##&%	4,157	<b>4,157 x 1</b> <b>=4,157</b>
<b>Grand Total</b>			<b>62,296</b>



**Phase 1B - Tower 2**

FLOOR / FLAT		UNDIVIDED SHARES	TOTAL
3/F (1 storey)	A <sup>*0%</sup>	3,058	5,915 x 1 = 5,915
	B <sup>*0%</sup>	2,857	
5/F to 12/F, 15/F to 18/F (12 storeys)	A <sup>^+0%</sup>	2,856	5,473 x 12 = 65,676
	B <sup>^+0%</sup>	2,617	
19/F (1 storey)	A <sup>*+0%</sup>	4,458	4,458 x 1 = 4,458
20/F (1 storey)	A <sup>#+&amp;0%</sup>	4,653	4,653 x 1 = 4,653
<b>Grand Total</b>			<b>80,702</b>

**Phase 1B - Tower 3**

FLOOR / FLAT		UNDIVIDED SHARES	TOTAL
3/F (1 storey)	A <sup>*%</sup>	2,796	5,058 x 1 = 5,058
	B <sup>*%</sup>	2,262	
5/F to 12/F, 15/F to 20/F (14 storeys)	A <sup>^+%</sup>	2,676	4,764 x 14 = 66,696
	B <sup>^+%</sup>	2,088	
21/F (1 storey)	A <sup>*+%</sup>	3,812	3,812 x 1 = 3,812
22/F (1 storey)	A <sup>#+&amp;%</sup>	4,045	4,045 x 1 = 4,045
<b>Grand Total</b>			<b>79,611</b>

**Phase 1B - Tower 5 and 5A**

FLOOR / FLAT			UNDIVIDED SHARES	TOTAL
3/F (1 storey)	Tower 5	A <sup>^+%</sup>	2,861	<b>9,733</b> <b>x 1</b> <b>= 9,733</b>
		B <sup>*%</sup>	2,813	
	Tower 5A	A <sup>^</sup>	640	
		B <sup>^</sup>	666	
		C <sup>^</sup>	938	
		D <sup>^</sup>	669	
		E <sup>^</sup>	650	
		F <sup>^</sup>	496	
5/F to 12/F, 15/F to 20/F (14 storeys)	Tower 5	A <sup>^+%</sup>	2,861	<b>9,577</b> <b>x 14</b> <b>= 134,078</b>
		B <sup>^+%</sup>	2,657	
	Tower 5A	A <sup>^</sup>	640	
		B <sup>^</sup>	666	
		C <sup>^</sup>	938	
		D <sup>^</sup>	669	
		E <sup>^</sup>	650	
		F <sup>^</sup>	496	
21/F (1 storey)	Tower 5	A <sup>*+%</sup>	4,455	<b>8,233</b> <b>x 1</b> <b>= 8,233</b>
	Tower 5A	A <sup>^</sup>	640	
		B <sup>^*</sup>	1,324	
		D <sup>^</sup>	668	
		E <sup>^</sup>	650	
		F <sup>^</sup>	496	
22/F (1 storey)	Tower 5	A <sup>+#&amp;%</sup>	4,637	<b>8,092</b> <b>x 1</b> <b>= 8,092</b>
	Tower 5A	A <sup>^#*</sup>	1,518	
		D <sup>^#</sup>	713	
		E <sup>^#</sup>	693	
		F <sup>^#</sup>	531	
<b>Grand Total</b>				<b>160,136</b>

