

THIS DEED OF MUTUAL COVENANT INCORPORATING MANAGEMENT AGREEMENT made
the day of 20

BETWEEN PACIFIC EARTH ENTERPRISE LIMITED (利宙企業有限公司) whose registered office is situate at 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (hereinafter called “the Registered Owner” which expression shall where the context so admits include its successors and assigns) of the first part,

(hereinafter called “the First Purchaser” which expression shall where the context so admits include his executors administrators and assigns) of the second part and ROYAL ELITE SERVICE COMPANY LIMITED (帝譽服務有限公司) whose registered office is situate at 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (hereinafter called “the Manager” which expression shall where the context so admits include its successors or assigns) of the third part.

WHEREAS :-

Definitions (1) In this Deed the following expressions shall have the following meanings ascribed to them wherever the context so permits :-

“Accessible Parking Space(s)” The 5 parking spaces provided in the Land or the Development pursuant to Special Condition No.(22)(c)(i) of the Conditions (of which 3 such spaces belong to the Residential Car Parking Spaces, 1 such space belongs to the Residential Visitors’ Car Parking Space and the remaining 1 space belongs to the Commercial Car Park) as shown and delineated on the Approved Plans and intended for the parking of motor vehicles by the disabled persons as defined in the Road Traffic Ordinance and belonging to the residents or occupiers of the Development and their bona fide guests visitors or invitees.

“Apartment Unit” A unit of the Residential Accommodation (including (if any) the bay window, garden, balcony, flat roof and roof thereof) in the Residential Towers intended to be used for private residential occupation in accordance with the Approved Plans and the units are set out in the First Schedule hereto, and where an Apartment Unit on Ground Floor includes garden thereof and such garden has a common or dividing wall which separates it from the adjoining Apartment Unit, then the part of that dividing wall from the middle to the surface facing its own garden shall be included in the first mentioned Apartment Unit.

“Approved Plans” The general building plans for the Development of the Land including the car park layout plans referred to in Special Condition No.(28) of the Conditions and any amendments thereto duly approved by the Building Authority.

“Authorized Person” Mr Tang Kwok Wah Owen of Wong Tung & Partners Limited and this expression shall include any other authorized person or persons as defined in Section 2(1) of the Buildings Ordinance for the time being appointed by the Registered Owner in his place.

“Bicycle Parking Space(s)” The bicycle parking spaces provided in the Land or the Development pursuant to Special Condition No.(22)(e) of the Conditions as shown and

delineated on the Approved Plans and intended for the parking of bicycles belonging to the residents of the Flats and their bona fide guests, visitors or invitees.

“Brown Area”

The Brown Area referred to in Special Condition No.(2)(a) of the Conditions, upon which the Owners are granted by the Government a non-exclusive right to pass and repass at all times for all purposes connected with the proper use and enjoyment of the Land.

“Car Park Common Areas”

The whole of the Car Parking Areas other than those specifically designated as Parking Spaces, including ramps, driveways, fan rooms and other areas intended for the common use and enjoyment of the Owners or occupiers of the Parking Spaces, and such Car Park Common Areas, for the purposes of identification only, are shown on the DMC Plans (certified as to their accuracy by or on behalf of the Authorized Person) annexed hereto and coloured Orange and includes such other areas of and in the Development as are now or may from time to time be designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V of this Deed or by the Registered Owner as Car Park Common Areas in accordance with the provisions of Clause 9(a)(vii) of Section I of this Deed or any Sub-Deed but shall exclude the Residential Towers Common Areas, the Low Rise Residential Blocks Common Areas, the Residential Common Areas, the Residential and Car Park Common Areas, the Development Common Areas and the Commercial Common Areas (if any).

“Car Park Common Facilities”

Pipes, drains, wires, cables, trenches air-ducts and lighting in the Car Parking Areas, electrical vehicle charging facilities, fire fighting installation and equipment, and any other apparatus, devices, systems and facilities installed for the common use and benefit of the Parking Spaces and/or the Car Park Common Areas but shall not include the Residential Towers Common Facilities, the Low Rise Residential Blocks Common Facilities, the Residential Common Facilities, the Development Common Facilities, the Residential and Car Park Common Facilities and the Commercial Common Facilities (if any).

“Car Park Rules”

The rules and regulations governing the Car Parking Areas.

“Car Parking Areas”

means such spaces, ramps, driveways or areas provided within the Land in accordance with the Approved Plans the use of which is or will be set aside or reserved for the parking of bicycles, private cars, motor vehicles and motor cycles belonging to the residents or occupiers of the Development and their bona fide guests, visitors or invitees as shown on the carpark layout plans approved by the Building Authority including any approved amendments thereto.

“Club Houses”

The recreational facilities and facilities ancillary thereto erected constructed and provided by the Registered Owner for the common use and benefit of the residents of the Residential Accommodation and their bona fide visitors pursuant to Special Condition No.(10) of the Conditions including (but not limited to) swimming pools, sitting area and gymnasium.

“Commercial Accommodation”

Those parts of the Development including but not limited to the external walls thereof constructed or to be constructed on the Land intended for

commercial use in accordance with the Approved Plans, together with the internal walls and partitions (whether load bearing or structural or not and in the event the wall and/or partition is separating the Commercial Accommodation and the Common Areas, the whole thickness of such wall and partition other than the face (which is not shop fronts) fronting any Common Areas), columns, floor slabs (and in the event the floor slab is separating the Commercial Accommodation and other part or parts of the Development, the upper half of such floor slab), ceiling slabs (and in the event the ceiling slab is separating the Commercial Accommodation and other part or parts of the Development, the lower half of such ceiling slab), beams, shop fronts and other structural supports therein and thereof (but excluding any building services serving exclusively the Residential Accommodation, the Car Parking Areas and/or the Common Areas), 4 Commercial Loading and Unloading Spaces and other ancillary services, facilities and areas serving the Commercial Accommodation and which for the purposes of identification only are shown on the DMC Plans (certified as to their accuracy by or on behalf of the Authorized Person) annexed hereto and coloured Yellow and Yellow Stippled Black respectively.

“Commercial Car Park”

Collectively the Commercial Car Parking Spaces, the Commercial Motorcycle Parking Space and one Accessible Parking Space.

“Commercial Car Parking Space(s)”

The parking space(s) provided in the Land or the Development pursuant to Special Condition No.(22)(b)(i) of the Conditions as shown and delineated on the Approved Plans and intended for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the occupiers of the Commercial Accommodation and their bona fide guests, visitors or invitees.

“Commercial Common Areas”

The common areas in the Commercial Accommodation serving the Commercial Units, shops, shopping arcade and such areas within the Commercial Accommodation not intended to be exclusively used by any one of the Owners of the Commercial Units to be defined in a Sub-Deed (if any) in respect of the Commercial Accommodation including but not limited to the Commercial Loading and Unloading Spaces.

“Commercial Common Facilities”

The common facilities, services, systems and devices serving the Owners of the Commercial Units and not intended to be exclusively used by any one of them to be defined in a Sub-Deed (if any) in respect of the Commercial Accommodation including but not limited to those serving the Commercial Loading and Unloading Spaces.

“Commercial Loading and Unloading Spaces”

The loading and unloading spaces within the Land and the Development for the loading and unloading of goods vehicles serving the Commercial Units or the Commercial Accommodation as provided pursuant to Special Condition No.(23)(a)(ii) of the Conditions.

“Commercial Motorcycle Parking Space”

The one motorcycle parking space provided in the Land or the Development pursuant to Special Condition No.(22)(d)(i)(II) of the Conditions as shown and delineated on the Approved Plans and intended for the parking of motor cycles licensed under the Road Traffic Ordinance and belonging to the occupiers of the Commercial Accommodation and their bona fide guests, visitors or invitees.

“Commercial Unit”	A unit in the Commercial Accommodation or any part thereof after execution of a Sub-Deed in respect thereof and to which Undivided Shares will be allocated.
“Common Areas”	The Car Park Common Areas, the Residential Towers Common Areas, the Low Rise Residential Blocks Common Areas, the Residential Common Areas, the Development Common Areas, the Residential and Car Park Common Areas, the Commercial Common Areas (if any) and all those parts of the Development designated as common areas in any Sub-Deed.
“Common Facilities”	The Car Park Common Facilities, the Residential Towers Common Facilities, the Low Rise Residential Blocks Common Facilities, the Residential Common Facilities, the Development Common Facilities, the Residential and Car Park Common Facilities, the Commercial Common Facilities (if any) and such of the facilities of the Development designated as common facilities in any Sub-Deed.
“Common Parts Undivided Shares”	All Those Undivided Shares allocated or to be allocated to the Common Areas and the Common Facilities.
“Conditions”	Agreement and Conditions of Sale registered in the Land Registry as New Grant No.21269 and shall include any subsequent extensions variations or modifications thereto or renewals thereof and the Lease granted or to be granted pursuant thereto.
“this Deed”	This Deed of Mutual Covenant incorporating Management Agreement.
“the Development”	The whole of the development including the Residential Accommodation, the Commercial Accommodation and the Car Parking Areas known as “[*]” constructed or in the course of construction on the Land including all structures, facilities or services whatsoever installed or provided in, under, on or over the Land for the use of the Development or any part or parts thereof including without limiting the generality of the foregoing the Common Areas, the Common Facilities, all machinery and equipment, all roads, footpaths, stairways, cables, pipes, drainage and sewage in or upon the Development.
“Development Common Areas”	Those areas as shown and coloured Green on the DMC plans certified as to their accuracy by or on behalf of the Authorized Person and annexed hereto which include the emergency vehicles access, the run-in and run-out, planters, transformer rooms, switch rooms, generator rooms, fan rooms, panel rooms, tank rooms, fire control room, ELV rooms, filtration plant rooms, water features, vertical green walls, machine rooms, Owners’ Committee Office, canopies, meter rooms, pump rooms, sprinkler control valve room, street fire hydrant room, management office, watchman offices, watchman counters, caretaker quarter, stairways, entrances and common lobbies, such roof (if any) and flat roofs (if any) not forming part of the Residential Accommodation, the Commercial Accommodation or the Car Parking Areas and have not been assigned to any individual Owner, landscape area (if any), refuse storage and material recovery chamber(s), boundary walls or fences and other areas intended for the common use and enjoyment of the Owners or residents or occupiers for the time being of the

Development and any other area designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V hereof or by the Registered Owner in accordance with Clause (9)(a)(vii) of Section I hereof, but not further or otherwise, to be the Development Common Areas, PROVIDED THAT, where appropriate, (a) any parts of the Development covered by paragraph (a) of the definition of “common parts” set out in Section 2 of the Building Management Ordinance (Cap.344) and/or (b) 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) shall also be deemed to have been included as, and shall form part of, the Development Common Areas but shall not include the Car Park Common Areas, the Residential Towers Common Areas, the Low Rise Residential Blocks Common Areas, the Residential Common Areas, the Residential and Car Park Common Areas and the Commercial Common Areas (if any).

“Development
Common Facilities”

The facilities and systems for the common use and enjoyment of the Owners or residents or occupiers for the time being of the Development and not being part of the Car Park Common Facilities, the Residential Towers Common Facilities, the Low Rise Residential Blocks Common Facilities, the Residential Common Facilities, the Residential and Car Park Common Facilities or the Commercial Common Facilities (if any) which include (but not limited to) the Transformer Room Facilities and lighting along or in the Development Common Areas.

“Fire Safety
Management Plan”

The fire safety management plan and measures relating to the Development required to be implemented by the Buildings Department and Fire Services Department and deposited with the management office of the Development 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 authorities.

“Fire Service
Installations for Open
Kitchen Units”

Smoke detectors, sprinklers and associated cables and pipe works for the Open Kitchens provided within and forming part of the Open Kitchen Units.

“Flat”

An Apartment Unit in a Residential Tower or a Residential Unit in a Residential Block to which Undivided Shares have been or will be allocated under this Deed or any Sub-Deed.

“General Rules”

The rules and regulations governing the Development from time to time in force as provided herein.

“Government”

The Government of The Hong Kong Special Administrative Region.

“Greenery Areas
(Residential Common
Areas)”

Those areas within and forming part of the Residential Common Areas and planted with trees, shrubs, grasses or other types of living plants as shown and coloured Violet Hatched Black on the DMC Plans certified as to their accuracy by or on behalf of the Authorized Person and annexed hereto.

“Greenery Areas
(Residential Towers

Those areas within and forming part of the Residential Towers Common Areas and planted with trees, shrubs, grasses or other types of living plants

Common Areas)”	as shown and coloured Indigo Hatched Black on the DMC Plans certified as to their accuracy by or on behalf of the Authorized Person and annexed hereto.
“Land”	All That piece or parcel of land registered in the Land Registry as Tung Chung Town Lot No.36.
“Low Rise Residential Blocks Common Areas”	The Residential Block 1 Common Areas, the Residential Block 2 Common Areas and the Residential Block 3 Common Areas collectively.
“Low Rise Residential Blocks Common Facilities”	The Residential Block 1 Common Facilities, the Residential Block 2 Common Facilities and the Residential Block 3 Common Facilities collectively.
“Maintain”	Repair, maintain, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, amend, keep, replace, decorate and paint or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and “maintenance” shall be construed accordingly.
“Management”	All duties and obligations to be performed and observed by the Manager pursuant to the provisions of this Deed.
“Management Expenses”	The costs charges and expenses necessarily and reasonably incurred in the management and maintenance of the Development provided in this Deed which, except for the purpose of Clause (1) of Subsection (C) of Section V hereof, shall include the Manager's Remuneration.
“Management Funds”	All monies recovered or held by the Manager pursuant to this Deed except only the Manager’s Remuneration and the Special Fund.
“Manager”	Royal Elite Service Company Limited or any other manager for the time being appointed as manager of the Development pursuant to the provisions of this Deed.
“Manager's Remuneration”	The remuneration of the Manager as provided herein.
“Motor Cycle Parking Spaces”	The Residential Motorcycle Parking Spaces and the Commercial Motorcycle Parking Space collectively.
“Non-enclosed Areas”	The balcony and the covered areas (if any) beneath the same forming part of a Flat, which are green and innovative features in the Development and are exempted from the calculation of gross floor area or site coverage or both by the Building Authority and the Director of Lands. The locations of such balconies are shown for identification purpose only on the DMC Plans hereto attached and thereon coloured Light Orange, the accuracy of such Plans has been certified by or on behalf of the Authorized Person.
“Occupation Permit”	A temporary or permanent occupation permit issued by the Building Authority in respect of the Development.
“Open Kitchen”	The open kitchen provided within an Open Kitchen Unit and such open

kitchen is for the purpose of identification only shown and demarcated by a dotted line on the DMC Plans attached hereto and thereon marked “OPEN KIT.”.

“Open Kitchen Units”	Such Flats in the Residential Accommodation in which Open Kitchens are provided and each of such Flats is referred to as an “Open Kitchen Unit”.
“Owner”	A person who for the time being appears from the records at the Land Registry to be the owner of an Undivided Share and a registered mortgagee in possession of such Undivided Share.
“Owners’ Committee”	A committee of all the Owners of the Development established under the provisions of this Deed.
“Owners’ Incorporation”	An Incorporated Owners of the Development registered under Section 8 of the Building Management Ordinance (Cap.344).
“Parking Spaces”	Residential Car Parking Spaces, Commercial Car Parking Spaces, Residential Visitors’ Car Parking Spaces, Accessible Parking Spaces, Residential Motorcycle Parking Spaces, Commercial Motorcycle Parking Space and Bicycle Parking Spaces.
“Phase 1”	All those parts of the Development which are for the purpose of identification shown coloured Light Green on the phasing plans (Basement, Ground Floor, Tower Typical and Roof Plans) certified as to their accuracy by or on behalf of the Authorized Person and annexed hereto, comprising Residential Blocks 1, 2 and 3, Tower 3A and Tower 3B, Tower 5A and Tower 5B and Tower 6A and Tower 6B, part of the basement and podium floors comprising 214 Residential Car Parking Spaces and 26 Residential Motorcycle Parking Spaces, the Commercial Accommodation and the Commercial Car Park.
“Phase 2”	All those parts of the Development which are for the purpose of identification shown coloured Light Brown on the phasing plans (Basement, Ground Floor, Tower Typical and Roof Plans) certified as to their accuracy by or on behalf of the Authorized Person and annexed hereto, comprising Tower 1A and Tower 1B, Tower 2A and Tower 2B, part of the basement and podium floors comprising 134 Residential Car Parking Spaces and 14 Residential Motorcycle Parking Spaces.
“Residential Accommodation”	Those parts of the Development constructed or to be constructed on the Land intended for residential use in accordance with the Approved Plans comprising the Residential Towers and the Residential Blocks.
“Residential Blocks”	The 3 low rise blocks (other than the Residential Towers) constructed or to be constructed on the Land for residential purposes in accordance with the Approved Plans and the Conditions and known or to be known respectively as Residential Blocks 1, 2 and 3.
“Residential Block 1 Common Areas”	Those areas as shown and coloured Red and Red Stippled Black respectively on the DMC plans certified as to their accuracy by or on behalf of the Authorized Person and annexed hereto which include any areas serving Residential Block 1 and not intended to be exclusively used by any

one of the Owners of Residential Block 1, and any area designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V hereof or by the Registered Owner in accordance with Clause (9)(a)(vii) of Section I hereof, but not further or otherwise, to be the Residential Block 1 Common Areas, but shall exclude the Car Park Common Areas, the Residential Towers Common Areas, the Residential Block 2 Common Areas, the Residential Block 3 Common Areas, the Residential Common Areas, the Residential and Car Park Common Areas, the Development Common Areas and the Commercial Common Areas (if any).

“Residential Block 1
Common Facilities”

The facilities serving the Residential Block 1 Common Areas and not intended to be exclusively used by any one of the Owners of Residential Block 1 including CCTV and all facilities and systems designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V hereof, but not further or otherwise to be the Residential Block 1 Common Facilities but excluding the Car Park Common Facilities, the Residential Towers Common Facilities, the Residential Block 2 Common Facilities, the Residential Block 3 Common Facilities, the Residential Common Facilities, the Residential and Car Park Common Facilities, the Development Common Facilities and the Commercial Common Facilities (if any).

“Residential Block 2
Common Areas”

Those areas as shown and coloured Pink and Pink Stippled Black respectively on the DMC plans certified as to their accuracy by or on behalf of the Authorized Person and annexed hereto which include any areas serving Residential Block 2 and not intended to be exclusively used by any one of the Owners of Residential Block 2, and any area designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V hereof or by the Registered Owner in accordance with Clause (9)(a)(vii) of Section I hereof, but not further or otherwise, to be the Residential Block 2 Common Areas, but shall exclude the Car Park Common Areas, the Residential Towers Common Areas, the Residential Block 1 Common Areas, the Residential Block 3 Common Areas, the Residential Common Areas, the Residential and Car Park Common Areas, the Development Common Areas and the Commercial Common Areas (if any).

“Residential Block 2
Common Facilities”

The facilities serving the Residential Block 2 Common Areas and not intended to be exclusively used by any one of the Owners of Residential Block 2 including CCTV and all facilities and systems designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V hereof, but not further or otherwise to be the Residential Block 2 Common Facilities but excluding the Car Park Common Facilities, the Residential Towers Common Facilities, the Residential Block 1 Common Facilities, the Residential Block 3 Common Facilities, the Residential Common Facilities, the Residential and Car Park Common Facilities, the Development Common Facilities and the Commercial Common Facilities (if any).

“Residential Block 3
Common Areas”

Those areas as shown and coloured Grey and Grey Stippled Black respectively on the DMC plans certified as to their accuracy by or on behalf of the Authorized Person and annexed hereto which include any areas serving Residential Block 3 and not intended to be exclusively used by any one of the Owners of Residential Block 3, and any area designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V hereof or by the Registered Owner in accordance with Clause (9)(a)(vii) of

Section I hereof, but not further or otherwise, to be the Residential Block 3 Common Areas, but shall exclude the Car Park Common Areas, the Residential Towers Common Areas, the Residential Block 1 Common Areas, the Residential Block 2 Common Areas, the Residential Common Areas, the Residential and Car Park Common Areas, the Development Common Areas and the Commercial Common Areas (if any).

“Residential Block 3
Common Facilities”

The facilities serving the Residential Block 3 Common Areas and not intended to be exclusively used by any one of the Owners of Residential Block 3 including CCTV and all facilities and systems designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V hereof, but not further or otherwise to be the Residential Block 3 Common Facilities but excluding the Car Park Common Facilities, the Residential Towers Common Facilities, the Residential Block 1 Common Facilities, the Residential Block 2 Common Facilities, the Residential Common Facilities, the Residential and Car Park Common Facilities, the Development Common Facilities and the Commercial Common Facilities (if any).

“Residential Car
Parking Space(s)”

The parking space(s) provided in the Land or the Development pursuant to Special Condition No.(22)(a)(i) of the Conditions as shown and delineated on the Approved Plans and intended for the parking of motor vehicles belonging to the residents of the Flats and their bona fide guests, visitors or invitees.

“Residential Common
Areas”

Those areas as shown and coloured Violet and Violet Hatched Black on the DMC plans certified as to their accuracy by or on behalf of the Authorized Person and annexed hereto which include the Greenery Areas (Residential Common Areas), the Residential Visitors’ Car Parking Spaces, the Bicycle Parking Spaces, the Club Houses and their external walls, the loading and unloading spaces serving the Residential Accommodation and any other areas serving the Residential Accommodation and not intended to be exclusively used by any one of the Owners of the Residential Accommodation, and any area designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V hereof or by the Registered Owner in accordance with Clause (9)(a)(vii) of Section I hereof, but not further or otherwise, to be the Residential Common Areas but shall not include the Car Park Common Areas, the Residential Towers Common Areas, the Low Rise Residential Blocks Common Areas, the Residential and Car Park Common Areas, the Development Common Areas and the Commercial Common Areas (if any).

“Residential Common
Facilities”

The facilities serving the Residential Accommodation or the Residential Common Areas and not intended to be exclusively used by any one of the Owners of the Residential Accommodation including (but not limited to) :-

- (a) the sewers, drains, water courses, pipes, gutters, wires, cables, water tanks and other services facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Development through which water, sewage, gas, electricity and any other services are supplied to the Residential Accommodation or the Residential Common Areas;

- (b) all other facilities and systems designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V hereof, but not further or otherwise to be the Residential Common Facilities

but excluding the Car Park Common Facilities, the Residential Towers Common Facilities, the Low Rise Residential Blocks Common Facilities, the Residential and Car Park Common Facilities, the Development Common Facilities and the Commercial Common Facilities (if any).

