

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

BETWEEN CITY SUCCESS LIMITED ( 兆盛有限公司 ) whose registered office is situate at 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong (hereinafter called “the Registered Owner” which expression shall where the context so admits include its successors and assigns) of the first part, [

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(hereinafter called “the First Purchaser” which expression shall where the context so admits include his executors administrators and assigns) of the second part and KAI SHING MANAGEMENT SERVICES COMPANY LIMITED ( 啟勝管理服務有限公司 ) whose registered office is situate at 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, 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 :-
“Airspace”		The airspace between the levels of 10.0 metres and 36.6 metres above the Hong Kong Principal Datum traversing over the areas shown coloured pink stippled black and pink triangulated black on PLAN I annexed to the Conditions (which airspace is also defined as “the Airspace” in Special Condition No.(14) of the Conditions).
“Approved Plans”		The plans for the development of the Land including but not limited to the car park layout plans referred to in Special Condition No.(60) of the Conditions and any amendments thereto duly approved by the Building Authority and/or the Lands Department.
“Bridge”		The three-level pedestrian and vehicular bridge together with all supports, connections, ramps, associated staircases and landings, escalators, lifts, internal and external fittings, fixtures and lighting fittings provided or to be provided in accordance with Special Condition No.(40)(a) of the Conditions.
“Authorized Person”		Mr. Ng Tze Kwan of Sun Hung Kai Architects and Engineers 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.
“Carpark”		The car port of the Development intended for the access and the parking of motor vehicles and/or motor cycles comprising the Commercial Car Parking Spaces, the Commercial Motor Cycle Parking Spaces, the Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces, the Carpark Common Areas and the Carpark Common Facilities. For the avoidance of doubt, the Visitors’ Parking Spaces in the car port shall form part of the Residential Common Areas but not the Carpark.
“Carpark Common Areas”		The whole of the Carpark except all the Parking Spaces and which, for the purposes of identification only, are shown on the Ground Floor Plan, Mezzanine Floor Plan, Level 1 Floor Plan, Level 2 Floor Plan and Level 3 Floor Plan (certified as to their accuracy by or on behalf of an Authorized Person) annexed hereto and coloured green which include (but not limited to) such parts of the Carpark serving the Visitors’ Parking Spaces as well as the Parking Spaces and also include 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 Carpark 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 Commercial Common Areas, the Development Common Areas and the Residential Common Areas PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of “common parts” set out in Section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in the 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 covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Carpark Common Areas.

“Carpark Common Facilities”

Pipes, drains, EV charger facilities, wires, cables, trenches air-ducts and lighting in the Carpark, fire fighting installation and equipment, and any other apparatus, devices, systems and facilities installed for the exclusive use and benefit of the Parking Spaces and/or the Visitors’ Parking Spaces but shall not include the Commercial Common Facilities, the Development Common Facilities and the Residential Common Facilities.

“Certificate of Compliance”

The certificate or letter from the Director of Lands certifying that the General and Special Conditions of the Conditions have been complied with to his satisfaction in relation to the whole of the Land or in relation to any building or buildings thereon.

“Club House”

The recreational facilities and facilities ancillary thereto erected constructed and provided by the Registered Owner for the use of the residents of the Flats and their bona fide visitors pursuant to Special Condition No.(36) of the Conditions including (but not limited to) [multi-purpose ball court, gymnasium, music rooms, study rooms, karaoke, children play area, swimming pools, male changing room, female changing room, sitting areas, function rooms, billiard room, Jacuzzi, games room, lounges and snack bar].

“Commercial Accommodation”

The commercial accommodation and [the shopping arcade, shops, lavatories, staircases, pump room, lobbies, air handling unit rooms, meter room (if any), the RCHE Facilities, the loading and unloading spaces provided pursuant to Special Condition No.(55)(a)(ii) of the Conditions, the Transport Interchange, the Pedestrian Walkway, such part of the Bridge that are within the Commercial Accommodation, the flat roof (if any), refuse storage and material recovery chamber, telecommunications and broadcasting room serving the Commercial Accommodation exclusively (if any)], all ancillary spaces, facilities, fittings, installations, equipment, apparatus, systems, devices and facilities provided or installed and intended for the exclusive use of the Commercial Accommodation in the Development and the Lighting System as shown and coloured orange and brown on the plans certified as to their accuracy by or on behalf of the Authorised Person and annexed hereto and the enclosing walls thereof and such parts of the external walls of the Development which are for the purpose of identification shown coloured orange, orange hatched black and orange cross-hatched black on the elevation plans certified by the Authorized Person and annexed hereto.

“Commercial Car

Those parking space(s) in the Development for motor vehicles provided

Parking Space(s)”	pursuant to Special Condition No.(54)(b)(i)(I) of the Conditions.
“Commercial Common Areas”	Those areas as shown and coloured brown on the plans certified as to their accuracy by or on behalf of the Authorized Person and annexed hereto which include the Unbuilt Airspace (save and except the airspace immediately above the vehicular way on Level 3 of the Bridge extending to the height of 2.9 metres above the said vehicular way) and the loading and unloading spaces provided pursuant to Special Condition No.(55)(a)(ii) and (iii) of the Conditions and any other area as may be designated by the Registered Owner in accordance with Clause (9)(a)(vii) of Section I hereof, but not further or otherwise, as Commercial Common Areas but shall not include the Carpark Common Areas, the Residential Common Areas and the Development Common Areas.
“Commercial Common Facilities”	The facilities serving the loading and unloading spaces provided pursuant to Special Condition No.(55)(a)(ii) and (iii) of the Conditions and shall include such other facilities serving the Commercial Accommodation as may be designated by the Registered Owner as Commercial Common Areas in any Sub-Deed but excluding the Carpark Common Facilities, the Residential Common Facilities and the Development Common Facilities.
“Commercial Unit”	The whole of the Commercial Accommodation except the Commercial Common Areas and the Commercial Common Facilities which Commercial Unit is shown and coloured orange, orange hatched black and orange cross-hatched black on the plans annexed hereto.
“Commercial Motor Cycle Parking Space(s)”	Those parking space(s) in the Development for motor cycles provided pursuant to Special Condition No.(54)(d)(i)(II) of the Conditions.
“Common Areas”	The Carpark Common Areas, the Commercial Common Areas, the Residential Common Areas and the Development Common Areas and all those parts of the Development designated as common areas in any Sub-Deed.
“Common Facilities”	The Carpark Common Facilities, the Commercial Common Facilities, the Residential Common Facilities and the Development Common Facilities and such of the facilities of the Development designated as common facilities in any Sub-Deed.
“the Conditions”	Agreement and Conditions of Exchange registered in the Land Registry as New Grant No.20873 and shall include any subsequent extensions variations or modifications thereto or renewals thereof and the lease granted or to be granted pursuant thereto.
“Consent to Assign”	The certificates or letters from the Director of Lands granting consent to the Registered Owner to assign Undivided Shares together with the exclusive right to hold, use, occupy or enjoy a part or parts of the Development before the issue of the Certificate of Compliance.
“Covered Footbridges”	The two single-storey covered footbridges together with all supports, connections, ramps, associated staircases and landings, escalators, lifts, internal and external fittings and fixtures and lighting fittings constructed or to be constructed in accordance with Special Condition No.(44)(a)(i) of the Conditions.
“this Deed”	This Deed of Mutual Covenant incorporating Management Agreement.

“the Development”

The whole of the development including all the Government Accommodation, Commercial Accommodation, Residential Accommodation and Carpark and known as Grand YOHO Development 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 (save and except those within the First Area and the Second Area as respectively defined in Special Condition No.(18)(a)(i) and Special Condition No.(18)(a)(ii) of the Conditions) 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. The Development will be developed in phases and Phase 1 of the Development has been completed.

“Development  
Common Areas”

Those areas as shown and coloured indigo on the 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, fan rooms, lift lobbies, intermediate booster and fire services pump room, loading area, telecommunications and broadcasting rooms, transformer rooms, main switch rooms, such part of the Bridge that are not within the Commercial Accommodation, such part of the Unbuilt Airspace being the airspace immediately above the vehicular way on Level 3 of the Bridge extending to the height of 2.9 metres above the said vehicular way, lay-bys, switch room, security guard room, caretaker quarter, staff management office, caretaker office, gas room, pump room, planters, ambulance waiting space, driveways, fire services control room, high voltage cable chamber, cable duct room, pipe duct room, cable raiser duct rooms, emergency genset room, refuse storage and material recovery chamber, staircases and flat roofs which flat roofs do not form part of the Government Accommodation, the Residential Accommodation, the Commercial Accommodation or the Carpark and which have not been assigned to any individual Owner, TV broadcasting repeater station, areas for local terrestrial television, areas for the installation or use of telecommunications network facilities, any service lane and any other space or external wall, curtain wall, canopies] 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, if (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 the 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 covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas but shall not include the Carpark Common Areas, the Commercial Common Areas and the Residential Common Areas.

“Development  
Common Facilities”

Facilities and systems for the common use and enjoyment of the Owners or residents or both for the time being of the Development and not being part of the Commercial Common Facilities, Residential Common

	Facilities or Carpark Common Facilities and shall include (but not limited to) lighting along or in the Development Common Areas.
“Flat”	A unit of residential accommodation (including the balcony (if any) or utility platform thereof (if any)) in the Residential Accommodation 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.
“F.S.I.”	The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, (Cap.1015 of the Laws of Hong Kong) and the expression “F.S.I.” shall mean F.S.I. in its capacity as the Owner of the Government Accommodation and, if the context so permits, the successors and assigns of F.S.I. as the Owner of the Government Accommodation.
“General Rules” and “Carpark Rules”	The rules and regulations governing the Development and/or the Carpark from time to time in force as provided herein.
“Government”	The Government of The Hong Kong Special Administrative Region.
“Government Accommodation”	The one community hall, two parking spaces and two loading and unloading spaces for the loading and unloading of motor vehicles in connection with the community hall erected and constructed on the Land or any part thereof in accordance with Special Condition No.(21)(a) of the Conditions (which loading and unloading spaces are marked “HGV” (i.e. heavy goods vehicle parking space) on the Ground Floor Plan annexed hereto) together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may in his absolute discretion determine and are for identification purposes only shown coloured grey on the plans annexed hereto.
“Government Accommodation Maintenance Expenses”	All costs and expenses incurred by the Manager under Clause (1)(bb) of Subsection (B) of Section V in maintaining, at the request of the Owner of the Government Accommodation, the Government Accommodation Service.
“Government Accommodation Service”	The services facilities and installations serving exclusively the Government Accommodation or any part thereof.
“G.P.A.”	The Government Property Administrator of Government Property Agency of 31 <sup>st</sup> Floor, Revenue Tower, No.5 Gloucester Road, Wanchai, Hong Kong and shall include his successors-in-title and any other officer or department of the Government or any government or administrative authorities holding or bearing whatever title or office who or which may at any time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any function or role of the Government Property Administrator.
“Green and Innovative Features”	The green and innovative features in the Development as shown on the plans certified as to their accuracy by or on behalf of an Authorized Person attached hereto and coloured red, violet, pink and yellow hatched black and also the non-structural prefabricated external wall which are all exempted from the calculation of gross floor area or site coverage or both by the Building Authority and the Director of Lands.
“Items”	The Items referred to in Special Condition No.(32)(a) of the Conditions,

namely :-

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

“Land”	All that piece or parcel of land registered in the Land Registry as The Remaining Portion of Yuen Long Town Lot No.507.
“Lighting System”	The day-time lighting and enhancement night-time lighting on the under-side of the Bridge provided or to be provided in accordance with Special Condition No.(41)(a) of the Conditions.
“Maintain”	Repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, empty, 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.
“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).
“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 but excluding the Government Accommodation Maintenance Expenses.
“Management Funds”	All monies recovered or held by the Manager pursuant to this Deed except only the Manager’s Remuneration.
“Management Share”	Any one of the Management Shares.

“Management Shares”	The shares or units allocated to the Units for the purpose of sharing of and contributing towards the Management Expenses by the Owners as set out in Part II of the First Schedule hereto.
“Manager”	Kai Shing Management Services 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.
“NIAR”	The Road Traffic Noise Impact Assessment Report dated March 2014 (Reference Number : R0004_V4.1), a copy of which is annexed hereto as Appendix.
“Noise Mitigation Measures”	The noise mitigation measures mentioned in the NIAR including the setback, orientation, balcony design and use of barriers/fins/buttress wall as shown in the Approved Plans.
“Non-enclosed Areas”	The balcony or utility platform forming part of a Flat and the covered areas beneath the balconies and the covered areas underneath the utility platforms (if any) and for identification purpose only such balconies, utility platforms and covered areas beneath the balconies are shown coloured red, violet and red hatched black respectively on the plans annexed hereto.
“Occupation Permit”	A temporary or permanent occupation permit issued by the Building Authority in respect of the Development.
“Owner”	The term “Owner” under this Deed shall have the same meaning as defined in Section 2 of the Building Management Ordinance (Cap.344) and also includes 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 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”	Parking spaces situated at the Carpark which includes the Commercial Car Parking Space(s), the Commercial Motor Cycle Parking Space(s), the Residential Car Parking Space(s) and the Residential Motor Cycle Parking Space(s) (but excluding the parking spaces which form part of the Government Accommodation), which said parking spaces are designated as such on the carpark layout plan(s) approved by the Building Authority and “Parking Space” shall be construed accordingly and for the avoidance of doubt, shall exclude such parking spaces forming part of the Common Areas.
“Pedestrian Walkway”	The pedestrian walkway or walkways together with such escalators, passenger lifts, staircases, ramps or such other structures or structures provide or to be provided in accordance with Special Condition No.(46)(a) of the Conditions.

“Phase”	A phase of the Development in the context of the Development being constructed in phases.
“Phase 1”	The first phase of the Development consisting of (inter alia) Towers 1, 2, 9 and 10 constructed or to be constructed on the podium structure of the Development and part of the podium comprising, inter alia, part of the Carpark, part of the Club House, the Commercial Accommodation, the Government Accommodation and such parts of the Common Areas and Common Facilities therein constructed or erected in accordance with the Approved Plans and in respect of which consent to assign has been issued by the Director of Lands.
“Phase 1 Common Areas”	Those parts of the Carpark Common Areas, Commercial Common Areas, Residential Common Areas and Development Common Areas in Phase 1 of the Development.
“Phase 1 Common Facilities”	Those parts of the Carpark Common Facilities, Commercial Common Facilities, Residential Common Facilities and Development Common Facilities in Phase 1 of the Development.
“RCHE facilities”	Mean and include the Residential Care Home and the spaces for the parking and loading and unloading of motor vehicles in accordance with Special Condition Nos.(54)(b)(i)(II) and (55)(a)(iii) respectively of the Conditions.
“RCHE Parking Space”	Each of the two parking spaces in the Development for motor vehicles provided pursuant to Special Condition No.(54)(b)(i)(II) of the Conditions.
“Residential Accommodation”	Those parts of the Development erected or in the course of erection on the Land intended for residential use in accordance with the Approval Plans and for the avoidance of doubt shall include the Residential Common Areas and the Residential Common Facilities and for the purpose of this Deed shall exclude the Residential Care Home.
“Residential Car Parking Space(s)”	Those parking space(s) in the Development for motor vehicles provided pursuant to Special Condition No.(54)(a)(i) of the Conditions.
“Residential Care Home”	The residential care home provided or to be provided in the Development in accordance with Special Condition No.(33)(a)(i) of the Conditions.
“Residential Common Areas”	Those areas as shown and coloured yellow and yellow hatched black on the plans certified as to their accuracy by or on behalf of the Authorized Person and annexed hereto which include [the Club House, logistic rooms, mailboxes, the covered landscape areas and covered play areas and covered walkways on 5 <sup>th</sup> Floor, planters, voids, intermediate booster and fire services pump rooms, flushing and potable sump pump rooms, telecommunications and broadcasting rooms, potable and flushing water up-feed pump rooms, pump rooms, switch room, lift lobbies, the loading and unloading spaces provided pursuant to Special Condition No.(55)(a)(i) of the Conditions, staircases, air-handling unit rooms, air-conditioning chiller plant room, swimming pool heat pump room, covered landscape, store rooms, water feature structure, pipe rooms, refuge floor, lift machine rooms, lift platforms, drencher pump rooms, pipe duct rooms, air-conditioning platforms, the external walls (including, for the avoidance of doubt, non-structural prefabricated external walls) and canopies of the Residential Accommodation, roofs, immediate roofs,



top roofs, acoustic fins, architectural fins and flat roofs of the Residential Accommodation (other than those held or intended to be held with a Flat), Visitors' Parking Spaces] and any other area serving the Residential Accommodation and not intended to be exclusively used by any one of the Owners of the 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 Residential Common Areas, PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in Section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in the 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 covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas but shall not include the Carpark Common Areas, the Commercial Common Areas and the Development Common Areas.

