

THIS DEED made the _____ day of _____ Two Thousand
and _____

BETWEEN:

- (1) WEALTH START DEVELOPMENT LIMITED (韻達發展有限公司) whose registered office is situate at 20th Floor, Hong Kong Club Building, 3A Chater Road, Central, Hong Kong (hereinafter called "the Registered Owner" which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) TAI CHEUNG MANAGEMENT COMPANY LIMITED (大昌物業管理有限公司) whose registered office is situate at 20th Floor, Hong Kong Club Building, 3A Chater Road, Central, Hong Kong (hereinafter called "the DMC Manager") of the second part;
- (3) [_____]
(hereinafter called "the Covenanting Owner" which expression shall where the context so admits include his executors, administrators and assigns and in the case of a corporation its successors and assigns) of the third part; and

WHEREAS :

- (1) Immediately prior to the assignment to the Covenanting Owner of the premises hereinafter referred to, the Registered Owner was in exclusive possession of ALL THAT piece or parcel of ground registered in the Land Registry as AP LEI CHAU INLAND LOT NO.137 (hereinafter referred to as "the Land") HELD from the Government hereinafter defined for the residue of the term of years and upon such terms and conditions as are set out in the First Schedule hereto.
- (2) The Registered Owner has erected on the Land the Development as hereinafter defined and has, at the time of execution of this Deed, obtained the Occupation Permit from the Building Authority.
- (3) For the purpose of sale, the Land and the Development have been notionally divided into [83,039] equal undivided parts or shares which are more particularly set out in the Second Schedule hereto.
- (4) For the purpose of fixing and determining the amount to be contributed by each Owner to the management expenses of the Development, Management Shares shall be allocated to the part or parts of the Development in the manner as are more particularly provided in the Third Schedule hereto.
- (5) By an Assignment bearing even date herewith and made between the Registered Owner of the one part and the Covenanting Owner of the other part, the Registered Owner assigned unto the Covenanting Owner All Those [*] equal undivided [83,039th]parts or shares of and in the Land and the Development Together with the full and exclusive right and privilege to hold use occupy and enjoy All That [*] of the Development.

(6) The parties hereto have agreed to enter into this Deed to provide for the proper management, operation, servicing, maintenance, repair, decoration, renovation, improvement and insurance of the Land and the Development and for the purposes of defining and regulating the rights interests and obligations of the Owners in respect thereof and to provide for apportionment of the expenses of such management, maintenance, repair, renovation, insurance and service to be borne by the Owners.

(7) The Director of Lands has given his approval to the terms of this Deed.

NOW THIS DEED WITNESSETH as follows:

SECTION I

DEFINITIONS

In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits:

- "Adjoining Lot" All that piece or parcel of land now known and registered in the Land Registry as the Remaining Portion of Ap Lei Chau Inland Lot No.133.
- "Authorized Person" Mr. HO Chung Yi Henry of Ho & Partners Architects Engineers & Development Consultants Limited, and this expression shall include his predecessor authorized person appointed by the Registered Owner and any other authorized person who is appointed under Section 4(1)(a) or (2) of the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) as a co-ordinator of building works for the Development.
- "Car Park Common Areas" All those areas or parts of the B4 Floor, B3 Floor, B2 Floor, B1 Floor, Ground Floor and Upper Ground Floor of the Development constructed in accordance with the car park layout plan approved by and deposited with the Director of Lands in accordance with Special Condition No.(26) of the Government Grant intended for the common use and benefit of the Owners and occupiers of Car Parking Spaces, Visitors' Parking Spaces and Loading and Unloading Spaces, and which include, without limiting the generality of the foregoing, the landings, the driveways (excluding that forming part of the Development Common Areas), protected lobby, maneuvering and circulation areas, entrances, exits, ramps, staircases, circulation passages, corridors, car lifts, car lift lift pits, hydraulic lift room 1, hydraulic lift room 2, fan room 1 and fan room 2, lift shafts, wall(s) or pole(s) (as the case may be) on which the EV Amenities are mounted or installed, but shall exclude those forming parts of the Development Common Areas and Residential Common Areas or designated by the Registered Owner to be Car Park Common Areas in accordance with the provisions of this Deed. For the purpose of identification, the Car Park Common Areas are shown coloured violet on the plans certified

as to their accuracy by the Authorized Person and annexed hereto.

"Car Park Common Facilities"	All those installations and facilities in the Car Park Common Areas used in common by or installed for or intended for the common benefit of the Owners and occupiers of the Car Parking Spaces, Visitors' Parking Spaces and Loading and Unloading Spaces, and not for the exclusive use or benefit of any individual Owner of the Car Parking Spaces or the Development as a whole and, without limiting the generality of the foregoing, including drains, manhole, channels, water mains, water tanks, sewers, gutters, cables, pipes, wires, fire-fighting or security equipment and facilities, pumps, switches, meters, lights, ventilation air duct and other apparatus equipment and facilities.
"Car Parking Space"	A Residential Parking Space or a Motor Cycle Parking Space.
"Chairman"	The chairman of the Owners' Committee appointed in accordance with the provisions of this Deed from time to time.
"Club House"	Such part of the Development for recreational purposes together with all facilities, equipment and installations therein for the common use and enjoyment of the residents for the time being of the Development and their bona fide visitors including but not limited to the outdoor swimming pool, jacuzzi, female changing room, male changing room, multi-function rooms, sitting area, landscaped area, outdoor children play area, open terrace, gymnasium, indoor sport facilities rooms, lavatories and planters, as for identification purpose shown coloured yellow on the 1 st Floor Clubhouse Plan and the 2 nd Floor Clubhouse Plan certified as to their accuracy by the Authorized Person and annexed hereto.
"Common Areas"	All of the Development Common Areas, Residential Common Areas and Car Park Common Areas.
"Common Facilities"	All of the Development Common Facilities, Residential Common Facilities and Car Park Common Facilities.
"Development"	The whole of the development erected or to be erected on the Land in accordance with the Government Grant and the Plans and now known as "[*]".
"Development Common Areas"	All those areas or parts of the Land and the Development intended for the common use and benefit of the Owners and occupiers of the Units and is not otherwise specifically assigned or for the exclusive use of an Owner and which include, without limiting the generality of the foregoing, Loading and Unloading Spaces, turning table, Owner's Corporation Office, caretaker's office, caretaker's quarter, driveway (excluding that forming part of the Car Park Common Areas), refuse storage and material recovery room at G/F, drencher/sprinkler control room, planters, maintenance staircases,

maintenance corridors, Fireman’s Lift Lobbies, lift pits, telecommunications and broadcasting room, water tank, potable water pump and tank room, water meter cabinet, flushing water pump and tank room, emergency generator room, fire service pump room, fire service water meter cabinet, hose reel, sprinkler pump and tank room, drencher upfeed pump room, main switch room, high voltage switch compartment, HEC stair, transformer compartment, HK Electric cable riser room, drencher pump room, drencher water tank, check meter cabinet, pipe duct, shuttle lift lobby, the Greenery Areas (in so far as they do not form part of the Residential Common Areas and Residential Common Facilities), the Slope Structures, roads, footpaths, walkways, passageways, entrances, ramps, emergency vehicle access, stairs, staircases, structural walls and columns, floor slabs, beams and columns, external walls of the Development including:

- (1) enclosing walls of the Development Common Areas (but in the case of such enclosing walls adjoining any Unit(s), excluding the plaster and covering of the internal surface of such enclosing walls within the relevant Unit(s)); and
- (2) architectural fins and features thereon;

or designated by the Registered Owner to be Development Common Areas in accordance with the provisions of this Deed and such areas within the meaning of “common parts” as defined in Section 2 of the Ordinance but shall exclude the Car Park Common Areas and the Residential Common Areas. For the purpose of identification, the Development Common Areas are shown coloured green, green triangle hatched black and (insofar as applicable) green dotted lines on the plans certified as to their accuracy by the Authorized Person and annexed hereto.

“Development
Common
Facilities”

All those installations and facilities in the Development Common Areas used in common by or installed for or intended for the common benefit of the Owners and occupiers of the Units of the Development as part of the amenities thereof and not for the exclusive benefit of any individual Owner of the Unit and, without limiting the generality of the foregoing, including fence walls, drains, manhole, channels, water mains, sewers, gutters, cables, cable accommodations (including, without limitation, cable troughs, draw-pits and cable ducts), lifts, pipes, wires, fire-fighting or security equipment and facilities, pumps, switches, meters, lights, refuse disposal equipment and facilities, telecommunications network facilities, lightning rods and other apparatus equipment and facilities.

"EV Amenities”

Individual electric sockets and associated equipment belonging to each and every of the individual Residential Parking Spaces or individual Motor Cycle Parking Spaces or individual Visitors’ Parking Spaces, as the case may be.

"Encroaching

Such sections of an existing U-channel and the associated catchpits

Structures”	within the Land serving the Adjoining Lot encroaching onto portions of the Land or such other structures as the Director of Lands may decide as referred to in Special Condition No.(2)(a) of the Government Grant.
"Government"	The Government of Hong Kong.
"Government Grant"	The Agreement and Conditions of Sale of the Land more particularly described in the First Schedule hereto as modified by any subsequent variations or modifications thereof (if any) as approved by the Director of Lands.
"Greenery Areas"	The greenery areas including greenery which shall not be used for any purpose other than those permitted under Special Condition No.(8)(c) of the Government Grant without the prior consent of the Building Authority and are for the purpose of identification shown coloured yellow stippled black, green triangle hatched black and green dotted lines on the plans certified as to their accuracy by the Authorized Person and annexed hereto.
"Green and Innovative Features"	All those green and innovative features which are exempted from the calculation of gross floor area or site coverage or both of the Development by the Building Authority and the Director of Lands which include (without limiting the generality of the foregoing) balconies, utility platforms, covered areas underneath the utility platforms, wider common corridors and lift lobbies and Sky Garden. Where possible and for the purpose of identification, the locations of the balconies are shown hatched black and marked “BAL.” on the plans, the utility platforms are shown dashed black and marked “UP” on the plans, the covered areas underneath the utility platforms are shown in blue dotted lines on the plans, the wider common corridors and lift lobbies are shown black cross with red dotted lines on the plans and the Sky Garden is shown coloured yellow on the 3 rd Floor Skygarden Plan, all certified as to their accuracy by the Authorized Person and annexed hereto.
"Hong Kong"	The Hong Kong Special Administrative Region of the People’s Republic of China.
"House Rules"	The rules which have been or may be made pursuant to this Deed for the Development from time to time.
"Loading and Unloading Spaces"	The spaces provided within the Development in accordance with Special Condition No.(21)(a) of the Government Grant for the loading and unloading of goods vehicles.
"maintain"	Operate, manage, service, repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, empty, amend, replace, renovate, improve and decorate or any of such of the foregoing as may be applicable in

the circumstances and are in the interest of good estate management.

"management"	All duties and obligations to be performed and observed by the Manager pursuant to the provisions of this Deed.
"Management Budget"	The annual budget prepared by the Manager in accordance with Subsection D of Section VI of this Deed.
"management expenditure"	All costs, expenses and charges reasonably and necessarily incurred or to be incurred for the management of the Land and the Development, including Manager's Remuneration.
"management fund"	All monies received, recovered or held by the Manager pursuant to this Deed except only the Manager's Remuneration and the Special Fund.
"Management Shares"	The shares allocated to the Units of the Development as set out in the Third Schedule hereto for the purpose of determining the due proportion of the management expenses payable by each Owner.
"Manager"	The DMC Manager or any other person who for the time being is, for the purposes of this Deed, managing the Land and the Development.
"Manager's Remuneration"	The remuneration payable to the Manager pursuant to the provisions of this Deed.
"Motor Cycle Parking Space"	The eight motor cycle parking spaces provided within the Development in accordance with Special Condition No.(20)(d)(i)(I) of the Government Grant, as for identification purpose shown and designated as "B1-M01" and "B1-M02" on the B1 Floor Plan, "B2-M01" and "B2-M02" on the B2 Floor Plan, "B3-M01" and "B3-M02" on the B3 Floor Plan and "B4-M01" and "B4-M02" on the B4 Floor Plan certified as to their accuracy by the Authorized Person and annexed hereto and each space shall be a space shown on the approved carpark layout plan under Special Condition No.(26) of the Government Grant.
"NIAR"	The Noise Impact Assessment Report approved by the Director of Lands on 17 May 2021 in accordance with Special Condition No.(36)(a) of the Government Grant and including any subsequent amendment(s) thereto.
"Non-Building Area"	The Pink Hatched Black Area and the Pink Hatched Black Stippled Black Area respectively referred to in Special Condition No.(9) of the Government Grant and is shown coloured pink hatched black and pink hatched black stippled black respectively on the plan annexed to the Government Grant.

"Non-enclosed Areas"	All those utility platforms and the covered areas underneath the utility platforms. Where possible and for the purpose of identification, the locations of the utility platforms are shown dashed black and marked "UP" on the plans and the covered areas underneath the utility platforms are shown in blue dotted lines on the plans certified as to their accuracy by the Authorized Person annexed hereto.
"Occupation Permit"	An Occupation Permit (including a temporary Occupation Permit) relating to the Development issued or to be issued by the Building Authority.
"Ordinance"	The Building Management Ordinance (Chapter 344 of the Laws of Hong Kong).
"Owner or Owners"	The person or persons who for the time being any undivided share is vested in and appear(s) from the records at the Land Registry to be the owner(s) of the undivided share(s) and every joint tenant or tenant in common of any undivided share and (where any undivided share has been assigned or charged by way of mortgage or charge) shall include both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such undivided share(s) Provided that (subject to the provisions of the mortgage or charge) the voting rights attached to such undivided share by the provisions of this Deed is exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such undivided share .
"Owners' Committee"	A committee of the Owners of the Development established under the provisions of this Deed.
"Owners' Corporation"	The corporation of the Owners incorporated under section 8 of the Ordinance.
"person"	A natural person, a legal person, a body corporate or unincorporated or other judicial person, partnership, firm, joint venture or trust.
"Plans"	The general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under Reference No.BD[2/2025/20] and includes any amendments thereto as approved by the Building Authority.
"Recreational Facilities"	All recreational facilities including, but not limited to the Club House, the Exempted Facilities which are referred to in Special Condition No.(11) of the Government Grant and other areas or facilities provided within the Development in accordance with Special Condition No.(11) of the Government Grant for use by the residents of the Residential Units and their bona fide visitors only and by no other person or persons for recreational purposes.

"Residential
Common Areas"

All those areas or parts of the Land and the Development intended for common use and benefit of the Owners and occupiers of the Residential Units and is not otherwise specifically assigned or for the exclusive use of an Owner of a Residential Unit and which, without limiting the generality of the foregoing, include enclosing walls of the Residential Common Areas (but in the case of such enclosing walls adjoining any Unit(s), excluding the plaster and covering of the internal surface of such enclosing walls within the relevant Unit(s)), the curtain wall structures of the Development (except (i) the openable parts of the curtain wall structures which form parts of the relevant Residential Unit; and (ii) such pieces of glass panels wholly and exclusively enclosing a Residential Unit, provided that for the avoidance of doubt, any glass panel forming part of the curtain wall structures of the Development that extends across two or more Residential Units shall form part of the Residential Common Areas) but excluding the glass balustrades, metal balustrades or railings of the balconies, private flat roofs, private roof or specified parts of roofs which form parts of the relevant Residential Units, the Recreational Facilities, Visitors' Parking Spaces, the Sky Garden, lift lobbies, Fireman's Lift Lobbies, water meter cabinets, refuse storage and material recovery rooms, electric meter cabinet, temporary refuge spaces, refuge area, refuge floor (17th Floor), upper roof, potable water pump and tank and cleansing water tank room, flushing water tank room, lifts, lift machine room, filtration plant room, Greenery Areas (in so far as they do not form part of the Development Common Areas), Green and Innovative Features (which do not form part of any Residential Units) or designated by the Registered Owner to be Residential Common Areas in accordance with the provisions of this Deed. For the purpose of identification, the Residential Common Areas are shown coloured yellow, yellow cross hatched black, yellow stippled black, blue dotted lines and black cross with red dotted lines on the plans certified as to their accuracy by the Authorized Person and annexed hereto.

