

Dated the 14th day of June 2024

TOTAL SELECT LIMITED

and



and

**HANG LUNG MANAGEMENT SERVICES (HK)
LIMITED**
(恒隆管理服務(香港)有限公司)

**DEED OF MUTUAL COVENANT AND MANAGEMENT
AGREEMENT**

OF

NEW KOWLOON INLAND LOT NO.1744

MAYER | BROWN
好士打

NJYO/PHCH/20656743

CONTENTS

	Page
PARTIES AND RECITALS.....	1
SECTION I - DEFINITIONS	2
SECTION II - RIGHTS AND OBLIGATIONS OF OWNERS	14
SECTION III - ADDITIONAL RIGHTS OF THE FIRST OWNER	18
SECTION IV - MANAGER AND MANAGEMENT CHARGES	27
SECTION V - EXCLUSIONS AND INDEMNITIES	57
SECTION VI - OWNERS' COMMITTEE	59
SECTION VII - MEETING OF OWNERS	62
SECTION VIII - EXTINGUISHMENT OF RIGHTS	66
SECTION IX - MISCELLANEOUS PROVISIONS	69
THE FIRST SCHEDULE	73
THE SECOND SCHEDULE.....	76
THE THIRD SCHEDULE.....	79
THE FIFTH SCHEDULE	90

THIS DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT is dated the 14th day of June Two Thousand and Twenty Four and is made

BETWEEN

- (1) **TOTAL SELECT LIMITED** whose registered office is situate at 21st Floor, 4 Des Voeux Road Central, Hong Kong (hereinafter called the "**First Owner**" which expression shall where the context so admits include its respective successors and assigns) of the first part;
- (2) [REDACTED] of Flat [REDACTED] Floor, 皓日THE APERTURE, No.11 Ngau Tau Kok Road, Kowloon, Hong Kong (hereinafter called the "**First Assignee**" which expression shall where the context so admits include his executors, administrators and assigns) of the second part; and
- (3) **HANG LUNG MANAGEMENT SERVICES (HK) LIMITED** (恒隆管理服務(香港)有限公司) whose registered office is situate at 21st Floor, 4 Des Voeux Road Central, Hong Kong (hereinafter called the "**DMC Manager**" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part.

WHEREAS:-

- (A) Immediately prior to the Assignment to the First Assignee hereinafter referred to, the First Owner was the registered owner and in possession of the **Lot** (as hereinafter defined) and the **Development** (as hereinafter defined) which is held under the Government Lease (as hereinafter defined).
- (B) The First Owner has developed or is in the course of developing the Lot in accordance with the **Building Plans** (as hereinafter defined) and has erected or is in the course of erecting on the Lot the Development.
- (C) For the purposes of sale, the Lot and the Development have been notionally divided into 15927 equal **Undivided Shares** (as hereinafter defined) which have been allocated as provided in the First Schedule hereto.
- (D) By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed, the First Owner assigned unto the First Assignee the **First Assignee's Unit** (as hereinafter defined) Subject to and with the benefit of the Government Lease.
- (E) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, operation, maintenance, repair, cleansing, renovation, decoration, security, servicing, insurance and service (all or any of which activities are where not inapplicable hereinafter under the word "**management**") of the Lot and the Development and the **Common Areas and Facilities** (as hereinafter defined) therein and for the purpose of defining and regulating the rights, interests and obligations of the **Owners** (as hereinafter defined) in respect thereof and to provide for apportionment of the expenses of such management, maintenance, repair, renovation, insurance and service to be borne by the Owners.

NOW THIS DEED WITNESSETH as follows:-

SECTION I - DEFINITIONS

1.1 Definitions

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

"Accessible Parking Space for Visitors"

means the parking space in the Carpark for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap. 374, Laws of Hong Kong) and any regulations made thereunder and any amending legislation and for the purposes of identification only is shown coloured **YELLOW** and marked "V01" on the DMC Plans;

"air-conditioner platforms"

means the areas designated as areas for air-conditioning unit(s) which are shown coloured **LILAC** on the DMC Plans;

"Associate Corporation"

a subsidiary (within the meaning of the Companies Ordinance) of the First Owner or a subsidiary (within the meaning of the Companies Ordinance) of a holding company (within the meaning of the Companies Ordinance) of the First Owner;

"Authorized Person"

means Mr. Ng Kwok Fai of LWK & Partners (HK) Limited, which expression shall include any other authorized person or persons for the time being appointed by the First Owner in the place of the said Mr. Ng Kwok Fai;

"Building Management Ordinance"

means the Building Management Ordinance (Cap. 344, Laws of Hong Kong) and any statutory amendments, modifications or re-enactments thereof from time to time in force;

"Building Plans"

mean the general building plans and specifications (including any plans for the alteration and addition works in respect of the Development) or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority and include any approved amendments or modifications thereto from time to time;

"Carpark"

means such parts of the Development on the Basement Floor of the Development intended for the access, loading and unloading and the parking of motor vehicles and motor cycles and comprising the Parking Spaces, the Accessible Parking Space and the Carpark Common Areas and Facilities;

"Car Parking Space"

means any one of the parking spaces in the Carpark for the parking of motor vehicles

belonging to the Owners and Occupiers of the Development and their bona fide guests visitors or invitees as shown and delineated on the Building Plans, and for the purposes of identification only are marked "P01" to "P03", "P05" to "P12", "P15" to "P23", "P25", "P26", "R01" to "R03" and "R05" to "R08" respectively on the

Basement Plan of the DMC Plans;

"Carpark Common Areas and Facilities"

means and includes:-

- (a) the whole Carpark (except the Parking Space and the Accessible Parking Space for Visitors) including driveways, circulation areas, manoeuvring spaces, passages, waiting space, smoke lobby (S.L), , such areas and facilities of and in the Lot and the Development intended for the benefit of the Carpark as a whole or otherwise not of any individual Owner and which are shown coloured **GREEN** on the DMC Plans; and
- (b) such other areas and facilities of and in the Lot and the Development designated as Carpark Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s) or any other deed(s);

but excludes :-

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

"Club House"

means and includes the Residential Recreational Areas and Facilities (and other recreational areas and facilities of the Development (if any)) which are for the common use and benefit of the Owners or Occupiers of the Residential Units and their bona fide visitors;

"Club Rules"

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

"Commercial Accommodation"

means such parts on the Basement Floor, the Ground Floor and the First Floor of the Development (including such installation(s) located within the Commercial Accommodation) for use as shop(s), store, commercial, retail or other non-industrial purposes in accordance with the Building Plans including the loading and unloading spaces which for the purposes of identification only are shown coloured **PINK** and marked "L/UL 1" and "L/UL 2" respectively on the Basement Plan of the DMC Plans, the Signage Space(s), electrical meter room (E.M.R.), electrical room (ELECT. ROOM) 1, air-conditioning plant rooms (for retail), water meter cabinets (W.M.C),

unisex accessible toilet (U.A.T.), telecommunications and broadcasting (TBE) room (for commercial), hose reel (HR), lavatories, lifts, escalators, grease traps, the external walls (including curtain walls) and parts of the enclosing walls (including louvres), glass walls (if any) and block walls (if any) and window walls (if any)

abutting on the Commercial Accommodation, and are shown coloured **PINK** on the DMC Plans;

"Companies Ordinance"

means the Companies Ordinance (Cap.622, Laws of Hong Kong) and any statutory amendments, modifications or re-enactments thereof from time to time in force;

"Common Areas and Facilities"

mean collectively the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Carpark Common Areas and Facilities and all those parts and such of the facilities of the Development as may be designated as common areas and facilities in any Sub-Deed(s);

"Common EV Facilities"

means all such facilities installed or to be installed on the Basement Floor for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance (Cap.374, Laws of How Kong) parking at the Accessible Parking Space for Visitors and such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meters, base box, socket outlet, locks, covers and other security and/or protective devices, charging station, payment devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

"Development"

means the multi-storeyed building comprising, inter alia, the Carpark, the Commercial Accommodation and the Residential Accommodation now erected on the Lot and known or intended to be known as "皓日 THE APERTURE";

"Development Common Areas and Facilities"

means and includes:-

- (a) such parts of the Development which are intended for common use and benefit of the Development including but not limited to the Greenery Areas shown and coloured Indigo Stippled Black on the Greenery Area Plans of the DMC Plans, the foundations, columns and structures, structural walls, glass walls (if any), block walls (if any), window walls (if any) (but excluding glass walls (if any), block walls (if any), window walls (if any) which form part of the Commercial Accommodation), the window glass and window frames), existing drains, catchpits, culverts or manholes within the Lot and the Development, passages, entrances, stairways, staircases, landings, turn table, driveways, refuse storage and material recovery chamber (R.S.M.R.C.), electrical meter room (E.M.R.), fire services (F.S.) water tank, fire services (F.S.) pump room, fire services (F.S.) water check meter cabinet, pipe ducts (P.D.), pipe ducts (P.D.) room, electrical ducts (E.D.), fire services pipe ducts (F.S.P.D.), open area, vent shaft for basement carpark, smoke vent ducts (SVD), fire services (F.S.) control room, planters, sprinkler (SPR.) water tank,

sprinkler (SPR.) pump room, CLP cable riser pit, corridor for CLP cable riser trench, sprinkler (SPR.) pump rooms, the Transformer Room Facilities, fire services (F.S.) inlet, water meter cabinets (W.M.C), electrical room (ELECT. ROOM), air ducts (A.D.), electrical and mechanical (E & M) corridor,

inaccessible flat roof, main switch room, potable & flushing water tank & pump room (for podium), hose reel (HR), electrical (ELECT.) ducts, unisex accessible toilet (U.A.T.), management office, owners' corporation office, delivery corridor (CORRI.) for hosting of CLP transformer, CLP transformer hoisting area, emergency generator room, common air-conditioner platforms (if any), smoke lobbies (S.L.), lift lobbies, firemen's lift lobby, flat roof, corridors, ramp, parapet walls, canopy, water meter chambers, cable chamber, telephone ducts, cable ducts, wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Lot through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development, stone cladding, metal cladding, architectural features, lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, air-conditioning and ventilation system and any other areas, mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development; which are shown coloured **INDIGO** and **INDIGO STIPPLED BLACK** on the DMC Plans;

- (b) such parts of the external walls of the Development, excluding those external walls forming part of:-
 - (i) the Commercial Accommodation;
 - (ii) the Residential Units; or
 - (iii) the Residential Common Areas and Facilities;
- (c) and such other areas, apparatus, devices, systems and facilities of and in the Lot and the Development designated as Development Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s) or any other deed(s); and
- (d) to the extent not specifically provided in paragraphs (a), (b) and (c) above:-
 - (i) any parts of the Development covered by paragraph (a) of the definition of "**common parts**" set out in section 2 of the Building Management Ordinance; and
 - (ii) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "**common parts**" set out in section 2 of the Building Management Ordinance;

but excludes :-

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

"DMC Plans"

means the plans certified as to their accuracy by the Authorized Person annexed to this Deed for (in so far as being capable of being so identified) identifying various parts of the Development (including without limitation the Common Areas and Facilities);

"Fire Safety Management Plan"

means the fire safety management plan and measures relating to the Residential Units with open kitchen required to be implemented by the Buildings Department, Fire Services Department and any other relevant Government authority, which includes any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant Government authority;

"First Assignee's Unit"

All Those 48 equal undivided 15,927th parts or shares of and in the Lot and the Development together with the sole and exclusive right to hold use occupy and enjoy All Those premises known as Flat C on the 18th Floor of the Development;

"Fitting Out Rules"

means the fitting out rules regulations and procedures as the Manager may from time to time make or implement for the fitting out of any part or parts of the Development;

"FRR Wall"

means the full height wall having an fire resistance rating of not less than -/30/30 (if any) adjacent to the entrance door of a Residential Unit with open kitchen which is shown coloured **RED** on the DMC Plans;

"Government"

means the Government of Hong Kong;

"Government Lease"

mean the documents of title setting forth the rights and entitlements granted by the Government in respect of the Lot, namely a new Government Lease which is deemed to have been granted under and by virtue of the Government Leases Ordinance (Cap. 40, Laws of Hong Kong) for a further term of 24 years less the last 3 days thereof commencing from 1 July 1973 immediately after the expiration of the original term of 75 years commencing on 1 July 1898 created by the original Government Lease of the Lot dated 24 June 1937 and made between His Late King George VI of the one part and Arron Sungo Ching of the other part and which further term of 24 years has been extended until 30 June 2047 pursuant to Section 6 of the New Territories Leases (Extension) Ordinance (Cap. 150, Laws of Hong Kong) and shall include any subsequent extensions or modifications thereto or renewals thereof;

"Greenery Areas"

means the greenery areas shown coloured **INDIGO STIPPLED BLACK** and **YELLOW STIPPLED BLACK** on the Greenery Area Plans of the DMC Plans;

"Hong Kong"

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

"House Rules"

mean such rules and regulations as the Manager may make from time to time in accordance with the provisions of this Deed for the proper and more efficient management of the Lot and the Development, and including without limitation the Club Rules;

"Lot"

means all that piece or parcel of ground registered in the Land Registry as New Kowloon Inland Lot No.1744;

"Maintenance Manual for the Works and Installations"

means the maintenance manual for the Works and Installations as mentioned in Clause 9.12 of Section IX as may from time to time be amended or revised in accordance with the provisions of this Deed;

"Management Expenses"

means expenses, costs and charges and necessarily and reasonably incurred or to be incurred in the management and maintenance of the Lot and the Development and the Common Areas and Facilities therein to be borne by the Owners including the Manager's remuneration as provided in this Deed;

"Management Shares"

means the management shares allocated to the Units as provided in the First Schedule hereto or any Sub-Deed for the purpose of calculating the contributions payable by their respective Owners towards the management expenditure of the Development;

"Manager"

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

"Motor Cycle Parking Space"

means the parking space in the Carpark for the parking of motor cycles belonging to the Owners and Occupiers of the Development and their bona fide guests visitors or invitees as shown and delineated on the Building Plans, and for the purposes of identification only is marked "M01" to "M03" and "RM01" on the Basement Plan of the DMC Plans;

"Non-common EV Facilities"

means all such facilities installed or to be installed on the Basement Floor for serving any of the Parking Spaces exclusively for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance (Cap. 374, Laws of Hong Kong) parking at such Parking Spaces; such facilities shall include but not limited to such wires, cables, ducts, trunking, electric

meter, base box, socket outlets, locks, covers and such other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

"Non-enclosed Areas"

- (a) the balconies of the Residential Units which are shown coloured **BROWN** on the DMC Plans and the covered areas underneath the said balconies; and
- (b) the utility platforms of the Residential Units which are shown coloured **VIOLET** on the DMC Plans and the covered areas underneath the said utility platforms;

"Occupation Permit"

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

"Occupier"

means any person occupying or using a Unit with the consent, express or implied, of an Owner who owns the Unit, including without prejudice to the generality thereof, any tenant, any member of the Owner's or tenant's family and any of the Owner's or tenant's servants, agents, invitees and licensees, and "**Occupiers**" shall be construed accordingly;

"Owner"

means and includes each person who for the time being appears from the records at the Land Registry to be the owner of an Undivided Share and every joint tenant or tenant in common of any such Undivided Share and its, his or their executors, successors and assigns and where any such Undivided Share has been assigned or charged by way of mortgage or charge the word Owner shall also include both mortgagor or chargor and mortgagee or chargee in possession or any mortgagee or chargee who has foreclosed PROVIDED THAT subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such Undivided Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession or has foreclosed such Undivided Shares, and "**Owners**" shall be construed accordingly;

"Owners' Committee"

means a committee of the Owners of the Development established under the provisions of these presents and, where an Owners' Corporation has been formed, the management committee of the Owners' Corporation;

"Owners' Corporation"

means the Owners' corporation of the Lot and the Development incorporated and registered under the Building Management Ordinance;

"Parking Space"

means any of the Car Parking Spaces and the Motor Cycle Parking Spaces, including

the Non-common EV Facilities but excluding any part of the Common Areas and Facilities, and "**Parking Spaces**" shall be construed accordingly;

"Residential Accommodation"

means such parts of the Development as are intended for private residential purposes including the Residential Units and the Residential Common Areas and Facilities;

"Residential Common Areas and Facilities"

means and includes:-

- (a) those parts of the Residential Accommodation in the Development intended for the common use and benefit of the Owners and residents of the Residential Accommodation and the bona fide guests, visitors or invitees thereof, includes but not limited to the Accessible Parking Space for Visitors, the Common EV Facilities, the Club House, the Residential Loading and Unloading Space, the Greenery Areas which are shown coloured Yellow Stippled Black on the Greenery Area Plans of the DMC Plans, residential entrance lobby, lifts, lift lobbies (including temporary refuge space(s)), fireman's lift lobby (if any), lift shafts, common corridors, staircases, potable & flushing water tank & pump room (for tower), telecommunication and broadcasting (TBE) room (for residential), electrical (ELECT.) room, electrical (ELECT.) ducts (E.D.), electrical meter cabinet (E.M.C), void for residential entrance lobby, canopies, planters, landscape gardens, covered landscape areas, outdoor swimming pool, children's pool, pool deck, footbath, flat roofs, pipe ducts (P.D.), extra-low voltage (ELV.), fire services pipe ducts (FSPD), fire hydrant (FH), hose reel (HR), pipe duct (P.D.) room, refuse storage and material recovery room (R.S.M.R.R.), air duct (A.D.), water meter cabinets (W.M.C.), pipe wells, electrical meter room (E.M.R.), top of balcony and utility platform, roofs (refuge floor), fan rooms, fan room (for refuse storage and material recovery room (RSMRR)), cleansing water tank and pump room, lift machine room, flushing water tank, flushing water tank and pump room, potable water tank, potable water tank and pump room, mailboxes, architectural features (if any), pipe ducts and such of the passages, entrances, landings, halls, entrance lobbies, common air conditioning platforms (if any), the gondola (as hereinafter defined), structural walls, stairways, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the Owners and residents of the Residential Accommodation and their bona fide guests, visitors or invitees and such other areas within the Lot and such other systems, devices and facilities within the Development intended for common use and benefit of the Residential Accommodation in accordance with this Deed which are shown coloured **YELLOW, YELLOW CROSS HATCHED BLACK** and **YELLOW STIPPLED BLACK** on the DMC Plans; and

- (b) such pieces of glass panels, stone cladding, metal cladding and architectural features wholly enclosing or fronting a Residential Unit, the external walls (including the curtain walls) and the other enclosing walls abutting on the Residential Accommodation and other parts of the Development not forming part of the Residential Units, the Commercial Accommodation or the Development Common Areas and Facilities, and including the architectural features and fins thereon, but excluding:-
 - (i) the glass or metal balustrades or railings of the balconies, utility platforms, flat roofs or air-conditioner platforms which form parts of the relevant Residential Units; and
 - (ii) the openable parts of the curtain wall structures of the Residential Accommodation which said openable parts shall form parts of the relevant Residential Units;
- (c) such areas and facilities of and in the Residential Accommodation intended for the common use and benefit of the Residential Accommodation as a whole;
- (d) such other areas, apparatus, devices, systems and facilities of and in the Lot and the Development within the Residential Accommodation designated as Residential Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s) or any other deed(s);

but EXCLUDING:-

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

"Residential Loading and Unloading Space"

means the one space for the loading and unloading of goods vehicles in connection with the Residential Accommodation as shown and delineated on the Building Plans, and for the purposes of identification only shown coloured **YELLOW** and is marked "L/UL 3" on the Basement Plan of the DMC Plans;

"Residential Recreational Areas and Facilities"

means the recreational areas and facilities and all other associated plants and equipment of and for such facilities as are now or from time to time constructed by the First Owner and designed for such purposes as may be designated by the First Owner for the common use of the Owners or Occupiers of the Residential Units and their bona fide visitors, including but not limited to the filtration plant room for residential recreational facilities (RRF) outdoor swimming pool, karaoke room, unisex accessible toilet (U.A.T.), function room, games room, children play, store, pantry, library, circulation, seating area, meeting room, changing rooms, yoga / dance and gym, and which are shown coloured **YELLOW CROSS-HATCHED BLACK** on the DMC Plans;

"Residential Unit"

means a Unit situated in the Residential Accommodation intended for residential use in accordance with the Building Plans and the Occupation Permit, and shall include but not limited to:

- (a) any balcony, utility platform, flat roof or air-conditioner platform held with and forming part of the such Residential Unit;
- (b) all the windows, window frames, glass of windows, the openable parts of the curtain wall structures of the Residential Accommodation;
- (c) the non-load bearing or non-structural internal walls and partitions of or within the Residential Unit and such part of the prefabricated external walls forming part of a Residential Unit;
- (d) the non-load bearing or non-structural inner half of any wall (other than the external walls of the Development) and partition of or within the Residential Unit separating the Residential Unit or any part thereof from any other part(s) of the Development;
- (e) the inner half of any parapet and any fence wall (whether concrete, bricklaying or otherwise) of a balcony, utility platform, flat roof or air-conditioner platform held with and forming part of the Residential Unit separating that balcony, utility platform, flat roof or air-conditioner platform from any other part(s) of the Development but excluding the entire thickness of any parapet and any fence wall enclosing a flat roof or roof as shown coloured yellow and forming part of the Residential Common Areas and Facilities on the DMC Plans separating that flat roof or roof from other part(s) of the Development Provided That any parapet and any fence wall that does not wholly enclose within a balcony, utility platform or air-conditioner platform but extends beyond such balcony, utility platform or air-conditioner platform shall form part of a Residential Unit;
- (f) the floor slabs (and in the event the floor slab is separating the Residential Unit (or any balcony, utility platform, flat roof or air-conditioner platform held with and forming part of the Residential Unit) from other part or parts of the Development, the upper half of such floor slab), ceiling slabs (and in the event the ceiling slab is separating the Residential Unit (or any balcony, utility platform, flat roof or air-conditioner platform held with and forming part of the Residential Unit) from other part or parts of the Development, the lower half of such ceiling slab) which are all non-load bearing or non-structural of or within the Residential Unit;
- (g) the glass doors, glass balustrades, metal balustrades or railings of the balconies, utility platforms, flat roofs or air-conditioner platforms held with and forming part of such Residential Unit as approved under the Building Plans;
- (h) the false ceilings and lighting fixtures of the balconies, utility platforms, flat roofs or air-conditioner platforms held with and forming part of such Residential Unit; and
- (i) the drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires and utility services and facilities serving exclusively the Residential

Units,

and "**Residential Units**" shall be construed accordingly;

"Signage Space(s)"

means such portion of the external wall in the Development reserved for advertising and other lawful purposes which is (insofar as it is capable of being shown on plans) for the purposes of identification shown respectively coloured **ORANGE HATCHED BLACK and ORANGE CROSS-HATCHED BLACK** and marked "SIGNAGE SPACE 1" and "SIGNAGE SPACE 2" respectively on the DMC elevation plan – (elevation 1) and DMC elevation plan – (elevation 2) of the DMC Plans;

"Special Fund"

means the Special Fund maintained by the Manager pursuant to Clause 4.11 hereof;

"Sub-Deed"

means a sub-deed of mutual covenant in respect of any part or parts of the Lot and any part or parts of the Development to be entered into pursuant to the provisions of this Deed, and "**Sub-Deeds**" shall be construed accordingly;

"Transformer Room Facilities"

transformer rooms, cable accommodations and all associated facilities,

"Undivided Shares"

mean those equal undivided parts or shares of and in the Lot and of and in the Development allocated in accordance with the provisions of these presents or in accordance with any Sub-Deed(s) or any other deed(s);

"Unit"

means (i) a Residential Unit, (ii) a Parking Space, (iii) the Commercial Accommodation or (iv) any part or parts of the Development in respect of which a specific number of Undivided Share is allocated in accordance with this Deed or sub-allocated in accordance with any Sub-Deed(s) or any other deed(s) respectively and is intended for separate and exclusive use, possession and occupation by the Owner thereof, and "**Units**" shall be construed accordingly;

"window"

in relation to any Residential Unit, means any louvres and openable window of a Residential Unit together with all the glass of windows and window frames thereof (if any) and "**windows**" shall be construed accordingly; and

"Works and Installations"

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

Clause 9.12 of this Deed.

1.2 **Genders**

In these presents (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter and vice versa and words importing persons shall include corporations and vice versa.

1.3 **References to ordinances**

References to any ordinance or statutory provisions shall include or mean any statutory amendments, modifications or re-enactments thereof from time to time being in force.

1.4 **Clause Headings**

Clause headings are inserted for convenience only and for reference, and in no way define, limit or describe the scope of this Deed or the intent of any provisions thereof.

1.5 **References to "this Deed"**

Any reference to "this Deed" shall mean this Deed of Mutual Covenant and Management Agreement.

SECTION II - RIGHTS AND OBLIGATIONS OF OWNERS

2.1 **Grant of rights to the First Owner**

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

2.2 **Grant of rights to the First Assignee**

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

2.3 **Rights of all Owners**

Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the Second Schedule hereto and the express covenants and provisions herein contained.

2.4 **Owners bound by covenants and restrictions**

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

2.5 **Rights to assign without reference to other Owners**

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

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

- (a) The right to the exclusive use, occupation and enjoyment of any part of the Lot or the Development shall not be sold, assigned, mortgaged, charged or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause shall not extend to leases or tenancies.
- (b) The right to the exclusive use, occupation and enjoyment of the flat roof (if any), balcony (if any), utility platform (if any) or air-conditioner platform (if any)

specifically assigned by the First Owner shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Unit with which such flat roof, balcony, utility platform or for air-conditioner platform is held.