"Residential Common Facilities"

The facilities serving the Residential Accommodation and not intended to be exclusively used by any one of the Owners of the 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 and any other services are supplied to the Residential Accommodation or any part or parts thereof;
- (b) all the facilities in the refuge floors, pump rooms, Club House, lift and lift machine rooms, lift pits and flushing water tank room in the Residential Accommodation;
- (c) all facilities serving only the Visitors' Parking Spaces;
- (d) the close circuit television system serving the Residential Accommodation; and]
- (e) 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 Residential Common Facilities.

but excluding the Carpark Common Facilities, the Commercial Common Facilities and the Development Common Facilities.

"Residential Motor Cycle Parking Space(s)"

Those parking space(s) in the Development for motor cycles provided pursuant to Special Condition No.(54)(d)(i)(I) of the Conditions.

"Slopes and Retaining Walls"

The slopes, slope treatment works, retaining walls or other structures within or outside the Land and the Development (if any) which are required to be maintained and carried out by the Owners (excluding F.S.I. as the Owner of the Government Accommodation) 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.
“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.
“Special Fund”	The special fund established and maintained by the Manager pursuant to Clause (10) in Subsection (D) of Section V of this Deed.
“Subsequent Phase(s)”	The subsequent phase(s) of the Development including (inter alia) residential towers constructed or to be constructed on the podium structure of the Development and part of the podium with, inter alia, part of the Carpark and such parts of the Common Areas and Common Facilities therein constructed or to be constructed in accordance with the Approved Plans, the location or footprint of which subsequent phase(s) are shown hatched black on the Ground Floor Plan, Mezzanine Floor Plan, Level 1 Floor Plan, Level 2 Floor Plan, Level 3 Floor Plan, Level 5 Floor Plan, Level 5M Floor Plan and 6 <sup>th</sup> Floor Plan annexed hereto.
“Tower”	A tower block constructed as part of the Residential Accommodation and “Towers” shall be construed accordingly.
“Transport Interchange”	The transport facilities including but not limited to taxi or private car layby, shuttle bus station, coaches stop/station, mini-bus stop/station, franchised bus stop and ancillary facilities together with ramps, fittings, fixtures, lighting fittings and any other ancillary services and installations provided or to be provided in accordance with Special Condition No.(34)(a) of the Conditions.
“Unbuilt Airspace”	Any part or parts of the Airspace not used for provision and construction of the Bridge (which said part or parts is/are also defined as “the Unbuilt Airspace” in Special Condition No.(42) of the Conditions).
“Undivided Share”	Any one of the Undivided Shares.
“Undivided Shares”	All those 4,952,850 equal undivided parts or shares of and in the Land and the Development as set out in Part I of the First Schedule hereto.
“Unit”	The Government Accommodation, the Commercial Unit, a Flat, a Parking Space 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 may be allocated and of which the Owner, as between such Owner and Owners or occupiers of other parts of the Development, is entitled to the exclusive possession, and shall have the same definition as “flat” under the Building Management Ordinance (Cap.344).
“Visitors' Parking Space(s)”	The visitors' parking spaces of the Development for the parking of private motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Flats pursuant to Special Condition No.(54)(a)(ii) of the Conditions.
“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 the Land or is in the course of developing the Land in accordance with the Approved Plans and has constructed 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 4,952,850 Undivided Shares which have been allocated in manner set out in the Part I of 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 4,952,850 <sup>th</sup> parts or shares of and in the Land and the Development together with the full and exclusive right and privilege to hold use occupy and enjoy All That [ ] on the [ ] of [ ] 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 the terms of this Deed.

NOW THIS DEED WITNESSETH as follows :-

#### SECTION I

The Registered Owner to have exclusive use of the Development except only [ ] and the Common Areas	(1)	The Registered Owner shall at all times hereafter subject to and with the benefit of the Conditions 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 [ ] of the Development assigned to the First Purchaser and (b) the Common Areas 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 [ ]	(2)	The First Purchaser shall at all times hereafter subject to and with the benefit of the Conditions insofar as they relate thereto have the full and exclusive right and privilege to hold use occupy and enjoy All That the said [ ] 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 shall be deemed to be common areas for the benefit of the Owners which areas 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 Commercial Common Areas shall be deemed to be common areas for the benefit of the Owners of the Commercial Accommodation which areas may, subject to the provisions hereof, be used by each Owner of the Commercial Accommodation in common with all the Owners or occupiers for the time being of the Commercial Accommodation or any part thereof for all purposes connected with the proper use and enjoyment of their respective parts of the Commercial Accommodation.</p> <p>(c) The Residential Common Areas shall be deemed to be common areas for the benefit of the Owners of the Residential Accommodation which areas may, subject to the provisions hereof, be used by each Owner of the Residential Accommodation in common with all the Owners or residents or occupiers 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>(d) The Carpark Common Areas shall be deemed to be common areas for the benefit of the Owners of the Parking Spaces which areas may, subject to the provisions hereof, be used by each Owner of the Parking Spaces in common with all the Owners or occupiers for the time being of the Parking Spaces or any part thereof for all purposes connected with the proper use and enjoyment of their respective Parking Spaces.</p>
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 covenants etc.	(5)	The Owners shall at all times hereafter be bound by and shall observe and 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 (Cap.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, 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.

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| 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.  |
| Comply with the Conditions   | (8) | Each and every Owner and the Manager covenant with each other that they 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) | <p>(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:-</p> <p>(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 (other than any Unit sold or assigned by the Registered Owner) 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 :-</p> <p>(a) the Registered Owner shall have no right to enter into those Units assigned by the Registered Owner;</p> <p>(b) the Registered Owner shall have no right to enter into the Government Accommodation unless entry into the Government Accommodation is unavoidable, when in that event it shall be subject to prior reasonable notice and least disturbance being caused and an indemnity for costs and expenses incurred for any damage caused to the Government Accommodation;</p> <p>(c) 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;</p> <p>(d) the Registered Owner shall ensure that such works shall be carried out without any delay and negligence and the least disturbance and</p> |

inconvenience will be caused;

- (e) the Owners' rights to hold, use, occupy and enjoy their Units shall not be adversely affected; and
  - (f) access to and from the Units shall not be impeded or restricted.
- (ii) The right to change, amend, vary, add to or alter the Approved Plans existing at the date thereof relating to the uncompleted Phases of the Development and/or those parts of the Development not yet assigned by the Registered Owner 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 any such addition to, change, amendment, variation or alteration of the Approved Plans aforesaid shall not affect the rights and interest of the Owners in the enjoyment of their Units And 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 unreasonably affect an Owner's rights and interest in the Development and Provided Further that the exercise of such right shall not affect any Unit not held by the Registered Owner AND PROVIDED FURTHER THAT nothing herein contained shall absolve the Registered Owner from the requirements of obtaining the prior written consent of F.S.I. in the event that the Government Accommodation is directly affected (G.P.A. as representative of F.S.I. shall in its sole discretion determine whether or not the Government Accommodation is directly affected) AND PROVIDED FURTHER THAT no such change, amendment, variation, addition or alteration shall have an adverse effect on the continuous use, operation and enjoyment of or access to and from the Government Accommodation or the services and facilities supplying or serving the Government Accommodation AND PROVIDED FURTHER THAT any amendment to the Master Layout Plan (if any) should not affect the Government Accommodation. For the avoidance of doubt, the right to amend, vary, alter plans should not impede or restrict access to or from the Government Accommodation, and require approval of the Owner of the Government Accommodation if it directly affects the Government Accommodation. G.P.A. shall in its sole discretion determine whether or not the Government Accommodation is directly affected.
- (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 think 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 unreasonably affect the enjoyment of the Development by the other Owners or the occupiers of the Units owned by such Owners and shall not unreasonably 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 AND Provided Further that no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation AND PROVIDED FURTHER THAT no advertising structures whatsoever (illuminated or not) shall be installed or affixed in the Residential Common Areas.

- (iv) 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 Conditions and subject to the prior approval by resolution of Owners at an Owners' meeting convened under this Deed 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) 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 and Provided That the exercise of the right under this sub-clause shall be subject to the approval by resolution of Owners at an Owners' meeting under this Deed unless the amendment variation or modification relate only to the development of the Subsequent Phase(s) and Provided Further That :-

- (a) the prior written approval of the Owner of the Government Accommodation shall be obtained if such amendment, modification, waiver, alteration, variation or addition to the terms and conditions of the Conditions are in the opinion of G.P.A. directly affect the Government Accommodation; and
  - (b) such amendment, modification, waiver, alteration, variation or addition to the terms and conditions of the Conditions shall not be prejudicial to the rights of the Owner of the Government Accommodation in the use and enjoyment of and access to and from the Government Accommodation and must not result in the Owner of the Government Accommodation being liable for any premium payable for any amendments, modification, waiver, alteration, variation or addition to the terms and conditions of the Conditions save that the Owner of the Government Accommodation may agree to pay that portion of the premium payable for any amendments, modification, waiver, alteration, variation or addition to the terms and conditions of the Conditions are in the opinion of G.P.A. directly benefits the Government Accommodation but not otherwise.
- (vi) Subject to the prior approval by resolution of the Owners at an Owners' meeting convened under this Deed to the exercise of the following right and for the purpose of supplying services to the Land, the right



and full power at all times hereafter to enter into and upon all parts of the Land (including but not limited to the roofs and flat roofs) other than those parts of which the exclusive rights to use have been assigned to individual Owners 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 Provided That all income arising from exercising the rights under this clause shall be credited to the Special Fund. The right of the Registered Owner to enter the Land 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 Land 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 unreasonably affected;
  - (e) access to and from the Units shall not be impeded or restricted; and
  - (f) no such apparatus structures and/or other equipment shall be installed or affixed onto the external walls of the Government Accommodation.
- (vii) Subject to the approval of 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 Commercial Common Areas or Residential Common Areas or Development Common Areas or Carpark 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 Commercial Common Areas or Residential Common Areas or Development Common Areas or Carpark 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 Commercial Common Areas or the Residential Common Areas or Development Common Areas or Carpark Common Areas (as the case may be) aforesaid as if they were part of Commercial Common Areas or the Residential Common Areas or Development Common Areas or Carpark 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 PROVIDED FURTHER THAT such designation shall not in the opinion of G.P.A. affect the proper use occupation and enjoyment of the Government Accommodation and PROVIDED FURTHER THAT notwithstanding anything herein contained no such approval by a resolution of Owners shall be required for the designation of any part of the Commercial Accommodation to be additional or part of the Commercial Common Areas by Sub-Deed(s) in respect of the Commercial Accommodation or any part or parts thereof pursuant to Clause (9)(a)(viii) of this Section and allocation, reallocation or sub-allocation of Undivided Shares to the Common Areas by the Registered Owner pursuant to Clause (9)(a)(xvi) of this Section.

- (viii) Subject to the approval of the Director of Lands unless he shall have, in his absolute discretion, waived the requirement of such approval, 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 other Owners bound by this Deed and any other previous Sub-Deed.
- (ix) The right to assign the Undivided Shares relating to the Common Areas to the Manager, without consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares shall be held by the

Manager as trustee for all the Owners and if the Manager shall resign or be wound up or is removed and another manager appointed in its stead in accordance with the provisions of this Deed, then the liquidator or the outgoing Manager shall assign such Undivided Shares to the new manager to hold as such trustee as aforesaid Provided Always that nothing herein contained shall in any way fetter or diminish the rights, powers, authorities, entitlements, duties and obligations of the Manager contained in this Deed or any relevant Sub-Deed Provided Further that the Manager shall not be required to pay any contribution to Management Expenses in respect of the Undivided Shares relating to the Common Areas.

- (x) For so long as the Registered Owner retains any Undivided Share, the right to change the name of such parts of the Development (except the name of the Government Accommodation) held by the Registered Owner and to change the description and/or numbering of any building in the Development or any part thereof held by the Registered Owner (other than the Government Accommodation) after giving to the Manager and the Owners not less than two months' notice.
- (xi) The right to assign to the F.S.I. the Government Accommodation in manner provided in Special Condition No.(27) of the Conditions.
- (xii) Subject to the approval of the relevant government authorities (if required), at any time hereafter and from time to time to change the user of any part or parts of the Development owned by the Registered Owner so long as the rights and interest of other Owners shall not be adversely affected and PROVIDED THAT the Conditions are not contravened and subject to the provisions of this Deed.
- (xiii) The right to dedicate to the public any part or parts of the Land and the Development (excluding the Government Accommodation) vested in the name of the Registered Owner for the purpose of passage with or without vehicles or in such manner as the Registered Owner shall in its absolute discretion deem fit PROVIDED THAT in making such dedication the Registered Owner shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or unreasonably impede or restrict an Owner's right of access to and from his part of the Development.
- (xiv) Subject to the approval by resolution of Owners at an Owners' meeting convened under this Deed, the right to adjust or re-align the boundary of the Land and to negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender,

extension or regrant PROVIDED THAT such adjustment or re-alignment shall not adversely affect the right of the Owners to hold, use, occupy and enjoy their respective parts of the Development AND PROVIDED FURTHER THAT the exercise of the right conferred under this clause shall not impede the access of the Units of the other Owners and that all income arising from exercising the rights under this clause shall be credited to the Special Fund.

(xv) Subject to the prior approval of the Director of Lands, to redesignate or redistribute any Undivided Shares retained by the Registered Owner in the Development and allocated to any particular part of the Development the exclusive use of which is retained by the Registered Owner and the Management Shares attached thereto, to any other part of the Development of which it has exclusive use and without prejudice to the generality of the foregoing, the full and unrestricted right to allocate and/or reallocate and/or sub-allocate the Undivided Shares reserved under this Deed to the Subsequent Phase(s) or any part or parts thereof and the Management Shares attached thereto as the Registered Owner shall deem fit PROVIDED THAT :-

(i) The redesignation or redistribution of the Undivided Shares and/or Management Shares shall not affect the proportion of Undivided Shares and/or Management Shares allocated to the Government Accommodation;

(ii) the basis for the redesignation redistribution reallocation and sub-allocation of Undivided Shares shall be subject to the approval of the Director of Lands; and

(iii) After the completion of the whole Development all those Undivided Shares reserved to the Subsequent Phase(s) under this Deed which shall not have been so allocated shall be designated by the Registered Owner as part of the Undivided Shares of the Common Areas and shall be assigned by the Registered Owner to the Manager free of costs or consideration to be held on trust for all the Owners.

(xvi) Subject to the prior approval of the Director of Lands, to allocate and re-allocate Undivided Shares to any particular Phase of the Development or any part thereof after completion of its construction and to each Unit and the Common Areas and to allocate and re-allocate Management Shares to each Unit necessitated by any change in gross floor area PROVIDED THAT the allocation or reallocation of Undivided Shares shall not affect the proportion of

Undivided Shares allocated to the Government Accommodation.

- (xvii) Subject to the prior approval of the Director of Lands, to adjust the number of the Management Shares and/or the Undivided Shares into which the Land and the Development shall all be notionally divided and the fraction which each Undivided Share bears to the whole, if such adjustment shall be required due to any change in the building design and/or amendment to the Approved Plans PROVIDED THAT such adjustment shall not affect any Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or the Government Accommodation or the proportion of the Undivided Shares allocated to the Government Accommodation. In the event of any such adjustment, it will be recorded in a deed and registered in the Land Registry within one month from the date of such adjustment.
- (xviii) Subject to the approval by resolution of Owners at an Owners' meeting convened under this Deed, to construct, maintain, repair and refurbish footbridges and/or pedestrian ways or paths and walkways whether or not linking the Land and the Development with any adjoining or neighbouring lots and/or developments PROVIDED THAT the exercise of the right of the Registered Owner under this Sub-clause shall not affect the proper use and enjoyment of the Government Accommodation and shall not impede or restrict the access to or from the Government Accommodation.
- (xix) Subject to the approval of the relevant government authorities, at any time hereafter and from time to time to change, amend, vary, add to or alter the plans of any part or parts of the Development owned by the Registered Owner, to determine or change or alter the number of Units and/or parking spaces in the Development (as the case may be) to be included, constructed or erected in or on the Subsequent Phase(s) of the Development, to determine or change or alter the phasing of the development of the Subsequent Phase(s), to change or alter the location and/or the areas and/or users of such part or parts of the Development owned by the Registered Owner without the concurrence or approval of any other Owner PROVIDED THAT the right of other Owners to the exclusive use and enjoyment of such part or parts of the Development owned by them and the access to and from such part or parts shall not be adversely affected and PROVIDED FURTHER THAT the exercise by the Registered Owner of its right under this Sub-clause shall not affect the proper use and enjoyment of the Government Accommodation and shall not impede or restrict the access to or from the Government Accommodation.