"Residential
Common
Facilities"

All those installations and facilities in the Residential Common Areas used in common by or installed for or intended for the common benefit of all the Residential Units and not for the exclusive use or benefit of any individual Residential Unit or the Development as a whole and which, without limiting the generality of the foregoing, include EV Amenities belonging to the Visitors' Parking Spaces, drains, switches, meters, pipes, pumps, wires, cables, lights, antennae, lifts, installations and facilities in the lift machine rooms, water tanks, fire warning and fighting equipment, refuse disposal equipment and apparatus, recreational and other facilities in the Recreational Facilities and other service facilities apparatus whether ducted or otherwise and (except those which form part of any Residential Unit) and other apparatus equipment and facilities.

<p>“Residential Double Deck Mechanical Parking Spaces”</p>	<p>The 14 pairs of Residential Parking Spaces, each pair thereof comprising of a lower-deck parking space and an upper-deck parking space together with the mechanical parking equipment approved under the Plans installed thereon serving such pair of Residential Parking Spaces exclusively, as for identification purpose shown and designated as “G-R01 (L)” and “G-R02 (U)”, “G-R03 (L)” and “G-R04 (U)”, “G-R05 (L)” and “G-R06 (U)” on the Ground Floor Plan, “B1-R01 (L)” and “B1-R02 (U)”, “B1-R03 (L)” and “B1-R04 (U)”, “B1-R05 (L)” and “B1-R06 (U)”, “B1-R07 (L)” and “B1-R08 (U)”, “B1-R09 (L)” and “B1-R10 (U)”, “B1-R11 (L)” and “B1-R12 (U)”, “B1-R13 (L)” and “B1-R14 (U)”, “B1-R19 (L)” and “B1-R20 (U)”, “B1-R21 (L)” and “B1-R22 (U)”, “B1-R23 (L)” and “B1-R24 (U)”, “B1-R25 (L)” and “B1-R26 (U)” on the B1 Floor Plan certified as to their accuracy by the Authorized Person and annexed hereto.</p>
<p>"Residential Parking Space"</p>	<p>The 77 parking spaces (out of which 28 parking spaces being the 14 pairs of Residential Double Deck Mechanical Parking Spaces) on the Ground Floor, Basement Level 1, Basement Level 2, Basement Level 3 and Basement Level 4 of the Development for the parking of motor vehicles provided within the Development in accordance with Special Condition No.(20)(a)(i) of the Government Grant, as for identification purpose shown and designated as “G-R01(L)”, “G-R02(U)”, “G-R03(L)”, “G-R04(U)”, “G-R05(L)” and “G-R06(U)” on the Ground Floor Plan, “B1-R01(L)”, “B1-R02(U)”, “B1-R03(L)”, “B1-R04(U)”, “B1-R05(L)”, “B1-R06(U)”, “B1-R07(L)”, “B1-R08(U)”, “B1-R09(L)”, “B1-R10(U)”, “B1-R11(L)”, “B1-R12(U)”, “B1-R13(L)”, “B1-R14(U)”, “B1-R15”, “B1-R16”, “B1-R17”, “B1-R18”, “B1-R19(L)”, “B1-R20(U)”, “B1-R21(L)”, “B1-R22(U)”, “B1-R23(L)”, “B1-R24(U)”, “B1-R25(L)” and “B1-R26(U)” on the B1 Floor Plan, “B2-R01” to “B2-R15” on the B2 Floor Plan, “B3-R01” to “B3-R15” on the B3 Floor Plan and “B4-R01” to “B4-R15” on the B4 Floor Plan certified as to their accuracy by the Authorized Person and annexed hereto and each space shall be a space shown on the approved carpark layout plan deposited with the Director of Lands pursuant to Special Condition No.(26) of the Government Grant.</p>
<p>"Residential Unit"</p>	<p>Any of the residential units in the Development designated for private residential use including their respective balconies (if any), utility platforms (if any), private roof (if any), private flat roofs (if any), stairhoods (if any) and their enclosing walls (if any), the openable parts of the curtain wall structures, the glass panels of the curtain wall structures wholly and exclusively enclosing a Residential Unit.</p>
<p>“Sky Garden”</p>	<p>The communal sky garden referred to in Special Condition No.(41)(b) and (c) of the Government Grant for recreational purposes together with all facilities, equipment and installations therein for the common use, benefit and enjoyment of the residents and tenants for the time being of the Development and their bona fide visitors only, as for identification purpose shown coloured yellow on the 3rd Floor Skygarden Plan certified</p>

as to its accuracy by the Authorized Person and annexed hereto.

"Slope Structures"	Such slopes, slope treatment works, retaining walls and other structures within or outside the Land including, in particular and without limitation, the Edged Pecked Green Area defined in Special Condition No. (30)(a) of the Government Grant which are required to be maintained by the Owners under the Government Grant. For the purpose of identification, the location of the Slope Structures is shown coloured green on the Slope and Retaining Wall Plan certified by the Authorized Person as to its accuracy and the inclusion of all the Slope Structures and annexed hereto.
"Special Fund"	A special fund to be set up by the Manager pursuant to Clauses 9(c), 9(d) and 9(e) of Subsection D of Section VI of this Deed for expenditure in relation to the management of the Development of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 to the Ordinance.
"the Pink Cross-Hatched Black Areas and the Pink Cross-hatched Black Stippled Black Areas"	The Pink Cross-hatched Black Areas and the Pink Cross-hatched Black Stippled Black Areas respectively referred to in Special Condition No. (2) of the Government Grant and are shown coloured pink cross-hatched black and pink cross-hatched black stippled black respectively on the plan annexed to the Government Grant.
"undivided share or shares"	An equal undivided part or share of and in the Land and of and in the Development allocated in accordance with the provisions of this Deed or a sub-deed of mutual covenant (if any).
"Unit"	A portion in the Development to which equal undivided shares in the Land and the Development have been allocated being either a Residential Unit or a Car Parking Space of which the Owner is entitled to the exclusive possession and shall have the same definition as "flat" under the Ordinance.
"Visitors' Parking Spaces"	The 5 parking spaces provided within the Development in accordance with Special Condition Nos.(20)(a)(iii) of the Government Grant for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Development, as for identification purpose shown and designated Nos. "B1-V01(L)", "B1-V02(U)" on the B1 Floor Plan, No. "B2-V03" on the B2 Floor Plan, No. "B3-V04" on the B3 Floor Plan and No. "B4-V05" on the B4 Floor Plan and coloured yellow cross hatched black on the plans certified as to their accuracy by the Authorized Person and annexed hereto (of which two of such parking spaces designated Nos. "B2-V03" and "B3-V04" are reserved for the parking of motor vehicles by disabled persons pursuant to Special Condition No.(20)(c)(i) of the Government Grant). In particular, the pair of parking spaces "B1-V01(L)" and "B1-V02(U)" are double-deck mechanical parking spaces comprising of a

lower-deck parking space and an upper-deck parking space together with the mechanical parking equipment approved under the Plans installed thereon serving such pair of parking spaces exclusively.

"Works and Installations"

The major works and installations in the Development which require regular maintenance on a recurrent basis, a schedule of which as at the date hereof is included in the Fourth Schedule to this Deed (as may from time to time be revised in accordance with Clauses 11 and 12 of Section X of this Deed).

SECTION II

EXCLUSIVE RIGHTS OF REGISTERED OWNER AND COVENANTING OWNER

1. The Registered Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Covenanting Owner the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof save and except All That [] of the Development and save and except the Common Areas and the Common Facilities.
2. The Covenanting Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Registered Owner All That [] of the Development together with the appurtenances thereto and the entire rents and profits thereof.
3. The respective grants hereinbefore contained shall in each case be for the residue of the term of years set out in the First Schedule hereto.
4. Each undivided share of and in the Land and the Development and the sole 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 easements, rights, privileges and obligations, and the covenants and provisions contained herein.
5. The Owners shall at all times hereafter be bound by and shall observe and perform the covenants provisions and restrictions set out in the Government Grant and this Deed and the benefit and burden thereof shall be annexed to every part of the Land and the Development and the undivided share or shares held therewith. The Conveyancing and Property Ordinance (Chapter 219 of the Laws of Hong Kong) and any statutory amendments modifications or re-enactments thereof for the time being in force shall apply to this Deed.
6. Subject to the provisions of the Government Grant, every Owner for the time being of any undivided share 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, charge, lease, license or otherwise dispose of or deal with his undivided share or interest in the Land and the Development together with the sole and 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 transaction shall be expressly subject to and with the benefit of this Deed.
7. (a) The right to the exclusive use occupation and enjoyment of any part of the Land or the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the undivided share(s) with which the same is held PROVIDED ALWAYS that the provisions of this Clause subject to the Government Grant shall not extend to leases, tenancies or licences the terms of which shall not exceed ten years (including any

renewal thereof) at any one time.

- (b) The right to the exclusive use occupation and enjoyment of any balconies (if any), utility platforms (if any), private roof (if any), private flat roofs (if any) and private gardens (if any) shall not be sold assigned mortgaged charged leased or otherwise dealt with separately from the Residential Unit with which the balconies (if any), utility platforms (if any), private roof (if any), private flat roofs (if any) and private gardens (if any) are held.
- (c) The right to the exclusive use occupation and enjoyment of any parking space comprised in a pair of Residential Double Deck Mechanical Parking Spaces shall not be sold assigned mortgaged charged leased or otherwise dealt with separately from the other parking space comprised in that pair of Residential Double Deck Mechanical Parking Spaces.
- (d) The Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be :
 - (i) assigned except
 - (I) together with undivided shares of any one or more Residential Unit(s) and the right of exclusive use and possession of such Residential Unit(s); or
 - (II) to an Owner of any Residential Unit(s); or
 - (ii) underlet except to residents of any Residential Unit(s);

PROVIDED that in any event not more than three in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the Owner or underlet to the resident of one Residential Unit AND for the purpose of this proviso, an Owner or user of any pair of the Residential Double Deck Mechanical Parking Spaces for the time being shall be deemed to be an Owner or user (as the case may be) of two Residential Parking Spaces.

8. Each and every Owner covenants with the Registered Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the Registered Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and any interest therein that the Registered Owner shall for as long as it remains the Owner of any undivided share of and in the Land and the Development have the right at its own costs and expenses 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 which are hereby expressly excepted and reserved unto the Registered Owner without the concurrence or approval of any other Owner, the Manager or any other person interested in the Land and the Development except otherwise provided in the following sub-clauses:

- (a) The exclusive, full and unrestricted right and privilege from time to time to designate and/or re-designate the floor numbering and unit numbering of any

part of the Development owned by the Registered Owner Provided that the floor numbering shall conform to the numbering system as specified in Practice Note No. ADV-3 issued by the Building Authority or otherwise be as shown on the building plans approved by the Building Authority And Provided Further that such right shall not cause any inconvenience, disturbance, interference, damage or loss to any other parts of the Development and the Owners thereof.

- (b) The full right and power to designate and declare by deed or in writing any area or part or parts of the Land or the Development owned by the Registered Owner to be additional Residential Common Areas or Development Common Areas or Car Park Common Areas whereupon with effect from such designation or declaration such area or part or parts shall form part of the relevant type of Common Areas as hereinbefore defined and the Owners or relevant Owners shall contribute to the maintenance and upkeep of the same as if they were part of the relevant type of Common Areas Provided that :
- (i) such designation are for the benefit of all Owners and the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained;
 - (ii) the exercise of the rights of the Registered Owner under this sub-clause (b) shall not in any way interfere with any other Owner's exclusive right to hold, use, occupy and enjoy the Unit which such other Owner owns and his rights and interests under this Deed in respect of such Unit and shall not restrict or impede such other Owner's right of access to and from the Unit which such other Owner owns;
 - (iii) all the undivided shares allocated to the additional Common Areas shall be assigned to and vested in the Manager in accordance with the provisions of this Deed by a separate deed; and
 - (iv) the deed or document to be executed by the Registered Owner to effect the same shall be subject to the terms and conditions of the Government Grant and shall not be in conflict with the provisions of this Deed.

9. In connection with the exercise of or incidental to the Registered Owner's rights mentioned in the preceding Clause 8 of Section II of this Deed, each Owner agrees that the Registered Owner may without joining the Owners sign and/or seal and execute such deed(s) or document(s) as it or they consider(s) necessary or desirable and each Owner do hereby irrevocably appoint the Registered Owner as his attorney to exercise effect and perform and/or to sign and/or seal and execute any deed(s) and document(s) on his behalf and as his act and deed to deliver such deed(s) and document(s) as shall be required in connection with the exercise of such rights by the Registered Owner to effectuate any of the aforesaid purposes and such Owner hereby covenants that he will ratify and confirm all that the Registered Owner as such attorney as aforesaid shall lawfully do or cause to be done by virtue of this Deed and that the power of attorney hereby given shall bind the executor or executors and the administrator or administrators and the successor or successors and assign or assigns

of such Owner and shall not be revoked by the death incapacity or the winding up (as the case may be) of such Owner.

10. Where an Owner shall assign alienate transfer or otherwise dispose of his Unit, the relevant assignments, instrument in writing or document shall include the following covenants:

“The Purchaser hereby covenants with the Vendor for itself and, if applicable, as agent for Wealth Start Development Limited (“Wealth Start Development”) to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any 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 Covenancing Purchaser”) and shall enure for the benefit of the undivided share(s) of and in the Land and the Development held by the Vendor and/or (as the case may be) Wealth Start Development and be enforceable by the Vendor and/or (as the case may be) Wealth Start Development that:

- (i) the Covenancing Purchaser grants confirms and acknowledges the rights liberty and privileges conferred on Wealth Start Development as the Registered Owner under Clause 8 of Section II of the Deed of Mutual Covenant incorporating Management Agreement dated [*] and the Covenancing Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights liberty and privileges by Wealth Start Development; and
- (ii) the Covenancing Purchaser hereby appoints Wealth Start Development acting singly to be its attorney (with full power of substitution and delegation and, who may act through such officers, employees, agents, nominees and any substitute attorneys as Wealth Start Development may from time to time appoint) and grants unto Wealth Start Development the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Covenancing Purchaser deliver such deed and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights liberty and privileges conferred on Wealth Start Development as the Registered Owner under Clause 8 of Section II of the Deed of Mutual Covenant incorporating Management Agreement as aforesaid and that the Covenancing Purchaser will ratify and confirm all that Wealth Start Development shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenancing Purchaser and shall not be revoked by the Covenancing Purchaser or by the death incapacity or the winding up (as the case may be) of the Covenancing Purchaser; and
- (iii) the Covenancing Purchaser shall abide by the provisions in the Deed of Mutual Covenant incorporating Management Agreement as if the

same terms and covenants on the part of the Covenanting Owner set out therein are made directly by the Covenanting Purchaser; and

- (iv) the Covenanting Purchaser shall not assign alienate transfer or otherwise dispose of the Property unless the relevant assignment, instrument in writing or document includes the same binding covenants as the covenants (i), (ii), (iii) and (iv) herein contained

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

11. For the purpose of Clauses 8, 9 and 10 of this Section II, each of the expressions “the Registered Owner” and “Wealth Start Development” shall exclude its successors and assigns.

SECTION III

EASEMENTS RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH RESIDENTIAL UNIT OR CAR PARKING SPACE

A. Residential Units

1. The Owner of a Residential Unit shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the House Rules and subject to the rights of the Registered Owner and the Manager:

- (a) Full right and liberty 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 the Residential Common Areas and the Development Common Areas and to use the Residential Common Facilities and the Development Common Facilities for all purposes connected with the proper use and enjoyment of such Residential Unit.
- (b) Full right and liberty for the Owner of a Residential Unit for the time being, his tenants, servants, agents, lawful occupants, licensees and bona fide guests and visitors (in common with all persons having the like right) to go pass or repass, over and along the Car Park Common Areas and to use the Car Park Common Facilities for all purposes connected with the proper use of the Visitors' Parking Spaces and the Loading and Unloading Spaces.
- (c) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development.
- (d) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the Residential Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be, in, under or passing through such Residential Unit or the Development or any part or parts thereof for the proper use and enjoyment of the Residential Unit owned by the Owner.
- (e) The right for any Owner with or without workmen plant equipment and materials at all reasonable times after obtaining (except in the case of emergency) the consent of the Manager or (as the case may be) the Owner of the relevant Unit (which consent shall not be unreasonably withheld) to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any works for the maintenance and repair of his Residential Unit (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 at his own expense making good any damage caused thereby.

2. The Owners of the Residential Units shall have no right to enter upon any part of the Land and the Development save as expressly herein provided, it being understood that

all work necessary for the maintenance and repair of the Land and the Development as a whole shall be carried out by the Manager.