**Phase 1B - Tower 6**

FLOOR / FLAT		UNDIVIDED SHARES	TOTAL
3/F (1 storey)	A <sup>*</sup>	1,156	<b>6,123</b> <b>x 1</b> <b>= 6,123</b>
	B <sup>^</sup>	947	
	C <sup>^</sup>	653	
	D <sup>^+</sup>	788	
	E <sup>^+</sup>	645	
	F <sup>^</sup>	634	
	G <sup>^</sup>	644	
	H <sup>^</sup>	656	
5/F to 12/F, 15/F to 21/F (15 storeys)	A <sup>^</sup>	1,084	<b>6,051</b> <b>x 15</b> <b>= 90,765</b>
	B <sup>^</sup>	947	
	C <sup>^</sup>	653	
	D <sup>^+</sup>	788	
	E <sup>^+</sup>	645	
	F <sup>^</sup>	634	
	G <sup>^</sup>	644	
	H <sup>^</sup>	656	
22/F (1 storey)	A <sup>^*</sup>	1,949	<b>5,976</b> <b>x 1</b> <b>= 5,976</b>
	B <sup>^+</sup>	1,448	
	E <sup>^+</sup>	645	
	F <sup>^</sup>	634	
	G <sup>^</sup>	644	
	H <sup>^</sup>	656	
23/F (1 storey)	A <sup>^#</sup>	2,042	<b>6,295</b> <b>x 1</b> <b>= 6,295</b>
	B <sup>^+#</sup>	1,547	
	E <sup>^+#</sup>	687	
	F <sup>^#</sup>	676	
	G <sup>^#</sup>	687	
	H <sup>^</sup>	656	
<b>Grand Total</b>			<b>109,159</b>

Note:

1. There is no Tower 4 in the Development. There is no 4/F, 13/F and 14/F in the nomenclature system for the designation of floor numberings of Residential Towers for the Development.
2. (\*) Residential Unit with flat roof(s) (with jacuzzi, if any) pertaining thereto.
3. (#) Residential Unit with roof(s) pertaining thereto.
4. (^) Residential Units with balcony pertaining thereto.
5. (+) Residential Units with utility platform pertaining thereto.
6. (&) Residential Units with stairhood.
7. (%) Residential Units with private lift lobby.

## THE SECOND SCHEDULE

### RIGHTS, PRIVILEGES AND EASEMENTS

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

#### Part A

##### 1. Right and privileges of Owners

The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Development (in this Schedule referred to as "his premises") shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Conditions, this Deed, the Sub-Deed(s), the House Rules (in so far as the House Rules are binding on the Owners of the Residential Units, the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces) and the rights of the Manager as provided in this Deed, the rights and privileges of FSI as the Owner of the Government Accommodation :-

(a) Right of way to use the Development Common Areas and Facilities

Full right and liberty (but SUBJECT ALWAYS TO the rights of the Manager and the First Owner herein provided) for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use or to receive the benefit of the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his premises SUBJECT as aforesaid;

(b) Right to support and shelter

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

(c) Right of passage of water, etc.

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

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

The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon reasonable prior notice (except in the case of emergency) to enter upon other parts or Units of the Development for the purpose of carrying out any works for the maintenance and repair of his

premises including but not limited to any conducting media exclusively serving the same (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby PROVIDED THAT the Owners may only enter the Government Accommodation for maintenance and repair purposes with the prior approval of FSI as Owner of the Government Accommodation (except in case of emergency) and shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation. For the purpose of this sub-clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media; and

(e) Other easements, rights and privileges

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

PROVIDED THAT such rights shall not in any way adversely affect or prejudice the rights, easement and privileges reserved to FSI in this Deed and the Conditions.

**2. Right of way to use the Residential Common Areas and Facilities**

In addition to the above rights and privileges the Owner of each Undivided Share in the Residential Accommodation shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the Sub-Deed(s), the House Rules, the rights of the Manager and the First Owner provided in this Deed and the rights and privileges of FSI as the Owner of the Government Accommodation) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Residential Common Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights 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 (in so far as the House Rules are binding on the Owners of the Residential Units) and other regulations (if any) from time to time in force in respect of the same and PROVIDED FURTHER THAT such rights shall not in any way adversely affect or prejudice the rights, easement and privileges reserved to FSI in this Deed and the Conditions.