- (xx) At all times hereafter but subject to and with the benefit of the Conditions and this Deed insofar as they relate thereto, the full and unrestricted right without interference by the Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares retained by the Registered Owner (other than the Undivided Shares in respect of the Common Areas) and to allocate and from time to time to re-allocate the Undivided Shares so retained by the Registered Owner to any of the Units within the Development PROVIDED THAT such allocation or re-allocation shall be subject to the approval of the Director of Lands and PROVIDED FURTHER THAT the total number of Undivided Shares for each such part remains unchanged, and to assign, mortgage, charge, lease, license or franchise the full and exclusive right and privilege to hold, use, occupy and enjoy any such premises with the Development PROVIDED THAT such dealings shall not contravene the terms and conditions of the Conditions and shall not affect the proportion of Undivided Shares allocated to the Government Accommodation.
- (xxi) The right to carry out all necessary demolition and construction works in connection with any future development or redevelopment of the Registered Owner's Premises and/or any part or parts thereof PROVIDED THAT such demolition and construction works shall not interfere with an Owner's exclusive right to hold, use and occupy the part of the Development or of the Land which he is entitled or restrict the access to or from such part or parts; affect the proper use and enjoyment of the Government Accommodation; or impede or restrict the access to or from the Government Accommodation and PROVIDED THAT it shall exercise all reasonable care to minimize noise, vibration, dust and other forms of disturbance to other occupiers of the Development and without prejudice to the generality of the foregoing, it is recognized that (i) the Registered Owner may use the Common Areas and the Common Facilities as means of transport and passage of building materials and equipment; (ii) all demolition or construction areas adjoining any part or parts of the Development must be properly enclosed by the Registered Owner at his own cost during the period of demolition or construction; and (iii) all reasonable safety precautions in relation to such works must be taken by the Registered Owner at his own cost to prevent any objects falling or being dumped from the demolition and/or construction areas or any electrical installations and circuits of the Development being overloaded or any disturbance or damage being caused to the other parts of the Development AND PROVIDED THAT the Registered Owner shall promptly make good any damage or loss to the other

part or parts of the Development that may be caused by or arise from such demolition or construction works AND PROVIDED FURTHER THAT the exercise by the Registered Owners of its rights under this Sub-clause shall not affect the Government Accommodation or the services and facilities supplying or serving the Government Accommodation or impede or restrict access to and from the Government Accommodation AND PROVIDED FURTHER THAT approval of the Owner of the Government Accommodation shall be required if the exercise by the Registered Owners of this right directly affect the Government Accommodation and G.P.A. shall in its sole discretion determine whether or not the Government Accommodation is directly affected.

- (xxii) Notwithstanding any provisions to the contrary herein contained, the right to enter into and upon all parts of the Land and the Development except those parts exclusively owned by another Owner with all necessary equipment, plant and materials for the purposes of demolishing any existing buildings or structures on the Registered Owner's Premises and/or any part or parts thereof and/or of constructing such other buildings or structures thereon or thereunder or on top of the roof or podium of any existing buildings erected on the Registered Owner's Premises and may, for such purposes, carry out all such works in, under, on or over the Land and the Development as it may from time to time see fit. The right of the Registered Owner to enter the Land and the Development (excepted as aforesaid) to carry out such works shall extend equally to all necessary contractors, agents, worker and other persons authorized by the Registered Owner. The Registered Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Land and the Development (other than those parts of the Development the exclusive right to hold use occupy and enjoy of which is owned by any other Owner(s)) that the Owners, their tenants, servants, agents or licensees may or may not use while such works are being carried out PROVIDED THAT the exercise of such right shall not interfere with an Owner's exclusive right to hold, use and occupy the part of the Development which he is entitled or unreasonably impede or restrict the access to and from any such part AND PROVIDED THAT the Registered Owner shall promptly make good any damage or loss that may be caused by or arise from such construction or demolition works.
- (xxiii) The right to determine as to the time when and as to the place where and as to the manner how and whether to proceed with the said construction or demolition works in connection with any future development or redevelopment of the Registered Owner's Premises

and/or any part or parts thereof with power to postpone such works as to the Registered Owner shall deem fit.

- (xxiv) The exclusive right and privilege to hold, use, occupy and enjoy and to receive the rents and profits from the space, other buildings or structures to be erected on or in replacement of the Registered Owner's Premises and to sell, assign, mortgage or otherwise dispose of or deal with such buildings or structures and the Undivided Shares to be allocated thereto subject to the Conditions and this Deed.
- (xxv) Subject to the prior approval of the Director of Lands, the right to allocate or re-allocate the Undivided Shares attributable to the Registered Owner's Premises or any part thereof to different parts of the new buildings or structures to be erected on or in replacement of the Registered Owner's Premises in such manner as it deems fit PROVIDED THAT the Registered Owner's exercise of its right under this Sub-clause shall not affect the proportion of Undivided Shares allocated to the Government Accommodation.

PROVIDED THAT the rights of the Registered Owner mentioned in this Clause (9)(a) shall be subject to the rights and privileges of F.S.I. and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to F.S.I. in this Deed and the Conditions.

- (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. Any payment received for such approval shall be credited to the Special Fund. Subject to the Registered Owners' rights to designate Common Areas for the Subsequent Phase(s) by a Sub-Deed(s) in respect thereof with the approval of the Director of Lands, 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 PROVIDED THAT the



(d) Every assignment of any Unit (save and except the Government Accommodation) shall contain a covenant in substantially the following terms : “The Purchaser acknowledges the rights conferred on City Success Limited (“City Success”) under Clause (9)(a) of Section I of a Deed of Mutual Covenant incorporating Management Agreement dated the [ ] . The Purchaser hereby appoints City Success to be its attorney and grants unto City Success 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 deed 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 City Success as aforesaid.”

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- (14) F.S.I. as Owner of the Government Accommodation shall not be liable for payment of management deposits, capital equipment fund (including Special Fund), insurance premium, debris removal fee, interest and penalty charges on late or default in payment of management and maintenance charges or payment of a like nature.
- (15) Any consent that the Owner of the Government Accommodation may be required to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge.

## SECTION II

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

#### (A) Units other than the Government Accommodation

Owner to have benefit  
of easements

The Owners of Undivided Shares and Units other than the Government Accommodation 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 such 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  
Commercial Common  
Areas and  
Commercial Common  
Facilities

(b) Full right and liberty for the Owner(s) of the Commercial 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 Commercial Common Areas for all purposes connected with the proper use and enjoyment of the Commercial Unit and to use the Commercial Common Areas and the Commercial Common Facilities in accordance with this Deed.

Right to use  
Residential Common  
Areas and Residential  
Common Facilities

(c) Full right and liberty for the 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 Residential Common Areas for all purposes connected with the proper use and enjoyment of his Flat and to use the Residential Common Areas and the Residential Common Facilities in accordance with this Deed.

Right to use Carpark  
Common Areas and  
Carpark Common  
Facilities

(d) (i) Full right and liberty for the Owner of a Parking Space 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 Carpark Common Areas for all purposes connected with the proper use and enjoyment of his Parking Space and to use the Carpark Common Areas and the Carpark Common Facilities in accordance with this Deed.

- (ii) Full right and liberty for the 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 Carpark Common Areas for all purposes connected with the proper use and enjoyment of the Visitors' Parking Space(s) forming part of the Residential Common Areas and to use the Carpark Common Areas and the Carpark Common Facilities in accordance with this Deed.
- Right to support

  - (e) 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.
- Passage of water etc.

  - (f) The free and uninterrupted passage and running of water, sewage, gas, electricity and other services from and to the Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Land and the Development for the proper use and enjoyment of the Unit.
- Right to enjoy recreational facilities

  - (g) Full right and liberty for the resident of a Flat and his bona fide visitors to use, the Club House 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.

PROVIDED THAT such easements rights and privileges shall be subject to the rights and privileges of F.S.I. and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to F.S.I. in this Deed and terms and conditions of the Conditions.

- Right to go through the Commercial Unit

  - (h) Full right and liberty for the Owners of the Commercial Car Parking Spaces, the Commercial Motor Cycle Parking Spaces and the RCHE Parking Spaces their servants, agents, tenants, lawful occupants and licensees (in common with all persons having the like right) to go to, pass and repass over and along such part or parts of the Commercial Unit designated by the Owner(s) of the Commercial Unit to gain access to and for the proper enjoyment of the Commercial Car Parking Spaces, the Commercial Motor Cycle Parking Spaces and the RCHE Parking Spaces.

(B) Government Accommodation

- (1) There are reserved unto the F.S.I., its lessees, tenants, licensees and persons authorized by it and the Owner or occupier for the time being of the Government Accommodation the following rights privileges and easements subject to the Conditions and this Deed :-

  - (a) the right of shelter support and protection for the Government Accommodation;

- (b) the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the term agreed to be granted under the Conditions laid on or running through the Land or any part thereof or the Development or any part thereof;
- (c) the right at its own cost to alter, divert, vary, relay or reinstate any of the Government Accommodation Service at any time at its absolute discretion without any charge by the Owners and without having to obtain the consent or approval of any Owner or the Manager PROVIDED THAT proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Service so as to ensure that no damage is caused to the services and facilities within the Land and serving any or all those part(s) of the Development on the Land other than the Government Accommodation;
- (d) the right to go pass and repass over and along and to use the common parts of the Land or the Development in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any common facilities within the Land or the Development;
- (e) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Land or any part of the Development for the purposes of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, addition, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Service or any part thereof;
- (f) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director of Lands;
- (g) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as F.S.I. shall deem fit and the right of access over the Land or any part of the Development with or without servants, workmen and others and with or without vehicles, plant, equipment, machinery and material for the purposes of inspecting, installing,

erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;

- (h) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on in or to the roof slabs, walls and other structural elements of the Government Accommodation;
- (i) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the Land or any part of the Development with or without servants, workmen and others and with or without vehicles, plant, equipment, machinery and material;
- (j) such other rights privileges and easements as may be deemed necessary or desirable by the Director of Lands.

The exercise of the rights, privileges and easements contained in this Clause shall not be subject to any permission, approval or consent of the Manager or any Owner.

- (2) The Government or F.S.I. reserves the right to alter or vary at any time the use of the Government Accommodation or any part thereof in its absolute discretion without having to obtain the approval or consent of any Owner or the Manager.
- (3) The Owner of the Government Accommodation his servants, agents, tenants, lawful occupants and licensees shall have the full right and liberty (in common with all persons having the like right) to go to, pass and repass over and along such part or parts of the Commercial Accommodation designated by the Owner(s) of the Commercial Accommodation to gain access to and for the proper enjoyment of the Government Accommodation.
- (4) The Owner of the Government Accommodation shall have the right to affix signages of lettering type for the Government Accommodation at such parts of the surfaces of the external walls of the Development shown coloured orange hatched black on the Elevation Plans 1 and 5 attached hereto and to display banners at such parts of the surfaces of the external walls of the Development shown coloured orange cross-hatched black on the Elevation Plans 1 and 5 attached hereto and to remove repair maintain and replace such signages and banners.

(C) Provisions Applicable to All Owners

Right to enter and

- (1) The Owner of Undivided Shares and Units in the Development

repair or maintain

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 (1) ("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 (1);
- (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

PROVIDED FURTHER THAT the right of entering the Government Accommodation shall be exercisable only where entry is unavoidable.

- (2) Each Owner may with the prior written approval of the Owner of the Government Accommodation (except in case of emergency) enter into and upon the Government Accommodation or any part thereof for maintenance and repair purposes and in such event the Owner shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation.

### SECTION III

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

##### (A) Units other than the Government Accommodation

Owner to hold subject to easement etc.

Easements rights and privileges subject to which each Undivided Share and Unit other than the Government Accommodation 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 repair to the Development or any part or

parts thereof or to abate any hazard or nuisance which does or may affect other Owners or inspecting, examining and maintaining 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 or parts thereof Provided that the Manager shall ensure that the least disturbance is caused and shall be liable for and shall at his own expense make good any damage so caused and shall be liable for 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.

Reciprocal  
easements rights

(2) Easements rights and privileges over along and through each Unit equivalent to those set forth in Subsection (A) of Section II of this Deed. 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 in accordance with the provisions of this Deed.

(3) Easements, rights and privileges reserved unto the Owner of the Government Accommodation under Subsection (B) of Section II of this Deed.

(B) Government Accommodation

Easements, rights and privileges subject to which each Undivided Share and the exclusive right to hold, use, occupy and enjoy the Government Accommodation is held :-

(1) The Manager shall have the right at all reasonable times on reasonable notice serve upon the Owner of the Government Accommodation and with the prior written approval of the Owner of the Government Accommodation (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon the Government Accommodation or any part or parts thereof for the purposes of carrying out necessary repairs to the Development or any part or parts thereof or to abate any hazard or nuisance which does or may affect other Owners or inspecting, examining, maintaining, repairing and improving the Government Accommodation or the Items or the Development or any part or parts thereof or any of the Common Facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part of parts thereof PROVIDED THAT the Manager shall ensure that the least disturbance is caused and shall be liable for and shall at his own expense make good any damage so caused by the Manager or by the Manager's staff and shall be liable for the negligent, wilful or criminal acts of the Manager or of the Manager's staff, employees, agents, surveyors, workmen or contractors to the Government Accommodation or any part or parts thereof and reinstate the same causing the least disturbance.

(2) Easements, rights and privileges over, along and through the Government Accommodation equivalent to those set forth in

Subsections (A) and (C) of Section II of this Deed. 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 in accordance with the provisions of this Deed.

(C) Provisions Applicable to All Owners

- (1) Easements, rights and privileges over along and through each Unit equivalent to those set forth in Clauses (1) and (2) in Subsection (C) of Section II of this Deed.
- (2) Easements rights and privileges reserved unto the Registered Owner under Clause (9)(a) of Section I of this Deed.
- (3) Subject always to the provisions of this Deed, the Manager shall have full right and authority to manage all of the Common Areas and the Common Facilities in accordance with the provisions of this Deed, subject to the provisions of the Building Management Ordinance (Cap.344). Should there be any damage to any of the Common Areas or the Common Facilities caused by the negligent or wilful acts or omission of any Owner or his licensees, agents or servants, the Manager shall be entitled to require such Owner to and such Owner shall remedy the damage or procure such remedy at the expense of such Owner.
- (4) The full rights and privileges of the Director of Lands and his officers, contractors and any other persons authorized by him, of ingress, egress and regress to, from and through the Land or any part thereof or the Development or any part thereof for the purpose of inspecting, checking and supervising any works to be carried out under the Conditions.
- (5) The easements rights or privileges as set out in the Conditions and, in particular, Special Condition No.(40)(e)(i), Special Condition No.(46)(c) and Special Condition No.(62) of the Conditions.
- (6) The Director of Highways and other Government departments as may be determined by the Director of Lands whose decision in this regard shall be final, his or their officers, contractors, workmen and other persons authorized by him or them with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress to, from and through the Unbuilt Airspace at all times without interruption for the purpose of carrying out any works in respect thereof or thereat in relation to the inspection, operation, maintenance, repair, renewal, replacement and alteration of the gantry including its associated lightings thereat or otherwise.