“Residential and Car
Park Common Areas”

Those areas as shown and coloured Brown on the DMC Plans certified as to their accuracy by or on behalf of the Authorized Person and annexed hereto which include switch rooms, lift lobbies and transformer rooms and are not intended to be exclusively used by any one of the Owners of Flats or Parking Spaces and any area designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V hereof or by the Registered Owner in accordance with Clause (9)(a)(vii) of Section I hereof, but not further or otherwise, to be the Residential and Car Park Common Areas, but shall not include the Car Park Common Areas, the Residential Towers Common Areas, the Low Rise Residential Blocks Common Areas, the Residential Common Areas, the Development Common Areas and the Commercial Common Areas (if any).

“Residential and Car
Park Common
Facilities”

The facilities serving the Owners of the Residential Accommodation and the Owners of Parking Spaces and not intended to be exclusively used by any one of them including lifts, equipment and plants within the Residential and Car Park Common Areas and all facilities and systems designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V hereof, but not further or otherwise to be the Residential and Car Park Common Facilities but excluding the Car Park Common Facilities, the Residential Towers Common Facilities, the Low Rise Residential Blocks Common Facilities, the Residential Common Facilities, the Development Common Facilities and the Commercial Common Facilities (if any).

“Residential
Motorcycle Parking
Space(s)”

The motorcycle parking space(s) provided in the Land or the Development pursuant to Special Condition No.(22)(d)(i)(I) of the Conditions as shown and delineated on the Approved Plans and intended for the parking of motor cycles licensed under the Road Traffic Ordinance and belonging to the residents of the Flats and their bona fide guests, visitors or invitees.

“Residential Towers”

The 5 multi-storeyed towers (other than the Residential Blocks) constructed or to be constructed on the Land for residential purposes in accordance with the Approved Plans and the Conditions and known or to be known respectively as Tower 1A and Tower 1B, Tower 2A and Tower 2B, Tower 3A and Tower 3B, Tower 5A and Tower 5B and Tower 6A and Tower 6B.

“Residential Towers
Common Areas”

Those areas as shown and coloured Indigo, Indigo Hatched Black and Indigo Stippled Black on the DMC plans certified as to their accuracy by or on behalf of the Authorized Person and annexed hereto which include entrance lobbies, passageways, staircases, landings, corridors, lift lobbies including Wider Common Corridors and Lift Lobbies, lifts, lift shafts, mailrooms, meter rooms, lift machine rooms, pump rooms, electrical and mechanical rooms, telecommunication and broadcasting equipment room(s) serving the Residential Towers, Greenery Areas (Residential Towers

Common Areas), external walls (including the exterior surface of curtain walls) and architectural fins and acoustic fins and canopies (if any) of the Residential Towers, roofs and flat roofs of the Residential Towers (other than those held or intended to be held with a Flat) and any other areas serving the Residential Towers and not intended to be exclusively used by any one of the Owners of Flats, and any area designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V hereof or by the Registered Owner in accordance with Clause (9)(a)(vii) of Section I hereof, but not further or otherwise, to be the Residential Towers Common Areas, but shall not include the Car Park Common Areas, the Low Rise Residential Blocks Common Areas, the Residential Common Areas, the Residential and Car Park Common Areas, the Development Common Areas and the Commercial Common Areas (if any).

“Residential Towers
Common Facilities”

The facilities serving the Residential Towers or the Residential Towers Common Areas and not intended to be exclusively used by any one of the Owners of Flats including (but not limited to) :-

- (a) the sewers, drains, water courses, pipes, gutters, wires, cables, water tanks and other services facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Development through which water, sewage, gas, electricity, telecommunication and any other services are supplied to the Residential Towers or any part or parts thereof;
- (b) gondolas and all the facilities in the refuge floors or refuge roofs (if any), pump rooms, lift and lift machine rooms, lift pits and flushing water tank rooms in the Residential Towers; and
- (c) all other facilities and systems designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V hereof, but not further or otherwise to be the Residential Towers Common Facilities

but excluding the Car Park Common Facilities, the Low Rise Residential Blocks Common Facilities, the Residential Common Facilities, the Residential and Car Park Common Facilities, the Development Common Facilities and the Commercial Common Facilities (if any).

“Residential Unit”

A unit of the Residential Accommodation (including (if any) the bay window, garden, balcony, flat roof and roof thereof) in the Residential Blocks intended to be used for private residential occupation in accordance with the Approved Plans and the units are set out in the First Schedule hereto, and where Residential Unit on Ground Floor includes garden thereof and such garden has a common or dividing wall which separates it from the adjoining Residential Unit, then the part of that dividing wall from the middle to the surface facing its own garden shall be included in the first mentioned Residential Unit.

“Residential Visitors’
Car Parking Space(s)”

The residential visitors’ car parking space(s) provided in the Land or the Development pursuant to Special Condition No.(22)(a)(iii) of the Conditions as shown and delineated on the Approved Plans and intended for the parking of motor vehicles belonging to the bona fide guests, visitors

or invitees of the residents of the Flats.

“Slopes and Retaining Walls”

The slopes, slope treatment works, retaining walls or other structures (if any) within or outside the Land and the Development which are required to be maintained and carried out by the Owners under the Conditions and in accordance with the “Geoguide 5-Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Slopes Maintenance Manual.

“Slopes Maintenance Manual(s)”

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

“Special Fund”

The special fund established and maintained by the Manager pursuant to Clause (17) in Subsection (D) of Section V of this Deed.

“Sub-Deed”

A Sub-Deed of Mutual Covenant to be entered into between the Registered Owner with other co-owners of the Development after this Deed setting forth the rights and obligations of the Owners of any part or parts of the Development.

“Transformer Room Facilities”

The plants, equipment, cable accommodations and other associated facilities provided and installed in the transformer rooms by the Registered Owner for the use of the Development as a whole.

“Undivided Share”

Any one of the Undivided Shares.

“Undivided Shares”

All those 2,186,307th equal undivided parts or shares of and in the Land and the Development as set out in the First Schedule hereto.

“Unit”

An Apartment Unit, a Residential Unit, a Residential Car Parking Space, a Residential Motorcycle Parking Space, an Accessible Parking Space, the Commercial Car Park, the Commercial Accommodation and after execution of any Sub-Deed in respect of the same, a Commercial Unit, and/or any other part of the Development (as the case may be) to which a certain number of the Undivided Shares have been or will be allocated under this Deed or any Sub-Deed save and except the Common Areas and shall have the same definition as “flat” under the Building Management Ordinance (Cap.344).

“Wider Common Corridors and Lift Lobbies”

The wider common corridors and lift lobbies in the Residential Towers or the Residential Blocks, which are green and innovative features in the Development and are exempted from the calculation of gross floor area or site coverage or both by the Building Authority and the Director of Lands. The location of such wider common corridors and lift lobbies are shown for identification purpose only on the DMC Plans hereto attached and thereon coloured Red Stippled Black, Pink Stippled Black, Grey Stippled Black and Indigo Stippled Black respectively, the accuracy of such Plans has been certified by or on behalf of the Authorized Person.

“Works and Installations”

The major works and installations in the Development as set out in the Second Schedule hereto, which require regular maintenance on a recurrent

basis.

Singular includes plural

In this Deed references to the singular shall include the plural and vice versa and references to the masculine gender shall include the feminine or neuter gender.

The Land

- (2) Immediately prior to the assignment (hereinafter recited) to the First Purchaser, the Registered Owner was the registered owner of the Land held under the Conditions Subject to payment of the rent and to the observance and performance of the terms and conditions therein reserved and contained.

The Development

- (3) The Registered Owner has developed or is in the course of developing the Land in accordance with the Approved Plans and has constructed or is in the course of constructing on the Land the Development.

Division of Undivided Shares in the Land and the Development

- (4) For the purposes of sale the Land and the Development have been notionally divided into 2,186,307 Undivided Shares which have been allocated in manner set out in the First Schedule hereto.

Assignment to First Purchaser

- (5) By an Assignment (hereinafter called “the said Assignment”) of even date and made between the Registered Owner of the one part and the First Purchaser of the other part the Registered Owner assigned unto the First Purchaser All That the estate right title benefit and interest of the Registered Owner of and in All Those [] equal undivided 2,186,307th parts or shares of and in the Land and the Development together with the full and exclusive right and privilege to hold use occupy and enjoy All That Unit being [] (hereinafter called “the said Unit”) of the Development.

Purpose of this Deed

- (6) The parties hereto have agreed to enter into this Deed for the purposes of making provision for the management, maintenance, insuring and servicing of the Land and the Development, and of defining and regulating the rights, interests and obligations of the Owners in respect of the Land and the Development.

Approval of Director of Lands

- (7) The Director of Lands has given his approval to this Deed in accordance with Special Condition No.(19)(a) of the Conditions.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

- | | | |
|---|-----|--|
| The Registered Owner to have exclusive use of the Development except only the Unit assigned to the First Purchaser and the Common Areas | (1) | The Registered Owner shall at all times hereafter subject to and with the benefit of the Conditions and this Deed insofar as they relate thereto have the full and exclusive right and privilege to hold use occupy and enjoy All the Development save and except only (a) the said Unit of the Development assigned to the First Purchaser and (b) the Common Areas and the Common Facilities and Subject to the easements, rights and privileges granted to the First Purchaser by the said Assignment and this Deed Together with the appurtenances thereto and the entire rents and profits thereof. |
| First Purchaser to have exclusive use of the Unit assigned to him | (2) | The First Purchaser shall at all times hereafter subject to and with the benefit of the Conditions and this Deed insofar as they relate thereto have the full and exclusive right and privilege to hold use occupy and enjoy All That the said Unit of the Development Together with the appurtenances thereto and the entire rents and profits thereof. |
| Use of Common Areas | (3) | <p>(a) The Development Common Areas and the Development Common Facilities shall be deemed to be common areas and facilities for the benefit of the Owners of the Development which areas and facilities may, subject to the provisions hereof, be used by each Owner in common with all the Owners or residents or occupiers for the time being of the Development or any part thereof for all purposes connected with the proper use and enjoyment of their respective parts of the Development.</p> <p>(b) The Residential Common Areas and the Residential Common Facilities shall be deemed to be common areas and facilities for the benefit of the Owners of the Residential Accommodation which areas and facilities may, subject to the provisions hereof, be used by each Owner of the Residential Accommodation in common with all the Owners or residents for the time being of the Residential Accommodation or any part thereof for all purposes connected with the proper use and enjoyment of their respective parts of the Residential Accommodation.</p> <p>(c) The Residential Towers Common Areas and the Residential Towers Common Facilities shall be deemed to be common areas and facilities for the benefit of the Owners of the Residential Towers which areas and facilities may, subject to the provisions hereof, be used by each Owner of the Residential Towers in common with all the Owners or residents for the time being of the Residential Towers or any part thereof for all purposes connected with the proper use and enjoyment of their respective parts of the Residential Towers.</p> <p>(d) The Residential Block 1 Common Areas and the Residential Block 1 Common Facilities shall be deemed to be common areas and facilities for the benefit of the Owners of Residential Block 1 which areas and facilities may, subject to the provisions hereof, be used by each Owner of Residential Block 1 in common with all the Owners or residents for the time being of Residential Block 1 or any part thereof</p> |

for all purposes connected with the proper use and enjoyment of their respective parts of Residential Block 1.

- (e) The Residential Block 2 Common Areas and the Residential Block 2 Common Facilities shall be deemed to be common areas and facilities for the benefit of the Owners of Residential Block 2 which areas and facilities may, subject to the provisions hereof, be used by each Owner of Residential Block 2 in common with all the Owners or residents for the time being of Residential Block 2 or any part thereof for all purposes connected with the proper use and enjoyment of their respective parts of Residential Block 2.
- (f) The Residential Block 3 Common Areas and the Residential Block 3 Common Facilities shall be deemed to be common areas and facilities for the benefit of the Owners of Residential Block 3 which areas and facilities may, subject to the provisions hereof, be used by each Owner of Residential Block 3 in common with all the Owners or residents for the time being of Residential Block 3 or any part thereof for all purposes connected with the proper use and enjoyment of their respective parts of Residential Block 3.
- (g) The Car Park Common Areas and the Car Park Common Facilities shall be deemed to be common areas and facilities for the benefit of the Owners of the Parking Spaces, which areas and facilities may, subject to the provisions hereof, be used by (i) each Owner and occupier of the Parking Spaces, (ii) the residents of the Flats, the bona fide guests, visitors or invitees of the residents of the Flats, (iii) disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, who are the residents or occupiers of the Development or bona fide guests, visitors or invitees of the residents or occupiers of the Development, and (iv) each occupier of the Bicycle Parking Spaces in common with all the aforesaid persons for the time being of the Development for all purposes connected with the proper use and enjoyment of their respective Parking Spaces.
- (h) The Residential and Car Park Common Areas and the Residential and Car Park Common Facilities shall be deemed to be common areas and facilities for the benefit of the Owners of the Flats and the Owners of the Parking Spaces which areas and facilities may, subject to the provisions thereof, be used by each Owner of the Flats and each Owner of the Parking Spaces in common with all the Owners, residents or occupiers of the Flats or the Parking Spaces for all purposes connected with the proper use and enjoyment of their respective Flats or Parking Spaces (as the case may be).

Easements rights
and privileges of
Owners

- (4) Each Undivided Share in the Land and the Development and the full and exclusive right and privilege to hold use, occupy and enjoy any part of the Development shall be held by the person or persons from time to time entitled thereto and subject to and with the benefit of the easements, rights, privileges and obligations contained in this Deed.

Owners bound by

- (5) The Owners shall at all times hereafter be bound by and shall observe and

covenants etc.		perform the covenants, provisions and restrictions contained in this Deed and the benefit and burden thereof shall be annexed to every part of the Land and the Development and the Undivided Share or Undivided Shares held therewith. The Conveyancing and Property Ordinance (Chapter 219 of the Laws of Hong Kong) and any statutory amendments, modifications or re-enactments thereof for the time being in force shall apply to these presents.
Rights of Owners to assign etc.	(6)	Subject to the Conditions and this Deed, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Undivided Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, let, license or otherwise dispose of or deal with his share or interest in the Land and the Development PROVIDED THAT any such transaction shall be expressly subject to the terms of this Deed.
No right to enjoyment of the Land be dealt with separately from Undivided Shares	(7)	The right to the exclusive use occupation and enjoyment of any part of the Land or the Development shall not be sold, assigned, mortgaged, charged, leased, let 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 for terms not exceeding ten years.
Comply with the Conditions	(8)	Each and every Owner (including the Registered Owner) and the Manager shall comply with the terms of the Conditions so long as they remain as Owner and Manager respectively.
Rights and Privileges reserved to the Registered Owner	(9)	(a) There are reserved unto the Registered Owner for so long as it remains the beneficial owner of any Undivided Share the following rights and privileges:- (i) The Registered Owner its contractors servants agents or other persons authorized by it shall have the right at all reasonable times to enter into and upon all parts of the Land and the Development with all necessary equipment plant and materials for the purpose of completing at the cost of the Registered Owner the construction of the Development in accordance with the Approved Plans and may carry out works in under on or over the Land and the Development as it sees fit. The Registered Owner in pursuance of any works shall notify the Owners, their servants, agents or licensees in writing as to the areas or parts of the Land and the Development that the Owners may or may not use while such works are being carried out Provided that :- (a) the Registered Owner shall have no right to enter into those parts of the Development already assigned or exclusively owned by other Owners without obtaining those Owners' consent; (b) the Registered Owner shall at its own expense make good all damage caused to other Owners as a result

of the exercise of the rights under this sub-clause;

- (c) the Registered Owner shall ensure that such works shall be carried out without any delay and negligence and the least disturbance and inconvenience will be caused;
 - (d) the Owners' rights to hold, use, occupy and enjoy their Units shall not be adversely affected; and
 - (e) the Owners' access to and from the Units shall not be adversely impeded or restricted.
- (ii) The right to change, amend, vary, add to or alter the Approved Plans existing at the date thereof relating to those parts of the Development held by the Registered Owner for the time being without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the Registered Owner from the requirements of obtaining the prior written approval of the Director of Lands and all other relevant Government authorities Provided that the exercise of the right under this sub-clause shall not interfere with the Owner's right to hold, use, occupy and enjoy the Unit(s) owned by him or adversely impede or restrict the access to and from the Unit(s) or affect an Owner's rights and interest in the Development Provided that any benefit, concession or compensation whether monetary or otherwise acquired shall be accrued to all Owners or the Owners concerned.
- (iii) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed to the exercise of the following right, the right to install on or affix to the Common Areas such chimneys, flues, pipes, conduits, aerials, plant, machinery, and other apparatus signs placards posters and other advertising structures whatsoever (illuminated or not) as the Registered Owner thinks fit together with the right to remove repair maintain service or replace the same, subject to the Conditions and the approval of other Government authorities if required by legislation Provided that all income arising from exercising the rights under this Clause shall be credited to the Special Fund Provided further that nothing shall be installed or affixed pursuant to this Clause except for the common use and enjoyment of all the Owners and any such chimneys, flues, pipes, conduits, aerials, plant, machinery, and any such other apparatus signs placards posters and other advertising structures whatsoever (illuminated or not) as aforesaid or the exercise of the aforesaid right by the Registered Owner under this Clause 9(a)(iii) shall not affect the enjoyment of the Development by the other Owners or the occupiers of the Units owned by such Owners and shall not interfere with or affect the exclusive

use and enjoyment by the other Owners of the Units owned by them or the occupiers of such Units and that the Registered Owner shall cause the least disturbance and at its own expense make good any damage caused thereby.

- (iv) Subject to the Conditions, the right to apply to, negotiate and agree with the Government and/or other persons and to execute licence agreements, wayleave agreements or other necessary documents for the purpose of obtaining or renewing or granting any licences, wayleave, rights of way or other rights or easements over Government land and the Land and other land or either of them as the Registered Owner may consider necessary for the Development without the necessity of making any other Owner a party thereto Provided that the exercise of the right under this sub-clause shall be subject to the approval by a resolution of the Owners passed at an Owners' meeting and shall not interfere with the Owner's right to hold, use, occupy and enjoy the Unit(s) owned by him or impede or restrict the access to and from the Unit(s) or adversely affect an Owner's rights and interest in the Development.
- (v) Subject to the prior written approval of the Owners' Committee or the Owners' Incorporation (if formed), the right to apply to, negotiate and agree with the Government to amend vary or modify the Conditions or any conditions thereof in such manner as the Registered Owner may deem fit and to execute modification letters or other necessary documents without the necessity of making any other Owner a party thereto Provided that the exercise of the right under this sub-clause shall not interfere with the Owner's right to hold, use, occupy and enjoy the Unit(s) owned by him or impede or restrict the access to and from the Unit(s) or adversely affect an Owner's rights and interest in the Development Provided that the Registered Owner shall be fully responsible to the exclusion of other Owners for any relevant premium or premia (if any) payable to the Government including administrative fees unless such amendment, variation or modification of the Conditions is required by the Government or for the benefit of all the Owners of the Development and approved by a resolution of Owners at an Owners' meeting convened under this Deed Provided Always that no approval of the Owners' Committee or the Owners' Incorporation (if formed) mentioned above is required if the amendment, variation or modification relate only to those parts of the Development held by the Registered Owner.
- (vi) Subject to the approval by a resolution of the Owners passed at an Owners' meeting to the exercise of the following right, the right and full power at all times hereafter to enter into and upon all parts of the Common Areas with all necessary equipment plant and materials and

to construct install erect place complete and maintain thereon or thereupon aerial and/or dish installation apparatus structures and/or other equipment relating to the broadcasting and/or reception of cable and/or satellite television and/or any other telecommunication systems and may for such purpose carry out all such works as it may from time to time see fit. The right of the Registered Owner to enter the Common Areas to carry out such works shall extend equally to all necessary contractors agents workers and other persons authorized by the Registered Owner. The Registered Owner in pursuance of such work may from time to time issue in writing to the Owners instructions as to the areas or parts of the Common Areas that the Owners their servants or agents or licensees may or may not use or have access to or over while such works are being carried out and that :-

- (a) the Registered Owner shall have no right to enter into those parts of the Development already assigned or exclusively owned by other Owners without obtaining those Owners' consent;
 - (b) the Registered Owner shall at its own expense make good all damage caused to other Owners as a result of the exercise of the rights under this sub-clause;
 - (c) the Registered Owner shall ensure that such works shall be carried out without any delay and negligence and the least disturbance and inconvenience will be caused;
 - (d) the Owners' rights to hold, use, occupy and enjoy their Units shall not be affected; and
 - (e) the Owners' access to and from the Units shall not be adversely impeded or restricted.
- (vii) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed and the relevant Government authorities (if necessary), the full right and power to designate and declare by deed or in writing any area or part or parts of the Land or the Development owned by the Registered Owner to be additional Development Common Areas, Residential Common Areas, Residential Towers Common Areas, Low Rise Residential Blocks Common Areas, Car Park Common Areas, Residential and Car Park Common Areas or other common areas, if and only if such area or part or parts shall be for the beneficial use of all the relevant Owners, but not further or otherwise, whereupon with effect from such designation or declaration, such area or part or parts shall form part of the Development Common Areas, Residential Common Areas, Residential Towers Common Areas, Low

Rise Residential Blocks Common Areas, Car Park Common Areas, Residential and Car Park Common Areas or other common areas, (as the case may be) and the relevant Owners shall contribute to the maintenance and upkeep of such area or part or parts which form part of the Development Common Areas, Residential Common Areas, Residential Towers Common Areas, Low Rise Residential Blocks Common Areas, Car Park Common Areas, Residential and Car Park Common Areas or other common areas (as the case may be) aforesaid as if they were part of the Development Common Areas, Residential Common Areas, Residential Towers Common Areas, Low Rise Residential Blocks Common Areas, Car Park Common Areas, Residential and Car Park Common Areas or other common areas (as the case may be) provided always that the aforesaid designation or declaration should not interfere with the Owners' right to hold use occupy and enjoy their Units and provided that any designation made shall be irrevocable and permanent and there shall be no redesignation.