**3. Right of way to use the Residential Carpark Common Areas and Facilities**

In addition to the above rights and privileges the Owner of each Residential Car Parking Space and Residential Motor Cycle Parking Space shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the Sub-Deed(s), the House Rules, the rights of the Manager and the First Owner provided in this Deed and the rights and privileges of FSI as Owner of the Government Accommodation) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like

right) to go pass or repass over and along and to use the Residential Carpark Common Areas and Facilities for the purposes for which they are designed and the Owner of each Residential Unit shall have the right to go, pass and repass over and along and to use the Residential Carpark Common Areas and Facilities for the purpose of accessing the Residential Common Areas and Facilities located in the Residential Carpark 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 PROVIDED FURTHER THAT such rights shall not in any way adversely affect or prejudice the rights, easement and privileges reserved to FSI in this Deed and the Conditions.

4. **Rights, Privileges and Easements applicable to FSI as Owner of the Government Accommodation**

- (a) Notwithstanding any provisions contained in this Deed, FSI, its lessees, tenants, licensees, and persons authorized by it and the Owners or occupiers for the time being of the Government Accommodation shall have the following rights privileges and easements :-
- (i) the right of shelter, support and protection for the Government Accommodation;
  - (ii) the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the term of the Conditions laid on or running through any part of the Lot and any part of the Development;
  - (iii) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation (the "**Government Accommodation Services**") at any time at its absolute discretion without having to obtain the approval or consent of other Owners or the Manager without any charge by the Owners PROVIDED THAT proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Lot and serving all those parts of the Development on the Lot other than the Government Accommodation;
  - (iv) the right to go, pass and repass over and along and to use the Common Areas and Facilities in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of the Common Areas and Facilities;

- (v) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Lot or any part of the Development for the purpose of extending or carrying out maintenance, repair, addition and alteration works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Services or any part thereof;
- (vi) of free and uninterrupted rights of way to and from the Government Accommodation or any part thereof as may be required by the Director;
- (vii) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit and the right of access over the Lot or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
- (viii) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on in or to the roof slabs, walls and other structural elements of the Government Accommodation;
- (ix) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the Lot or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material; and
- (x) such other rights privileges and easements as may be deemed necessary or desirable by the Director;

PROVIDED ALWAYS that the exercise of the easements, rights and privileges reserved in this Clause 4(a) shall not be subject to any permission, approval or consent of the Manager.

- (b) The right of the Government or FSI to alter or vary at any time the use of the Government Accommodation without having to obtain any approval or consent of other Owners or the Manager.

### **Part B**

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



(a) Manager's right of entry

The full right and privilege of the Manager at all reasonable times upon prior reasonable notice (except in the case of emergency) with or without workmen, contractors and others and with or without equipment and apparatus to enter into and upon his premises for the purposes of carrying out necessary repairs to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners, Provided That the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at his own costs and expense and shall be liable for negligent, wilful or criminal acts of the Manager, its workmen or contractors in the course of exercising the aforesaid rights PROVIDED FURTHER THAT the Manager may only enter the Government Accommodation for maintenance and repair purposes with the prior approval of FSI as Owner of the Government Accommodation (except in case of emergency) and shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation;

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

The full right and privilege of the Manager at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the roof or flat roof and/or roof terrace or the parapet walls of the roof or flat roof and/or roof terrace 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 the use and enjoyment by the Owner of the Residential Unit shall not be unreasonably affected or prejudiced thereby;

(c) Rights of the First Owner

Rights of the First Owner set forth in Sections 3 and 4;

(d) Other rights

Rights and privileges equivalent to those set forth in sub-clauses (b), (c) and (d) of Clause I of Part A of this Second Schedule.

(e) Right of members of the public over the Non-Building Area 2

The right of members of the public, for all lawful purposes, at all times free of cost and charges and without any interruption to pass and repass on foot or by wheelchair along, to, from, through and over the Non-Building Area 2 in accordance with Special Condition No. (16)(a) of the Conditions.

(f) Right of members of the public over the Connection Points

When the Proposed Subway is in existence, the right of members of the public for all lawful purposes, freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Connection Points in accordance with Special Condition No.(22)(d) of the Conditions, save and except that in the event of emergency, the Connection Points or any part thereof may be closed temporarily for the purpose of maintenance and/or repair of the Connection Points.