2.7 Rights of Owners

(a) Rights of Every Owner

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

(b) Rights of Owner of Residential Unit

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

(c) Rights of Owner of Parking Space

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

(d) Rights of Owner of the Commercial Accommodation

(i) Notwithstanding anything herein contained and without prejudice or any limitation to the rights reserved to the First Owner under this Deed and subject to observance and compliance with any applicable laws and regulations, an Owner of the Commercial Accommodation (or part(s) thereof) shall have the right to affix, erect, maintain, alter, renew, service, repair, replace and remove:-

(A) signs, signboards, advertisements (illuminated or otherwise), lighting fixtures and any other fixtures and structures of whatsoever kind onto the external walls of the Commercial Accommodation or any part thereof (including but not limited to the Signage Space(s)) for advertising or to grant the right to do so to any person or to grant the right to do so to any person; and

(B) canopies and awnings onto the shop front or to grant the right to do so to any person

PROVIDED THAT any such signs, signboards, advertisements, lighting fixtures, fixtures and structures and any such canopies and awnings shall not unreasonably interfere with the use and enjoyment by other Owners of their Units and shall (unless the relevant part(s) of the Commercial Accommodation is owned by the First Owner) be subject to the prior written consent of the Manager who may in its discretion impose conditions to the consent and

FOR THIS PURPOSE, an Owner of the Commercial Accommodation (or part(s) thereof) shall have:-

- (C) the right to enter into and upon any part of the Lot and the Development including all parts of the roofs, flat roofs, canopy(ies) and related parapet(s) (save and except those parts of the Lot and the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with or without workmen and equipment at all reasonable times on giving prior written notice (save in case of emergency) and the right to affix or dock gondolas on such roofs, flat roofs, canopy(ies) and related parapet(s) for any or all of the purposes aforesaid; and
 - (D) the right to license or otherwise permit or grant the right so to do to any other person on such terms as the Owner of the Commercial Accommodation (or part(s) thereof) may deem fit;
- (ii) An Owner of the Commercial Accommodation (or part(s) thereof) shall before carrying out any works in relation to his Unit (including but not limited to the Signage Space(s)) effect and keep at all times during the carrying out of such works comprehensive third party insurance cover in such amount and scope as notified to the Manager with a reputable insurance company as shall be approved by the Manager and endorsing the respective interests of the Manager, all Owners of the Development and the Owners' Corporation (if formed).
 - (iii) Subject to the provisions of this Deed, an Owner of the Commercial Accommodation (or any part(s) thereof) 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 Management Share in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to partition or sub-divide his Commercial Accommodation (or any part(s) thereof) (including but not limited to the Signage Space(s)) into various Units and to allocate, re-allocate or sub-allocate the Undivided Shares and the Management Shares in respect of his Commercial Accommodation (or any part(s) thereof) to such various Units and to sell, assign, mortgage, lease, license or otherwise dispose of or deal with his Undivided Shares and Management Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of his Commercial Accommodation (or any part(s) thereof) (including but not limited to the Signage Space(s)) which may be held therewith PROVIDED THAT any such sale, assignment, mortgage, lease or licence shall be made expressly subject to and with the benefit of this Deed.
 - (iv) The right to name and to change the name of the Commercial Accommodation at any time as the Owner of the Commercial Accommodation shall deem fit and to execute any documents in the name of the Owner of the Commercial Accommodation in connection therewith without the necessity of joining in any other Owner upon giving three (3) months' notice to the Owners and the Owner of the Commercial Accommodation shall not be liable to any Owner or other person having an interest in the Development for any damages, claims, costs or expenses resulting therefrom or in connection therewith.

- (v) An Owner of the Commercial Accommodation or any part thereof (including but not limited to the Signage Space(s)) shall have the right to have free and uninterrupted passage and running of electricity and various other services (if any) from and to the Commercial Accommodation or any part thereof (including but not limited to the Signage Space(s)) through the ducts, cables, pipes, wires and other conducting media which now are or may at any time hereafter be in, under or passing through the Lot and the Development (including the Common Areas and Facilities) or any part or parts thereof for the proper use and enjoyment of the Commercial Accommodation or any part thereof (including but not limited to the Signage Space(s)).
- (e) Rights subject to this Deed, etc.

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

2.8 **Assignment of Common Areas and Facilities**

Upon execution of this Deed, the First Owner shall assign to the Manager as trustee for all Owners free of costs or consideration the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities subject to and with the benefit of the Government Lease and this Deed. In the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with these presents, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign such Undivided Shares relating to the Common Areas and Facilities and transfer the management responsibility to it free of costs or considerations and in which event the Manager shall assign free of costs the Undivided Shares allocated to the Common Areas and Facilities and transfer free of costs the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners.

SECTION III - ADDITIONAL RIGHTS OF THE FIRST OWNER

3.1 Additional rights of the First Owner

The First Owner (which for the purposes of this Clause 3.1 shall include an Associate Corporation, but shall exclude the other successors and assigns of the First Owner and the successors and assigns of the Associate Corporation) shall for as long as it remains the beneficial owner of any Undivided Share have the sole and absolute right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights:-

- (a) To build and operate in the Common Areas and Facilities

The right to build and operate in such part or parts of the Common Areas and Facilities to complete the Development in accordance with the Building Plans and for any purposes as the First Owner sees fit PROVIDED THAT such buildings and operations shall not contravene the terms and conditions of the Government Lease or any of the laws and regulations for the time being in force in Hong Kong and shall not interfere with the exclusive right of any Owner to hold, use, occupy and enjoy the part of the Development owned by him or unreasonably impede or restrict the access to and from any such part of the Development.

- (b) To carry out building works

The right to carry out all necessary demolition, reinstatement, alteration, addition or construction works in the Lot and the Development pursuant to any development, future development or redevelopment of any part of the Lot and the Development the exclusive right to hold, use, occupy and enjoy of which is owned by the First Owner (the "**First Owner's Premises**") and/or pursuant to any amendment of the Building Plans or pursuant to this Deed PROVIDED THAT the First Owner 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 First Owner may use the Common Areas and Facilities as means of transport and passage of building materials and equipment; (ii) all demolition, reinstatement, alteration, addition or construction areas adjoining any part or parts of the Development are to be properly enclosed during the period of demolition, reinstatement, alteration, addition or construction; and (iii) all reasonable safety precautions in relation to such works are to be taken to prevent any objects falling or being dumped from the demolition, reinstatement, alteration, addition or construction areas or any electrical installations and circuits of the Development being overloaded or any disturbance or damage being caused to the Development PROVIDED FURTHER THAT the First Owner shall 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, reinstatement, alteration, addition or construction works PROVIDED FURTHER THAT any such right to construct maintain lay alter remove re-route and renew 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 the access to and from any such part of the Development.

- (c) To demolish existing buildings etc.

- (i) The right to enter into and upon all parts of the Lot 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 First Owner's Premises and/or of constructing such other buildings or structures thereon or thereunder or on top of the roof or podium (if any) of any existing buildings erected on the First Owner's Premises and may, for such purposes, carry out all such works in, under, on or over such part or parts of the Lot and the Development as it may from time to time see fit. The right of the First Owner to enter the Lot and the Development (excepted as aforesaid) to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner. The First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Lot and the Development that the Owners, their tenants, servants, agents, visitors, Occupiers 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 right to hold, use, occupy and enjoy the part of the Development which he owns or unreasonably impede or restrict the access to and from any such part PROVIDED FURTHER THAT the First Owner shall promptly make good any damage that may be caused by or arise from such construction or demolition works;

(ii) 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 with power to postpone such works as the First Owner shall deem fit.

(d) To subdivide Unit(s), amend Building Plans etc.

The right to:-

(i) sub-divide and re-partition any Unit or Units the sole and exclusive right to hold use occupy and enjoy of which belongs to the First Owner;

(ii) change, amend, vary, add to or alter the Building Plans existing at the date hereof for such purpose and in such manner as the First Owner shall deem fit;

(iii) subject to the Government Lease and this Deed and the compliance with all applicable laws and regulations, to make structural or non-structural alterations or additions to the Development or the services or facilities installed therein or any part or parts thereof of which the sole and exclusive right to hold use occupy and enjoy of which belongs to the First Owner

without the concurrence or approval of the Manager or any Owner or any of the other parties hereto and no such sub-division, re-partitioning, structural or non-structural alterations or additions, change, amendment, variation, alteration or addition shall give to any Owner any right of action against the First Owner PROVIDED THAT any such sub-division, re-partitioning, structural or non-structural alterations or additions, change, amendment, variation, addition or alteration shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or unreasonably impede or restrict the access to and from any such part of the Development and nothing herein shall absolve the First Owner from the requirement of obtaining the prior written consent of the relevant authorities and/or other Government authorities pursuant to the Government Lease or other applicable legislation.

(e) To change user

Subject to the approval of the relevant Government authorities (if required), at any time hereafter and from time to time the right to change the user in respect of the parts of the Lot and the Development which have not been sold or assigned by the First Owner PROVIDED THAT the right of an Owner to hold, use, occupy and enjoy the part of the Lot and the Development which he owns shall not be interfered with and the right of an Owner to access his Unit shall not be impeded upon.

(f) To affix telecommunication equipment and electrical equipment

The right to affix, erect, maintain, alter, renew, service, repair, replace and remove any one or more chimneys, flues, pipes, pumps, tanks, trunking, conduits, cables, signs, advertisements (illuminated or otherwise), masts, plants, machinery, equipment, lightning conductors and lighting fixtures, systems for broadcast transmission and reception, information distribution and communication, including without limitation to satellite master antennae system, communal aerial broadcast and distribution systems, microwave distribution systems, cable and wireless communications systems, telecommunications transmission, reception and transponder systems, aerials, dishes, antennae, transmitters, transponders, receivers, tuners, cable ducts, cable duct antennae, generator sets, generator set cables and the ancillary equipment and connections thereto and other fixtures and structures of whatsoever kind on any part or parts of the Common Areas and Facilities or on such other areas of the Development the exclusive right to hold, use, occupy and enjoy of which belongs to the First Owner or to grant the right to do so to any person PROVIDED THAT written approval of the Owners by a resolution passed at a meeting of the Owners convened under this Deed shall first be obtained where Common Areas and Facilities are concerned PROVIDED ALWAYS THAT any such fixtures shall not unreasonably interfere with the use and enjoyment by other Owners of the parts of the Development owned by them and FOR THIS PURPOSE, the First Owner shall have:-

- (i) the right to enter into and upon any part of the Lot and the Development with or without workmen and equipment at all reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes aforesaid; and
- (ii) the right to license or otherwise permit or grant the right so to do to any other person on such terms as the First Owner may deem fit;

PROVIDED FURTHER THAT any consideration received as a result of the exercise of such rights in so far as the Common Areas and Facilities are concerned shall be credited to the Special Fund.

(g) To name and to change the name of the Development

Subject to the right of the Owner of the Commercial Accommodation to name and to change the name of the Commercial Accommodation, the right to name and to change the name of the Development at any time as the First Owner shall deem fit and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner upon giving three (3) months' notice to the Owners and the First Owner shall not be liable to any Owner or other person having an interest in the Development for any damages, claims, costs or expenses resulting therefrom or in connection therewith.

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

The right to dedicate to the public any part or parts of the Lot and the Development which have not been sold or assigned by the First Owner for the purposes of passage with or without vehicles or in such manner as the First Owner shall in its absolute discretion deem fit and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner PROVIDED THAT in making such dedication, the First Owner shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns nor unreasonably impede or restrict an Owner's right of access to and from his part of the Development.

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

The right without the necessity of making any Owner entitled to the exclusive use, occupation and enjoyment of any part or parts of the Lot or the Development a party to enter into Sub-Deed(s) in respect of any part or parts of the Development still owned by the First Owner PROVIDED THAT such Sub-Deed(s) shall not conflict with the provisions of this Deed nor affect the rights, interests or obligations of the other Owners bound by any other previous Sub-Deed(s).

- (j) To lay drains etc.

The right to construct, maintain, lay, alter, remove, re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other similar structures within the Lot and the Development (other than the First Assignee's Unit) or partly within the Lot and the Development and adjoining land to supply utilities services to the Lot and the Development and/or to any other adjoining adjacent or neighbouring premises and to grant licence or otherwise permit or grant the right so to do any of the aforesaid to any person on such terms and conditions as the First Owner may deem fit.

- (k) To substitute Common Areas and Facilities

Subject to the written consent of the Owners' Committee or the Owners' Corporation (if formed), the right to amend, vary, alter, add to, modify or substitute any part of the Common Areas and Facilities PROVIDED ALWAYS THAT the Owners' rights and interest shall not be adversely affected.

- (l) To deal with and/or allocate and/or re-allocate Undivided Shares and Management Shares

At all times hereafter but subject to and with the benefit of 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 and Management Shares retained by the First Owner and to allocate and from time to time to re-allocate the Undivided Shares and Management Shares so retained by the First Owner to any other part of the Development retained by the First Owner 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 within the Development PROVIDED FURTHER THAT the total number of Undivided Shares and Management Shares in respect of the Development shall remain the same after such allocation or re-allocation.

- (m) To adjust boundary of the Lot

The right to adjust and/or re-align the boundary of the Lot and to negotiate and agree with the Government in connection therewith and for that purpose to execute any

documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner PROVIDED THAT the use and enjoyment of Units by other Owners and the right of access from and to such Units shall not be affected.

(n) To surrender or assign to Government

The right and privilege without the necessity of joining in any other Owner to surrender or assign or part with possession of any part or parts of the Lot and/or the Development (other than a Unit which has been sold or assigned to an Owner by the First Owner) which is required to be surrendered or assigned to the Government PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit.

(o) To negotiate with the Government

The right at its own cost and expense to apply to, negotiate and agree with the Government with a view to amend, vary or modify the Government Lease (including the plan(s) annexed thereto) or any conditions thereof or to procure a licence or easement from the Government for installing on Government land, pipes, sewers, subways or other facilities serving the Lot and/or the Development or any part thereof in such manner as the First Owner may deem fit including, and without limiting the generality of the foregoing, any amendment, variation or modification of the Government Lease (including the plan(s) annexed thereto) the effect of which is to:-

- (i) alter or vary the permitted use or density of development of any part or parts of the Development; or
- (ii) confer on or except and reserve unto the Government the right to require any variation or modification to any part of the Lot and the Development and/or the right to grant to any owner and his successors and assigns of any adjoining or neighbouring land or any land adjoining or connected to any adjoining or neighbouring land whether by any private or public roads or passageways or otherwise the right and liberty to pass, repass, on, along, over or through the Lot and the Development with or without vehicles for access to or otherwise for the proper use and enjoyment of such land subject to such terms and conditions as the Government may deem appropriate,

without the concurrence or approval of the Owners (except where the proposed amendment, variation or modification relates to Units other than those remaining in the ownership of the First Owner) and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in the Owners (except where the proposed amendment, variation or modification relates to Units other than those remaining in the ownership of the First Owner) and any such amendment or variation or modification or licence or easement shall be binding on the Owners and no such amendment or variation or modification or licence or easement shall give to any Owner any right of action against the First Owner PROVIDED THAT the exercise of this right shall not interfere with an Owner's right and privilege to hold, use and enjoy his Unit or impede or restrict the access to or from any such part of the Development.

(p) To obtain rights over adjoining lands

The right and privilege to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways,

walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by licence for the benefit of the Lot and the Development on such terms and conditions and from such persons as the First Owner shall deem fit.

(q) To grant rights to adjoining lands

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

- (i) the exercise of this right shall not contravene the provisions of the Government Lease;
- (ii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit; and
- (iii) any benefit acquired out of the exercise by the First Owner of the rights under this sub-Clause in so far as it affects the Common Areas and Facilities shall be held upon trust for all the Owners and, if such benefit is in monetary terms, shall be credited towards the Special Fund.

(r) To enter into deed(s) of grant of easement

Without prejudice to the generality of sub-clauses (p) and (q) above, the right, with or without joining any Owner, to enter into any deed or deeds of grant of easement in favour of the Owners and/or Occupiers of neighbouring premises or to release or extinguish any easement or right of way exercisable by the Owners of the Lot over any neighbouring premises at any time or times and on such terms and subject to such conditions and with such party or parties as the First Owner may deem appropriate, and to enter into any deed or deeds, at any time or times, to vary, amend or otherwise alter the terms, conditions or covenants of or contained in such deed or deeds so long as the same does not or do not affect the right of any Owner to the exclusive use and occupation of his Unit and does not impede or restrict the access to and from any part or parts of the Development and the Lot.

(s) To change floor numbering

Subject to the approval of the relevant Government authorities (if required), the full and unrestricted right without interference by the other Owners to designate or re-designate the floor numbering and allocate or re-allocate an appropriate number of Undivided Shares to such areas in the Development which are owned by the First Owner.

(t) To adjust numbering of Units etc.

Subject to the approval of the relevant Government authorities (if required), the right to adjust the number or numbering of Units and/or the layout of the Units and to re-designate and re-adjust the same and allocate or re-allocate an appropriate number of Undivided Shares to such Units without the concurrence or approval of any Owner PROVIDED THAT the exercise of this right shall be restricted to the Units which have not been sold or assigned by the First Owner.

- (u) To incorporate extensions

The right and privilege to negotiate and agree with the Government to incorporate any lands as extensions to the Lot PROVIDED THAT unless the same is done at the request or for the benefit of the Owners all premia and fees payable for the same shall be borne by the First Owner AND PROVIDED THAT unless the same is done at the request or for the benefit of the Owners, no Owner except the First Owner shall have any claim for any benefit or compensation arising therefrom AND PROVIDED FURTHER THAT as from the date of such incorporation the relevant extension shall form part of the Lot and shall be subject to this Deed and any relevant Sub-Deed(s).

- (v) To appoint operator for the Carpark

The right to enter into contracts with and to appoint operator for the Carpark PROVIDED THAT such appointment shall not interfere with the exclusive right of any Owner to hold, use, occupy and enjoy the part of the Development owned by him or unreasonably impede or restrict the access to and from any such part of the Development.

- (w) To subjacent and lateral support

The right to subjacent and lateral support from the remainder of the Development.

- (x) To bring legal action

The right to bring legal action at its own cost against owners of premises adjacent to the Development for encroachment onto the Lot and the Development or any part or parts thereof without joining in any other Owner and damages or relief obtained shall belong to the First Owner.

Unless otherwise stated any consideration received or receivable in the exercise by the First Owner of any of the rights and privileges reserved unto it under this Clause 3.1 shall if the First Owner deems fit be for the own use and benefit of the First Owner and may be on such terms and conditions as the First Owner may deem appropriate and unless otherwise stated any such rights and privileges may be exercised and enjoyed without the concurrence or consent of any other Owner or the necessity of joining any other Owner as parties to any documents PROVIDED THAT unless otherwise stated, if such rights and privileges shall be affecting, arising out of or in connection with the Common Areas and Facilities, any such monetary consideration received therefor as aforesaid shall be credited to the management account for the management and maintenance of the Lot and the Development or the Special Fund (as the case may be). So far as the law permits, the First Owner shall have the right from time to time to confer grant or assign any of its rights in this Clause on or to any other person or permit the exercise of any such rights by any other person.

3.2 **Appointment of the First Owner as the Owners' Attorney and Covenants in Assignments**

- (a) Power of attorney to the First Owner

The Owners hereby jointly and severally and irrevocably APPOINT the First Owner (which for the purposes of this Clause 3.2 shall include an Associate Corporation, but shall exclude the other successors and assigns of the First Owner and the successors and assigns of the Associate Corporation) as their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 3.1 above and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned appointment and grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.

(b) Assignment to include covenants

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

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

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 3.1 of a Deed of Mutual Covenant and Management Agreement dated the [] day of [] and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
- (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Company as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and

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

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

SECTION IV - MANAGER AND MANAGEMENT CHARGES

4.1 Appointment and Termination of Manager

- (a) Subject to the provisions of the Building Management Ordinance, the DMC Manager shall undertake the management of the Lot and the Development and the Common Areas and Facilities therein from the date of appointment under this Deed for an initial term of two (2) years and such appointment shall continue until terminated as provided in this Clause 4.1.
- (b) The appointment of the Manager may be terminated as follows:-
 - (i) the appointment is terminated by the Manager by giving not less than three (3) months' notice of termination in writing of his intention to resign:-
 - (A) by sending such notice to the Owners' Committee; or
 - (B) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.
 - (ii) The notice referred to in Clause 4.1(b)(i)(B) may be given:-
 - (A) by delivering it personally to the Owner; or
 - (B) by sending it by post to the Owner at his last known address; or
 - (C) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit; or
 - (iii) prior to the formation of the Owners' Corporation, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) and by giving the Manager not less than three (3) months' notice in writing; or
 - (iv) in the event that the Manager is wound up or has a receiving order made against it.
- (c) (i) Where an Owners' Corporation has been formed and subject to Clause 4.1(c)(iv), at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution:-
 - (A) passed by a majority of the votes of the Owners voting either personally or by proxy; and
 - (B) supported by the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities),

terminate by notice the appointment of the DMC Manager without

compensation.

- (ii) The resolution under Clause 4.1(c)(i) shall have effect only if:-
 - (A) such notice of termination of appointment is in writing;
 - (B) provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;
 - (C) such notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
 - (D) such notice and the copy of the resolution is given to the DMC Manager within fourteen (14) days after the date of the meeting.
- (iii) The notice and the copy of the resolution referred to in Clause 4.1(c)(ii)(D) may be given :
 - (A) by delivering them personally to the DMC Manager;
 - (B) by sending them by post to the DMC Manager at its last known address.
- (iv) For the purposes of Clause 4.1(c)(i):-
 - (A) only the Owners of Undivided Shares who pay or who are liable to pay contribution towards the Management Expenses relating to those Undivided Shares shall be entitled to vote;
 - (B) the reference in Clause 4.1(c)(i)(B) to "the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate who are entitled to vote.
- (v) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, Clause 4.1(c)(i), (ii), (iii) and (iv) shall apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.
- (vi) Clause 4.1(c)(v) operates without prejudice to any other power there may be in a contract for the appointment of the Manager other than the DMC Manager to terminate the appointment of the Manager.
- (vii) If a notice to terminate a Manager's appointment is given under this Clause 4.1(c):-
 - (A) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (B) if no such appointment is approved under Clause 4.1(c)(vii)(A)

above by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.

- (viii) This Clause 4.1(c) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Building Management Ordinance but does not apply to any single manager referred to in that Section 34E(4).
- (ix) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under Clause 4.1(c)(vii)(B) above, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that Clause 4.1(c)(vii)(B) that may otherwise render that person liable for a breach of that undertaking or agreement.

4.2 **Delivery of books and records of accounts**

- (a) Subject to Clause 4.2(b), if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within fourteen (14) days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Lot and the Development that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the Manager's appointment ends for any reason, the Manager shall within two (2) months of the date its appointment ends:-
 - (i) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which its appointment ends and ending on the date its appointment ended and a balance sheet as at the date its appointment ended and shall arrange for that account and balance sheet to be audited by 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
 - (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of Clause 4.2(b)(i) and have not been delivered under Clause 4.2(a).

4.3 **Appointment of New Manager**

In the event of the Manager giving notice as hereinbefore provided or in the case of the Manager being dismissed, the Manager shall convene a meeting of the Owners' Committee to elect a manager to take its place or in the case of the Manager being wound up or having a receiving order made against it or failing to convene a meeting of the Owners' Committee as aforesaid, a meeting of the Owners' Committee may be convened to elect a manager to take its place and such meeting shall elect a manager who shall at the conclusion of the meeting of the Owners' Committee aforesaid thereupon and henceforth become vested with all the powers

and duties of the Manager hereunder. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that subject to the provisions of the Building Management Ordinance, at no time shall the Lot and the Development be without a responsible duly appointed manager to manage the Lot and the Development or any part or parts thereof after execution of this Deed.

4.4 **Manager's Remuneration**

The annual remuneration of the Manager for the performance of its duties hereunder shall not exceed ten per cent (10%) of the total annual Management Expenses (excluding the Manager's remuneration and any capital expenditure or expenditure drawn out of the Special Fund) reasonably and necessarily incurred in the management of the Lot and the Development or any portion of the Lot and the Development. The Manager's remuneration shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses and fees for any staff, facilities, legal, professional, accounting and administration services and all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs, expenses, fees and disbursements shall be a direct charge on the management funds. Payment of the Manager's remuneration hereunder shall be in advance by twelve (12) equal monthly instalments, each such payment to be in the sum of one twelfth ($1/12^{\text{th}}$) of the annual remuneration of the Manager not exceeding ten per cent (10%) of the estimated total annual Management Expenses (excluding the Manager's remuneration and the capital expenditure or expenditure drawn out of the Special Fund as aforesaid) payable by the Owners according to the annual budget or revised budget for the year in question to be prepared as provided in Clauses 4.5 to 4.8 hereof and any adjustment payment or deduction that needs to be made to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year will be made within twenty-one (21) days from the completion of the auditing of the management accounts for such year as provided in Clause 4.27 hereof PROVIDED THAT by a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's remuneration at the rate as provided under this Clause, or at such lower rate as the Owners may consider appropriate. No variation of the percentage of the annual remuneration of the Manager may be made except with the approval by a resolution of Owners duly passed at a meeting of Owners convened under this Deed.

4.5 **Management Expenses**

- (a) Subject to Clause 4.5 (c), (e), (f) and (h), the total amount of Management Expenses payable by the Owners during any period of twelve (12) months adopted by the Manager as the financial year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with Clause 4.5(b).
- (b) In respect of each financial year, the Manager shall:-
 - (i) prepare a draft budget setting out the proposed expenditure during the financial year;
 - (ii) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days;
 - (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager

within a period of fourteen (14) days from the date the draft budget was sent or first displayed;

- (iv) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year;
 - (v) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with Clause 4.5(b) before the start of that financial year, the total amount of the Management Expenses for that year shall:-
- (i) until he has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year;
 - (ii) when he has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (d) Where a budget has been sent or displayed in accordance with Clause 4.5(b)(v) and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised budget as apply to the draft budget and the budget by virtue of Clause 4.5(b).
- (e) Where a revised budget is sent or displayed in accordance with Clause 4.5(d), the total amount of the Management Expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of one (1) month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with Clause 4.5(b) or (d), the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of Management Expenses for the financial year shall, until another budget or revised budget is sent or displayed in accordance with Clause 4.5(b) or (d) 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 ten per cent (10%) of that total amount as the Manager may determine.
- (g) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) For the purpose of this Clause 4.5, "expenditure" means all expenses, costs and charges to be borne by the Owners including the remuneration of the Manager.