- (viii) Subject to the approval of the Director of Lands (if required), the right without the necessity of making any Owner entitled to the exclusive use occupation and enjoyment of any Unit a party thereto to enter into a Sub-Deed in respect of any part or parts of the Development held by the Registered Owner Provided That such Sub-Deed shall not conflict with the provisions of this Deed or affect the rights, interests or obligations of the Owners bound by this Deed and any other previous Sub-Deed.
- (ix) At any time hereafter and from time to time and subject to the necessary approvals from the relevant Government authorities, to change the user of the Commercial Accommodation (which is owned by the Registered Owner) or the Commercial Units owned by the Registered Owner or any part or parts thereof from shops to restaurants (including any form or type of food serving business), banks or other business uses or vice versa Provided that the exercise of the right under this sub-clause shall not interfere with the Owner's right to hold, use, occupy and enjoy the Unit(s) owned by him or impede or restrict the access to and from the Unit(s) And with Provided That such uses shall comply with the Conditions and subject to the provisions of this Deed and any Sub-Deed.
- (x) Subject to the approval of the Director of Lands or other relevant Government authorities and subject to any Sub-Deed in respect of the Commercial Accommodation, at any time hereafter and from time to time to change, amend, vary, add to or alter the plans of the Commercial Accommodation (which is owned by the Registered Owner) and/or the Commercial Units owned by the Registered

Owner and to change or alter the layout of the Commercial Accommodation or the Commercial Units owned by the Registered Owner without need for the concurrence or approval of any other Owner Provided that the exercise of the right under this sub-clause shall not interfere with the Owner's right to hold, use, occupy and enjoy the Unit(s) owned by him or impede or restrict the access to and from the Unit(s).

- (xi) Subject to the approval of the Director of Lands or other relevant Government authorities and subject to any Sub-Deed in respect of the Car Parking Areas or any part thereof, at any time hereafter and from time to time to change, amend, vary, add to or alter the plans of the Car Parking Areas (which is owned by the Registered Owner) and/or the Parking Spaces owned by the Registered Owner and to change or alter the layout of the Car Parking Areas (which is owned by the Registered Owner) or the Parking Spaces owned by the Registered Owner without the concurrence or approval of any other Owner Provided that the exercise of the right under this sub-clause shall not interfere with the Owner's right to hold, use, occupy and enjoy the Unit(s) owned by him or impede or restrict the access to and from the Unit(s) And Provided That no part of the Common Areas shall be affected in any way.
- (xii) Subject to the consent of the Manager and with the prior written approval of the Owners' Committee or the Owners' Incorporation (if formed), at any time to designate or allocate to the Registered Owner or its tenants or licensees any of the lavatories or sanitary fitments (which would otherwise be for common use) within the Commercial Accommodation for the exclusive use of the Registered Owner or its tenants or licensees as the Registered Owner shall at its discretion think and deem fit PROVIDED that (a) such exclusive use shall not interfere with the other Owners' use, enjoyment and occupation of their own respective Commercial Units and this right shall only be exercised by the Registered Owner for those Commercial Units still owned by the Registered Owner, (b) any monetary benefit arising from the exercise of this right shall go into the Special Fund, and (c) the Registered Owner or its tenants or licensees shall be responsible for the maintenance and repair of such lavatories or sanitary fitments the exclusive use of which is designated to them.
- (xiii) The right to designate and declare by deed any area or part or parts of the Commercial Accommodation the sole and exclusive right to hold, use, occupy and enjoy, and to receive the rents and profits in respect of which, is then beneficially owned by the Registered Owner to be Commercial Common Areas and Commercial Common Facilities whereupon with effect from such designation and

declaration such part of the Commercial Accommodation shall form part of the common areas and common facilities for the Commercial Accommodation or the relevant part thereof and the Owners of the concerned Commercial Units shall be responsible for payment of all government rent, rates, taxes and other fees or charges and shall contribute to the maintenance and upkeep of the same and the Undivided Shares of such Commercial Common Areas and Commercial Common Facilities together with such Commercial Common Areas and Commercial Common Facilities shall be assigned to the Manager on trust for and on behalf of all Owners for the time being in accordance with Clause (1)(b) of Section IX Provided Always That the aforesaid designation or declaration should not interfere with the Owners' right to hold use occupy and enjoy their Units And Provided That any designation made shall be irrevocable and permanent and there shall be no redesignation.

- (b) No Owner including the Registered Owner shall have the right to convert the Common Areas or any part thereof to his own use or for his own benefit unless approved by the Owners' Committee or the Owners' Incorporation, if formed. Any payment received for such approval shall be credited to the Special Fund. Without prejudice to the Registered Owner's rights mentioned in Clause 9(a)(xiii) of Section I of this Deed, no Owner (including the Registered Owner) will have the right to convert or designate any of his own areas as Common Areas unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the Registered Owner) and no Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit.
- (c) The Owners hereby jointly and severally and irrevocably APPOINT the Registered Owner as their attorney and grant unto the Registered 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 deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the Registered Owner's rights mentioned in Clause (9)(a) of Section I of this Deed 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 grant.
- (d) Every assignment of any Undivided Shares shall contain an express covenant by the Purchaser thereof in the following terms : "The Purchaser hereby covenants with the Vendor that the Purchaser acknowledges the rights conferred on Pacific Earth Enterprise Limited (and its successors and assigns) under Clause (9)(a) of Section I of a Deed of Mutual Covenant incorporating Management Agreement dated the day of and the

Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights by Pacific Earth Enterprise Limited (and its successors and assigns). The Purchaser hereby appoints Pacific Earth Enterprise Limited (and its successors and assigns) to be its agent and grants unto Pacific Earth Enterprise Limited (and its successors and assigns) the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on Pacific Earth Enterprise Limited (and its successors and assigns) as aforesaid with full power of delegation and further agrees to provide that every assignment of the Property by the Purchaser or his nominee or his sub-purchaser shall contain the like authority. This authority is deemed to have been granted jointly and severally by the Purchaser, if the Purchaser consists of more than one person.”

- (10) Subject to the Conditions, the Owners or occupiers of the Commercial Accommodation or the Commercial Units shall have the exclusive right to erect or affix or paint on or to the exterior of or the external walls pertaining to such parts of the Commercial Accommodation owned by him flags, poles, banners, sunshades, sculptures, signs, signboards and advertisements (collectively called "Signs") (illuminated or otherwise) subject to the following conditions:-
- (a) No Sign shall extend beyond the boundaries of the parts of the Development owned by the Owner.
 - (b) Detailed specifications, plans and drawings of the Signs and the erection, fixing or installation works thereof (collectively called "Installation Works") shall first be submitted for approval by the Manager and no Sign shall be erected or affixed or painted and no Installation Works shall be carried out without the prior written approval of the Manager.
 - (c) In addition, all other necessary consents and permissions from the relevant Government authorities shall first be obtained before commencement of the Installation Works and all relevant laws, regulations and rules in force in Hong Kong shall be complied with.
 - (d) The Signs and the Installation Works shall not cause any damage to the Development or cause the maximum loading weight of the relevant part of the external walls of the Development to be exceeded or cause any material nuisance to the other Owners and occupiers of the Development or otherwise interfere with the use and enjoyment by the other Owners and occupiers of their Units.
 - (e) The Owner or occupier shall insure and keep insured the Signs and the Installation Works owned by him against third party risks or liability in such sum as the Manager shall require and the Owner shall indemnify and keep indemnified the Manager and all other Owners and occupiers of the Development against all losses damages liabilities claims expenses and costs in respect of the Installation

Works and the Signs and any damage caused to any person or property in connection therewith.

- (f) The Owner and occupier shall at his sole cost and expense paint, repair, maintain and keep in good clean and safe repair and condition at all times to the reasonable satisfaction of the Manager his own external wall spaces and any part thereof and any signs, signboards, advertisements, relevant supporting frames thereof, or other erections, installations, fixtures or fittings thereto or thereon and if there shall be any default by the Owner, the Manager, without prejudice to other rights and remedies, shall have the right to carry out all necessary painting repair and maintenance works at the costs and expenses of the defaulting Owner who shall bear and pay all such costs and expenses on demand by the Manager.

SECTION II

EASEMENTS AND OTHER RIGHTS ATTACHED TO UNDIVIDED SHARES IN THE LAND AND THE DEVELOPMENT

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|---|--|
| Owner to have benefit of easements | (1) The Owners of Undivided Shares and Units in the Development shall subject to the Conditions and this Deed have the following easements rights and privileges :- |
| Right to use Development Common Areas and Development Common Facilities | (a) Full right and liberty for the Owner of a Unit, his servants, agents, tenants, lawful occupants and licensees (in common with all persons having the like right) to go, pass and repass over and along the Development Common Areas for all purposes connected with the proper use and enjoyment of his Unit and to use the Development Common Areas and the Development Common Facilities in accordance with the provisions of this Deed. |
| Right to use Residential Common Areas and Residential Common Facilities | (b) Full right and liberty for the Owner of a Flat in the Residential Accommodation, his servants, agents, tenants, lawful occupants and licensees (in common with all persons having the like right) to go, pass and repass over and along the Residential Common Areas for all purposes connected with the proper use and enjoyment of his Flat in the Residential Accommodation and to use the Residential Common Areas and the Residential Common Facilities in accordance with the provisions of this Deed. |
| Right to use Residential Towers Common Areas and Residential Towers Common Facilities | (c) Full right and liberty for the Owner of an Apartment Unit in the Residential Towers, his servants, agents, tenants, lawful occupants and licensees (in common with all persons having the like right) to go, pass and repass over and along the Residential Towers Common Areas for all purposes connected with the proper use and enjoyment of his Apartment Unit in the Residential Towers and to use the Residential Towers Common Areas and the Residential Towers Common Facilities in accordance with the provisions of this Deed. |
| Right to use Residential Block 1 Common Areas and Residential Block 1 Common Facilities | (d) Full right and liberty for the Owner of a Residential Unit in Residential Block 1, his servants, agents, tenants, lawful occupants and licensees (in common with all persons having the like right) to go, pass and repass over and along the Residential Block 1 Common Areas for all purposes connected with the proper use and enjoyment of his Residential Unit and to use the Residential Block 1 Common Areas and the Residential Block 1 Common Facilities in accordance with the provisions of this Deed. |
| Right to use Residential Block 2 Common Areas and Residential Block 2 Common Facilities | (e) Full right and liberty for the Owner of a Residential Unit in Residential Block 2, his servants, agents, tenants, lawful occupants and licensees (in common with all persons having the like right) to go, pass and repass over and along the Residential Block 2 Common Areas for all purposes connected with the proper use and enjoyment of his Residential Unit and to use the Residential Block 2 Common Areas and the Residential Block 2 Common Facilities in accordance with the provisions of this Deed. |

Right to use Residential Block 3 Common Areas and Residential Block 3 Common Facilities	(f)	Full right and liberty for the Owner of a Residential Unit in Residential Block 3, his servants, agents, tenants, lawful occupants and licensees (in common with all persons having the like right) to go, pass and repass over and along the Residential Block 3 Common Areas for all purposes connected with the proper use and enjoyment of his Residential Unit and to use the Residential Block 3 Common Areas and the Residential Block 3 Common Facilities in accordance with the provisions of this Deed.
Right to use Car Park Common Areas, Car Park Common Facilities, Residential and Car Park Common Areas and Residential and Car Park Common Facilities	(g)	Full right and liberty for (i) each Owner and occupier of the Parking Spaces, (ii) the residents of the Flats, the bona fide guests, visitors, or invitees of the residents of the Flats, (iii) disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, who are the residents or occupiers of the Development or bona fide guests, visitors or invitees of the residents or occupiers of the Development, and (iv) each occupier of the Bicycle Parking Spaces (in common with all persons having the like right) to go, pass and repass over and along the Car Park Common Areas for all purposes connected with the proper use and enjoyment of his Parking Space and to use the Car Park Common Areas, the Car Park Common Facilities, the Residential and Car Park Common Areas and the Residential and Car Park Common Facilities in accordance with the provisions of this Deed.
Additional Right of Owners of Parking Spaces and Flats	(h)	Full right and liberty for the Owner of a Parking Space and Owner of a Flat, his servants, agents, tenants, lawful occupants and licensees (in common with all persons having the like right) to go, pass and repass over and along the Car Park Common Areas and the Residential and Car Park Common Areas for all purposes connected with the proper use and enjoyment of his Parking Space or Flat (as the case may be) and to use the Residential and Car Park Common Areas, the Residential and Car Park Common Facilities, the Car Park Common Areas and the Car Park Common Facilities in accordance with the provisions of this Deed.
Right to support	(i)	The Owner of a Flat shall have the right to subjacent and lateral support from other parts of the Residential Accommodation in which the Flat is situate and all Owners of Units shall have the right to subjacent and lateral support from all other parts of the Development.
Right to support	(j)	The Owner of a Commercial Unit shall have the right to subjacent and lateral support from other parts of the Commercial Accommodation in which the Commercial Unit is situate.
Passage of water etc.	(k)	The free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and other services from and to the Unit owned by the Owner through the sewers, drains, water courses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Land and the Development for the proper use and enjoyment of his Unit.

Right to enjoy
recreational
facilities

- (1) Full right and liberty for the residents of a Flat and his bona fide visitors to use the Club Houses and other sports and recreational facilities, if any, (in common with all other persons having the like right) of the Development subject to the General Rules provided herein.

Right to enter and
repair or maintain

- (2) The Owner of Undivided Shares and Units in the Development his servants agents workmen or contractors shall have the right by prior appointment with the Owner or occupier of the Unit adjacent thereto or immediately above or beneath ("the Other Unit") enter upon the Other Unit with or without tools or equipment for the purpose of reasonable repair or maintenance of the part of the drainage serving his Unit exclusively but only accessible from the Other Unit Provided That :-
 - (a) a written request from the Owner exercising the right under this Clause (2) ("the Relevant Owner") setting out the nature of the repair and maintenance to be carried out and the estimated time of such work shall be given to the Owner and the occupier of the Other Unit;
 - (b) the Relevant Owner shall at its own costs and expenses make good all damage caused to the Other Unit, the Owner or occupier thereof or any other person as a result of the exercise of the rights under this Clause (2);
 - (c) the Relevant Owner shall ensure that such works shall be carried out without delay or negligence and the least disturbance and inconvenience will be caused; and
 - (d) the Relevant Owner shall indemnify the Owner and occupier of the Other Unit against all actions claims demands and proceedings that may be suffered by the Owner or occupier of the Other Unit by reason of the default or negligence of the Relevant Owner his servants agents workmen or contractors.

SECTION III

EASEMENTS AND OTHER RIGHTS TO WHICH UNDIVIDED SHARES IN THE LAND AND THE DEVELOPMENT ARE SUBJECT

Owner to hold
subject to easement
etc.

Easements rights and privileges subject to which each Undivided Share is held :-

Manager's right to
enter Units to
inspect and
maintain

- (1) The Manager shall have full right and privilege at all reasonable times with reasonable notice served to the Owner (except in emergency) with or without agents, surveyors, workmen and others to enter into and upon each Unit for the purposes of carrying out necessary repairs to as well as abating any hazard or nuisance which does or may affect any of the Common Areas or the Development or any part or parts thereof or any Common Facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part thereof or for the purpose of discharging its obligations under this Deed or any Sub-Deed Provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for and shall at its own expense make good any damage caused by the negligent, wilful or criminal acts of the Manager or of the Manager's staff, employees, agents, surveyors, workmen or contractors to the relevant Unit and reinstate the same causing the least disturbance as is reasonably practicable.

Reciprocal
easements rights

- (2) Easements rights and privileges over along and through each Unit equivalent to those set forth in paragraphs (a) to (j) inclusive of Clause (1) and Clause (2) of SECTION II. Subject always to the provisions of the Building Management Ordinance (Cap.344), the Manager shall have full right and authority to control and manage the Common Areas and the Common Facilities of the Development in accordance with the provisions of this Deed.

SECTION IV

COVENANTS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS

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| To notify Manager of change of ownership | (1) | (a) Each Owner shall on ceasing to be the Owner of any Undivided Share and the part of the Development held and enjoyed therewith notify the Manager or (in the event where there is no Manager) the Owners' Committee of such cessation and of the name and address of the new Owner, and without prejudice to the liability of the new Owner, such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date of such cessation. |
| | | (b) No person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share and the part of the Development held and enjoyed therewith save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof. |
| To discharge taxes etc. | (2) | Each Owner shall promptly pay and discharge all taxes, rates, assessments and outgoings of every kind assessed or payable in respect of that part of the Development owned by him and shall indemnify the other Owners from and against all liability therefor. |
| To pay management fees and expenses | (3) | Each Owner (except the Owner of the Common Areas) shall pay to the Manager on the due date his due proportion of the Management Expenses attributable to his Unit as herein provided. |
| No structural alteration which affects other parts of Development | (4) | No Owner shall make any structural or other alterations to any part of the Development which may affect damage or interfere with the rights of other Owners and the use and enjoyment of the other Owners of any other part thereof. No provision in this Deed shall operate to prevent or shall be construed to have the effect of preventing an Owner from taking legal action against another Owner in this respect. |
| No contravention of the Conditions or acts affecting insurance | (5) | No Owner shall do or permit or suffer to be done any act or thing in contravention of the Conditions or whereby any insurance on the Development may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by any Owner, such Owner shall in addition to any other liability pay the amount of any increase in premium caused by or on account of such breach. |
| To indemnify other Owners | (6) | Each Owner shall indemnify all other Owners and occupiers against any actions, proceedings, claims and demands whatsoever in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any part of the Development owned by him or any person using such part of the Development with his consent expressed or implied arising out of or owing to the defective condition thereof or the overflow of water therefrom. |

To be responsible for acts or omissions of occupants	(7)	Each Owner shall indemnify the other Owners for the acts and omissions of all persons occupying with his consent expressed or implied any part or parts of the Development owned by him and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of such person. In the case of loss or damage which the Manager is responsible to make good or repair pursuant to the Manager's duties, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Development for which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.
No interference with construction or maintenance of the Development	(8)	No Owner shall do or permit or suffer to be done and each Owner will take all possible steps to prevent his tenants, occupiers or licensees from doing any act, deed, matter or thing which in any way interfere 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 maintenance of the Development as herein provided.
To keep in good repair	(9)	Each Owner shall maintain in good repair and condition to the satisfaction of the Manager that part of the Development in respect of which he is entitled to exclusive possession.
Not to use for illegal or immoral purposes or cause nuisance	(10)	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.
Use in accordance with the Conditions and Buildings Regulations and other regulations	(11)	No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the terms and conditions of the Conditions and any applicable Building or other Regulations or any Government permit, consent or requirement applicable thereto.
Not to obstruct Common Areas	(12)	No part of the Common Areas shall be obstructed or incumbered nor shall any refuse or other matter or things be placed or left thereon and the mail delivery room(s) (if any) with mail boxes shall only be used as a room for delivery of mails of the Owners of the Flats and no part of the Common Areas shall be used for any business or private purpose and no Owner shall do or suffer or permit to be done anything in the Common Areas which may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Development.
Address for service of notices	(13)	All Owners who do not occupy their Unit shall provide the Manager with an address in Hong Kong for service of notices under this Deed.
No right to interfere with Common Facilities	(14)	No Owner shall have the right to alter, repair, connect to or in any other way interfere with or affect the working of the Common Facilities without the previous written consent of the Manager and any Government authorities (if required).

Use of aerials and television antenna	(15)	Save with the prior written consent of the Manager, no Owner shall erect any private aerial telecommunication transmitter or receiver and/or television antenna or disc or any similar device (whatever for radio or television or telecommunication purpose or otherwise) outside any part of his Flat or at the garden or flat roof or roof or balcony of his Flat but may connect to the communal aerial and/or television antenna installed in the Development with the permission of the Manager (which permission shall not be reasonably withheld) and shall use the same in accordance with any General Rules relating to them.
Signs and structures	(16)	Subject to the right of the Registered Owner under Clauses (9)(a)(iii) and (vi) of Section I above and the right of the Owners of the Commercial Accommodation or Commercial Unit as provided in Clause (10) of Section I above, no signs, signboards, notices, advertisements, flags, banners, poles, cages or other projections, or structures whatsoever extending outside the exterior of the Development or which may be visible from the outside of the Development shall be erected, installed or otherwise without the prior consent in writing of the Manager and any Government authorities if required.
Not to alter external appearance of Development	(17)	Subject to the right of the Registered Owner under Clauses (9)(a)(iii) and (vi) of Section I above and the right of the Owners of the Commercial Accommodation or Commercial Unit as provided in Clause (10) of Section I above, no Owner shall do or permit to be done any act or thing which may or will alter the external appearance of the Development without the prior consent in writing of the Manager and any Government authorities if required.
Not to discard refuse	(18)	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 facilities (if any) provided for the disposal thereof.
To observe Conditions, this Deed, General Rules and Car Park Rules	(19)	All Owners and occupiers shall at all times observe and perform the Conditions all the covenants, conditions and provisions of this Deed, the General Rules and the Car Park Rules.
Not to cause damage by installation and removal of fixtures	(20)	(a) Subject as herein provided, each Owner may at his own expense install in the part of the Development owned by him such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any other part of the Development or contravene any relevant Ordinance, regulation, rules or requirement of the Government or other competent authority. (b) In the event that any Owner shall be in contravention of this Clause (20), the Manager shall be entitled to require and demand the Owner to remove and reinstate the same at his own costs, and make good all damage done to any part of the Development.

Hanging of laundry, etc	(21)	No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any goods or other articles upon the balconies, flat roofs, roofs, gardens, yards, terraces, external walls of any of the Units or any other areas which in the opinion of the Manager shall be undesirable or constitute a nuisance to other Owners or occupiers of the Development and the Manager shall have the right to require and demand the Owner to remove such articles without notice at the costs of the offending Owner.
Not to interfere with flushing or drainage systems	(22)	No Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of any part of the Development may be clogged or the efficient working thereof may be impaired.
User	(23)	No Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purpose and no Owner shall use or permit or suffer any part of the Development owned by him to be used for any purpose other than that permitted by the Conditions and the Building Authority and in accordance with any applicable Building or other Regulations or any Government or other permit consent or requirement from time to time applicable thereto and in particular no Owner shall use or permit or suffer any part of the Development to be used as a mahjong school, funeral parlour, 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, guest house, hotel apartment, ballroom, pawn shop or for any offensive trade or business and not to do or cause or permit or suffer to be done any act or thing in his Unit which may be in contravention of the terms and conditions in the Conditions or become a nuisance or annoyance to or cause danger to the other Owners or occupiers for the time being of the Development. Flats shall not 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 SAVE AND EXCEPT that subject to Special Condition No.(9) of the Conditions, the Registered Owner may use any Unit and such other 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.
Recreational Facilities	(24)	The Club Houses and other sports and recreational facilities, if any, shall only be used for recreational purposes by the residents of the Residential Accommodation and their bona fide visitors and by no other person or persons whatsoever.
No use of roofs	(25)	No Owner shall have the right to use the roof (including flat roof) forming part of the Common Areas (save and except in case of fire and emergency). Subject to the rights of the Registered Owner under Clauses (9)(a)(iii) and (vi) of Section I above and the right of the Owners of the Commercial Accommodation or Commercial Unit as provided in Clause (10) of Section I above, no Owner shall erect or place or cause or permit to be erected or placed any advertising sign flags or banners on any of the roofs (including flat roofs) or any part thereof. No Owner shall erect any illegal structure on the roofs (including flat roofs) or any part thereof.
No grilles or shutters	(26)	No Owner shall permit or suffer to be erected affixed installed or attached in or on at the entrance or entrances of any Flat any metal grille or shutter or

gate without the prior written approval of the Manager and the relevant Government authorities.