## THE THIRD SCHEDULE

### COVENANTS, PROVISIONS AND RESTRICTIONS

#### 1. **No structural alteration**

- (a) Subject to the rights of the Owner of the Government Accommodation under this Deed, 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.
- (b) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the Director or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

#### 2. **Not to vitiate insurance**

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

#### 3. **Not to partition**

No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition any of the Residential Units or Carpark's Units.

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

Subject to the provisions of Clause 10, no Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Development at any time in the course of construction or the management and the maintenance of the Development.

5. **No conversion of the Common Areas and Facilities**

- (a) No Owner (including the First Owner) shall have the right to convert any part of the Common Areas and Facilities to his own use or for his own benefit unless approved by the Owners' Committee. Any payment received for the approval shall be credited to the Special Fund.
- (b) No Owner (including the First Owner) shall have the right to convert or designate any of his own areas to be Common Areas and Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) shall have and the Manager shall not have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use or benefit.

6. **Not to obstruct the Common Areas and Facilities**

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

7. **Not to use for illegal or immoral purpose**

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

8. **Not to use for offensive purpose, etc.**

- (a) No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Conditions, this Deed, any Sub-Deed(s) and any Ordinances and Regulations from time to time applicable thereto.
- (b) Without prejudice to Clause 82, no Owner shall use or cause or permit any Unit to be used for industrial or godown purposes or for the purpose of mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "**Ta Chai** (打齋)" or any similar ceremony or as a boarding house, apartment house, dance hall, music hall or for any noisy or offensive trade or business.

9. **User and alienation restriction**

- (a) 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, and no Carpark's Units shall be used other than for the purpose of parking private motor vehicles or motor cycles (as the case may be) licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation and the Carpark's Units shall not be used for the storage, display or exhibiting of

motor vehicles for sale or otherwise or other articles, goods or things and no structure or partitioning shall be erected thereon without the prior consent in writing of the Manager and only one (1) private motor vehicle shall be parked in each Residential Car Parking Space or Commercial Car Parking Space and only one (1) motorcycle shall be parked in each Residential Motorcycle Parking Space or Commercial Motorcycle Parking Space, SAVE AND EXCEPT that the First Owner may use the relevant part(s) of the Development as show flat(s) and/or sales office for such period or periods as it shall in its discretion consider appropriate subject to the Conditions.

- (b) The Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:-
- (i) assigned except
    - (A) together with Undivided Shares in the Lot giving the right of exclusive use and possession of a Residential Unit or Residential Units in the Development; or
    - (B) to a person who is already the Owner of Undivided Shares in the Lot with the right of exclusive use and possession of a Residential Unit or Residential Units; or
  - (ii) underlet except to residents of the Residential Units

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

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

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

**11. Not to erect advertising sign, etc. on the roof of the Residential Unit or Carpark's Unit**

No Owner shall erect or place or cause or permit to be erected or placed any advertising sign or other structure on the roof, flat roof or terrace forming part of his Residential Unit, any Carpark's Units or any other part thereof and the Manager shall have the right to demand to remove anything erected or placed on the roof, flat roof or terrace of his Residential Unit, Carpark's Units or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same. For the avoidance of doubt, the Owner(s) of the Commercial Accommodation or any part or parts thereof shall have the right (without the prior written consent of the Manager) to erect or place or cause or permit to be erected or placed any advertising sign or other structure on any part or parts of the Commercial Accommodation exclusively owned by him.

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

No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows (including Windows with Sliding Panel Behind) or door or doors or entrance or entrances of any part of his Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap.95) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities and the design of any metal grille or shutter or gate shall comply strictly in accordance with such guidelines and/or specifications that may from time to time be issued by the Manager, and the subsequent installation shall follow strictly in accordance with the said guidelines and/or specifications.

13. **Not to display advertising sign from Unit**

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

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

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

15. **Not to store goods in Residential Unit**

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

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

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

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

(a) No Owner of a Residential Unit, Residential Car Parking Space or Residential Motor Cycle Parking Space shall affix or install his own private television and

radio aerial outside any part of the Development owned by such Owner except with the written consent of the Manager.

- (b) No air-conditioning or other units shall without the prior written consent of the Manager be installed through any window (including Windows with Sliding Panel Behind) or external wall of the Development 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.