SECTION IV

COVENANTS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED  
BY THE OWNERS



To Notify Manager of change of ownership	(1)	Every Owner shall notify the Manager of any change of his ownership within one month from the date of the Assignment in respect 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 shall be made 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	(9)	Each Owner shall maintain in good repair and condition to the satisfaction

repair		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 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)	Subject to the rights of the Registered Owner and the Owner of the Government Accommodation under this Deed, no Owner shall erect any private aerial and/or television antenna outside any part of his Flat but may connect to the communal aerial and/or television antenna installed in the Development with the permission of the Manager 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 and the Owner of the Government Accommodation under this Deed, 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 and the Owner of the Government Accommodation under this Deed, 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 Carpark 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 Carpark Rules.
Not to cause damage by installation and removal of fixtures	(20)	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 and Provided further that all permits or consents from Government authorities as required in respect of such additions, improvements, or other work have been obtained. In the event that any Owner shall install or erect any addition or improvements without having obtained all necessary permits and consents the Manager shall be entitled to remove the same at the costs of such Owner and the Owner shall indemnify the Manager and all other Owners in respect of any costs, damages, claims or expenses arising out of or in connection with such work.
Hanging of Laundry	(21)	No clothing or laundry shall be hung outside the Residential Accommodation or any part of the Development other than in the spaces specifically provided for such purpose.
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 the Residential Accommodation or any part of the Development may be clogged or the efficient working thereof may be impaired.
User	(23)	<p>(a) Subject to Clause (23)(b) of this Section IV, 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, dance hall, music hall, 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.</p> <p>(b) The Residential Care Home shall be permitted to be used as a residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, Cap.459, any regulations made thereunder and any amending legislation.</p>
Recreational Facilities	(24)	The Club House 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 other than the Owner of the roof (including flat roof) or part thereof shall have the right to use the roof (including flat roof) or part thereof (save and except in case of fire and emergency). No Owner (unless such right has been reserved by such Owner under this Deed) 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 Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other authority and/or which may in any way impede the free and uninterrupted passage over through and along any of the Common Areas.
No advertising or signs	(27)	Subject to the right of the Registered Owner and the Owner of the Government Accommodation under this Deed, 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)	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.
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)	No Owner shall bring on to or keep any livestock, birds, poultry, or animals on any part of the Development PROVIDED THAT, subject to relevant Ordinances and regulations thereunder prevailing at the time in Hong Kong, (i) live poultry, birds or animals may be kept in a Flat unless the same has been the cause of reasonable complaint (in the sole discretion of the Manager) by Owners or occupiers of at least two (2) Units of the Development, (ii) dogs, cats and birds and other animals with the prior written consent of the Manager may be kept in any part of the Commercial Unit operating as a pet shop, and (iii) any part of the Commercial Unit operating as a restaurant may keep such livestock, poultry or animals in such reasonable quantities and of such type as are appropriate in relation to its business.
Debris Removal Fee	(31)	Notwithstanding any other sums payable by each Owner under the provisions of this Deed, each Owner being the first assignee of his Flat and before he is given possession of his Flat shall pay to the Manager in respect of each of such Flat a non-refundable and non-transferable sum equivalent to 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 Special Fund. The Registered Owner shall

make the payment described in this Clause (31) in respect of the 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 execution hereof 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. For the avoidance, the Owner(s) of the Commercial Unit shall be responsible for removing from the Development any debris or rubbish which may accumulate as a result of the initial fitting-out of the Commercial Unit at its own costs and expenses.

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| User of Parking Spaces, etc.                 | (32) | The Parking Spaces, the Visitors' Parking Spaces and the RCHE Parking Spaces in the Development 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.   |
| No unlawful parking                          | (33) | No Owner shall park a motor vehicle or motor cycle in any part of the Development other than in his own Unit in the Carpark and the RCHE Parking Spaces or such part of the Development (if any) designated by the Manager for such purpose.  |
| Roof not to be disposed separately from Unit | (34) | No Owner of any roof (including flat roof) or any portion thereof 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 a Unit adjacent thereto and/or immediately therebelow and the Undivided Shares allocated thereto. |
| Works and Installations                      | (35) | 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 including such of the Works and Installations forming part of their respective Units.   |
| Maintenance of Slopes and Retaining Walls    | (36) | 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 Maintenance Manual(s) (if any) for the Slopes and Retaining Walls (if any) prepared in accordance with Geoguide 5.   |
| Not to partition                             | (37) | 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                       | (38) | Subject to the right of the Registered Owner and the Owner of the Government Accommodation under this Deed, 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.       | (39) | 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   |

without approval		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	(40)	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	(41)	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	(42)	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 covenant 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 or enclose or partition flat roofs, roofs or upper roofs	(43)	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 or upper roofs 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 or upper roofs 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 or upper roofs such unauthorized structure or structures at the cost and expense of the defaulting Owner.
Obligations of Owners of Non-enclosed Areas	(44)	<p>(a) Each Owner of the Non-enclosed Areas shall keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance and such other Ordinances, bye-laws and regulations promulgated by the Government from time to time.</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</p>

		temporary nature on the Non-enclosed Areas or any part thereof.
	(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, 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.
Restriction on alienation of Residential Car Parking Spaces	(45)	The Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be :-
	(a)	assigned except
	(i)	together with Undivided Shares giving the right of exclusive use and possession of a Flat or Flats or
	(ii)	to a person who is already the Owner of Undivided Shares with the right of exclusive use and possession of a Flat or Flats; or
	(b)	underlet except to residents of Flats
		provided that in any event not more than three in number of the total of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the Owner or underlet to the resident of any one Flat.
Maintenance of the Covered Footbridges	(46)	The Owner(s) of the Commercial Unit (including the Registered Owner) hereby covenants with the other Owners of the Development that it/they will be solely responsible for the repair, maintenance, operation and upkeep of the Covered Footbridges at its/their own costs and expenses.
Obligations of Owners of Noise Mitigation Measures	(47)	Each Owner of Unit in the Development with any of the Noise Mitigation Measures forming part of such Unit shall at his own expenses inspect maintain and keep such of the Noise Mitigation Measures in good and substantial repair and condition in accordance with the NIAR.
Costs and Expenses for Maintenance and Management of the Unbuilt Airspace	(48)	
	(a)	Such part(s) of the Unbuilt Airspace forming part(s) of the Commercial Common Areas shall be maintained and managed by the Manager at the costs and expenses of the Owner(s) of the Commercial Unit in all respects to the satisfaction of the Director of Lands.
	(b)	Such part(s) of the Unbuilt Airspace forming part(s) of the Development Common Areas shall be maintained and managed by the Manager at the costs and expenses of all Owner(s) of the Development in all respects to the satisfaction of the Director of Lands.

## SECTION V

### MANAGEMENT OF THE DEVELOPMENT

(A) General

Term of Management

- (1) (a) The management of the Development (except the Government Accommodation) shall be undertaken by the Manager initially for the term of two years from the date hereof 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 the Owners who in the aggregate have vested in them not less than 50% of the total number of Undivided Shares of and in the Land and the Development (excluding those allocated to the Common Areas), giving three months prior written notice of termination to the Manager 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 (4) of Section IX hereof, but for the avoidance of doubt, no provision of this Deed shall limit the application of 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. Notwithstanding anything contained in this Deed, the Manager has no authority to represent the F.S.I. or G.P.A. in any dealing with the Government.
- (b) (i) Subject to Sub-Clause (b)(viii) of this Clause (1), 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 those allocated to the Common Areas), terminate by notice the Manager's appointment without compensation.
- (ii) A resolution under Sub-Clause (b)(i) of this Clause (1) 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 within 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 (1) 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 Clause (1)(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) of this Clause (1), 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) of this Clause (1) :-
	(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) of this Clause (1) 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, each Owner hereby appoints the Manager as his agent to enforce the provisions of this Deed and to do all acts and 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. Notwithstanding anything contained in this Deed, the Manager has no authority to represent the F.S.I. or G.P.A. in any dealing with the Government.
Manager to observe conditions	(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 PROVIDED THAT any right of entry into the Government Accommodation for maintenance and repair purposes conferred upon the Manager shall be subject to the prior approval of the Owner of the Government Accommodation (except in emergency) and the Manager shall ensure that the least disturbance is caused and shall make good forthwith any damage thereby occasioned PROVIDED ALSO THAT the Manager shall be liable for all loss and damage thereby occasioned to the Government Accommodation.
(B) <u>Powers and Duties of Manager</u>		
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 (save and except the Government Accommodation) and in particular the following :-
Inspection	(a)	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.

Maintenance	(b)	to put in hand all works necessary to maintain the Development including the Common Areas and the Common Facilities and the foundation to ensure that the Development is maintained in a good, clean and safe condition.
Owners' and Occupiers' obligations to repair	(c)	to request 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 (but without being obliged to) put in hand any necessary maintenance in cases of emergency and to recover the cost therefor from the defaulting Owner or occupier.
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, metal grille or shutter or gate	(e)	<p>(i) to replace any broken glass in the Common Areas.</p> <p>(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 Unit 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.</p>
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 to remove any obstruction.
To clear sewers	(k)	to keep all the common sewers, drains, watercourses and pipes clear.
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	(n)	if and for so long as may be required by the Conditions, to carry out such maintenance and/or repairing works referred to in the

required by the  
Conditions

Conditions and/or the maintenance and/or repair of the sewage treatment plants, 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 and PROVIDED FURTHER THAT the Manager's power and duty under this Clause (1)(n) shall not extend to works required to be carried out by a particular Owners whether under the Conditions or 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 (if any) in compliance with the Conditions and in particular in accordance with the Maintenance Manual(s) (if any) 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 remove anything erected or installed in contravention of the terms of the Conditions, this Deed and the Approved Plans and to demand and recover from the person responsible for the cost of removal and making good any damage.

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 parking and all forms of traffic management for all parking spaces as required by the Conditions.

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) and Clause (12) of Subsection (D) of this Section V and Clause (12) of Section IX of this Deed 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 PROVIDED THAT prior written approval of the Owner of the Government Accommodation be obtained if the said maintenance and improvement to be done or likely to be done would or likely to affect the Government Accommodation and G.P.A. shall in its sole discretion determine whether or not the Government Accommodation is affected.
To appoint Solicitors	(w)	to appoint solicitors with authority to accept service on behalf of all the Owners (except F.S.I.) for 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 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.
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 and to take action to remedy any breach by the Owners or other person of any provisions of the Conditions.
To prevent alteration of the Development etc.	(aa)	to prevent any person detrimentally altering damaging or injuring any part of the Development 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 and/or the performance of the duties of the Manager hereunder.
To insure	(ac)	unless otherwise directed by the Owners' Incorporation, to insure and keep insured the Common Areas and the Common Facilities and any part of the Development (save and except the Government Accommodation) 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 (save and except F.S.I. or G.P.A.) in all dealings with Government or any utility or other authorities or any other person in relation to the management of the Development (save and except the Government Accommodation).
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 Carpark 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, motor cycles and vehicles and to remove any car, motor cycle or other vehicles parked in any area not reserved for parking or in the Visitors' 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 reasonable charges for the use of Visitors' Parking Spaces Provided that any charges for the use of Visitors' Parking Spaces shall be credited to the management account for the benefit of all the Owners of the Units and shall form part of the Management Funds.
To keep plans showing the Common Areas	(ai)	to obtain from the Registered Owner and keep in the Manager's office plans certified as to their accuracy by or on behalf of the Authorized Person showing Common Areas and to allow the Owners to inspect the same free of costs and charges during normal office hours Provided That the Manager shall provide free of cost to the Owner of the Government Accommodation a copy of the said plans and any amendments thereto from time to time.
To define Common Areas and the Common Facilities	(aj)	subject to the approval of the Owners' resolution passed at an Owners' meeting convened under this Deed 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 (12) 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, sub-contractors, delegates, 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.

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 decorations and organize festive celebrations and activities

(am) to provide such Chinese New Year, Christmas and other festival decorations and to organize such festive celebrations or activities 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 equipment in good condition and to the satisfaction of the Director of Fire Services.

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.(36) of the Conditions.

To remove dogs and animals

(aq) to remove any dog, live poultry or other animals in any part of the Development if the same shall be kept in breach of any provision of this Deed or to refer the matter to the police (if appropriate).

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) enter at all reasonable times on written notice (except in case of emergency) into all parts of the Development for the purpose of inspection and 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.

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| To grant licences  | (as) | subject to the rights of the Registered Owner under Clause (9)(a) of Section I hereof and also subject to the approval of the Owners' resolution passed at an Owners' meeting convened under this Deed, to grant licences to other person or persons to use such of the Common Areas and the Common Facilities and on such terms and conditions and for such consideration as the Manager shall in its absolute discretion think fit PROVIDED FURTHER THAT the exercise of such right shall be subject to the rights and privileges of F.S.I. and shall not in anyway affect and prejudice the rights easements and privileges reserved to F.S.I. in this Deed and the Conditions AND PROVIDED FURTHER THAT the exercise of the right conferred under this clause shall not contravene the provisions of the Conditions and shall not interfere with the other Owners' right to hold, use, occupy and enjoy their units nor impede access to their Units AND PROVIDED FURTHER THAT any payment received shall be credited to the Special Fund. |
| To provide waste separation and recovery facilities                                      | (at) | 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                                | (au) | 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 and/or Carpark Rules to protect the environment of the Development | (av) | to make General Rules and/or Carpark Rules to protect the environment of the Development (including the Carpark) 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                                      | (aw) | In the event of the covenants specified in Clause (44) of Section IV hereof 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 and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as he may in his absolute discretion consider necessary to secure compliance with the aforesaid covenants including but not limited to the right to enter upon the Flats concerned (including the Non-enclosed Areas provided therein) and remove any fences, awnings, grilles or   |



		any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Flats which are in breach of the aforesaid covenants. The defaulting Owners shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose.
To control and maintain the Green and Innovative Features	(ax)	To control operate financially support and maintain the Green and Innovative Features other than such parts of the Non-enclosed Areas forming part of a Flat, which shall be governed by Clause (44) of Section IV and Clause (1)(aw) of Subsection (B) of Section V of this Deed.
To maintain the Works and Installations	(ay)	To inspect, maintain and carry out all necessary works for the maintenance of the Development including such of the Works and Installations forming part of the Common Areas or the Common Facilities.
Telecommunication Service to Common Areas	(az)	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 comply with the Conditions, etc.	(ba)	To take all steps necessary or expedient for complying with the Conditions and, in particular, to carry out such maintenance repair, management, operation, upkeep and/or monitoring works for complying the Special Conditions Nos.(5), (9), (19), (40), (61), (64), (66), (70) and (71) thereof (which for the avoidance of doubt shall not include such construction and development works to be carried out by the Registered Owner for the purpose of obtaining the Certificate of Compliance of the Conditions in respect of the Land) and/or any statutory or Governmental requirements concerning or relating to the Land and/or the Development for which no Owner, tenant or occupier of the Land and/or the Development is solely responsible. For the avoidance of doubt, the Owner(s) of the Commercial Unit shall be solely responsible for the maintenance works of the Pedestrian Walkway and such part of the Bridge within the Commercial Accommodation and the operation, maintenance and upkeep of the Lighting System at its own costs and expenses and for complying with the relevant terms and conditions in the Conditions in respect thereof.
To maintain Government Accommodation Service upon request	(bb)	Upon the request of the Owner of the Government Accommodation, the Manager will undertake the maintenance of the Government Accommodation Service and will be reimbursed with the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.
To maintain the Items	(bc)	To manage and maintain the Items in all respects to the satisfaction of the Director of Lands. All Owners (excluding F.S.I. as the Owner of the Government Accommodation) shall

		indemnify and keep indemnified the Government and F.S.I. (as the Owner of the Government Accommodation) against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising directly out of or as a consequence of the failure to manage and maintain the Items.
To maintain Noise Mitigation Measures	(bd)	To control, operate and maintain such of the Noise Mitigation Measures forming part of the Common Areas or the Common Facilities.
To operate shuttle bus service	(be)	If the Manager shall in its discretion deem fit, subject to the prior written approval of the relevant governmental authorities and of the Owners' Committee, if any (or the Owners' Corporation, if formed) to operate or enter into contract with any other person for the operation of 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 Fund for the benefit of the Owners.
To grant easement to owners of adjoining properties	(bf)	subject to the rights of the Registered Owner under Clause (9)(a) of Section I hereof and also subject to the approval of the Owners' resolution passed at an Owners' meeting convened under this Deed, to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Land which the Manager shall in its absolute discretion deem appropriate and on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring lands PROVIDED FURTHER THAT the exercise of such right shall be subject to the rights and privileges of F.S.I. and shall not in anyway affect and prejudice the rights easements and privileges reserved to F.S.I. in this Deed and the Conditions AND PROVIDED FURTHER THAT the exercise of the right conferred under this clause shall not contravene the provisions of the Conditions and shall not interfere with the other Owners' right to hold, use, occupy and enjoy their units nor impede access to their Units AND PROVIDED FURTHER THAT any payment received shall be credited to the Special Fund.
To grant franchises, etc.	(bg)	subject to the rights of the Registered Owner under Clause (9)(a) of Section I hereof and also subject to the approval of the Owners' resolution passed at an Owners' meeting convened