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| No advertising or signs | (27) | Subject to the right of the Registered Owner under Clause (9)(a)(iii) of Section I above and the right of the Owners of the Commercial Accommodation or Commercial Unit as provided in Clause (10) of Section I above, no Owner shall erect, affix, install, attach or display or permit or suffer the same from any Unit any advertising or other sign without the previous written approval of the Manager. |
| Not to store dangerous goods | (28) | <p>(a) No Owner shall store or permit to be stored in any Flat, any hazardous, dangerous or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.</p> <p>(b) No Owner shall store or permit to be stored in any part of the Commercial Accommodation any hazardous, dangerous or combustible goods or materials save with the prior written consent of the Manager and then only subject to compliance with all requirements which may be imposed by the Manager or any legislation or the Fire Services Department or any other relevant Government authorities.</p> |
| Repair of services and facilities | (29) | Each Owner shall in such manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of the other Units at his sole expense repair maintain and keep in good repair and condition the Unit of which he is the Owner its equipment apparatus services and facilities and shall when necessary replace any part or parts thereof which require replacement. |
| To remove dogs and animals | (30) | <p>(a) No Owner (other than the Owner of the Commercial Accommodation or any Commercial Unit the business of which is associated with pets, birds or other animals) shall bring on to or keep any pets, birds or other animals on any part of the Development if the same has been the cause of reasonable written complaint by at least two (2) Owners or occupiers of any different parts of the Development.</p> <p>(b) Subject to sub-clause (a) above, an Owner of a Flat is allowed to keep dogs but the number of dogs to be kept in any Flat shall not be more than 2 Provided Always that each Owner shall comply with the General Rules in relation to keeping of dogs in the Development.</p> <p>(c) Notwithstanding sub-clauses (a) and (b) above, dogs may be kept by the Manager at the Development for the management and security of the Development and trained guide dogs on leash for the blind may be brought into any part of the Development whilst guiding any person with disability in vision.</p> |
| Debris Removal Fee | (31) | (a) Notwithstanding any other sums payable by each Owner under the provisions of this Deed, each Owner of a Flat before he is given possession of his Flat shall pay to the Manager in respect of each of such Flat a non-refundable sum not more than his initial monthly contribution towards the first year's budgeted Management Expenses |

attributable to such Flat which shall be applied by the Manager towards the costs of removing from the Development any debris or rubbish which may accumulate as a result of the initial fitting-out of such Flat Provided that any surplus which may arise shall be credited to the relevant part of the Special Fund. The Registered Owner shall make the payment described in this Clause (31) in respect of those Flats still held by the Registered Owner if the construction of such Flats has been completed and the said Flats remain unsold 3 months after the date of this Deed or the date when the Registered Owner is in a position validly to assign those Flats (i.e. when the consent to assign or certificate of compliance has been issued), whichever is the later.

- (b) The Owners of the Commercial Accommodation or the Commercial Units shall not be entitled to make use of the debris removal facility provided to the Owners of the Residential Accommodation and shall make arrangement to remove any debris or rubbish arising as a result of any fitting out of the Commercial Accommodation or any part thereof at their own expense.

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| User of Residential Car Parking Spaces, Commercial Car Parking Spaces and other Parking Spaces | (32) The Residential Car Parking Spaces, the Residential Motorcycle Parking Spaces, the Commercial Car Parking Spaces, the Commercial Motorcycle Parking Space and the Accessible Parking Spaces shall not be used for any purpose other than for the purposes set out in the Conditions and 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 Provided That no more than one (1) motor vehicle or motor cycle (as the case may be) shall be parked at any Residential Car Parking Space, Residential Motorcycle Parking Space, Commercial Car Parking Space, Commercial Motorcycle Parking Space or Accessible Parking Space. |
| Roof not to be disposed separately from Unit | (33) No Owner of any roof (including flat roof) or any portion thereof of an Unit shall assign, mortgage, charge, underlet or part with possession of or otherwise dispose of any Undivided Share allocated to such roof (including such flat roof) or any portion thereof or any interest therein or enter into any agreement so to do without also at the same time assigning, mortgaging, charging, underletting or parting with the possession therewith the right to the exclusive use and occupation of an Unit adjacent thereto and/or immediately therebelow and the Undivided Shares allocated thereto. |
| Works and Installations | (34) The Owners shall, subject to the provisions of this Deed, inspect, maintain and carry out at their own expense all necessary works for the maintenance of the Development and their own Units including the Works and Installations. |
| Maintenance of Slopes and Retaining Walls | (35) The Owners shall at their own expenses maintain and carry out all works in respect of any and all of the Slopes and Retaining Walls as required by the Conditions and in accordance with the Geoguide 5-Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Slopes Maintenance Manual. |
| Not to partition | (36) No Owner shall partition or make any application for the partitioning of the Land or for the subdivision thereof into two or more sections or subsections. |

Air-conditioning units	(37)	No air-conditioning or other units shall without the prior written consent of the Manager be installed through any window or external wall of the 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 Land and the Development.
No alteration of sprinkler system etc. without approval	(38)	No Owner shall make any alteration to or interfere with the sprinkler system (if any) 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 and/or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its reasonable discretion think fit.
Not to lock flat roofs or roofs	(39)	No Owner shall lock the doors or entrances of any flat roofs or roofs or top roofs of the Development having access to any part of the Common Areas or the Common Facilities.
Not to install or repair electrical wiring without consent	(40)	No Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Development save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of the Owner or Owners thereof and in such manner as the Manager shall in its reasonable discretion think fit.
Not to exceed floor loading	(41)	No Owner shall place on any part of the floors of the Development any article, machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof to be exceeded and in the event of breach of this Clause the Owner in default shall make good any damage caused thereby to that part of the Development or any fixtures and fittings therein.
Not to erect on or partition flat roofs, roofs, upper roofs, garden or external walls	(42)	No Owner shall without the prior written consent of the Manager and the approval of the Building Authority (if such approval is required) erect or build or suffer to be erected or built on or upon the flat roofs, roofs, upper roofs, garden or external walls forming part of a Flat any walls, windows, gates, doors, curtains, external awnings, canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said flat roofs, roofs, upper roofs, garden or external walls will be enclosed or partitioned either in whole or in part and where such installations have been approved in writing by the Manager the same shall be erected in accordance with designs approved by the Manager and in compliance with the Conditions and shall be installed in accordance with the fixing instructions specified by the Manager and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed and shall thereafter be maintained to such standard as may from time to time be laid down by the Manager. The Manager shall have the right to require the relevant Owner to remove from such flat roofs, roofs, upper roofs, garden or external walls such unauthorised structure or structures at the cost and expense of the defaulting Owner.

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| Not to interfere with gondola operation | (43) No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the garden roof, upper roof, flat roof or the parapet walls of the garden, roof, upper roof or flat roof pertaining to his Flat which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola (if any) by the Manager at any time in the course of the management and/or the maintenance of the Development. |
| Obligations of Owners of Non-enclosed Areas | <p>(44) (a) Each Owner of the Non-enclosed Areas shall (i) at his own cost keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance and such other Ordinances, bye-laws and regulations promulgated by the Government from time to time; and (ii) be responsible for the financial support and maintenance of the same.</p> <p>(b) No Owner of the Non-enclosed Areas shall erect, affix or place or cause, permit or suffer to be erected, affixed or placed any structure or partition of any material whether of a permanent or temporary nature on the Non-enclosed Areas or any part thereof.</p> <p>(c) No Owner of the Non-enclosed Areas shall cause, permit or suffer the Non-enclosed Areas or any part thereof to be enclosed above safe parapet height by any material of whatsoever kind or nature other than as under the Approved Plans, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as they are as shown in the Approved Plans.</p> |
| Obligations of Owners of Open Kitchen Units | <p>(45) The following provisions are applicable to Open Kitchen Units with open kitchen design :</p> <p>(a) Each Owner of an Open Kitchen Unit shall at his own expense maintain in good order and working condition the Fire Service Installations for Open Kitchen Units of his own Open Kitchen Unit and shall observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause his tenants and occupiers of his Open Kitchen Unit to observe and comply with the same.</p> <p>(b) No Owner of an Open Kitchen Unit shall alter, demolish, remove, obstruct or relocate the Fire Service Installations for Open Kitchen Units of his own Open Kitchen Unit.</p> <p>(c) No Owner of an Open Kitchen Unit shall carry out any renovation works to the Fire Service Installations for Open Kitchen Units or any part thereof of his own Open Kitchen Unit except with prior approval of the relevant authorities and the Manager and such renovation works shall comply with the Fire Safety Management Plan in all respects.</p> <p>(d) Each Owner of an Open Kitchen Unit shall co-operate, co-ordinate</p> |

with, facilitate and allow access for the Manager and the registered fire service installation contractors engaged or nominated by the Manager for the purpose of examining, inspecting and (if necessary) making good and rectifying the Fire Service Installations for Open Kitchen Units of his own Open Kitchen Unit and shall not alter, demolish, remove, obstruct or relocate or do anything which may alter, damage or interfere with any such installations.

- (e) No Owner of an Open Kitchen Unit shall remove or alter the fire rated wall adjacent to the exit door of his own Open Kitchen Unit.
- (f) Notwithstanding anything herein contained to the contrary, the Manager and the registered fire service installation contractors engaged by the Manager shall have the full authority and power (but without having any obligation) to enter with or without workmen equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to carry out testing, maintenance, reinstatement or rectification of the Fire Service Installations for Open Kitchen Units at that Owner's expense or to verify observance and compliance of provisions set out in this Clause (45). The expenses so incurred by the Manager or the registered fire service installation contractors shall be borne by the relevant Owner on demand.

(46) The Owner of the Commercial Accommodation shall :-

- (a) provide a pedestrian passage of no less than 1.80 metres wide ("the Pedestrian Passage") within such parts of the Commercial Accommodation as shown and coloured Yellow Stippled Black on the Master Ground Floor Plan hereto attached Provided That the position and alignment of the Pedestrian Passage shall be at the absolute discretion of the Owner of the Commercial Accommodation; and
- (b) permit all Owners and residents of the Residential Accommodation and their bona fide guests, visitors and invitees for all lawful purposes and without payment of any nature whatsoever to pass and repass on foot the Pedestrian Passage during the opening hours of the Commercial Accommodation.

Not to demolish or alter partition wall, floor, etc of Flat

- (47) (a) No Owner of a Flat shall carry out or permit or suffer to be carried out any works in connection with his Flat, 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 Flat being internally linked to and accessible from any adjoining or adjacent Flat, except with the prior written consent of the Director of Lands 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.

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

Not to use Greenery
Areas for other
purpose

- (48) No Owner shall use the Greenery Areas (Residential Common Areas) or the Greenery Areas (Residential Towers Common Areas) for any purpose other than that approved under the Approved Plans without the prior consent of the Building Authority.

SECTION V

MANAGEMENT OF THE DEVELOPMENT

(A) General

Term of Management

- (1) (a) Subject to the provisions of the Building Management Ordinance (Cap.344), the management of the Development shall be undertaken by the Manager initially for the term of two years from the date of this Deed and thereafter the Manager shall continue to manage the Development until its appointment is terminated either by the Owners' Committee prior to the Owners' Incorporation being formed, upon a resolution passed by a majority of votes of the Owners voting either personally or by proxy in an Owners' meeting and supported by the Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Common Parts Undivided Shares), giving three months prior written notice of termination to the Manager without compensation or by the Manager giving three months prior written notice of resignation to the Owners' Committee (or where there is no Owners' Committee, by serving such notice on each of the Owners (by delivering it personally to the Owner, by sending it by post to the Owner at his last known address or by leaving it at the Owner's Unit or depositing it in the letter box for that Unit) and by displaying such a notice in a prominent place in the Development). Without limiting the generality of Clause (5) of Section IX hereof, but for the avoidance of doubt, no provision of this Deed shall limit the application of the Schedule 7 to the Building Management Ordinance (Cap.344) by restricting or prohibiting the termination of the Manager's appointment during the initial period of two years of his appointment. Subject to the provisions of the Building Management Ordinance (Cap.344), the Manager shall have the authority to act for all the Owners in accordance with the provisions of this Deed.
- (b) (i) Subject to Sub-Clause (b)(viii), at a general meeting convened for the purpose, the Owners' Incorporation may, by a resolution passed by a majority of the votes of the Owners voting either personally or by proxy and supported by the Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Common Parts Undivided Shares), terminate by notice the Manager's appointment without compensation.
- (ii) A resolution under sub-clause (b)(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 3 months notice or, in lieu of notice, provision is made for an agreement to be made with the Manager for the payment to him of a sum equal

- to the amount of remuneration which would have accrued to him during that period;
- (C) the notice is accompanied by a copy of the resolution terminating the Manager's appointment; and
 - (D) the notice and the copy of the resolution is served upon the Manager not more than 14 days after the date of the meeting.
- (iii) Service of the notice and the copy of the resolution required to be served under sub-clause (b)(ii)(D) may be effected :-
- (A) personally upon the Manager; or
 - (B) by post addressed to the Manager at his last known address.
- (iv) If a contract for the appointment of a manager other than the Manager named in this Deed contains no provision for the termination of the manager's appointment, sub-clauses (b)(i), (ii), (iii) and (viii) of this Clause shall apply to the termination of the manager's appointment as they apply to the termination of the appointment of the Manager named in this Deed. This sub-clause shall operate without prejudice to any other power there may be in a contract for the appointment of a manager other than the Manager named herein to terminate the appointment of the manager.
- (v) If a notice to terminate a Manager's appointment is given under this sub-clause (b) :-
- (A) no appointment of a new manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (B) if no such appointment is approved under sub-clause (b)(v)(A) by the time the notice expires, the Owners' Incorporation may appoint another manager and, if it does so, the Owners' Incorporation shall have exclusive power to appoint any subsequent manager.
- (vi) 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' Incorporation has appointed a manager under sub-clause (b)(v)(B), the Owners' Incorporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Incorporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that sub-clause that may otherwise render that person liable for a breach of that undertaking or agreement.

(vii) this sub-clause (b) 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.

(viii) For the purposes of sub-clause (b)(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 sub-clause (b)(i) to “the Owners of not less than 50% of the Undivided Shares in aggregate” shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote.

Appointment of Manager by Owners	(2)	Subject to the Building Management Ordinance (Cap.344), each Owner hereby appoints the Manager as his agent to enforce the provisions of this Deed in respect of any matters concerning the Common Areas and the Common Facilities and to execute and sign all deeds and documents for and on behalf of all the Owners as shall be required or may be deemed proper for or in relation to all or any of the purposes of this Deed.
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Manager to observe this Deed	(3)	The Manager shall be bound by and shall observe and perform all of the conditions, duties and obligations herein provided and shall have all of the rights and privileges herein granted to the Manager.
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(B) Powers and Duties of Manager

General duties	(1)	Subject as provided in this Deed the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Development and in particular the following :-
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Inspection	(a)	Subject to Clause (1) of Section III, to inspect at reasonable intervals the Common Areas and the Common Facilities and, if the Manager shall think fit, at reasonable times with reasonable prior notices given the interior of the Units.
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Maintenance	(b)	to put in hand all works necessary to maintain the Common Areas, the Common Facilities and the foundation to ensure that the Development is maintained in a good, clean and safe condition and for this purpose employ reputable and competent contractors and workmen.
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Owners' and Occupiers' obligations to repair	(c)	to ensure all Owners or occupiers of the Units to maintain their respective Units in a satisfactory manner and in the event of default by any such Owners or occupiers, the Manager may require and demand the Owner to put in hand at his own costs any maintenance
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and repair works as the Manager shall consider necessary.

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| To maintain exterior | (d) | to maintain as appropriate the exterior and the landscaping of the Development and the Common Areas at reasonable intervals. |
| To replace glass, remove metal grille or shutter or gate | (e) | (i) to replace any broken glass in the Common Areas.

(ii) to remove metal grille or shutter or gate erected affixed installed or attached in or on or at the entrance or entrances of any Flat which shall in any way contravene the regulations of the Fire Services Department or other authorities and/or which may in any way impede the free and uninterrupted passage over through and along any of the Common Areas and/or which may be in breach of this Deed and to recover the costs and expenses of such removal from the Owner of such grille or shutter or gate. |
| To provide lighting | (f) | to keep all the Common Areas well lighted. |
| To keep good ventilation | (g) | to keep in good repair the ventilation of all enclosed Common Areas. |
| To clean | (h) | to keep the Development and all parts thereof in a clean sanitary and tidy condition. |
| To remove refuse | (i) | to remove all refuse from the Development and arrange for its disposal at regular intervals and to maintain refuse collection facilities to the satisfaction of the Director of Food And Environmental Hygiene. |
| To prevent obstruction | (j) | to prevent the obstruction of the Common Areas and the Common Facilities and to remove any obstruction. |
| To clear sewers | (k) | to keep clear all the common sewers, drains, water courses, pipes channels and drainage system whether within or outside the Land serving the Development which are required to be maintained pursuant to the Conditions and to connect any drains and sewers from the Land and the Development to such Government storm water drains and sewers as the Manager shall see fit. |
| To keep Common Facilities in good condition | (l) | to keep all Common Facilities in good condition and working order. |
| To keep plant and machinery and effluent discharge system in working order | (m) | to keep all plant, machinery and equipment on or serving the Development including the effluent discharge system in good condition and working order and in accordance with any relevant laws and regulations. |
| To carry out maintenance works required by the | (n) | If and for so long as may be required by the Conditions, to upkeep and carry out such maintenance and/or repair works for such period and in such manner as required under the provisions of the |

Conditions	Conditions particularly as regards the drains and channels, prestressed ground anchors (if any) and fire services installations and equipment PROVIDED THAT the Manager shall not be made personally liable for carrying out any such requirements under the Conditions which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all the Owners pursuant to the terms of this Deed.
To maintain the Slopes and Retaining Walls	(o) to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out any necessary works in respect of any of the Slopes and Retaining Walls in compliance with the Conditions and in particular in accordance with the Slopes Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of Slopes and Retaining Walls (if any) (for the purpose of this sub-clause, the reference to “the Manager” shall include the Owners' Incorporation, if formed).
To prevent obstruction or damage to Government property	(p) to prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any public roads or Government property and to remove any such matter therefrom.
To remove unauthorized structure	(q) to require the relevant Owner to remove anything erected or installed in contravention of the terms of the Conditions, this Deed and the Approved Plans at the costs of such Owner and demand such Owner to make good any damage resulting therefrom.
To provide fire fighting facilities	(r) to provide and maintain any fire and safety installations as the Manager may deem necessary.
To provide security measures	(s) to provide a security force, watchmen and caretakers and to provide and maintain security installations on and within the Development including administration and other staff to provide efficient management to the Development.
To manage maintain and control traffic	(t) to manage, control and maintain within the Development all forms of traffic management in such manner as the Manager shall consider appropriate.
To install aerials	(u) to install, maintain and operate wireless or television aerials to serve the Development and subject to the provisions of the Building Management Ordinance (Cap.344) to enter into contracts with third parties for the supply, installation, maintenance or operation of any system of communal aerial broadcast distribution or satellite master antenna television or telecommunication service for the Development.
To maintain and improve services	(v) Subject to Clause (9) of Subsection (B) of Section V hereof and subject to the approval of the Owners' Committee or the Owners' Incorporation (if any), to do all things which the Manager shall in its

discretion deem necessary or desirable for the purposes of maintaining and improving the Common Facilities and services in or on the Development or for the better enjoyment or use of the Development by its Owners occupiers and their licensees.

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| To appoint Solicitor | (w) | to appoint solicitors with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Development or any part thereof (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Government or other authorized officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same). |
| To prevent unauthorized use of the Common Areas | (x) | to prevent so far as it is practicable any person from occupying or using otherwise than in accordance with the written permission of the Manager or the provisions of this Deed any of the Common Areas or Common Facilities. |
| To comply with statutory requirements | (y) | to take all steps necessary or expedient for complying with the Conditions and any Government requirements concerning the Development. |
| To prevent breach of Conditions | (z) | to prevent so far as it is practicable any breach by the Owners or other person of any provisions of the Conditions. |
| To prevent alteration of Common Areas | (aa) | to prevent so far as it is practicable any person detrimentally altering damaging or injuring any part of the Common Areas or the Common Facilities. |
| To collect monies and pay outgoings | (ab) | to demand collect and receive all amounts payable by the Owners under the provisions of this Deed and to pay and discharge out of the monies so collected all outgoings relating to the management of the Development or incurred by the Manager hereunder. |
| To insure | (ac) | unless otherwise directed by the Owners' Incorporation, to insure and keep insured the Common Areas, the Common Facilities and any part of the Development as the Manager may think fit against loss or damage by fire and such other risks to the full new reinstatement value and to effect insurance covering public liability, occupier's liability and employer's liability in respect of employees employed within or exclusively in connection with the management of the Development in such amounts as the Manager may think fit, such insurance to be in the name of the Manager for and on behalf of the Owners and pay all premiums required to keep such insurance policies in force. |
| To represent Owners | (ad) | to represent the Owners in all dealings with Government or any utility or other authorities or any other person in relation to the management of the Development. |

To commence legal proceedings and to enforce provisions of this Deed	(ae)	to commence and defend legal and other proceedings relating to the Development and to enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed and the General Rules and Car Park Rules made hereunder.
To post Unit in default	(af)	to post the address of the Unit of any Owner or occupier in default or in breach of the terms and conditions of this Deed together with particulars on the notice boards within the Development.
To recruit staff	(ag)	to recruit and employ only such staff as may from time to time be necessary to enable the Manager to comply with its duties hereunder on such terms, including the provisions of provident or retirement fund, as the Manager shall in its absolute discretion decide and to provide uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.
To manage and control parking	(ah)	to manage and control within the Development the parking of all cars, vehicles and bicycles and to remove any car, vehicles or bicycles parked in any area not reserved for parking or in the Residential Visitors' Car Parking Spaces or Bicycle Parking Spaces without the consent of the Manager 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 the same and the Manager shall have power to prescribe charges for the use of the Residential Visitors' Car Parking Spaces or Bicycle Parking Spaces Provided that any charges for the use of the Residential Visitors' Car Parking Spaces and Bicycle Parking Spaces shall be credited to the management account in relation to the Residential Common Areas.
To keep plans showing the Common Areas	(ai)	to obtain from the Registered Owner and keep in the management office copy of plans certified as to their accuracy by or on behalf of the Authorized Person showing the Common Areas and to allow the Owners to inspect the same free of charge during normal office hours.
To define Common Areas and Common Facilities	(aj)	subject to the prior written approval of the Owners' Committee or the Owners' Incorporation (if any) and the relevant Government authorities, to designate the areas and facilities intended for the common use and enjoyment of the Owners, residents or occupiers for the time being of the Development not already defined under the provisions of this Deed into the appropriate categories of Common Areas and Common Facilities Provided that the Owners' right to enjoy their Units should not be affected and Provided that the Manager shall have no right to redesignate such Common Areas and Common Facilities.
To engage professionals, contractors, etc.	(ak)	subject to Clause (19) of Subsection (D) of this Section V, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants and to do all such

things as are reasonably incidental to the management of the Development.