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

Subject to the rights of the First Owner and the Owner of the Government Accommodation 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, SAVE and EXCEPT that the Owner(s) of the Commercial Accommodation or any part or parts thereof shall have the right (without the prior written consent of the Manager) to erect, install or otherwise affix any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever on the external surfaces of the Commercial Accommodation.

**19. Not to hang clothing or laundry upon flat roofs etc. or outside Residential Unit or the Common Areas and Facilities**

No clothing or laundry shall be hung upon the flat roofs, roofs, terraces, external walls, balconies (including Acoustic Balconies) (other than in the spaces specifically provided therefor) or outside the Residential Unit or any part thereof or in the Common Areas and Facilities.

**20. Not to exhibit unsightly objects upon flat roofs, etc. of the Development**

No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roofs, roofs, terraces, external walls, balconies (including Acoustic Balconies), entrance halls of the Development or any other areas.

**21. Not to erect or build upon the roof, flat roof etc. of Residential Unit, Carpark's Unit or the Development**

No Owner shall erect or build or suffer to be erected or built on or upon the roof, flat roof, terrace, balcony (including Acoustic Balconies), private lift lobby, stairhood or external walls forming part of his Residential Unit, Carpark's Units, or the Development any structure whatsoever either of a permanent or temporary nature.

22. **Not to clog the drainage system**

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

23. **Not to misuse water closets**

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

24. **No excessive noise**

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

25. **Pets**

No dogs, cats, birds or animals or fowls shall be kept or harboured in any part of the Development (other than the Commercial Accommodation) if, (i) in the opinion of the Manager, such dog, cat, bird or animal or fowl is causing a nuisance or disturbance to other Owners or occupiers of the Development and (ii) if the same has been the cause of written complaint of at least two other Owners or occupiers of the Development. In any event no dogs shall be permitted in the Common Areas and Facilities unless carried or on leash.

26. **Supervision of children**

Not to allow children to play in the Common Areas and Facilities without proper supervision 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. **Not to alter the facade or external appearance of the Development**

No Owner shall, except with the approval of the Manager, paint or alter the outside of the Development including any part of the Development owned by him, or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Development (including any part owned by him), SAVE and EXCEPT that the Owner(s) of the Commercial Accommodation or any part or parts thereof shall have the right (without the prior written consent of the Manager) to paint or alter the outside of that part or parts of the Commercial Accommodation exclusively owned by him, or do or permit to be done any act or thing which may or will alter the facade or external appearance of that part or parts of the Commercial Accommodation exclusively owned by him.



28. **Not to discard refuse, etc.**

No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Development owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.

29. **Not to allow articles to obstruct Common Areas and Facilities**

Not to allow bicycles, baby carriages or similar vehicles or articles to obstruct any Common Areas and Facilities.

30. **Not to contravene the Air Pollution Control Ordinance**

No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.

31. **Not to contravene the Fire Services Ordinance**

No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder. If any extension of the sprinkler heads or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner (save and except the Owner of the Government Accommodation) 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. **Not to perform installation or repair works to the electrical wiring**

No Owner (save and except the Owner of the Government Accommodation) 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. **Floor loading**

No Owner shall place on any part of the floors of the Development or in any lifts any article, machinery, goods or merchandise which may cause the maximum floor or lift loading-bearing capacity thereof (as specified on such floor or lift) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Development or any fixtures and fittings therein.

34. **Not to cut trees, etc.**

No tree growing on the Lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director.

35. **Maintenance of slope structures**

- (a) The Owners (save and except the Owner of the Government Accommodation) shall at their own expense in the proportion of the number of Undivided Shares allotted to their respective Units maintain and carry out all works in respect of the slope structures (if any) as required by the Conditions and in accordance with the "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual.
- (b) The First Owner shall deposit a full copy of the Slope Maintenance Manual at the management office within one month from the date of this Deed. The Slope Maintenance Manual 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.

36. **To pay Government rent**

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

37. **To keep lawn or terrace of Residential Unit clean**

Every Owner shall keep the lawn or terrace forming part of his Residential Unit in good, clean and tidy state and condition.