		<p>under this Deed, 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 FURTHER THAT the exercise of such right shall be subject to the rights and privileges of F.S.I. and shall not in anyway affect and prejudice the rights easements and privileges reserved to F.S.I. in this Deed and the Conditions AND PROVIDED FURTHER THAT the exercise of the right conferred under this clause shall not contravene the provisions of the Conditions and shall not interfere with the other Owners' right to hold, use, occupy and enjoy their units nor impede access to their Units AND PROVIDED FURTHER THAT any payment received shall be credited to the Special Fund.</p>
To grant consent to Government or general public	(bh)	<p>subject to the rights of the Registered Owner under Clause (9)(a) of Section I hereof and also subject to the approval of the Owners' resolution passed at an Owners' meeting convened under this Deed, to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas or the Common Facilities as the Manager may in its reasonable discretion think fit PROVIDED FURTHER THAT the exercise of such right shall be subject to the rights and privileges of F.S.I. and shall not in anyway affect and prejudice the rights easements and privileges reserved to F.S.I. in this Deed and the Conditions AND PROVIDED FURTHER THAT the exercise of the right conferred under this clause shall not contravene the provisions of the Conditions and shall not interfere with the other Owners' right to hold, use, occupy and enjoy their units nor impede access to their Units AND PROVIDED FURTHER THAT any payment received shall be credited to the Special Fund.</p>
Maintenance and Management of the Unbuilt Airspace	(bi)	<p>To maintain and manage the Unbuilt Airspace in all respects to the satisfaction of the Director of Lands.</p>
To do all other matters incidental	(bj)	<p>To do all such other things as are reasonably incidental to the management of the Development in accordance with the Conditions.</p>
General Rules and Carpark Rules	(2)	<p>The Manager shall have power from time to time, but subject always to the approval of the Owners' Committee to make, revoke and amend (a) the General Rules regulating the use, operation and maintenance of the Development and any structures, services or amenities thereof, the Commercial Common Areas, the Commercial Common Facilities, the Residential Common Areas, the Residential Common Facilities, the Development Common Areas and the Development Common Facilities and the conduct of persons occupying, using or visiting the same and (b) Carpark Rules regulating the use operation and maintenance of the Parking Spaces, the RCHE Parking Spaces, the Visitors' Parking Spaces, the Carpark Common Areas and the Carpark Common Facilities and the conduct of persons using the same provided that such General Rules and Carpark Rules must not be inconsistent with or contravene this Deed, the</p>

Building Management Ordinance (Cap.344) and the Conditions and shall not adversely affect or interfere with the use, operation, enjoyment, management and maintenance of the Government Accommodation and such General Rules and Carpark Rules shall be binding on all Owners (other than the Owner of the Government Accommodation), their tenants, licensees, servants or agents. The General Rules and the Carpark Rules may stipulate payments for the use of any Common Facilities Provided that all income arising therefrom shall be credited to the management account for the benefit of the relevant group of Owners who are entitled to use such of the Common Facilities and shall form part of the Management Funds. Copies of the General Rules and Carpark Rules from time to time in force shall be kept with the Manager's Office and a copy thereof shall be supplied to each Owner on request free of charge.

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| 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 or wilful acts.  |
| Right of Manager to enter Unit for repairs  | (5) | <p>The Manager shall have the right with or without workmen :-</p> <p>(a) upon reasonable notice (except in case of emergency) to enter upon any part of the Land or any of the Units for the purposes of replacing repairing and maintaining any of the water mains and pipes serving any part of the Land whether or not the same belong exclusively to any Unit and to reasonably charge the relevant Owner(s) (except the Owner of the Government Accommodation) the cost of repairing and/or replacement and/or carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas and Common Facilities or other Owners Provided that the Manager shall ensure that the least disturbance is caused and shall be liable for and shall at his own expense make good any damage so caused and shall be liable for 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; and</p> |
| Manager to provide furniture and equipment for Common Areas and Common Facilities | (b) | to provide within the Common Areas and 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 (excluding the Owner of the Government Accommodation) 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)(ay) of Subsection (B) of Section V hereof as the Manager shall consider fair and reasonable.

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| Owners remain liable for requirements of the Conditions | (7)  | The Manager shall not be made personally liable for carrying out any such requirements of 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, he 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 his rights 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. |
| 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 employees 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 employees servants, agents or contractors from and against any action, proceedings, claim and demand whatsoever arising out of or in connection with any such act or omission.  |
|   | (12) | The powers and duties of the Manager shall be subject to the rights and privileges of F.S.I. and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to F.S.I. in this Deed and the Conditions.   |

(C) Manager's Remuneration

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| Remuneration of Manager | (1) | The Manager's Remuneration being the sum equivalent to 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 |
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this sub-clause, shall exclude the Manager's Remuneration, any capital expenditure and expenditure drawn out of the Special Fund as described in Clause (10) of Subsection (D) of Section V hereof 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. For the purpose of this Clause, capital expenditure shall mean expenditure of a kind not expected by the Manager to be incurred annually.

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

Manager to prepare annual budget	(1)	For the purpose of fixing contributions towards the Management Expenses payable by the Owners (excluding the Owner of the Government Accommodation) 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 Development. The annual budgets, except the first one, are to be prepared 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.
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Annual budget to be in four parts	(3)	The annual budget showing the Management Expenses for the Common Areas and the Common Facilities shall be divided into four parts :-
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(a)	Part A shall cover estimated expenditure in respect of the Development Common Areas and the Development Common Facilities and any expenditure which does not fall under Part B, Part C or Part D mentioned in sub-paragraph (b), (c) and (d) below PROVIDED THAT if the construction of only part of the Development has been completed and the Consent to Assign or Certificate of Compliance in respect of which has been issued, Part A shall only cover such part of the Development;
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- (b) Part B shall cover estimated expenditure in respect of the Commercial Common Areas and the Commercial Common Facilities PROVIDED THAT if the construction of only part of the Commercial Accommodation has been completed and the Consent to Assign or Certificate of Compliance in respect of which has been issued, Part B shall only cover such part of the Commercial Accommodation;
- (c) Part C shall cover estimated expenditure in respect of the Residential Common Areas and the Residential Common Facilities PROVIDED THAT if the construction of only part of the Residential Accommodation has been completed and the Consent to Assign or Certificate of Compliance in respect of which has been issued, Part C shall only cover such part of the Residential Accommodation; and
- (d) Part D shall cover estimated expenditure in respect of the Carpark Common Areas and the Carpark Common Facilities PROVIDED THAT if the construction of only part of the Carpark has been completed and the Consent to Assign or Certificate of Compliance in respect of which has been issued, Part D shall only cover such part of the Carpark.

PROVIDED THAT in the event that one or more Sub-Deed(s) is/are entered into in respect of any part or parts of the Development and in the Sub-Deed(s) new categories of 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) new part(s) of the annual budget shall be established by the Manager such part(s) to cover all estimated expenditure which in the opinion of the Manager is specifically referable to such new categories of common areas and common facilities and such expenditure shall be borne by the Owners of that/those part(s) of the Development.

Items included in  
Management  
Expenses

- (4) The annual budget in respect of the Common Areas and the Common Facilities 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 such staff referred to in Clause 1(ag) of Subsection (B) of Section V hereof, but not further or otherwise;
  - (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 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, the foundations, the side walks, main walls (including the external walls), supports, beams, gutters, fences, chimneys, flue pipes, the effluent discharge system and all external parts of the Common Areas and all the drains, water tanks, wiring, electric pumps, pipes, conduits and all plumbing apparatus (if any) and all other 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 upon such Government Rent being apportioned under the Government Rent and Premium (Apportionment) Ordinance Chapter 125 of the Laws of Hong Kong 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 apportionment;
- (g) The costs of maintenance and/or repair works described in Clauses (1)(n), (1)(o), (1)(bc) and (bd) of Subsection (B) of Section V of this Deed;
- (h) The costs and expenses for compliance of the obligations under the Conditions and/or for the maintenance, repair and/or other works and/or the operation of the facilities (if any) in accordance with the requirements under the Conditions including those mentioned in Clauses (1)(an), (1)(ao), (1)(ap) and (1)(ba) 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 resolution of the 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 (save and except the Government Accommodation) and the costs and expenses of



employing such staff referred to in Clause 1(ag) of Subsection (B) of Section V hereof, but not further or otherwise, including any salary, bonus, overtime pay, provident fund, long service payment, employees' compensation, medical insurance and other staff benefits or remuneration;

- (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) Expenses of other support/back up services or facilities for the administration and management of the Land and the Development or such proportionate part thereof which are provided by the head office of the Manager for the Development as well as any other lands, estates and buildings as reasonably determined by the Manager to be attributable to the Development;
  - (n) The costs, expenses and charges for the removal of debris from the Development;
  - (o) The costs and expenses in relation to the shuttle bus service as described in Clause 1(be) in Subsection (B) of Section V of this Deed; and
  - (p) Any other items of expenditure which are necessary for the administration, management and maintenance of the Common Areas and the Common Facilities.
- (5) The Owners shall contribute towards the Management Expenses in the following manner :-

Contribution to Part A  
of the annual budget  
of  
Management  
Expenses

- (a) Each Owner of a Unit (excluding the Owner of the Government Accommodation) shall contribute to the amount assessed under Part A of the annual budget of Management Expenses at the rate at which the number of Management Shares of the Unit held by the Owner bears to the total number of the Management Shares of the Development PROVIDED THAT if Part A of the annual budget of Management Expenses is prepared by the Manager in respect only of part of the Development construction of which has been completed and the Consent to Assign or Certificate of Compliance in respect of which has been issued, the Owner of a Unit in such part of the Development shall instead contribute to the amount assessed under Part A of the annual budget of Management Expenses at the rate at which the number Management Shares of the Unit held by him bears to the total number of Management Shares allocated to all Units in such part of the Development constructions of which has been completed and the Consent to Assign or Certificate of Compliance in respect of which has been issued.

Contributions to Part  
B of the annual  
budget of  
Management  
Expenses

- (b) The Owner(s) of the Commercial Unit shall further pay the amount assessed under Part B of the annual budget of Management Expenses.

Contributions to Part  
C of the annual  
budget of  
Management  
Expenses

- (c) Each Owner of a Flat shall further contribute to the amount assessed under Part C of the annual budget of Management Expenses at the rate at which the number of Management Shares of the Flat held by him bears to the total number of Management Shares allocated to all Flats in the Residential Accommodation PROVIDED THAT if Part C of the annual budget of Management Expenses is prepared by the Manager in respect only of part of the Residential Accommodation construction of which has been completed and the Consent to Assign or Certificate of Compliance in respect of which has been issued, the Owner of a Flat in such part of the Residential Accommodation shall instead further contribute to the amount assessed under Part C of the annual budget of Management Expenses at the rate at which the number Management Shares of the Flat held by him bears to the total number of Management Shares allocated to all Flats in such part of the Residential Accommodation constructions of which has been completed and the Consent to Assign or Certificate of Compliance in respect of which has been issued.

Contributions to Part  
D of the annual  
budget of  
Management  
Expenses

- (d) (i) Each Owner of a Flat shall further contribute to the amount assessed under Part D of the annual budget of Management Expenses as follows :

$$\begin{array}{c}
\text{Further} \\
\text{contribution} \\
\text{by such} \\
\text{Owner}
\end{array}
=
\begin{array}{c}
\text{Amount assessed} \\
\text{under Part D of} \\
\text{the annual} \\
\text{budget} \\
\text{(PROVIDED} \\
\text{THAT if the} \\
\text{construction of} \\
\text{only part of the} \\
\text{Carpark has been} \\
\text{completed and} \\
\text{the Consent to} \\
\text{Assign or} \\
\text{Certificate of} \\
\text{Compliance in} \\
\text{respect of which} \\
\text{has been issued,} \\
\text{Part D shall only} \\
\text{cover such part} \\
\text{of the Carpark)}
\end{array}
\times
\begin{array}{c}
\text{Number of} \\
\text{Management} \\
\text{Shares of the Flat} \\
\text{held by such Owner} \\
\hline
\text{Total number of} \\
\text{Management} \\
\text{Shares allocated to} \\
\text{all Flats in such} \\
\text{part or parts of the} \\
\text{Residential} \\
\text{Accommodation} \\
\text{construction of} \\
\text{which has been} \\
\text{completed and the} \\
\text{Consent to Assign} \\
\text{or Certificate of} \\
\text{Compliance in} \\
\text{respect of which} \\
\text{has been issued}
\end{array}
\times
\begin{array}{c}
\text{Gross floor area of} \\
\text{all the Visitors} \\
\text{Parking Spaces in} \\
\text{such part or parts} \\
\text{of the Development} \\
\text{construction of} \\
\text{which has been} \\
\text{completed and the} \\
\text{Consent to Assign} \\
\text{or Certificate of} \\
\text{Compliance in} \\
\text{respect of which} \\
\text{has been issued} \\
\hline
\text{Total gross floor} \\
\text{area of all the} \\
\text{Parking Spaces and} \\
\text{Visitors' Parking} \\
\text{Spaces in such part} \\
\text{or parts of the} \\
\text{Development} \\
\text{construction of} \\
\text{which has been} \\
\text{completed and the} \\
\text{Consent to Assign} \\
\text{or Certificate of} \\
\text{Compliance in} \\
\text{respect of which} \\
\text{has been issued}
\end{array}$$

- (ii) Each Owner of a Parking Space shall further contribute to the amount assessed under Part D of the annual budget of Management Expenses as follows :

$$\begin{array}{c}
\text{Further} \\
\text{contribution} \\
\text{by such} \\
\text{Owner}
\end{array}
=
\begin{array}{c}
\text{Amount assessed} \\
\text{under Part D of} \\
\text{the annual} \\
\text{budget} \\
\text{(PROVIDED} \\
\text{THAT if the} \\
\text{construction of} \\
\text{only part of the} \\
\text{Carpark has been} \\
\text{completed and} \\
\text{the Consent to} \\
\text{Assign or} \\
\text{Certificate of} \\
\text{Compliance in} \\
\text{respect of which} \\
\text{has been issued,} \\
\text{Part D shall only} \\
\text{cover such part} \\
\text{of the Carpark)}
\end{array}
\times
\begin{array}{c}
\text{Number of} \\
\text{Management} \\
\text{Shares of the} \\
\text{Parking Space held} \\
\text{by such Owner} \\
\hline
\text{Total number of} \\
\text{Management} \\
\text{Shares allocated to} \\
\text{all Parking Spaces} \\
\text{in such part or parts} \\
\text{of the Carpark} \\
\text{construction of} \\
\text{which has been} \\
\text{completed and the} \\
\text{Consent to Assign} \\
\text{or Certificate of} \\
\text{Compliance in} \\
\text{respect of which} \\
\text{has been issued}
\end{array}
\times
\begin{array}{c}
\text{Gross floor area of} \\
\text{all Parking Spaces} \\
\text{in such part or parts} \\
\text{of the Carpark} \\
\text{construction of} \\
\text{which has been} \\
\text{completed and the} \\
\text{Consent to Assign} \\
\text{or Certificate of} \\
\text{Compliance in} \\
\text{respect of which} \\
\text{has been issued} \\
\hline
\text{Total gross floor} \\
\text{area of all the} \\
\text{Parking Spaces and} \\
\text{Visitors' Parking} \\
\text{Spaces in such part} \\
\text{or parts of the} \\
\text{Development} \\
\text{construction of} \\
\text{which has been} \\
\text{completed and the} \\
\text{Consent to Assign} \\
\text{or Certificate of} \\
\text{Compliance in} \\
\text{respect of which} \\
\text{has been issued}
\end{array}$$

- (e) PROVIDED THAT notwithstanding anything herein contained but subject to Clause (15) of Subsection (D) of this Section V the liability of the Owner of a Unit (save and except F.S.I. as the Owner of the Government Accommodation) to contribute to the amount under the annual budget of Management Expenses prepared by the Manager shall only accrue with effect (i) from the date of this Deed if his Unit is situated in Phase 1; (ii) from the date of the relevant Sub-Deed(s) of any Subsequent Phase(s) if his Unit is situated in such Subsequent Phase(s).
- (f) Notwithstanding anything contained in this Deed, the Registered Owner shall be solely responsible for the Management Expenses attributable to the common areas and common facilities forming part of Phase 1 but situated within and/or serving exclusively the Subsequent Phase(s), such as (but not limited to) entrance lobbies, lifts, mail rooms, logistic rooms, security counters, refuse chambers, loading and unloading bays (collectively “the Relevant Common Areas and Common Facilities”) before the creation of the Sub-Deed(s) covering the Subsequent Phase(s). After creation of the Sub-Deed(s) covering the Subsequent Phase(s), the Management Expenses attributable to the Relevant Common Areas and Common Facilities shall be contributed by the Owners in according with this Deed and the Sub-Deed(s).
- Vacant Units are subject to payment of Management Expenses
- (6) 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 Management 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 Management 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.
- No contribution by Owner of the Government Accommodation
- (7) (a) The Owner of the Government Accommodation shall be responsible for the maintenance and management thereof but not the remainder of the Development on the Land or any areas, facilities or services outside the Land. F.S.I. as the Owner of the Government Accommodation shall not be liable to pay any management and maintenance charges in respect of the remainder of the Development and in particular, F.S.I. shall not be liable for any contribution towards any management and maintenance charges in respect of the remainder of the Development including management and maintenance charges whatsoever incurred in respect of the Common Areas and Common Facilities of the Development and the Items.
- (b) The Owner of the Government Accommodation shall not be liable to pay or contribute towards :-
- (i) management deposits;

- (ii) capital equipment fund including Special Fund
- (iii) insurance premium;
- (iv) debris removal fee;
- (v) interest and penalty charges on late or default in payment of the management and maintenance charges; or
- (vi) payment of a like nature.