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| To prevent overloading | (al) | to prevent any person from overloading the floors or lifts or any of the electrical installations and circuits or any of the mains or wiring of or in the Development or any part or parts thereof. |
| To provide festival decoration | (am) | to provide such Chinese New Year, Christmas and other festival decorations for the Development as the Manager shall in his reasonable discretion consider desirable. |
| To keep access for the Fire Services appliances clear | (an) | to keep the means of access for the passage of Fire Services appliances and Fire Services personnel free from obstruction. |
| To maintain fire fighting appliances | (ao) | to maintain the fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipments in good condition. |
| To maintain and operate recreational facilities | (ap) | to maintain the recreational facilities and facilities ancillary thereto within the Development in good and substantial repair and condition and operate the recreational facilities to the satisfaction of the Director of Lands in compliance with Special Condition No.(10) of the Conditions. |
| To remove dogs and animals | (aq) | to remove any dogs, cats, pets, livestock, birds, poultry or other animals in any part of the Development if the same shall be kept in breach of any provision of this Deed. |
| To inspect and give notice for want of repair and maintenance | (ar) | upon default of the Owner in repairing and/or maintaining and/or replacing the plumbing and drainage facilities and/or any other services and facilities or any part or parts of his Unit the repair and/or maintenance and/or replacement of which is such Owner's responsibility under this Deed, the Manager may (but without being obliged to) give notice requesting such Owner to replace or repair at the expenses of the Owner concerned any part or parts of the plumbing and drainage facilities and any other part or parts of the Unit for which want of repair and maintenance shall be discovered. |
| To provide waste separation and recovery facilities | (as) | to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. The Manager shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development. |
| To organize activities to promote environmental awareness | (at) | to organize any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and occupiers of the Development and the Manager shall encourage them to participate in such activities with a view to improving the environmental conditions of the Development. |

To make General Rules to protect the environment of the Development	(au)	to make General Rules to protect the environment of the Development and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.
To rectify breaches by Owners of Non-enclosed Areas	(av)	in the event of the covenants specified in Clause (44) of Section IV being in breach by the Owners of the Non-enclosed Areas, the Manager, without prejudice to the right of the other co-owners, shall have the right to demand the defaulting Owners to rectify the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Approved Plans.
To maintain the Works and Installations	(aw)	to inspect, maintain and carry out all necessary works for the maintenance of the Development including the Works and Installations.
Telecommunication service to Common Areas	(ax)	to arrange for the provision of such telecommunication service and to such part or parts of the Common Areas as the Manager shall deem appropriate.
To grant right of way	(ay)	subject to the prior written approval of the Owners' Committee or the Owners' Incorporation, 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 Land or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas or the Common Facilities Provided that any benefit thereof shall accrue to the Owners and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises and any liability in connection with such obtaining of grant shall be subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed.
To grant franchises, etc.	(az)	subject to the prior written approval of the Owners' Committee or the Owners' Incorporation, if formed, to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas or the Common 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.
To grant consent to Government or general public	(ba)	subject to the prior written approval of the Owners' Committee or the Owners' Incorporation, 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 or the Common 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.

To operate shuttle
bus service

- (bb) If the Manager shall in its discretion deem fit, subject to the prior written approval of the relevant governmental authorities and of the Owners' Committee, if any (or the Owners' Incorporation, if formed) to operate or enter into contract with any other person for the operation of shuttle bus service between the Development and such destination as the Manager shall deem fit and to designate certain part of the Common Areas and the Common Facilities for such purpose (if deemed necessary by the Manager) for the use and benefit of the Owners, residents and occupiers for the time being of the Land and the Development whether on its own or together with the manager and/or owners of other adjoining or neighbouring premises and during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of such shuttle bus service such fares as the Manager may think reasonable and to terminate and/or suspend such shuttle bus service at any time or times as the Manager may think fit Provided that all fares received shall form part of the Management Funds for the benefit of the Owners.

To operate gondola

- (bc) to maintain, repair, operate, temporarily install, move, and have access to, over and/or on the gardens, yards, roofs, upper roofs, flat roofs or parapet walls or balustrade of flat roofs (whether forming part of a Unit or otherwise) the gondola and/or any davit arm, other equipment or device of management (collectively referred to as the **"gondola"** which expression shall include all brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, improve and/or replace any exterior part of the Development, and on prior reasonable notice for the Manager, its servants, agents, contractors and persons duly authorized to enter upon the gardens, yards, flat roofs, roofs or upper roofs for the purposes of operating, installing, keeping, repairing, storing and/or parking the gondola Provided That the Manager, its servants, agents, contractors and duly authorized persons in exercising the aforesaid rights shall cause as little disturbance as reasonably practicable and shall at their expense make good any damage caused thereby and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager and its agents servants workmen contractors and other persons duly authorized by the Manager.

To represent
Owners over Brown
Area

- (bd) to represent all Owners in connection with all matters arising from or concerning the Brown Area and the right of way over the Brown Area granted by the Government under Special Condition No.(2) of the Conditions.

To do all other

- (be) to do all such other things as are reasonably incidental to the

incidental matters		management of the Development in accordance with the Conditions, this Deed and any Sub-Deed.
General Rules and Car Park Rules	(2)	(a) Subject to sub-clause (b) below and to the approval of the Owners' Committee or the Owners' Incorporation, if formed, the Manager shall have power to make, revoke and amend (i) the General Rules regulating the use, operation and maintenance of the Development and any structures, services or amenities thereof, the Residential Towers Common Areas, the Residential Towers Common Facilities, the Low Rise Residential Blocks Common Areas, the Low Rise Residential Blocks Common Facilities, the Residential Common Areas, the Residential Common Facilities, the Residential and Car Park Common Areas, the Residential and Car Park Common Facilities, the Development Common Areas and the Development Common Facilities and the conduct of persons occupying, using or visiting the same and (ii) the Car Park Rules regulating the use operation and maintenance of the Parking Spaces, the Car Park Common Areas, the Car Park Common Facilities and the conduct of persons using the same provided that such General Rules and Car Park Rules and any amendment thereto must not be inconsistent with or contravene this Deed, the Building Management Ordinance (Cap.344), the Conditions and any relevant Sub-Deed and such General Rules and Car Park Rules shall be binding on all Owners, their tenants, licensees, servants or agents. The General Rules and the Car Park Rules may stipulate payments for the use of any Common Areas or Common Facilities Provided that all income arising therefrom shall be credited to the management account for the benefit of all the Owners of the Development and shall form part of the Management Funds. Copies of the General Rules and Car Park Rules from time to time in force shall be kept with the management office and a copy thereof shall be supplied to each Owner on request free of charge. (b) For the avoidance of doubt, the Manager shall have the power to make the General Rules and the Car Park Rules before the formation of the Owners' Committee.
Acts of Manager binding	(3)	All acts and decisions of the Manager properly and reasonably arrived at in accordance with the provisions of this Deed shall be binding in all respects on all the Owners.
Extent of Manager's liability	(4)	Neither the Manager nor any servant agent or other person employed by the Manager shall be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or negligence.
Right of Manager to enter Unit for repairs	(5)	The Manager shall have the right with or without workmen :- (a) upon reasonable notice (except in case of emergency) to enter upon any part of the Land or any of the Units for the purpose of carrying out necessary repairs to as well as abating any hazard or nuisance

which does or may affect any of the Common Areas and Common Facilities or the Development or any part or parts thereof or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof which are not for the sole use and enjoyment of any individual Owner or for the purpose of discharging its obligations under this Deed Provided that the Manager shall ensure that the least disturbance is caused as is reasonably practicable and shall be liable for and shall at its own expense make good any damage caused by the negligent, wilful or criminal acts of the Manager or of the Manager's staff, employees, agents or contractors to the relevant Unit and reinstate the same causing the least disturbance as is reasonably practicable; and

Manager to provide furniture and equipment for Common Areas and Common Facilities

(b) to provide within the Common Areas and the Common Facilities such fixtures, fittings and furniture and other equipment as it may consider appropriate and the Manager shall have the same power to repair, replace and maintain the same and the costs, charges and expenses thereof shall form part of the costs of the management as a whole.

Owners to bear expenses

(6) The Manager shall further have the right and power to require each Owner to pay a proportionate part of the expenditure for the provision, operation, management, upkeep and maintenance of the Slopes and Retaining Walls and the Works and Installations in accordance with the provisions of this Deed including, without limitation, such expenditure referred to in Clauses (1)(o) and (1)(aw) of Subsection (B) of Section V hereof as the Manager shall consider fair and reasonable.

Owners remain liable for requirements of the Conditions

(7) The Manager shall not be made personally liable for carrying out any such requirements of the Slopes and Retaining Walls maintenance works or other maintenance works under the Conditions which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners.

Structural alterations by Manager

(8) The Manager shall not make any structural alterations to any part of the Development which will interfere with or affect the use and enjoyment of any other part thereof.

Improvement to facilities

(9) Notwithstanding anything herein contained, the Manager's rights and duties to manage the Development shall not include effecting any improvements to facilities or services which involves expenditure in excess of 10% of the current annual management budget except with the prior approval of a resolution of Owners at an Owners' meeting convened under this Deed.

Right to appoint professionals

(10) The Manager shall have the right from time to time to appoint or employ surveyors, engineers, architects or other professional persons or agents or contractors, to carry out certain aspects of the management works or management works in respect of certain area(s) of the Development but the Manager shall not transfer or assign its duties or obligations under this Deed to any such persons, and such persons must remain answerable to the Manager. The Manager shall at all times be responsible for the management and control of the Development (including any part thereof) and, notwithstanding anything contained in this Deed to the contrary, no

provision of this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.

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| Exclusion of liability | (11) | For the avoidance of doubt, no provision of this Deed shall operate to exclude, or shall be construed to have the effect of excluding, the liability of the Manager to the Owners for any act or omission involving criminal liability, dishonesty or negligence of the Manager or its servants, agents or contractors and no provision of this Deed shall operate to require, or shall be construed to have the effect of requiring, any Owner to indemnify the Manager or its servants, agents or contractors from and against any action, proceedings, claim and demand whatsoever arising out of or in connection with any act or omission. |
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(C) Manager's Remuneration

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| Remuneration of Manager | (1) | The Manager's Remuneration being the sum not exceeding 10% of the total expenses costs and charges per annum necessarily and reasonably incurred in the course of proper and efficient management of the Development (the total expenses costs and charges, for the purposes of this sub-clause, shall exclude the Manager's Remuneration, the Government rents, any capital expenditure and the expenditure drawn out of the Special Fund provided that by a resolution of the Owners at an Owner's meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate of 10% or at such lower rate as considered appropriate by the Owners) shall be payable by way of equal monthly payments in advance. No variation of the percentage above may be made except with the approval by a resolution of Owners at an Owners' meeting convened under this Deed. The amount for such monthly payments shall be estimated by the Manager with adjustments to be made at the end of each financial year when the final annual Management Expenses are ascertained. The percentage chargeable by the Manager may be reviewed by resolution passed at meetings of the Owners, the Owners' Committee or Owners' Incorporation, if formed. For the purpose of this Clause, capital expenditure shall mean expenditure of a kind not expected by the Manager to be incurred annually. |
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| Manager's Remuneration exclusive of disbursements | (2) | The Manager's Remuneration shall not be subject to any requirement by the Manager to disburse or provide from such money such staff referred to in Clause (1)(ag) of Subsection (B) of Section V hereof, but not further or otherwise, facilities, accountancy services, or other professional supervision the cost for which shall be a direct charge upon the Management Funds. |
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| Payment of Manager's Remuneration | (3) | The Manager's Remuneration shall be payable in advance on the first day of each month. |
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(D) Management Expenses

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| Manager to prepare annual budget | (1) | For the purpose of fixing contributions towards the Management Expenses payable by the Owners the Manager shall prepare an annual budget showing the estimated expenditure necessarily and reasonably incurred in the course of proper and efficient management of the Land and the Development. The annual budgets, except the first one, are to be prepared |
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in consultation with the Owners' Committee.

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| Monthly payments in advance | (2) | The estimated Management Expenses shall be payable by way of equal monthly payments in advance with adjustments to be made at the end of each financial year when the final annual Management Expenses are ascertained. |
| Annual budget to be in eight parts | (3) | The annual budget showing the Management Expenses for the Development shall be divided into six (6) parts :- <ul style="list-style-type: none">(a) Estimated expenditure in respect of the Development Common Areas and the Development Common Facilities;(b) Estimated expenditure in respect of the Residential Common Areas and the Residential Common Facilities;(c) Estimated expenditure in respect of the Residential Towers Common Areas and the Residential Towers Common Facilities;(d) Estimated expenditure in respect of the Low Rise Residential Blocks Common Areas and the Low Rise Residential Blocks Common Facilities;(e) Estimated expenditure in respect of the Car Park Common Areas and the Car Park Common Facilities; and(f) Estimated expenditure in respect of the Residential and Car Park Common Areas and the Residential and Car Park Common Facilities. |

PROVIDED THAT :-

- (i) in the event that a Sub-Deed is entered into in respect of any part of the Development and in the Sub-Deed any areas and facilities are designated as common areas and common facilities as a consequence of which the same thereby become part of the Common Areas and Common Facilities (other than the existing designated Common Areas and Common Facilities), a new part of the annual budget shall be established by the Manager such part to cover all estimated expenditure which in the opinion of the Manager is specifically referable to such common areas and common facilities and such expenditure shall be borne by the Owners of that part of the Development; and
- (ii) Subject to the prior written approval of the Owners' Committee or the Owners' Incorporation, if formed, if the Manager is of the opinion that the adopted annual budget and/or the sharing of the amounts of Management Expenses assessed under any part of the adopted annual budget in accordance with the provisions of this Deed may lead to or result in any Owner or Owners of any part or parts of the Development unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled to modify any adopted annual budget in such manner as the Manager

may (but subject to compliance with the procedures applicable to the draft annual budget, the annual budget and the revised annual budget as provided in this Deed) think fit and to prepare new budget in the modified manner as aforementioned and the modified budget shall be binding (save for manifest error) on all Owners and provided always that the Manager's determination of the amount of contribution payable by each Owner as aforesaid shall (in the absence of manifest error) be conclusive and binding on all Owners.

Items included in Management Expenses

- (4) The annual budget in respect of the Development shall cover the Management Expenses for the Common Areas and the Common Facilities including without limiting the generality of the foregoing the following items :-
 - (a) The costs and expenses in connection with the carrying out of all or any of the duties of the Manager as set out in Section V hereof;
 - (b) The Manager's Remuneration and the provision of provident and retirement fund for the staff referred to in Clause (1)(ag) of Subsection (B) of Section V hereof;
 - (c) The charges for electricity, water, gas, telecommunication, telephone and all other charges, assessments, impositions and other outgoings payable in connection with the Common Areas and the Common Facilities and insurance premiums payable on any policy taken out by the Manager as hereinbefore provided and any other expenses charged or assessed on or payable in respect of the Common Areas and the Common Facilities;
 - (d) The costs of operating, maintaining, servicing, keeping in good and tenantable repair and condition (including whenever necessary the costs of replacement) all the Common Areas and the Common Facilities (except as regards damage caused by or resulting from any act default or negligence of any Owner(s) its or their servants agents tenants or licensees for which damage such party shall be solely responsible and so that each of the Owners herein shall be responsible for the acts defaults and negligence of his servants agents tenants and licensees);
 - (e) The costs of rebuilding or re-instatement of the Common Areas and the Common Facilities or any part thereof in case of destruction or damage or condemnation by the Building Authority or other competent authority;
 - (f) Government Rent payable in respect of the Land Provided that where there is separate assessment or apportionment for individual units such Government Rent shall not be included as part of the Management Expenses but shall be paid direct by the Owners of the relevant Units in accordance with the said assessment or apportionment;
 - (g) The costs of maintenance and/or repair works described in Clauses

(1)(n) and (1)(o) of Subsection (B) of Section V of this Deed;

- (h) The costs and expenses of maintaining the structures and area or such part or parts thereof and maintaining and operating the facilities in accordance with the requirements under the Conditions including those mentioned in Clause (1)(ap) of Subsection (B) of Section V of this Deed;
- (i) Any fees or charges payable to the Government or any other person under any licence agreement, wayleave agreement, deed of grant of easement and/or right of way or any other documents of a similar nature affecting the Land the entering into of which and the payment of such fees or charges have been approved by a resolution of Owners at an Owners' meeting convened under this Deed;
- (j) Contributions towards the costs of maintenance and repair of any facilities installed outside the Land but serving the Development whether exclusively or in common with other developments;
- (k) The costs and expenses of acquiring the uniform and equipment as are considered necessary by the Manager for the management and security of the Development and the costs and expenses of employing such staff referred to in Clause (1)(ag) of Subsection (B) of Section V hereof, including any salary, bonus, overtime pay, provident fund, long service payment, employee compensation, medical insurance and other staff benefits or remuneration as provided in Clause (1)(ag) of Subsection (B) of Section V hereof;
- (l) The cost of employing administrative and supervisory staff, on site watchman, caretakers, fitters, gardeners, cleaners and other staff and engaging such sub-contractors, delegates or other entities as are considered necessary by the Manager for the management and security of the Land and the Development including (but not limited to) salary, bonus, overtime pay, provident and retirement fund, long service payments, severance payment, employees' compensation, medical insurance and other staff benefits;
- (m) The cost of purchasing or hiring all necessary plant, equipment and machinery in connection with the management and maintenance of the Land and the Development other than the Units;
- (n) All reasonable professional fees and costs incurred by the Manager including :-
 - (i) fees and costs of surveyors, rating surveyors, valuers, architects, engineers and others employed in connection with the management, maintenance and improvement of the Development,
 - (ii) solicitors and other legal fees and costs,
 - (iii) fees and costs of any accountants, auditors and/or any other

consultants employed in connection with the management accounts or the Manager's statements as hereinafter referred to.

- (o) The costs and expenses in relation to the shuttle bus service as described in Clause (1)(bb) of Subsection (B) of Section V of this Deed;
- (p) The land fill charges payable in relation to the debris removal facility (if any) provided to the Owners of the Residential Accommodation by the Manager; and
- (q) Any other items of expenditure which are necessary for the administration, management and maintenance of the Common Areas and the Common Facilities.

Contribution to Management Expenses of Development Common Areas and Development Common Facilities

- (5) Each Owner of a Unit shall contribute to the Management Expenses in respect of (i) the Development Common Areas and the Development Common Facilities, and (ii) expenses not falling under any of the sub-clauses (6) to (13) below, at the rate at which the number of Undivided Shares of the Unit held by the Owner bears to the total number of the Undivided Shares of the Development (less the Common Parts Undivided Shares).

Contributions to Management Expenses of Residential Common Areas and Residential Common Facilities

- (6) Each Owner of a Flat in the Residential Accommodation shall further contribute to the Management Expenses of the Residential Common Areas and the Residential Common Facilities at the rate at which the number of Undivided Shares of the Flat held by him bears to the total number of Undivided Shares allocated to all the Flats.

Contributions to Management Expenses of Residential Towers Common Areas and Residential Towers Common Facilities

- (7) Each Owner of an Apartment Unit in the Residential Towers shall further contribute to the Management Expenses of the Residential Towers Common Areas and the Residential Towers Common Facilities at the rate at which the number of Undivided Shares of the Apartment Unit in the Residential Towers held by him bears to the total number of Undivided Shares allocated to all Apartment Units in the Residential Towers.

Contributions to Management Expenses of Residential Block 1 Common Areas and Residential Block 1 Common Facilities

- (8) Each Owner of a Residential Unit in Residential Block 1 shall further contribute to the Management Expenses of the Residential Block 1 Common Areas and the Residential Block 1 Common Facilities at the rate at which the number of Undivided Shares of the Residential Unit in Residential Block 1 held by him bears to the total number of Undivided Shares allocated to all Residential Units in Residential Block 1.