4.6 Preparation of annual budget by Manager

Subject to the provisions of this Deed, the Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if already formed) except the first

budget which shall cover the period from the date of this Deed until the following 31st day of December. Subject to the provisions of this Deed, the annual budget shall be divided into the following parts:-

- (a) The first part shall cover all expenditure that is necessarily and reasonably incurred in the management of such part(s) of the Development and which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Lot and the Development and the Development Common Areas and Facilities therein including but without prejudice to the generality of the foregoing:-
- (i) the maintenance, operation, repair, reinstatement and cleansing of all Development Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Development Common Areas and Facilities;
 - (ii) the cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Development Common Areas and Facilities (if any);
 - (iii) the cost of all electricity, gas, water, telephone and other utilities serving the Development Common Areas and Facilities;
 - (iv) the provision of security guard services for the Development and the cost of employing caretakers, watchmen, cleaners, lift operators and attendants and such other staff to manage and administer the Development Common Areas and Facilities;
 - (v) the cost and expense of maintaining such areas or drains and channels within the Lot that are required to be maintained under the Government Lease;
 - (vi) the remuneration of the Manager calculated in accordance with Clause 4.4 of this Deed for providing its services hereunder;
 - (vii) insurance of the Common Areas and Facilities and the Units under the provisions of this Deed, up to the full new reinstatement value thereof and in particular against loss or damage by fire and/or such other perils and risks and the Manager against third party, or public and/or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;
 - (viii) the costs, expenses and fees for any staff and facilities, legal and accounting fees and all other professional fees and administration services properly and reasonably incurred by the Manager in carrying out the services as provided under this Deed;
 - (ix) the costs of removal and disposal of rubbish from the Development;
 - (x) all costs incurred in connection with the Development Common Areas and Facilities;
 - (xi) the cost of repairing and maintaining all roads, any slopes, footbridges, any slope treatment works, any retaining walls, Government land and other structures on outside or adjacent to the Lot or forming part of the Development;

- (xii) the cost and expense of inspecting, maintaining, reinstating, repairing the foundations, columns and other structures constructed or to be constructed and reinstating and making good the same in the event of any landslip, subsidence or falling away and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Lot or that are required to be maintained under the Government Lease or for the proper functioning of the Development;
 - (xiii) a sinking fund for emergencies;
 - (xiv) the cost of operating the shuttle bus services (if any) to and from the Development;
 - (xv) the charges for the supply and consumption of air-conditioning (if any) serving or used in connection with the Development (other than the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities);
 - (xvi) any other costs, charges and expenses properly incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed in respect of any part or parts of the Lot and the Development;
- (b) The second part shall cover expenditure that is necessarily and reasonably incurred in the management of such part(s) of the Development and which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities providing service to Owners of Residential Units including (without in any way limiting the generality of the foregoing):-
- (i) such expenditure in the operation, maintenance and repair of the Residential Common Areas and Facilities and the equipment therein; and
 - (ii) such proportionate part of the general expenditure (attributable to Owners of Residential Units in the opinion of the Manager) for cost of staff, caretakers, watchmen and security forces, the charges for the supply of electricity, flushing water and lighting and the removal and disposal of rubbish as the Manager shall consider fair and reasonable;
- (c) The third part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Carpark Common Areas and Facilities providing service to Owners of Parking Spaces including (without in any way limiting the generality of the foregoing):-
- (i) such expenditure in the operation, maintenance and repair of the Carpark Common Areas and Facilities and the equipment therein; and
 - (ii) such proportionate part of the general expenditure (attributable to Owners of Parking Spaces in the opinion of the Manager) for cost of staff, watchmen, caretakers and security forces, the charges for the supply of electricity, flushing water (if appropriate) and lighting and the removal and disposal of rubbish as the Manager shall consider fair and reasonable.

PROVIDED THAT:-

- (I) expenditure of a capital and/or improvement nature for the improvement of the

Development and/or the replacement or improvement of lifts, installations, systems, tools, plant, machinery, equipment and apparatus within or forming part of the Common Areas and Facilities shall be compiled in a separate heading within the appropriate section of the annual budget and shall be payable out of the Special Fund mentioned in Clause 4.11 of this Deed when the same is established;

- (II) the annual budget shall also set out an estimate as to the time of any likely need to draw on the Special Fund; and
 - (III) in the event that a Sub-Deed is entered into in respect of any component part of the Development and in the Sub-Deed any areas and facilities which are designated as common areas and facilities as a consequence of which the same thereby become part of the Common Areas and Facilities a new section of the annual budget shall be established by the Manager such section to cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to such common areas and facilities and such expenditure shall be borne by the Owners of that component part of the Development.
- 4.7 (a) Subject to sub-clauses (b) and (c) below, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000 or such other sum 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.
- (b) Subject to sub-clause (c) below, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to twenty per cent (20%) of the annual management budget or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette unless:-
- (i) if there is an Owners' Corporation:-
 - (A) . the supplies, goods or services are procured by invitation to tender;
 - (B) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance; and
 - (C) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
 - (ii) if there is no Owners' Corporation:-
 - (A) the supplies, goods or services are procured by invitation to tender;
 - (B) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance; and
 - (C) whether a tender submitted for the purpose is accepted or not is

decided by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

- (c) Sub-clauses (a) and (b) above do not apply to any supplies, goods or services which but for this sub-clause (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' Corporation, if:-
 - (A) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
 - (B) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
 - (ii) where there is no Owners' Corporation, if:-
 - (A) 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
 - (B) the Owners decide by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

4.8 **Calculation and payment of Management Expenses and annual budget**

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

- (a) The amount of the monthly or other contributions payable by each Owner shall be specified and demanded by the Manager from time to time by notice in writing PROVIDED THAT for the avoidance of doubt, no contributions shall be payable in respect of the Undivided Shares allocated to the Common Areas and Facilities;
- (b) Each Owner of a Unit shall pay a due proportion of the budgeted Management Expenses specifically referable to the Development Common Areas and Facilities under the first part of the annual adopted budget which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of all the Units in the Development;
- (c) Each Owner of the Residential Units in addition to the amount payable under sub-clause (b) of this Clause shall in respect of each Management Share allocated to his Residential Unit pay a due proportion of the budgeted Management Expenses specifically referable to the Residential Common Areas and Facilities under the second part of the annual adopted budget which proportion shall be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units;

- (d) Each Owner of the Parking Spaces in addition to the amount (if any) payable under sub-clause (b) of this Clause shall in respect of each Management Share allocated to his Parking Space pay a due proportion of the budgeted Management Expenses specifically referable to the Carpark Common Areas and Facilities under the third part of the annual adopted budget which proportion shall be equal to the Management Shares of his Parking Space divided by the total Management Shares of all Parking Spaces;
- (e) If a Sub-Deed is entered into in respect of any component part of the Development and a new section of the annual budget is established for that component part in accordance with Proviso III of Clause 4.6, each Owner of that component part shall in addition contribute his due proportion of the budgeted Management Expenses for that section in the manner provided in the Sub-Deed;
- (f) Notwithstanding any provisions to the contrary herein contained if the Manager is of the opinion that the annual budget and/or the sharing of the amounts of Management Expenses assessed under any or some parts of the annual budget in accordance with the manner set out in the above provisions may lead to or result in any Owner or the Owners of any Unit or any part of the Development unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled to modify any annual budget in such manner as the Manager may in its discretion (but subject to compliance with the procedures applicable to the draft annual budget, the annual budget and the revised annual budget as provided in Clause 4.5(b) and Clause 4.5(d)) think fit (whether by creating new parts or abolishing existing parts of the annual budget or otherwise) and to prepare new annual budget in the modified manner as aforementioned and/or to vary or modify the manner of sharing the amounts of Management Expenses assessed under any or some parts of the annual budget by the relevant Owners in such way as the Manager may in its discretion (but in consultation with the Owners' Committee (if formed)) think fit and the modified annual budget and the modified manner of sharing the Management Expenses shall be binding (save for manifest error) on all Owners and provided always that the Manager's determination of the amount of contribution payable by each Owner as aforesaid shall (in the absence of manifest error) be conclusive and binding on all Owners.
- (g) For the avoidance of doubt, it is hereby expressly provided that the Owner's liability to make the aforesaid payment or contributions shall in no way be reduced by reason of the fact that any of the Units or such part of the Development to which he is entitled to exclusive possession is vacant or occupied and whether or not it has been let or leased to tenant or is occupied by the Owner himself or any other person PROVIDED ALWAYS THAT no Owner shall be called upon to pay more than his appropriate share of Management Expenses, having regard to the number of Undivided Shares allocated to his Unit; and
- (h) All outgoings including Management Expenses and any Government rent up to and inclusive of the date of the first assignment of the Units shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings,

PROVIDED THAT the First Owner shall be obliged to make the payments and contributions as aforesaid which are of a recurrent nature for any Undivided Shares allocated to any part(s) of the Development and any of the Units remaining unsold SAVE AND EXCEPT those in respect of Units and Undivided Shares allocated to any separate building(s) of the Development, the construction of which has not been completed, except to the extent that such uncompleted building(s) of the Development benefit(s) from the provisions of this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining any

slope structures or as to the security afforded by the management of the completed part(s) of the Development.

4.9 **Owner's further contribution to the Management Expenses**

If the total contributions receivable as aforesaid under the annual budget by the Manager shall in the opinion of the Manager be insufficient to meet the costs and expenses for such management and services then each Owner to whom the annual budget applies shall make good a due proportion of the estimated deficiency by making a further contribution to the Manager such further contribution being calculated in the same manner as in Clause 4.8 hereof and shall be payable to the Manager monthly in advance from the date specified in the written notices given by the Manager to the Owners. In such event, the Manager will prepare a revised budget in accordance with the provisions of this Deed.

4.10 **Exclusion from Management Expenses**

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

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

4.11 **Special Fund**

- (a) There shall be established and maintained one Special Fund for the purpose of paragraph 4 of Schedule 7 to the Building Management Ordinance. The Special Fund shall comprise the following separate accounts for different component parts of the Common Areas and Facilities:-
 - (i) A separate account of the Special Fund designated for the Development Common Areas and Facilities which shall be applied towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually relating to the Development Common Areas and Facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Development Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Development Common Areas and Facilities and the costs of the relevant investigation works and professional services and/or in connection with the management of the Lot

and the Development including the Common Areas and Facilities. This part of the Special Fund shall be held by the Manager as trustee for all Owners for the time being and such fund shall not be refundable or transferable.

- (ii) A separate account of the Special Fund designated for the Residential Common Areas and Facilities which shall be applied towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually relating to the Residential Common Areas and Facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential Common Areas and Facilities and the costs of the relevant investigation works and professional services and/or in connection with the management of the Lot and the Development including the Common Areas and Facilities. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Units for the time being and such fund shall not be refundable or transferable.
 - (iii) A separate account of the Special Fund designated for the Carpark Common Areas and Facilities which shall be applied towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually relating to the Carpark Common Areas and Facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Carpark Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Carpark Common Areas and Facilities and the costs of the relevant investigation works and professional services and/or in connection with the management of the Lot and the Development including the Common Areas and Facilities. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Parking Spaces for the time being and such fund shall not be refundable or transferable.
- (b) Except where the First Owner has made payments in accordance with Clause 4.11(c) below,
- (i) each Owner being the first assignee of his Unit shall upon the assignment of his Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Development Common Areas and Facilities an amount equivalent to 2/12th of the first part of the first year's budgeted Management Expenses payable in respect of his Unit under Clause 4.6(a);
 - (ii) each Owner being the first assignee of his Residential Unit shall upon the assignment of his Residential Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Residential Common Areas and Facilities an amount equivalent to 2/12th of the second part of the first year's budgeted Management Expenses payable in respect of his Residential Unit under Clause 4.6(b); and
 - (iii) each Owner being the first assignee of his Parking Space shall upon the assignment of his Parking Space from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Carpark Common Areas and Facilities an amount equivalent to 2/12th of the third part of the first year's budgeted Management Expenses payable in

respect of his Parking Space under Clause 4.6(c).

PROVIDED THAT the total initial contribution to the Special Fund by any Owner in respect of each Unit shall be equivalent to 2/12th of the first year's budgeted Management Expenses payable in respect of each Unit.

- (c) The First Owner shall in respect of any Units which have been completed and remain unsold for three (3) months after the date of this Deed make the initial contribution to the Special Fund in the respective amount specified in Clause 4.11(b) above.
- (d) Apart from the initial contribution to the Special Fund, each Owner shall covenant with the other Owners also to pay to the Manager such further sum in each financial year as further periodic contributions to the Special Fund payable in respect of the Unit of which he is the Owner, the amount of which and the time at which such further sum is payable shall be determined by a resolution of the Owners of the Development at an Owners' meeting convened under this Deed PROVIDED THAT such contribution to the further sum shall be in proportion to the Management Shares as provided in the First Schedule hereto. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners of the Development, the amount to be contributed to the Special Fund by the Owners of the Development in any financial year, and the time when those contributions shall be payable PROVIDED THAT such contribution to the further annual sum shall be in proportion to the Management Shares allocated to the relevant Unit.
- (e) The Special Fund shall be deposited by the Manager in an interest bearing account opened and maintained with such bank or banks within the meaning of Section 2 of the Banking Ordinance (Cap. 155, Laws of Hong Kong) as the Manager shall think fit, the title of which shall refer to the Special Fund for the Development and the Manager shall use that account exclusively for the purpose referred to in Clause 4.11(a).
- (f) Without prejudice to the generality of Clause 4.11(e), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts ("**the said segregated account(s)**"), each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (g) The Manager shall display a document showing evidence of any account opened and maintained as provided in Clause 4.11(e) and Clause 4.11(f) in a prominent place in the Development.
- (h) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). For the avoidance of doubt, the Manager shall not use the Special Fund or any part or parts thereof for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Development.
- (i) 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 under Clause 4.11(e) or, if there is an Owners' Corporation, the said segregated account(s) opened and maintained under Clause 4.11(f).

4.12 Owners' contributions to fees and deposits

- (a) Subject to Clause 4.23 and except where the First Owner has made payments in accordance with this Sub-clause (a), each Owner being the first assignee of his Unit shall upon the assignment of his Unit to him from the First Owner deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to three (3) months' monthly management contribution payable in respect of his Unit which deposit or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable and shall not be set off against any contribution payable by him under this Deed and the First Owner is required to make such contribution in respect of any Units which have been completed and remain unsold for three (3) months after the date of this Deed PROVIDED THAT in the event that there is an increase in the monthly contribution payable by the Owner as determined by the Manager under this Deed, the Manager shall have right at its absolute discretion to require the Owners to pay to the Manager by way of an increase in the said deposit a sum proportional thereto in order that such deposit shall always be equal to three (3) times the then monthly contribution and so as to make it up to not more than twenty five per cent (25%) of any subsequent current year's budgeted Management Expenses per Unit.
- (b) Each Owner being the first assignee of his Unit shall upon the assignment of his Unit to him from the First Owner pay to the Manager in advance two (2) months' monthly management contribution payable in respect of his Unit which shall be non-refundable and non-transferable.
- (c) Except where the First Owner has made payments in accordance with this Sub-clause (c), each Owner being the first assignee of a Residential Unit shall upon the assignment of the Residential Unit from the First Owner pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than one (1) month's monthly management contribution payable in respect of his Residential Unit or such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his Residential Unit and the First Owner is required to make such contribution in respect of any Residential Units which have been completed and remain unsold for three (3) months after the date of this Deed. Any portion of such debris removal fees which has not been used for debris removal as aforesaid shall form part of the Special Fund for the Owners of the Residential Units.
- (d) Each Owner being the first assignee of a Unit shall upon the assignment of the Unit from the First Owner pay to the Manager his due share (to be decided by the number of Management Shares allocated to his Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (e) Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed), the Manager shall have the right to set off the deposit against any sums payable by an Owner under this Deed. The Manager shall be under no obligation to exercise such right of set off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to three (3) months' monthly management contribution payable in respect of the relevant part of the Development which he owns based on the current annual budget.

4.13 Contributions and payment in advance

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

4.14 Additional charges, etc.

Notwithstanding anything contained in these presents the Manager shall be entitled in its discretion to charge a reasonable administrative fee as consideration for issuing any consent (which consent shall not be unreasonably withheld) required from the Manager pursuant to these presents PROVIDED THAT such consideration shall be credited to the Special Fund.

4.15 Income other than Management Expenses

The Manager may collect from licensees, tenants and other Occupiers of any part of the Lot and the Development not otherwise required to pay management contribution under this Deed, such sum or sums as the Manager shall in his absolute discretion determine and such sum or sums collected shall be paid into and form part of the management funds to be applied towards the management and maintenance of the Lot and the Development.

4.16 Interest and collection charge on late payment

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

- (a) Interest calculated at the rate not exceeding two per cent (2%) per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any payment in arrears; and
- (b) A collection charge of not exceeding ten per cent (10%) of the amount due, to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

4.17 Civil action by Manager

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

4.18 Registration of charge against Undivided Share of defaulting Owner

In the event of any Owner failing to pay any sum due and payable by him in accordance with

the provisions of this Deed or any relevant Sub-Deed(s) or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed or any relevant Sub-Deed(s) within thirty (30) days from the date of demand, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in Clause 4.16 together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 4.17 and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of the defaulting Owner and the Unit held therewith and the Manager shall be entitled, without prejudice to any other remedy hereunder, to register a Memorial of such charge in the Land Registry against the Undivided Share or Shares of the defaulting Owner and the Unit held therewith. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.

4.19 Order for sale

Any charge registered in accordance with Clause 4.18 shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Development held therewith and the provisions of Clause 4.17 shall apply equally to any such action.

4.20 Proceedings to enforce this Deed and the House Rules

The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed or any relevant Sub-Deed(s) binding on such Owner and of the House Rules and the Fitting Out Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 4.17 of this Deed shall apply to all such proceedings.

4.21 Application of insurance money, etc.

Subject to Clause 8.1, all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Lot and the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Lot and the Development and shall form part of the management funds.

4.22 Amount to be credited to Special Fund

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

4.23 Person ceasing to be Owner ceases to have interest in Special Fund

Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and the Development shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clause 4.12(a) and his contribution(s) towards the Special Fund under Clause 4.11 to the intent that all such funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares in the Lot and the Development PROVIDED THAT any such deposit shall be transferred into the name of the new Owner of such Undivided Share or Shares but the contribution(s) towards the Special

Fund shall be neither refundable to any Owner by the Manager nor transferable to any new Owner PROVIDED FURTHER THAT upon the Lot reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 8.1, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished, in both cases in proportion to the number of Management Shares held by such Owners.

4.24 **Financial year**

The first financial year for the purpose of management of the Development or any part or parts thereof shall commence from the date of this Deed and shall terminate on the following 31st day of December but thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of December of the same year PROVIDED THAT the Manager shall have the right to change the financial year at any time upon giving notice published in the public notice boards of the Development but the financial year may not be changed more than once in every five (5) years unless that change is previously approved by a resolution of the Owners' Committee (if any).

4.25 **Manager to maintain account**

- (a) The Manager shall open and maintain an interest-bearing account and the Manager shall use that account exclusively in respect of the management of the Lot and the Development.
- (b) Without prejudice to the generality of Clause 4.25(a), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the management of the Development.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under Clause 4.25(a) or (b) in a prominent place in the Development.
- (d) Subject to Clauses 4.25(e) and (f) below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Lot and the Development into the account opened and maintained under Clause 4.25(a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 4.25(b) above.
- (e) Subject to Clause 4.25(f) below, the Manager may, out of money received by the Manager in respect of the management of the Lot and the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under Clause 4.25(e) above or the payment of that amount into a current account in accordance with Clause 4.25(e) and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
- (g) Any reference in this Clause 4.25 to an account is a reference to an account opened

with a bank within the meaning of Section 2 of the Banking Ordinance (Cap. 155, Laws of Hong Kong), the title of which refers to the management of the Lot and the Development.

- (h) The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years.

4.26 The Manager to keep books and accounts

Within one (1) month after each consecutive period of three (3) months or such shorter period as the Manager may decide, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period and shall display a copy of the summary and balance sheet in a prominent place in the Development and cause it to remain so displayed for at least seven (7) consecutive days. Within two (2) months after the close of each financial year, the Manager shall prepare an income and expenditure account and balance sheet in respect of such closed financial year and display a copy of such income and expenditure account and balance sheet in a prominent place in the Development and cause it to remain so displayed for at least seven (7) consecutive days. Each income and expenditure account and the balance sheet shall be audited and certified by a firm of certified public accountants appointed by the Manager (subject to the Owners' meeting appointing a different firm of certified public accountants to audit the income and expenditure account and the balance sheet) as providing an accurate summary of all items of income and expenditure and balance sheet during that closed financial year. Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be needed.

4.27 Inspection of accounts by Owners

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

4.28 Powers, functions and obligations of Manager

The management of the Lot and the Development shall be undertaken by the DMC Manager for an initial period of two (2) years from the date of appointment under this Deed and shall continue until terminated as provided under Clause 4.1 of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Lot and the Development as a whole and the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed and to enforce and carry into effect all provisions of this Deed against the other Owner or Owners. In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Development and the management thereof. Without in any way limiting the generality of the foregoing, the Manager shall have the following powers, functions and obligations:-

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant Sub-Deed(s);
- (b) To manage, maintain and control the common driveways and parking areas on the Lot and the Development and to impound any cars, pedal bicycles, motor cycles and other vehicles parked in any area not reserved for parking of any vehicles or parked in any Parking Spaces or any loading and unloading spaces of the Commercial Accommodation without the consent of the relevant Owner or lawful Occupier or any vehicle parked in the Accessible Parking Space for Visitors or the Residential Loading and Unloading Space or the waiting space without payment of charges (if any) therefor and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such Accessible Parking Space for Visitors, the Parking Spaces, the Residential Loading and Unloading Space or waiting space and the Manager is entitled to charge reasonable administrative fees relative to the cars, pedal bicycles, motor cycles and other vehicles impounded as aforesaid (such fees shall be paid into the Special Fund);
- (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured the Common Areas and Facilities as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire and other risks as the Manager shall reasonably deem fit, occupiers' liability, public liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Lot and the Development with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Lot and the Development according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force and, without limiting the generality of the foregoing, if the Manager considers so desirable, to procure master insurance for the Lot and the Development as a whole including those areas which are not the Common Areas and Facilities and to pay all premia required to keep such insurance policies in force;
- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Development;
- (e) To keep in good order and repair the lighting of the Common Areas and Facilities and such other areas outside the Lot but the management of which is taken up by the Manager under the provisions of this Deed;
- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, maintain, clean, paint, white-wash, tile or otherwise treat or decorate as appropriate, the exterior of the Development and the Common Areas and Facilities

(including without limitation those external walls, elevations and façade, including windows and window frames, situated in the Common Areas and Facilities) at such intervals as the same may reasonably require to be done;

- (h) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions and to manage and maintain such areas or drains and channels whether within or outside the Lot that are required to be maintained under the Government Lease;
- (i) To inspect and keep all the Common Areas and Facilities in good condition and working order and to extend or improve existing facilities or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable and to keep the fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;
- (j) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Lot or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;
- (k) To replace any glass in the Common Areas and Facilities that may be broken;
- (l) To manage, repair, upkeep, maintain and to keep the Common Areas and Facilities well lighted and in a tidy condition;
- (m) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (n) To prevent refuse from being deposited on the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Development refuse collection facilities to the satisfaction of the Food and Environmental Hygiene Department;
- (o) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (p) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Common Areas and Facilities or any part thereof;
- (q) To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit T.V. system and burglar alarms and other security measures in the Development at all times;
- (r) To maintain and operate or contract for the maintenance and operation of the communal radio or television aerials, satellite or cable television system (if any) which serve the Development;

- (s) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Common Areas and Facilities or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Lease and to demand and recover from the Owner by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager;
- (t) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Lot and the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Lot and the Development of all legal proceedings relating to the Lot and the Development (except proceedings relating to the rights or obligations of individual Owners) and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Lot and the Development or the management thereof, and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director of Lands or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;
- (u) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Development in any manner in contravention of the Government Lease or this Deed;
- (v) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Development of any provisions of the Government Lease or this Deed;
- (w) To prevent any person detrimentally altering or injuring any part or parts of the Development or any of the Common Areas and Facilities thereof;
- (x) To prevent any person from overloading the floors of the Development or any part or parts thereof;
- (y) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;
- (z) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Lot and the Development as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;
- (aa) To enter into contracts and to engage, appoint, employ, remunerate and dismiss consultants, other professional property management companies, contractors, agents or sub-managers to perform and carry out various aspects of management works of the Lot and the Development or any part thereof on such terms and conditions as the Manager deems fit PROVIDED THAT the Manager shall not transfer or assign its rights, duties or obligations under this Deed to any such persons and such persons shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the whole

Development and no provision in this Deed will take away or reduce that responsibility;

- (bb) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the Lot and the Development and the performance of the Manager's powers and duties hereunder and to recruit and employ such workmen, servants, watchmen, caretakers and other staff and attendants as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (cc) To enforce the due observance and performance by the Owners of the terms and conditions of the Government Lease and this Deed and any relevant Sub-Deed(s) and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (dd) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to grant or obtain such easements, quasi-easements, rights, privileges, licences, and informal arrangements in respect of the Common Areas and Facilities as it shall in its absolute discretion consider necessary to ensure the efficient management of the Lot and the Development PROVIDED THAT any payment received for the approval must be credited to the Special Fund PROVIDED FURTHER THAT the granting of any such easements, quasi-easements, rights, privileges, licences, and informal arrangements shall not affect the other Owners' sole and exclusive right and privilege to hold use and occupy their part or parts of the Development or impede or restrict the access to or from such part or parts of the Development;
- (ee) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to grant or obtain rights of way or access or use at any level to the Owners or Occupiers of any other premises adjoining the Lot or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises;
- (ff) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed and the obtaining of prior approval (if required) from the competent authorities and compliance with the Government Lease and all relevant Ordinances and regulations, to grant easements and rights of any other kind to the Owners and Occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Common Areas and Facilities of the Lot which the Manager shall in its absolute discretion deem appropriate and on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring land PROVIDED THAT any payment received for the approval must be credited to the Special Fund PROVIDED FURTHER THAT an Owner's access to and from such parts of the Development shall not be affected and PROVIDED FURTHER THAT the right of an Owner to use and enjoy his Unit shall not be prejudicially affected;
- (gg) To deal with all enquiries, complaints, reports and correspondence relating to the

Development as a whole;

- (hh) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall reasonably think fit PROVIDED THAT all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed or any relevant Sub-Deed(s) PROVIDED FURTHER THAT any such right shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Development which he owns nor impede or restrict the access to and from any such part of the Development;
- (ii) To remove any dogs, cats, birds or other animals or fowls from any Residential Unit (other than trained guide dogs on leash for visually impaired persons) if, (i) in the opinion of the Manager, such dogs, cats, birds or other animals or fowls is causing a nuisance or disturbance to other Owners or Occupiers of any Residential Unit, and (ii) if the same has been the cause of written complaint of at least two (2) other Owners or Occupiers of any Residential Unit;
- (jj) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development and such other social or recreational activities for the Owners as the Manager shall in its reasonable discretion consider desirable;
- (kk) From time to time with the approval of the Owners' Committee (if any), to make or amend the House Rules as it shall deem appropriate which shall not be inconsistent with or contravene this Deed and the Building Management Ordinance;
- (ll) Subject as otherwise provided in this Deed, to issue its written consent to anything which requires its written consent pursuant to this Deed or any relevant Sub-Deed(s) PROVIDED THAT the Manager shall not unreasonably withhold its consent and to impose conditions or additional conditions and the Manager is entitled to charge reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);
- (mm) To convene such meetings of the Owners or of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (nn) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Common Areas and Facilities for the better enjoyment or use of the Development by its Owners, Occupiers and their licensees PROVIDED THAT any improvement to the Common Areas and Facilities or facilities or services which involves expenditure in excess of ten per cent (10%) of the current annual management budget shall be subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed;
- (oo) Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, in the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose including matters relating to payment of compensation;