For the avoidance of doubt, there is no duty on the Manager to take out insurance on the Government Accommodation or any part thereof.

Security for moneys due to the Manager

- (8) (a) Each Owner being the first assignee of his Unit and before taking possession of his Unit (save and except the Government Accommodation) from the Registered Owner shall :-
  - (i) deposit with the Manager as security for the due payment of the monthly contributions which may be or become payable by him under Clause (5) of this Subsection (D), if applicable, a non-interest bearing and non-refundable but transferable deposit of a sum equivalent to three times of his monthly contribution to the first year's budgeted Management Expenses pursuant to Clause (5) of this Subsection (D);
  - (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 such Owner's monthly contribution to the first year's budgeted Management Expenses pursuant to Clause (5) of Subsection (D); and
  - (iii) (insofar as the Registered Owner has not made any payment of the deposits referred to in this Sub-clause (8)(a)(iii) in respect of the relevant Unit) pay to the Manager his due share (to be decided by the number of Management Shares allocated to his Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Common Areas and the Common Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (b) The Registered Owner shall make such deposit described in Sub-clause (8)(a)(i) above in respect of Units (except the Government Accommodation) 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 execution hereof 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.

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| Deficit and Surplus of Management Expenses  | (9)  | (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 (6) and (14) 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).  |
| Further contribution to Management Expenses |      | (b) | In the event that the total contributions received as aforesaid by the Manager are insufficient to meet the Management Expenses, each Owner (excluding the Owner of the Government Accommodation) shall at the request of the Manager pay a due proportion of 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 (excluding the Owner of the Government Accommodation) 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                                | (10) | (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 Owner (except the Owner of the Government Accommodation) shall upon the assignment of the Unit to him from the Registered Owner pay to the Manager a sum equivalent to two months' of his initial monthly contribution towards the first year's budgeted Management Expenses pursuant to Clause (5) of this Subsection (D) as an initial contribution. Each Owner (except the Owner of the Government Accommodation) shall covenant with other Owners that he 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 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 (except the Owner of the Government Accommodation) 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 Special 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. 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 (except the Owner of the Government Accommodation) 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 (except the Government Accommodation) 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 execution hereof 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 (Residential Accommodation)";
  - (ii) "Special Fund (Commercial Accommodation); and
  - (iii) "Special Fund (Carpark)"

PROVIDED THAT if the construction of only part of the Residential Accommodation, Commercial Accommodation or Carpark has been completed and the Consent to Assign or Certificate of Compliance in respect of which has been issued, the above part(s) of the Special Fund shall only cover such part(s) of the Residential Accommodation, Commercial Accommodation or Carpark respectively.

(d) Contributions to the Special Fund made under this Clause (10) of Subsection (D) of Section V of this Deed by :-

- (i) the Owners of the Flats in the Residential Accommodation shall be notionally apportioned and credited to Special Fund (Residential Accommodation) and the Special Fund (Carpark) respectively following the same proportion as such Owners of the Flats contribute towards Parts C and D respectively of the annual budget mentioned in Clause (5) of Subsection (D) of Section V of this Deed;
- (ii) the Owner(s) of the Commercial Unit shall be notionally credited to Special Fund (Commercial Accommodation); and
- (iii) the Owner(s) of the Parking Spaces in the Carpark shall be notionally credited to Special Fund (Carpark).

(e) Funds notionally credited to each part of the Special Fund 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 the Owners, occupiers, licensees or invitees of the Commercial Unit, the Flats, the Parking Spaces or which is not covered by Clauses (10)(e)(ii) to (iv), shall only be paid out of different parts of the Special Fund as follows :-

- (1) the amount to be paid out of Special Fund (Residential Accommodation) is :-

Total amount of such expenditure	X	<div style="text-align: right;">Total number of Management Shares allocated to all Flats</div> <div style="border-top: 1px solid black; margin-top: 5px;"></div> <div style="text-align: right;">Total number of Management Shares allocated to all Units of the Development</div>
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- (2) the amount to be paid out of Special Fund (Commercial Accommodation) is :-

Total amount of such expenditure	X	<div style="text-align: right;">Total number of Management Shares allocated to the Commercial Unit</div> <div style="border-top: 1px solid black; margin-top: 5px;"></div> <div style="text-align: right;">Total number of Management Shares allocated to all Units of the Development</div>
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- (3) the amount to be paid out of Special Fund (Carpark) is :-

Total Amount of such expenditure	X	$\frac{\text{Total number of Management Shares allocated to all Parking Spaces}}{\text{Total number of Management Shares allocated to all Units of the Development}}$
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- (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 Owners, occupiers, licensees or invitees of different Flats shall only be paid out of Special Fund (Residential Accommodation);
- (iii) Expenditure of capital or non-recurring nature relating to the Commercial Common Areas or the Commercial Common Facilities or which are for the common benefit of Owners, occupiers, licensees or invitees of the Commercial Unit shall only be paid out of Special Fund (Commercial Accommodation); and
- (iv) Expenditure of a capital or non-recurring nature relating to the Carpark Common Areas or the Carpark Common Facilities, or which are for the common benefit of Owners, occupiers, licensees or invitees of different Parking Spaces shall only be paid out of Special Fund (Carpark).
- (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 (including any approval or consent given in relation thereto under this Deed or the Building Management Ordinance) :-
- (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; 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 Management Shares  
allocated to the Units of  
that Category of Owners  
-----; and  
Total number of Management Shares  
allocated to all Units of all  
Category of Owners concerned

for the purpose of this Clause (10)(f), a “Category of Owners” means the groups of Owners respectively referred to in Clauses (10)(d)(i) to (iii); 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 Management Shares  
allocated to the Units of  
that Category of Owners  
-----  
Total number of Management Shares  
allocated to all Units of the Development

Exclusive user to bear  
expenses

- (11) Notwithstanding anything to the contrary contained in these presents where any expenditure 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.

Contract entered into  
by Manager

- (12) (a) Subject to Sub-clauses (b) and (c) of this Clause (12), 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 (12), 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 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 of the Building Management Ordinance; and
  - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) of this Clause (12) 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.

- (d) Subject to Sub-clauses (a) and (b) of this Clause (12), the procurement of supplies, goods, or services by the Manager or the Owners' Committee that involves amounts in excess of HK\$200,000 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an average annual expenditure of more than 20% of the annual budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in a Code of Practice referred to in Section 20A of the Building Management Ordinance (Cap.344) will apply to the Manager or the Owners' Committee with any appropriate variations.

Fee for granting consent

- (13) 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 and such fees shall be credited into the Special Fund. Notwithstanding anything herein contained, no such fee shall be payable by the Owner of the Government Accommodation.

Formalities relating to preparation of annual budget

- (14) (a) Subject to Sub-Clauses (c), (e) and (f) hereof, the total amount of Management Expenses payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Development shall be the total estimated Management Expenses during that year as specified by the Manager in accordance with Sub-Clause (b) hereof.
- (b) In respect of each financial year, the Manager shall :-
- (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 was 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.

- (c) Where, in respect of a financial year, the Manager has not complied with Sub-Clause (b) 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 Management Expenses (if any) for the previous financial year;
    - (ii) when he has so complied, be the 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.
  - (d) Where an annual budget has been sent or displayed in accordance with Sub-Clause (b)(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 (b) hereof.
  - (e) Where a revised budget is sent or displayed in accordance with Sub-Clause (d) hereof, the total amount of the Management Expenses for that financial year shall be the 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.
  - (f) 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 (b) or (d) 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 Management Expenses for the financial year shall until another annual budget or revised budget is sent or displayed in accordance with Sub-Clause (b) or (d) hereof, and is not so rejected under this Sub-Clause, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
  - (g) If any Owner (except the Owner of the Government Accommodation) 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.
- (15) 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. No Owner shall be required to make any payment or reimburse the Registered Owner for such Management Expenses and other outgoings.

(E) Interest and Recovery of Management Expenses

This Subsection (E) is not applicable to the Owner of the Government Accommodation.

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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:-<br><br>(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.<br><br>(b) A collection charge of 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 defaulting Owner | (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 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.

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| 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 General Rules and Carpark 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

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| Manager to keep proper account | (1) | <p>(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 (Cap.155) 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 Sub-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 referred to in Clause (3) of the Subsection (F) as providing an accurate summary of all items of income and expenditure during the preceding year. The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years.</p> <p>(b) Without prejudice to the generality of Sub-Clause (1)(a) above,</p> |
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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 Banking Ordinance (Cap.155), 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 Sub-Clauses(1)(a) or (1)(b) above in a prominent place in the Development.

- (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 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 convened under this Deed decides, or if there is an Owners' Incorporation (as hereinafter defined) 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 by the Owner (except the Owner of the Government Accommodation), 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 (8)(a)(i) and any share of the



deposits paid under Clause (8)(a)(iii) respectively of Subsection (D) of Section V hereof and the due contribution towards the Special Fund paid under Clause (10) 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 paid under Clause (8)(a)(i) and the due share of the deposits paid under Clause (8)(a)(iii) respectively of Subsection (D) of Section V hereof may be transferred to the new Owner of such Undivided Shares AND PROVIDED further that upon the Land and the Development being reverted to the Government or upon the rights and obligations hereunder being extinguished as provided herein, any balance of the said moneys excluding those paid by the Owner of the Government Accommodation (if any) shall be divided between the persons who are Owners of Units (except the Owner of the Government Accommodation) immediately prior to such reversion or such extinguishment of rights and obligations, as the case may be, in the same share and proportion as the contributions to the said moneys were made in respect of the respective Units. For the avoidance of doubt, the Owner of the Government Accommodation shall not be entitled to share and receive any part of the balance of the said moneys paid by the Owners under Clause (8) and Clause (10) of Subsection (D) of Section V of this Deed.

(G) Management Records and Accounts

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| Financial year   | (1) | The financial year for the purpose of management of the Development shall commence on the date hereof and shall end on the 31 <sup>st</sup> day of December of the following year but thereafter the financial year shall commence on the 1 <sup>st</sup> day of January and shall end on the 31 <sup>st</sup> 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 Provided Further that the financial year may not be changed more than once in every five years unless that change is previously approved by a resolution of the Owners' Committee (if any).   |
| Manager to keep accounts                                   | (2) | The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years.  |
| 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 income and expenditure, and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days PROVIDED THAT on request in writing by the G.P.A. the Manager shall provide F.S.I. free of charge with copies of quarterly accounts, audited reports and budgets to justify the expenses incurred/estimated. The said accounts, reports, budgets, notices and demands shall be sent free of charges to the F.S.I. by prepaid post or delivered by hand to the G.P.A., Government Property Agency, 31/F, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong or such other person and address nominated by the F.S.I. in writing. |
| Manager to prepare income and                              | (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   |

expenditure account and balance sheet

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 request of any Owner arrange such Owner to inspect the books or records of account and any income and expenditure account or balance sheet or any of the accounts prepared pursuant to this Deed and upon payment by any Owner of a reasonable charge for copying the same provide such Owner with a copy of any record or document requested by such Owner PROVIDED THAT no such charge is payable by the F.S.I.

Delivery of movable property

- (8) Subject to Clause (9) of this Subsection (G), if the Manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within 14 days of the date his appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in his place any movable property in respect of the control, management and administration of the Development that is under his control or in his custody or possession, and that belongs to the Owners' Incorporation (if any) or the Owners.

Accounts upon termination of appointment of Manager

- (9) If the Manager's appointment ends for any reason, he shall within 2 months of the date his appointment ends :-

(a) prepare :-

(i) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ended; and

(ii) a balance sheet as at the date his appointment ended,

and shall arrange for that account and balance sheet to be audited by a certified public accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such certified public accountant or other independent auditor as may be chosen by the Manager; and

(b) deliver to the Owners' Committee (if any) or the Manager appointed in his 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 Subsection.

## 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 :-

- |                     |     |     |  |
|---------------------|-----|-----|--|
| First Meeting       | (1) | (a) | 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 hereof (and to call further and subsequent meetings if required) for the purpose of electing a Chairman, and a Vice-chairman and not fewer than 4 but not more than 9 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 :- <ul style="list-style-type: none"><li>(i) the Owners of the Residential Accommodation shall vote separately to elect by secret ballot not more than 1 representative for each Tower to represent them in the Owners' Committee;</li><li>(ii) the Owners of the Carpark shall appoint or vote separately to elect by secret ballot 1 representative to represent them in the Owners' Committee; and</li><li>(iii) the Owner(s) of Commercial Unit shall appoint or vote separately to elect by secret ballot 1 representative to represent them in the Owners' Committee.</li></ul> |
|                     |     | (b) | The Owner(s) of the Subsequent Phase(s) shall not be entitled to elect or send their representatives to the Owners' Committee unless and until after (i) the issuance of the relevant Occupation Permit covering such Subsequent Phase(s), and (ii) the holding of the annual general meeting of the Owners immediately following the issuance of such Occupation Permit.  |
| Annual Meeting      | (2) |     | At least once in every calendar year 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.   |
| Convening a Meeting | (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 in aggregate (excluding the Undivided Shares allocated to the Common Areas).  |
| Notice of Meeting   | (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 :-   |

	(a)	by delivering it personally to the Owner;
	(b)	by post addressed to the Owner at his last known address; or
	(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 :- <ul style="list-style-type: none"> <li>(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</li> <li>(b) not be construed as the Owners of 10% of the Undivided Shares.</li> </ul> <p>The procedure at any meeting shall be as is determined by the Owners.</p>
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 :- <ul style="list-style-type: none"> <li>(a) each Owner shall have 1 vote in respect of each Undivided Share that he owns;</li> <li>(b) the votes of Owners may be given either personally or by proxy;</li> <li>(c) if an undivided share is jointly owned by 2 or more persons, the vote in respect of that Undivided Share may be cast :-             <ul style="list-style-type: none"> <li>(i) by a proxy jointly appointed by the co-owners;</li> <li>(ii) by 1 co-owner appointed by the others; or</li> <li>(iii) if no appointment has been made under the preceding sub-sub-clause (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</li> </ul> </li> </ul>

treated as valid; and

- (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.
- Voting in person or by proxy (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 (Cap.344), 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 Undivided Shares in the Land and the Development (excluding the Undivided Shares allocated to the Common Areas and Common Facilities).
- Accidental omission of notice (12) 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	(13)	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 Undivided Shares allocated to the Common Areas) 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	(14)	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	(15)	<p>(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.</p> <p>(b) In the case of an equality of votes the Chairman shall have a second or casting vote.</p>
Resolutions binding on All Owners	(16)	All resolutions passed at a meeting duly convened and held shall be binding on all Owners.
Purpose of Meeting	(17)	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	(18)	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 proxy 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 and any person to fill the causal vacancy of the Owners' Committee shall be elected in an Owners' meeting convened under this Deed.
Undivided Shares allocated to Common Areas carry no voting rights	(19)	Notwithstanding anything contained in this Deed to the contrary but for the avoidance of doubt, the Undivided Shares allocated to the Common Areas shall not carry any voting rights 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.
No resolution shall have adverse effect on Government Accommodation	(20)	Notwithstanding anything contained in this Section VI to the contrary, no resolution of the meeting of the Owners shall have an adverse effect on the use operation or maintenance of the Government Accommodation or the Government Accommodation Service or any part thereof.