B. Car Parking Spaces

1. The Owner of a Car Parking Space shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the House Rules and subject to the rights of the Registered Owner and the Manager:

- (a) Full right and liberty 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 the Car Park Common Areas and the Development Common Areas and to use the Car Park Common Facilities and the Development Common Facilities for all purposes connected with the proper use and enjoyment of such Car Parking Space.
- (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development.
- (c) The free and uninterrupted passage and running of electricity, ventilation, and various other services from and to the Car Parking Space (if any) owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be, in, under or passing through such Car Parking Space or the Development or any part or parts thereof for the proper use and enjoyment of the Car Parking Space owned by the Owner.
- (d) The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon obtaining the Manager's prior consent (except in the case of emergency) to enter upon such parts of the Common Areas and Common Facilities as may be necessary for the purpose of carrying out any works for the maintenance and repair of his Car Parking Space (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 at his own costs any damage and/or loss that may be caused by such works.

2. The Owners of the Car Parking Spaces shall have no right to enter upon other parts of the Land and the Development save as expressly herein provided, it being understood that all work necessary for the maintenance and repair of the Land and the Development as a whole shall be carried out by the Manager.

SECTION IV

EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH RESIDENTIAL UNIT OR CAR PARKING SPACE IS/ARE HELD

A. Residential Units

The following are the easements rights and privileges subject to which each undivided share and the exclusive right to hold use occupy and enjoy each Residential Unit is held:

- (a) The Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into go pass or repass over along and upon each Residential Unit for the purposes of effecting necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his staff and contractors.
- (b) The Manager shall have the right to maintain, operate, temporarily install and move the gondola system and/or any davit arm, other equipment or device of management (collectively referred to as the “gondola” which expression shall include all brackets, hinges, posts or other related equipment) and on reasonable prior notice (except in the case of emergency) have access to, over and/or on the private roof or private flat roof forming part of the Residential Units, to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of the Development, and on reasonable prior notice (except in the case of emergency), the Manager, its servants, agents, contractors and persons duly authorized shall have the right to enter upon the private roof or private flat roof forming part of the Residential Units, for the purposes of operating, installing, repairing, keeping, storing and/or parking the gondola and on giving prior reasonable notice to relevant Owner to temporarily fence off the relevant part of the private flat roof or private roof Provided that the Manager shall, in exercise its rights under this paragraph, cause as little disturbance as is reasonably practicable and the Manager shall at its own costs and expenses make good any damages caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his employee and contractors.
- (c) Easements, rights and privileges of the Owners of other Residential Units under Clause 1 of Subsection A of Section III hereof.
- (d) Easements, rights and privileges of the Owners of the Car Parking Spaces under Clause 1 of Subsection B of Section III hereof.
- (e) Easements, rights and privileges of the Registered Owner under Clause 8 of

Section II hereof.

B. Car Parking Spaces

The following are the easements rights and privileges subject to which each undivided share and the exclusive right to hold use occupy and enjoy each Car Parking Space is held:

- (a) The Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into go pass or repass over along and upon each Car Parking Space for the purposes of effecting necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his staff and contractors.
- (b) Easements, rights and privileges of the Owners of other Car Parking Spaces under Clause 1 of Subsection B of Section III hereof.
- (c) Easements, rights and privileges of the Owners of the Residential Units under Clause 1 of Subsection A of Section III hereof.
- (d) Easements, rights and privileges of the Registered Owner under Clause 8 of Section II hereof.

C. Provisions applicable to all Owners

The Manager shall have full right and authority to control and manage the Common Areas and the Common Facilities or any part thereof subject to the provisions of this Deed and the Government Grant.

SECTION V

COVENANTS PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS

A. Covenants provisions and restrictions to be observed and performed by the Owners

1. Every Owner on ceasing to be the Owner of any Unit of the Development shall forthwith notify the Manager in writing of such cessation and of the name of the new Owner and without prejudice to the liability of the new Owner, every such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and for the observance and performance of the terms and conditions hereof up to the date of such cessation.

2. Each Owner shall promptly pay and discharge all existing and future taxes rates assessments and outgoings of every kind and description for the time being assessed or payable in respect of the Unit owned by him and shall indemnify the other Owners from and against all liability therefor. Without limiting the generality of the foregoing, if any Unit shall have its own separate government water meter, then the water charges for the supply of water to such Unit shall be paid by the Owner thereof.

3. Each Owner shall pay to the Manager on the due date his due proportion of the management expenditure and Special Fund as hereinafter provided.

4. No Owner shall make or allow to make any structural alterations or additions to the Unit owned by him which may damage or interfere with or affect the rights of other Owners or interfere with the use and enjoyment of any other part or parts of the Development, in any event no Owner shall make or allow to make any structural alterations to his Unit without obtaining the prior written consent of the Manager. In any event, the Owner of the relevant Unit shall obtain the prior written consent (if necessary) of the Director of Buildings and any other relevant Government authorities in respect of any structural alterations to the relevant Unit. No Owner shall use cut injure alter or interfere with any part or parts of the Common Areas or any of the Common Facilities or any equipment or apparatus on in or upon the Land or the Development not being equipment or apparatus for the exclusive use and benefit of any individual Owner. An Owner shall not be prevented from taking legal action against another Owner in respect of a breach of this Clause.

5. No Owner shall permit or suffer to be done any act or thing in contravention of the covenants and conditions in the Government Grant or whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by an Owner in addition to any other liability incurred thereby such Owner shall pay the amount of any increase in premium caused by or on account of such breach. In the event of the Development or any part thereof being damaged or destroyed by fire or other perils at any time and the insurance money under any insurance against fire or such perils effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of such Owner as aforesaid, then and in such event, such Owner shall pay to the other Owners the whole or (as the case may be) a fair proportion of the cost of completely rebuilding or reinstating the same.

6. Each Owner shall be responsible for and shall indemnify the Manager all other Owners and occupiers of any part of the Development against all actions proceedings claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of the Unit owned by him or any person using such Unit with his consent express or implied or by or through or in any way owing to the overflow of water gas or other effluent therefrom.

7. Each Owner shall be responsible to the Manager and the other Owners for the time being for the acts and omissions of all persons occupying with his consent express or implied the Unit owned by him and shall pay all costs charges and expenses incurred in repairing or making good any loss or damage caused by the act neglect or default of any such person. In the case of loss or damage which the Manager is responsible to make good or repair, such costs charges and expenses shall be recoverable by the Manager as hereinafter provided and in the case of loss or damage suffered by other Owners or occupiers of any Unit which the Manager is not responsible to repair or make good, such costs charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

8. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and the Development.

9. No Owner shall do or permit or suffer to be done and each Owner shall take all possible steps to prevent his tenants occupiers or licensees from doing any act deed matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the maintenance of the Development.

10. Each Owner shall notwithstanding the obligations of the Manager to maintain the Development keep his Unit (including, without limitation, the Green and Innovative Features forming part of the Unit and those fixtures fittings services or facilities which exclusively serve the same whether or not they are located inside his Unit) in good repair and condition and shall maintain the same 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 Development. The Owner of each Unit shall be responsible for the financial support and maintenance of the interior of each Unit (including, without limitation, the Green and Innovative Features forming part of the Unit and all the fixtures and fittings and all plumbing and other utility fittings and services therein or appertaining thereto (whether or not they are located inside or outside the Unit)) and all the windows and doors thereof and shall keep the same in good and tenable repair and condition. Any replacement of windows and/or doors by the Owners shall follow the standard set out in the House Rules.

11. 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.

12. No Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purpose and no Owner shall use or permit or suffer the Unit owned by him to be used for any purpose other than that permitted by the Government Grant and the Building Authority and in accordance with any applicable Ordinance or other Regulations or any Government or other permit consent or requirement from time to time applicable thereto and

in particular no Owner shall use or permit or suffer any part of the Development to be used as a mahjong school, funeral parlour, coffin shop, temple, Buddhist hall or for the performance of the ceremony known as "Ta Chai (打 齋)" or any similar ceremony or as a boarding house, dance hall, guest house, hotel apartment, ballroom or pawn shop or for any offensive trade or business or cause or permit or suffer to be done any act or thing in his Unit which may be in contravention of the terms and conditions in the Government Grant or become a nuisance or annoyance to or cause danger to the other Owners or occupiers for the time being of any other part or parts of the Development.

13. No part of the Common Areas shall be obstructed or incumbered nor shall any articles boxes material refuse or any other matter or things be placed or left thereon nor shall any part of such Common Areas be used for any business or private purpose and no Owner will do or suffer or permit to be done anything in such Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Development.

14. The refuse storage and material recovery chamber and/or garbage disposal areas (if any) shall be used only in the manner prescribed by and subject to the House Rules.

15. No Owner shall have the right to enter into any Common Areas housing the Common Facilities or to alter repair connect to or in any other way interfere with or affect the working of the Common Facilities without the prior written consent of the Manager and when doing so, the Owner shall cause the least disturbance and any damage caused thereby shall be made good by the Manager at the expense of such Owner.

16. No Owner shall be entitled to connect to any aerial or other antenna installed by 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 or antenna which extend outside the Development. No Owner shall erect or install or cause to be erected or installed any fence, decoration or structure on top of any common wall or parapet wall of the Development.

17. No Owner shall do or permit to be done any act or thing which may or will alter the external appearance of the Development or any part thereof or change the exterior lighting colour tone of the Development or any part thereof and in particular no external shades, awnings, fences, metal grilles, partitions or any other structure or thing shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in, above, on or at any part of the external wall, private flat roofs, private roof or upper roof of the Development or any part thereof.

18. No external signs signboards notices flags banners poles cages brackets flowers shelves or other projections or structures whatsoever extending outside the exterior of the Development shall be erected installed or otherwise affixed or projected from the Development or any part thereof without the prior written consent of the Manager and (if necessary) the relevant Government authorities and no Owner shall erect affix install or attach or permit or suffer to be erected affixed installed or attached in or on external part of or to be displayed from any Unit any drawing or sign of any description without the prior written approval of the Manager and (if necessary) the Director of Lands and/or other relevant Government authorities Provided that no such drawing or sign for advertising purpose will be permitted.

19. 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 in the course of the proper disposal thereof and in using the facilities for such disposal provided by the Manager.
20. All Owners (including the Registered Owner) as long as they remain Owners shall at all times observe and perform the House Rules and comply with the conditions of the Government Grant.
21. Each Owner may at his own expenses install in the Residential Unit owned by him additions improvements fixtures fittings and decoration and may remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the proper enjoyment and use of any other part of the Development.
22. Clothing or laundry shall not be hung outside any Unit (other than in the spaces specifically provided therefor) or in the Common Areas and no Owner shall place any personal objects outside any Unit.
23. No Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of the Development may be clogged or the efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected.
24. No Owner shall store or permit or suffer to be stored in the Unit owned by him or in any other area any hazardous dangerous explosive or combustible goods or materials except such as may be permitted by licence issued by the Fire Services Department under the Dangerous Goods Ordinance (Chapter 295 of the Laws of Hong Kong) or other competent authority concerned and in any event only with the prior written approval of the Manager.
25. No Owner shall obstruct the access to the means of escape in any flat roofs, roofs, upper roof, staircases, smoke lobbies, lift lobbies or any other areas, be those Common Areas or not, which shall at all times remain open and unobstructed in compliance with the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong), the Code of Practice for the Provision of Means of Escape in case of fire, the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) or other relevant Ordinances or regulations (hereinafter collectively referred to as "Relevant Regulations"). In case the access is being obstructed, the Manager shall have the power to restore the access to the condition required to comply with Relevant Regulations at the expense of the Owner in default. Without prejudice to any other provisions in this Deed, the Owner(s) for the time being of any flat roof(s) or roof(s) shall not erect affix or install or cause or allow to be erected affixed or installed any structure on such flat roof(s) or roof(s) save and except with the prior written approval of the Manager and (if necessary) the relevant Government authorities.
26. No Owner shall permit or suffer to be erected affixed installed or attached in or on or at the door or doors or entrance or entrances of any Unit any metal grille or shutter or gate.
27. No Owner shall cause any damage to or interfere in any way with the Common

Areas and/or the Common Facilities.

28. No Owner shall do anything in the Development whereby excessive noise vibration or resonance or other form of disturbance is created to the detriment of the Development or other persons in or outside the Land Provided that the determination of the Manager as to whether any such noise vibration or resonance or other form of disturbance is excessive shall be conclusive and Provided Further that in the event of a breach hereof by the Owner the defaulting Owner shall make good any damage caused thereby to the Development or any part or parts thereof or to the occupants thereof.

29. No Owner shall alter or permit or suffer to be altered any part of the sprinkler system, the fire-fighting equipment or the fire prevention system installed in any part of the Development except that such alteration shall be carried out by the Manager or a registered contractor appointed or approved by the Manager in accordance with the Fire Service (Installation Contractors) Regulations and with the prior approval of the Manager and the Fire Services Department. Any costs and expenses thereby incurred should be settled by the Owner requesting for such alteration.

30. No Owner shall install any air-conditioning unit fitting or plant or any other fitting or fixture through the windows of the Residential Units (except in positions already provided for such purpose) without the prior written consent of the Manager and (if necessary) the relevant Government authorities to any such installations and the conditions of such consent having been complied with.

31. No Owner shall use the Common Areas or any part thereof for the purpose of drying laundry or hanging or placing or storing any dustbins garbage cans furniture machinery goods or chattels or other things thereon or therein.

32. No Owner shall install any furnace boiler or other plant or equipment or use any fuel in any part of the Development that might in any circumstance produce smoke, gas, liquid, solid or otherwise or that may constitute a breach of the provisions of the Government Grant or any Ordinance or any amendment thereof.

33. Each Owner shall comply with and observe all Ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong, including but not limited to those governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and for the protection of the environment.

34. No Owner shall discharge or permit or suffer to be discharged unto any public sewer, storm-water drain or channel without the prior written consent of the Manager and (if necessary) the relevant Government authorities.

35. No Owner shall use or allow to be used any aerial photography or similar technology in any part of the Development.

36. No Owner shall cause any damage to or interfere in any way with any security systems, facilities or devices located or installed at the Development or any part thereof by the Manager or under the control of the Manager.

37. The Owners shall at their own expense and (if necessary) to the satisfaction of the relevant Government authorities provide access for fire appliances and fire personnel to the Land and the Development and shall permit access thereof for such purposes and at such time or times as the relevant Government authorities may require. The Owners shall throughout the term of the Government Grant maintain the said access at their own expense and to the satisfaction of the relevant Government authorities.

38. Each Owner shall observe and perform all the covenants agreements and conditions contained in the Government Grant and on the part of the Owner to be observed and performed so far as the same relate to the Unit owned by such Owner and such Owner shall from time to time and at all times keep the other Owners of the Development fully indemnified from and against all proceedings costs claims and expenses on account of any failure to perform and observe any of the said covenants agreements and conditions so far as they relate as aforesaid.

39. All complaints touching or concerning the Land and the Development shall be made in writing to the Manager.

40. The Owners shall at their own expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of the Slope Structures as required by the Government Grant and in accordance with "Geoguide 5-Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the maintenance manual(s) for the Slope Structures ("slope maintenance manual") prepared in accordance with Geoguide 5. The Registered Owner shall deposit a full copy of the slope maintenance manual in the management office of the Development within one month from the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

41. No Owner (including the Registered Owner) may convert any of the Common Areas and Common Facilities or any part thereof to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained. Any payment received for the approval shall be credited to the Special Fund. No Owner (including the Registered Owner) will have the right to convert or designate any of his own areas as Common Areas and Common Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the Registered Owner) shall have the right to re-convert or re-designate the Common Areas and Common Facilities to his use or benefit.

42. The Owners shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of the Development and their own Units including the Works and Installations.

43. No grave or columbarium shall be erected or made on the Land, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

44. The Sky Garden shall not be used for any other purpose without the prior consent of the Building Authority and/or the relevant Government authorities.

45. The Owners shall comply with the NIAR in respect of any noise mitigation measures proposed (if any) in the NIAR to be provided in the Development.

46. No building or structure or support for any building or structure shall be erected, constructed or placed on, over, above, under, below or within the Non-Building Area except such boundary walls and fences as may be approved in writing by the Director of Lands.