- (pp) To engage (with full authority hereby given by all Owners) suitable qualified personnel to inspect keep and maintain in good substantial repair and condition any slopes and retaining walls in compliance with the Government Lease and/or in accordance with all guidelines issued from time to time by appropriate Government departments regarding the maintenance of the slopes, slope treatment works, retaining walls and related structures and to carry out any necessary works in relation thereto and to collect from the Owners all costs lawfully incurred or to be incurred in carrying out such maintenance, repair and any other works PROVIDED THAT the Manager shall not be personally liable for carrying out these requirements of the Government Lease and/or guidelines aforesaid which must remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect all costs so incurred or to be incurred from all Owners AND PROVIDED FURTHER THAT for the purpose of this sub-clause "the Manager" shall include the Owners' Corporation;
- (qq) (i) If the Manager thinks so desirable, to provide appropriate and sufficient waste separation and recovery facilities with reference to guidelines on property management issued from time to time by the Director of Environmental Protection including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as he may consider suitable and convenient to facilitate waste separation and recovery by the Owners and Occupiers of the Development. In such event, the Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall also maintain the facilities so provided in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and Occupiers of the Development;
- (ii) To organize any activities as the Manager may consider appropriate to promote the environmental awareness of the Owners and Occupiers of the Development and to encourage them to participate in such activities with a view to improving the environmental conditions of the Development;
- (iii) Subject to the provisions of this Deed, to make and amend House Rules to require the Owners and Occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes PROVIDED THAT such rules and regulations and any amendments thereto must not be inconsistent with or contravene this Deed, the Building Management Ordinance (Cap. 344, Laws of Hong Kong) or the Government Lease;
- (rr) To take all steps necessary or expedient for complying with the Government Lease and any Government requirements concerning the Development or any part thereof;
- (ss) To engage qualified personnel to inspect or carry out a structural survey of the Development or any part thereof including the drains and channels within or outside the Lot serving the Development as and when the Manager deems necessary or desirable;
- (tt) To enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed, any relevant Sub-Deed(s) and the House Rules made hereunder, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and

performance thereof and/or to recover damages for any breach non-observance or non-performance thereof;

- (uu) To enter into contracts for the installation or use of aerial broadcast distribution or internet broadband or telecommunications network facilities and contracts for the provision of internet broadband or broadcast distribution network or telecommunications network services for the Development PROVIDED THAT such contracts to be entered into by the Manager shall be subject to the following conditions:-
 - (i) the term of the contract will not exceed three (3) years;
 - (ii) the right to be granted under the contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and
 - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service;
- (vv) To consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Lot and the Development;
- (ww) To landscape and plant with trees and shrubs any portion of the Lot and podium not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition;
- (xx) At the request of the Owners' Corporation (if formed), to assign the Undivided Shares relating to the Common Areas and Facilities and to transfer the management responsibility to the Owners' Corporation free of costs or consideration, for the benefit of the Owners of the Lot and the Development upon which such Undivided Shares shall be held by the Owners' Corporation as trustees for the Owners;
- (yy) To manage and maintain land, areas, structures, facilities or drains or channels within or adjoining or adjacent to the Lot the construction and/or maintenance of which is the liability and/or responsibility of all Owners under the Government Lease as successors in title and assignees of the First Owner and such other deeds and/or documents;
- (zz) At the Manager's discretion, to procure a registered fire service installation contractor (at the cost and expense of the relevant Owner) to carry out annual check of smoke detectors provided inside the living room of Residential Units with open kitchen and at the common lobby outside the Residential Units with open kitchen, sprinkler heads provided at the ceiling immediately above the open kitchen of any Residential Unit and other fire service installations provided inside the Residential Units with open kitchen and to submit the maintenance certificate(s) (if required) to the Fire Services Department;
- (aaa) At the Manager's discretion, to carry out (at the cost and expense of the relevant Owner) annual inspection of the fire service installations located inside the Residential Units with open kitchen in accordance with the Fire Safety Management Plan;

- (bbb) At the Manager's discretion, to keep a copy of the Fire Safety Management Plan for the Owners' inspection to enable them to comply with the requirements set out therein;
- (ccc) To issue or give reasonable guideline or direction from time to time relating to the maintenance and cleaning of grease traps;
- (ddd) (Where necessary) to carry out all works of connecting any drains and sewers from the Lot to the Government storm water drains and sewers to the satisfaction of the Director of Lands and to maintain any section of the connection works which is constructed within Government land and upon demand to hand over such section of the said connection works which is constructed within Government land to the Government for future maintenance and to pay to the Government on demand the cost of the technical audit in respect of the said connection works (if required);
- (eee) To grant rights of way or access to the Lot and the Development to such person and persons or workman and workmen with or without equipment as the Manager shall in its absolute discretion deem appropriate for the purpose of enabling such person and persons or workman and workmen to maintain, remove, re-lay or renew the cables already existing within or under the Lot and the Development but which cables do not form any part of the Common Areas and Facilities

PROVIDED THAT :-

- (i) an Owner's access to and from such parts of the Development shall not be affected;
- (ii) the right of an Owner to use and enjoy his Unit shall not be prejudicially affected; and
- (iii) any payment received (if any) for granting such rights of way or access must be credited to the Special Fund;
- (fff) Subject to the prior approval of the Owners' Committee (if any) or the Owners' Corporation (when formed):
 - (i) to make the Club Rules governing the use of the Club House including but not limited to the fixing of fees and charges for admittance and use of the facilities in the Club House from time to time and to collect such fees and charges from the permitted users of the facilities; and
 - (ii) to let, hire, lease or licence all or any part of the Club House to any person for the purpose of operating the same for such period and on such conditions as the Manager shall in its discretion think fit,

PROVIDED THAT :-

- (iii) all income deriving therefrom shall become part of the management funds, and shall not be used other than for the purpose of the maintenance, operation, repair and improvement of the Club House and the facilities therein; and
- (iv) any deficit in the operation of the Club House or any part thereof shall be charged to the management funds and debited from the second part of the

annual budget;

- (ggg) To landscape and plant with trees and shrubs any portion of the Lot and podium not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition;
- (hhh) In respect of any balcony, utility platform, air-conditioner platform, external wall (including curtain wall), flat roof and/or roof forming part of a Residential Unit, the Manager shall have the right at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the balcony, utility platform, air-conditioner platform, external wall (including curtain wall), flat roof and/or roof or the parapet walls of the roof, flat roof and/or roof as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred to in this Deed as the "**gondola**" which expression shall include all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities

PROVIDED THAT :-

- (i) the use and enjoyment by the Owner of the Residential Unit shall not be materially adversely affected or prejudiced thereby; and
- (ii) the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused;
- (iii) To provide a suitable closed circuit television imaging device for inspecting, maintaining and repairing those concealed drainage pipes which are provided for or installed within the Lot in accordance with the Building Plans and to engage suitable qualified personnel to operate such device or to enter into any contract or arrangement with any service provider for conducting inspection of such concealed drainage pipes by a suitable closed circuit television imaging device;
- (jjj) To implement the Fire Safety Management Plan and to issue any guideline or direction from time to time relating to its implementation in accordance with the Fire Safety Management Plan, and where the Manager considers necessary, to enter with or without workmen equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Residential Unit with open kitchen to carry out regular testing, maintenance, reinstatement or rectification of the fire safety provisions therein at that Owner's expenses or to verify observance and compliance of provisions set out in the FIFTH SCHEDULE hereto and the Fire Safety Management Plan;
- (kkk) To carry out such works as the Manager may consider necessary in relation to the maintenance, repair, replacement and security of all parts of the Common EV Facilities;
- (lll) To determine at its sole discretion the capacity of the electric vehicle charger (whether forming part of the Non-common EV Facilities or the Common EV Facilities) permitted to be used by the occupier and Owner of a Parking Space;
- (mmm) To enter into contracts to employ or subcontract or delegate its powers, rights and

responsibilities under this Deed to other agents or managers to perform or carry out any of the power and duties of management, maintenance, operation and control of the Common Areas and Facilities or any part or parts thereof on such terms and conditions as the Manager shall in its discretion think fit; and

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

4.29 Further powers of Manager

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

- (a) To ban vehicles or any particular category of vehicles from the Lot and the Development or any particular parts thereof either generally or during certain hours of the day or night PROVIDED THAT the right of the relevant Owners of the Parking Spaces or the Commercial Accommodation to the proper use and enjoyment of such Parking Spaces or the loading and unloading spaces in the Commercial Accommodation in accordance with the provisions of the Government Lease and these presents shall not be affected;
- (b) To impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which owner has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner thereof and the Manager is entitled to charge reasonable administrative fees relative thereto;
- (c) To impose charges for any such impoundment and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees;
- (d) To charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris (if any) PROVIDED THAT such charges shall be paid into the management funds;
- (e) To charge the Owners for all costs and consultants' fees incurred in (i) approving their fitting out, decoration or construction plans submitted for approval by the Manager in accordance with the provisions of this Deed and the House Rules or (ii) approving the repair, maintenance and replacement work to the Non-common EV Facilities submitted for approval by the Manager in accordance with Clause 46(c) of the Third Schedule of this Deed and the House Rules;
- (f) To charge the Owners for the use of water and electricity supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager PROVIDED THAT such charges shall be paid into the management funds;
- (g) From time to time to make rules and regulations forming part of the House Rules governing the supply and use of fresh and sea water to all parts of the Lot and the Development, the payment and recovery of charges for installation and readings of meters, damage to meters and default interest to a like extent as are from time to time made by the Government;

- (h) To enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) upon all and any parts of the Development including any Unit to erect scaffolding and other equipment therein necessary for the purpose of laying, replacing, repairing, maintaining, altering or removing any of the fresh or sea water mains and pipes serving any part of the Development or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners PROVIDED THAT the Manager shall (at his own costs and expenses) make good any damage caused thereby and ensure that the least disturbance is caused;
- (i) To enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) into all or any parts of the Development including any Unit for the purpose of inspecting the toilets and to demand for repair of any part or parts of a toilet which shall leak or may affect the Common Areas and Facilities or other Owners at the expense of the Owner concerned.

4.30 **Manager's power of entry**

The Manager shall have power to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into:-

- (a) all parts of the Lot and the Development including all parts of any Unit for the purposes of inspecting, rebuilding, repairing, altering, renewing, improving, cleaning, painting or decorating any part or parts of the Lot and the Development or the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners; and
- (b) any Residential Unit with open kitchen to carry out (at the cost and expense of the relevant Owner) maintenance and annual inspection of the fire service installations therein

PROVIDED THAT :-

- (c) the Manager shall cause as little disturbance as possible and shall forthwith make good at the Manager's own costs and expenses any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights;
- (d) the Manager shall not be liable or held responsible for the cosmetic works in relation thereto; and
- (e) without limiting the generality of the foregoing, the Manager shall have power to enter into all parts of the Lot and the Development for the purpose of gaining access thereto with or without workmen and equipment for the purpose of cleaning, painting, repairing, and maintaining the windows, external walls of the Development forming part of the Common Areas and Facilities including without limitation, the right to affix and dock gondolas (if any) for the aforesaid purposes.

4.31 **Manager's acts and decisions binding on Owners**

Subject to the provisions of the Building Management Ordinance (Cap. 344, Laws of Hong Kong), the Manager shall have the authority to act for and on behalf of all Owners in accordance with the provisions of this Deed and all such acts and decisions of the Manager shall be binding in all respects on all the Owners for the time being.

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

- (a) Subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend the House Rules regulating the use, occupation, maintenance and environmental control of the Lot and the Development, the Common Areas and Facilities, protection of the environment of the Development and implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such House Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the House Rules from time to time in force shall be posted on the public notice boards of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.
- (b) Such House Rules shall be supplementary to the terms and conditions contained in this Deed and any Sub-Deed(s) and must not in any way conflict with such terms and conditions. In case of inconsistency between such House Rules and the terms and conditions of this Deed and any Sub-Deed(s) the terms and conditions of this Deed and the Sub-Deed(s) shall prevail. The House Rules and any amendments thereto must not be inconsistent with or contravene the Building Management Ordinance or the Government Lease.
- (c) Neither the Manager nor the Owners' Committee or the Owners' Corporation shall be held liable for any loss or damage however caused arising from any non-enforcement of such House Rules or non-observance thereof by any third party.
- (d) The Manager may employ or subcontract on such terms and conditions as it shall in its absolute discretion deem fit or delegate its powers, rights and responsibilities under this Deed to any person or company whose principal business is that of estate management to perform or carry out any of its management powers and duties, and in case of such delegation, employment or entering into of such subcontract, all acts and deeds done or caused to be done by the person or company to whom delegation has been made or under such employment or subcontract shall be deemed to be done by the Manager.

4.33 **Tender of major contracts**

Subject to Clause 4.7 and the provisions in Schedule 7 to the Building Management Ordinance (Cap. 344, Laws of Hong Kong), the procurement of supplies, goods or services by the Manager or the Owners' Committee that involves an amount in excess of or likely to be 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 amount which is or is likely to be more than twenty per cent (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 by the Manager and the standards and guidelines as may be specified in the Code of Practice referred to in section 20A of the Building Management Ordinance (Cap. 344, Laws of Hong Kong) will apply to the Manager or the Owners' Committee with any appropriate variations.

SECTION V - EXCLUSIONS AND INDEMNITIES

5.1 **Manager not liable to Owner**

The Manager, its employees, agents, contractors or delegates shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed or any Sub-Deed(s) not being an act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, its employees, agents, contractors or delegates. Without in any way limiting the generality of the foregoing, the Manager, its employees, agents, contractors or delegates shall not be held liable for any damage, loss or injury caused by or in any way arising out of:-

- (a) any defect in or failure or breakdown of any of the Common Areas and Facilities; or
- (b) any failure, malfunction or suspension of the supply of water, electricity, air-conditioning or other utility or service to the Development; or
- (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Lot and the Development; or
- (d) the activity of termites, white ants, cockroaches, rats, mice or other pests or vermin; or
- (e) theft, burglary or robbery within the Lot and the Development; or
- (f) any act of God, force majeure or circumstances beyond the control of the Manager;

UNLESS it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its employees, agents, contractors or delegates involving criminal liability, dishonesty or negligence on the part of the Manager, its employees, agents, contractors or delegates PROVIDED THAT the contribution to the Management Expenses or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

5.2 **Owners to be responsible for act or negligence of Occupiers**

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

5.3 **Owners to be responsible for cost of making good loss and damage**

Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and Occupiers against the acts and omissions of all persons occupying any Unit of which he has the exclusive use with his consent, express or implied, and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the

Manager is empowered by these presents to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or Occupiers for which the Manager is not empowered by these presents or for which the Manager has in its reasonable discretion elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

SECTION VI - OWNERS' COMMITTEE

6.1 Establishment of Owners' Committee

As soon as possible but in any event not later than nine (9) months from the date of this Deed, the Manager shall convene a meeting of the Owners (and to call further and subsequent meetings if required) to establish an Owners' Committee and appoint a chairman thereof or to appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance. The Owners' Committee shall consist of not fewer than five (5) members, or such number of members as the Owners may decide from time to time by resolution at a meeting of the Owners, PROVIDED THAT at least:-

- (a) Three (3) members shall be elected from the Owners of the Residential Accommodation to represent them in the Owners' Committee;
- (b) One (1) member shall be elected from the Owner(s) of the Commercial Accommodation to represent them in the Owners' Committee; and
- (c) One (1) member shall be elected from the Owners of the Carpark to represent them in the Owners' Committee.

6.2 Functions of Owners' Committee

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

- (a) the representing of the Owners in all dealings with the Manager;
- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) the reviewing of the annual budget and revised budget prepared by the Manager;
- (d) the approval of the House Rules made from time to time by the Manager;
- (e) to elect a manager to take the place of the outgoing Manager in accordance with the provisions of Clause 4.1 hereof; and
- (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of these presents.

6.3 Membership

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

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

6.4 Retirement from membership

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

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

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

6.5 Meetings

A meeting of the Owners' Committee may be convened at any time by the chairman or any two (2) members of the Owners' Committee PROVIDED THAT one such meeting to be known as the annual meeting shall be held once in each year commencing with the year following the date of this Deed for the purpose of transacting any other business of which due notice is given in the notice convening the meeting.

6.6 Notice of meeting

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

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

6.7 Quorum

The quorum at a meeting of the Owners' Committee shall be fifty per cent (50%) of the members of the Owners' Committee (rounded up to the nearest whole number) or three (3) such members, whichever is the greater. No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business. If within half an hour from the time appointed for the meeting a quorum is not present, the

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

6.8 **Chairman**

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

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

The first chairman appointed pursuant to Clause 6.1 hereof shall be chairman until the next annual meeting. Thereafter the chairman shall be chosen by the Owners at the first or any other meeting of the Owners held in any year.

6.9 **Meeting Procedures**

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

6.10 **Resolutions**

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

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

6.11 **Owners' Committee not liable**

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

6.12 **No Remuneration**

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

6.13 **Records and Minutes**

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

6.14 **Sub-Committees**

Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the welfare of the Owners and the Occupiers of the Development or to co-opt any person(s) who is/are not members of the Owners' Committee to serve on such sub-committees.

SECTION VII - MEETING OF OWNERS

7.1 **Meetings**

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

- (a) A meeting of Owners may be convened by:-
 - (i) the Owners' Committee;
 - (ii) the Manager; or
 - (iii) an Owner appointed to convene such a meeting by the Owners of not less than five per cent (5%) of the Undivided Shares in aggregate.
- (b) The person convening the meeting of the Owners shall, at least fourteen (14) days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify:-
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (c) The notice of meeting referred to in Clause 7.1(b) above may be given:-
 - (i) by delivering it personally to the Owner;
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving it at the Owner's flat or depositing it in the letter box for that flat.

- (d) The quorum at a meeting of Owners shall be 10% of the Owners. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. For the purposes of this sub-clause, the reference in this sub-clause to "10% of the Owners" shall:-
- (i) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Lot and the Development were divided; and
 - (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.
- (e) A meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 7.1(a)(ii) or (iii) above, the person convening the meeting.
- (f) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (g) At a meeting of Owners:-
- (i) an Owner shall have one vote in respect of each Undivided Share he owns;
 - (ii) an Owner may cast a vote personally or by proxy;
 - (iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast:-
 - (A) by a proxy jointly appointed by the co-Owners;
 - (B) by a person appointed by the co-Owners from amongst themselves; or
 - (C) if no appointment is made under Clause 7.1(g)(iii)(A) or (B), either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
 - (iv) where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
 - (v) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and:-
- (A) shall be signed by the Owner; or
 - (B) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body

corporate in that behalf.

- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 7.1(a)(ii) or (iii) above, the person convening the meeting at least forty eight (48) hours before the time for the holding of the meeting.
- (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- (i) The procedure at a meeting of Owners shall be as is determined by the Owners.
- (j) Save as otherwise herein provided any resolution on any matter concerning the Lot 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 of the Lot and the Development Provided as follows:-
 - (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
 - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
 - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed or any Sub-Deed(s).
 - (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out.
 - (v) (A) A resolution may be 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 fifty per cent (50%) of the total number of Undivided Shares in the Lot and the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) terminate by notice the Manager's appointment without compensation.
 - (B) A resolution under preceding Clause 7.1(j)(v)(A) shall have effect only if:-
 - (I) the notice of termination of appointment is in writing;
 - (II) provision is made in the resolution for a period of not less than three (3) months notice or, in lieu of notice, provision is made for an agreement to be made with the Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;
 - (III) the notice is accompanied by a copy of the resolution terminating the Manager's appointment; and
 - (IV) the notice and the copy of the resolution is given to the Manager within fourteen (14) days after the date of the meeting.

- (C) The notice and the copy of the resolution referred to in preceding Clause 7.1(j)(v)(B) may be given:-
 - (I) by delivering it personally to the Manager; or
 - (II) by sending it by post to the Manager at its last known address.

- (k) Without affecting the provisions herein contained requiring certain matters to be decided only by resolutions passed by the Owners holding not less than seventy five per cent (75%) of the total number of Undivided Shares in the Lot and the Development, a resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than one half of the total number of Undivided Shares in the Lot and the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.

- (l) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.

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

SECTION VIII - EXTINGUISHMENT OF RIGHTS

8.1 **Owners' meeting in event of Development being damaged**

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

8.2 **Provision applicable to such Owners' meeting**

Notwithstanding any other provisions to the contrary herein contained, the following provisions shall apply to a meeting convened as provided in Clause 8.1:-

- (a) The person convening such meeting of the Owners shall, at least fourteen (14) days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify:-
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting;
- (b) The notice of meeting referred to in Clause 8.2(a) shall be posted on the public notice boards of or a prominent place in the Development and if possible, may be given:-
 - (i) by delivering it personally to the Owner;
 - (ii) by sending it by post to the Owner at his last known address; or

- (iii) by leaving at the Owner's Unit or depositing it in the letter box for that Unit;
- (c) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares in the part of the Development in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
- (d) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same time and day in the following week at the same place, and if at such adjourned meeting a quorum is not present, the Owners present shall be deemed to constitute a quorum;
- (e) The chairman of the Meeting shall be:-
 - (i) the chairman of the Owners' Committee (only if the chairman of the Owners' Committee is an Owner holding Undivided Shares allocated to the relevant damaged part); or
 - (ii) in the absence of the chairman of the Owners' Committee, the person elected and/or appointed by Owners present at the Meeting;
- (f) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (g) Every Owner shall have one vote for each Undivided Share allocated to the part of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) vested in him and in the case of Owners who together are entitled to one such Undivided Share, such Owners shall jointly have one vote for each such Undivided Share and in case of dispute, the Owner whose name stands first in relation to that Undivided Share in the register kept at the Land Registry shall have the right to vote, and in case of equality of votes, the chairman shall have a second or casting vote;
- (h) Votes may be given either personally or by proxy;
- (i) The instrument appointing a proxy shall be deposited with the chairman of the meeting either before or at the meeting;
- (j) A resolution passed at a duly convened meeting by the Owners of not less than seventy five per cent (75%) of the Undivided Shares allocated to damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) 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;
- (k) A resolution in writing signed by Owners who in the aggregate have vested in them

for the time being not less than seventy-five per cent (75%) of the Undivided Shares allocated to the part of the Development in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners; and

- (1) Apart from the notice given under Clause 8.2(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 PROVISIONS

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

- (a) Nothing contained in this Deed shall prejudice the operation of the Building Management Ordinance and the Schedules thereto.
- (b) The First Owner shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (both of the English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund.

9.2 **Owners to notify Manager when ceasing to be Owner**

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

9.3 **No liability after ceasing to be Owner**

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

9.4 **Public notice boards, etc.**

There shall be public notice boards at such prominent places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for seven (7) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

9.5 **Service of notices, etc.**

Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the said Unit, or (ii) the last known address of the party to be served PROVIDED THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known address. All notices required to be given to the Manager shall be sufficiently

served if sent by prepaid post addressed to or if by hand left at the registered office of the Manager.

9.6 Provision of address in Hong Kong

Each Owner who is not an Occupier in the Development shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed or any relevant Sub-Deed(s).

9.7 Compliance with the Government Lease

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

9.8 Chinese translation

The First Owner shall at his own cost provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and the Chinese translation in the management office within one (1) month after the date hereof for inspection by all Owners free of costs and for taking of copies by the Owners at their expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund. In the event of any dispute arising out of the interpretation of the Chinese translation and the English version of this Deed, the English version of this Deed shall prevail.

9.9 Plans of Common Areas and Facilities

A copy of the DMC Plans shall be prepared by the First Owner, annexed to this Deed, kept at the management office and shall be available for inspection by the Owners free of charge during normal office hours of the Manager.

9.10 During existence of Owners' Corporation

During the existence of an Owners' Corporation of the Development, the general meeting of the Owners' Corporation convened under the Building Management Ordinance shall take the place of the meeting of Owners hereunder, and where a management committee of the Owners' Corporation is or has been appointed, the management committee shall take the place of the Owners' Committee.

9.11 Maintenance of Slopes and Retaining Walls

Notwithstanding anything herein contained, the Owners shall at their own expense maintain and carry out all works in respect of the slopes, slope treatment works, retaining walls and other structures (if any) within or outside the Lot as required by the Government Lease 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 (if any) for slopes, slope treatment works, retaining walls and other structures. The Manager (which for the purpose of this Clause shall include the Owners' Committee or Owners' Corporation (if formed)) is hereby given full authority by the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out any necessary works in respect of any of such slopes, slope treatment works, retaining walls or other structures in compliance with the Government Lease and/or in accordance with the said maintenance manual (if any) and all guidelines issued from time to

time by the appropriate Government department regarding the maintenance of the slopes, slope treatment works, retaining walls and other structures. The Owners shall be responsible for the payment to the Manager of all costs lawfully incurred or to be incurred by the Manager in carrying out such maintenance repair and any other works. The Manager shall not be personally liable for carrying out any such maintenance repair and any other works which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners.

9.12 Works and Installations

- (a) The First Owner shall at its own cost and expense compile the Maintenance Manual for the Works and Installations and its schedules for the reference of the Owners and the Manager setting out the following details:-
- (i) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
 - (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
 - (iii) Recommended maintenance strategy and procedures;
 - (iv) A list of items of the Works and Installations requiring routine maintenance;
 - (v) Recommended frequency of routine maintenance inspection;
 - (vi) Checklist and typical inspection record sheets for routine maintenance inspection;
 - (vii) Recommended maintenance cycle of the Works and Installations.
- (b) Within one (1) month after the date of this Deed, the First Owner shall deposit a full copy of the Maintenance Manual for the Works and Installations which includes a list/schedule of items of the Works and Installations in the management office for inspection by the Owners free of charge and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same PROVIDED THAT all charges received therefrom shall be credited into the Special Fund.
- (c) (i) The Manager shall on behalf of and at the cost and expense of the Owners inspect, maintain and carry out all necessary works for the maintenance of the Common Areas and Facilities including those part or parts of the Works and Installations forming part of the Common Areas and Facilities.
- (ii) The Owners shall at their own costs and expense inspect, maintain and carry out all necessary works for the Units including those part or parts of the Works and Installations forming part of their Units.
- (d) The Owners may, by a majority resolution passed at an Owners' meeting convened under this Deed, amend, revise the Maintenance Manual for the Works and Installations (including the said schedule) or the Works and Installations listed in the Fourth Schedule hereto or any part thereof as the Owners shall deem fit, in which event the Manager shall procure a revised Maintenance Manual for the Works and

Installations (including the said schedule) or any amendments thereto from a qualified professional or consultant within such time as may be prescribed by the said Owners' resolution. All costs and expenses of and incidental to the preparation of the revised Maintenance Manual for the Works and Installations (including the said schedule) or any subsequent amendments thereto shall be borne by the Owners and paid out of the Special Fund.

- (e) The Manager shall deposit the revised Maintenance Manual for the Works and Installations (including the said schedule) and any subsequent amendments thereto in the management office within one (1) month after the date of its preparation for inspection by the Owners free of charge and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same PROVIDED THAT all charges received therefrom shall be credited into the Special Fund.