Contributions to Management Expenses of Residential Block 2 Common Areas and

- (9) Each Owner of a Residential Unit in Residential Block 2 shall further contribute to the Management Expenses of the Residential Block 2 Common Areas and the Residential Block 2 Common Facilities at the rate at which the number of Undivided Shares of the Residential Unit in Residential Block 2 held by him bears to the total number of Undivided

Residential Block 2 Common Facilities		Shares allocated to all Residential Units in Residential Block 2.
Contributions to Management Expenses of Residential Block 3 Common Areas and Residential Block 3 Common Facilities	(10)	Each Owner of a Residential Unit in Residential Block 3 shall further contribute to the Management Expenses of the Residential Block 3 Common Areas and the Residential Block 3 Common Facilities at the rate at which the number of Undivided Shares of the Residential Unit in Residential Block 3 held by him bears to the total number of Undivided Shares allocated to all Residential Units in Residential Block 3.
Contributions to Management Expenses of Car Park Common Areas and Car Park Common Facilities	(11)	Each Owner of a Residential Car Parking Space, a Residential Motorcycle Parking Space, an Accessible Parking Space and the Commercial Car Park shall further contribute to the Management Expenses of the Car Park Common Areas and the Car Park Common Facilities at the rate at which the number of Undivided Shares of the Residential Car Parking Spaces, the Residential Motorcycle Parking Spaces, the Accessible Parking Spaces and the Commercial Car Park held by him bears to the total number of Undivided Shares allocated to all the Residential Car Parking Spaces, the Residential Motorcycle Parking Spaces, the Accessible Parking Spaces and the Commercial Car Park.
Contribution to Management Expenses of Residential and Car Park Common Areas and Residential and Car Park Common Facilities	(12)	Each Owner of a Flat and each Owner of a Parking Space (but excluding the Residential Visitors' Car Parking Spaces and Bicycle Parking Spaces) shall further contribute to the Management Expenses of the Residential and Car Park Common Areas and the Residential and Car Park Common Facilities at the rate at which the number of Undivided Shares of the Flat or Parking Space held by him bears to the total number of Undivided Shares allocated to all the Flats and all the Parking Spaces (but excluding the Residential Visitors' Car Parking Spaces and Bicycle Parking Spaces).
Management Expenses solely for benefit of any Unit or group of Owners	(13)	Notwithstanding anything contained in sub-clauses (5) to (12) of this Subsection (D), (i) where any Management Expenses relates solely to or is solely for the benefit of any Unit and no Owner other than the Owner entitled to the exclusive right and privilege to hold, use and occupy that Unit will receive any material benefit therefrom, then the full amount of such Management Expenses shall be borne by the Owner of such Unit, and (ii) where any Management Expenses relates solely to or is solely for the benefit of a group of Owners but does not relate to or is not for the benefit of the other Owners, the full amount of such Management Expenses shall be apportioned between such Owners in proportion to their respective Undivided Shares.
Vacant Units are subject to payment of Management Expenses	(14)	The Owner's liability to make payment or contribution to the Management Expenses shall in no way be reduced by reason of the fact that the Unit to which he is entitled to exclusive possession is vacant or has been let or leased or occupied by any other person. No Owner shall be called upon to pay more than his appropriate share of the Management Expenses having regard to the number of Undivided Shares allocated to his Unit. The Registered Owner shall pay all Management Expenses and those expenses which are of a recurrent nature for the Units and Undivided Shares unsold provided however that the Registered Owner will not be obliged to make

payments and contributions in respect of Units and Undivided Shares allocated to a separate building or phase the construction of which has not been completed, except to the extent that the building or phase benefits from the provisions in this Deed as to management or maintenance of the Development.

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| Security for moneys due to the Manager | (15) | <p>(a) Each Owner before taking possession of his Unit from the Registered Owner shall :-</p> <ul style="list-style-type: none"> (i) deposit with the Manager as security for the due payment of the monthly contributions a non-refundable but transferable deposit of a sum equivalent to 3 times of his monthly contribution to the first year's budgeted Management Expenses; (ii) pay to the Manager such contribution in advance towards the Management Expenses as may be required by the Manager Provided That such contribution in advance shall not be more than 2 months of such Owner's monthly contribution to the first year's budgeted Management Expenses; and (iii) 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 Common Areas and the Common Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable. <p>(b) The Registered Owner shall make such deposit described in sub-clause (15)(a)(i) above in respect of Units still held by the Registered Owner if the construction of such Units has been completed and the said Units remain unsold 3 months after the date of this Deed or the date when the Registered Owner is in a position validly to assign those Units (i.e. when the consent to assign or certificate of compliance has been issued), whichever is the later.</p> |
| Deficit and Surplus of Management Expenses | (16) | <p>(a) In the event of the Manager finding at any time that the annual budget is insufficient to cover all expenditure, it shall, subject to the provisions of sub-clause (b) hereunder, prepare a revised budget and have the same reviewed by the Owners' Committee (only if and when it has been established pursuant to this Deed) and the provisions of Clauses (3) to (14) and (21) of this Subsection (D) shall apply mutatis mutandis to the revised budget as to the annual budget. Any surplus shall be applied towards the Management Expenses and be taken into account when calculating the relevant budget for the next ensuing year pursuant to Clause (1) of this Subsection (D).</p> |
| Further contribution to Management Expenses | | <p>(b) In the event that the total contributions received as aforesaid by the Manager are insufficient to meet the Management Expenses, each Owner shall at the request of the Manager pay a due proportion of</p> |

the deficiency by making a further contribution to the Manager.

- (c) The Manager shall also have the power, in the event of a revised budget completed pursuant to and in accordance with sub-clause (a) hereof, to add to the amount to be contributed monthly by any Owner such additional amount as shall be necessary to meet revised estimated expenditure in any financial year to the intent that any such amount shall form part of the monthly contribution of such Owner to the Management Expenses and be recoverable accordingly.

Special Fund

- (17) (a) There shall be established and maintained by the Manager a non-refundable and non-transferable special fund ("Special Fund") for the purpose of paragraph 4 of the Schedule 7 to the Building Management Ordinance (Cap.344) to provide for expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but not limited to, expenses for the renovation, improvement and repair of the Common Areas and the Common Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machinery for the Common Areas and the Common Facilities and the costs of the relevant investigation works and professional services. Each first Owner shall before he is given possession of his part of the Development pay to the Manager a sum equivalent to 2 months' of his initial monthly contribution towards the first year's budgeted Management Expenses as an initial contribution. Each Owner shall also on demand pay to the Manager such sum in each calendar year (payable in one lump sum or by monthly instalments) as may be determined by a resolution of Owners at an Owners' meeting convened under this Deed upon the recommendations of the Manager. If there is an Owners' Incorporation, the Owners' Incorporation 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. The Manager shall make an estimate in the annual budget for the establishment of the Special Fund and the time when money in this Fund shall be drawn. Except in a situation considered by the Manager to be an emergency, no money shall be drawn unless it is for a purpose approved by a resolution of the Owners' Committee or Owners' Incorporation (if any). The Manager must not use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Development. The Special Fund shall be held by the Manager on trust for the Owners and the Special Fund shall be placed in an interest bearing account opened and maintained with such bank or banks within the meaning of Section 2 of the Banking Ordinance as the Manager shall think fit, the title of which account(s) shall refer to the Special Fund for the Development and the Manager shall use that account(s) exclusively for the purposes abovementioned. Without prejudice to the generality of the above, if there is an Owners' Incorporation, 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' Incorporation 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. The Manager shall without delay pay all money received by it in respect of the Special Fund into the said account opened and maintained by it or, if there is an Owners' Incorporation, the said segregated account(s).

- (b) The Registered Owner shall make its initial contribution towards the Special Fund in respect of Units still held by the Registered Owner if the construction of such Units has been completed and the said Units remain unsold 3 months after the date of this Deed or the date when the Registered Owner is in a position validly to assign those Units (i.e. when the consent to assign or certificate of compliance has been issued), whichever is the later.
- (c) The Special Fund shall be notionally divided into the following parts, namely :-
 - (i) "Special Fund (Development Common Areas and Development Common Facilities)";
 - (ii) "Special Fund (Residential Common Areas and Residential Common Facilities)";
 - (iii) "Special Fund (Residential Towers Common Areas and Residential Towers Common Facilities)";
 - (iv) "Special Fund (Residential Block 1 Common Areas and Residential Block 1 Common Facilities)";
 - (v) "Special Fund (Residential Block 2 Common Areas and Residential Block 2 Common Facilities)";
 - (vi) "Special Fund (Residential Block 3 Common Areas and Residential Block 3 Common Facilities)";
 - (vii) "Special Fund (Residential and Car Park Common Areas and Residential and Car Park Common Facilities)"; and
 - (viii) "Special Fund (Car Park Common Areas and Car Park Common Facilities)".
- (d) Contributions to the Special Fund made under this Clause (17) of Subsection (D) of Section V of this Deed by :-
 - (i) the Owners of Flats in Residential Towers shall be notionally credited to Special Fund (Residential Towers Common Areas and Residential Towers Common Facilities);

- (ii) the Owners of Flats in Residential Block 1 shall be notionally credited to Special Fund (Residential Block 1 Common Areas and Residential Block 1 Common Facilities);
 - (iii) the Owners of Flats in Residential Block 2 shall be notionally credited to Special Fund (Residential Block 2 Common Areas and Residential Block 2 Common Facilities);
 - (iv) the Owners of Flats in Residential Block 3 shall be notionally credited to Special Fund (Residential Block 3 Common Areas and Residential Block 3 Common Facilities);
 - (v) the Owners of Residential Car Parking Spaces, Residential Motorcycle Parking Spaces and the Commercial Car Park shall be notionally credited to Special Fund (Car Park Common Areas and Car Park Common Facilities).
- (e) Funds notionally credited to each part of the Special Fund as aforesaid shall be applied as follows :-
- (i) Expenditure of a capital or non-recurring nature relating to the Development Common Areas or the Development Common Facilities, or which are for the common benefit of all Owners and their occupiers, licensees or invitees or which is not covered by Clauses (17)(e)(ii), (iii), (iv), (v), and (vi) of Subsection (D) of Section V of this Deed, shall only be paid out of different parts of the Special Fund and by groups of Owners towards the Special Fund (Development Common Areas and Development Common Facilities) as follows:-
 - (1) the amount to be paid out of Special Fund (Residential Towers Common Areas and Residential Towers Common Facilities) is :-

Total number of Undivided Shares
allocated to all Flats in the Residential Towers

Total number of Undivided Shares less the
Common Parts Undivided Shares
 - (2) the amount to be paid out of Special Fund (Residential Block 1 Common Areas and Residential Block 1 Common Facilities) is :-

Total amount of such expenditure X

Total number of Undivided Shares
allocated to all Flats in
Residential Block 1

Total amount of such expenditure X -----
Total number of Undivided Shares less the
Common Parts Undivided Shares

- (3) the amount to be paid out of Special Fund
(Residential Block 2 Common Areas and
Residential Block 2 Common Facilities) is :-

Total number of Undivided Shares
allocated to all Flats in
Residential Block 2

Total amount of such expenditure X -----
Total number of Undivided Shares less the
Common Parts Undivided Shares

- (4) the amount to be paid out of Special Fund
(Residential Block 3 Common Areas and
Residential Block 3 Common Facilities) is :-

Total number of Undivided Shares
allocated to all Flats in
Residential Block 3

Total amount of such expenditure X -----
Total number of Undivided Shares less the
Common Parts Undivided Shares

- (5) the amount to be paid out of Special Fund (Car
Park Common Areas and Car Park Common
Facilities) is :-

Total number of Undivided Shares
allocated to all Residential Car Parking Spaces,
Residential Motorcycle Parking Spaces
and the Commercial Car Park

Total amount of such expenditure X -----
Total number of Undivided Shares less the
Common Parts Undivided Shares

- (ii) Expenditure of a capital or non-recurring nature relating
to the Residential Common Areas or the Residential
Common Facilities, or which are for the common benefit
of the Owners, occupiers, licensees or invitees of Flats
and which is not covered by Clauses (17)(e)(i), (iii), (iv),
(v) and (vi) of Subsection (D) of Section V of this Deed,
shall only be paid out of different parts of the Special
Fund towards the Special Fund (Residential Common
Areas and Residential Common Facilities) as follows :-

- (1) the amount to be paid out of Special Fund
(Residential Towers Common Areas and

Residential Towers Common Facilities) is :-

Total amount of such expenditure	X	Total number of Undivided Shares allocated to all Flats in the Residential Towers ----- Total number of Undivided Shares allocated to all Flats in the Residential Towers and the Residential Blocks
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(2) the amount to be paid out of Special Fund (Residential Block 1 Common Areas and Residential Block 1 Common Facilities) is :-

Total amount of such expenditure	X	Total number of Undivided Shares allocated to all Flats in Residential Block 1 ----- Total number of Undivided Shares allocated to all Flats in the Residential Towers and the Residential Blocks
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(3) the amount to be paid out of Special Fund (Residential Block 2 Common Areas and Residential Block 2 Common Facilities) is :-

Total amount of such expenditure	X	Total number of Undivided Shares allocated to all Flats in Residential Block 2 ----- Total number of Undivided Shares allocated to all Flats in the Residential Towers and the Residential Blocks
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(4) the amount to be paid out of Special Fund (Residential Block 3 Common Areas and Residential Block 3 Common Facilities) is :-

Total amount of such expenditure	X	Total number of Undivided Shares allocated to all Flats in Residential Block 3 ----- Total number of Undivided Shares allocated to all Flats in the Residential Towers and the Residential Blocks
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(iii) Expenditure of a capital or non-recurring nature relating to the Residential and Car Park Common Areas or the Residential and Car Park Common Facilities, or which are for the common benefit of the Owners, occupiers, licensees or invitees of Flats and Parking Spaces and which is not covered by Clauses (17)(e)(i), (ii), (iv), (v) and (vi) of Subsection (D) of Section V of this Deed, shall only be paid out of different parts of the Special Fund towards the Special Fund (Residential and Car Park Common Areas and Residential and Car Park Common Facilities) as follows :-

(1) the amount to be paid out of Special Fund (Residential Towers Common Areas and Residential Towers Common Facilities) is :-

Total amount of such expenditure	X	Total number of Undivided Shares allocated to all Flats in the Residential Towers ----- Total number of Undivided Shares allocated to all Flats in the Residential Towers and the Residential Blocks, the Residential Car Parking Spaces, the Residential Motorcycle Parking Spaces and the Commercial Car Park
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(2) the amount to be paid out of Special Fund (Residential Block 1 Common Areas and Residential Block 1 Common Facilities) is :-

Total amount of such expenditure	X	Total number of Undivided Shares allocated to all Flats in Residential Block 1 ----- Total number of Undivided Shares allocated to all Flats in the Residential Towers and the Residential Blocks, the Residential Car Parking Spaces, the Residential Motorcycle Parking Spaces and the Commercial Car Park
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(3) the amount to be paid out of Special Fund (Residential Block 2 Common Areas and Residential Block 2 Common Facilities) is :-

Total amount of such expenditure	X	Total number of Undivided Shares allocated to all Flats in Residential Block 2 ----- Total number of Undivided Shares allocated to all Flats in the Residential Towers and the Residential Blocks, the Residential Car Parking Spaces, the Residential Motorcycle Parking Spaces and the Commercial Car Park
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- (4) the amount to be paid out of Special Fund (Residential Block 3 Common Areas and Residential Block 3 Common Facilities) is :-

Total amount of such expenditure	X	Total number of Undivided Shares allocated to all Flats in Residential Block 3 ----- Total number of Undivided Shares allocated to all Flats in the Residential Towers and the Residential Blocks, the Residential Car Parking Spaces, the Residential Motorcycle Parking Spaces and the Commercial Car Park
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- (5) the amount to be paid out of Special Fund (Car Park Common Areas and Car Park Common Facilities) is :-

Total amount of such expenditure	X	Total number of Undivided Shares allocated to all Residential Car Parking Spaces, Residential Motorcycle Parking Spaces and the Commercial Car Park ----- Total number of Undivided Shares allocated to all Flats in the Residential Towers and the Residential Blocks, the Residential Car Parking Spaces, the Residential Motorcycle Parking Spaces and the Commercial Car Park
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- (iv) Expenditure of a capital or non-recurring nature relating to the Residential Towers Common Areas or the Residential Towers Common Facilities or which are for the common benefit of Owners, occupiers, licensees or invitees of Flats in the Residential Towers shall only be paid out of the Special Fund (Residential Towers Common Areas and Residential Towers Common Facilities);
- (v) Expenditure of a capital or non-recurring nature relating to the Low Rise Residential Blocks Common Areas or the Low Rise Residential Blocks Common Facilities or which are for the common benefit of Owners, occupiers, licensees or invitees of Flats in the Residential Blocks shall only be paid out of the Special Fund (Low Rise Residential Blocks Common Areas and Low Rise Residential Blocks Common Facilities); and
- (vi) Expenditure of a capital or non-recurring nature relating to the Car Park Common Areas or the Car Park Common Facilities or which are for the common benefit of Owners, occupiers, licensees or invitees of the Residential Car Parking Spaces, the Residential Motorcycle Parking Spaces and the Commercial Car Park shall only be paid

out of the Special Fund (Car Park Common Areas and Car Park Common Facilities).

(f) Unless otherwise specially provided in this Deed, where any provision of this Deed requires any amount to be credited to the Special Fund, the following provisions shall apply :-

(i) where the amount is received in relation to a category of Common Areas or a category of Common Facilities or the relevant part of the Development (including any approval or consent given in relation thereto under this Deed or the Building Management Ordinance (Cap.344)) :-

(1) the amount shall be credited to the part of the Special Fund contributed by the Category of Owners (as defined below) who are responsible under this Deed to contribute to the Management Expenses relating to that category of Common Areas or Common Facilities or that part of the Development; and

(2) if more than one Category of Owners (as defined below) are responsible for contributing to the Management Expenses relating to that category of Common Areas or Common Facilities, the following proportion of such amount shall be credited to the part of the Special Fund contributed by each Category of Owners concerned :-

Total number of Undivided Shares
allocated to the Units of that Category of Owners

Total number of Undivided Shares
allocated to all Units of all
Category of Owners concerned (excluding the
Common Parts Undivided Shares)

for the purpose of this Clause (17)(f), a “Category of Owners” means the groups of Owners of Flats, Residential Car Parking Spaces, Residential Motorcycle Parking Spaces or Commercial Car Park respectively; and

(ii) in any other case, the following proportion of the amount shall be credited to the part of the Special Fund contributed by each Category of Owners :-

Total number of Undivided Shares
allocated to the Units of
that Category of Owners

Total number of Undivided Shares less the Common Parts
Undivided Shares

- Exclusive user to bear expenses
- (18) Notwithstanding anything to the contrary contained in these presents (a) where any expenditure, which in the reasonable opinion of the Manager, relates solely to or is solely for the benefit of any Unit and no Owner of any other Unit would receive any material benefit therefrom, the full amount of such expenditure shall be paid by the Owner of that Unit; and (b) where any expenditure, which in the reasonable opinion of the Manager, relates solely to or is solely for the benefit of a group of Owners but does not relate to or is not for the benefit of the other Owners, the full amount of such expenditure shall be apportioned between such Owners in the group in proportion to their respective Undivided Shares.
- Contract entered into by Manager
- (19) (a) Subject to sub-clauses (b) and (c) of this Clause (19), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home 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) of this Clause (19), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual 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' Incorporation -
 - (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' Incorporation, and the contract is entered into with the successful tenderer; or
 - (ii) if there is no Owners' Incorporation –
 - (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 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) of this Clause (19) do not apply to any supplies, goods or services which but for this sub-clause (c) would be required to be procured by invitation to tender (referred to in this sub-clause as “relevant supplies, goods or services”) –
 - (i) where there is an Owners’ Incorporation, 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’ Incorporation by a supplier; and
 - (2) the Owners’ Incorporation decides by a resolution of the Owners passed at a general meeting of the Owners’ Incorporation 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’ Incorporation, if –
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
 - (2) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

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| Fee for granting consent | (20) Where any consent is required under this Deed from the Manager by an Owner, such consent shall not be unreasonably withheld and that the Manager shall not charge any fee other than a reasonable administrative fee for issuing such consent. Such fees shall be credited into the Special Fund. |
| Formalities relating to preparation of annual budget | (21) In respect of each annual budget, the Manager shall :- <ul style="list-style-type: none">(a) (i) prepare a draft budget setting out the estimated Management Expenses during the financial year;(ii) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Development |

and cause it to remain so displayed for at least 7 consecutive days;

- (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of 14 days from the date the draft budget is sent or first displayed;
 - (iv) after the end of that period, prepare a budget specifying the estimated Management Expenses during the financial year;
 - (v) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (b) Where, in respect of a financial year, the Manager has not complied with sub-clause (a) hereof 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 the Management Expenses (if any) for the previous financial year;
 - (ii) when he has so complied, be the total estimated Management Expenses 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.
- (c) Where an annual budget has been sent or displayed in accordance with sub-clause (a)(v) hereof, and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised budget as apply to the draft budget and annual budget by virtue of sub-clause (a) hereof.
- (d) Where a revised budget is sent or displayed in accordance with sub-clause (c) hereof, the total amount of the Management Expenses for that financial year shall be the total estimated Management Expenses specified in the revised budget and the amount that Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (e) If there is an Owners' Incorporation and, within a period of 1 month from the date that an annual budget or revised budget for a financial year is sent or first displayed in accordance with sub-clause (a) or (c) hereof, the Owners' Incorporation decides, by a resolution of the Owners, to reject the annual budget or revised budget, as the case may be, the total amount of the Management Expenses for the financial year shall until another annual budget or

revised budget is sent or displayed in accordance with sub-clause (a) or (c) hereof, and is not so rejected under this sub-clause, be deemed to be the same as the total amount of the 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.

- (f) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, annual budget or revised budget, the Manager shall, upon receipt of a reasonable copying charge, supply a copy to that person.

- (22) For the avoidance of doubt, the Registered Owner shall make payment and contribute towards the Management Expenses and all other outgoings including Government rent in respect of the Units held by it up to and inclusive of the date of assignment by the Registered Owner to its assignee thereof and no Owner shall be required to make any payment or reimburse the Registered Owner for such outgoings payable by the Registered Owner under this Deed.

(E) Interest and Recovery of Management Expenses

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| Interest on unpaid monthly contribution | (1) | If any Owner shall fail to pay any amount payable hereunder within 30 days of demand, he shall further pay to the Manager:- |
| | (a) | Interest calculated from the date of demand at the rate of 2% per annum over and above the Prime Lending Rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time on the unpaid amount. |
| | (b) | A collection charge not exceeding 10% of the amount due to cover the cost (other than legal costs as hereinafter mentioned) of the extra work in recovering the unpaid amount as occasioned by the default. |
| Application of interest and collection charges | (2) | All moneys paid to the Manager by way of interest and collection charges shall be credited into the Special Fund. |
| Action against defaulting Owner | (3) | All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charges and all other expenses incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager. The claim in any such action may include a claim for legal costs on the solicitor and own client basis. In any such action the Manager shall conclusively be deemed to be acting as the agent or agents for and on behalf of the Owners as a whole (other than the defaulting Owner) and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due. |
| Charge on Undivided Shares of | (4) | In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed within 30 days of demand, the |

defaulting Owner

amount thereof together with interest as aforesaid and the said collection charge and all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal costs referred to in Clause (3) of this Subsection (E) and in registering the charge hereinafter referred to, shall be charged on the Undivided Share or Undivided Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a memorandum of such charge in the Land Registry against the Undivided Share or Undivided 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. The Manager may discontinue the provision of management services to such defaulting Owner who fails to pay any fees or to comply with any other provisions under this Deed. Notwithstanding anything contained in this Deed to the contrary, no provision of this Deed shall operate to empower, or shall be construed to have the effect of empowering, any person (including the Manager) to interrupt the supply of electricity, water, gas, telecommunications or other utilities to any Unit or to prevent access to the Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any other provisions under this Deed.