47. (a) The Owners shall not alter, divert, interfere with, demolish or remove the Encroaching Structures without the prior written consent of the owners of the Adjoining Lot and the Government. Except with the prior written consent of the Director of Lands, during the existence of the Encroaching Structures or any part or parts thereof, no building or structure or support for any building or structure shall be erected, constructed or placed on, over, above, under, below or within the Pink Cross-hatched Black Areas and the Pink Cross-hatched Black Stippled Black Areas.

(b) The Owners shall at all reasonable times during the existence of the Encroaching Structures permit the owners of the Adjoining Lot and their contractors, agents, workmen and any persons duly authorized by the owners of the Adjoining Lot with or without tools, equipment, plant, machinery or motor vehicles the right of ingress, egress and regress to, from and through the Land and any building or buildings erected thereon for the purpose of inspecting, maintaining, repairing, renewing and carrying out any alteration, diversion, demolition and removal works in respect of the Encroaching Structures.

48. No Owner shall prohibit, prevent, hinder or prejudice the establishment or operation of residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Chapter 459 of the Laws of Hong Kong), any regulations made thereunder and any amending or replacing legislation (hereinafter referred to as "RCHE"), or residential care home for PWDs as defined in the Residential Care Homes (Persons with Disabilities) Ordinance (Chapter 613 of the Laws of Hong Kong), any regulations made thereunder and any amending or replacing legislation (hereinafter referred to as "RCHD"), or the use of the Land or any part thereof or the Development or any part thereof for the purpose of RCHE or RCHD.

B. Covenants and provisions applicable to Owners of Residential Units

1. Without prejudice to the other provisions of this Deed, no Residential Unit shall be used for any purpose other than for private residential purposes and in particular no Residential Unit shall be used as a boarding house, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles or as hostel or the like.

2. No Owner shall erect or place or cause or permit to be erected or placed any advertising sign or solar panel or prefabricated house or structure on the private flat roofs or private roof or upper roof of the Development or any part thereof and the Manager shall have the right to enter and to remove anything erected or placed on the private flat roofs or private roof or upper roof of the Development or any part thereof in contravention of this provision

at the cost and expenses of the Owner Provided that the Manager shall at its own expense make good any damage caused thereby and shall be liable for negligence or willful or criminal acts of the Manager, its staff and contractors.

3. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit or any part thereof any advertising, drawing or sign of any description.

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

5. 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.

6. Bicycles, baby carriages or similar vehicles or any private belongings shall not be allowed to stand in any passageways or the Common Areas.

7. Birds, cats or pets or other animals or fowls can only be kept or harboured in any Residential Unit or any part thereof subject to and in accordance with the House Rules. No dogs shall be kept in any Residential Unit if Owners of more than 3 Residential Units have lodged their complaints in writing to the Manager.

8. (a) The Owner of the Non-enclosed Areas shall keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with this Deed, the Occupation Permit, the Buildings Ordinance and such other Ordinances, by-laws and regulations for the time being in force in Hong Kong.

(b) The Owner of the Non-enclosed Areas shall not erect or affix or cause or permit or suffer or allow to be erected or affixed any wall, ceiling or partition of any material whether of a permanent or temporary nature on the Non-enclosed Areas or any part thereof.

(c) The Owner of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas to be enclosed above safe parapet height (other than as under the Plans) by any material of whatsoever kind or nature, or affixed with sun shades, awnings, or rackets of whatsoever nature, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as drawn under the Plans and such Owner shall be responsible for the control, operation, financial support and maintenance of the Non-enclosed Areas.

(d) No Owner of the Non-enclosed Areas shall do or permit to be done any act or thing which may or will alter the Non-enclosed Areas (which shall at all times remain open).

9. No Owner shall construct illegal structures on any part of the Development of whatsoever nature that contravene any Ordinances, by-laws or regulations promulgated by the Government from time to time.

10. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any geomancy decoration or facilities, clothing, laundry or object(s) in the Common Areas or outside his Residential Unit or within such part(s) of his Residential Unit, including (without limitation) on or in or upon or above the door, window or bay window or balcony, that may be visible from the exterior of the Development PROVIDED that the hanging of clothes or laundry on the utility platform(s) or balcony(ies) of a Residential Unit, if not beyond the height of 1.1 metres from the floor of such utility platform or balcony and if not constituting a nuisance to other Owners or occupiers of the Development, is permitted.

11. The Owners shall at their own expense keep and maintain the gardening forming part of his Residential Unit in a clean, neat and tidy condition so as to avoid any nuisance or annoyance to any other Owners or occupiers of any part or parts of the Development.

12. No Owner shall locate or relocate any air-conditioning units at his Residential Unit (except in positions already provided for such purpose) that may be visible from the exterior of the Development.

13. No Owner shall alter the design of any sliding door installed at the balcony which forms part of a Residential Unit.

C. Covenants and Provisions Applicable to Owners of Car Parking Spaces

1. No Owner shall use a Car Parking Space in the Development for any purpose other than for the purpose of parking one private motor vehicle or one motor cycle only (as the case may be) currently licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong) or any regulations made thereunder and any amending legislation and no articles, goods or other things except motor vehicles shall be allowed thereon. The Car Parking Spaces shall be used solely for the purpose of parking licensed motor vehicles and/or licensed motor cycles belonging to the Owners or the residents of the Residential Units or their bona fide guests, visitors or invitees.

2. All Owners shall park their vehicles within their own Car Parking Spaces.

3. No Owner may park his vehicle in such a manner as to cause inconvenience or annoyance to the Owners of the adjoining Units.

4. No vehicle may exceed the speed limit (if any) displayed in the Common Areas.

5. All vehicles must display in a prominent position the car identification badges or labels, otherwise entry to the Development may be refused.

6. No Owner shall make any alteration to his Car Parking Space or erect any machine, equipment, posts or chains thereon and thereto without the prior written consent of

the Manager.

7. No Owner shall sub-divide any Car Parking Space (irrespective of its size and area) for any purposes including but not limited to sale, assignment, lease, license, charge or disposal.

8. No Owner shall allow his vehicle parked in any Car Parking Space to deteriorate to a condition detrimental to the environmental appearance of the Development.

9. Without limiting the generality of the foregoing, the Owner of each pair of Residential Double Deck Mechanical Parking Spaces :-

- (a) shall at his own costs and expenses arrange regular inspections maintenance and repair and be liable for the proper upkeep and safe working order of the related mechanical parking equipment;
- (b) shall ensure that adequate electricity supply is available for operation of the related mechanical parking equipment;
- (c) shall ensure that the related mechanical parking equipment is prohibited from being used to lift persons or vehicles with persons;
- (d) shall not remove the mechanical parking equipment approved under the Plans installed thereon or make or cause any damage or carry out any alteration work to such mechanical parking equipment unless with the prior written approval of the Building Authority;
- (e) shall not park at the lower-deck parking space thereof any motor vehicle with a height of more than 2.4 metres and shall not park at the upper-deck parking space thereof any motor vehicle with a height of more than 2.4 metres; and
- (f) observe and comply with such rules and regulations as be reasonably imposed from time to time by the DMC Manager for the operation of the related mechanical parking equipment.

10. With regard to the EV Amenities which each Car Parking Space is equipped with :

- (a) Despite that the EV Amenities belong to the Owner of the Car Parking Space, the installation or affixing of such EV Amenities on such space(s) in the Car Park Common Areas as designated by the Registered Owner before the execution of this Deed shall not be a breach of any provision in this Deed. For the avoidance of doubt, the aforesaid installation or affixing of EV Amenities in the Car Park Common Areas shall be deemed to have been approved by the Manager. No relocation of the EV Amenities shall be made unless the prior written consent of the Owners' Committee shall have been obtained.
- (b) The Owner of each Car Parking Space shall be solely responsible for the maintenance fee (which might be charged by the services provider of the EV

Amenities) and the electricity charges for charging his own electric vehicle and shall also be solely responsible for the disconnection and/or removal (if the situation applies) of the EV Amenities belonging to his own Car Parking Space at his own cost and expense.

- (c) The Owner of each Car Parking Space shall appoint qualified service providers and contractors to carry out any maintenance, repair or replacement of his own EV Amenities in compliance with any relevant governmental requirements or regulations. When carrying out the maintenance, repair or replacement of his EV Amenities, the Owner of each Car Parking Space shall first obtain the Manager's prior consent (except in the case of emergency) for the purpose of (inter alia) enabling the relevant service providers or contractors at all reasonable times to enter upon such parts of the Common Areas and Common Facilities for carrying out such maintenance, repair or replacement (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 such Owner shall at his own costs forthwith make good any damage and/or loss that may be caused by such works.

SECTION VI

MANAGEMENT OF THE DEVELOPMENT

- A. Appointment of Manager
1. The management of the Land and the Development shall be undertaken by the Manager.
 2. (a) Subject to the provisions of the Ordinance, the DMC Manager is hereby appointed as the first manager to manage the Land and the Development for the initial term of TWO years from the date of appointment under this Deed and thereafter shall continue to manage the Development until its appointment is terminated in accordance with the provisions of this Deed.
 - (b)
 - (i) The appointment of the Manager shall be terminated by resignation from such appointment by the Manager and no resignation of the Manager shall take effect unless it has previously given not less than three months' notice in writing of its intention to resign—
 - (1) by sending such a notice to the Owners' Committee; or
 - (2) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.
 - (ii) The notice referred to in sub-clause (b)(i)(2) of this Clause 2 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 by depositing it in the letter box for his Unit.
 - (iii) No notice of resignation from appointment referred to in sub-clause (b)(i)(2) of this Clause 2 shall be given by the DMC Manager before the expiry of two years from the date of this Deed.
 - (iv) The appointment of the Manager shall be terminated if the Manager is wound up or has a receiving order made against it.
 - (c) (i) Subject to sub-clause (c)(v) of this Clause 2, at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution—

- (1) passed by a majority of the votes of the Owners voting either personally or by proxy; and
- (2) supported by Owners of not less than 50% of the undivided shares in aggregate,

terminate by notice the DMC Manager's appointment without compensation.

(ii) A resolution under sub-clause (c)(i) of this Clause 2 shall have effect only if :

- (1) the notice of termination of appointment is in writing;
- (2) provision is made in the resolution for a period of not less than 3 months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for payment to it of a sum equal to the amount of the Manager's Remuneration which would have accrued to it during that period;
- (3) the notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
- (4) the notice and the copy of the resolution is given to the DMC Manager within 14 days after the date of the meeting.

(iii) The notice and the copy of the resolution referred to in sub-clause (c)(ii)(4) of this Clause 2 may be given:

- (1) by delivering them personally to the DMC Manager; or
- (2) by sending them by post to the DMC Manager at his last known address.

(iv) If a notice to terminate a manager's appointment is given under sub-clause (c) of this Clause 2:

- (1) no appointment of a new manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
- (2) if no such appointment is approved under sub-clause (c)(iv)(1) of this Clause 2 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.

(v) For the purpose of sub-clause (c)(i) of this Clause 2 :

- (1) only the Owners of undivided shares who pay or who are liable to pay the management expenses relating to those undivided shares shall be entitled to vote;
 - (2) the reference in sub-clause (c)(i)(2) of this Clause 2 to the “Owners of not less than 50% of the undivided shares in aggregate” shall be construed as a reference to the Owners of not less than 50% of the undivided shares in aggregate who are entitled to vote.
- (vi) 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, sub-clauses (c)(i), (c)(ii), (c)(iii) and (c)(v) of this Clause 2 apply to the termination of the Manager’s appointment as they apply to the termination of the DMC Manager’s appointment.
 - (vii) Sub-clause (c)(vi) of this Clause 2 operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the DMC Manager to terminate the appointment of the Manager.
 - (viii) This sub-clause (c) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that Section.
3. Subject to the provisions of the Ordinance, the Manager shall be appointed to act as agent for and on behalf of all the Owners duly authorized in accordance with the provisions of this Deed in respect of any matter concerning the Common Areas and the Common Facilities and each Owner hereby appoints the Manager irrevocably as agent in respect of any matter concerning the Common Areas and the Common Facilities duly authorized in accordance with the provisions of this Deed to enforce the provisions of this Deed and to execute and sign all deeds and documents for and on behalf of all the Owners as shall be required or may be deemed proper for or in relation to all or any of the purposes of this Deed.
4. The Manager shall be bound by and shall observe and perform all of the conditions duties and obligations herein provided and shall have all of the rights and privileges herein granted to the Manager.
5. 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 2(c)(iv)(2) of this Subsection A of this Section VI, the Owners’ Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners’ Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under Clause 2(c)(iv)(2) of this Subsection A of this Section VI that may otherwise render that person liable for a breach of that undertaking or agreement. This Clause is subject to

any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that Section.

B. Powers and Duties of Manager

1. The Manager shall manage the Land and the Development in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:

- (a) To employ a qualified architect or professional to inspect the Development (save only the interior of the Units) including the Common Areas and the Common Facilities at such time or times as the Manager shall deem necessary and to prepare a report of such inspection which report will be kept at the management office of the Development and will be open to inspection by all Owners and occupiers of any part of the Development and the Manager will furnish upon request to any such Owner or occupier a copy of the report at a reasonable charge Provided that any charges or fee collected hereunder shall be credited to the Special Fund.
- (b) To put in hand and ensure the satisfactory completion of works necessary to maintain any Common Areas and Common Facilities so as to ensure that the same are maintained in a good clean and safe condition at all times and for this purpose to employ reputable and competent contractors and workmen.
- (c) To ensure that all the Owners or occupiers maintain the Units owned or occupied by them and if there shall be any default on the part of any such Owners or occupiers to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or occupier.
- (d) To paint wash tile or otherwise treat as may be appropriate the Common Areas at such intervals as the same may in the opinion of the Manager be reasonably required to be done.
- (e) To replace any glass in the Common Areas that has been broken.
- (f) To keep the Common Areas properly lighted and ventilated.
- (g) To keep in good order and maintain the ventilation of the enclosed Common Areas.
- (h) To keep the Common Areas and all parts thereof in a clean sanitary and tidy condition.
- (i) To prevent any decaying noxious excrementitious or other refuse matter from

being deposited on the Development or any part thereof and to remove all refuse from such 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 relevant Government authorities.

- (j) To prevent the obstruction of the Common Areas and to remove any article or thing causing obstruction. If and whenever any article or thing shall be placed or stored on or in any part of the Common Areas, the Manager or its agents, servants, caretakers or cleaners of the Development shall first give the defaulting party (if identifiable) reasonable prior written notice (except in the case of emergency) to remove the article or thing causing the obstruction. In the event that such defaulting party cannot be identified, the Manager shall have the right without giving any prior notice to the defaulting party to remove such article and thing from such part of the Common Areas to another place or places as the Manager shall think fit. All costs and expenses incurred by the Manager for such removal shall be reimbursed upon demand to the Manager by the defaulting party and the defaulting party shall not claim against the Manager or its agents, servants, caretakers or cleaners for any loss or damage to such article or thing due to such removal.
- (k) To keep all the common sewers drains watercourse and pipes free and clear from obstructions.
- (l) To keep all the Common Facilities in good and working order and to extend or provide additional facilities as the Manager shall in its reasonable discretion deem necessary or desirable for the benefit of the Land and the Development.
- (m) To keep all lighting equipment water and sewage systems which form part of the Common Facilities in good and working order and in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's reasonable discretion and subject to the provisions of this Deed to enter into contracts with third parties for the maintenance thereof and the entering into of such contracts shall be in compliance with Clauses 1(aj) and 8 of Subsection B of Section VI hereof. The Manager shall also be responsible for all works required for any alteration to the sewage system and future connection of the same to the public culvert to be constructed if so required by the Government and all costs and expenses for such works shall be borne by the Owners.
- (n) 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 properties and to remove any such matter therefrom and to ensure that no damage is done to any part of any Government properties or other drains waterways watercourses footpaths sewers nullahs pipes cables wires utility services or other works being in under over or adjacent to the Land 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 to the satisfaction of the Government.