## SECTION VII

### MEETING OF THE OWNERS' COMMITTEE

Members of the	(1)	The Chairman, Vice-Chairman and the other members of the Owners'
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Committee		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.
Notice of Meeting	(2)	<p>The meeting of the Owners' Committee may be convened by the Manager, the Chairman or any 2 members of the Owners' Committee 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 :-</p> <p>(a) by delivering it personally to the member of the Owners' Committee; or</p> <p>(b) by post addressed to the member of the Owners' Committee at his last known address; or</p> <p>(c) by leaving the notice at the member's Unit or depositing the notice in his letter box.</p>
Manager no voting right	(3)	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	(4)	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	(5)	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 (2) of this Section.
Quorum of Meeting	(6)	<p>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 three such members, whichever is greater. A meeting of the Owners' Committee shall be presided over by :-</p> <p>(a) the Chairman; or</p> <p>(b) in the absence of the Chairman, a member of the Owners' Committee appointed as chairman for that meeting.</p>
Passing of resolutions	(7)	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	(8)	All resolutions passed at a meeting of the Owners' Committee duly convened and held shall be binding on all Owners.
Purpose of Meeting	(9)	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 convened under this Deed a new Manager.

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|---|------|--|
| Procedure of the Meeting  | (10) | The procedures at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.  |
| Owner of Government Accommodation be invited to attend              | (11) | F.S.I. as the Owner of the Government Accommodation shall have the right to attend all meetings of the Owners' Committee by the person nominated from time to time as its representative and to receive free of charge agendas, notices and minutes of the said meetings sent by prepaid post or delivered by hand to the G.P.A., Government Property Agency, 31 <sup>st</sup> Floor, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong or such other person and address nominated by the F.S.I. in writing. The F.S.I. as the Owner of the Government Accommodation shall notify the Owners' Committee in writing of its representative from time to time. The representative of the Government Accommodation attending any meeting of the Owners' Committee shall be entitled to make his views known on any subject for consideration. |
| No resolution shall have adverse effect on Government Accommodation | (12) | No resolution of the Owners' Committee shall have an adverse effect on the use operation or maintenance of the Government Accommodation or the Government Accommodation Service or any part thereof.   |

## 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 cause so as to render the same substantially unfit for use or habitation or occupation, the Manager or the Owners of not less than 75% of the Undivided Shares allocated to that damaged part of the Development (excluding the Undivided Shares allocated to the Common Areas) shall convene a meeting of the Owners of the Units or that part of the Development so damaged 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 Undivided Shares allocated to the Common Areas) 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 as damaged and in such event the Undivided Shares in the Land and the Development representing the Units or such part of the Development as damaged 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 Undivided Shares allocated to the Common Areas) 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 as damaged shall likewise be distributed amongst such former Owners (save and except the Manager and the Owner of the Government Accommodation). 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. 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. The resolution is to be binding upon all the Owners of the damaged part(s).
- (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 or that part of the Development holding not less than 75% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas) or in whom not less than 75% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas) 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) Every Owner shall have one vote for each Undivided Share allocated to the part of the Development (excluding the Undivided Shares allocated to the Common Area and Common Facilities) vested in him and in the case of Owners who together are entitled to one such Undivided Share the vote in respect of that Undivided Share may be cast :-
    - (i) by a proxy jointly appointed by the co-owners; or
    - (ii) by one of the co-owners duly appointed by the other co-owners; or
    - (iii) if no appointment has been made under the preceding sub-sub-clauses (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 in the case of equality of votes, the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote;
  - (d) Votes may be given either personally or by proxy;
  - (e) As instrument appointing a proxy shall be in the form set out in Form 1 in the Schedule 1A of the Building Management Ordinance (Cap.344) 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. The instrument appointing a proxy shall be lodged with the Manager at least 48 hours before the time for the holding of the meeting.
  - (f) A resolution passed at a duly convened meeting by not less than seventy-five per cent (75%) majority of votes of the Owners of the damaged part of the Development (excluding the Owner of Common Areas) present in person or by proxy and voting shall be binding on all the Owners of the relevant part of the Development PROVIDED as follows :-
    - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
    - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
    - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
  - (g) The Manager shall give notice of the meeting which shall be posted on the public notice boards of the Development specifying the date, time and place of the meeting.
- (3) The following provisions shall apply to a meeting convened by the Owners of the damaged part(s) as mentioned in Clause (1) of this Section VIII :-

- (a) Every such meeting shall be convened by the Owners of the damaged part(s) as mentioned in Clause (1) of this Section VIII by serving at least fourteen (14) days' notice in writing posted on the public notice boards of the Development specifying the date, time and place of the meeting. Service of a notice required to be served under this Sub-clause may be effected :-
  - (i) by delivering it personally to the Owner;
  - (ii) by post addressed to the Owner at his last known address; or
  - (iii) by leaving the notice at the part of the Development owned by the Owner or depositing the notice in his letter box.
- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and remain present for the duration of the meeting and the Owners present in person or by proxy who in the aggregate have vested in them not less than seventy five per cent (75%) of the total number of Undivided Shares in the part or parts of the Development in question (excluding the Undivided Shares allocated to the Common Areas) shall be a quorum;
- (c) The Chairman of the Owners' Committee shall preside over at every such meeting or, in his absence, the Owners then present shall choose one of their members to be the chairman of the meeting;
- (d) The Chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (e) Every Owner shall have one vote for each Undivided Share allocated to the part of the Development (excluding the Undivided Shares allocated to the Common Area and Common Facilities) vested in him and in the case of Owners who together are entitled to one such Undivided Share the vote in respect of that Undivided Share may be cast :-
  - (i) by a proxy jointly appointed by the co-owners; or
  - (ii) by one of the co-owners duly appointed by the other co-owners; or
  - (iii) if no appointment has been made under the preceding sub-sub-clauses (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 in the case of equality of votes, the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote;
- (f) Votes may be given either personally or by proxy;
- (g) As instrument appointing a proxy shall be in the form set out in Form 1 in the Schedule 1A of the Building Management Ordinance (Cap.344) 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. The instrument appointing a proxy shall be lodged with the person or one of the persons, as the case may be convening the meeting at least 48 hours before the time for the holding of the meeting.
- (h) A resolution passed at a duly convened meeting by not less than seventy-five per cent (75%) majority of votes of the Owners of the damaged part of the Development (excluding the Owner of

Common Areas) present in person or by proxy and voting shall be binding on all the Owners of the relevant part of the Development PROVIDED as follows :-

- (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
  - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
  - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (i) A resolution in writing signed by the Owners (excluding the Owner of the Common Areas) who in the aggregate have vested in them for the time being not less than seventy-five per cent (75%) of the Undivided Shares allocated to the part of the Development in question (excluding the Undivided Shares allocated to the Common Areas) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.
- (j) The procedure at a meeting of the Owners shall be as is determined by the Owners; and
- (k) Apart from the notice given under Sub-clause (a) of this Clause, the accidental omission to give notice to any Owner shall not invalidate the meeting or any resolution passed thereat.

#### SECTION IX

#### MISCELLANEOUS

- (1) (a) Notwithstanding anything contained in this Deed, the Registered Owner shall not assign mortgage or charge (save by way of building mortgage or charge under Special Condition No.(48)(d) of the Conditions) or otherwise dispose of or part with the possession of any of the Undivided Shares allocated to the Phase 1 Common Areas or any interest therein or enter into any agreement so to do except that upon execution of this Deed the whole of the Undivided Shares of the Phase 1 Common Areas shall be assigned to and vested in the Manager who must hold such Undivided Shares of the Phase 1 Common Areas on trust for the benefit of all Owners.
- (b) Subject to Sub-Clause (c) hereof, on termination of the Manager's appointment the Manager shall assign the said Undivided Shares free of costs or consideration to its successor in office.
- (c) The Owners' Incorporation once in being may require the Manager, in accordance with this Deed to assign the Undivided Shares in the Phase 1 Common Areas 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 all Owners.
- (d) The Undivided Shares allocated to the Common Areas shall not carry any liability to pay charges under this Deed or any voting rights at any meeting whether under this Deed, the Building Management Ordinance (Cap.344) or otherwise nor shall those Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.
- (2) Save as otherwise provided in this Deed, all notice required to be served hereunder on any of the parties hereto or on any Owner (except the Owner of the Government Accommodation) 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 and Provided further that any notice to be served on F.S.I. shall be sent to F.S.I. by prepaid post or delivered by hand to the Government Property Administrator,

Government Property Agency, 31<sup>st</sup> Floor, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong or to such other person and address as F.S.I. may notify in writing the Manager.

- (3) 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 said Ordinance 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.
- (4) Notwithstanding anything herein contained but save and except that the provisions in paragraphs 8 to 15 in Schedule 8 shall not apply to such Owners' meeting provided for in Section VIII of this Deed, no provision in this Deed shall prejudice the operation of, or shall contravene the provisions of the Building Management Ordinance (Cap.344) and the Schedules thereto or any amendments thereof or any substitution thereof. No provisions contained in this Deed shall in any way be in contravention or in breach of any terms and conditions set out in the Conditions.
- (5)
  - (a) 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.
  - (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 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.
- (6) In the event that there is any Slopes and Retaining Walls, the Registered Owner shall deposit a full copy of the Maintenance Manual(s) 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.
- (7) The Registered Owner shall at its own costs 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.

PROVIDED THAT prior written approval of the Owner of the Government Accommodation is required if

regular maintenance on Works and Installations directly affect the Government Accommodation. The Registered Owner shall deposit a full copy of the maintenance manual for the Works and Installations relating to Phase 1 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.

- (8) 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.
- (9) The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to 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.
- (10) 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.
- (11) 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.
- (12) 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.
- (13) All Owners 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.
- (14) 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 Owners on any business relating to the management of the Development.
- (15) The Registered Owner shall be responsible for the maintenance and demolition of the temporary footbridge as referred to in Special Condition No.(43) of the Conditions at the costs and expenses of the Registered Owner.
- (16) (a) By an Undertaking dated 29<sup>th</sup> April 2016 and registered in the Land Registry by Memorial No.16060601520031 ("the Undertaking"), the Registered Owner on behalf of themselves and their successors and assigns covenant and undertake to :
  - (i) permit the Director of Highways and other Government departments as may be determined by the Director of Lands whose decision in this regard shall be final, his or their officers, contractors, workmen and other persons authorized by him or them with or without tools, equipment, plant, machinery or motor vehicles the right of free ingress, egress and regress to, from and through the Unbuilt Airspace at all times without interruption for the purpose

of carrying out any works in respect thereof or thereat in relation to the inspection, operation, maintenance, repair, renewal, replacement and alteration of the gantry including its associated lightings thereat or otherwise; and

- (ii) maintain and manage the Unbuilt Airspace in all respects to the satisfaction of the Director of Lands.
- (b) The Owners and their successors and assigns shall observe and comply with the relevant terms under the Undertaking.
- (c) The Government, the Director of Lands, the Director of Highways and other Government departments, his or their officers, contractors, workmen and other persons authorized by him or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Owners or any other person whether arising out of or incidental to the fulfilment of the Owners' obligations under the Undertaking and no claim whatsoever shall be made against it, him or them by the Owners in respect of any such loss, damage, nuisance or disturbance.
- (d) Every assignment of any Unit (save and except the Government Accommodation) shall contain a covenant in substantially the following terms : The Purchaser hereby covenants with City Success Limited and with the Government of the Hong Kong Special Administrative Region, the Director of Lands and the Director of Highways that the Purchaser shall observe and perform the relevant obligations under the Undertaking Letter dated 29<sup>th</sup> April 2016 and registered in the Land Registry by Memorial No.16060601520031.

THE FIRST SCHEDULE ABOVE REFERRED TO

Part I

Allocation of Undivided Shares

PHASE 1

**( A ) Flats in Residential Towers 1, 2, 9 & 10**

**1,178,958 Undivided Shares**

Tower 1

**254,345 Undivided Shares**

<div>Undivided Shares for each Flat</div> <div>Flat</div> <div>Floor</div>	A	B	C	D	E	F	G	H	TOTAL
6/F	903 ( Note 2 )	912 ( Note 2 )	1170 ( Note 1 )	919 ( Note 1 )	921 ( Note 1 )	924 ( Note 2 )	921 ( Note 2 )	906 ( Note 2 )	<b>7,576</b>
7/F-13/F, 15/F-22/F, 25/F-33/F & 35/F-40/F ( 30 storeys )	903 ( Note 2 )	912 ( Note 2 )	1084 ( Note 3 )	906 ( Note 3 )	911 ( Note 3 )	924 ( Note 2 )	921 ( Note 2 )	906 ( Note 2 )	<b>7,467 x 30 = 224,010</b>
41/F-42/F ( 2 storeys )	903 ( Note 2 )	912 ( Note 2 )	1084 ( Note 3 )	894 ( Note 3 )	911 ( Note 3 )	924 ( Note 2 )	921 ( Note 2 )	906 ( Note 2 )	<b>7,455 x 2 = 14,910</b>
43/F	2013 ( Note 4 )	1869 ( Note 4 )	1959 ( Note 4 )	2008 ( Note 4 )	-	-	-	-	<b>7,849</b>

## Tower 2

294,879 Undivided Shares

<div>Undivided Shares for each Flat</div> <div>Flat</div> <div>Floor</div>	A	B	C	D	E	F	G	H	TOTAL
6/F	904 ( Note 1 )	1115 ( Note 1 )	1166 ( Note 1 )	921 ( Note 1 )	919 ( Note 1 )	1168 ( Note 1 )	975 ( Note 1 )	907 ( Note 1 )	<b>8,075</b>
7/F-13/F, 15/F-22/F, 25/F-33/F, 35/F-43/F & 45/F ( 34 storeys )	889 ( Note 3 )	1079 ( Note 3 )	1088 ( Note 2 )	908 ( Note 3 )	906 ( Note 3 )	1082 ( Note 3 )	906 ( Note 3 )	895 ( Note 3 )	<b>7,753 x 34 = 263,602</b>
46/F-47/F ( 2 storeys )	889 ( Note 3 )	1079 ( Note 3 )	1088 ( Note 2 )	908 ( Note 3 )	895 ( Note 3 )	1082 ( Note 3 )	906 ( Note 3 )	895 ( Note 3 )	<b>7,742 x 2 = 15,484</b>
48/F	1935 ( Note 4 )	2022 ( Note 4 )	1869 ( Note 4 )	1892 ( Note 4 )	-	-	-	-	<b>7,718</b>