9.13 **Insurance**

Notwithstanding anything herein contained, each Owner is advised to effect and maintain insurance for third party and occupier's liability against loss or damage to any property and injury or death to any person whatsoever caused in respect of his Unit in such amount as the Manager may from time to time require and undertakes to produce to the Manager as and when required by the Manager such policy of insurance together with a receipt for the last payment of premium and a certificate from the insurance company that the policy is in all respects valid and subsisting.

9.14 **Deed binding on executors, etc.**

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

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

THE FIRST SCHEDULE

ALLOCATION OF UNDIVIDED SHARES AND MANAGEMENT SHARES

Section 1: Summary

Part	Unit	Undivided Shares	Management Shares
A.	Residential Units	13110	13110
B.	Commercial Accommodation	1932	1932
C.	Parking Spaces	385	385
D.	Common Areas and Facilities	500	0
	Total:	15927	15427

(a) Section 2: Schedule of Allocation

(A) Residential Units

Floor	Flat	Undivided Shares per Unit	Management Shares per Unit
3/F	A (Note 1)	72	72
	B (Note 1)	43	43
	C (Note 1)	48	48
	D (Note 1)	47	47
	E (Note 1)	31	31
	F (Note 1)	56	56
	G (Note 2)	43	43
	H (Note 2)	28	28
	J (Note 2)	28	28
	K (Note 2)	40	40
5/F – 12/F, 15/F – 20/F (14 storeys)	A (Note 1)	72	72
	B (Note 1)	43	43
	C (Note 1)	48	48
	D (Note 1)	47	47
	E (Note 1)	31	31
	F (Note 1)	56	56
	G (Note 1)	42	42
	H (Note 1)	31	31
	J (Note 1)	31	31
	K (Note 1)	42	42
21/F – 23/F, 25/F – 33/F, 35/F – 36/F (14 storeys)	A (Note 1)	72	72
	B (Note 1)	43	43
	C (Note 1)	48	48
	D (Note 1)	47	47
	E (Note 1)	31	31
	F (Note 1)	56	56
	G (Note 1)	42	42
	H (Note 1)	31	31
	J (Note 1)	31	31
	K (Note 1)	42	42
37/F	A (Note 2)	88	88
	B (Note 1)	48	48
	C (Note 1)	47	47
	D (Note 2)	87	87
Sub-Total:		13110	13110

The numbering of the floors of the Development is such that there are no 4th, 13th, 14th, 24th and 34th Floors.

Notes:

1. means including the balcony, utility platform and air-conditioner platform thereof.
2. means including the flat roof(s) adjacent thereto.

(B) Commercial Accommodation

Floor	Undivided Shares	Management Shares
Basement (excluding loading and unloading spaces marked "L/UL1" and "L/UL2" on Basement), Ground and 1/F	1768	1768
loading and unloading space marked "L/UL1" on Basement	25	25
loading and unloading space marked "L/UL2" on Basement	39	39
Signage Space(s)	100	100
Sub-Total:	1932	1932

(C) Parking Spaces

Unit		Undivided Shares per Unit	Management Shares per Unit
Car Parking Spaces	"P01" to "P03", "P05" to "P12", "P15" to "P23", "P25", "P26" (total 22 nos.)	13 (each space) 286 (sub-total)	13 (each space) 286 (sub-total)
Car Parking Spaces	"R01" to "R03" and "R05" to "R08" (total 7 nos.)	13 (each space) 91 (sub-total)	13 (each space) 91 (sub-total)
Motor Cycle Parking Spaces	M01 to M03 (total 3 nos.)	2 (each space) 6 (sub-total)	2 (each space) 6 (sub-total)
Motor Cycle Parking Space	RM01 (total 1 no.)	2	2
	Sub-Total:	385	385

(D) Common Areas and Facilities

Type	Undivided Shares	Management Shares
Common Areas and Facilities	500	0

THE SECOND SCHEDULE
RIGHTS, PRIVILEGES AND EASEMENTS

Part A

1. Right and privileges of Owners

The Owner of each Undivided Share together with the full and exclusive right to hold, use, occupy and enjoy any part of his Unit shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Government Lease, this Deed, the Sub-Deed(s), the House Rules and the rights of the Manager as provided in this Deed:-

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

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

(b) Right to support and shelter

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

(c) Right of passage of water, etc.

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

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

The right for any Owner with or without workmen, plant, equipment and materials at all reasonable times upon making prior appointment (except in the case of emergency) to enter upon other parts of the Lot and the Development for the purpose of carrying out any works for the maintenance and repair of his Unit including any conducting media exclusively serving the same (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby SUBJECT as aforesaid. For the purpose of this sub-clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media; and

(e) Other easements, rights and privileges

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

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

In addition to the above rights and privileges, the Owner of each Undivided Share shall have the full right and liberty (but SUBJECT ALWAYS TO the provisions of the Government Grant, this Deed, the Sub-Deed(s), the House Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Residential Common Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use, no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same.

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

- (a) In addition to the above rights and privileges, the Owner of each Undivided Share shall have the full right and liberty (but SUBJECT ALWAYS TO the provisions of the Government Grant, this Deed, the Sub-Deed(s), the House Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Carpark Common Areas and Facilities for the purpose of accessing the refuse storage and material recovery chamber (RSMRC) and the electric meter room (E.M.R.) PROVIDED THAT in exercising such rights of use, no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same.
- (b) In addition to the above rights and privileges, the Owner of each Undivided Share in the Residential Accommodation shall have the full right and liberty (but SUBJECT ALWAYS TO the provisions of the Government Grant, this Deed, the Sub-Deed(s), the House Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Carpark Common Areas and Facilities for the purpose of accessing the Accessible Parking Spaces for Visitors and the Residential Loading and Unloading Space PROVIDED THAT in exercising such rights of use, no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same.
- (c) In addition to the above rights and privileges, the Owner of each Undivided Share in the Commercial Accommodation shall have the full right and liberty (but SUBJECT ALWAYS TO the provisions of the Government Grant, this Deed, the Sub-Deed(s), the House Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Carpark Common Areas and Facilities for the purpose of accessing the loading and unloading spaces marked "L/UL 1" and "L/UL 2" on the Basement Plan of the DMC Plans PROVIDED THAT in exercising such rights of use, no Owner shall interfere with or

permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same.

4. For the avoidance of doubt, Owners shall have no right to enter upon any part of the Lot and the Development save as expressly herein provided.

Part B

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

- (a) Government's right under the Government Lease

The full rights and privileges of the Government specifically excepted and reserved under the Government Lease;

- (b) Manager's right of entry

- (i) The full right and privilege of the Manager at all reasonable times upon prior reasonable notice (except in the case of emergency) with or without workmen, contractors and others and with or without equipment and apparatus to enter into and upon his Unit for the purposes of carrying out necessary repairs to the Lot or the Development or any part or parts thereof or any of the Common Areas and Facilities therein or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners PROVIDED THAT the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at his own costs and expense and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors, workmen and/or persons authorised by the Manager in the course of exercising the aforesaid rights;

- (ii) The full right and privilege of the Manager at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the balcony, utility platform, air-conditioner platform, external wall (including curtain wall), roof or flat roof or the parapet walls of the roof or flat roof as may be determined by the Manager the gondola to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities provided that the use and enjoyment by the Owner of the Residential Unit shall not be materially adversely affected or prejudiced thereby;

- (c) Rights of the First Owner

Rights of the First Owner set forth in Sections II and III of this Deed; and

- (d) Other rights

Rights and privileges equivalent to those set forth in sub-clauses (b), (c), (d) and (e) of Clause 1 of Part A of this Second Schedule and as reserved unto the First Owner and the Manager under this Deed.

THE THIRD SCHEDULE

COVENANTS, PROVISIONS AND RESTRICTIONS

1. **No structural alteration**

No Owner shall:

- (a) make any structural alteration to any part of his Unit and the Development owned by him (including but not limited to the external walls, structure or façade of the Unit owned by him or any installation or fixture therein) which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Development whether in separate or common occupation (in particular the supply of water, electricity, gas or other utilities) or interfere with or affect the rights of any Owner; or
- (b) use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Lot and the Development not being equipment or apparatus for his exclusive use and benefit.

Notwithstanding anything contained in this Deed to the contrary, no provision of this Deed shall be construed as having the effect of preventing an Owner from taking legal action against another Owner in this respect.

2. **Not to vitiate insurance**

Every Owner shall observe and perform all the covenants conditions and provisions of the Government Lease, this Deed and the House Rules which may be in force from time to time. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Lease or whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.

3. **Sub-division/partition**

- (a) No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Lot.
- (b) Subject to the rights of the First Owner, no Owner of a Residential Unit shall subdivide or partition his Residential Unit.
- (c) The Owner of the Commercial Accommodation shall have the right to subdivide or partition the Commercial Accommodation or any part thereof provided that such subdivision or partitioning works shall not contravene the Government Lease, this Deed and any Ordinances and Regulations from time to time applicable thereto and, if applicable shall be subject to the consent and approval of all relevant Government departments and authorities concerned.
- (d) Subject to the rights of the First Owner, in case of any subdivision or partition of the Commercial Accommodation or any part thereof which shall result in any part of the Commercial Accommodation being held in separate ownership, a Sub-Deed shall be entered into PROVIDED THAT such Sub-Deed(s) shall not conflict with the provisions of this Deed or any previous Sub-Deed(s) nor affect the rights, interests or obligations of the other Owners bound by any other previous Sub-Deed(s).

- (e) No partitioning shall be erected or installed in any Residential Unit which does not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.
- (f) For the purpose of this paragraph 3, the "First Owner" includes the person to whom the First Owner has assigned the aforesaid right.

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

Subject to the provisions of Clause 3.1 of this Deed, no Owner shall do or permit or suffer to be done by his tenants, Occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Development at any time in the course of construction or the management and the maintenance of the Development.

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

- (a) No Owner (including the First Owner) shall have the right to convert any part of the Common Areas and Facilities to his own use or for his own benefit unless approved by the Owners' Committee. Any payment received for the granting of such approval shall be credited to the Special Fund.
- (b) No Owner (including the First Owner) shall have the right to convert or designate any of his own areas to be Common Areas and Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) shall have and the Manager shall not have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use or benefit save as otherwise provided for when the area in question was so converted or designated.
- (c) Notwithstanding paragraph 5(b) above, an Owner (including the First Owner) may convert or designate his Unit or any part thereof as common areas and facilities for the common use or benefit of some but not all of the Owners of a component part of the Development of which such Unit forms part ("**the affected Owners**"); and in that event, only the approval of the affected Owners will be required Provided That no expenses for the maintenance or management of such common areas and facilities shall be borne or paid by any other Owners who do not share in the common use or benefit thereof. The affected Owners may not reconvert or re-designate any such common areas and facilities to the own use or benefit of one or more of them unless it is so provided for when the area in question was so converted or designated.

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

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

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

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

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

- (a) No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Government Lease, the Occupation Permit, this Deed, any Sub-Deed(s) and any Ordinances and Regulations from time to time applicable thereto.
- (b) No Owner shall use or cause or permit any Unit to be used for industrial or godown purposes or for the purpose of a pawn shop, mahjong school, funeral parlour, coffin shop, temple, buddhist hall, columbarium, grave or for the performance of the ceremony known as "Ta Chai (打齋)" or any similar ceremony or as a dance hall, music hall or for any noisy or offensive trade or business.

9. **User**

No Residential Unit shall be used for any purpose other than for private residential purpose and in particular shall not be used for any form of commercial letting in bed spaces or cubicles, and no Parking Spaces shall be used other than for the parking private motor vehicles or private motor cycles (as the case may be).

10. **Not to erect advertising sign, etc. on the Parking Space, flat roof, balcony, utility platform or air-conditioner platform of the Residential Unit**

No Owner shall erect or place or cause or permit to be erected or placed any advertising sign or other structure on any Parking Space, flat roof, the balcony, the utility platform or the air-conditioner platform forming part of or belonging to his Residential Unit or any other part thereof and the Manager shall have the right to demand to remove anything erected or placed on the Parking Space, flat roof, the balcony, the utility platform or the air-conditioner platform forming part of or belonging to his Residential Unit or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.

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

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

12. **Not to display advertising sign from Residential Unit**

Subject to the rights of the First Owner and the rights of the Owner of the Commercial Accommodation herein provided, no Owner of a Residential Unit shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit any advertising or other sign of any description (except a small name plate outside the entrance door or gate of a Residential Unit giving the Owner's or Occupier's name).

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

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

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

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

15. **Not to interfere with communal television, radio aerial system, internet broadband, broadcast distribution network and telecommunication network, etc. provided in the Development**

No Owner shall cut, maim, alter, affix, interfere with, damage or in any other way affect or permit or suffer to be cut, maimed, altered, affixed, interfered with, damaged or in any other way affected any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, satellite and/or cable television system (if any), internet broadband, broadcast distribution network, telecommunication network, fixtures or any other installation within any portion of the roofs or flat roofs or external surfaces provided in the Development or any part of the Development as part of the Common Areas and Facilities.

16. **Not to install private aerial system, etc. without Manager's consent**

No Owner shall be entitled to connect any installation to the communal television and radio aerial system and cable television system (if any) installed by the First Owner or the Manager except with the permission of the Manager and in accordance with any House Rules relating to the same. No Owner shall affix or install his own private aerial outside any part of the Development except with the prior written consent of the Manager.

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

Subject to the rights of the First Owner herein provided, no Owner shall erect, install or otherwise affix or allowed to be erected, installed or otherwise affixed any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever on the external surfaces of or extending outside the exterior of his Residential Unit or any part of the Development or be projected from any part of the Development.

18. **Not to hang clothing or laundry outside Residential Unit or the Common Areas and Facilities**

No clothing or laundry shall be hung outside the Residential Unit or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities.

19. **Not to hang washing upon flat roofs, etc. of the Development**

No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roofs, roofs, external walls, balcony (if any), utility platform (if any), air-conditioner platform (if any) or entrance halls of the Development or any other areas.

20. **Not to erect or build upon the balcony, utility platform, air-conditioner platform, flat**

roof etc. of Residential Unit or the external wall of the Development

Subject to the rights of the First Owner, no Owner shall erect or build or suffer to be erected or built on or upon the balcony (if any), utility platform (if any), air-conditioner platform (if any) or flat roof (if any) forming part of his Residential Unit or on any part of the external wall of the Development any structure whatsoever either of a permanent or temporary nature.

21. Not to clog the drainage system

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

22. Not to misuse water closets

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

23. No excessive noise

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

24. Pets

Dogs shall be carried or on leash in the Common Areas and Facilities.

25. No damage or discolouration

Not to allow any damage or discolouration to decorations in the Common Areas and Facilities to be caused by any person, and any such damage or discolouration shall be paid for by the Owner or Occupier of the Unit in which such person(s) concerned reside.

26. Not to alter the façade or external appearance of the Development

Subject to the rights of the First Owner herein provided, no Owner shall paint or alter the outside of the Development including any part of the Development owned by him, or do or permit to be done any act or thing which may or will alter the façade or external appearance of the Development (including any part owned by him) without the prior consent in writing of the Manager.

27. Not to discard refuse, etc.

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

28. Not to allow articles to obstruct Common Areas and Facilities

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

29. Not to contravene the Air Pollution Control Ordinance

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

30. Not to contravene the Fire Services Ordinance

No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95, Laws of Hong Kong) or any by-laws or regulations made thereunder or any other applicable laws or regulations. If any extension of the sprinkler heads and/or smoke detectors or alteration to the fire fighting equipment in the Residential Unit shall be required by any Residential 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 Residential Owner and in such manner as the Manager shall in its absolute discretion think fit.

31. Not to perform installation or repair works to the electrical wiring

No Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Development, which form part of the Common Areas and Facilities, save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

32. Floor loading

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

33. To pay Government rent

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

34. To observe the Government Lease, etc.

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

35. To observe all ordinances, bye-laws, etc.

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

36. Not to interfere with the operation of the gondola (if any)

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

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

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

38. Owner of Commercial Accommodation to maintain grease traps

The Owner of the Commercial Accommodation shall at its own cost and expense observe and comply with all guidelines or directions reasonably issued or given or to be reasonably issued or given by the Manager from time to time relating to the maintenance and cleaning of grease traps and shall cause its tenants and other occupants of its Commercial Accommodation to observe and comply with the same.

39. Fitting Out Rules for the Residential Units

No Owner shall carry out or cause to be carried out any alteration (structural or otherwise), interior fitting out or any construction works whatsoever to any Residential Unit save with the written approval of the Manager which approval shall not be unreasonably withheld, which works shall be carried out in accordance with (a) the Fitting Out Rules and (b) plans or drawings approved by the Manager.

40. Repairs

- (a) Each Owner shall at his own cost and expense and in compliance with the Government Lease, this Deed and the House Rules, manage, repair, maintain and upkeep his Unit and all services and facilities installed therein or used in connected therewith.
- (b) Subject to the provisions of this Deed, each Owner shall keep and maintain the part of the Development in respect of which he is entitled to exclusive possession and all wirings and pipings thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Lot and the Development. Subject as aforesaid the expenses of keeping in good and tenantable repair and condition the interior of any part of the Development and all the fixtures and fittings and all plumbings therein or appertaining thereto and all the windows and doors thereof shall be borne by such Owner who is entitled to the sole and exclusive use occupation and enjoyment thereof.

41. Air-Conditioning System

Every Owner shall also at his own cost and expense keep and maintain the air conditioning units or other units or plants (if any) serving exclusively his Unit in good repair and condition. No Owner shall make any alteration to or interfere with the air-conditioning system (if any) of the Common Areas and Facilities. If any alteration of the air-conditioning system for the Residential Unit is required, it shall be subject to the prior written approval of the Manager and shall be carried out by contractor approved by the Manager's at the expense of the Owner. No air conditioning units for the Residential Unit shall be installed in any Residential Unit or on or abut to the Common Areas and Facilities and in particular through the external walls of the Development without the prior written consent of the Manager other than the air-conditioner platform or at places designated for such purpose (if any) and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot and the Development or public ways. The air-conditioner platform and such places designated for the installation of air conditioning units shall not be used for any purpose other than the installation of air conditioning units. Each Owner of a Residential Unit should provide sufficient access to and from the air-conditioning units installed in on or within his Residential Unit in order that regular maintenance and monthly compulsory cleaning of these units can be carried out without damaging the decoration or causing inconvenience to Occupiers of nearby premises.

42. **Club House**

The Club House shall only be used and enjoyed for recreational purposes by the Owners and Occupiers of the Residential Units and their bona fide guests and visitors and subject to the provisions of this Deed, any Sub-Deed, the Club Rules, the House Rules and such rules as may from time to time be laid down by the Manager.

43. **Rights of the First Owner**

All the covenants, provisions and restrictions in this Third Schedule shall be subject to and be deemed to have been qualified by the rights reserved to the First Owner and its assignees under Clause 3.1 of this Deed, whether or not expressly so stated.

44. **Non-enclosed Areas**

- (a) The Non-enclosed Areas and the flat roofs forming part of the Units shall only be used as balconies or utility platforms or areas for air-conditioning or flat roofs (as the case may be) in relation to or in connection with use and enjoyment of the Units for which they are provided and not for other purpose.
- (b) The design and location of the Non-enclosed Areas or the flat roofs forming part of the Units under the Building Plans shall not be altered in any way.
- (c) No Owner shall cause, permit, suffer or allow any Non-enclosed Areas and the flat roofs forming part of the Units or any part thereof to be enclosed above the safe parapet height other than as shown on the Building Plans.
- (d) No fences, awnings, grilles or any structures or things shall be installed, exhibited, affixed, erected or attached to any of the Non-enclosed Areas and the flat roofs forming part of the Units whereby the same shall be enclosed in whole or in part other than as approved under the Building Plans.
- (e) Each Owner of the Non-enclosed Areas shall (i) at his own cost keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Occupation Permit, the Buildings

Ordinance (Cap. 123, Laws of Hong Kong) and such other Ordinances, bye-laws and regulations promulgated by the Government from time to time; and (ii) be responsible for the financial support and maintenance of the same.

- (f) In the event of the above covenants being in breach, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owners to remedy the breach forthwith and if necessary to reinstate the Non-enclosed Areas and the flat roofs to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants including but not limited to the right to enter upon the Units concerned (including the Non-enclosed Areas and the flat roofs forming part of the Units provided therein) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas and the flat roofs forming part of the Units or the Units which are in breach of the aforesaid covenants. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose.
- (g) Each Owner who has the right to the exclusive possession or the exclusive right to the use, occupation and enjoyment of the Non-enclosed Areas and/or the flat roofs forming part of the Units shall be responsible for the financial support and maintenance of the same.

45. Not to alter the ventilation system, plumping system and drainage system

No Owner shall make any alteration to or interfere with the ventilation system, plumping system, drainage system and other facilities whether ducted or otherwise through which fresh or salt water or sewage are supplied to the Residential Accommodation, pumps, tanks and sanitary fittings of the Residential Accommodation. If any alteration, repair, maintenance, replacement and/or renewal of such systems and/or facilities shall be required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

46. Ownership and maintenance of Non-common EV Facilities

- (a) Each Owner of the Parking Space shall at his own cost and expense be responsible for the maintenance, inspection, security, repair, replacement and renewal of the Non-common EV Facilities serving his Parking Space exclusively and the ownership of all such facilities shall belong to him. Each Owner of the Parking Space shall indemnify the Owners or occupiers of other Units for his failure to observe and comply with the provisions of this Clause.
- (b) Without prejudice to the generality of sub-clause (a) above, if any Owner of the Parking Space shall fail to repair or maintain the Non-common EV Facilities serving his Parking Space exclusively in accordance with sub-clause (a) above and it has caused damage or, in the reasonable opinion of the Manager, danger to the other part of the Development or the Owners or occupiers of the other Units, the Manager shall have the right and power, but not be obliged, to carry out such repairs or maintenance works to the relevant Non-common EV Facilities and make good all damage (if any) caused by the Owner's failure to repair or maintain as the Manager shall in absolute discretion see fit and all the costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant Parking Space on a full indemnity basis as a debt.

- (c) The appearance and standards (including but not limited to the design, specification and use of materials) of all replaced Non-common EV Facilities installed by an Owner of the Parking Space shall be consistent and compatible with the appearance and standards of the original Non-common EV Facilities installed for his Parking Space or such other appearance or standards as approved by the Manager Provided That no repairing, maintenance and replacement work shall be commenced unless with the Manager's prior approval and to be carried out by contractors approved by the Manager.

47. Compliance with Ordinances, etc. in respect of Non- Common EV Facilities

Each Owner of the Parking Space shall at his own costs and expense at all times:-

- (a) observe and comply with all Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region and guidelines and directions as may be issued by the Environment Bureau or the Engineering and Mechanical Services Department or all other Government authorities from time to time and all the Building Rules (if any) as may be made and all such directions (if any) as may be given by the Manager from time to time in relation to the installation, use, operation, maintenance, repair and/or replacement of the Non-common EV Facilities or any part thereof serving his Parking Space exclusively including but not limited to any other works to be carried out thereat and control of the consistent appearance of the Non-common EV Facilities;
- (b) take good care and such precautions as may be necessary in the use or operation of the Non-common EV Facilities or any part thereof serving his Parking Space exclusively so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units; and
- (c) indemnify the Owners or occupiers of the other Units for his failure to observe or comply with the provisions of this Clause.

THE FOURTH SCHEDULE
WORKS AND INSTALLATIONS

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) the slope structures (if applicable);
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system;
- (k) window installations;
- (l) gondola system and building management units;
- (m) air-conditioning and ventilation system for the Club House;
- (n) green features (including the Greenery Areas and planters (if any));
- (o) security and closed-circuit television system;
- (p) telecommunication and broadcasting system;
- (q) exterior lighting system; and
- (r) other major items (e.g. central air-conditioning and ventilation system, escalators, etc.).

THE FIFTH SCHEDULE

FIRE SAFETY PROVISIONS

1. An Owner of a Residential Unit with open kitchen shall be responsible for maintenance and annual inspection of the fire service installations (including sprinkler system, smoke detectors and the FRR Walls provided within and forming part of his Residential Unit) within his Residential Unit.
2. An Owner of a Residential Unit with open kitchen shall not (i) alter, remove or obstruct any smoke detectors provided inside his Residential Unit and at the common lobby outside his Residential Unit; (ii) alter, remove or obstruct the sprinkler head provided at the ceiling immediately above the open kitchen of his Residential Unit; or (iii) alter, remove the FRR Wall adjacent to the flat entrance door of his Residential Unit. Each Owner of the Residential Unit with open kitchen shall keep and maintain the fire service installations inside the Residential Unit in good (workable) condition at his own costs and expenses.
3. The Manager shall remind an Owner of a Residential Unit with open kitchen to carry out annual check and maintenance of the fire service installations. The Owner shall report and demonstrate to the Manager that he has carried out such annual check and maintenance of the fire service installations when so requested by the Manager. An Owner of a Residential Unit with open kitchen shall allow the Manager with or without the registered fire services installation contractor(s) to enter with or without workmen, contractors, the Manager and others and with or without equipment, materials and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into his Residential Unit to carry out (at the cost and expense of the relevant Owner) such regular and annual check, maintenance and/or certification of the fire service installations.
4. In the event that an Owner of a Residential Unit with open kitchen parts with possession of his Residential Unit, such Owner shall procure the tenant, licensee or Occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the fire safety provisions set out under this Fifth Schedule, and make it a condition in the relevant agreement (if any).
5. The costs and expenses incurred by the Manager and/or the registered fire services installation contractor(s) for the maintenance and the regular and annual inspection of the fire service installations for Residential Units with open kitchen shall be borne by the relevant Owner on demand.

The First Owner

SEALED with the Common Seal of)
the First Owner and SIGNED by)
CHIU, KA KUI KENNETH, DIRECTOR)
duly authorised by a resolution of its)
board of directors whose signature(s))
is/are verified by:-)



LAU, KA WUN



Oh Natalie Jou Yang
Mayer Brown
Solicitor, Hong Kong SAR

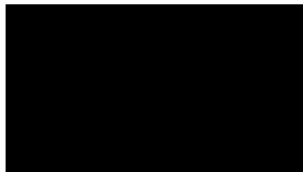


For and on behalf of
TOTAL SELECT LIMITED

.....
Authorised Signature(s)

The First Assignee

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



YEO LAI SHAN ELISA
Clerk to Messrs. Lau, Chan & Ko
Solicitors &c., Hong Kong SAR.

INTERPRETED to the First Assignee by:-

YEO LAI SHAN ELISA
Clerk to Messrs. Lau, Chan & Ko
Solicitors &c., Hong Kong SAR.