- (o) To remove any structure installation signboard sunshade bracket fitting or other things in or on any part of the Development which have been erected in contravention of the terms of this Deed or the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) or its regulations or any other Ordinance or regulations and/or without the prior written permission of the Manager (or if such permission has been given upon the expiration or withdrawal of the same or if the conditions of such permission are in breach) and to demand and recover from the person by whom such structure or other things as aforesaid was erected or installed the cost of such removal and the making good of any damages thereby caused.
- (p) To maintain fire-fighting equipment and fire alarms and to comply with all requirements of the law and the relevant Government authorities and generally so far as may be possible to maintain the Development safe from fire at all times.
- (q) To provide a security force watchmen porters and caretakers and to provide with and maintain burglar alarms and other security equipment and generally so far as may be possible to maintain security in the Development at all times.
- (r) To do all things which the Manager shall in its reasonable discretion deem necessary or desirable at the Owners' costs for the purposes of providing, operating, managing, maintaining and repairing the Common Areas and the Common Facilities for the better enjoyment or use of the Development by its Owners and occupiers provided that the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Common Facilities which involve expenditure in aggregate in excess of 10% of the current annual Management Budget.
- (s) To appoint solicitors to advise on matters which arise in the management of the Land and the Development and which necessitate professional legal advice and with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and the Development or any part thereof (except proceedings relating to the rights or obligations of individual Owners) and in particular but without limiting the foregoing in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Director of Lands or other competent officer to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of High Court (or any provisions amending or in substitution for the same).
- (t) To prevent (by legal action if necessary) any person including an Owner from occupying or using otherwise than in accordance with the written permission of the Manager or the provisions of this Deed or the Government Grant or the Occupation Permit any of the Common Areas or any part of the Land and the Development.

- (u) To take all steps necessary or expedient for complying with the covenants and conditions contained in the Government Grant and any statutory or Government requirements concerning or relating to the Development for which no Owner or occupier of the Development is directly responsible.
- (v) To prevent (by legal action if necessary) and to take action to remedy any breach by any Owner or other person residing in or visiting the Land of any terms and conditions contained in the Government Grant or this Deed.
- (w) To prevent any person detrimentally altering or injuring any part of the Development or any of the Common Facilities.
- (x) To demand collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant sub-deed of mutual covenant.
- (y) To pay and discharge out of all monies so collected all necessary and reasonable outgoings relating to the management of the Development or incurred by the Manager hereunder.
- (z) Unless otherwise directed by the Owners' Corporation (if formed), to insure and keep insured to the full new reinstatement value in respect of the Common Areas and the Common Facilities and all parts thereof against loss or damage by fire or other perils and to effect insurance against public and occupiers' liability and employer's liability in respect of employees employed within or exclusively in connection with the management of the Development and other liabilities in such items or in such amounts as the Manager may think fit subject to the consultation of the Owners' Committee or the Owners' Corporation (if formed) such insurance to be in the name of the Manager itself for and on behalf of all the Owners according to their respective interests and to pay all premia required to keep such insurance policies in force and updated.
- (aa) To keep proper records of accounts of all expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties provided under this Deed.
- (ab) Subject to the approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed, to represent the Owners in all matters and dealings with Government or any utility or other competent authority or owners of the Adjoining Lot or any other person whomsoever in any way touching or concerning the proper management of the Common Areas and the Common Facilities or the Encroaching Structures and the Pink Cross-hatched Black Areas and the Pink Cross-hatched Black Stippled Black Areas with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings so long as the same does not contravene or is not in conflict with any of the provisions of this Deed.
- (ac) Subject to the approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed, to commence conduct carry on and defend legal and other proceedings touching or concerning the Land and the

Development or the management thereof in the name of the Manager.

- (ad) To enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed and the House Rules hereunder and to take action including the commencement and conduct 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 and the registration and enforcement of charges as hereinafter mentioned.
- (ae) To enforce the due observance and performance of the House Rules.
- (af) To recruit dismiss and employ such staff as may from time to time be required to perform and discharge its duties hereunder on such terms as the Manager shall in its absolute discretion decide and to provide accommodation within the Land uniforms working clothes tools appliance cleaning and other materials and all equipment necessary therefor.
- (ag) To take all reasonable actions to abate any nuisance affecting the Owners and occupiers of the Development or any Unit of the Development.
- (ah) To do all such other things as are reasonably incidental to the management of the Land and the Development for the benefit of all Owners and the Development in accordance with this Deed, the Government Grant and the laws of Hong Kong.
- (ai) To repair and keep in good repair and condition the Common Facilities and the Common Areas and when necessary upon reasonable prior written notice (except in case of emergency) to enter into any part or any Unit of the Development for the purpose of carrying out necessary repairs to the Land and Development and the Common Areas and the Common Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and the Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at its own costs and expenses repair any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, its employees, contractors or agents.
- (aj) Subject to Clause 8 of Subsection B of this Section VI and the provisions in Schedule 7 to the Ordinance, the Manager shall not, in any financial year, enter into any contract that involves (i) an amount in excess of or likely to be in excess of \$200,000.00 (or such other amount as the Secretary for Home Affairs may specify by notice in the Gazette) or (ii) an amount which is or is likely to be more than 20% of the Management Budget or revised Management Budget (as the case may be) (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser.
- (ak) To manage, control and maintain the parking of cars, motorcycles and other

vehicles and the loading and unloading of goods or passenger within and/or in the Common Areas and the flow of vehicular traffic over all roads and other areas intended for common use and in particular to ensure that the Car Parking Spaces, Visitors' Parking Spaces and Loading and Unloading Spaces are used solely for their intended purposes and that the Common Areas and all roads and other areas intended for common use remain unobstructed.

- (al) To install in or affix on (or permit any person authorized by the Manager to install in or affix on) any part of the Common Areas for the installation, erection and maintenance of flues, pipes, conduits, antennae, chimneys, aerials and/or dish installation (if any), structures and/or other equipment relating to the broadcasting and/or reception of cable and/or satellite television and/or other telecommunication systems, plant, machinery and other apparatus or equipment solely for the benefit of the Development (all of which upon such installation or erection shall form part of the Common Facilities for the benefit of the Owners) and to lease licence install affix erect place and maintain or contract for the leasing, licensing, installation and maintenance of communal radio and/or television aerials and/or satellite master antennae television system and/or cable television system which serve the Development or any part thereof and such apparatus, equipment, cables, wires, pipes, antennae or structures in relation thereto subject to Clause 9 of this Subsection B of Section VI of this Deed and for such purposes to apply for all necessary licence(s) or consent(s) from the Government and/or other relevant authorities Provided that the written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained prior to the exercise of such rights and that such installation shall not affect the enjoyment of the Development by the Owners and occupiers and the Owners' access to their Units and the Common Areas shall not be impeded or restricted. Any payment received for the approval as aforesaid must be credited to the Special Fund.

- (am) Subject to the Government Grant and the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to enter into and thereafter change amend vary add to alter or cancel any deed(s) and/or agreement(s) whatsoever with any person(s) or corporation(s) in connection with the granting and/or reservations of rights, easements, rights of way, privileges, benefits, obligations and/or any other matters affecting the Common Areas Provided that such deed(s) or agreement(s) are for the benefit of Development. Such deed(s) or agreement(s) shall contain such provisions as the Manager deems fit and necessary in the circumstances Provided that the Owners' right to hold, use, occupy and enjoy their respective Units is not affected and the Owners' access to their Units shall not be impeded or restricted Provided further that any consideration received therefor shall be credited to the Special Fund.

- (an) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements (whether formal or informal) with the Government or such other parties and upon such terms and conditions and with

or without consideration in respect of any part or parts of the Common Areas as the Manager shall reasonably consider necessary to ensure efficient management of the Land and the Development Provided that the Owners' right to hold, use, occupy and enjoy their respective Units is not affected and the Owners' access to their Units shall not be impeded or restricted Provided further that the exercise of such rights shall not contravene the conditions of the Government Grant and any charges or fee collected thereunder shall be credited to the Special Fund.

- (ao) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to grant right of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person or persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and the Common Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises for the benefit of the Owners and the Development Provided that the Owners' right to hold, use, occupy and enjoy their Units shall not be affected and the Owners' access to their Units shall not be impeded or restricted and Provided further that such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Government Grant and any charges or fees collected hereunder shall be credited to the Special Fund.
- (ap) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed, to grant reasonable easements, rights of way, quasi-easements (if any), rights, privileges and/or licences to the Government or other owner(s) of any adjacent land and/or adjacent building or any person to use, connect to, construct, lay, maintain, remove, renew and/or replace any roads, passageways, walkways, footpaths, open spaces, nullahs and culverts, sewage treatment plant and facilities, refuse collection and disposal areas and facilities, drainage systems, drains, pipes, cables, irrigation pipes, pumps and other installation apparatus, fittings, chambers, and other equipment and structures at or within the Common Areas on such terms as the Manager deems fit Provided that the exercise of all or any of the rights herein conferred upon the Manager shall not interfere with an Owner's right to hold, use, occupy and enjoy of his Unit and the Owners' access to their Units shall not be impeded or restricted and Provided Further that the exercise of all or any of the rights herein conferred upon the Manager shall not contravene the terms and conditions contained in the Government Grant and all monetary consideration (if any) received therefor pursuant to this sub-clause shall be credited to the Special Fund.
- (aq) To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Common Facilities including the Recreational Facilities and their ancillary facilities in the Common Areas and Common Facilities, to remove any person thereon who fails to comply with or is in breach of any House Rules relating to such facilities and to exclude any person who has been in persistent breach of such House Rules from the use of such facilities for such period as the Manager shall in its discretion deem appropriate Provided

that any charges or fee collected thereunder shall be credited to the Special Fund.

- (ar) Subject to sub-clause (aj) of this Clause 1, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other staff and attendants and to do all such things as are reasonably incidental to the management of the Development.
- (as) To have the full authority of the Owners at their expense 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 the Slope Structures or other structure in compliance with the Government Grant and in accordance with the slope maintenance manual and in particular, in accordance with all guidelines issued from time to time by the appropriate Government Departments regarding the maintenance of the Slope Structures and related structures and to collect from the Owners all costs lawfully incurred or to be incurred by the Manager in carrying out such maintenance and repair and such other works. For the purpose of this Clause, the Manager shall include the Owners' Corporation, if formed.
- (at) To improve, control, operate, maintain and manage the Recreational Facilities and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Common Facilities and maintain the same including any access steps staircases and ramps in accordance with the Government Grant.
- (au) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Development and the external walls (which form part of the Residential Common Areas and Development Common Areas) elevations and facade thereof but excluding windows and window frames except those situated in the Common Areas and Common Facilities Provided however that the Manager shall have the power at the expense of the Owner concerned to replace broken window glass if any window glass shall be broken and remain unreplaced for seven (7) days after the Manager shall have served a notice on the Owner or occupier of the Residential Unit concerned requiring him to replace the same.
- (av) To maintain any drainage system whether within or outside the Land which is required to be maintained pursuant to the provisions of the Government Grant.
- (aw) To make suitable arrangements for the supply, use or provision of water, gas and electricity and any other utility or service and any rights and privileges to or for the Land and the Development or any part thereof.
- (ax) To prevent any person from overloading the floors of the Development or any part or parts thereof.
- (ay) To prevent any person from overloading any of the electrical installations and

circuits or any of the mains or wiring in the Development.

- (az) To ensure that all Owners use the water supply properly.
- (ba) To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Development.
- (bb) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development as the Manager shall in its reasonable discretion consider desirable.
- (bc) To give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed Provided that the Manager's consent or approval must not be unreasonably withheld and the Manager may impose conditions or additional conditions relating thereto. The Manager must not charge any fee other than a reasonable administrative fee for issuing the consent or approval and the fee must be credited to the Special Fund.
- (bd) If the Manager shall in its discretion deem fit to operate or contract for the operation of shuttle bus services for the use and benefit of the Owners and residents for the time being of the Development whether on its own or together with the manager and/or owners of other neighbouring premises and during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of the shuttle bus services such fares as the Manager may think reasonable Provided that the written approval by a resolution of Owners at an Owners' meeting convened under this Deed is obtained for the exercise of the right under this sub-clause and any fares collected thereunder shall be credited to the management fund.
- (be) Without prejudice to the Manager's obligations under this Deed, to appoint or employ agents, contractors or sub-managers which may include professional property management companies to carry out various aspects of the management works or management works in respect of the Common Areas and Common Facilities or any part or parts thereof on such terms and conditions as the Manager shall in its discretion think fit. For the avoidance of doubt, the Manager shall not assign or transfer any of its duties or obligations under this Deed to such person or company and such person or company must remain responsible to the Manager. The Manager shall at all times be responsible for the management and control of the whole Development in accordance with the provisions of this Deed.
- (bf) To maintain all areas slopes open spaces and facilities as are required to be maintained under the provisions of the Government Grant and in particular, the Slope Structures (irrespective of whether such part of the Slope Structures are located on an area inside or outside the Land).

- (bg) To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and the occupiers of the Development and to ensure that the waste separation and 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 shall maintain the waste separation and recovery facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and the occupiers of the Development. Such recyclable materials recovered from the waste separation and recovery facilities shall be properly collected, stored and sent for recycling if the Manager considers appropriate and fit to do so. All charges and fees collected thereunder shall be credited to the Special Fund.
- (bh) To organize any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and the occupiers of the Development and to encourage the Owners and the occupiers of the Development to participate in such activities with a view to improving the environmental conditions of the Development.
- (bi) To make House Rules to require the Owners and the occupiers of the Development to dispose of any rubbish properly for waste separation and recycling purposes.
- (bj) To make House Rules to protect the environment of the Development and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.
- (bk) To inspect, maintain and carry out all necessary works for the maintenance of the Works and Installations.
- (bl) To upkeep, repair, maintain and reinstate the transformer compartment and the HK Electric cable riser room in accordance with the supply rules issued by The Hongkong Electric Co., Limited (香港電燈有限公司) and any amendment thereto.
- (bm) Except with the prior written consent of the Director of Lands (who in giving such consent, may impose such terms and conditions including but not limited to payment of any premium and administrative fee as he shall, in his absolute discretion, determine) in accordance with the Government Grant, to prohibit any building or structure, or support for any building or structure, or projection to be erected or constructed or placed on, over, above, under, below or within the Non-Building Area.
- (bn) To maintain the Recreational Facilities in accordance with the Government Grant in good and substantial repair and condition and shall operate the Exempted Facilities referred to in Special Condition No.(11) of the Government Grant to the satisfaction of the Director of Lands.

- (bo) Not to use the Greenery Areas for any other purpose without the prior consent of the Building Authority.
- (bp) To maintain, repair or replace and carry out all necessary works for the maintenance, repair and replacement of the EV Amenities belonging to the Visitors' Parking Spaces.
- (bq) To ensure that all the Owners or occupiers of the Residential Parking Spaces or of the Motor Cycle Parking Spaces maintain, repair or replace and carry out all necessary works for the maintenance, repair and replacement of the EV Amenities belonging to the Residential Parking Spaces or belonging to the Motor Cycle Parking Spaces owned or occupied by them and if there shall be any default on the part of such Owners or occupiers to undertake any necessary maintenance, repair and replacement thereof and to take all possible steps to recover the reasonable costs incurred by the Manager in connection therewith from the defaulting Owner or occupier.
- (br) To comply with the terms of the Government Grant.

2. The Manager shall have power to make House Rules before the formation of the Owners' Committee for the purpose of management of the Development including regulating the use operation and maintenance of the Development and any of the structures facilities services or amenities thereof and the conduct of persons occupying using or visiting the same. It may (subject to the approval of the Owners' Committee if any) from time to time revoke and amend the House Rules. The House Rules and any amendments thereto must not be inconsistent with or contravene the provisions of this Deed, the Ordinance or the conditions of the Government Grant. Such House Rules shall be binding on all of the Owners and their tenants licensees servants or agents. A copy each of the House Rules from time to time in force shall be posted on the public notice board in a prominent place in the Development and a copy thereof shall be supplied to each Owner on request free of charge.

3. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters mentioned in Clauses 1 and 2 of this Subsection B of this Section VI shall be binding in all respects on all the Owners for the time being.

4. The Manager shall have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner or any person occupying any part of the Development through under or with the consent of any such Owner of the covenants conditions and provisions of this Deed and of the House Rules made hereunder and of recovering damages for the breach non-observance or non-performance thereof. The provisions of Clause 4 of Subsection E of this Section hereinafter appearing shall apply to all such proceedings.

5. The Manager shall not be made personally liable for carrying out any requirements of the slope maintenance and related works in respect of the Slope Structures under the Government Grant 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.

6. Notwithstanding any provision to the contrary herein contained, the Manager's power and duties to manage the Development shall not include carrying out any improvements to facilities or services which involve expenditure in excess of 10% of the current annual Management Budget except with the prior approval by resolution of Owners at the meeting of Owners convened under this Deed.