## Tower 9

313,152 Undivided Shares

<div>Undivided Shares for each Flat</div> <div>Flat</div> <div>Floor</div>	A	B	C	D	E	F	G	TOTAL
6/F	1391 ( Note 1 )	1058 ( Note 1 )	922 ( Note 1 )	922 ( Note 1 )	1058 ( Note 1 )	1434 ( Note 1 )	990 ( Note 7 )	<b>7,775</b>
7/F-13/F, 15/F-22/F, 25/F-33/F & 35/F-42/F ( 32 storeys )	1381 ( Note 3 )	1038 ( Note 3 )	904 ( Note 3 )	904 ( Note 3 )	1038 ( Note 3 )	1425 ( Note 3 )	975 ( Note 6 )	<b>7,665 x 32 = 245,280</b>
43/F, 45/F-48/F ( 5 storeys )	1381 ( Note 3 )	1038 ( Note 3 )	892 ( Note 3 )	904 ( Note 3 )	1038 ( Note 3 )	1425 ( Note 3 )	975 ( Note 6 )	<b>7,653 x 5 = 38,265</b>
49/F	1779 ( Note 9 )	1038 ( Note 3 )	892 ( Note 3 )	904 ( Note 3 )	1038 ( Note 3 )	1820 ( Note 9 )	-	<b>7,471</b>
50/F	3213 ( Note 8 )	1038 ( Note 3 )	892 ( Note 3 )	904 ( Note 3 )	1038 ( Note 3 )	3346 ( Note 5 )	-	<b>10,431</b>
51/F	-	1962 ( Note 4 )	1968 ( Note 4 )	-	-	-	-	<b>3,930</b>

## Tower 10

**316,582 Undivided Shares**

<div>Undivided Shares for each Flat</div> <div>Flat</div> <div>Floor</div>	A	B	C	D	E	F	G	TOTAL
6/F	981 ( Note 7 )	1391 ( Note 1 )	1286 ( Note 2 )	917 ( Note 1 )	922 ( Note 1 )	1058 ( Note 1 )	1261 ( Note 1 )	<b>7,816</b>
7/F-13/F & 15/F-21/F ( 14 storeys )	969 ( Note 6 )	1385 ( Note 3 )	1286 ( Note 2 )	904 ( Note 3 )	904 ( Note 3 )	1038 ( Note 3 )	1251 ( Note 3 )	<b>7,737 x 14 = 108,318</b>
22/F	969 ( Note 6 )	1385 ( Note 3 )	1286 ( Note 2 )	904 ( Note 3 )	904 ( Note 3 )	1038 ( Note 3 )	1248 ( Note 6 )	<b>7,734</b>
25/F-33/F & 35/F-42/F ( 17 storeys )	964 ( Note 6 )	1390 ( Note 3 )	1286 ( Note 2 )	904 ( Note 3 )	904 ( Note 3 )	1038 ( Note 3 )	1251 ( Note 3 )	<b>7,737 x 17 = 131,529</b>
43/F, 45/F-48/F ( 5 storeys )	964 ( Note 6 )	1390 ( Note 3 )	1286 ( Note 2 )	904 ( Note 3 )	892 ( Note 3 )	1038 ( Note 3 )	1251 ( Note 3 )	<b>7,725 x 5 = 38,625</b>
49/F	1908 ( Note 9 )	1287 ( Note 2 )	904 ( Note 3 )	892 ( Note 3 )	1038 ( Note 3 )	1734 ( Note 9 )	-	<b>7,763</b>
50/F	3387 ( Note 5 )	1288 ( Note 2 )	904 ( Note 3 )	892 ( Note 3 )	1038 ( Note 3 )	3095 ( Note 8 )	-	<b>10,604</b>
51/F	-	2231 ( Note 4 )	1962 ( Note 4 )	-	-	-	-	<b>4,193</b>

<b>( B ) Commercial Unit</b>	<b>( 1,861,540 Undivided Shares )</b>
Including	
(i) Shopping arcade and ancillary spaces and facilities and enclosing walls	1,633,435 Undivided Shares
(ii) Residential Care Home	68,079 Undivided Shares
(iii) Transport Interchange	159,920 Undivided Shares
(iv) 2 light goods vehicle parking spaces for Residential Care Home at 53 Undivided Shares each.	106 Undivided Shares
<b>( C ) Parking Spaces for the Commercial Accommodation</b>	<b>( 7,330 Undivided Shares )</b>
Including	
(i) 285 Commercial Car Parking Spaces (comprising 279 Commercial Car Parking Spaces at 25 Undivided Shares each and 6 Commercial Car Parking Spaces for the disabled at 35 Undivided Shares each.)	7,185 Undivided Shares
(ii) 29 Commercial Motor Cycle Parking Spaces at 5 Undivided Shares each.	145 Undivided Shares
<b>( D ) Parking Spaces for the Residential Accommodation</b>	<b>( 3,925 Undivided Shares )</b>
(i) 153 Residential Car Parking Spaces (comprising 151 Residential Car Parking Spaces at 25 Undivided Shares each and 2 Residential Car Parking Spaces for the disabled at 35 Undivided Shares).	3,845 Undivided Shares
(ii) 16 Residential Motor Cycle Parking Spaces at 5 Undivided Shares each.	80 Undivided Shares
<b>( E ) Government Accommodation</b>	<b>( 25,934 Undivided Shares )</b>
(i) Community Hall	24,560 Undivided Shares
(ii) 2 parking spaces	385 Undivided Shares
(iii) 2 loading and unloading spaces	989 Undivided Shares
<b>( F ) Phase 1 Common Areas</b>	<b>1,000 Undivided Shares</b>
<hr/>	
<b>Total Undivided Shares of Phase 1 of the Development :</b>	<b>3,078,687 Undivided Shares</b>
<b><u>Subsequent Phase(s)</u></b>	<b>1,874,163 Undivided Shares</b>
<hr/>	
<b>GRAND TOTAL :</b>	<b>4,952,850 Undivided Shares</b>
<hr/>	

Remarks : (i) There is no Tower 4 in the Development.  
(ii) There are no 14/F, 24/F, 34/F & 44/F in Towers 1, 2, 9 and 10.  
(iii) 23/F is refuge floor in Towers 1, 2, 9 and 10.

Note 1 : means including the bay window, the utility platform thereof and the flat roof adjacent thereto.

Note 2 : means including the bay window and the utility platform thereof.

Note 3 : means including the bay window, the balcony and the utility platform thereof.

Note 4 : means including the utility platform thereof, the roof(s) thereabove (inclusive of a jacuzzi), the flat roof adjacent thereto and the stairhood appertaining thereto.

Note 5 : means including the flat roof adjacent thereto, the roof(s) thereabove (inclusive of a swimming pool) and the stairhood appertaining thereto.

Note 6 : means including the bay window and the balcony thereof.

Note 7 : means including the bay window thereof and the flat roof adjacent thereto.

Note 8 : means including the flat roof adjacent thereto, the roof(s) thereabove (inclusive of a jacuzzi) and the stairhood appertaining thereto.

Note 9 : means including the flat roof adjacent thereto.

Part II

Allocation of Management Shares

PHASE 1

( A ) Flats in Residential Towers 1, 2, 9 & 10

**1,178,958 Management Shares**

Tower 1

**254,345 Management Shares**

Management Shares for each Flat Flat Floor	A	B	C	D	E	F	G	H	TOTAL
6/F	903 ( Note 2 )	912 ( Note 2 )	1170 ( Note 1 )	919 ( Note 1 )	921 ( Note 1 )	924 ( Note 2 )	921 ( Note 2 )	906 ( Note 2 )	<b>7,576</b>
7/F-13/F, 15/F-22/F, 25/F-33/F & 35/F-40/F ( 30 storeys )	903 ( Note 2 )	912 ( Note 2 )	1084 ( Note 3 )	906 ( Note 3 )	911 ( Note 3 )	924 ( Note 2 )	921 ( Note 2 )	906 ( Note 2 )	<b>7,467 x 30 = 224,010</b>
41/F-42/F ( 2 storeys )	903 ( Note 2 )	912 ( Note 2 )	1084 ( Note 3 )	894 ( Note 3 )	911 ( Note 3 )	924 ( Note 2 )	921 ( Note 2 )	906 ( Note 2 )	<b>7,455 x 2 = 14,910</b>
43/F	2013 ( Note 4 )	1869 ( Note 4 )	1959 ( Note 4 )	2008 ( Note 4 )	-	-	-	-	<b>7,849</b>

## Tower 2

294,879 Management Shares

Management Shares for each Flat Flat Floor	A	B	C	D	E	F	G	H	TOTAL
6/F	904 ( Note 1 )	1115 ( Note 1 )	1166 ( Note 1 )	921 ( Note 1 )	919 ( Note 1 )	1168 ( Note 1 )	975 ( Note 1 )	907 ( Note 1 )	<b>8,075</b>
7/F-13/F, 15/F-22/F, 25/F-33/F, 35/F-43/F & 45/F ( 34 storeys )	889 ( Note 3 )	1079 ( Note 3 )	1088 ( Note 2 )	908 ( Note 3 )	906 ( Note 3 )	1082 ( Note 3 )	906 ( Note 3 )	895 ( Note 3 )	<b>7,753 x 34 = 263,602</b>
46/F-47/F ( 2 storeys )	889 ( Note 3 )	1079 ( Note 3 )	1088 ( Note 2 )	908 ( Note 3 )	895 ( Note 3 )	1082 ( Note 3 )	906 ( Note 3 )	895 ( Note 3 )	<b>7,742 x 2 = 15,484</b>
48/F	1935 ( Note 4 )	2022 ( Note 4 )	1869 ( Note 4 )	1892 ( Note 4 )	-	-	-	-	<b>7,718</b>

## Tower 9

313,152 Management Shares

Management Shares for each Flat Flat Floor	A	B	C	D	E	F	G	TOTAL
6/F	1391 ( Note 1 )	1058 ( Note 1 )	922 ( Note 1 )	922 ( Note 1 )	1058 ( Note 1 )	1434 ( Note 1 )	990 ( Note 7 )	<b>7,775</b>
7/F-13/F, 15/F-22/F, 25/F-33/F & 35/F-42/F ( 32 storeys )	1381 ( Note 3 )	1038 ( Note 3 )	904 ( Note 3 )	904 ( Note 3 )	1038 ( Note 3 )	1425 ( Note 3 )	975 ( Note 6 )	<b>7,665 x 32 = 245,280</b>
43/F, 45/F-48/F ( 5 storeys )	1381 ( Note 3 )	1038 ( Note 3 )	892 ( Note 3 )	904 ( Note 3 )	1038 ( Note 3 )	1425 ( Note 3 )	975 ( Note 6 )	<b>7,653 x 5 = 38,265</b>
49/F	1779 ( Note 9 )	1038 ( Note 3 )	892 ( Note 3 )	904 ( Note 3 )	1038 ( Note 3 )	1820 ( Note 9 )	-	<b>7,471</b>
50/F	3213 ( Note 8 )	1038 ( Note 3 )	892 ( Note 3 )	904 ( Note 3 )	1038 ( Note 3 )	3346 ( Note 5 )	-	<b>10,431</b>
51/F	-	1962 ( Note 4 )	1968 ( Note 4 )	-	-	-	-	<b>3,930</b>

## Tower 10

316,582 Management Shares

Management Shares for each Flat Flat Floor	A	B	C	D	E	F	G	TOTAL
6/F	981 ( Note 7 )	1391 ( Note 1 )	1286 ( Note 2 )	917 ( Note 1 )	922 ( Note 1 )	1058 ( Note 1 )	1261 ( Note 1 )	<b>7,816</b>
7/F-13/F & 15/F-21/F ( 14 storeys )	969 ( Note 6 )	1385 ( Note 3 )	1286 ( Note 2 )	904 ( Note 3 )	904 ( Note 3 )	1038 ( Note 3 )	1251 ( Note 3 )	<b>7,737 x 14 = 108,318</b>
22/F	969 ( Note 6 )	1385 ( Note 3 )	1286 ( Note 2 )	904 ( Note 3 )	904 ( Note 3 )	1038 ( Note 3 )	1248 ( Note 6 )	<b>7,734</b>
25/F-33/F & 35/F-42/F ( 17 storeys )	964 ( Note 6 )	1390 ( Note 3 )	1286 ( Note 2 )	904 ( Note 3 )	904 ( Note 3 )	1038 ( Note 3 )	1251 ( Note 3 )	<b>7,737 x 17 = 131,529</b>
43/F, 45/F-48/F ( 5 storeys )	964 ( Note 6 )	1390 ( Note 3 )	1286 ( Note 2 )	904 ( Note 3 )	892 ( Note 3 )	1038 ( Note 3 )	1251 ( Note 3 )	<b>7,725 x 5 = 38,625</b>
49/F	1908 ( Note 9 )	1287 ( Note 2 )	904 ( Note 3 )	892 ( Note 3 )	1038 ( Note 3 )	1734 ( Note 9 )	-	<b>7,763</b>
50/F	3387 ( Note 5 )	1288 ( Note 2 )	904 ( Note 3 )	892 ( Note 3 )	1038 ( Note 3 )	3095 ( Note 8 )	-	<b>10,604</b>
51/F	-	2231 ( Note 4 )	1962 ( Note 4 )	-	-	-	-	<b>4,193</b>

<b>( B ) Commercial Unit</b>	<b>( 1,861,540 Management Shares )</b>
Including	
(i) Shopping arcade and ancillary spaces and facilities and enclosing walls	1,633,435 Management Shares
(ii) Residential Care Home	68,079 Management Shares
(iii) Transport Interchange	159,920 Management Shares
(iv) 2 light goods vehicle parking spaces for Residential Care Home at 53 Management Shares each.	106 Management Shares
<b>( C ) Parking Spaces for the Commercial Accommodation</b>	<b>( 7,330 Management Shares )</b>
Including	
(i) 285 Commercial Car Parking Spaces (comprising 279 Commercial Car Parking Spaces at 25 Management Shares each and 6 Commercial Car Parking Spaces for the disabled at 35 Management Shares each.)	7,185 Management Shares
(ii) 29 Commercial Motor Cycle Parking Spaces at 5 Management Shares each.	145 Management Shares
<b>( D ) Parking Spaces for the Residential Accommodation</b>	<b>( 3,925 Management Shares )</b>
(i) 153 Residential Car Parking Spaces (comprising 151 Residential Car Parking Spaces at 25 Management Shares each and 2 Residential Car Parking Spaces for the disabled at 35 Management Shares).	3,845 Management Shares
(ii) 16 Residential Motor Cycle Parking Spaces at 5 Management Shares each.	80 Management Shares
<hr/>	
<b>Total Management Shares of Phase 1 of the Development :</b>	<b>3,051,753 Management Shares</b>
<hr/>	

Remarks : (i) There is no Tower 4 in the Development.  
(ii) There are no 14/F, 24/F, 34/F & 44/F in Towers 1, 2, 9 and 10.  
(iii) 23/F is refuge floor in Towers 1, 2, 9 and 10.

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Note 2 : means including the bay window and the utility platform thereof.

Note 3 : means including the bay window, the balcony and the utility platform thereof.

Note 4 : means including the utility platform thereof, the roof(s) thereabove (inclusive of a jacuzzi), the flat roof adjacent thereto and the stairhood appertaining thereto.

Note 5 : means including the flat roof adjacent thereto, the roof(s) thereabove (inclusive of a swimming pool) and the stairhood appertaining thereto.

Note 6 : means including the bay window and the balcony thereof.

Note 7 : means including the bay window thereof and the flat roof adjacent thereto.

Note 8 : means including the flat roof adjacent thereto, the roof(s) thereabove (inclusive of a jacuzzi) and the stairhood appertaining thereto.

Note 9 : means including the flat roof adjacent thereto.



THE SECOND SCHEDULE ABOVE REFERRED TO

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

- (i) structural elements;
- (ii) external wall finishes and roofing materials (including but not limited to cladding, glass panels and extended external feature);
- (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) central air-conditioning and ventilation system;
- (xiii) swimming pool (filtration system);
- (xiv) extra low voltage system;
- (xv) security and carpark control system.

## APPENDIX

NIAR

IN WITNESS whereof the Registered Owner and the Manager have caused their respective Common Seals to be hereto affixed and the First Purchaser hath hereunto set his hand and 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 :- )

SEALED with the Common Seal of the First )  
Purchaser and SIGNED by )  
)  
Person(s) duly authorized by its Board of Directors )  
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

CITY SUCCESS LIMITED

and

and

KAI SHING MANAGEMENT SERVICES  
COMPANY LIMITED

\*\*\*\*\*

DEED OF MUTUAL COVENANT  
INCORPORATING MANAGEMENT AGREEMENT

\*\*\*\*\*

**WINSTON CHU & COMPANY**

Solicitors & Notaries  
608 One Pacific Place  
88 Queensway  
Hong Kong  
Tel : 2845-8138  
Fax : 2845-5964

Ref: WC/JT/234/2010      Type : CLC/clm  
H:JT\YLTL507\DMC-18a.doc  
DeedofMutualCovenant-YLTL507