I hereby verify the signature
of YEO LAI SHAN ELISA

Ong Ngai Wa
Solicitor, Hong Kong SAR.
Lau, Chan & Ko

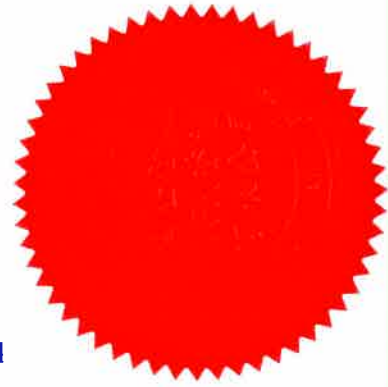
The DMC Manager

SEALED with the Common Seal of)
the DMC Manager and SIGNED by)
PAU, WAI KEUNG, DIRECTOR)
duly authorised by a resolution of its)
board of directors whose signature(s))
is/are verified by:-)



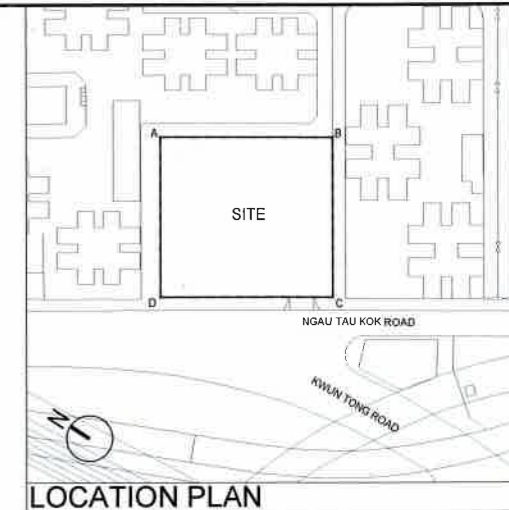
MOK, TERENCE MATTHEW WAH FUNG
SOLICITOR, HONG KONG SAR

) *For and on behalf of*
) Hang Lung Management Services (HK) Limited
) 恒隆管理服務(香港)有限公司
) 
)
) *Authorized Signature(s)*






BASEMENT PLAN



LEGEND :

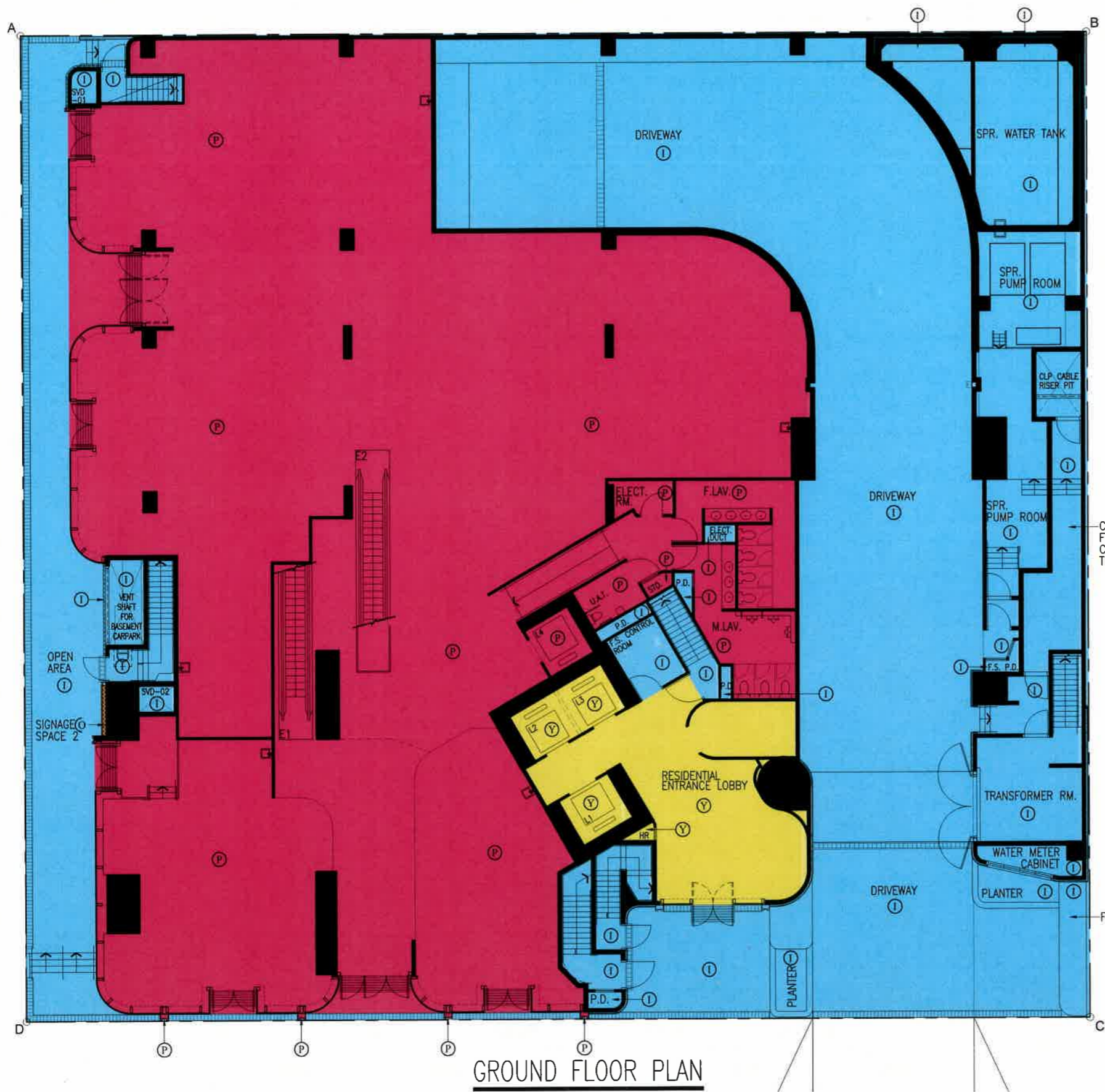
- P COMMERCIAL ACCOMMODATION
- Y RESIDENTIAL COMMON AREAS AND FACILITIES
- G CARPARK COMMON AREAS AND FACILITIES
- I DEVELOPMENT COMMON AREAS AND FACILITIES
- LOT BOUNDARY

Rev. Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - BASEMENT PLAN							
				B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved	Drawing No. DMC - 001	Revision No.	Scale 1:200 (A3)	Date JAN 2024
<small> - This drawing and the contents herein are the copyright of LWK & Partners (HK) Ltd. - No part of this drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK & Partners (HK) Ltd. - Do not take measurements directly from this drawing. - Check and verify all dimensions on site. - Read this drawing in conjunction with the specifications and all other related drawings. - Notify the Architect immediately of any discrepancy found herein. </small>													

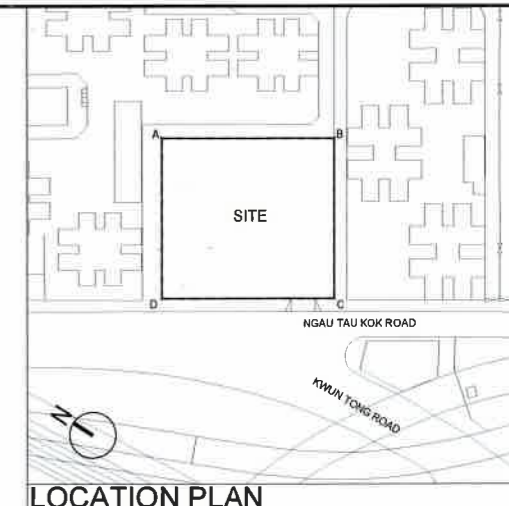
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN
NG KWOK FAI

 B.A. (A.S.) MARCH
 HKIA
 Registered Architect (HK)
 Authorized Person (Architect)

LWK + PARTNERS

15/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon.
 T: 852-2574 3633 F: 852-2572 4908 E: lwk@lwk.com
 廣東路15號15樓(香港)華豐有限公司
 九龍尖沙咀海濱城環球金融中心北座15樓



GROUND FLOOR PLAN

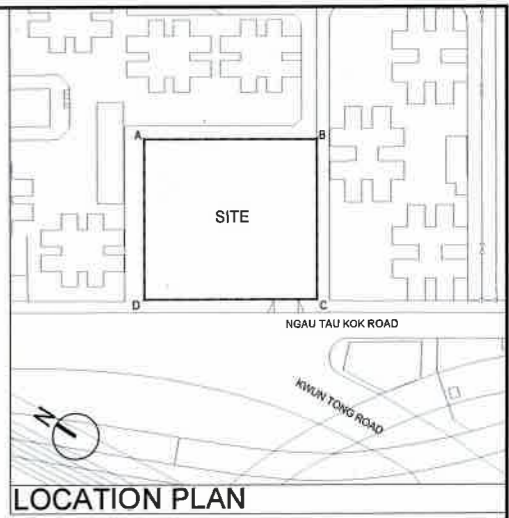


LOCATION PLAN

LEGEND :

- P COMMERCIAL ACCOMMODATION
- Y RESIDENTIAL COMMON AREAS AND FACILITIES
- I DEVELOPMENT COMMON AREAS AND FACILITIES
- LOT BOUNDARY

Rev. Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - GROUND FLOOR PLAN	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI 							
* This drawing and the contents herein are the copyright of LWK & Partners (HK) Ltd. * No part of this drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK & Partners (HK) Ltd. * Do not take measurements directly from this drawing. * Check and verify all dimensions on site. * Read this drawing in conjunction with the specifications and all other related drawings. * Notify the Architect immediately of any discrepancy found herein.			B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved	Drawing No. DMC - 002	Revision No.	Scale 1:200 (A3)	Date JAN 2024	B.A. (A.S.) MARCH HKIA Registered Architect (HK) Authorized Person (Architect)	LWK +PARTNERS <small>15/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon. T: 852-2574 1688 F: 852-2572 4908 E: hkw@lwk.com 九龍尖沙咀海濱城環球金融中心北座15樓</small>



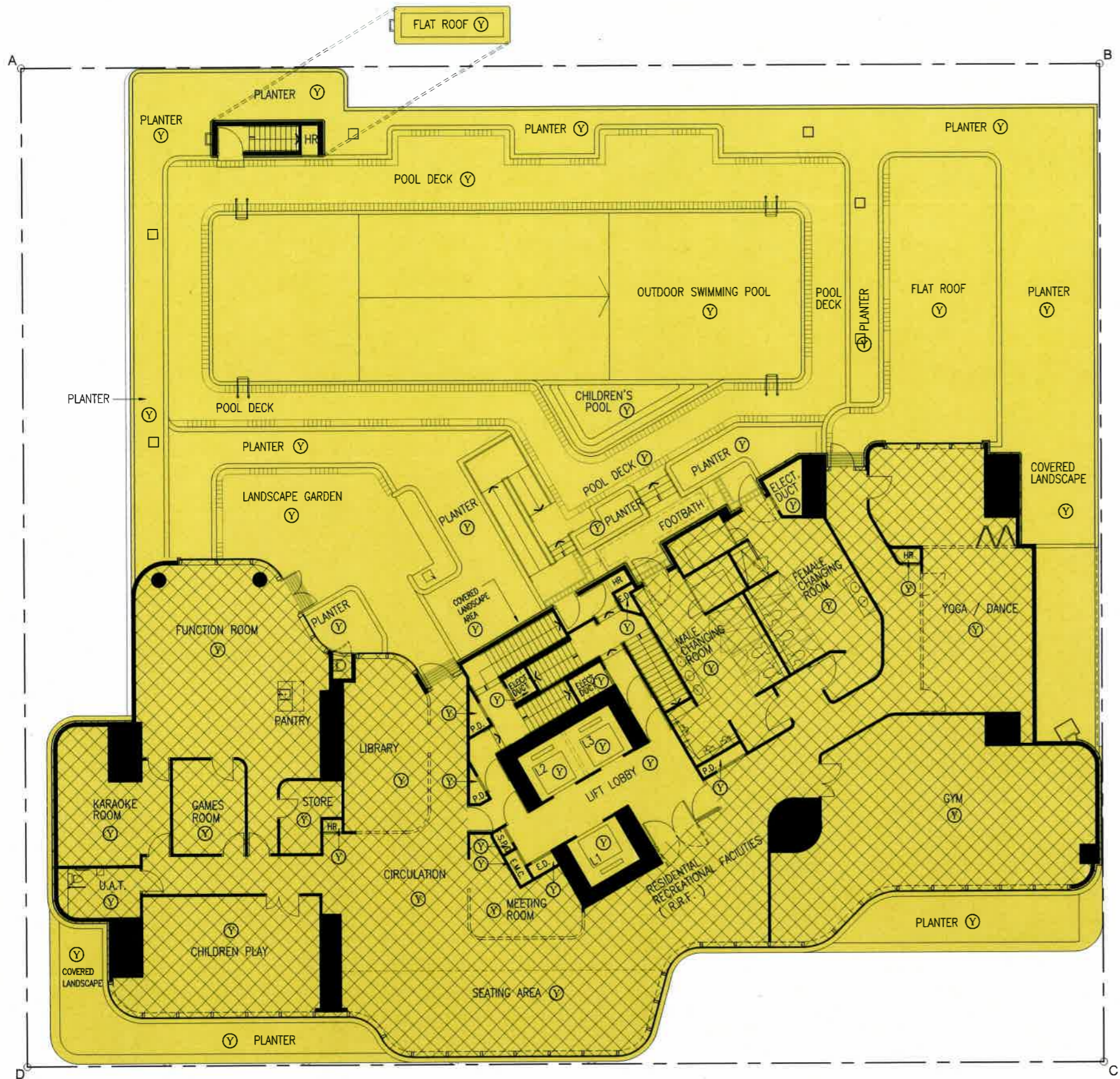
- LEGEND :**
- P COMMERCIAL ACCOMMODATION
 - O SIGNAGE SPACE 1
 - Y RESIDENTIAL COMMON AREAS AND FACILITIES
 - Y RESIDENTIAL RECREATIONAL AREAS AND FACILITIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
 - I DEVELOPMENT COMMON AREAS AND FACILITIES
 - LOT BOUNDARY

1ST FLOOR PLAN

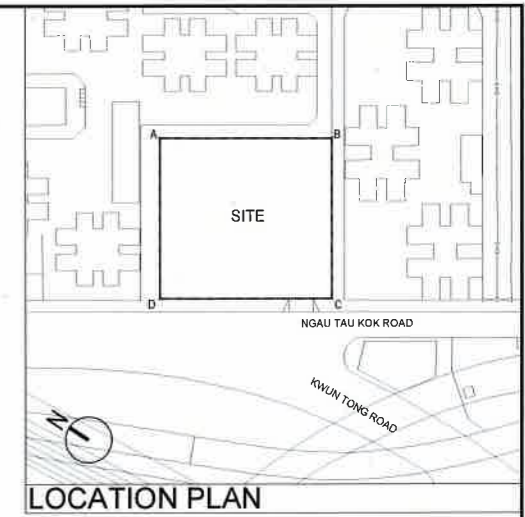
Rev. Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - 1ST FLOOR PLAN	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI B.A. (A.S.) MARCH HKIA Registered Architect (HK) Authorized Person (Architect)					
<small>This drawing and the contents herein are the copyright of LWK & Partners (HK) Ltd. No part of the drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK & Partners (HK) Ltd. Do not take measurements directly from this drawing. Check and verify all dimensions on site. Read this drawing in conjunction with the specifications and all other related drawings. Notify the Architect immediately of any discrepancy found herein.</small>			B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved	Drawing No. DMC - 003	Revision No.	Scale 1:200 (A3)	Date JAN 2024

LWK + PARTNERS

15/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon.
 T: 852-2874 1633 F: 852-2572 4908 E: lwk@lwk.com
 廣東新地建築師(香港)事務所有限公司
 九龍尖沙咀海邊城環球金融中心北座15樓



2ND FLOOR PLAN



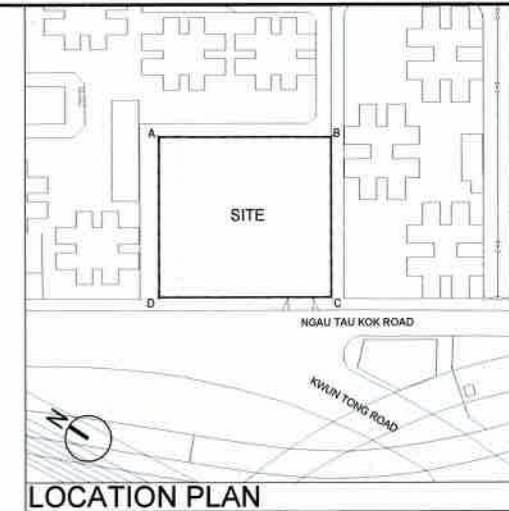
LEGEND :

- Y RESIDENTIAL COMMON AREAS AND FACILITIES
- Y RESIDENTIAL RECREATIONAL AREAS AND FACILITIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- LOT BOUNDARY

Rev.	Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - 2ND FLOOR PLAN	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI 		LWK + PARTNERS <small>15/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon. T: 852-2574 8533 F: 852-2572 4908 E: lwk@lwk.com 香港灣仔區皇后大道中15號華豐中心北座15樓</small>				
<small>- This drawing and the contents herein are the copyright of LWK & Partners (HK) Ltd. - No part of this drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK & Partners (HK) Ltd. - Do not take measurements directly from this drawing. - Check and verify all dimensions on site. - Read this drawing in conjunction with the specifications and all other related drawings. - Notify the Architect immediately of any discrepancy found herein.</small>				B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved		Drawing No. DMC - 004	Revision No.	Scale 1:200 (A3)	Date JAN 2024

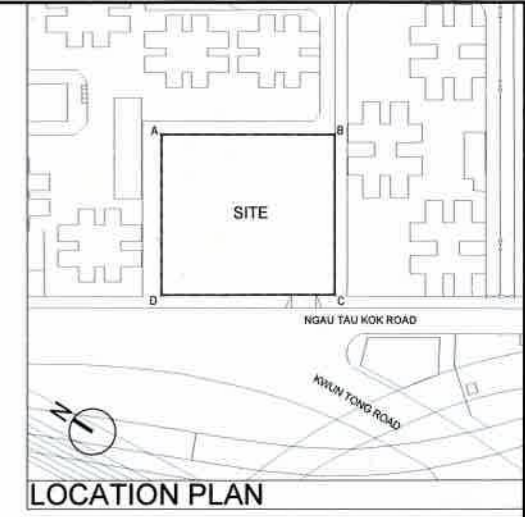
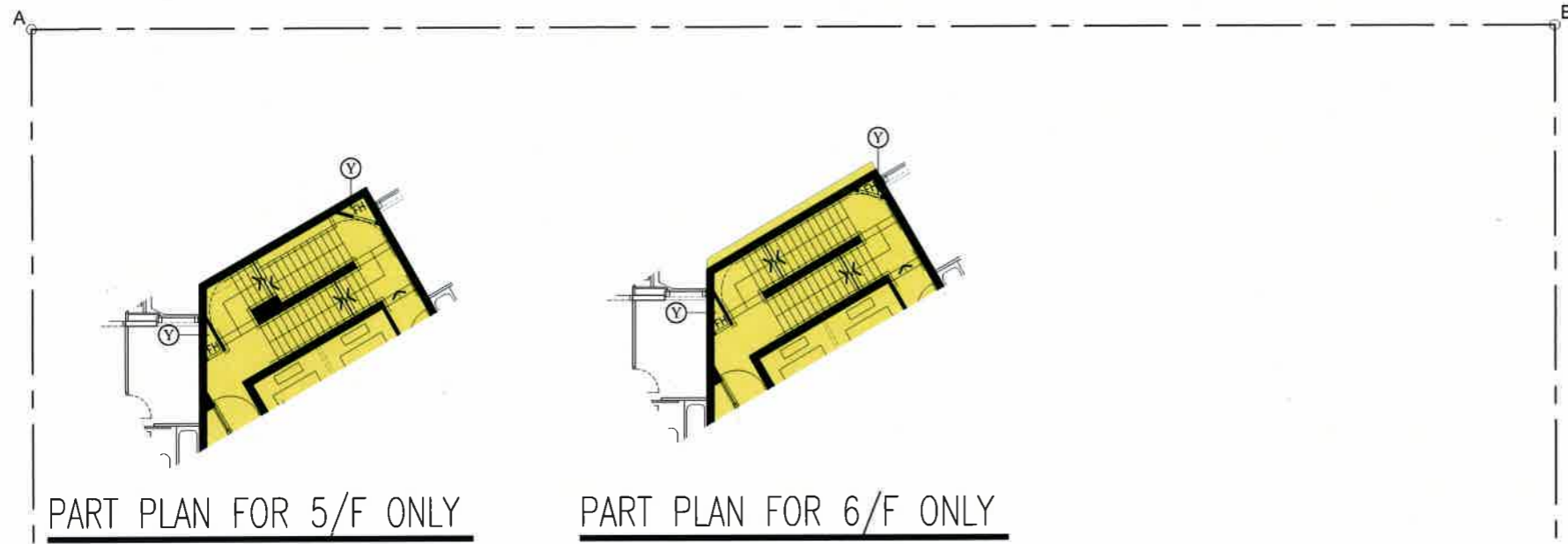


3RD FLOOR PLAN

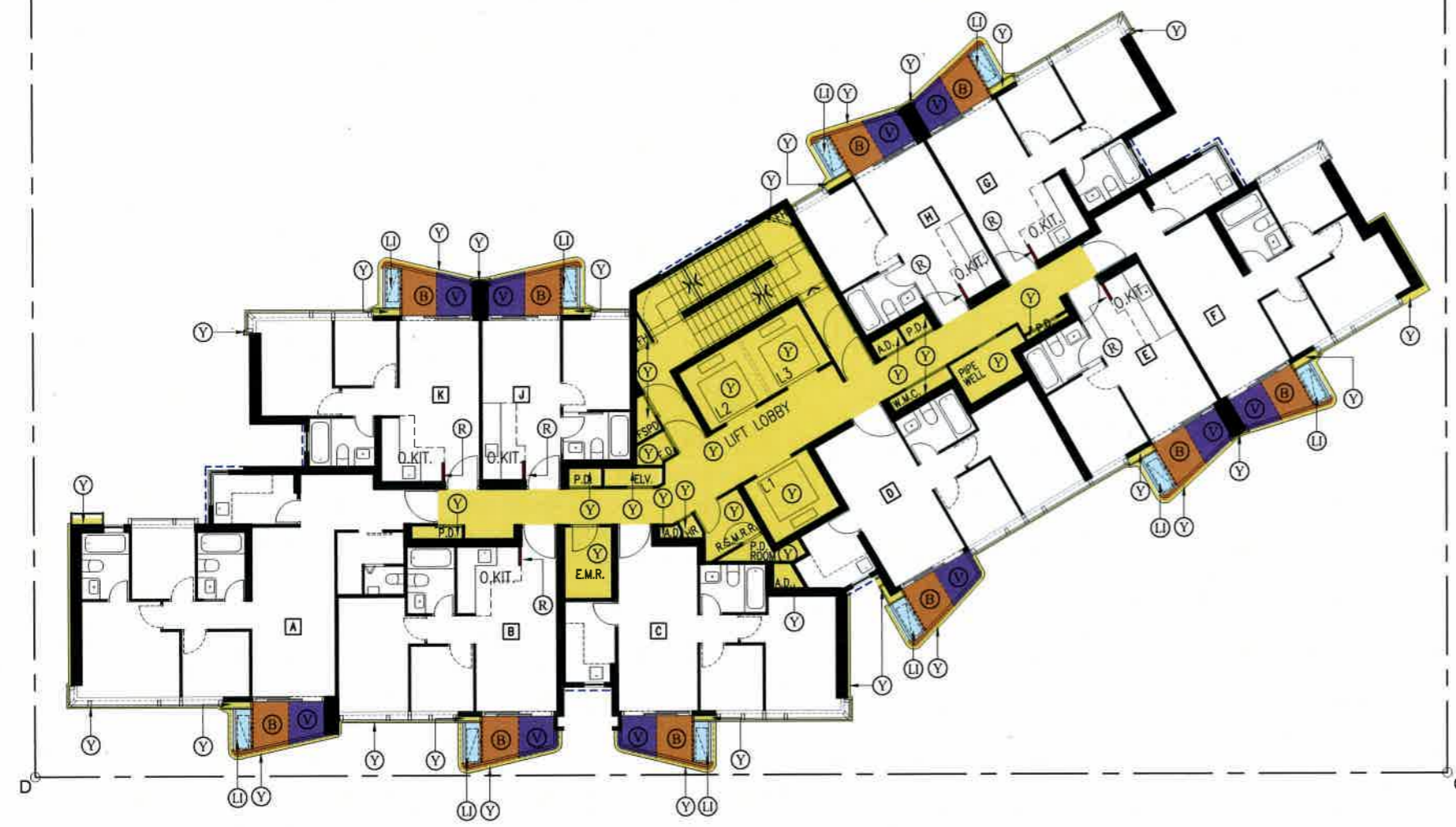


- LEGEND :**
- Y RESIDENTIAL COMMON AREAS AND FACILITIES
 - B BALCONY
 - V UTILITY PLATFORM
 - LI AIR-CONDITIONER PLATFORM
 - R FRR WALL
 - NON-STRUCTURAL PRE-FABRICATED EXTERNAL WALL (DOTTED INDIGO LINE)
 - - - LOT BOUNDARY

Rev. Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - 3RD FLOOR PLAN	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI 							
<small>This drawing and the contents herein are the copyright of LWK & Partners (HK) Ltd. No part of the drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK & Partners (HK) Ltd. Do not take measurements directly from this drawing. Check and verify all dimensions on site. Read this drawing in conjunction with the specifications and all other related drawings. Notify the Architect immediately of any discrepancy found herein.</small>			B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved	Drawing No. DMC - 005	Revision No.	Scale 1:200 (A3)	Date JAN 2024	B.A. (A.S.) MARCH HKIA Registered Architect (HK) Authorized Person (Architect)	LWK + PARTNERS <small>15/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon. T: 852-2574 1833 F: 852-2572 4558 E: info@lwk.com 香港新加坡灣仔海濱城環球金融中心北座15樓</small>