7. Subject to Clause 8 of this Subsection B, the procurement of supplies, goods, or services by the Owners' Committee that involves an amount in excess of or likely to be in excess of \$200,000.00 (or such other sum in substitution therefor 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 20% of the annual Management Budget or the revised Management Budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standard and guidelines as may be specified in the Code of Practice referred to in Section 20A(1) of the Ordinance will apply to the Owners' Committee with any appropriate variations.

8. (a) Subject to sub-clauses (b) and (c) of this Clause 8, the Manager shall not enter into any contract for the procurement of any supplies, goods, or services the value of which exceeds or is likely to exceed the sum of \$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :

- (i) the supplies, goods or services are procured by invitation to tender; and
- (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance.

(b) Subject to sub-clause (c) of this Clause 8, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual Management Budget or the revised Management Budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :-

(1) if there is an Owners' Corporation-

- (i) the supplies, goods or services are procured by invitation to tender;
- (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
- (iii) 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

(2) if there is no Owners' Corporation-

- (i) the supplies, goods or services are procured by invitation to tender;
 - (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
 - (iii) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at an Owners' meeting convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) of this Clause 8 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")-
- (1) where there is an Owners' Corporation, if-
 - (i) 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
 - (ii) 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
 - (2) where there is no Owners' Corporation, if-
 - (i) 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
 - (ii) the Owners decide by a resolution of the Owners passed at an Owners' meeting 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.

9. Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions:-

- (i) the term of the contract will not exceed 3 years;
- (ii) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and

- (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.

10. For the purposes of carrying out the inspection, cleaning, maintenance, renovation, replacement and/or repair of any part of the exterior of the Development and/or the Common Areas and the Common Facilities, the Manager shall have the right to operate, temporarily place, station and/or move the gondola (as defined in Clause A(b) of Section IV of this Deed) over and/or on any private flat roof, private roof or balcony forming part of a Residential Unit and temporary occupation of any space thereabove Provided that the Manager shall in the exercise of its rights under this Clause ensure that the least disturbance is caused to the Residential Units and shall at its own costs and expense make good any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, its staff and contractors.

11. No Manager will have the right to re-convert or re-designate the Common Areas and Common Facilities to its own use or benefit.

C. Manager's Remuneration

1. The Manager's Remuneration shall not exceed ten percent (10%) per annum (subject to variation by resolution of the Owners at meetings of the Owners convened under this Deed) of the total expenses, costs and charges necessarily and reasonably incurred in the management of the Land and the Development (excluding the Manager's Remuneration itself, Government Rents and any capital expenditure (or expenditure drawn out of the Special Fund as referred to in Clause 9 of Subsection D of this Section VI)) necessarily and reasonably incurred in the management of the Land and the Development Provided that by a resolution of the 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 applicable under this Clause or at such lower rate as considered appropriate by the Owners. No variation of the percentage of the Manager's Remuneration may be made except with approval by a resolution of Owners at an Owners' meeting convened under this Deed. The Manager's Remuneration shall be paid in advance and the manner on how the Manager's Remuneration is paid shall be determined by the Owners and the Manager and may be reviewed and changed from time to time by a majority resolution passed at a meeting of the Owners held pursuant to this Deed. Any over-payment of the Manager's Remuneration in the year in question shall be refunded and be paid by the Manager into the management fund within 21 days of the completion of the auditing of the annual accounts for such year as provided under Clause 5 of Subsection H of this Section VI and any adjustment payment that needs to be made by the Owners to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year calculated in accordance with the first sentence of this Clause shall likewise be made within 21 days of the completion of the auditing of the annual accounts for such year.

2. The sums payable to the Manager under the provisions aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs and expenses for any staff, facilities, accountancy services, professional fees or other professional supervision for the Land and the Development which costs and expenses shall

be a direct charge upon the management fund or the Special Fund as appropriate.

D. Management Budget and Contribution by Owners

1. Subject to sub-clauses (b), (d), (e) and (g) of this Clause 1, the total amount of management expenses payable by the Owners during any period of 12 months adopted by the Manager of the Development as the financial year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (a) of this Clause 1.

- (a) In respect of each financial year, the Manager shall:-
- (i) prepare a draft Management Budget setting out the proposed expenditure of the Land and the Development during the financial year.
 - (ii) send a copy of the draft Management Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft Management Budget in a prominent place in the Development and cause it to remain so displayed for at least 7 consecutive days.
 - (iii) send or display, as the case may be, with the copy of the draft Management Budget a notice inviting each Owner to send his comments on the draft Management Budget to the Manager within a period of 14 days from the date the draft Management Budget was sent or first displayed.
 - (iv) after the end of the 14-day period, prepare the Management Budget specifying the total proposed expenditure during the financial year.
 - (v) send a copy of the Management Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy in a prominent place in the Development and cause it to remain so displayed for at least 7 consecutive days.
- (b) Where, in respect of a financial year, the Manager has not complied with sub-clause (a) of this Clause 1 before the start of a financial year, the total amount of management expenses for that year shall,
- (i) until the Manager has so complied, be deemed to be the same as the total amount of management expenses (if any) for previous financial year;
 - (ii) when the Manager has so complied, be the total proposed expenditure specified in the Management Budget for that financial year and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.

- (c) Where a Management Budget has been sent or displayed in accordance with sub-clause (a)(v) of this Clause 1 and the Manager wishes to revise it, it shall follow the same procedures in respect of the revised Management Budget as apply to the draft Management Budget and Management Budget by virtue of sub-clause (a) of this Clause 1.
- (d) Where a revised Management Budget is sent or displayed in accordance with sub-clause (c) of this Clause 1, the total amount of management expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised Management Budget and the amount that Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (e) If there is an Owners' Corporation and, within a period of one month from the date that a Management Budget or revised Management Budget for a financial year is sent or first displayed in accordance with sub-clauses (a) or (c) of this Clause 1, the Owners' Corporation decides, by a resolution of the Owners, to reject the Management Budget or revised Management Budget, as the case may be, the total amount of management expenses for the financial year shall until another Management Budget or revised Management Budget is sent or displayed in accordance with sub-clauses (a) or (c) of this Clause 1 and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (f) If any Owner requests in writing the Manager to supply him with a copy of any draft Management Budget, Management Budget or revised Management Budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (g) For the purposes of this Clause 1, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the Manager's Remuneration.

2. The financial year for the purposes of the Management Budget shall be from 1st January to 31st December in each year (both days inclusive). The first Management Budget shall be prepared by the Manager before the date falling one month after the date of this Deed and shall cover the period from the date of this Deed until, if such date is on or before 30th June of the year, 31st December of that year, or if such date is after 30th June of the year, until 31st December of the following year.

3. The management expenditure in the Management Budget shall include but not be limited to the following:

- (a) Government Rents for the whole of the Land if there is no separate assessment or apportionment for individual Units;
- (b) The premia payable for the insurance of the Common Areas and the Common

Facilities against fire and other perils, third party and property owners' liability and employers' liability as the Manager deems fit;

- (c) Charges for the supply and consumption of water, gas, electricity, telephone, central air-conditioning (if any) and other utilities to in and for, and any similar charges in connection with the management and maintenance of the Land and the Development other than the Units;
- (d) The cost and expenses of maintaining the foundations, columns and other structures constructed or to be constructed for the support of the Development and such other areas or drains, nullahs, sewers, pipes, watermains and channels whether within or outside the Land that are required to be maintained under the Government Grant;
- (e) The costs of lighting, repairing, maintaining, cleaning, painting, decorating and keeping in good condition any parts of the Common Areas, the Common Facilities or any part thereof;
- (f) The costs of operating the Common Facilities;
- (g) Remuneration for accountants, caretakers, security guards, watchmen, cleaners and attendants and such other staff as may be required for the proper management of the Land and the Development;
- (h) The costs of refuse collection, storage and disposal in respect of the Land and the Development;
- (i) Such legal, professional or other fees and costs which may be reasonably and properly incurred by the Manager in the performance of any duty or in the exercise of any power hereunder;
- (j) The costs of preparing annual accounts for the Owners and of having the same properly audited by an independent certified public accountant;
- (k) The Manager's Remuneration;
- (l) The costs of maintenance and/or repair works described in Clause 1(av) and Clause 1(bf) both of Subsection B of Section VI of this Deed;
- (m) The costs of maintenance of the Recreational Facilities;
- (n) Any other costs, charges and expenses reasonably and necessarily incurred by the Manager in the performance of any duty, the services for residents or in the exercise of any power under this Deed or under any sub-deed or sub-deeds of mutual covenant in respect of any part or parts of the Land and the Development;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature, which shall be payable out of the Special Fund mentioned in Clause 9 of this

Subsection D of Section VI below.

4. Each annual Management Budget shall be divided into the following parts:
 - (a) Part A shall cover the estimated management expenditure which in the opinion of the Manager are attributable to the management and maintenance of the Development Common Areas and the Development Common Facilities or for the benefit of all the Owners (excluding those estimated management expenditure contained in Part B and Part C of the Management Budget) and, for the avoidance of doubt, Part A shall also contain such parts of the estimated management expenditure in respect of the Car Park Common Areas and Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Loading and Unloading Spaces;
 - (b) Part B shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the management and maintenance of the Residential Common Areas and the Residential Common Facilities or solely for the benefit of all the Owners of the Residential Units including but not limited to the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Recreational Facilities and, for the avoidance of doubt, Part B shall also contain such parts of the estimated management expenditure in respect of the Car Park Common Areas and Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces; and
 - (c) Part C shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the management and maintenance of the Car Park Common Areas and the Car Park Common Facilities or solely for the benefit of all the Owners of the Car Parking Spaces excluding for the avoidance of doubt, parts of the estimated management expenditure in respect of the Car Park Common Areas and Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Loading and Unloading Spaces and the Visitors' Parking Spaces which shall be treated as falling within Part A or Part B of the annual Management Budget.
5. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the following principles:
 - (a) Each Owner of a Unit of the Development shall contribute to the amount assessed under Part A of the annual Management Budget in the proportion which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development;
 - (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Residential Unit of which he is the Owner contribute to the amount assessed under Part B of the annual Management Budget in the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential

Units of and in the Development; and

- (c) Each Owner in addition to the amount payable under (a) above shall in respect of each Car Parking Space of which he is the owner contribute to the amount assessed under Part C of the annual Management Budget in the proportion which the number of Management Shares allocated to his Car Parking Space bears to the total number of Management Shares allocated to all Car Parking Spaces of and in the Development.

Provided however that notwithstanding any provisions to the contrary herein contained no Owner may be called upon to pay more than his appropriate share of the management expenditure, having regard to the number of Management Shares allocated to his Unit. The Registered Owner shall make payments and contributions towards the management expenditure which are of recurrent nature in respect of those Units and undivided shares unsold Provided that it shall not be obliged to make the payments and contributions aforesaid in respect of the Units and the undivided shares allocated to any part(s) of the Development the construction of which has not been completed except to the extent that such uncompleted part(s) benefit(s) from the provisions of this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining Slope Structures or as to security provided by the management of the completed parts) of the Development. All outgoings including management expenses and any Government rates and rent up to and inclusive of the date of assignment of the Units shall be paid by the Registered Owner. An Owner must not be required to make any payment or reimburse the Registered Owner for these outgoings.

6. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the provisions of this Deed and shall determine the time and place of payment and unless otherwise determined by the Manager each Owner shall on the first day of each and every calendar month (whether demanded or not) pay to the Manager a sum representing one-twelfth of such Owner's liability to contribute to the management expenditure for that year.

7. (a) Without prejudice to the proviso in Clause 5 of this Subsection, in the event of a deficiency occurring or seeming to the Manager likely to occur or if there shall be any change in circumstances which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) require any revision to the Management Budget, the Manager may at any time during the financial year prepare a revised Management Budget in accordance with the procedures set out in Clause 1(a) of Subsection D of this Section VI. A revised Management Budget may be further revised as often as the Manager considers reasonably necessary.

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

8. Notwithstanding any provision to the contrary herein contained, the Manager

shall be entitled in its discretion:

- (a) 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;
- (b) from time to time to make rules and regulations governing the supply and use of electricity air-conditioning water to the Common Areas and the Common Facilities, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by Government;

Provided always that all monies fees or charges received by the Manager under the provisions of this Clause shall be credited to the Special Fund.

9. (a) The Manager shall establish and maintain a Special Fund comprising of the separate accounts as indicated below to provide expenditure of a kind not expected by the Manager to be incurred annually:
- (i) There shall be established and maintained by the Manager a separate account of the Special Fund in respect of the Development Common Areas, the Development Common Facilities to provide expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Development Common Areas and the Development Common Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Development Common Areas and the Development Common Facilities and the costs of the relevant investigation works and professional services.
 - (ii) There shall be established and maintained by the Manager a separate account of the Special Fund in respect of the Residential Common Areas and the Residential Common Facilities to provide expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and the Residential Common Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential Common Areas and the Residential Common Facilities and the costs of the relevant investigation works and professional services.
 - (iii) There shall be established and maintained by the Manager a separate account of the Special Fund in respect of the Car Park Common Areas and the Car Park Common Facilities to provide expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and

repair of the Car Park Common Areas and the Car Park Common Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Car Park Common Areas and the Car Park Common Facilities and the costs of the relevant investigation works and professional services.

- (b) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners at an Owners' meeting, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- (c) The Manager shall open and maintain at a bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) an interest bearing account, the title of which shall refer to the relevant separate account of the Special Fund for the Development, and shall use that account exclusively for the purposes referred to in sub-clause (a) of this Clause 9. The Special Fund will be held by the Manager as trustee for all Owners. All sums in each separate account of the Special Fund shall be the property of the Owners. Reference shall be made to each of the separate account of the Special Fund in the annual accounts in respect of the management of the Development and an estimate shall be made in such accounts of the time when there will be a need to draw on each of the separate account of the Special Fund, and the amount of money that will be then needed.
- (d) Without prejudice to the generality of Clause 9(c) of Subsection D of this Section VI, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (e) The Manager shall display a document showing evidence of any account opened and maintained under Clause 9(c) or Clause 9(d) of this Subsection D of this Section VI above in a prominent place in the Development.
- (f) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under Clause 9(c) of this Subsection D of this Section VI above or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 9(d) of this Subsection D of this Section VI above.
- (g) 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). The Manager must not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development.
- (h) Each Owner shall covenant with the other Owners that he shall make further

contributions to the separate account of the Special Fund. The Owners shall by resolution in the Owners' meeting as convened hereunder decide the amounts to be contributed by the Owners to the separate account of the Special Fund for the ensuing year and the time when those contributions will be payable.

- (i) The payments made by the Owners towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
- (j) For the purposes of this Clause 9, "maintain" or "maintained" shall be construed as its natural meaning, and does not have the meaning as defined in Section I of this Deed.

E. Security for and recovery of moneys due to Manager

1. The first Owner of each Unit (except where the Registered Owner has made payments as provided in Clause 2 hereunder) shall upon the assignment of the Unit from the Registered Owner :

- (a) 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 equivalent to three months' monthly contribution of the first year's budgeted management expenses and such sum shall not be used to set off against monthly contribution of the management expenses or any other contributions to be made by him and such sum is non-refundable but transferable; and
- (b) pay to the Manager a sum equivalent to two months' contribution of the first year's budgeted management expenses as payment in advance of the first two months' contribution of the first year's budgeted management expenses and such sum is neither refundable nor transferable;
- (c) pay to the Manager a sum equivalent to two months' monthly contribution of the management expenses as his initial contribution to the Special Fund (in respect of such contribution, the Manager shall reasonably apportion such initial contribution amongst the relevant separate account of the Special Fund and in proportion to the number of Management Shares allocated to his Unit) and such sum is neither refundable nor transferable; and
- (d) pay to the Manager a non-refundable and non-transferable debris removal fee in the sum equivalent to not more than one month's contribution of the first year's budgeted management expenses as shall be determined by the Manager which shall be applied by the Manager towards the cost of removal from the Development of any debris or rubbish which may accumulate as a result of the initial fitting-out of the Units; Provided always that the Owners of the Car Parking Spaces shall not be liable to pay any debris removal fee as mentioned in this sub-clause. Any debris removal fee paid but not used for debris removal shall be paid into and form part of the relevant account of the Special Fund referred to in Clause 9(d) of Subsection D this Section VI.