38. **To observe the Conditions, etc.**

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

39. **Not to enclose the Non-enclosed Areas**

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

- (c) 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 above safe parapet height other than as approved under the Building Plans.
- (d) In the event of the above covenants being in breach, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owners to remedy the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants, including but not limited to the right to enter upon the Residential Units concerned (including the Non-enclosed Areas provided therein) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Residential Units which are in breach of the aforesaid covenants at the cost of the defaulting Owner. The Manager shall recover from the defaulting Owner and the defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose.
- (e) An Owner of a Residential Unit shall be responsible for the financial support and maintenance of the Non-enclosed Areas (if any) forming part of his Residential Unit.

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

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

**41. Not to interfere with the operation of the gondola**

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

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

The Owner(s) of the relevant Residential Unit with open kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan, in particular the fire safety provisions set out in the Fifth Schedule, and any guideline or direction to be issued or given by the Manager from time to time relating to the

implementation of the Fire Safety Management Plan and shall cause his tenants and other occupants of his Residential Unit to observe and comply with the same.

43. **Non-Building Area 1**

Except with the prior written consent of the Director, no building or structure or support for any building or structure may be erected or constructed within the Non-Building Area 1 except (i) the Public Open Space (as defined in Special Condition No. (20)(a)(i) of the Conditions) (including the Landscaped Walkway (as defined in Special Condition No.(19)(a)(i) of the Conditions)); and (ii) a basement floor or floors to be used solely for the parking or loading and unloading of motor vehicles or for lay-bys for the picking up and setting down of passengers or any combination thereof.

44. **Non-Building Area 2**

- (a) Except with the prior written consent of the Director, no building or structure or support for any building or structure may be erected or constructed within the Non-Building Area 2 except a basement floor or floors to be used solely for the parking or loading and unloading of motor vehicles or for lay-bys for the picking up and setting down of passengers or any combination thereof.
- (b) The Owners shall at all times permit all members of the public for all lawful purposes to pass and repass on foot or by wheelchair along, to, from, through and over the Non-Building Area 2 free of cost and charges and without any interruption.

45. **Drainage Reserve**

Except with the prior written consent of the Director, no building or structure or support or foundation for any building or structure shall be erected or constructed within, above or under the Drainage Reserve.

46. **Cables**

- (a) The Owners shall at their own expense satisfy themselves as to the extent of the Cables and shall not demolish, damage or interfere in any way with the Cables.
- (b) Except with the prior written consent of the Director, no building or structure or support for any building or structure shall be erected or constructed at the ground level or within a height of 5.1 metres above the ground level of the Cable Reserve within the lot and the Cable Reserve within the Yellow Area.
- (c) No building or structure or foundation for any building or structure shall be erected or constructed within a distance of 1.0 metre measured around the external surface of any cable forming part of the Cables.
- (d) Prior to the commencement of any works whatsoever within a distance of 3.0 metres in all directions of any cables forming part of the Cables, the Owners shall consult the Hong Kong Electric Company Limited (hereinafter referred to as “the HEC”) so as to ensure that any such works do not damage, interfere with or endanger the safe operation of the Cables (all as to which the decision

of the Director shall be conclusive) and if required by the Director, the Owners shall, at their own expense, take such precautions as may be required by HEC to ensure the safe operation of the Cables.

47. **Amenity Area**

Except with the prior written consent of the Director, no building or structure or support for any building or structure of any installation (including but not limited to any drain, waterway, watercourse, sewer, nullah, pipe, cable, wire and utility services) shall be erected, constructed, laid, installed or placed at or above the ground level of the Amenity Area.

48. **Connection Points**

When the Proposed Subway is in existence, the Owners shall permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Connection Points and for such purpose, to have ingress, egress or regress to, from and through the Lot and any building or buildings erected or to be erected thereon, save and except that in the event of emergency, the Connection Points or any part thereof may be closed temporarily for the purpose of maintenance and/or repair of the Connection Points.

49. **Greenery Area**

The Owners shall not use the Greenery Area for any other purpose without the prior consent of the Building Authority.