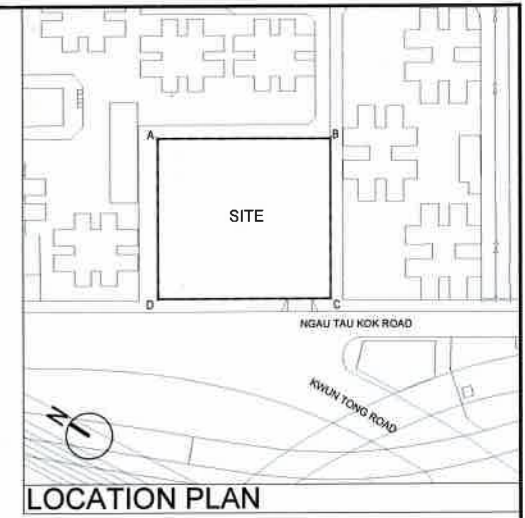
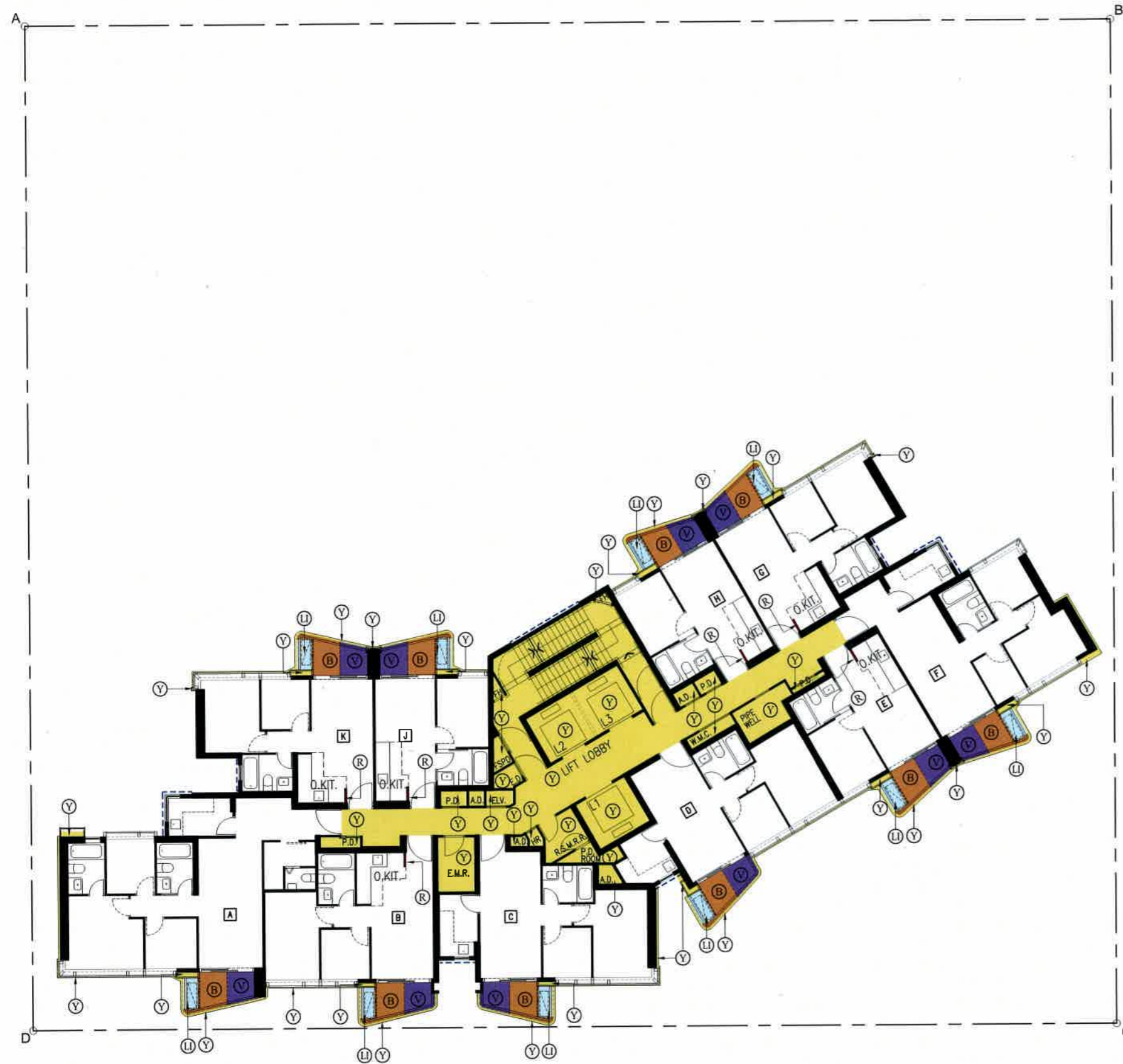


- LEGEND :
- Y RESIDENTIAL COMMON AREAS AND FACILITIES
 - B BALCONY
 - V UTILITY PLATFORM
 - LI AIR-CONDITIONER PLATFORM
 - R FRR WALL
 - NON-STRUCTURAL PRE-FABRICATED EXTERNAL WALL (DOTTED INDIGO LINE)
 - LOT BOUNDARY



TYPICAL FLOOR PLAN (LOW ZONE)
 (5/F - 20/F TOTAL 14 STOREYS)
 (FLOOR NUMBERING WITHOUT 13/F & 14/F)

Rev. Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - TYPICAL FLOOR PLAN (LOW ZONE)	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI		 B.A. (A.S.) MARCH HKIA Registered Architect (HK) Authorized Person (Architect)	 <small>15/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon. T: 852 2574 1538 F: 852 2574 4998 E: lkw@lwk.com 萊寶羅建築師(香港)事務所有限公司 九龍尖沙咀海濱城環球金融中心北座15樓</small>			
<small> • This drawing and the contents herein are the copyright of LWK & Partners (HK) Ltd. • No part of the drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK & Partners (HK) Ltd. • Do not take measurements directly from this drawing. • Check and verify all dimensions on site. • Read this drawing in conjunction with the specifications and all other related drawings. • Notify the Architect immediately of any discrepancy found herein. </small>				B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved	Drawing No. DMC - 006	Revision No.	Scale 1:200 (A3)	Date JAN 2024



- LEGEND :**
- Y RESIDENTIAL COMMON AREAS AND FACILITIES
 - B BALCONY
 - V UTILITY PLATFORM
 - LI AIR-CONDITIONER PLATFORM
 - R FRR WALL
 - NON-STRUCTURAL PRE-FABRICATED EXTERNAL WALL (DOTTED INDIGO LINE)
 - - - LOT BOUNDARY

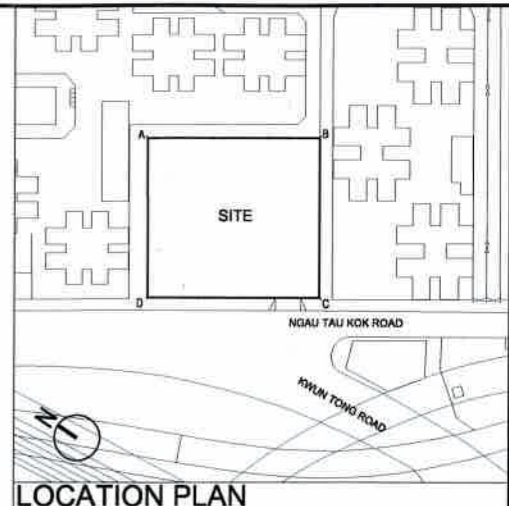
TYPICAL FLOOR PLAN (HIGH ZONE)

(21/F - 36/F TOTAL 14 STOREYS)
(FLOOR NUMBERING WITHOUT 24/F & 34/F)

Rev. Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - TYPICAL FLOOR PLAN (HIGH ZONE)	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI 							
This drawing and the contents herein are the copyright of LWK & Partners (HK) Ltd. No part of the drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK & Partners (HK) Ltd. Do not take measurements directly from this drawing. Check and verify all dimensions on site. Read this drawing in conjunction with the specifications and all other related drawings. Notify the Architect immediately of any discrepancy found herein.			B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved	Drawing No. DMC - 007	Revision No.	Scale 1:200 (A3)	Date JAN 2024	B.A. (A.S.) MARCH HKIA Registered Architect (HK) Authorized Person (Architect)	
LWK + PARTNERS <small>15/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon. T: 852-2574 1633 F: 852-2572 4908 E: lwk@lwk.com 香港新地中心 (香港) 華務有限公司 九龍尖沙咀海邊道環球金融中心北座15樓</small>														




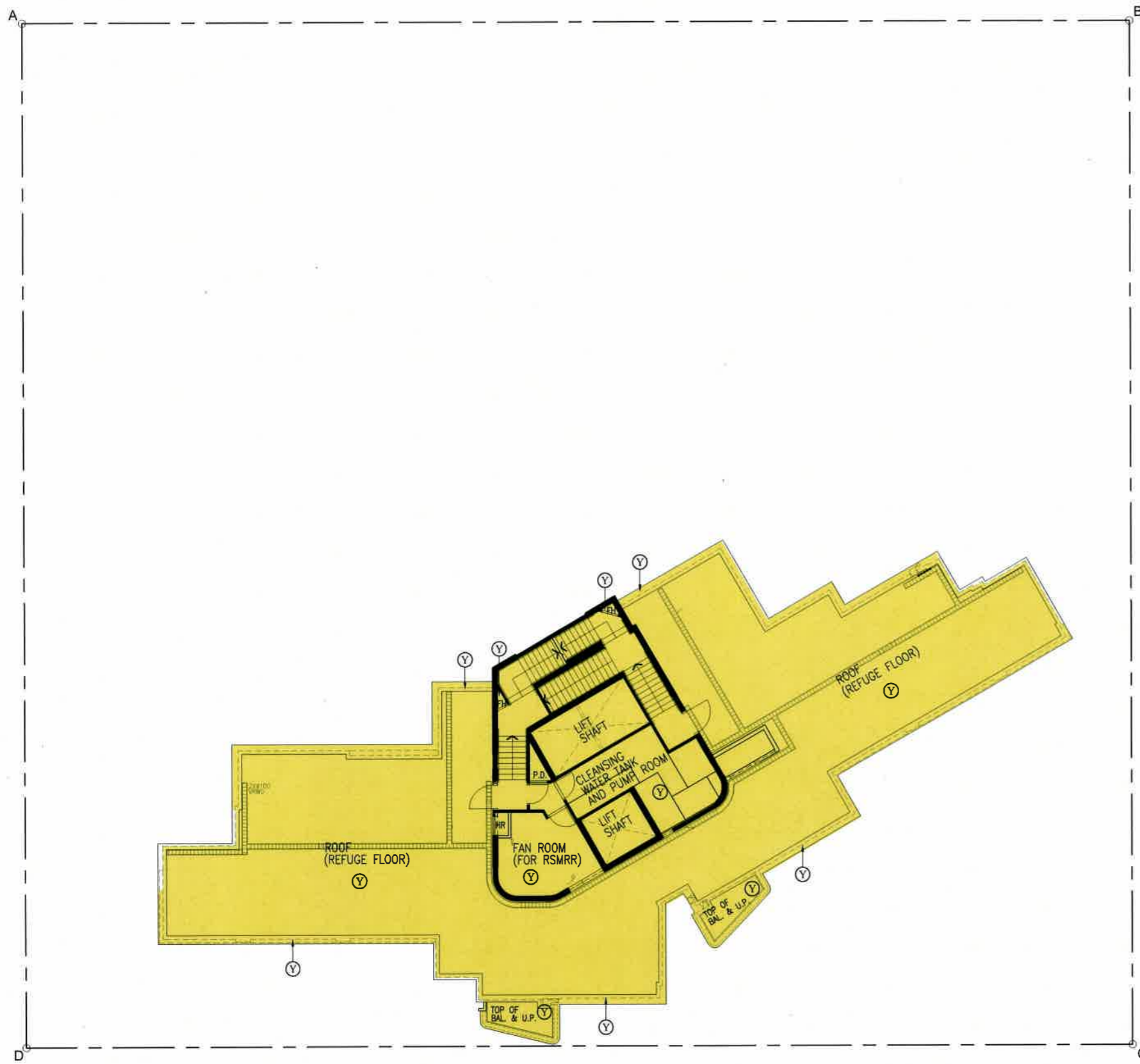
37TH FLOOR PLAN



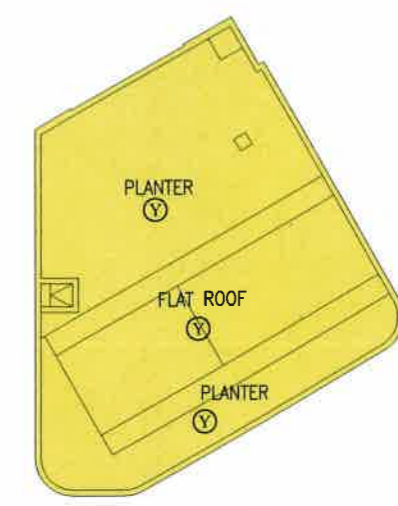
LEGEND :

- Y RESIDENTIAL COMMON AREAS AND FACILITIES
- B BALCONY
- V UTILITY PLATFORM
- LI AIR-CONDITIONER PLATFORM
- NON-STRUCTURAL PRE-FABRICATED EXTERNAL WALL (DOTTED INDIGO LINE)
- LOT BOUNDARY

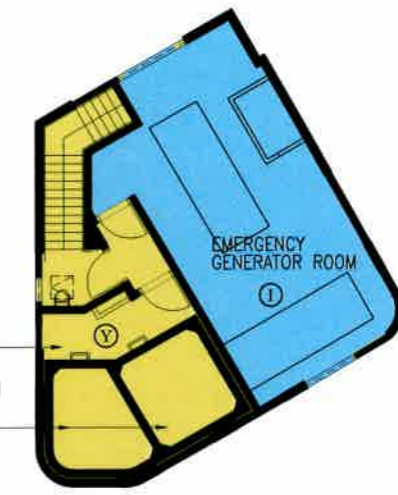
Rev. Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - 37TH FLOOR PLAN	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI							
<small>- This drawing and the contents herein are the copyright of LWK + Partners (HK) Ltd. - No part of the drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK + Partners (HK) Ltd. - Do not take measurements directly from this drawing. - Check and verify all dimensions on site. - Read this drawing in conjunction with the specifications and all other related drawings. - Notify the Architect immediately of any discrepancy found herein.</small>			B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved	Drawing No. DMC - 008	Revision No.	Scale 1:200 (A3)	Date JAN 2024	 B.A. (A.S.) M.ARCH HKIA Registered Architect (HK) Authorized Person (Architect)	LWK + PARTNERS <small>15/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon. T: 852-2574 1883 F: 852-2572 8908 E: lkw@lwk.com 灣仔區 德輔道中 (香港) 華豐中心 15 樓 九龍尖沙咀彌敦道 418 號 匯豐中心北座 15 樓</small>



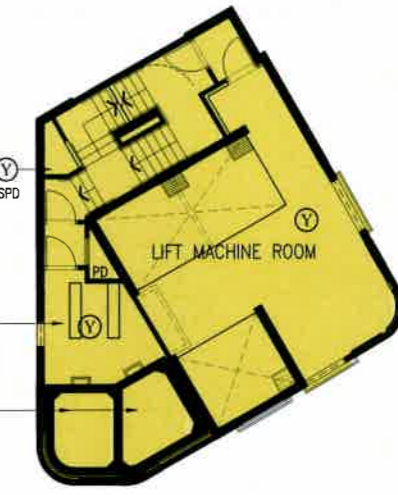
MAIN ROOF PLAN



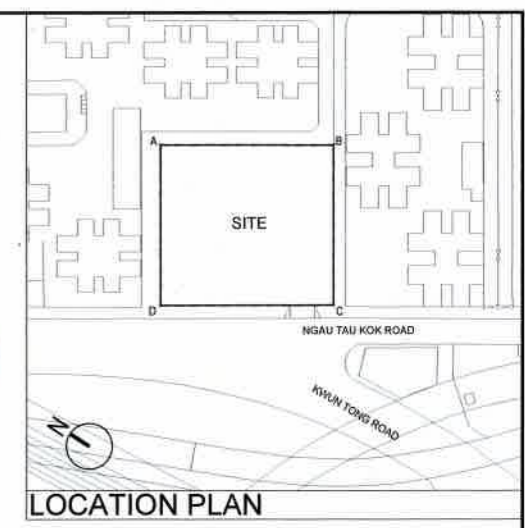
TOP FLOOR PLAN - LEVEL 130.75



EMERGENCY GENERATOR FLOOR PLAN - LEVEL 126.40



LIFT MACHINE ROOM FLOOR PLAN - LEVEL 122.80

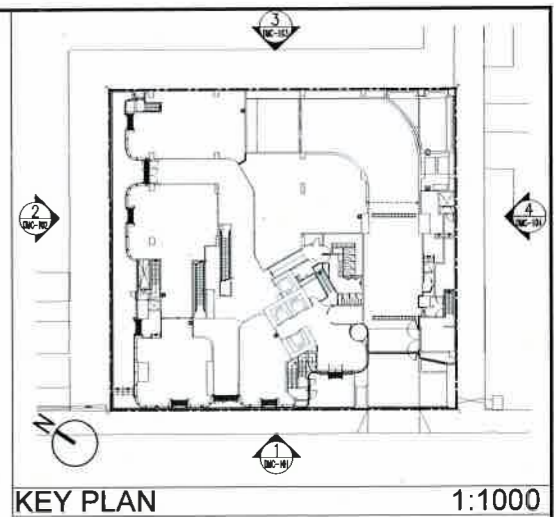


LOCATION PLAN

LEGEND :

- Y RESIDENTIAL COMMON AREAS AND FACILITIES
- I DEVELOPMENT COMMON AREAS AND FACILITIES
- LOT BOUNDARY

Rev. Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - MAIN ROOF PLAN & TOP ROOF PLAN	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI B.A. (A.S.) MARCH HKIA Registered Architect (HK) Authorized Person (Architect)	LWK + PARTNERS <small>15/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon T: 852 2574 1133 F: 852 2574 4558 E: lwk@lwk.com.hk 新加坡 萊佛士 建築師 (香港) 事務所 有限公司 九龍尖沙咀海濱城環球金融中心北座15樓</small>				
* This drawing and the contents herein are the copyright of LWK & Partners (HK) Ltd. * No part of this drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK & Partners (HK) Ltd. * Do not take measurements directly from this drawing. * Check and verify all dimensions on site. * Read this drawing in conjunction with the specifications and all other related drawings. * Notify the Architect immediately of any discrepancy found herein.			B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved	Drawing No. DMC - 009	Revision No.	Scale 1:200 (A3)	Date JAN 2024



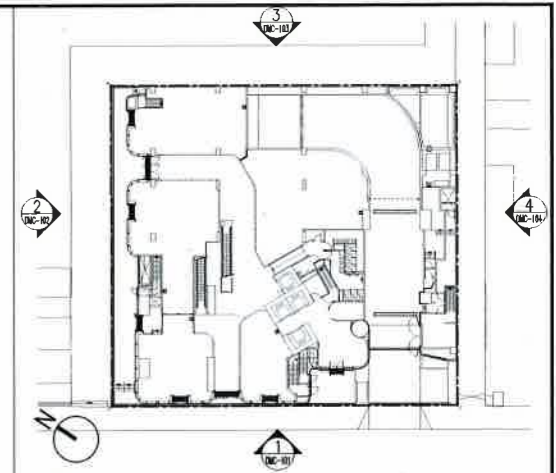
LEGEND :

- P COMMERCIAL ACCOMMODATION
- O SIGNAGE SPACE 1
- Y RESIDENTIAL COMMON AREAS AND FACILITIES
- Y RESIDENTIAL RECREATIONAL AREAS AND FACILITIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- I DEVELOPMENT COMMON AREAS AND FACILITIES
- LOT BOUNDARY



ELEVATION PLAN (ELEVATION 1)

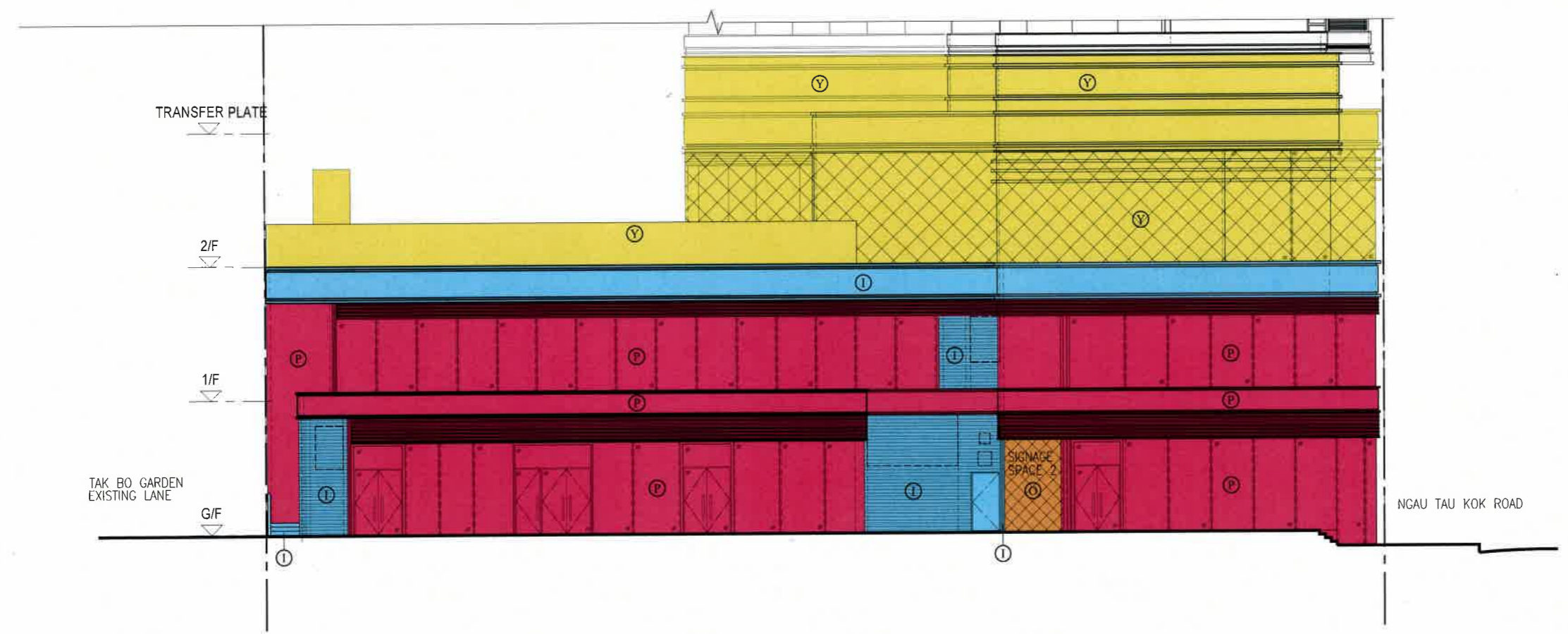
Rev. Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - ELEVATION PLAN (ELEVATION 1)	<p>I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI</p> <p>B.A. (A.S.) MARCH HKIA Registered Architect (HK) Authorized Person (Architect)</p>							
			<small>This drawing and the contents herein are the copyright of LWK & Partners (HK) Ltd. No part of the drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK & Partners (HK) Ltd. Do not take measurements directly from this drawing. Check and verify all dimensions on site. Read this drawing in conjunction with the specifications and all other related drawings. Notify the Architect immediately of any discrepancy found herein.</small>	B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved	Drawing No. DMC - 101	Revision No.	Scale 1:200 (A3)	Date JAN 2024	<p>LWK + PARTNERS</p> <small>15/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon T: 852-2574 1633 F: 852-2572 4908 E: lwk@lwk.com 香港聯合建築師公會(香港) 註冊有限公司 九龍尖沙咀海濱道33號環球金融中心北座15樓</small>



KEY PLAN 1:1000

LEGEND :

- P COMMERCIAL ACCOMMODATION
- Y RESIDENTIAL COMMON AREAS AND FACILITIES
- Y RESIDENTIAL RECREATIONAL AREAS AND FACILITIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- I DEVELOPMENT COMMON AREAS AND FACILITIES
- LOT BOUNDARY

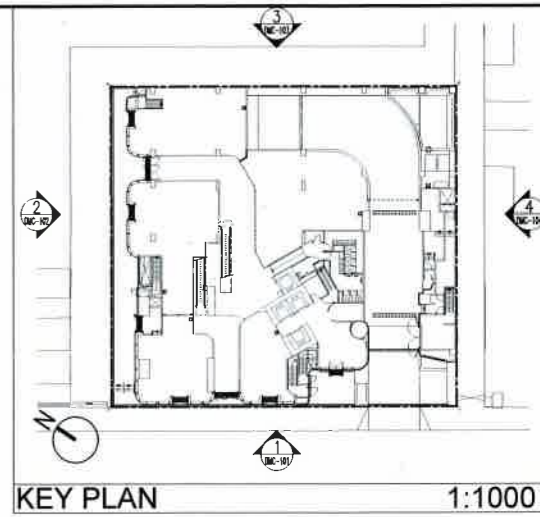


ELEVATION PLAN (ELEVATION 2)

Rev. Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - ELEVATION PLAN (ELEVATION 2)	<p>I HEREBY CERTIFY THE ACCURACY OF THIS PLAN</p> <p>NG KWOK FAI</p> <p>B.A. (A.S.) MARCH HKIA Registered Architect (HK) Authorized Person (Architect)</p>					
<p>- This drawing and the contents herein are the copyright of LWK & Partners (HK) Ltd. - No part of the drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK & Partners (HK) Ltd. - Do not take measurements directly from this drawing. - Check and verify all dimensions on site. - Read this drawing in conjunction with the specifications and all other related drawings. - Notify the Architect immediately of any discrepancy found herein.</p>			B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved	Drawing No. DMC - 102	Revision No.	Scale 1:200 (A3)	Date JAN 2024