Enforcement of charge

- (5) Any charge registered in accordance with the last preceding clause shall be enforceable as an equitable charge by action at the suit of the Manager for an order for the sale of the Undivided Share or Undivided Shares of the defaulting Owner together with the right to the exclusive use occupation and enjoyment of his Unit or Units and Clause (3) of this Subsection (E) shall apply equally to any such action.

Action against non-observance of covenants

- (6) The Manager shall further have power to commence proceedings for the purposes of enforcing the observance and performance by any Owner or any person occupying any part of the Development through under or with the consent of any such Owner of the covenants conditions and provisions of this Deed and of the General Rules and Car Park Rules made hereunder and of recovering damages for the breach non-observance or non-performance thereof. The provisions of Clauses (3), (4) and (5) of this Subsection (E) shall apply to all such proceedings.

Application of damages recovered

- (7) All damages recovered in any such proceedings shall be credited into the management account for the benefit of all the Owners of the Units and held as part of the Management Funds for the management of the Development and be applied accordingly.

(F) Management Funds

Manager to keep proper account

- (1) (a) All monies collected by the Manager (who shall be deemed to be a trustee for and on behalf of the Owners in respect of all monies and deposits received on their behalf) in the exercise of its powers and duties hereunder (save and except that the Manager may retain or pay into a current account a reasonable amount to cover expenditure of a minor nature as is from time to time determined by a resolution of the Owners' Committee (if any) and also subject to such conditions as may be approved by a resolution of the Owners' Committee) shall without delay be paid into (i) an interest-bearing

bank account or accounts of the Manager (such bank account(s) shall be opened and maintained with a bank within the meaning of Section 2 of the Banking Ordinance and the title of which refers to the management of the Development); or (ii) if there is an Owners' Incorporation, the account or accounts opened and maintained under Clause (1)(b) below. The Manager shall use that account(s) exclusively for the management of the Development and keep true and proper accounts of all such monies and the expenditure thereof and shall produce a detailed summary of such accounts each month and shall after the close of every financial year produce an annual set of accounts as soon as the accounts are certified by the auditors hereinafter referred to as providing an accurate summary of all items of income and expenditure during the preceding year. The Manager shall keep all bills, invoices, vouchers, receipts and other documents referred to in the accounts for at least 6 years.

- (b) Without prejudice to the generality of Clause (1)(a) above, if there is an Owners' Incorporation, the Manager shall open and maintain one or more segregated interest-bearing accounts (such account(s) shall be opened and maintained with a bank within the meaning of Section 2 of the Building Ordinance, the title of which refers to the management of the Development), each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Incorporation 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 (1)(a) or (1)(b) above in a prominent place in the Development.

Compensation, etc
recovered by
Manager

- (2) Where any compensation, damages, costs and expenses are received or recovered (as the case may be) by the Manager in any proceedings against any Owner for the purpose of enforcing the observance and performance of the covenants, conditions, or provisions of this Deed, the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited into the management account for the benefit of all the Owners of the Units and held as part of the Management Funds and be applied towards the Management Expenses as the Manager may from time to time decide.

Manager to appoint
auditors

- (3) The Manager shall have power to appoint a firm of certified public accountants to audit the accounts and records of the Manager concerning the management of the Development and to certify the annual accounts prepared in accordance with the preceding Clause (1) of this Subsection (F) and the accountant's fees shall be part of the Management Expenses. The Manager shall further have power to replace such firm and to appoint another firm in their place as it may deem necessary from time to time provided that prior to the formation of the Owners' Incorporation, the Owners at an Owners' meeting convened under this Deed may choose to appoint an auditor of their choice from time to time. If the Owners at an Owners' meeting decides, or if there is an Owners' Incorporation and the Owners' Incorporation decides, by a resolution of the Owners that any income and expenditure account and balance sheet should be audited by an accountant or by some other

independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and:-

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

Owner's Interest in
Management Funds

- (4) Any person ceasing to be an Owner shall in respect of the Undivided Share or Undivided Shares of which he ceases to be the Owner thereupon cease to have any interest in the Management Funds held by the Manager including the deposit paid under Clause (15)(a)(i) of Subsection (D) of Section V hereof and the due contribution of the Special Fund paid under Clause (17) of Subsection (D) of Section V hereof to the intent that all such Management Funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares PROVIDED that the aforesaid deposit may be transferred to the new Owner of such Undivided Shares AND PROVIDED further that upon the rights and obligations hereunder being released as provided herein or upon the Land reverting to the Government and no renewal of the Conditions being obtainable any balance of the Management Funds shall be divided proportionately between the Owners of the Undivided Shares (except the Owner of the Common Parts Undivided Shares) in accordance with the Undivided Shares held by them respectively immediately prior to such release or reversion.

(G) Management Records and Accounts

Financial year

- (1) The financial year for the purpose of management of the Development shall commence on the date of this Deed and shall end on the 31st day of December of the following year but thereafter the financial year shall commence on the 1st day of January and shall end on the 31st day of December of such year Provided Always that the Manager shall have the right to change the financial year once in every five years upon giving a minimum of 3 months' notice in writing to the Owners or from time to time upon the prior approval by a resolution of the Owners' Committee.

Manager to keep
accounts

- (2) The Manager shall keep true and proper accounts of all monies received in the exercise of its powers and duties hereunder and all expenditure thereof.

Manager to prepare
and publish monthly
summary of
accounts

- (3) Within one month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of all accounts with regard to Clause (2) hereof, and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.

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| Manager to prepare income and expenditure account and balance sheet | (4) | Within 2 months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days. |
| Income and expenditure account to include Special Fund | (5) | 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 then be needed. |
| Manager to prepare audited annual account | (6) | Within 60 days after the close of each financial year the Manager shall prepare a full set of annual accounts in respect of the management of the Development for the preceding financial year. The annual accounts shall be audited and certified by an independent firm of auditors as providing an accurate summary of all items of income and expenditure during that preceding financial year. |
| Owners to inspect and Manager to supply copy of accounts | (7) | The Manager shall upon written request of any Owner arrange such Owner to inspect any of the accounts prepared pursuant to this Deed and upon payment by any Owner of a reasonable charge for copying the same send to such Owner a copy of the annual accounts or monthly accounts at any time after the same shall have been prepared as herein provided. |
| Delivery of movable property | (8) | Subject to Clause (9) of this Subsection (G), if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Development that is under its control or in its custody or possession, and that belongs to the Owners' Incorporation (if any) or the Owners. |
| Accounts upon termination of appointment of Manager | (9) | <p>If the Manager's appointment ends for any reason, it shall within 2 months of the date its appointment ends :-</p> <p>(a) prepare :-</p> <p style="padding-left: 40px;">(i) an income and expenditure account for the period beginning with the commencement of the financial year in which its appointment ends and ending on the date its appointment ended; and</p> <p style="padding-left: 40px;">(ii) a balance sheet as at the date its appointment ended,</p> <p style="padding-left: 40px;">and shall arrange for that account and balance sheet to be audited by a certified public accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such certified public accountant or other independent auditor as may be chosen by the Manager; and</p> <p>(b) deliver to the Owners' Committee (if any) or the Manager appointed</p> |

in its place any books or records of account, papers, plans, documents and other records which are required for the purposes of sub-clause (a) of this Clause and have not been delivered under Clause (8) of this Section.

SECTION VI

OWNERS' MEETINGS

From time to time there shall be meetings of the Owners to discuss and decide matters concerning the Land and the Development and in regard to such meetings the following provisions shall apply:-

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| First Meeting | <p>(1) The Manager shall call the first meeting of Owners to be held as soon as possible but in any event not later than nine months from the date of this Deed (and to call further and subsequent meetings if required) for the purpose of electing a Chairman, a Vice-Chairman, a Secretary and 6 other members to the Owners' Committee hereinafter referred to or appointing a management committee for the purpose of forming the Owners' Incorporation under the Building Management Ordinance (Cap.344) and transacting business to be tabled at the meeting. In the election of the members to the Owners' Committee :-</p> <p>(a) the Owners of the Residential Towers shall vote separately to elect by secret ballot 6 representatives from Residential Towers to represent them in the Owners' Committee;</p> <p>(b) the Owners of the Residential Blocks shall vote separately to elect by secret ballot 1 representative from the Residential Blocks to represent them in the Owners' Committee;</p> <p>(c) the Owners of the Residential Car Parking Spaces, the Residential Motorcycle Parking Spaces and the Commercial Car Park shall vote separately to elect by secret ballot 1 representative to represent them in the Owners' Committee; and</p> <p>(d) the Owners of the Commercial Accommodation or Commercial Units (if any) shall vote separately to elect by secret ballot 1 representative to represent them in the Owners' Committee.</p> |
| Annual Meeting | <p>(2) At least once in every 2 years thereafter, the Owners shall meet for the purpose of electing such officers and members as aforesaid and transacting any other business of which due notice is given in the notice convening the meeting.</p> |
| Convening a Meeting | <p>(3) A meeting may be validly convened by: (a) the Owners' Committee; (b) the Manager; or (c) an Owner appointed to convene such a meeting by the Owners holding not less than 5% of the Undivided Shares in the Land and the Development (excluding the Common Parts Undivided Shares).</p> |
| Notice of Meeting | <p>(4) Notice of a meeting of Owners shall be served by the person or persons convening the meeting upon each Owner at least 14 days before the date of the meeting, and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed. Service of a notice required to be served hereunder may be effected :-</p> <p>(a) personally upon the Owner;</p> <p>(b) by post addressed to the Owner at his last known address; or</p> |

- (c) by leaving the notice at the Owner's Unit or depositing the notice in his letter box.
- Quorum of Meeting (5) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and remains present for the duration of the meeting. The quorum at a meeting shall be 10% of the Owners. For the purpose of this Clause, "10% of the Owners" shall :-
- (a) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Development is divided; and
- (b) not be construed as the Owners of 10% of the Undivided Share in aggregate.
- The procedure at any meeting shall be as is determined by the Owners.
- Manager to act as Secretary (6) The Manager shall send a secretary to the meetings who shall keep a record of the persons present at the meetings and the proceedings thereof.
- Corporate Owner (7) In the event of an Owner being a corporate body, any representative appointed by such Owner shall be entitled to attend and vote on behalf of such Owner. Such appointment shall be made in accordance with Clause (10) of this Section VI.
- Chairman of Meeting (8) A meeting of the Owners shall be presided over by the Chairman of the Owners' Committee or, if the meeting is convened under Clause (3)(b) or (c) of this Section VI, the person convening the meeting.
- Voting right of Owners (9) At a meeting of Owners :-
- (a) each Owner shall have 1 vote in respect of each Undivided Share that he owns;
- (b) the votes of Owners may be given either personally or by proxy;
- (c) if an Undivided Share is jointly owned by 2 or more persons, the vote in respect of that Undivided Share may be cast :-
- (i) by a proxy jointly appointed by the co-owners;
- (ii) by 1 co-owner appointed by the others; or
- (iii) if no appointment has been made under sub-subparagraph (i) or (ii), then either personally or by proxy by one of the co-owners; and, in the case of any meeting where more than one of the co-owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, in person 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

- Voting in person
or by proxy
- (d) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (10) (a) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and:—
- (i) shall be signed by the Owner; or
- (ii) 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.
- (b) The instrument appointing a proxy shall be lodged with the Chairman of the Owners' Committee or, if the meeting is convened under Clause (3)(b) or (c) of this Section, the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (c) 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.
- Ordinary
Resolutions
- (11) Save as otherwise provided in this Deed any resolution on any matter concerning the Land and 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 Provided Always:—
- (a) 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.
- (b) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
- (c) 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.
- (d) 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 unless such resolution is passed by the Owners of not less than 50% of the total number of the Undivided Shares in the Land and the Development (excluding the Common Parts Undivided Shares).
- Special Resolutions
- (12) Without prejudice to anything herein contained but subject to Section VIII hereof, 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

75% of the total number of the Undivided Shares in the Land and the Development (excluding the Common Parts Undivided Shares) namely :-

(a) 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.

(b) A resolution to rebuild or redevelop the Development.

Accidental omission to give notice	(13)	The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
Resolution in writing	(14)	Unless provided otherwise in this Deed, a resolution in writing signed by those Owners who in the aggregate have vested in them for the time being more than 50% of the total number of the Undivided Shares in the Land and the Development (excluding the Common Parts Undivided Shares) shall be as valid and effectual as if it had been a resolution requiring only a simple majority of votes passed at a validly convened meeting of the Owners.
Mortgagees' voting right	(15)	Where any Owner has charged or mortgaged his interest in any Undivided Share(s) in the Land and the Development, the voting rights conferred on such Owner shall, subject to the provisions of the relevant mortgage, be exercisable by the Owner (the Mortgagor) unless the mortgagee is in possession or in receipt of the rents and profits in respect of such Undivided Share(s).
Passing of resolutions	(16)	(a) All resolutions put to the vote of the meeting shall be decided by a poll to be taken at such time and in such manner as the Chairman shall direct. (b) In the case of an equality of votes the Chairman shall have a second or casting vote.
Resolutions binding on all Owners	(17)	All resolutions passed at a meeting duly convened and held shall be binding on all Owners.
Purpose of Meeting	(18)	The purpose of such meetings, in addition to the election of officers and members of the Owners' Committee as aforesaid, shall be to discuss all matters relating to the Development.
Election of Owners' Committee	(19)	The Chairman, the Vice-Chairman and any other officers of the Owners' Committee shall be elected in the following manner. The candidates for election shall be proposed and seconded by any Owners present in person or by duly authorised representative at the meeting. As soon as all candidates have been proposed and seconded and provided that such candidates consent to be elected their names will be put before the meeting who will

vote thereon. For the avoidance of doubt, all the officers and members of the Owners' Committee (except any person to fill the causal vacancy of the Owners' Committee) shall be elected in an Owners' meeting. Any causal vacancy shall be dealt with and filled in accordance with Clause (6) of Section VII.

Undivided Shares
allocated to
Common Areas
carry no voting
rights

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

SECTION VII

MEETING OF THE OWNERS' COMMITTEE

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| Members of the Owners' Committee | (1) The Chairman, Vice-Chairman, the Secretary and 6 other members of the Owners' Committee elected in accordance with the provisions of Clause 1 of Section VI of this Deed shall be the Owners' Committee, which shall meet at least once every three months. |
| Owner's representative | (2) Any Owner and any representative appointed by an Owner in the event of such Owner being a corporate body shall be eligible for election to the Owners' Committee. The appointment of a representative by a corporate Owner shall be in writing addressed to the Owners' Committee and such appointment may be revoked at any time by notice in writing given to the Owners' Committee. |
| Person not eligible | (3) No person shall be appointed as a member of the Owners' Committee who :-

(a) has been declared bankrupt or insolvent; or

(b) has been convicted of a criminal offence other than a summary offence not involving dishonesty; or

(c) has entered into composition with his creditors. |
| Term of appointment | (4) An Owner's Committee shall be appointed for a term of one (1) year and its members shall hold office until a new Owners' Committee is appointed and in the event of no new Owners' Committee is appointed for whatever reasons after the said term of one (1) year, the members of the existing Owners' Committee shall continue to act until a new Owners' Committee is appointed Provided Always that a member shall cease to hold office if :-

(a) he ceases to be an Owner;

(b) he becomes disqualified for appointment as a member of an Owners' Committee under Clause (3) of this Section;

(c) he resigns from the office by notice in writing given to the Owners' Committee;

(d) he is removed by a resolution passed at an Owners' meeting; or

(e) he has become incapacitated by mental illness. |
| Retiring members | (5) Retiring members of the Owners' Committee shall be eligible for re-election. |
| Causal vacancy | (6) The Owners' Committee may continue to act notwithstanding any vacancies in their number Provided That the number is not reduced below 5. In the event that the number is reduced below 5, the remaining members of the Owners' Committee may act but only for the purpose of convening an Owners' meeting for purpose of electing eligible persons to be members of the Owners' Committee. |

Notice of Meeting	(7)	The meeting of the Owners' Committee may be convened by the Manager by at least 7 days' notice in writing to each member of the Owners' Committee specifying the date, time and place of the meeting and the resolutions (if any) that are to be proposed. Service of a notice required to be served hereunder may be effected :- (a) personally upon the member of the Owners' Committee; or (b) by post addressed to the member of the Owners' Committee at his last known address; or (c) by leaving the notice at the member's Unit or depositing the notice in his letter box.
Manager no voting right	(8)	The Manager may be represented at the meeting by a duly appointed representative who shall not be entitled to vote.
Manager to act as Secretary	(9)	The Manager shall send a secretary to the meetings who shall keep a record of the persons present at the meetings and the proceedings thereof.
Convening a Meeting	(10)	The Chairman or any 2 members may request the Manager to convene a meeting and the Manager shall, upon such request, convene the meeting in accordance with the provisions of Clause (7) of this Section.
Quorum of Meeting	(11)	No business shall be transacted at any time unless a quorum is present when the meeting proceeds to business and remains present for the duration of the meeting. The quorum at a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number or 5 such members, whichever is the greater). 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.
Passing of resolutions	(12)	All resolutions put to the vote of the meeting shall be decided by a majority on a show of hands and each member present shall have one vote and if there is an equality of votes, the Chairman shall have, in addition to a deliberative vote, a casting vote.
Resolutions binding on Owners	(13)	All resolutions passed at a meeting of the Owners' Committee duly convened and held shall be binding on all Owners.
Purpose of Meeting	(14)	The purpose of a meeting of the Owners' Committee shall be to discuss management matters relating to the Development or to recommend for appointment at the Owners' meeting a new Manager.
Procedure of the Meeting	(15)	The procedures at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.

SECTION VIII

EXTINGUISHMENT OF RIGHTS UNDER THIS DEED

- (1) In the event of the Development or any part thereof being damaged by fire, typhoon, earthquake, subsidence or other causes so as to render the same substantially unfit for use or habitation or occupation, the Owners of not less than 75% of the Undivided Shares allocated to the Development or such part of the Development that has been damaged (excluding the Common Parts Undivided Shares) shall convene a meeting and such meeting may resolve by a 75% majority at a meeting of the Owners of not less than 75% of the Undivided Shares allocated to the Development or such part of the Development that has been damaged (excluding the Common Parts Undivided Shares) present and voting that by reason of insufficiency of insurance monies, changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate and rebuild the Development or such part of the Development and in such event the Undivided Shares in the Land and the Development representing the Units in the Development or 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 such other means as the Manager may deem appropriate and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares (excluding the Owner of the Common Parts Undivided Shares) in proportion to the respective Undivided Shares previously held by such former Owners. All insurance moneys received in respect of any policy of insurance on the Development or 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 Development or that part of the Development. Provided Always That if it is resolved by not less than 75% of such Owners present and voting as aforesaid to reinstate or rebuild such part of the Development the Owners of such part of the Development shall pay the excess of the costs of reinstatement or rebuilding of the relevant part of the Development damaged as aforesaid over and above the money 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.
- (2) The following provisions shall apply to a meeting convened by the Manager as provided in Clause (1) of this Section:-

 - (a) A meeting shall not proceed unless a quorum is present and remains present for the duration of the meeting. A quorum shall consist of Owners of the Units in the Development or that part of the Development holding not less than 75% of the Undivided Shares (excluding the Common Parts Undivided Shares) or in whom not less than 75% of the Undivided Shares (excluding the Common Parts Undivided Shares) allocated to the Development or that part of the Development are vested. 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 next week and at the same place.
 - (b) The Manager's representative shall preside at such meeting.
 - (c) A resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one Owner entitled to be present and present at the meeting. A poll if demanded shall be taken at such time and in such manner as the Manager shall direct.
 - (d) On a show of hands every Owner entitled to be present and present at the meeting shall have one vote for every Undivided Share held by him. In case of a poll every Owner (other than the Owner of the Common Areas) shall have one vote for every Undivided Share held by him.