- (e) pay to the Manager a non-refundable but transferable sum equivalent to not more than one (1) month's monthly contribution of the first year's budgeted management expenses payable in respect of his Unit as may be assessed by the Manager to be such Owner's share of the reimbursement to the Manager of the utility charges deposits for utilities including water, electricity and gas for the Common Areas and the Common Facilities.

For the avoidance of doubt (and in addition and without prejudice to the other rights of the Manager under this Deed), the Manager shall have the right to set off the deposit under the preceding Clause 1(a) of this Subsection E 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 any default in payment, 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 shall have exercised its right of set-off as aforesaid, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to one month's management contribution of management expenses currently payable by him in respect of the part of the Development which he owns.

2. The Registered Owner shall also pay to the Manager the amounts payable under the preceding Clauses 1(a), (c) and (d) of this Subsection E of this Section VI if he remains the Owner of those undivided shares allocated to the Units in that part of the Development the construction of which has been completed and which remain unsold 3 months after (i) the date of execution of this Deed, or (ii) the date on which the Registered Owner is in a position to validly assign those undivided shares, whichever is the later.

3. If any Owner shall fail to pay any amount payable hereunder within 30 days of the date on which the demand is made as aforesaid, he shall further pay to the Manager:

- (a) Interest on the amount unpaid calculated from the due date of payment at a rate of 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; and
- (b) A collection charge of not exceeding ten per cent (10%) of the amount due to cover the cost (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

4. All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses incurred in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager and the claim in any such action may include a claim for the legal costs (on a solicitor and own client basis) involved in such action. In any such action the Manager shall conclusively be deemed to be acting as the agent or agents for and on behalf of the Owners as a whole and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to

be due.

5. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within 30 days of the date on which the same became payable the amount thereof together with interest as aforesaid and the said collection charge and all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 4 of this Subsection E of this Section VI and in registering the charge hereinafter referred to shall stand charged on the undivided share(s) of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the undivided share(s) and the Unit or Units held therewith of the defaulting Owner. Such charge shall remain enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied. In addition, the Manager may discontinue providing management services to the Owners who fail to pay fees or to comply with any other provisions under this Deed.

6. Any charge registered in accordance with Clause 5 of Subsection E of this Section VI shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the undivided share(s) of the defaulting Owner together with the right to the exclusive use occupation and enjoyment of the Unit held therewith and the provisions of Clause 4 of this Subsection E of this Section VI shall apply equally to any such action.

F. Application of monies received by the Manager

1. Subject to Section VIII hereof, all insurance moneys compensation received or damages recoverable by the Manager in respect of any damage or loss suffered in respect of any part of the Land and the Development shall be expended by the Manager in the repair rebuilding or reinstatement of that part of the Land and the Development.

2. Where any compensation damages costs or expenses are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which claim has been made against the Owners or any of them as provided in Clause 4 of Subsection E of this Section VI, the same shall after deduction of any costs or expenses incurred by the Manager in recovering the same be credited to the Special Fund.

3. Notwithstanding any terms in this Deed, all moneys paid to the Manager by way of interest and collection charges shall be credited to the Special Fund.

4. The Manager shall have the right to apportion such sums received by it which are required to be credited to the Special Fund into any of the relevant account(s) of the Special Fund as the Manager shall reasonably determine.

G. Owners' interest in Fund

Any person (including the Registered Owner) ceasing to be an Owner of any undivided share(s) in the Land and the Development shall thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clause 1(a) of Subsection

E of this Section VI or Clause 2 of Subsection E of this Section VI (as the case may be) and the Special Fund to the intent that all such funds shall be held and applied for the management of the Land and the Development irrespective of changes in the ownership of the undivided share(s) in the Land and the Development. Provided that any deposit paid under Clause 1(a) of Subsection E of this Section VI shall be transferred into the name of the new Owner of such undivided share(s). AND Provided further that upon the Land reverting to the Government or no renewal of the Government Grant being obtainable or upon the rights and obligations hereunder being extinguished as provided in Section VIII hereof, any balance of the said funds or in the case of extinguishment of rights and obligations as aforesaid an appropriate part of the said funds shall be divided between the then Owners of the Development in proportion to the respective contributions made by them or their respective predecessors under the provisions of Subsection D of this Section VI 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.

H. Management records and Accounts

1. The financial year may not be changed more than once in every five years, unless that change is previously approved by a resolution of the Owners' Committee (if any).
2.
 - (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Development.
 - (b) Without prejudice to the generality of Clause 2(a) of this Subsection H above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by the Manager 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 2(a) or 2(b) of this Subsection H above in a prominent place in the Development.
 - (d) Subject to Clause 2(e) and 2(f) of this Subsection H below, the Manager shall without delay pay all money received by it in respect of the management of the Development into the account opened and maintained under Clause 2(a) of this Subsection H above or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 2(b) of this Subsection H above.
 - (e) Subject to Clause 2(f) of this Subsection H below, the Manager may, out of money received by it in respect of the management of the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
 - (f) The retention of a reasonable amount of money under Clause 2(e) of this

Subsection H above or the payment of that amount into a current account in accordance with the aforesaid 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 Clause 2 of this Subsection H of this Section VI to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), the title of which refers to the management of the Development.

3. The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years. The Manager shall keep separate management accounts for the different parts of the Land and the Development as referred to in Clause 5 of Subsection D of this Section VI. For the purposes of this Clause 3, "maintain" shall be construed as its natural meaning, and does not have the meaning as defined in Section I of this Deed.

4. Within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of the income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development and cause it to remain so displayed for at least 7 consecutive days.

5. Within 2 months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development and cause it to remain so displayed for at least 7 consecutive days. Prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require such annual accounts to be audited by an independent auditor of their choice. Each income and expenditure account and balance sheet shall include details of the Special Fund required by Clause 9 of Subsection D of this Section VI and an estimate of the time when there will be a need to draw on that fund, and the amount of money that will be then needed.

6. The Manager shall permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure accounts or balance sheet.

7. The Manager shall on payment of a reasonable charge, supply any Owner with a copy of any record or document requested by him. All charges collected hereunder shall be credited to the Special Fund.

8. The Manager shall have power to appoint a firm of Certified Public Accountants to audit the accounts and records of the Manager concerning the management of the Development and to certify the annual accounts prepared in accordance with Clause 5 of Subsection H of this Section VI and the accountant's fees shall be part of the management expenditure. The Manager shall further have power to replace such firm and to appoint another firm in their place as it may deem necessary from time to time Provided that the Owners' Committee or the Owners at a meeting of the Owners may choose to appoint an

auditor of their choice from time to time.

9. 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 the resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and-

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

10. (a) Subject to sub-clause (b) of this Clause 10, if the Manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within 14 days of the date his appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in his place any movable property in respect of the control, management and administration of the Development that is under his control or in his custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.

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

(i) prepare:

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

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

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

(ii) deliver to the Owners' Committee (if any) or the Manager appointed in his place any books or records of account, papers, documents, plans and other records which are required for the purposes of the preceding sub-clause (b)(i) of this Clause 10 and have not been delivered under sub-clause (a) of this Clause 10.

SECTION VII

A. Meetings of the Owners

1. An annual general meeting of the Owners of the Development shall be held at least once a year commencing with the year following that in which the Occupation Permit is issued. The Owners of the Development may meet from time to time as occasion may require to discuss and decide matters concerning the management of the Land and the Development.

2. A meeting of Owners may be convened by:-

- (a) the Owners' Committee,
- (b) the Manager; or
- (c) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the undivided shares in aggregate.

3. The person convening the meeting of Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner.

4. The notice of meeting referred to in Clause 3 of this Subsection A shall specify :-

- (a) the date, time and place of the meeting; and
- (b) the resolutions (if any) that are to be proposed at the meeting.

5. The notice of meeting referred to in Clause 3 of this Subsection A 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.

6. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. The quorum at a meeting of Owners shall be 10% of the Owners.

6A. For the purposes of Clause 6 of this Subsection A, the reference to "10% of the Owners" shall:-

- (a) be construed as a reference to 10% of the number of the persons who are Owners without regard to their ownership of any particular percentage of the total number of undivided shares into which the Development is divided; and

(b) not be construed as the Owners of 10% of the undivided shares in aggregate.

7. The only persons entitled to attend any such meeting and vote thereat shall be Owners of the Development or the representative or representatives of the Owner or Owners of the Development duly appointed by the Owner or Owners in writing.

8. A meeting of Owners shall be presided over by the Chairman of the Owners' Committee or, if the meeting is convened under Clause 2(b) or 2(c) of this Subsection A of this Section VII, the person convening the meeting.

9. All resolutions passed at such meeting by a majority of the Owners present in person or by proxy and voting shall be binding on all the Owners and the Manager of the Development Provided that such resolutions shall not be contrary to any of the covenants terms and conditions contained in this Deed and the Government Grant.

10. A resolution put to the vote of the meeting shall be decided by majority of votes.

11. At a meeting of Owners :-.

(a) An Owner shall have one vote in respect of each undivided share that he owns;

(b) An Owner may cast a vote personally or by proxy;

(c) Where 2 or more persons are the co-owners of an undivided share, the vote in respect of the undivided share may be cast

(i) by a proxy jointly appointed by the co-owners;

(ii) by a person appointed by the co-owners from amongst themselves; or

(iii) if no appointment is made as aforesaid, either by one of the co-owners personally or by a proxy appointed by one of the co-owners;

(d) Where two 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

(e) If there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.

12. (a) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A of the Ordinance, and

(i) shall be signed by the Owner; or

(ii) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the

body corporate and signed by a person authorized by the body corporate in that behalf.

- (b) The instrument appointing a proxy shall be lodged with the Chairman of the Owners' Committee or, if the meeting is convened under Clause 2(b) or 2(c) of this Subsection A of this Section VII, the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (c) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

13. The Manager shall send a representative or representatives to all such meetings and a record of the persons present at the meeting and the proceedings thereof shall be kept.

14. Within 9 months from the date of this Deed, the Manager shall convene a meeting of the Owners (and the Manager shall call further and subsequent meetings if required) for the purpose of forming an Owners' Committee and electing the first Chairman thereof or appointing a management committee for the purpose of forming an Owners' Corporation under the Ordinance. The first Chairman shall act until the first annual general meeting. Thereafter a Chairman shall be elected at every alternate annual general meeting for the ensuing 2 years.

15. Notwithstanding any provisions herein contained, the undivided shares allocated to the Common Areas and the Common Facilities shall not be taken into account for the purpose of voting or calculating the quorum of any meeting whether under this Deed, the Ordinance or otherwise. Accordingly, the undivided shares as referred to in Clause 11 of this Subsection A shall not include the undivided shares allocated to the Common Areas and the Common Facilities.

16. The procedure at a meeting of Owners shall be as is determined by the Owners.

B. Meetings of the Owners' Committee

1. A meeting of the Owners' Committee may be convened at any time by the Chairman or any two (2) members of the Owners' Committee.

2. In the election of the members to the Owners' Committee, the Owners shall endeavour to elect such number of representatives from the Owners for the time being of the Development to represent the Owners Provided that the total number of representatives shall not be less than three (3).

3. Any Owner of a Unit (including any one or two or more co-owners) for the time being of the undivided share or shares in the Land and the Development shall be eligible for election to the Owners' Committee. In the event of an Owner being a corporate body, the representative(s) appointed by such Owner shall be eligible for such election. The appointment of a representative or representatives by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing

given to the Owners' Committee.

4. A member of the Owners' Committee shall hold office until the annual general meeting of Owners next following his appointment or election Provided that:

- (a) He shall nevertheless cease to hold office if:
 - (i) he resigns by notice in writing to the Owners' Committee;
 - (ii) he ceases to be eligible; or
 - (iii) he becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty.
- (b) If in any annual general meeting at which an election of the Owners' Committee should take place, the office of the retiring members or any of them is not filled, or if in any year no annual general meeting is held, the members of the Owners' Committee shall continue to be in office until the next annual general meeting.

5. Retiring members of the Owners' Committee shall be eligible for re-election.

6. Subject to Clause 2 of Subsection B of this Section VII above, the Owners' Committee may appoint any eligible Owner to fill any casual vacancy for the current term.

7. The Owners' Committee may continue to act notwithstanding any vacancies in the number Provided that the number is not reduced below three (3). In the event that the number is reduced below three (3), the remaining member of the Owners' Committee may act but only for the purpose of calling for a meeting of the Owners to elect additional members or fill in any vacancy of an Owners' Committee.

8. Any one or more members of the Owners' Committee may be removed from office by resolution passed at a meeting of the Owners and new members of the Owners' Committee may be elected in the place of those removed from office.

9. The Owners' Committee shall have full power to make rules and by-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations Provided that no such regulation or by-laws shall be contrary to or inconsistent with the provisions of this Deed and the Ordinance, any regulations made thereunder and any amending legislation.

10. (a) The officers of the Owners' Committee ("Officers") shall be:
- (i) the Chairman;
 - (ii) the secretary; and
 - (iii) such other officers (if any) as the Owners' Committee may from time to time elect.

- (b) The Officers shall be elected by the Owners, such election to be held at or as soon as reasonably possible after the annual general meeting at which the Owners' Committee is elected and at such other times as may be necessary.
- (c) All casual vacancies of the Officers shall be filled by election or appointment by the members of the Owners' Committee as it may from time to time determine.

11. The person or persons convening the meeting of the Owners' Committee shall, at least 7 days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee, and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of meeting referred to in this Clause 11 may be given :

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

12. The quorum at a meeting of the Owners' Committee shall be 50% of total number of members of the Owners' Committee (rounded up to the nearest whole number), or 3 such members, whichever is the greater.

13. 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.

14. At a meeting of the Owners' Committee, each member present shall have one vote on a question before the Owners' Committee and if there is an equality of votes, the Chairman shall have, in addition to a deliberative vote, a casting vote.

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

16. The function of the Owners' Committee is to represent the Owners of the Land and the Development in all dealings with the Manager and to undertake such other duties as the Manager may with the approval of the Owners' Committee delegate to the Owners' Committee and without in any way limiting the generality of the foregoing:

- (a) to liaise and consult with the Manager in respect of all matters concerning the management of the Land and the Development;

- (b) to apply if thought fit for registration as a corporation under the Ordinance;
- (c) prior to the formation of the Owners' Corporation, to terminate the Manager's appointment at any time without compensation with the sanction of a resolution at a meeting of the Owners of the Development duly convened and passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by Owners holding not less than fifty percent (50%) of the undivided shares in aggregate (excluding the undivided shares allocated to the Common Areas and the Common Facilities) in the Development and upon the giving to the Manager not less than three months' notice in writing;
- (d) to appoint (whether in place of any Manager removed or to fill any vacancy) any service company or agent as a Manager of the Development upon the termination of the then Manager's employment;
- (e) to undertake consider review and/or exercise all or any of the powers and duties conferred on the Owners' Committee by virtue of the provisions of this Deed.

SECTION VIII

REINSTATEMENT

1. Notwithstanding any other provisions to the contrary herein contained, in the event of the Development or any part or parts of the Development being so damaged by fire typhoon earthquake subsidence or other causes so as to render the same substantially unfit for use or habitation or occupation, the Manager or the Owners of not less than seventy-five per cent (75%) of the undivided shares allocated to such damaged part(s) (excluding the undivided shares allocated to the Common Areas and the Common Facilities) may convene a meeting of the Owners of the Development or the part or parts of the Development so affected, and such meeting may resolve whether or not to reinstate and rebuild the Development or such part or parts of the Development. If it is resolved that by reason of insufficiency of insurance monies, changes in all relevant legislation rules and regulations for the time being in force in Hong Kong or any other circumstances whatsoever, it is not practicable to reinstate and rebuild the Development or such part or parts of the Development, then and in such event the undivided shares in the Land and the Development or such part or parts 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 either private treaty or public auction and to distribute the net proceeds of sale amongst the Owners of such undivided shares in proportion to the respective undivided shares previously held by such former Owners. All insurance moneys received in respect of any policy insurance on the Development or such part or parts of the Development shall likewise be distributed amongst such former Owners. In such event, all the rights privilege obligations and covenants of such Owners under this Deed or any other deed shall be extinguished so far as the same relate to the Development or such part or parts of the Development Provided Always That if it is resolved in the abovementioned meeting to reinstate or rebuild the Development or such part or parts of the Development, each Owner of the Development or such part or parts of the Development shall pay his due proportion of the excess of the cost of reinstatement or rebuilding of the Development or such part or parts of the Development over and above the proceeds from the insurance of the Development or such part or parts of the Development and that until such payment the same will be a charge upon his interest in the Land and the Development or the relevant part of the Development and be recoverable as civil debt.