50. **Vertical Greening**

The Owners shall not use the Vertical Greening for any other purpose without the prior consent of the Building Authority.

51. **Not to alter or remove any Window with Sliding Panel Behind or any Door with Sliding Panel Behind or Door of Utility Platform with Auto-Close Mechanism**

No Owner of a Residential Unit shall alter, interfere with or remove any Window with Sliding Panel Behind (if any) or any Door with Sliding Panel Behind (if any) or any Door of Utility Platform with Auto-Close Mechanism (if any).

52. **Noise Mitigation Measures**

No Owner shall alter, interfere with or remove, or permit or be suffered to be altered, interfered with or removed the relevant part or parts of the Noise Mitigation Measures which form part of his Residential Unit except in accordance with the Building Plans. Each Owner shall at his own costs and expenses employ contractors nominated by the Manager to carry out repair, maintenance, replacement or reinstatement of the Noise Mitigation Measures which form part of his Residential Unit.

53. **Public Loading and Unloading Park**

The Public Loading and Unloading Park shall not be used for any purpose other than for the loading and unloading of vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and in particular the Public Loading and Unloading Park shall not be used for the storage, display or exhibiting of vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

54. **Management and Maintenance of Party Wall**

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

**THE FOURTH SCHEDULE**  
**WORKS AND INSTALLATIONS**

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) slope structures (if any);
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system, transformer room, switch room and emergency generator facilities;
- (i) external facade lighting and interior lighting within the Common Areas and Facilities;
- (j) lift installations;
- (k) gas supply system;
- (l) central air-conditioning / mechanical ventilation systems;
- (m) window installations;
- (n) curtain wall system;
- (o) swimming pool filtration system;
- (p) grease trap system;
- (q) ELV and telecommunication system;
- (r) security and carpark control;
- (s) hard and soft landscape including Vertical Greening; and
- (t) other major items as from time to time be added or revised in accordance with the provisions of this Deed.

## **THE FIFTH SCHEDULE**

### **FIRE SAFETY PROVISIONS**

1. An Owner of a Residential Unit with open kitchen shall be responsible for maintenance and annual inspection of the fire service installations within his Residential Unit at his own costs and expenses.
2. An Owner of a Residential Unit with open kitchen shall not remove, temper or obstruct (i) the sprinkler heads provided to cover the entire open kitchen area of his Residential Unit; (ii) the addressable smoke detectors and alarm bells provided at the living area inside his Residential Unit; (iii) the addressable smoke detectors provided at the common corridor and lobby outside his Residential Unit; and (iv) the FRR Wall of his Residential Unit.
3. An Owner of a Residential Unit with open kitchen shall allow the Manager and the registered fire services installation contractor(s) 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 his Residential Unit to carry out (at the cost and expense of the relevant Owner) maintenance and annual check of the fire service installations; and
4. In the event that an Owner of a Residential Unit with open kitchen 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 fire safety provisions set out under this Fifth Schedule, and make it a condition in the relevant agreement (if any).
5. The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and inspection of the fire services installations for Residential Units with open kitchen shall be borne by the relevant Owner on demand.



**The First Owner**

**SEALED** with the Common Seal of )  
)  
**CHOICE WIN (H.K.) LIMITED** )  
)  
and **SIGNED** by )  
)  
)  
)  
duly authorised by a board resolution of its )  
)  
directors whose signature(s) is/are verified )  
)  
by :- )

**The First Assignee**

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

INTERPRETED to the First Assignee by :-

Clerk to Messrs. Mayer Brown JSM  
Solicitors &c., Hong Kong.

OR

**SEALED** with the Common Seal of the )  
 )  
**First Assignee** and **SIGNED** by )  
 )  
in the presence of :- )

**The DMC Manager**

**SEALED** with the Common Seal of )  
)  
**ROYAL ELITE SERVICE COMPANY** )  
)  
**LIMITED** and **SIGNED** by )  
)  
)  
)  
duly authorised by a board resolution of its )  
)  
directors whose signature(s) is/are verified )  
)  
by :- )