- (e) Notice of the meeting shall be served by the Manager upon each Owner entitled to be present at least 14 days before the date of the meeting, and that notice shall specify the place, date and time of the meeting. Service of a notice required to be served hereunder may be effected :-
 - (i) personally upon the Owner;
 - (ii) by post addressed to the Owner at his last known address; or
 - (iii) by leaving the notice at the Owner's Unit or depositing the notice in his letter box.
- (f) Votes may be given either personally or by proxy.
- (g) An instrument appointing a proxy shall be in writing signed by the Owner or, if the Owner is a body corporate, under the seal of that body corporate. The appointment of proxy shall have no effect unless the instrument appointing the proxy is lodged with the person, or one of the persons, as the case may be, who convened the meeting not less than 48 hours before the time for the holding of the meeting at which the proxy proposes to vote, or within such lesser time as the chairman shall allow.
- (h) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of the Owners (excluding the Owner of the Common Parts Undivided Shares) present in person or by proxy and voting shall be binding on all the Owners of the relevant part or parts of the Development PROVIDED as follows :-
 - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid; and
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed or any relevant Sub-Deed.
- (i) A resolution in writing signed by Owners (excluding the Owner of the Common Parts Undivided Shares) who in the aggregate have vested in them for the time being more than seventy-five per cent (75%) of the Undivided Shares allocated to the part or parts of the Development in question (but excluding the relevant Common Parts Undivided Share(s) allocated to the Common Areas of such part or parts of the Development) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.
- (j) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION IX

MISCELLANEOUS

- (1) (a) Upon execution of this Deed, such of the Common Parts Undivided Shares together with the Common Areas and the Common Facilities within Phase 1 which they represent shall be assigned to and vested in the Manager free of costs or consideration who shall hold such Common Parts Undivided Shares together with the Common Areas and the Common Facilities within Phase 1 on trust for the benefit of all the Owners for the time being subject to the Conditions and in particular, Special Conditions Nos.(19)(a)(vi) to (viii) of the Conditions, and subject to this Deed.
 - (b) Upon completion of Phase 2 (as evidenced by the issue of the consent to assign or certificate of compliance (as the case may be) by the Director of Lands), such of the Common Parts Undivided Shares together with the Common Areas and the Common Facilities within Phase 2 which they represent shall be assigned to and vested in the Manager free of costs or consideration who shall hold such Common Parts Undivided Shares together with the Common Areas and the Common Facilities within Phase 2 on trust for the benefit of all the Owners for the time being subject to the Conditions and in particular, Special Conditions Nos.(19)(a)(vi) to (viii) of the Conditions, and subject to this Deed.
 - (c) Upon execution of a Sub-Deed in respect of the Commercial Accommodation, such of the Common Parts Undivided Shares together with the Commercial Common Areas and the Commercial Common Facilities and which they represent shall be assigned to and vested in the Manager free of costs or consideration who shall hold such Common Parts Undivided Shares together with the Commercial Common Areas and the Commercial Common Facilities on trust for the benefit of all Owners for the time being subject to the Conditions and in particular, Special Condition Nos.(19)(a)(vi) to (viii) of the Conditions, and subject to this Deed and the Sub-Deed.
- (2) In the event the appointment of the Manager is terminated, or the Manager shall be dismissed, wound up or have a receiving order made against it or is removed, and another manager be appointed in its stead as the new Manager in accordance with this Deed, then the liquidator or the receiver or the outgoing Manager shall assign all the Common Parts Undivided Shares together with Common Areas and Common Facilities which they represent to the new Manager free of costs or consideration or that if an Owners' Incorporation is formed under the Building Management Ordinance, it may at any time require the Manager to assign the same and transfer the management responsibilities to it free of costs or consideration, in which event, the Owners' Incorporation must hold them on trust for the benefit of the Owners in the manner set out in Clause (1) of this Section IX PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights and powers of the Manager contained in this Deed.
- (3) All notice required to be served hereunder on any of the parties hereto or on any Owner shall be deemed to have been sufficiently served if a copy of such notice is served personally on the party to be served or posted on a conspicuous part of the Unit of which the party to be served is entitled to the sole and exclusive use, occupation and enjoyment notwithstanding that such party may not personally occupy such Unit or if a copy is sent by prepaid post to the last known address in Hong Kong of the party to be served Provided that where notices are to be served on any Owner who is a mortgagee or chargee, such notice shall be served on the mortgagee or chargee if a company at its registered office or last known place of business in Hong Kong and if an individual at its last known place of residence.
- (4) During the existence of the Owners' Incorporation the general meeting of the Owners' Incorporation shall take the place of the Owners' meeting convened under this Deed and the management committee of the Owners' Incorporation so provided for in the Building Management Ordinance (Cap.344) shall take the place of the Owners' Committee whereupon all references throughout this Deed to "Owners' Committee" shall be construed and read as referring to the said management committee of the Owners' Incorporation.

- (5) Notwithstanding anything herein contained, no provision in this Deed shall contradict, overrule or prejudice the operation of, or shall contravene the provisions of the Building Management Ordinance (Cap.344) and the Schedule thereto or any amendments thereof or any substitution thereof. No provisions contained in this Deed shall in any way conflict with or be in breach of any terms and conditions set out in the Conditions.
- (6) The Registered Owner will at its own cost provide a direct translation in Chinese of this Deed. The Registered Owner shall deposit a copy of this Deed and the Chinese translation thereof in the management office within one month from the date of this Deed for inspection by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of a dispute as to the effect of the Chinese translation and this Deed (in English), this Deed (in English) as approved by the Director of Lands shall prevail.
- (7) (a) The provisions of and in the Schedule 7 and Schedule 8 to the Building Management Ordinance (Cap.344) shall be incorporated into this Deed and shall bind all Owners of the Development and the Manager and shall prevail over any other provision in this Deed that is inconsistent with them.
- (b) The Registered Owner shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) (English and Chinese versions) in the management office for reference by all Owners free of charge and taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (8) The Registered Owner shall deposit a full copy of the Slopes Maintenance Manual(s) (if any) in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (9) (a) The Registered Owner shall at its own costs prepare the schedule of Works and Installations as set out in the Second Schedule hereto and compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations (“maintenance manual for the Works and Installations”) setting out the following details :-
- (i) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) Recommended maintenance strategy and procedures;
- (iv) A list of items of the Works and Installations requiring routine maintenance;
- (v) Recommended frequency of routine maintenance inspection;
- (vi) Checklist and typical inspection record sheets for routine maintenance inspection; and
- (vii) Recommended maintenance cycle of the Works and Installations.
- (b) The Registered Owner shall at its own costs deposit a full copy of the maintenance manual for the Works and Installations in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expense and on payment of a

reasonable charge. All charges received shall be credited to the Special Fund.

- (10) The schedule of Works and Installations as set out in the Second Schedule hereto and the maintenance manual for the Works and Installations may be revised (including but not limited to the addition of works and installations in the Development, the updating of maintenance strategies in step with changing requirements etc.) if necessary.
- (11) The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule of Works and Installations as set out in the Second Schedule hereto and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
- (12) All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations will be paid out of the Special Fund.
- (13) The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office within one month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (14) Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions :
 - (i) the term of the contract will not exceed 3 years;
 - (ii) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and
 - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.
- (15) All Owners of Undivided Shares who do not occupy the Units to which those Undivided Shares relate shall provide the Manager with an address in Hong Kong for service of notices under this Deed.
- (16) The Manager shall consult (either generally or in any particular case) the Owners' Incorporation at a general meeting of the Owners' Incorporation and adopt the approach decided by the Owners' Incorporation on the channels of communication amongst the Owners on any business relating to the management of the Development.
- (17) The parties hereto acknowledge that Phase 2 may still be in the course of construction after Phase 1 is completed. For the avoidance of doubt, the Owners (except the Registered Owner) shall not be responsible for the management expenditure (if any) in relation to the Common Areas and Common Facilities within Phase 2 before the same are open for use and enjoyment in accordance with the provisions of this Deed.
- (18) Upon completion of Phase 1, the Registered Owner shall at its own expense provide necessary temporary noise abatement and dust protection measures within the Development as may be required by the Building Authority so as to minimise the inconvenience caused to the Owners of Units in Phase 1 from the continuing building works of the remaining Phase 2 part of the Development on the Land.

THE FIRST SCHEDULE ABOVE REFERRED TO

Allocation of Undivided Shares

No. of Undivided
Shares

Phase 1

(A) Residential Accommodation

1,254,238

(i) Apartment Units of Tower 3A and 3B, Tower 5A and 5B and Tower 6A and 6B

1,234,793

Tower 3A

Undivided Shares for each Apartment Unit	Apartment Unit	01	02	03	05	06	07	08	09	10	SUB-TOTAL
Floor											
1 st		1185 (Note 6)	1163 (Note 2)	1109 (Note 3)	850 (Note 3)	672 (Note 2)	823 (Note 2)	663 (Note 2)	1024 (Note 2)	883 (Note 3)	8,372
2 nd -3 rd , 5 th -12 th , 15 th -23 rd & 25 th -29 th (24 storeys)		1162 (Note 2)	1163 (Note 2)	1070 (Note 2)	823 (Note 2)	672 (Note 2)	823 (Note 2)	663 (Note 2)	1024 (Note 2)	864 (Note 2)	198,336
30 th		1294 (Note 3)	-	1070 (Note 2)	833 (Note 2)	672 (Note 2)	823 (Note 2)	663 (Note 2)	1024 (Note 2)	870 (Note 2)	7,249
TOTAL											213,957

Tower 3B

Undivided Shares for each Apartment Unit	Apartment Unit	01	02	03	05	06	07	08	09	10	11	SUB-TOTAL
Floor												
1 st		1168 (Note 3)	889 (Note 3)	875 (Note 3)	728 (Note 2)	823 (Note 2)	819 (Note 2)	668 (Note 2)	671 (Note 3)	672 (Note 3)	873 (Note 3)	8,186
2 nd -3 rd , 5 th -12 th & 15 th -17 th (13 storeys)		1156 (Note 2)	862 (Note 2)	843 (Note 2)	728 (Note 2)	823 (Note 2)	819 (Note 2)	668 (Note 2)	669 (Note 2)	665 (Note 2)	831 (Note 2)	104,832
18 th -23 rd & 25 th -30 th (12 storeys)		1156 (Note 2)	862 (Note 2)	841 (Note 2)	728 (Note 2)	823 (Note 2)	819 (Note 2)	668 (Note 2)	669 (Note 2)	665 (Note 2)	831 (Note 2)	96,744
TOTAL												209,762

Tower 5A

Undivided Shares for each Apartment Unit	Apartment Unit	01	02	03	05	06	07	08	09	10	SUB-TOTAL
Floor											
3 rd		1175 (Note 6)	1160 (Note 2)	1120 (Note 3)	861 (Note 3)	863 (Note 2)	862 (Note 2)	676 (Note 3)	858 (Note 2)	877 (Note 6)	8,452
5 th -12 th , 15 th -23 rd & 25 th -31 st (24 storeys)		1155 (Note 2)	1160 (Note 2)	1081 (Note 2)	835 (Note 2)	863 (Note 2)	862 (Note 2)	668 (Note 2)	856 (Note 2)	862 (Note 2)	200,208
32 nd		1292 (Note 3)	-	1081 (Note 2)	835 (Note 2)	863 (Note 2)	862 (Note 2)	668 (Note 2)	856 (Note 2)	868 (Note 2)	7,325
TOTAL											215,985

Tower 5B

Undivided Shares for each Apartment Unit	Apartment Unit	01	02	03	05	06	07	08	09	SUB-TOTAL
Ground		926 (Note 4)	923 (Note 4)	774 (Note 4)	933 (Note 4)	918 (Note 4)	705 (Note 4)	706 (Note 4)	918 (Note 4)	6,803
1 st		862 (Note 2)	863 (Note 2)	720 (Note 2)	864 (Note 2)	856 (Note 2)	667 (Note 2)	666 (Note 2)	853 (Note 2)	6,351
2 nd		862 (Note 2)	863 (Note 2)	720 (Note 2)	864 (Note 2)	856 (Note 2)	667 (Note 2)	666 (Note 2)	839 (Note 2)	6,337
3 rd		871 (Note 3)	866 (Note 3)	720 (Note 2)	864 (Note 2)	856 (Note 2)	667 (Note 2)	666 (Note 2)	830 (Note 2)	6,340
5 th -12 th , 15 th -23 rd & 25 th -32 nd (25 storeys)		863 (Note 2)	833 (Note 2)	720 (Note 2)	864 (Note 2)	856 (Note 2)	667 (Note 2)	666 (Note 2)	830 (Note 2)	157,475
TOTAL										183,306

Tower 6A

Undivided Shares for each Apartment Unit	Apartment Unit	01	02	03	05	06	07	08	09	SUB-TOTAL
Floor										
1 st		1198 (Note 6)	1156 (Note 2)	1077 (Note 3)	823 (Note 3)	-	-	769 (Note 2)	1163 (Note 2)	6,186
2 nd		1163 (Note 2)	1156 (Note 2)	1078 (Note 2)	823 (Note 2)	877 (Note 3)	893 (Note 3)	769 (Note 2)	1163 (Note 2)	7,922
3 rd , 5 th -12 th , 15 th -23 rd & 25 th -29 th (23 storeys)		1163 (Note 2)	1156 (Note 2)	1078 (Note 2)	823 (Note 2)	862 (Note 2)	862 (Note 2)	1161 (Note 2)	1163 (Note 2)	190,164
30 th		1311 (Note 3)	-	1078 (Note 2)	823 (Note 2)	862 (Note 2)	862 (Note 2)	1283 (Note 3)	-	6,219
TOTAL										210,491

Tower 6B

Undivided Shares for each Apartment Unit	Apartment Unit	01	02	03	05	06	07	08	09	10	SUB-TOTAL
	Floor										
1 st		863 (Note 3)	860 (Note 3)	853 (Note 3)	-	-	1163 (Note 2)	862 (Note 2)	865 (Note 2)	840 (Note 3)	6,306
2 nd		864 (Note 2)	860 (Note 2)	840 (Note 2)	732 (Note 2)	-	1163 (Note 2)	862 (Note 2)	863 (Note 2)	828 (Note 2)	7,012
3 rd , 5 th -12 th , 15 th -23 rd & 25 th -29 th (23 storeys)		864 (Note 2)	860 (Note 2)	840 (Note 2)	720 (Note 2)	864 (Note 2)	1163 (Note 2)	862 (Note 2)	863 (Note 2)	828 (Note 2)	180,872
30 th		864 (Note 2)	860 (Note 2)	840 (Note 2)	720 (Note 2)	864 (Note 2)	-	1258 (Note 3)	868 (Note 2)	828 (Note 2)	7,102
TOTAL											201,292

No. of Undivided
Shares

19,445

(ii) Residential Units of Residential Blocks 1, 2 & 3

Residential Block 1

Undivided Shares for each Residential Unit	Residential Unit	A	B	C	SUB-TOTAL
Floor					
Ground		1299 (Note 5)	1263 (Note 5)	1312 (Note 5)	3,874
1 st		1299 (Note 1)	1311 (Note 1)	-	2,610
TOTAL					6,484

Residential Block 2

Undivided Shares for each Residential Unit	Residential Unit	A	B	C	SUB-TOTAL
Floor					
Ground		1299 (Note 5)	1263 (Note 5)	1301 (Note 5)	3,863
1 st		1299 (Note 1)	1311 (Note 1)	-	2,610
TOTAL					6,473

Residential Block 3

Undivided Shares for each Residential Unit	Residential Unit	A	B	C	SUB-TOTAL
Floor					
Ground		1316 (Note 5)	1263 (Note 5)	1299 (Note 5)	3,878
1 st		1299 (Note 1)	1311 (Note 1)	-	2,610
TOTAL					6,488

**No. of Undivided
Shares**

Phase 2

(A) Residential Accommodation

(i) Apartment Units of Tower 1A and 1B and Tower 2A and 2B

824,387

824,387

Tower 1A

Undivided Shares for each Apartment Unit / Apartment Unit	01	02	03	05	06	07	SUB-TOTAL
Floor							
1 st	1175 (Note 6)	1176 (Note 6)	855 (Note 3)	861 (Note 3)	1217 (Note 6)	1072 (Note 6)	6,356
2 nd -3 rd , 5 th -12 th , 15 th -23 rd & 25 th -29 th (24 storeys)	1152 (Note 2)	1162 (Note 2)	806 (Note 2)	811 (Note 2)	1153 (Note 2)	1055 (Note 2)	147,336
30 th	1293 (Note 3)	-	806 (Note 2)	811 (Note 2)	1283 (Note 3)	-	4,193
TOTAL							157,885

Tower 1B

Undivided Shares for each Apartment Unit / Apartment Unit	01	02	03	05	06	07	08	09	10	11	12	SUB-TOTAL
Floor												
1 st	1046 (Note 2)	1165 (Note 3)	1183 (Note 3)	1189 (Note 3)	870 (Note 3)	854 (Note 3)	863 (Note 3)	862 (Note 3)	667 (Note 2)	671 (Note 2)	1149 (Note 2)	10,519
2 nd -3 rd , 5 th -12 th , 15 th -23 rd & 25 th -29 th (24 storeys)	1046 (Note 2)	1161 (Note 2)	1155 (Note 2)	1151 (Note 2)	804 (Note 2)	804 (Note 2)	862 (Note 2)	863 (Note 2)	667 (Note 2)	671 (Note 2)	1149 (Note 2)	247,992
30 th	1237 (Note 3)	-	1155 (Note 2)	1151 (Note 2)	804 (Note 2)	804 (Note 2)	862 (Note 2)	863 (Note 2)	667 (Note 2)	671 (Note 2)	1200 (Note 6)	9,414
TOTAL												267,925

Tower 2A

Undivided Shares for each Apartment Unit Apartment Unit Floor	01	02	03	05	06	07	08	09	10	SUB-TOTAL
1 st	1243 (Note 6)	1231 (Note 6)	903 (Note 3)	690 (Note 3)	698 (Note 3)	693 (Note 3)	671 (Note 3)	1066 (Note 3)	915 (Note 3)	8,110
2 nd -3 rd , 5 th -12 th & 15 th -16 th (12 storeys)	1151 (Note 2)	1156 (Note 2)	863 (Note 2)	670 (Note 2)	692 (Note 2)	678 (Note 2)	665 (Note 2)	996 (Note 2)	854 (Note 2)	92,700
17 th -23 rd & 25 th -27 th (10 storeys)	1151 (Note 2)	1151 (Note 2)	859 (Note 2)	668 (Note 2)	692 (Note 2)	678 (Note 2)	665 (Note 2)	996 (Note 2)	854 (Note 2)	77,140
TOTAL										177,950

Tower 2B

Undivided Shares for each Apartment Unit Apartment Unit Floor	01	02	03	05	06	07	08	09	10	11	12	SUB-TOTAL
1 st	805 (Note 3)	870 (Note 3)	863 (Note 3)	807 (Note 2)	737 (Note 3)	842 (Note 3)	818 (Note 2)	668 (Note 2)	671 (Note 3)	668 (Note 3)	872 (Note 3)	8,621
2 nd -3 rd , 5 th -12 th & 15 th -16 th (12 storeys)	804 (Note 2)	856 (Note 2)	852 (Note 2)	805 (Note 2)	730 (Note 2)	805 (Note 2)	818 (Note 2)	668 (Note 2)	668 (Note 2)	667 (Note 2)	809 (Note 2)	101,784
17 th -23 rd & 25 th -27 th (10 storeys)	804 (Note 2)	856 (Note 2)	852 (Note 2)	805 (Note 2)	725 (Note 2)	805 (Note 2)	818 (Note 2)	668 (Note 2)	668 (Note 2)	667 (Note 2)	809 (Note 2)	84,770
28 th -30 th (3 storeys)	804 (Note 2)	856 (Note 2)	852 (Note 2)	805 (Note 2)	732 (Note 2)	805 (Note 2)	818 (Note 2)	668 (Note 2)	668 (Note 2)	667 (Note 2)	809 (Note 2)	25,452
TOTAL												220,627

	<u>No. of Undivided Shares</u>	<u>No. of Undivided Shares</u>
Phase 1		
(A) Residential Accommodation		1,254,238
(i) Apartment Units of Tower 3A and 3B, Tower 5A and 5B and Tower 6A and 6B	1,234,793	
(ii) Residential Units of Residential Blocks 1, 2 and 3	19,445	
(B) Commercial Accommodation (including 4 Commercial Loading and Unloading Spaces)		95,412
(C) Commercial Car Park		340
Comprising (i) 12 Commercial Car Parking Spaces at 25 Undivided Shares each	300	
(ii) 1 Accessible Parking Space at 35 Undivided Shares	35	
(iii) 1 Commercial Motorcycle Parking Space at 5 Undivided Shares	5	
(D) Residential Car Parking Spaces		5,380
Comprising (i) 211 Car Parking Spaces at 25 Undivided Shares each	5,275	
(ii) 3 Accessible Parking Spaces at 35 Undivided Shares each	105	
(E) Residential Motorcycle Parking Spaces (including 26 Residential Motorcycle Parking Spaces at 5 Undivided Shares each)		130
(F) Common Areas and Common Facilities within Phase 1		2,000
Comprising (i) Residential Common Areas and Residential Common Facilities [including 6 Loading and Unloading Spaces, 15 Residential Visitors' Car Parking Spaces (of which 1 of them is Accessible Parking Space) and 78 Bicycle Parking Spaces]		
(ii) Development Common Areas and Development Common Facilities		
(iii) Residential Towers Common Areas and Residential Towers Common Facilities		
(iv) Low Rise Residential Blocks Common Areas and Low Rise Residential Blocks Common Facilities		
(v) Residential and Car Park Common Areas and Residential and Car Park Common Facilities		
(vi) Car Park Common Areas and Car Park Common Facilities		
Total Undivided Shares of Phase 1 of the Development :		1,357,500

	<u>No. of Undivided Shares</u>
Phase 2	
(A) Residential Accommodation Apartment Units of Tower 1A and 1B and Tower 2A and 2B	824,387
(B) Residential Car Parking Spaces (including 134 Car Parking Spaces at 25 Undivided Shares each)	3,350
(C) Residential Motorcycle Parking Spaces (including 14 Residential Motorcycle Parking Spaces at 5 Undivided Shares each)	70
(D) Common Areas and Common Facilities within Phase 2 Comprising (i) Residential Common Areas and Residential Common Facilities [including 2 Loading and Unloading Spaces, 10 Residential Visitors' Car Parking Spaces and 46 Bicycle Parking Spaces] (ii) Residential Towers Common Areas and Residential Towers Common Facilities	1,000
Total Undivided Shares of Phase 2 of the Development :	828,807
Grand Total :	<u>2,186,307</u> =====

Remarks : There are no Tower 4A and 4B in the Development.
Besides, there are no 4/F, 13/F, 14/F and 24/F floors in Towers

Note 1: means including the balcony thereof, the flat roof adjacent thereto and the roof(s) thereabove.

Note 2: means including the balcony thereof.

Note 3: means including the flat roof adjacent thereto.

Note 4: means including the garden adjacent thereto.

Note 5: means including the balcony thereof and the garden adjacent thereto.

Note 6: means including the balcony thereof and the flat roof adjacent thereto.

THE SECOND SCHEDULE ABOVE REFERRED TO

Items of the Works and Installations in the Development which will require regular maintenance on a recurrent basis are as follows :-

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) the slope structures (if any);
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations;
- (x) gas supply system;
- (xi) window installations;
- (xii) CABD system; and
- (xiii) ELV security system.

IN WITNESS whereof the Registered Owner, the Manager and the First Purchaser have caused this Deed to be duly executed under seal the day and year first above written.

SEALED with the Common Seal of the)
Registered Owner and SIGNED by)
)
)
person(s) duly authorized by its Board of)
Directors whose signature(s) is/are verified by :-)

SIGNED SEALED AND DELIVERED)
by the First Purchaser in the presence of :-)

INTERPRETED to the First Purchaser by :-

OR

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

SEALED with the Common Seal of the)
Manager and SIGNED by)
)
)
person(s) duly authorized by its Board of)
Directors whose signature(s) is/are verified by :-)

Dated the _____ day of _____ 20____

PACIFIC EARTH ENTERPRISE LIMITED

and

[_____]

and

ROYAL ELITE SERVICE COMPANY LIMITED

DEED OF MUTUAL COVENANT
INCORPORATING MANAGEMENT AGREEMENT

Registered in the Land Registry
by Memorial No. _____
on _____

p. Land Registrar

WOO, KWAN, LEE & LO
SOLICITORS & NOTARIES
ROOM 2801, SUN HUNG KAI CENTRE
30 HARBOUR ROAD
WANCHAI
HONG KONG

Ref.: SHK/HFM/RT/A51
(10.12.14)