2. Notwithstanding any other provisions to the contrary herein contained, the following provisions shall apply to a meeting convened by the Manager or Owners of such undivided shares under the provisions of this Section VIII :

- (a) Subject to sub-clause (i) of this Clause 2, such meeting of the Owners may be convened by the Manager or Owners of such undivided shares and the person convening the meeting of Owners shall, at least 14 days before the date of the meeting give notice of the meeting to the Owners. Such notice of meeting shall specify the date, time and place of the meeting, and the resolutions (if any) that are to be proposed at the meeting. Such notice of meeting may be given by delivering it personally to the Owners; or by sending it by post to the Owners at their last known addresses; or by leaving it at the Owners' Units or depositing the notices in the letter boxes of their Units;

- (b) Subject to sub-clause (i) of this Clause 2, no business shall be transacted at any meeting unless a quorum is present throughout the meeting 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 Development or in the damaged part or parts of the Development shall be a quorum;
- (c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week at the same place;
- (d) The meeting shall be presided over by the person convening the meeting or the Owners present in such meeting shall choose one of them to be the chairman of the meeting;
- (e) The chairman of the meeting shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Subject to sub-clause (i) of this Clause 2, at such meeting of Owners, an Owner shall have one vote for each undivided share that he owns and an Owner may cast a vote personally or by proxy and in the case of where 2 or more persons are the co-Owners of an undivided share, the vote in respect of the undivided share may be cast by a proxy jointly appointed by the co-Owners; by a person appointed by the co-Owners from amongst themselves; or if no appointment is made as aforesaid, either by one of the co-Owners personally or by proxy appointed by one of the co-Owners. 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-Owners 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;
- (g) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and shall be signed by the Owner, or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of that body corporate and signed by a person authorized by that body corporate in that behalf. The instrument appointing a proxy shall be lodged with the chairman of the meeting or the person convening the meeting pursuant to this Section, at least 48 hours before the time for the holding of the meeting. 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;
- (h) Subject to sub-clause (i) of this Clause 2, a resolution passed by not less than seventy-five per cent (75%) majority of the Owners present in person or by proxy and voting at a duly convened meeting of the Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the undivided shares allocated to the Development or the damaged part or parts of the Development shall be binding on all the

Owners of the Development or the damaged part or parts of the Development
Provided as follows:

- (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (i) Notwithstanding any provisions herein contained, the undivided shares allocated to the Common Areas and the Common Facilities shall not be taken into account for the purpose of voting or calculating the quorum. Accordingly, the undivided shares as referred to in the Clauses 2(a), (b), (f) and (h) of this Section VIII shall not include the undivided shares allocated to the Common Areas and the Common Facilities.

SECTION IX

EXCLUSIONS AND INDEMNITIES

The Manager, its employees or agents shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted to be done in pursuance or purported pursuance of the provisions of this Deed or sub-deed or sub-deeds of mutual covenant not being an act or omission involving criminal liability or dishonesty or negligence on the part of the Manager, its employees or agents or contractors and no Owner will be required to indemnify the Manager, its employees, agents or contractors from and against any action, claim etc. arising out of any such act or omission. Without in any way limiting the generality of the foregoing, the Manager, its employees or agents shall not be held liable for any damage, loss or injury caused by or in any way arising out of:

- (a) any defect in or failure or breakdown of any of the Common Areas or the Common Facilities; or
- (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development; or
- (c) fire or flooding or the overflow or leakage of water or other effluent from anywhere whether within or outside the Development; or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- (e) theft, burglary, robbery or crime within the Development;

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

SECTION X

MISCELLANEOUS

1. Without prejudice to any provisions herein contained, no person shall after ceasing to be an Owner of any undivided shares in the Land and the Development be liable for any debts liabilities or obligations under the covenants terms and conditions of this Deed in respect of such undivided share and/or the part of the Development held therewith save and except in respect of any breach non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.
2. Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying or using his Unit must provide the Manager with an address in Hong Kong for service of notices under the terms of this Deed, failing which the address of such Unit is deemed to be his address for service.
3. 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 a copy of the House Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for three consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
4. Subject as hereinbefore provided in the case notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if served personally upon the party to be served or sent by post addressed to the party to whom the notices or demands are given at his last known address 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 same Provided that where notice is to be given to an Owner who is a chargor or mortgagor, such notice may also be served on the chargee or 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 place of business or residence. 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 management office of the Development.
5. 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 Land and the Development including the Common Areas and the Common Facilities and to the undivided shares held therewith.
6.
 - (a) No provision in this Deed shall prejudice or contravene or in any way be construed or constructed so as to prejudice or exclude or contravene the provisions of the Ordinance and the Schedules thereto.
 - (b) During the period of existence of the Owners' Corporation under the

Ordinance, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation convened under the Ordinance and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation if it is or has been appointed.

- (c) Upon execution of this Deed, the Registered Owner shall assign the whole of the undivided shares in the Common Areas and the Common Facilities free of cost or consideration to the Manager appointed under this Deed who must hold the said undivided shares on trust for the benefit of all Owners and, if an Owners' Corporation is formed under the Ordinance, it may require the Manager at any time, in accordance with this Deed to assign the undivided shares in the Common Areas and the Common Facilities to it free of costs or consideration, in which event, the Manager must assign such undivided shares and the Owners' Corporation must hold such undivided shares on trust for all the Owners. On termination of the Manager's appointment, the Manager must assign the undivided shares in the Common Areas and the Common Facilities free of costs or consideration to its successor in office as the Manager who must hold the said undivided shares on trust for the benefit of all Owners.
 - (d) Nothing in this Deed shall conflict with or be in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.
7. (a) The Registered Owner (which expression, for the purpose of this Clause, shall exclude its assigns) shall at the costs of the Registered Owner cause this Deed to be translated into Chinese and deposit a copy of this Deed and such Chinese translation at the management office of the Development for inspection by all Owners free of cost within one month from the date of this Deed and for taking copies upon request and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect the Chinese translation and the English language or construction thereof, the version of this Deed approved by the Director of Lands shall prevail.
- (b) The Registered Owner (which expression, for the purpose of this Clause, shall exclude its assigns) shall at the costs of the Registered Owner deposit a copy of Schedules 7 and 8 to the Ordinance in both English and Chinese versions at the management office of the Development for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
8. A set of plans showing the Common Areas and Common Facilities where such can be shown and delineated on plans as appropriate and any subsequent amendments thereto shall be prepared by the Registered Owner and certified as to their accuracy by the Authorized Person and kept at the management office of the Development and may be inspected by the Owners during normal office hours free of costs and charges.
9. The undivided shares allocated to the Common Areas and the Common

Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any fees under this Deed, nor shall such undivided shares be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Ordinance or otherwise.

10. The Registered Owner shall at its own costs and expenses prepare the schedule for the Works and Installations and the first maintenance manual for the Works and Installations for the reference of the Owners and the Manager setting out the following details :

- (a) 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;
- (b) 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;
- (c) Recommended maintenance strategy and procedures;
- (d) A list of items of Works and Installations requiring routine maintenance;
- (e) Recommended frequency of routine maintenance inspection;
- (f) Checklist and typical inspection record sheets for routine maintenance inspection; and
- (g) Recommended maintenance cycle of the Works and Installations.

The Registered Owner shall deposit a full copy of the maintenance manual for the Works and Installations in the management office of the Development within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

11. The schedule for the Works and Installations and the maintenance manual for the Works and Installations shall be revised if necessary in future to take into account any necessary changes such as addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements.

12. The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule for the Works and Installations and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.

13. All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations will be paid out of the Special Fund. All costs incidental to the implementation of the aforesaid revised schedules and manual and execution of the works pursuant thereto will be paid out of the Special Fund except those which form part of any Residential Unit which shall be paid by the respective Owner of such

Residential Unit.

14. The Manager shall deposit each of the revised maintenance manual for the Works and Installations in the management office of the Development within one month from the respective date of its preparation for inspection by all Owners free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

15. The Manager shall consult (either generally or in particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Development.

16. No provision in this Deed shall provide for interrupting the supply of electricity, water, gas, telecommunications or other utilities to any Unit or to prevent access to the Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any other provisions under this Deed.

17. No provision in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of RCHE or RCHD or the use of the Land or any part thereof or the Development or any part thereof for the purpose of RCHE or RCHD.

18. In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number, and vice versa; words importing the masculine gender only shall include the feminine gender and the neuter gender; words importing persons shall include corporations and vice versa; references to clauses and schedules are to be construed as references to clauses of, and schedules to, this Deed.

THE FIRST SCHEDULE ABOVE REFERRED TO

The Government Grant

Conditions of Sale No.20362, particulars of which are as follows:-

- (a) Date : the 26th day of June 2020
- (b) Parties : The Chief Executive on behalf of the Government of the one part and the Registered Owner of the other part
- (c) Term : Fifty years commencing from the 26th day of June 2020
- (d) Lot : Ap Lei Chau Inland Lot No. 137

THE SECOND SCHEDULE ABOVE REFERRED TO

Summary of Allocation of undivided shares

	<u>No. of undivided shares</u>
<u>Residential Units :</u>	71,436
<u>Car Parking Spaces :</u>	
(i) 77 Residential Parking Spaces “G-R01(L)”, “G-R02(U)”, “G-R03(L)”, “G-R04(U)”, “G-R05(L)” and “G-R06(U)” on Ground Floor, “B1-R01(L)”, “B1-R02(U)”, “B1-R03(L)”, “B1-R04(U)”, “B1-R05(L)”, “B1-R06(U)”, “B1-R07(L)”, “B1-R08(U)”, “B1-R09(L)”, “B1-R10(U)”, “B1-R11(L)”, “B1-R12(U)”, “B1-R13(L)”, “B1-R14(U)”, “B1-R15”, “B1-R16”, “B1-R17”, “B1-R18”, “B1-R19(L)”, “B1-R20(U)”, “B1-R21(L)”, “B1-R22(U)”, “B1-R23(L)”, “B1-R24(U)”, “B1-R25(L)” and “B1-R26(U)” on B1 Floor, “B2-R01” to “B2-R15” on B2 Floor, “B3-R01” to “B3-R15” on B3 Floor and “B4-R01” to “B4-R15” on B4 Floor (135 undivided shares each)	10,395
(ii) 8 Motor Cycle Parking Spaces “B1-M01” and “B1-M02” on B1 Floor, “B2-M01” and “B2-M02” on B2 Floor, “B3-M01” and “B3-M02” on B3 Floor and “B4-M01” and “B4-M02” on B4 Floor (26 undivided shares each)	208
<u>Common Areas and Common Facilities :</u>	
Common Areas and Common Facilities	1,000
	<u>Total undivided shares : 83,039</u>

Allocation of undivided shares to each Residential Unit :

<u>Floor</u>	<u>Residential Unit</u>	<u>No. of undivided shares allocated to each Residential Unit</u>	<u>Sub-Total</u>
5/F	A	1,709	1,709
	B	1,598	1,598
6/F-16/F (both inclusive but omitting 13/F, 14/F, total 9 storeys)	A	1,709	15,381
	B	1,598	14,382
18/F	A	1,709	1,709
	B	1,608	1,608
19/F-23/F (5 storeys)	A	1,709	8,545
	B	1,598	7,990
25/F	A	2,832	2,832
26/F	A	2,807	2,807
27/F	A	2,807	2,807
28/F	A	2,807	2,807
29/F & 30/F	A	3,605	3,605
31/F & 32/F	A	3,656	3,656
		Total :	71,436

Remarks:

- (1) 4/F, 13-14/F and 24/F are omitted.
- (2) 3/F is Sky Garden.
- (3) 17/F is Refuge Floor.

THE THIRD SCHEDULE ABOVE REFERRED TO

Summary of Allocation of Management Shares

	<u>No. of Management Shares</u>
<u>Residential Units :</u>	71,436
<u>Car Parking Spaces :</u>	
(i) 77 Residential Parking Spaces “G-R01(L)”, “G-R02(U)”, “G-R03(L)”, “G-R04(U)”, “G-R05(L)” and “G-R06(U)” on Ground Floor, “B1-R01(L)”, “B1-R02(U)”, “B1-R03(L)”, “B1-R04(U)”, “B1-R05(L)”, “B1-R06(U)”, “B1-R07(L)”, “B1-R08(U)”, “B1-R09(L)”, “B1-R10(U)”, “B1-R11(L)”, “B1-R12(U)”, “B1-R13(L)”, “B1-R14(U)”, “B1-R15”, “B1-R16”, “B1-R17”, “B1-R18”, “B1-R19(L)”, “B1-R20(U)”, “B1-R21(L)”, “B1-R22(U)”, “B1-R23(L)”, “B1-R24(U)”, “B1-R25(L)” and “B1-R26(U)” on B1 Floor, “B2-R01” to “B2-R15” on B2 Floor, “B3-R01” to “B3-R15” on B3 Floor and “B4-R01” to “B4-R15” on B4 Floor (135 management shares each)	10,395
(ii) 8 Motor Cycle Parking Spaces “B1-M01” and “B1-M02” on B1 Floor, “B2-M01” and “B2-M02” on B2 Floor, “B3-M01” and “B3-M02” on B3 Floor and “B4-M01” and “B4-M02” on B4 Floor (26 management shares each)	208
<u>Common Areas and Common Facilities :</u>	
Common Areas and Common Facilities	0
	<u>Total management shares : 82,039</u>

Allocation of Management Shares to each Residential Unit :

<u>Floor</u>	<u>Residential Unit</u>	<u>No. of Management Shares allocated to each Residential Unit</u>	<u>Sub-Total</u>
5/F	A	1,709	1,709
	B	1,598	1,598
6/F-16/F (both inclusive but omitting 13/F, 14/F, total 9 storeys)	A	1,709	15,381
	B	1,598	14,382
18	A	1,709	1,709
	B	1,608	1,608
19/F-23/F (5 storeys)	A	1,709	8,545
	B	1,598	7,990
25/F	A	2,832	2,832
26/F	A	2,807	2,807
27/F	A	2,807	2,807
28/F	A	2,807	2,807
29/F & 30/F	A	3,605	3,605
31/F & 32/F	A	3,656	3,656
		Total :	71,436

Remarks:

- (1) 4/F, 13-14/F and 24/F are omitted.
- (2) 3/F is Sky Garden.
- (3) 17/F is Refuge Floor.

THE FOURTH SCHEDULE ABOVE REFERRED TO

Works and Installations as at the date of this Deed :

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) plumbing system;
- (v) drainage system;
- (vi) fire services installations, facilities and equipment;
- (vii) electrical wiring system;
- (viii) lift installations;
- (ix) gas supply system;
- (x) window installations;
- (xi) the Slope Structures;
- (xii) air-conditioning and ventilation system;
- (xiii) curtain wall system;
- (xiv) pressurization staircase system;
- (xv) building maintenance unit and associated systems and equipment;
- (xvi) mechanical parking system;
- (xvii) swimming pool filtration system;
- (xviii) transformer compartment and HK Electric cable riser room facilities
- (xix) security equipment and facilities;
- (xx) turning table installation; and
- (xxi) other major items.

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

SEALED with the Common Seal of)
)
Wealth Start Development Limited,)
)
the Registered Owner, and SIGNED by)
)
)
)
)
whose signature(s) is/are verified by:)

SEALED with the Common Seal of)
)
Tai Cheung Management Company Limited,))
)
the DMC Manager, and SIGNED by)
)
)
)
)
whose signature(s) is/are verified by:)

SIGNED SEALED AND DELIVERED)
)
by the Covenantee Owner/)
)
SEALED with the Common Seal of the)
)
Covenantee Owner and)
)
SIGNED by)
)
)
)
)
)
in the presence of:)

[INTERPRETED to the Covenantee Owner by:-]

Dated the _____ day of _____ 20[]].

WEALTH START DEVELOPMENT LIMITED

and

TAI CHEUNG MANAGEMENT COMPANY LIMITED

and

[]

DEED OF MUTUAL COVENANT INCORPORATING
MANAGEMENT AGREEMENT

OF

AP LEI CHAU INLAND LOT NO.137

WOO KWAN LEE & LO
SOLICITORS
25TH FLOOR, JARDINE HOUSE
1 CONNAUGHT PLACE
CENTRAL, HONG KONG SAR.

Ref: 10000B630/DC/VH/CHW