LWK + PARTNERS

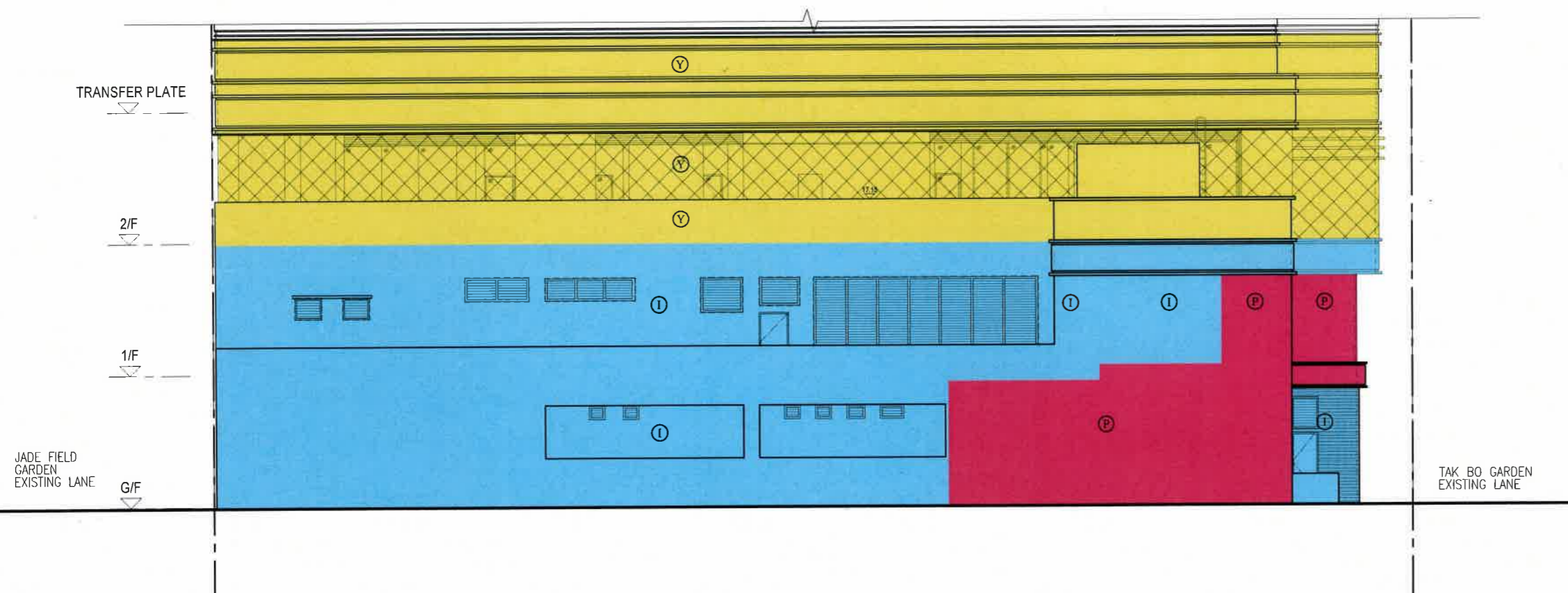
15/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon.
T: 852-2574 1633 F: 852-2572 4908 E: wk@lwk.com
香港新界新界(香港)聯合有限公司
九龍尖沙咀海濱城環球金融中心北座15樓



KEY PLAN 1:1000

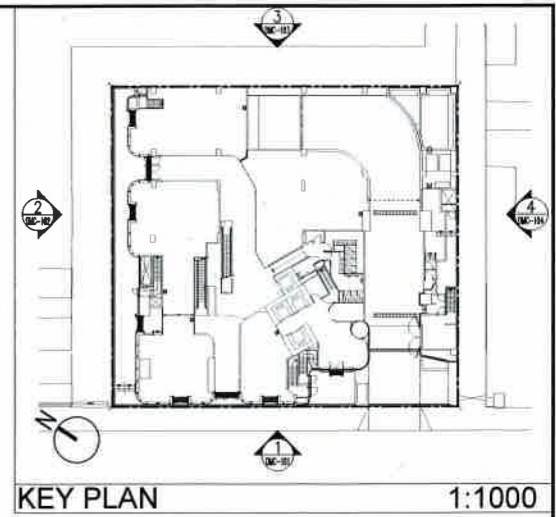
LEGEND :

- P COMMERCIAL ACCOMMODATION
- Y RESIDENTIAL COMMON AREAS AND FACILITIES
- Y RESIDENTIAL RECREATIONAL AREAS AND FACILITIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- I DEVELOPMENT COMMON AREAS AND FACILITIES
- LOT BOUNDARY






ELEVATION PLAN (ELEVATION 3)

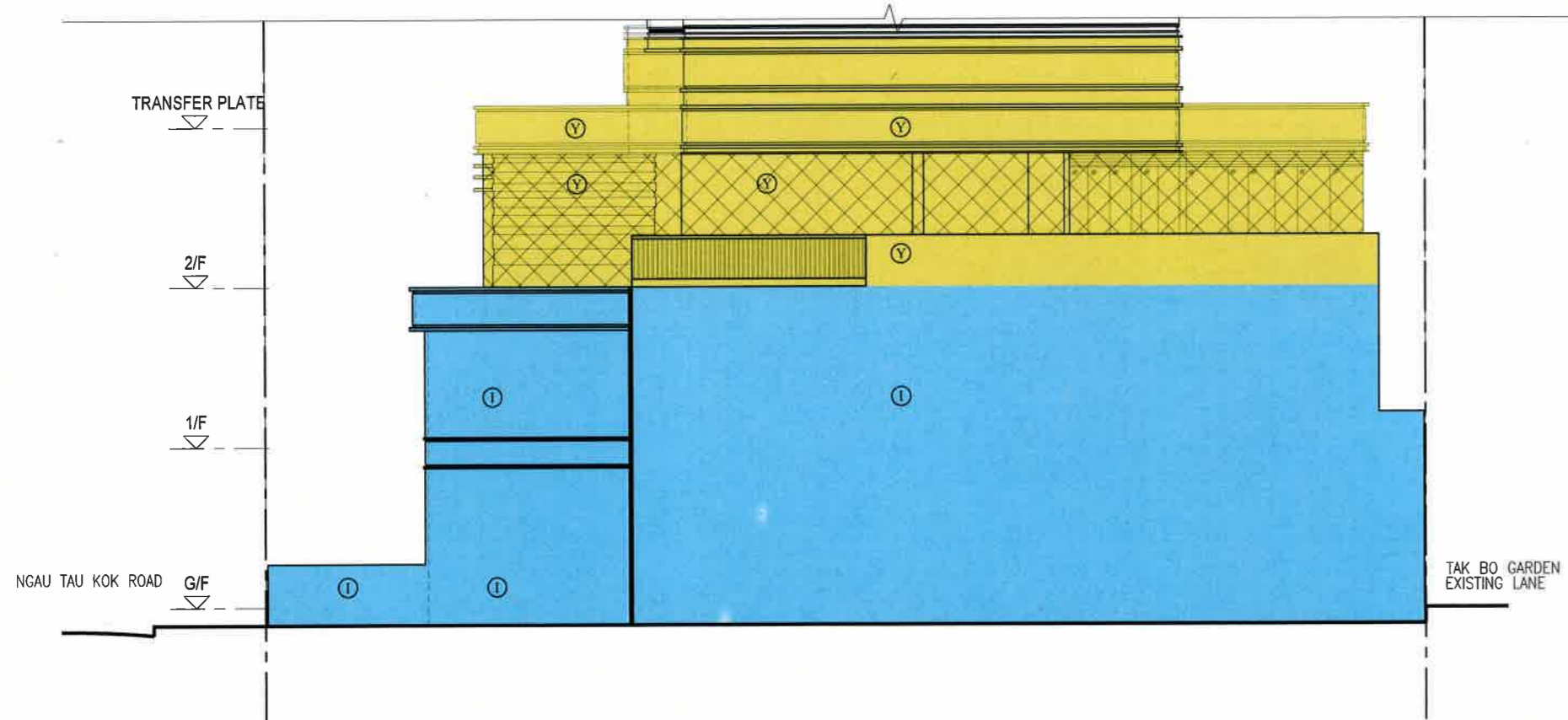
Rev.	Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - ELEVATION PLAN (ELEVATION 3)	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI							
<small> * This drawing and the contents herein are the copyright of LWK & Partners (HK) Ltd. * No part of the drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK & Partners (HK) Ltd. * Do not take measurements directly from this drawing. * Check and verify all dimensions on site. * Read this drawing in conjunction with the specifications and all other related drawings. * Notify the Architect immediately if any discrepancy found herein. </small>				B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved	Drawing No. DMC - 103	Revision No.	Scale 1:200 (A3)	Date JAN 2024	 B.A. (A.S.) MARCH HKIA Registered Architect (HK) Authorized Person (Architect)	LWK +PARTNERS <small> 15/F, North Tower, World Finance Centre Harbour City, Tsim Sha Tsui, Kowloon. T: 852-2574-1833 F: 852-2574-4958 E: hq@lwk.com 香港灣仔區皇后大道中15樓 九龍尖沙咀海濱城環球金融中心北座15樓 </small>



KEY PLAN 1:1000

LEGEND :

-  RESIDENTIAL COMMON AREAS AND FACILITIES
-  RESIDENTIAL RECREATIONAL AREAS AND FACILITIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
-  DEVELOPMENT COMMON AREAS AND FACILITIES
- LOT BOUNDARY



ELEVATION PLAN (ELEVATION 4)

Rev.	Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - ELEVATION PLAN (ELEVATION 4)	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI			 B.A. (A.S.) MARCH HKIA Registered Architect (HK) Authorized Person (Architect)	 <small>15/F, North Town, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon. T: 852-2574 6333 F: 852-2574 4999 E: lwk@lwk.com 新加坡坡嘉新(香港)建築師有限公司 九龍尖沙咀海濱城環球金融中心北樓15樓</small>
							Drawing No. DMC - 104	Revision No.	Scale 1:200 (A3)	Date JAN 2024		
<small>- This drawing and the contents herein are the copyright of LWK & Partners (HK) Ltd - No part of this drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK & Partners (HK) Ltd. - Do not take measurements directly from this drawing. - Check and verify all dimensions on site. - Read this drawing in conjunction with the specifications and all other related drawings. - Notify the Architect immediately of any discrepancy found herein.</small>				B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved			



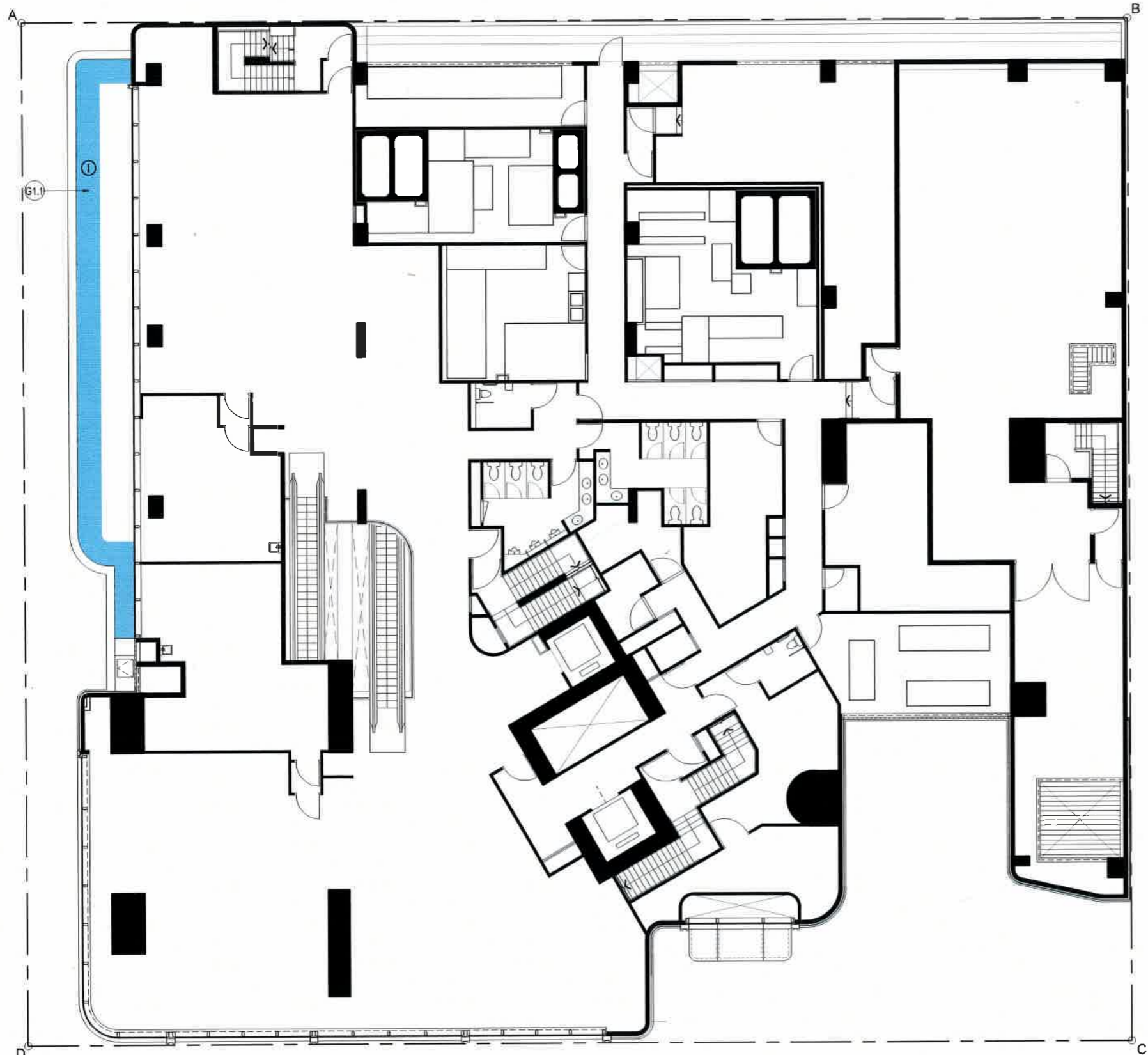
LEGEND :

- I GREENERY AREA
(DEVELOPMENT COMMON AREAS AND FACILITIES)
(INDIGO STIPPLED BLACK)
- ← COMMON ACCESS TO THE GREENERY AREA
- - - LOT BOUNDARY




G0.1 = 3,533 s.m.
 G0.2 = 4,305 s.m.
 TOTAL (G/F) = 7,838 s.m.

GREENERY AREA PLAN – GROUND FLOOR PLAN

Rev. Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - GREENERY AREA	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI 							
<small>This drawing and the contents herein are the copyright of LWK & Partners (HK) Ltd. No part of the drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK & Partners (HK) Ltd. Do not take measurements directly from this drawing. Check and verify all dimensions on site. Read this drawing in conjunction with the specifications and all other related drawings. Notify the Architect immediately of any discrepancy found herein.</small>			B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved	Drawing No. DMC - G01	Revision No.	Scale 1:200 (A3)	Date JAN 2024	B.A. (A.S.) MARCH HKIA Registered Architect (HK) Authorized Person (Architect)	LWK +PARTNERS <small>15/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon. T: 852-2574 1633 F: 852-2572 4908 E: lwp@lwp.com 九龍尖沙咀海濱道環球金融中心北座15樓</small>



LEGEND :

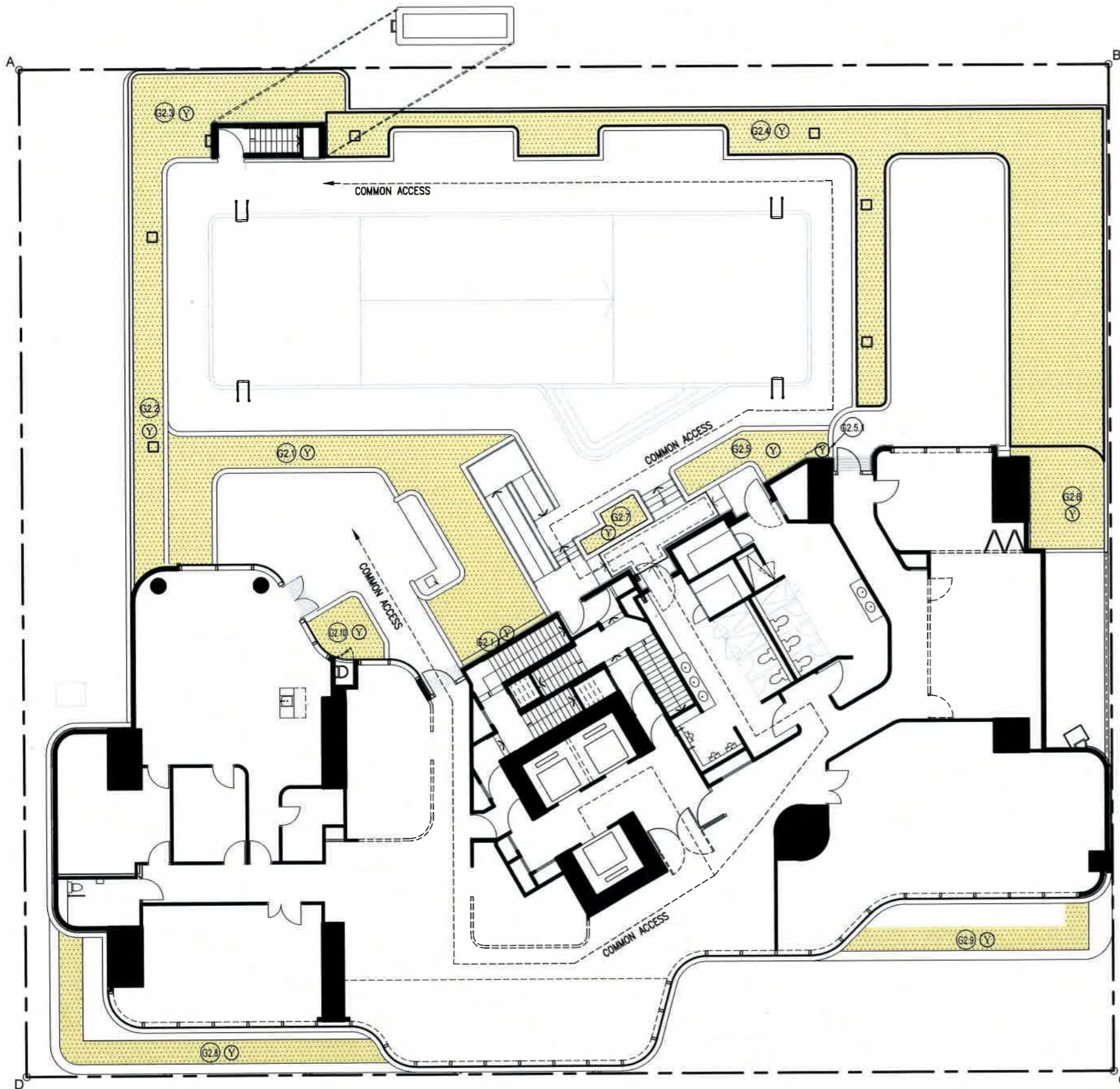
-  GREENERY AREA (DEVELOPMENT COMMON AREAS AND FACILITIES) (INDIGO STIPPLED BLACK)
-  COMMON ACCESS TO THE GREENERY AREA
-  LOT BOUNDARY

G1.1 = 25.488 s.m.




TOTAL (1/F) = 25.488 s.m.

GREENERY AREA PLAN – 1ST FLOOR PLAN

Rev. Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - GREENERY AREA	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI 				LWK +PARTNERS <small>15/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon. T: 852-2574 1533 F: 852-2572 4908 E: lwk@lwk.com 樂賢閣樓上 (香港) 事務所有限公司 九龍尖沙咀海濱城環球金融中心北座15樓</small>
							Drawing No. DMC - G02	Revision No.	Scale 1:200 (A3)	Date JAN 2024	
<small>- This drawing and the contents herein are the copyright of LWK & Partners (HK) Ltd. - No part of this drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK & Partners (HK) Ltd. - Do not take measurements directly from this drawing. - Check and verify all dimensions on site. - Read this drawing in conjunction with the specifications and all other related drawings. - Notify the Architect immediately of any discrepancy found herein.</small>			B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved			



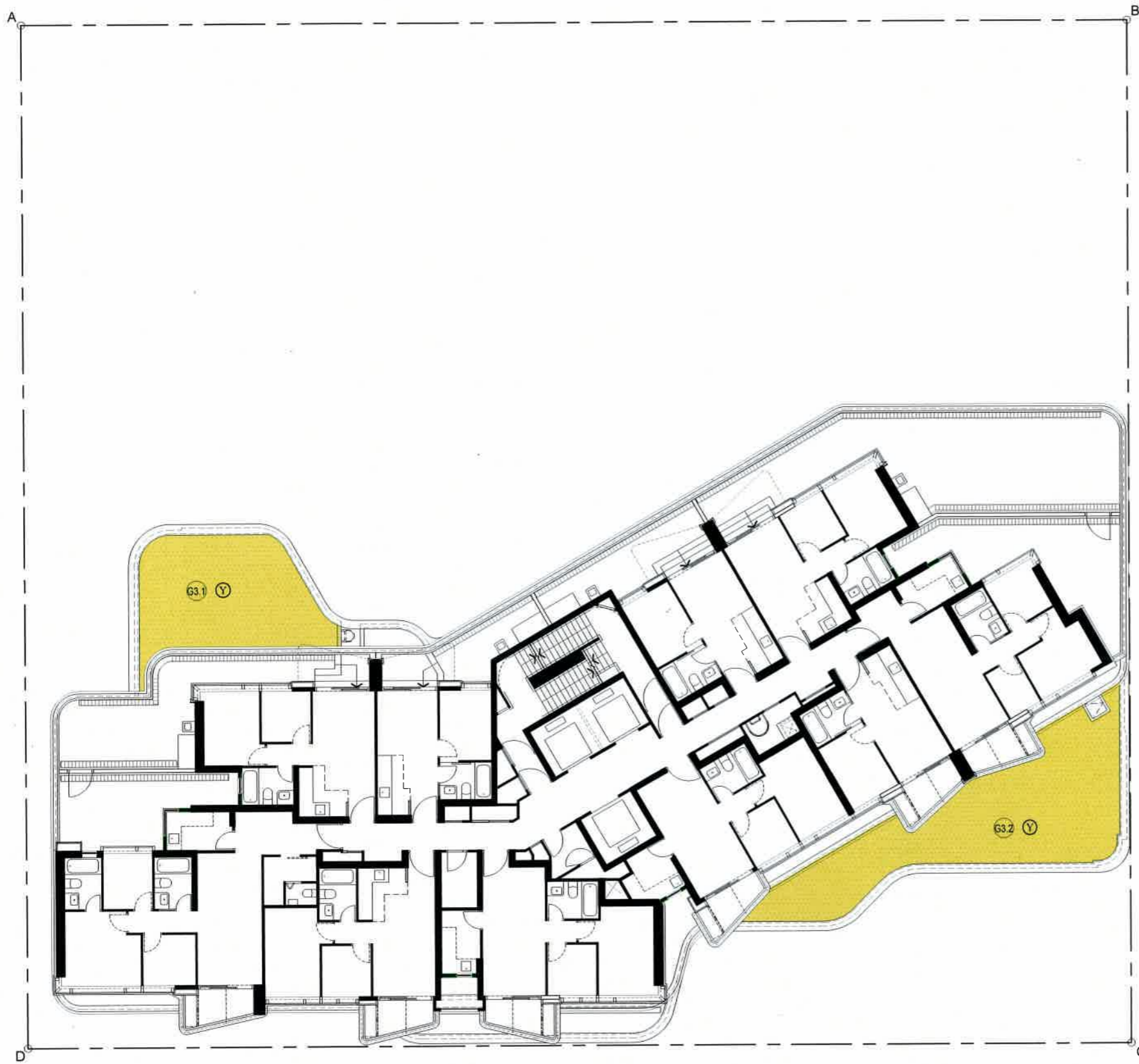
LEGEND :

-  GREENERY AREA (RESIDENTIAL COMMON AREAS AND FACILITIES) (YELLOW STIPPLED BLACK)
-  COMMON ACCESS TO THE GREENERY AREA
-  LOT BOUNDARY

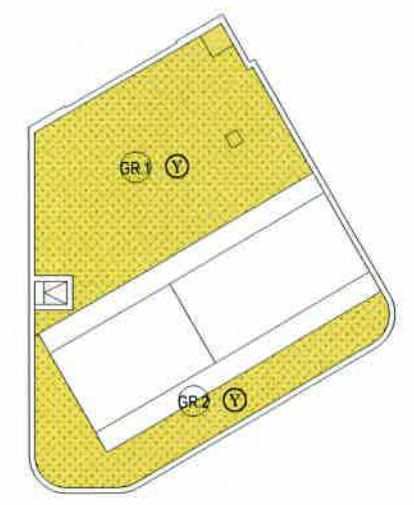
G2.1 =	47.568 s.m.
G2.1.1 =	0.754 s.m.
G2.2 =	21.741 s.m.
G2.3 =	22.535 s.m.
G2.4 =	108.439 s.m.
G2.5 =	8.560 s.m.
G2.5.1 =	0.183 s.m.
G2.6 =	13.557 s.m.
G2.7 =	2.811 s.m.
G2.8 =	17.714 s.m.
G2.9 =	10.871 s.m.
G2.10 =	5.638 s.m.
TOTAL (2/F) =	260.371 s.m.

GREENERY AREA PLAN – 2ND FLOOR PLAN

Rev.	Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - GREENERY AREA	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI 				LWK +PARTNERS <small>15/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon T: 852-2714 1888 F: 852-2771 0888 E: lwk@lwk.com 灣仔區國際中心(香港)華聯有限公司 九龍尖沙咀海濱城匯豐中心北座15樓</small>
								B.A. (A.S.) MARCH HKIA Registered Architect (HK) Authorized Person (Architect)	Drawing No. DMC - G03	Revision No.	Scale 1:200 (A3)	
<small>- This drawing and the contents herein are the copyright of LWK & Partners (HK) Ltd. - No part of the drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK & Partners (HK) Ltd. - Do not take measurements directly from this drawing. - Check and verify all dimensions on site. - Read this drawing in conjunction with the specifications and all other related drawings. - Notify the Architect immediately of any discrepancy found herein.</small>				B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved			






GREENERY AREA PLAN – 3RD FLOOR PLAN



GREENERY AREA PLAN
– TOP ROOF PLAN

LEGEND :


-  GREENERY AREA (RESIDENTIAL COMMON AREAS AND FACILITIES) (YELLOW STIPPLED BLACK)
-  COMMON ACCESS TO THE GREENERY AREA
-  LOT BOUNDARY

G3.1 = 32.905 s.m.
G3.2 = 51.856 s.m.

TOTAL (3/F) = 84.761 s.m.

GR.1 = 31.663 s.m.
GR.2 = 13.690 s.m.

TOTAL (R/F) = 45.353 s.m.

Rev. Date	Amendment	Purpose	Client TOTAL SELECT LIMITED	Project PROPOSED COMPOSITE RE-DEVELOPMENT AT NGAU TAU KOK ROAD, KOWLOON NEW KOWLOON INLAND LOT NO.1744	Job No. 01412	Drawing Title DMC - GREENERY AREA	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI				 B.A. (A.S.) MARCH Registered Architect (HK) Authorized Person (Architect)	LWK +PARTNERS <small>15/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon. T: 852-2574 1833 F: 852-2571 4908 E: lkw@lwk.com 樂業新發展部 (香港) 事務有限公司 九龍尖沙咀海濱城匯豐中心北座15樓</small>
							Drawing No. DMC - G04	Revision No.	Scale 1:200 (A3)	Date JAN 2024		
<small>- This drawing and the contents herein are the copyright of LWK & Partners (HK) Ltd. - No part of the drawing and the design contained herein may be reproduced without the prior written consent of a director of LWK & Partners (HK) Ltd. - Do not take measurements directly from this drawing. - Check and verify all dimensions on site. - Read this drawing in conjunction with the specifications and all other related drawings. - Notify the Architect immediately of any discrepancy found herein.</small>			B.D. Ref.	F.S.D. Ref.	CAD Ref.	Drawn	Checked	Approved				